



# TRANSNET NETWORK STATEMENT

Volume 4 – September 2026

## **PREFACE TO THE NETWORK STATEMENT**

This Network Statement (NS) is being developed at a time where regulatory reforms are contained both in new and draft legislation and as such it is being developed within a regulatory environment that is developmental and undergoing change. In the absence of absolute legislative certainty, the Transnet Rail Infrastructure Manager (TRIM) has considered and has sought to incorporate the objectives and principles of the existing policy and regulatory reforms as well as the legislative intent as currently understood in terms of its impact, consequences, requirements and the contingencies created or brought into existence by such legislative reforms within the TRIM's operational and business environment.

Given the ongoing development of the freight rail sector and in order to deal with any material impacts and to manage contingencies that may be brought about by legislative change, in a compliant and practical manner, the TRIM reserves the right to revise, amend, modify, update, waive, alter, re-issue and/or restate the whole or any portion, section, term or provision of this NS with the intent of ensuring legal compliance as well as ensuring that the TRIM's interests are fully encapsulated, and that its rights are appropriately identified and protected.

### **Notice**

The TRIM will provide notice to stakeholders in writing via its website of any such revisions, amendments, modifications, updates, waiver, alterations, re-issues and/or restatements before incorporating or giving effect to same.

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## **2026/2027 LIST OF NETWORK STATEMENT ANNEXURES**

*Due to the vertical separation of the TRIM and Transnet Freight Rail (TFR) some Annexures may refer to TFR. The TRIM is in the process of amending and updating relevant documentation and these will be published in future Network Statements as updates become available. The TRIM and successful Access Seekers will update relevant documentation at the time of concluding agreements and transactions for Access.*

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## CHAPTER 1: GENERAL INFORMATION

# 1. CHAPTER 1 GENERAL INFORMATION

## 1.1. GLOSSARY OF TERMS AND ABBREVIATIONS

### GLOSSARY OF TERMS

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Access</b>                                | means the use of infrastructure, a facility or a resource by an Access Seeker to provide goods or services to customers of that Access Seeker.                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Access Fee</b>                            | means the fee that is payable by an Access Seeker to the TRIM, for the granting of Access to the TRIM's Network and for the provision of the Rail Network Services by the TRIM to the Access Seeker in terms of this Network Statement and the Rail Access Agreement. This fee which is determined in terms of this Network Statement shall be payable in respect of the first Contract Year and each subsequent Contract Year during the Contract Period stipulated in the Rail Access Agreement as set out more fully therein.                                        |
| <b>Access Seeker</b>                         | means an individual or an organisation or an agent of an individual that seeks to utilise infrastructure, resource or facility of an infrastructure or resource owner.                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Accident</b>                              | means any event or circumstance that results in harm or injury to or death of any person and/or any damage to property or the environment and includes (a) any collision between trains; or between a train and a road vehicle(s), and (b) any derailment.                                                                                                                                                                                                                                                                                                              |
| <b>Accounting Separation</b>                 | means separating the accounting for different businesses or parts of businesses within a company to create separate financial statements with clear visibility of assets, costs, revenues and profits of the different businesses or parts of the businesses within the same organisation.                                                                                                                                                                                                                                                                              |
| <b>Accredited Training Courses</b>           | means training courses which have been accredited by TETA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Act</b>                                   | means the Railway Safety Act, 2024 (Act No. 30 of 2024)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Ad-hoc Train Path Application Process</b> | means the process whereby Train Path Capacity is granted outside of the Network Statement Train Path Application process.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Allowable Departure Window</b>            | means the period when a Train shall be permitted to depart from a point of origin (including any Marshalling Yard, Siding, Exchange Yard, Station, Rail Yard or Loading/Offloading Site) which shall not be earlier than 180 minutes before its scheduled departure time or no later than 30 minutes after its scheduled departure time.                                                                                                                                                                                                                                |
| <b>Ancillary Facilities Services</b>         | means access to facility services within the Rail Yards required by Access Seekers for the preparation of trains before entering the main line network. Access to these service facilities is managed by yard operators on behalf of the TRIM.                                                                                                                                                                                                                                                                                                                          |
| <b>Annual Shutdown</b>                       | means in respect of each Contract Year, a period, as notified by the TRIM to one or more affected Access Seekers , during which Access to specific sections of the Network is suspended or substantially reduced, for the running of trains, for a period of 7-10 consecutive Days in order to enable the TRIM to undertake scheduled maintenance and/or capital works (including sustaining capital expenditure) on the Network and which shall be in addition to any other scheduled maintenance conducted over a shorter time window during any Planned Occupations. |

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| <b>Applicable Laws</b>                  | means all national and provincial legislation (including provincial ordinances, and national and provincial regulations), municipal by-laws, the common law, and all directives, decisions, declarations, determinations, guidelines, rules, rulings, and other instruments of competent government authorities, including any Environmental Law; in each instance to the extent that each of these has the force of law in South Africa and " <b>Applicable Law</b> " shall have a corresponding meaning.                                                                   |
| <b>Applicable Requirements</b>          | means any mandatory requirements in terms of any Applicable Laws or in terms of any licence, consent, permit, authorisation, or directive issued or entered into under any Applicable Laws by any Relevant Authority; in each instance to the extent that same comprise legally enforceable obligations and apply to the performance of Transport Services and/or the Network Services.                                                                                                                                                                                      |
| <b>Application For Capacity Process</b> | means the process for applying for capacity and all associated requirements, as set out in this Network Statement.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Automation</b>                       | means the creation and application of technologies to perform activities required to produce and deliver goods and services with minimal human intervention.                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Approved Cargo</b>                   | means the type(s) of Cargo (as defined in Annexure 15) that is specified in the application by the Access Seeker and that is approved by the TRIM in accordance with the Application For Capacity Process, and in respect of which an Access Seeker is permitted to provide Transport Services in relation to the relevant Train Path(s) to which it is granted Access. The use of the term Approved Cargo caters for the transportation of passengers as well, in the case where an Access Seeker applies for capacity to enable the provision of Passenger Train Services. |
| <b>Axle</b>                             | a rod or shaft that connects a pair of wheels to propel them and retain the position of the wheels to one another.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Axle Counter</b>                     | an axle counter is a system used in railway signalling to detect the clear or occupied status of a section of track between two points. The system generally consists of a wheel sensor (one for each end of the section) and an evaluation unit for counting the axles of the train both into and out of the section. If the number of axles counted into the section equals the number of axles counted out of the section, the section is presumed to be clear of any rail vehicles (and therefore unoccupied) and available for another train movement                   |
| <b>Back-of-Port Facility</b>            | means a terminal, warehouse, yard or similar facility that is located outside of the boundaries of a national port and serves as a backup or as additional capacity for purposes of undertaking, inter alia, the off-loading, storage, handling, sorting, loading and other activities in respect of any Cargo.                                                                                                                                                                                                                                                              |
| <b>Branch Line</b>                      | means a portion of the Network comprising a low-density railway line that branches off from a Main Line and that connects the Main Line to smaller communities and/or remote economic activities such as agriculture or mining.                                                                                                                                                                                                                                                                                                                                              |
| <b>Business Day</b>                     | means any Day other than a Saturday, Sunday, or statutory public holiday in the Republic of South Africa.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Day or Calendar Day</b>              | means each day which appears on a calendar with each such day beginning at 00:00 (midnight) and includes Saturdays, Sundays and public holidays in the Republic South Africa                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Cancellation</b>                     | means the actual or deemed failure to run a train or to utilize a Train Path including, where applicable, a Train that is scheduled to operate during a given Train Path, by the TRIM, yard operator or an Access Seeker. The terms "Cancel" and "Cancelled" shall have corresponding meanings.                                                                                                                                                                                                                                                                              |
| <b>Cancellation Schedule</b>            | means the schedule kept and maintained by the TRIM in which any Cancellations to Train Paths are recorded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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| <b>Cargo</b>                           | means various forms of transported goods, including Containerised Cargo, Automotive Cargo, General Cargo, and Passengers in the event of Passenger Train Services                                                                                                                                                                                     |
| <b>Capacity</b>                        | means Railway Capacity                                                                                                                                                                                                                                                                                                                                |
| <b>Cargo Owner</b>                     | means the owner or legal possessor of Cargo who is entitled to transport or arrange for the transportation of the Cargo.                                                                                                                                                                                                                              |
| <b>Centralised Traffic Control</b>     | 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 sign boards.                                                                                |
| <b>Change in Law</b>                   | means the coming into force of any new Applicable Law, or any amendment, variation or repeal of any existing Applicable Law, other than any Applicable Law that on or before the Signature Date, has been published: <ul style="list-style-type: none"> <li>• in a Bill; or</li> <li>• as an Act but has not yet been brought into effect.</li> </ul> |
| <b>Christmas Break</b>                 | means the period from 18h00 on the 24th of December to 06h00 on the 26th of December.                                                                                                                                                                                                                                                                 |
| <b>Commencement Date</b>               | means the date that is documented in the Rail Access Agreement for the Access Seeker agrees to commence Rail Operations for a specific Train Path in terms of the Master Train Schedule.                                                                                                                                                              |
| <b>Commodities</b>                     | means substances or products that can be traded, bought or sold.                                                                                                                                                                                                                                                                                      |
| <b>Community encroachment</b>          | means the unlawful encroachment or occupation (including the establishment of any unauthorised structures or dwellings) within the Network including within the Railway Reserve.                                                                                                                                                                      |
| <b>Competent</b>                       | means having the appropriate skills, knowledge, training, and experience to perform a task or role successfully.                                                                                                                                                                                                                                      |
| <b>Competition Act</b>                 | means the Competition Act, 89 of 1998, as amended.                                                                                                                                                                                                                                                                                                    |
| <b>Competitive Contracting Process</b> | means the contracting process initiated by the TRIM to grant Access Seekers access to the Network and the associated conclusion of the agreements referred to in this Network Statement between the TRIM and Access Seekers.                                                                                                                          |
| <b>Conditions Precedent</b>            | means the phase of an Agreement during which identified prerequisites must be completed or confirmed, forming a mandatory step in the agreed implementation process.                                                                                                                                                                                  |
| <b>Conditions Precedent Period</b>     | means the period commencing on the Signature Date and ending on (and including) the Effective Date.                                                                                                                                                                                                                                                   |
| <b>Consents</b>                        | means all permits, clearances, authorisations, approvals, rulings, exemptions, registrations, filings, decisions, licences, permissions required to be issued by any Relevant Authority to the Access Seeker for purposes of or in connection with the performance of any of the Transport Services and as required in terms of any Applicable Law.   |
| <b>Container</b>                       | means a transport unit that complies with the dimensions and other specifications contained in the Network Statement (Container Specifications).                                                                                                                                                                                                      |
| <b>Containerised Cargo</b>             | means Cargo that is Transported on a Route in Containers.                                                                                                                                                                                                                                                                                             |

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| <b>Contract Period</b>     | means the duration of the Rail Access Agreement as specified therein.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Contract Year</b>       | has the meaning ascribed to that term in the Rail Access Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Corridor</b>            | means a unique or dedicated geographic operating portion or unit of the Network that may comprise one or more Routes, Main Lines and Branch Lines and associated Rail Infrastructure that are used for the dedicated rail transportation or facilitation of specific Cargo on and within the Network by means of rail interconnections with the rail networks of neighbouring countries' to and from the major ports and industrial, mining, agricultural and other centres of production or manufacturing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Corrupt Act</b>         | <p>means:</p> <p>the requesting, soliciting, offering, giving or agreeing to give to a Party or any Person employed or contracted by or on behalf of a Party any gift, reward, benefit, gratuity, inducement or consideration of any kind whatsoever:</p> <ul style="list-style-type: none"> <li>• for doing or not doing (or for having done or not having done) any act or any omission in relation to the conclusion and/or performance of this Network Statement and/or the Rail Access Agreement;</li> <li>• for showing or not showing favour to a Party and/or any other Person, in relation to:</li> <li>• any aspect of this Network Statement and/or the Rail Access Agreement;</li> <li>• the scheduling or non-scheduling of Transport Services in terms of this Network Statement and/or the Rail Access Agreement;</li> <li>• the provision or non-provision of Transport Services by the Access Seeker in terms of this Network Statement and/or the Rail Access Agreement; and/or</li> <li>• the provision or non-provision of similar services to any other Rail Operators; and/or</li> </ul> <p>committing any offence in terms of any Applicable Law in respect of corrupt or fraudulent acts in relation to this Network Statement and/or the Rail Access Agreement.</p> |
| <b>CPI</b>                 | means the year-on-year Consumer Price Index calculated by Statistics South Africa over a period of 12 months from January to end December preceding the Contract Year.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Countdown Process</b>   | means the checklist of activities that must be performed by an Access Seeker, Yard Operator for Ancillary & Operations Services and the TRIM to ensure that each Train that is planned on the ITP and has been scheduled by the TRIM, is ready for departure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Creditworthiness</b>    | means the risk and financial assessment undertaken by a lender to determine whether or not to provide loan funding or other forms of credit to an existing or prospective borrower/debtor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Crossing Loop</b>       | means a place on a single line where Trains travelling in opposite or in the same direction can meet and pass (or cross) each other safely.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>CS90</b>                | means the TRIM control system that includes interfaces to interlocking systems, remote control, visual display unit, server and drawing tool.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Customer</b>            | means an Access Seeker who is awarded a Train Path to utilise resources or facilities of the TRIM in terms of this Network Statement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Declined Train Path</b> | means a Train Path that is not taken up by an Access Seeker during or after the weekly order process and after train planning has been completed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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| <b>Designated Private Siding</b>        | means a privately owned rail siding forming part of a Route and used for the loading and offloading of Cargo or Passengers.                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Dangerous Cargo</b>                  | means any Approved Cargo that constitutes a Hazardous Substance and/or, which has the potential to cause harm to persons, property or the environment or the potential to cause pollution or degradation of the environment as contemplated in NEMA as well as any commodities, substances and/or goods of a similar nature and which are defined or referenced in the IMDG code and include any commodities, substances and goods listed in SANS 10228:2022; "The identification and classification of dangerous goods for transportation by road and rail modes". |
| <b>Detached Rolling Stock</b>           | means a rail vehicle, which is removed from a Train whether before it departs from an inspection point or en route where it is identified as Overloaded, Underloaded, skewly loaded, damaged or defective, and is therefore unfit to be transported or conveyed on the Network.                                                                                                                                                                                                                                                                                     |
| <b>Disclose</b>                         | mean the direct or indirect use, dissemination, publication, communication, replication, verbalisation, transference or transmission of Confidential Information, in any manner or form whatsoever, and the terms "Disclose", "Disclosed" and "Disclosure" shall have corresponding meanings.                                                                                                                                                                                                                                                                       |
| <b>Disruptions</b>                      | means the disturbance or problems which interrupt rail service activities, attributable to the relevant stakeholder, as applicable, and that are not caused by: <ul style="list-style-type: none"> <li>• A Force Majeure Event; or</li> <li>• A planned occupation (whether due to any capital works by the TRIM); or</li> <li>• An Annual Shutdown, as applicable; or</li> <li>• An unplanned occupation due to unforeseen events which may have caused damage to the infrastructure resulting in its unavailability.</li> </ul>                                   |
| <b>Economic Regulation of Transport</b> | means the regulation of markets, entities, facilities or services within the transport sector by determining: <ul style="list-style-type: none"> <li>• The price control for access to facilities or for services;</li> <li>• Access to facilities or services; and</li> <li>• Service levels and service conditions.</li> </ul>                                                                                                                                                                                                                                    |
| <b>ERT Act</b>                          | means the Economic Regulation of Transport Act, 2024 which was passed into law on 11 June 2024. The Act aims to consolidate the economic regulation of transport within a single framework and policy; to establish the Transport Economic Regulator; to establish the Transport Economic Council; to make consequential amendments to various other Acts; and to provide for related incidental matters. The commencement date of the ERT Act has not been pronounced by government.                                                                               |
| <b>EDI CUSCAR messages</b>              | specification that provides the definition of the Customs Cargo Report Messages (CUSCAR) to be used in Electronic Data Interchange between trading partners involved in administration, commerce and transport.                                                                                                                                                                                                                                                                                                                                                     |
| <b>Effective Date</b>                   | means the date when all the Conditions Precedent associated with an agreement have been fulfilled.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Environmental Law</b>                | means any applicable legislative requirement/s which relates to or is for the purpose of protecting the environment (including air, water, land, surface land and sub-surface land) or a part of the environment.                                                                                                                                                                                                                                                                                                                                                   |
| <b>Equal Gain</b>                       | Each Access Seeker is allocated network capacity proportionate to their Contracted volumes/GTKs, ensuring that any increase in available capacity is distributed equitably in accordance with pre-determined shares.                                                                                                                                                                                                                                                                                                                                                |
| <b>Equal Misery Principle</b>           | During capacity shortfalls, reductions in network capacity is shared proportionally among Customers, ensuring the impact of constrained capacity is distributed                                                                                                                                                                                                                                                                                                                                                                                                     |

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|                            | equitably. Special dispensation (to be developed) will be given to smaller Customers on a route basis to ensure that the implementation of this principle support the liberalisation of the market and protect them from bankruptcy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Equity</b>              | means any stock, shares or other form of security representing an ownership interest by a Shareholder in the Customers from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Exchange Yard</b>       | means any Rail Yard situated between sidings / terminals and a Main Line, used as hand-over point of trains or rail wagons between Yard Operator and siding owner / operator.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Execution Period</b>    | means the specific timeframe during which TRIM and successful Access Seekers act on the timetable by way of planning and executing trains on the TRIM network. This period coincides with the <b>Timetable Period</b> as defined in the Network Statement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Force Majeure Event</b> | <p>means any event or circumstance, or combination of events or circumstances, occurring during the duration of this Network Statement, the occurrence of which is beyond the reasonable control (directly or indirectly) of a Party hereto, and which could not have been avoided by the Party seeking to rely upon such an event or circumstance, taking steps which might reasonably be expected to have been taken by such Party, acting as a reasonable Person in the position of the relevant Party, save however that nothing herein shall require any Party to settle or adjust any labour dispute or other industrial action on terms to which it does not agree or find appropriate. Without limiting the generality of the foregoing but, in each instance, subject to compliance with the foregoing requirements, such events or circumstances shall include any one or more of the following:</p> <ul style="list-style-type: none"> <li>• an act of God, act of public enemy, act or threat of terrorism, war, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, act of theft (*including cable theft and any theft, tampering and/or or vandalism of any part of the Network), explosions, lightning, fire, flood, storm, earthquake or extreme weather, <i>vis maior</i> or <i>casus fortuitus</i>. For the avoidance of doubt, it is acknowledged that not every incident of theft, cable theft or vandalism may constitute a Force Majeure event and will be subject to the test as set out above;</li> <li>• major breakdown of, or design flaws in, machinery or equipment, or accidents in relation to or stoppages of the Transport Services, the operation of the Network, the operation of a Terminal or the operation of a Loading Site, including derailments of Trains, in each case which could not have been prevented or substantially mitigated by the prior acts of a Reasonable and Prudent Operator in the position of the relevant Party (being the TRIM in the case of the Network, the Customers in the case of Transport Services or the operator of a Terminal or Loading Site in the case of the operations performed at the relevant Terminal or Loading Site, as applicable);</li> <li>• a national, provincial or regional shortage of diesel and/or electricity or any delay, interruption or failure in the supply thereof which is not attributable to the Party seeking to rely on such shortage, interruption or failure in supply or to the operator of a Terminal or Loading Site, as applicable;</li> <li>• the imposition, expansion, increase, extension or renewal of any trade or other sanctions (including any international trade law remedy or competition law order in the nature of a divestiture) imposed on a Party or on South Africa;</li> <li>• any strike, lockout, work stoppage or other industrial action or disturbance by workers or employees of any Party, provided that the</li> </ul> |

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|                                     | <p>Party seeking to rely upon such an event has taken steps to mitigate the effect of the events listed in this definition;</p> <ul style="list-style-type: none"> <li>provided that market fluctuations in the operational and other costs of the Customers (including fluctuations in the prices or costs of Approved Cargo (including fluctuations in transport costs and fluctuations in costs associated with vessel and/or container shortages), shall not constitute Force Majeure Events for purposes of this Network Statement.</li> </ul>                                                                                                                                                                                                                                                                                                    |
| <b>General Appendix</b>             | <p>An addendum to the main set of Train Working Rules which contains specific operational instructions on the required safe working of trains (valid for all trains and yards). Additional circulars that contain customised modification of General Appendix instructions for specific routes or yards are issued from time to time. Local Appendices that contain special instructions governing local conditions specific to each area have been issued from time to time. The General Appendix must be read in conjunction with and not in lieu of the Consolidated Service Conditions as outlined in the Rail Access Agreement and the Network Statement, Train Working Rules, and applicable legislation.</p>                                                                                                                                    |
| <b>General Cargo</b>                | <p>means a collection of rail-friendly cargo other than Containerised Cargo that is Transported or to be Transported on a Route including automotive cargo, manufactured cargo, bulk cargo, liquid bulk cargo, and agricultural cargo as described more fully in Annexure B (Cargo).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Government</b>                   | <p>means the government of the Republic of South Africa</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Gross Tonne Kilometres (GTK)</b> | <p>The total mass of the Train inclusive of the load of any freight inside or on top of any freight wagons, that traverses over the railway network, multiplied by the Trainkm for the Train.</p> $GTK = (\text{Weight of Locomotives} + \text{Tare Weight of Wagons} + \text{Load Weight}) \times \text{Distance Travelled (in km)}$ <p>Components Included in GTK Calculation:</p> <ul style="list-style-type: none"> <li>Weight of Locomotives: The total weight of all locomotives hauling the train.</li> <li>Tare Weight of Wagons: The empty (unloaded) weight of all wagons or carriages in the train.</li> <li>Load Weight: The weight of goods, commodities, or passengers carried in the wagons.</li> <li>Return Journeys: For empty return legs, the GTK is calculated by including the weight of locomotives and empty wagons.</li> </ul> |
| <b>Hazardous Substances</b>         | <p>has the meaning ascribed to it in the Hazardous Substances Act</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Hand Over Point - Arrival</b>    | <p>means the relevant place and time at the Marshalling Yard(s), as designated by the Infrastructure Manager, where and when the Customers shall deliver a Train to the Infrastructure Manager's contractually appointed Yard Operator to render Operations Services.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Hand Over Point - Departure</b>  | <p>means the place and time at the Marshalling Yard(s), as designated by the Infrastructure Manager, where and when the Infrastructure Manager's-appointed Yard Operator shall, upon conclusion of their yard operations activities necessary to get a train ready for departure from a Rail Yard, conduct train dispatch activities to enable Trains to depart from Rail Yards for onward Transportation of Cargo in accordance with the terms of this Network Statement.</p>                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Hazardous Substances Act</b>     | <p>means the Hazardous Substances Act, 15 of 1973, and includes all Regulations made in terms thereof from time to time</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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| <b>TRIM</b>                            | means Transnet SOC Ltd, acting through the Transnet Rail Infrastructure Manager, and in its capacity as the owner and operator of the Network.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>IMDG</b>                            | means the International Maritime Dangerous Cargo Code.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Incident</b>                        | means a "railway occurrence or event" which may affect the safety of the railway or the normal operations of the railway.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Independent Operations Services</b> | means the services necessary to support the placement, shunting, building, inspecting and departure of a Train in a Rail Yard as applicable to each Customer's requirements, which services may be provided by, or on behalf of the Customers by their own contracted service providers for the purpose of operating their own trains.                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Information</b>                     | means any and all data whether of a historical, current or future nature, irrespective of whether same is stored, recorded or embodied in handwritten, printed, visual, electronic, audible or other format or medium, and belonging to and created by or for the benefit of the Disclosing Party, whether in the possession or under the control of the Disclosing Party, or in the possession or under the control of any other Person, including, without limiting its ordinary meaning, all data, computer data, programming code, codes, letters, telefaxes, telegrams, faxes, documents, agreements, registers, specifications, formulae, maps, plans, drawings, designs, diagrams, images, photographs and any other documentation. |
| <b>Inland Terminal</b>                 | means a Cargo terminal (including a Back-of-Port Terminal) that is not located and operated within a national port and at which Cargo is loaded and/or offloaded, handled and/or stored and includes, without limitation, the City Deep Terminal, the Kaserne Terminal, the PretCon Terminal, the KasCon Terminal, Kaalfontein Terminal, Belcon Terminal, Bloemcon Terminal, Mascon Terminal and Vaalcon Terminal.                                                                                                                                                                                                                                                                                                                         |
| <b>Interface Management Agreement</b>  | means an agreement concluded between the TRIM and interface parties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Integrated Train Plan or ITP</b>    | means the master train plan and schedule developed and adopted by the TRIM, from time to time, and which provides for and governs the integrated scheduled operation of Trains within the Network.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Intermodal Trains</b>               | means Trains that move Cargo which can be interchangeably transported using various modes of transport, such as containers and automotive cargo.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Loading Profile</b>                 | means the loading related specifications, profiles and procedures set out or to be set out by the TRIM in a schedule setting out the manner and the parameters within which Cargo must be loaded in a Rail Wagon.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Loading Site</b>                    | means a Terminal, station or Railway Siding where the loading of Cargo takes place.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Locomotive</b>                      | means a powered railway vehicle used for hauling (pulling or pushing) other rail vehicles, including Rail Wagons, passenger coaches, and other rolling stock types along the rail infrastructure and that complies with the specifications in this Network Statement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Loss</b>                            | has the meaning ascribed to that term in the Rail Access Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Main Line</b>                       | means a portion of the Network comprising a principal high density railway line (including a heavy haul line) which may traverse one or more stations, rail junctions, and crossing loops.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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| <b>Marshalling</b>                 | means the act or process of directing the building a train in a <i>marshalling</i> yard by way sorting or organising Rolling Stock (primarily rail wagons) into a specific order, taking into account (a) safety requirements (for example, to avoid coupler breakages owing to excessive train dynamic and coupler forces, empty wagons should be marshalled as the last block behind the rest of the loaded wagons where both sets of wagons should be built onto one train), and (b) optimal blocking (where different consignments (aka blocks) are organised on a train so that enroute shunting is minimised by placing the blocks in a specific order).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Marshalling Yard</b>            | means a depot or rail yard where Rail Wagons are marshalled, shunted and made up into trains.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Mass</b>                        | means the gross mass of Cargo (without any deduction, if applicable, for any moisture content) as determined in Tonnes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Maximum Carrying Capacity</b>   | means the allowable carrying capacity of a Rail Wagon (not exceeding the maximum prescribed axle load limitation of the infrastructure).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Memorandum of Incorporation</b> | means a document that sets out the rights, duties and responsibilities of shareholders, directors and other persons involved in a company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>MHSA</b>                        | means Mine Health and Safety Act No. 29 of 1996.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Movement Authority</b>          | means the permission to bring into motion rail vehicles to occupy a network section under specific conditions and where the limit of authority is issued.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>MTS</b>                         | means the Master Train Schedule developed by the TRIM setting out the Train Paths or a combination of Train Paths on the total Network.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>National Rail Master Plan</b>   | means a plan of action that sets out a sustainable approach to strategic rail network planning and a long-term plan that informs all future developments of rail in South Africa which is co-ordinated and managed by the Department of Transport                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>NEMA</b>                        | means the National Environmental Management Act, 107 of 1998.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Network</b>                     | means the TRIM's freight rail network and includes all Corridors, Routes, Sections, Segments existing as at the publication date of this Network Statement, and that connects all Terminals; Private Sidings and Loading Sites and that includes all Rail Infrastructure and the Railway Reserve which are owned, used, operated and maintained by or on behalf of the TRIM for purposes of conducting Rail Operations and performing both Network Services and Occurrence Management Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Network Services</b>            | <p>means the Network related services that are performed by or on behalf of the TRIM in relation to each Train Path, as described more fully in Chapter 5, and which include:</p> <ul style="list-style-type: none"> <li>• the operation and control of the Network;</li> <li>• the scheduling of all Trains, inter alia, in accordance with this Network Statement, the ITP, the Rail Access Agreement and Applicable Laws and, the associated granting of Access to an Access Seeker for purposes undertaking Transport Services in relation to each Train Path, including any required Cancellation, suspension and/or deviation of Trains;</li> <li>• the exercise of Train control including the placement, inspection, building, breaking, dispatching and departure of Trains within, and from, Marshalling Yards, and all associated shunting of loaded and empty Rail Wagons within Marshalling Yards and, where applicable, to and from Exchange Yards;</li> <li>• the exercise of control over and in respect of all Trains and Train movements within the Network (including all Rail Yards), Train signalling, and includes the issuing of any associated directives and instructions by the TRIM; and</li> </ul> |

- the provision of information and the issuing of notifications to the Customers including, inter alia, in respect of Annual Shutdowns, Planned Occupations, unplanned occupations, Incidents, Occurrences and emergencies

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| <b>Network Statement</b>                      | means this statement as at the publication date hereof and as published from time to time thereafter (including any revisions or amendments hereto as well as any re-statements hereof), and which seeks to provide Customers with a detailed overview of the Rail Infrastructure and related equipment comprising the relevant portion of the Network that is associated with each Corridor or Route on which a Access Seeker may perform Transport Services in relation to each Train Path that is awarded to it, and includes conditions of Access to the Network, commercial and operating parameters and requirements, the performance of Network Services by the TRIM, technical and safety specifications and requirements, the scheduling and departure of Trains and associated Train Movements and Disruptions, the regulating of Cargo, Approved Cargo, Dangerous Cargo and Unlawful Cargo, Force Majeure, and provisions regulating Incidents and Occurrence Management Services.                                                                                                                                                                                                                                                 |
| <b>OCC</b>                                    | means the Operations Command Centre of the TRIM, which is responsible for the design, planning, monitoring, deviation management and Train control/movement on the rail network.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Occurrence Management Services</b>         | means the services that are provided by the TRIM in order to restore Access to Network following an Occurrence, which shall be procured by the applicable party in terms of the Rail Access Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Occurrence Management Services Charges</b> | means the corresponding charges that are payable by an Access Seeker for the performance of Occurrence Management Services by the TRIM, as provided for in terms of the Rail Access Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Railway Occurrence</b>                     | means any Accident or Incident. Means a railway accident or incident as prescribed by the Minister as a railway occurrence in terms of Section 48(1) of the Railway Safety Act, 2024.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>OEM</b>                                    | means an original equipment manufacturer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>OHSA</b>                                   | means the Occupational Health and Safety Act, 1993, (Act No. 85 of 1993).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Once-Off Train Path</b>                    | means Capacity which is not committed upfront to Access Seekers, and which is required by Access Seekers for the rendering of once-off Transport Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Operator</b>                               | Means a: <ul style="list-style-type: none"> <li>(a) network operator, who is a person who is responsible and accountable for the operation, construction or maintenance of a railway, including—               <ul style="list-style-type: none"> <li>(i) the safety of a network or part thereof, including the proper design, construction, operation, maintenance and integrity of a network;</li> <li>(ii) ensuring compliance of rolling stock with the applicable standards of a network;</li> </ul>               or               <ul style="list-style-type: none"> <li>(iii) authorising and directing the safe and secure movement of rolling stock on a network;</li> </ul> </li> <li>(b) train operator, who is a person who is responsible and accountable for the—               <ul style="list-style-type: none"> <li>(i) safe movement of rolling stock on a network;</li> <li>(ii) safety and integrity of rolling stock; and</li> <li>(iii) safety of freight or persons being conveyed;</li> </ul> </li> <li>(c) a combination of (a) and (b); or</li> <li>(d) a person who, although not owning, financing or controlling the relevant Network or train, as the case may be, is a concessionaire or a person</li> </ul> |

who performs the functions contemplated in (a) and (b) on behalf of the person who owns, finances or controls such network or train, in respect of the relevant assets, infrastructure or operations.

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| <b>Operating Costs</b>     | means the costs to be recovered by the TRIM through the tariffs approved by the Minister of Transport and includes, inter alia: labour costs, maintenance and material costs, head office operating costs, security costs, fuel and energy cost, leasing costs, professional fees and miscellaneous operating costs (e.g. environmental management, health and sanitation, legal, risk, compliance and insurance costs). Depreciation costs are excluded.                                                                                                                                                                                                           |
| <b>Overloading Charges</b> | means the surcharges, per Rail Wagon, which are: <ul style="list-style-type: none"><li>• payable by an Access Seeker to the TRIM in the event that the Actual Mass of Cargo loaded by an Access Seeker into or onto a given Rail Wagon exceeds the Maximum Carrying Capacity of such Rail Wagon by 2 (two) or more metric Tonnes; or</li><li>• where the gross Mass of a Rail Wagon exceeds the maximum axle load of a portion, Section or Segment of the Network as specified by the TRIM.</li></ul>                                                                                                                                                               |
| <b>Permanent Way</b>       | means the railway track comprising of the earthwork formation, ballast, sleepers, rails, fastenings and other associated assets and equipment, together with the land on which such earthwork formation, ballast, sleepers, rails and fastenings are laid and includes all level crossings, bridges, tunnels, culverts, retaining walls or other structures used for the support of, or otherwise in connection with same.                                                                                                                                                                                                                                          |
| <b>Parties</b>             | means the parties to this Agreement being the TRIM and the Access Seeker, and " <b>Party</b> " means any one of them, as the context dictates.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Person</b>              | has the meaning ascribed to that term in the Rail Access Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Personnel</b>           | means, depending on the context: <ul style="list-style-type: none"><li>• Train Drivers, Train Assistants, safety personnel, and other persons employed or contracted by an Access Seeker who operate Trains and/or to undertake the performance of Transport Services, and</li><li>• persons employed or contracted by TRIM to perform the Network Services.</li></ul>                                                                                                                                                                                                                                                                                              |
| <b>Pilot</b>               | means a Competent and certified section manager or Train Driver, with the necessary road knowledge of a particular section of a railway line, who accompanies a Train Driver on the footplate to assist the Train Driver with knowledge of the section they are traversing, without having any responsibilities or duties whatsoever in respect of the Train Driver and locomotive.                                                                                                                                                                                                                                                                                 |
| <b>Planned Occupations</b> | means the planned occupation by the TRIM of one or more portions, Sections or Segments of the Network for purposes of undertaking maintenance, inspection, upgrade, repair and/or replacement activities and/or any capital expansion activities (including any construction works and commissioning activities), which may endure for a period of up to 12 hours provided that the TRIM shall give the Customers at least 7 (seven) Days' prior written notice of the date of commencement of each "Planned Occupation", it being recorded that Planned Occupations and unplanned occupations are dealt with more fully in section 6.4.2 of this Network Statement |
| <b>Points</b>              | means the movable blades of the railway infrastructure which guide the wheels of a Locomotive or Rail Wagon towards either the straight or the diverging or the converging railway track.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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| <b>Port Terminal</b>         | means a Cargo terminal that is located and operated within the boundaries of a national port and at which Cargo is loaded and/or offloaded, handled and/or stored.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>PPI</b>                   | means, the Producer Price Index, the average changes in prices received by domestic producers for their output and is published by Statistics South Africa in Statistical release P0142.1, table C1 – Final manufactured [goods], calculated: <ul style="list-style-type: none"> <li>• over a 12 (twelve) month period to the end of December (inclusive);</li> <li>• from figures published by Statistics South Africa or its successor.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>PRASA</b>                 | means the Passenger Rail Agency of South Africa established in terms of section 22 of the Legal Succession to the South African Transport Services Act No. 9 of 1989, as amended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Pricing model</b>         | means the methods you can use to determine the price of goods, services or products.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Primary communication</b> | means the signalling aspects that a Train Driver will see as remotely operated by a Train Control Officer as authority to proceed, slow down or stop. In a degraded network condition, a fallback operating system such as manual or verbal authorisations, shall be the default train control system. Verbal communication includes voice logged Trunk radios between the Train Crew and the Train Control Officer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Private Siding</b>        | means a railway line or yard in private use and/or ownership which is connected to a railway line and includes any associated privately owned and/or operated premises, shunting yard, marshalling yard, siding extension and includes any section of a railway line which, either directly or indirectly, provides access to the Network.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Quarter</b>               | means in respect of each Contract Year a period of 3 (three) consecutive months, the first such period commencing on the Commencement Date and each subsequent Quarter commencing on 1 July, 1 October, 1 January and 1 April of each Contract Year; and "Quarterly" shall have a corresponding meaning.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Rail Access Agreement</b> | means the agreement that is required to be concluded between an Access Seeker and the TRIM.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Rail Infrastructure</b>   | railway lines and other structures, buildings and equipment, together with the corresponding land, located on railway premises, designed for the management, passenger or freight transport, and for the maintenance of the infrastructure manager's property for these purposes. Railway line is defined as a railroad that has a start and an end, together with its adjacent strip of land, and includes line sections, buildings, structures and equipment designed to manage rail traffic, together with their corresponding land. Therefore, railway infrastructure comprises railway lines (together with buildings, structures and equipment designed to manage rail traffic and their corresponding land) and other buildings, structures and equipment, together with their corresponding land, located on railway premises, designed for the management, passenger or freight transport, and for the maintenance of the infrastructure manager's property for these purposes. All these elements make up railway infrastructure as a whole. Sole "structures, buildings, and equipment, together with their corresponding land", can form part of railway infrastructure as well, provided that they are "located on railway premises and designed for the management, passenger and freight transport, and for the maintenance of the infrastructure manager's property for these purposes". Such structures also include the so-called service facilities, which provide access to the equipment required for train service. Similarly, railway lines located on railway premises in an area where no other structures or buildings are present, are part of railway infrastructure. |

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| <b>Rail Transport</b>                  | means any transportation of persons or Cargo by rail, and for purposes of the National Rail Master Plan includes any rail related operations and activities that are necessary for the support, facilitation or use of rail transportation.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Rail Wagon</b>                      | means a rail wagon that complies with the specifications contained in this Network Statement and that is used for the conveyance of Authorised Cargo.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Rail Yard</b>                       | means a facility with a series of railway lines located within the Network meant for storing, sorting, classification, de-classification, loading and un-loading of Rolling Stock, and includes Marshalling Yards, Exchange Yards, and railway sidings that form part of the Network.                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Railway</b>                         | means a guided system designed for the movement of Rolling Stock that has the capability of transporting Cargo on the Permanent Way and includes the Railway Reserve, Rolling Stock, plant, machinery, goods and other immovable or movable property of every description or kind used or set aside for use in connection with or for the purpose of a Railway Operation.                                                                                                                                                                                                                                                                                                                      |
| <b>Railway Capacity</b>                | means the number of Trains that can travel over a given section of line during a given period of time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Railway Land</b>                    | means the Permanent Way, the Rail Reserve, Railway Sections and any associated land used for rail operations by TRIM.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Railway Operation</b>               | means the activities performed by a network operator, train operator, construction train operator, train testing and commissioning operator or any other type of railway operation designated by the Minister by notice in the Gazette or any part or combination of them.                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Railway Reserve</b>                 | means the width of the land on either side of the centre line of the Permanent Way and which extends to the proclaimed railway boundaries, which are usually demarcated by walls, fences, gates or other structures bounding such railway boundaries and which includes the land upon and within which the Permanent Way, stations, level crossings, Points, Crossing Loops, rail yards and depots, Marshalling Yards, sidings, and associated Rail Infrastructure such as Signalling Equipment, power supply infrastructure and equipment, communications and telecommunications infrastructure, security infrastructure and other related facilities, buildings and structures; are located. |
| <b>Railway Sections</b>                | means that portion of a Route or a Corridor between (where applicable) <ul style="list-style-type: none"> <li>• two telegraph stations;</li> <li>• two token stations;</li> <li>• two Crossing Loops;</li> <li>• a telegraph station and a token station;</li> <li>• a telegraph station and a Crossing Loop; or</li> <li>• a token station and a Crossing Loop.</li> </ul>                                                                                                                                                                                                                                                                                                                    |
| <b>Reasonable and Prudent Operator</b> | means a Person acting in good faith with the intention to perform its contractual obligations and, in so doing, and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected to be exercised by a skilled and experienced operator complying with all Applicable Laws and engaged in the same or similar type of undertaking and under the same or similar circumstances and conditions                                                                                                                                                                                                 |

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| <b>Relevant Authority</b>           | means any ministry (save where the relevant ministry, in exercising its authority is acting in its capacity as shareholder of the TRIM), department (save where the relevant department, in exercising its authority is acting in its capacity as shareholder of the TRIM), agency, authority or body of South Africa or any other public authority, body, entity or Person having jurisdiction in terms of the Applicable Laws over or in respect of any matter arising from or in any way connected with the rail transport, storage, stockpiling, handling, loading, importation and/or exportation of Cargo (including Approved Cargo). |
| <b>Renewal Period</b>               | means a period specified in a given Rail Access Agreement and which shall commence on the 1 <sup>st</sup> (first) Day following the last Day or the last Contract Year of the Contract Period that is specified in the relevant Rail Access Agreement.                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>RIC</b>                          | means the Rail Incident Commander, namely a person appointed or contracted by the TRIM to take charge of clear-up operations at the scene of Occurrences.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Rolling Stock</b>                | means a Locomotive, a Rail Wagon, a motor trolley, a Road-Rail Vehicle, On Track Machines, etc., approved by the RSR and the TRIM for operation on the Network and that complies with the specifications contained in this Network Statement.                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Rolling Stock Maintenance</b>    | means all tasks, functions and activities required to be undertaken by an Access Seeker in order to maintain its Rolling Stock in a Train Worthy and safe operating condition and for purposes of enabling it to perform Transport Services and undertaking all related safe Train operations and movements.                                                                                                                                                                                                                                                                                                                                |
| <b>Route</b>                        | means a portion of the Network that links two or more Rail Yards and/or Loading Sites by means of the Network and in respect of which the TRIM will perform Network Services and each relevant Access Seeker will perform Transport Services.                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Route Logistics Forum or RLF</b> | means the forum comprising authorised representatives of the TRIM and the Access Seekers, and which has been established to undertake the functions and address the matters ascribed to it in the terms of reference contained herein.                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>RSR</b>                          | means the Railway Safety Regulator who performs its functions in terms of the Railway Safety Act, 2024 (Act No. 30 of 2024).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Railway Safety Act</b>           | means the Railway Safety Act, 2024 (Act No. 30 of 2024), .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Railway Safety Regulations</b>   | means regulations issued from time to time in terms of the Railway Safety Act, 2024 (Act No. 30 of 2024)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>RSR Standards</b>                | Means the Railway Safety Regulator Standards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Safety Improvement Plan</b>      | means the safety improvement plan compiled and produced by an Access Seeker for its railway undertakings, which is incorporated herein by reference.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Safety Management System</b>     | has the meaning ascribed to it in SANS 3000 which "means a formal framework for integrating safety into day-to-day railway operations and includes safety goals and performance targets, risk assessment, responsibilities and authorities, rules and procedures, monitoring and evaluation processes and any other matter prescribed".                                                                                                                                                                                                                                                                                                     |
| <b>Safety Permit</b>                | means a permit required by an operator (Network Operators, Train Operators etc.) in terms of Section 30 of the Railway Safety Act, 2024 (Act No. 30 of 2024).                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>SANS 3000</b>                    | means the series of Standards of the South African National Standard for Railway Safety Management as issued by Standards South Africa, a division of the South                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|                                | African Bureau of Standards and as amended from time to time by the Safety Regulator.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>SANS 10228:2</b>            | means the series of Standards of the South African National Standards for the identification and classification of dangerous goods for transportation by road and rail modes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Secondary communication</b> | means the radio/cell phone communication between the Train Control officer and driver during fall back procedures. Official voice logged cell phone communication using company phones is used as backup communication.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Section Manager</b>         | means a manager in charge of one or more Section/s.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Services</b>                | means the Network Services and the Occurrence Management Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Service Conditions</b>      | means the special instructions available from the TRIM and/or any relevant Competent Authority requirement as stipulated by applicable legislation upon request relating to loading methods for general, dangerous and/or hazardous goods, and the packaging, acceptance, transport and delivery of those goods when conveyed in freight containers, Rail Wagons and road vehicles.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Service Level Agreement</b> | means a documented agreement between a service provider and an Access Seeker that identifies both the services required and the expected level at which the service must be rendered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Service Provider</b>        | means any third party that is contracted by the TRIM to perform any aspect of the Network Services and/or the Occurrence Management Services for or on behalf of the TRIM.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Shareholder</b>             | means a holder of Equity in a business entity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Shareholders' Agreement</b> | means the agreement(s) between the Shareholders and a legally registered South African business entity in respect of the Equity (e.g., Access Seeker, Siding operator, etc.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Shunting</b>                | <p>means the physical movement of Rolling Stock from one part of a rail yard to another, or the act of physically moving forwards and backwards Rolling Stock on the same line in a rail yard, in order to either ensure, for example, marshalling (the act of arranging/sorting Rolling Stock into a specific order so as to build a train) is achieved.</p> <p>It also means the act of removing Rolling Stock that is deemed not Train worthy from a train is achieved through the act of shunting. Similarly, the act of removing a NTG rail wagon from one part of a rail yard to a repair facility inside the same rail yard is regarded as shunting (the removal of NTG wagons from a rail yard or from anywhere on the mainline to a different rail yard that has repair facilities <b>does not constitute shunting</b>).</p> |
| <b>Siding</b>                  | means a section of line adjacent to the Main Line used for parking, unloading or loading of trains before it takes up a Train Path on the Main Line                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Signal</b>                  | means a visual display device that conveys instructions or provides warning of instructions regarding the driver's authority to proceed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Skew Loading</b>            | means cargo loaded in wagons in a manner that is it not spread uniformly over the length and width of the rail wagon as per loading profiles set out in Annexure 22                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Train Path Capacity</b>     | means a right that allows an Access Seeker to execute the running of a Train on a specific section of track at a specific and predetermined timeframe                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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| <b>Switched on schedules</b>       | means the final schedule of Train Paths extracted from the Master Train Schedule (MTS) by the TRIM from 7 (seven) Days to 24 hours before departure time. The schedule of Train Paths activated for service after the weekly do-ability, daily conferences, Countdown Process and scheduling input processes are concluded is published at specified times electronically for all Access Seekers to access                                   |
| <b>Tactical Volume Plan Method</b> | means the 12 (twelve) months rolling Tactical Volume Plan based on the GTKs, used to plan the execution of rail services based on capacity allocated in accordance with Agreement entered into with Customers.                                                                                                                                                                                                                               |
| <b>Tax Clearance Certificate</b>   | means a document issued by SARS confirming that an entity's and a Person's tax affairs are in order.                                                                                                                                                                                                                                                                                                                                         |
| <b>TEMS</b>                        | means the Train Execution Management System which is used by the TRIM to record Train Cancellations;                                                                                                                                                                                                                                                                                                                                         |
| <b>TFR</b>                         | means Transnet SOC Ltd, acting through its Transnet Freight Rail Division, in its capacity as an Access Seeker and Customer of the TRIM.                                                                                                                                                                                                                                                                                                     |
| <b>Terminal</b>                    | means a Port Terminal or an Inland Terminal where Cargo handling, storage, loading and offloading of rail wagons is performed.                                                                                                                                                                                                                                                                                                               |
| <b>TETA</b>                        | means the Transport Education Training Authority                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Timetable Period</b>            | means the official operating period when the published timetable will be applicable. The period starts on 1 April and ends on 31 March the following year.                                                                                                                                                                                                                                                                                   |
| <b>Customer's Insurances</b>       | has the meaning ascribed to this term in the Rail Access Agreement.                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Tonne</b>                       | means a metric tonne of 1 000 (one thousand) kilograms and <b>"Tonnage"</b> shall have a corresponding meaning.                                                                                                                                                                                                                                                                                                                              |
| <b>Train</b>                       | means a self-propelled rail vehicle (such as a motor inspection trolley or Rail-Road-Vehicle, etc.), or a series of connected Rail Wagons moved by a Locomotive operated on the Network by an Access Seeker for purposes of providing Transport Services in respect of Authorised Cargo on a given Route, and that complies with the relevant specifications, allowable configurations and requirements contained in this Network Statement. |
| <b>Train Assistant</b>             | means a licensed employee of a Access Seeker that assists the Train Driver and is responsible for the performance of certain specified duties relating to the safe and efficient movement of a Train.                                                                                                                                                                                                                                        |
| <b>Train Configuration</b>         | means the description of the combination or assembly of Rolling Stock making up a Train, including <ul style="list-style-type: none"> <li>(i) the number of Rail Cars and Locomotives on the Train, and</li> <li>(ii) the identification number and tare of individual items of Rolling Stock and the order in which those Rolling Stock items are marshalled on the Train.</li> </ul>                                                       |
| <b>Train Control</b>               | means the control and regulation of all rail operations (including Train Movements, movements of Rolling Stock and track maintenance vehicles) to ensure the safe, efficient and proper operation of the Network.                                                                                                                                                                                                                            |
| <b>Train Control Officer</b>       | means a Competent employee authorised by the TRIM or designated network operator and that is responsible for the authorisation of movement of Trains on the Network.                                                                                                                                                                                                                                                                         |
| <b>Train Crew</b>                  | means the Train Driver and Train Assistant who take up their position in a locomotive and are in charge of the movement of trains on the Network                                                                                                                                                                                                                                                                                             |

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| <b>Train Despatcher</b>           | means an authorised person who performs Train dispatching duties                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Train Driver</b>               | means a licensed employee in charge of and responsible for the driving activities of Trains                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Train Kilometre (Train Km)</b> | <p>The distance that a train runs on the railway network from its Origin Point to its Destination Point. Includes every complete or partial movement of a train, regardless of whether it is carrying passengers, freight, or running empty.</p> <p>Train Km = Number of Trains × Distance Travelled (in km per train)</p>                                                                                                                                           |
| <b>Train Length</b>               | means the absolute length of a Train from end to end, either expressed in meters or in the number of wagons, as specified in this Network Statement.                                                                                                                                                                                                                                                                                                                 |
| <b>Train Monitoring</b>           | means the tracking of the movement of Trains within the Network including along any Route, in order to monitor and provide status updates to the Irrelevant stakeholders.                                                                                                                                                                                                                                                                                            |
| <b>Train Movement</b>             | means the operation of a Train on the rail track at a time scheduled in the timetable for the predominant purpose of conveying cargo and includes the empty movement of such a Train.                                                                                                                                                                                                                                                                                |
| <b>Movement Authority</b>         | means the written/verbal, or digital authority issued by a Train Control Officer to the Train Crew for a Train to proceed beyond a signal and occupy a subsequent block section of the Network.                                                                                                                                                                                                                                                                      |
| <b>Train Operator (TOC)</b>       | Means an operator who holds a safety operating permit as a train operator as defined in the Railway Safety Act, 2024. A train operator is defined as a person who is responsible and accountable for the — (i) safe movement of rolling stock on a network; (ii) safety and integrity of rolling stock; and (iii) safety of freight or persons being conveyed.                                                                                                       |
| <b>Train Path</b>                 | means the infrastructure capacity within the Network that is required to operate a Train from origin to destination, over a given period of time, referred to as a “Slot” in previous versions of the Network Statement                                                                                                                                                                                                                                              |
| <b>Train Token</b>                | means an authorisation issued to a Train Driver permitting him to proceed over a prescribed section of a single railway line forming part of the Network and under specified conditions.                                                                                                                                                                                                                                                                             |
| <b>Tactical Volume Planning</b>   | means the 12 (twelve) months rolling Tactical Volume Plan based on the GTKs, used to plan the execution of rail services based on capacity allocated in accordance with the Rail Access Agreement entered into with the Access Seeker.                                                                                                                                                                                                                               |
| <b>Train Working Rules</b>        | means the rules and requirements for operation and observation of fixed signals, working of points and signals, control of yards and stations, duties of locomotive and yard personnel, protection of trains and maintenance of Permanent Way and works.                                                                                                                                                                                                             |
| <b>Train Worthy</b>               | means Rolling Stock that is technically sound, complies with the TRIM’s operating instructions and generally meets the applicable standards of the TRIM Network including prescribed conditions/restrictions and vehicle loads that conform to loading specifications and Certified as such by appropriately qualified Personnel accredited by the relevant authorities such as the RSR, the SANS 3000 2-3 standards, and supplement by TRIM technical requirements. |
| <b>Transnet</b>                   | means Transnet SOC Ltd and includes any operating division thereof, as may be applicable from time to time.                                                                                                                                                                                                                                                                                                                                                          |
| <b>Transport Services</b>         | means the performance by an Access Seeker of various rail transportation services in relation to a Train Path, including, but not limited to:                                                                                                                                                                                                                                                                                                                        |

- The delivery of empty Rail Wagons that are fit for the conveyance of Cargo, to each Loading Site;
- The hauling of a Train through the Loading Site during the conducting of loading operations at the relevant Loading Site;
- The collection of loaded Rail Wagons for rail transportation to a Rail Yard;
- The rail transportation of loaded Rail Wagons from a Loading Site to a Terminal and excluding, for the avoidance of doubt, the offloading of the relevant Cargo at the Rail Yard;
- The delivery of loaded Rail Wagons to a Rail Yard; and
- Following the offloading of the Cargo at the relevant Rail Yard, the collection of empty Rail Wagons from the Rail Yard.

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| <b>Transport, Transported and Transportation</b> | means to move Cargo from one point to another on the Rail Network                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Trip Time</b>                                 | means a period of time spent in travelling from one point to another as defined in the Master Train Schedule or Train Plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Track Circuit</b>                             | means a safe electrical system that uses the rails to detect if a section of track between a transmitter and a receiver is vacant or occupied partially or fully by a train or other rail vehicle. It serves as an input to a signal interlocking to help it control signals and prevents conflicting movement authorisations via signals, which keeps a safe buffer between train movements                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Underloading Charges</b>                      | <p>means the charges per Rail Wagon, which are payable by an Access Seeker to the TRIM in the event that the Actual Mass of Cargo for freight Cargo except for Intermodal and Container trains, loaded by an Access Seeker into a Rail Wagon for the loaded portion of a Train, is 10 (ten) Tonnes or more below the Maximum Carrying Capacity, calculated using the lowest axle weight limitation for any Network between the loading site of the wagon and the off-loading site of the wagon.</p> <p>Where Trains originate or are destined to on railway networks controlled by other Infra Managers in South Africa or other authorities outside of South Africa, then the lowest axle weight of any section the Train traverses will be used for the calculation of the Maximum Carrying Capacity of the Rail Wagon, subject to safety considerations.</p> |
| <b>Unlawful Cargo</b>                            | means any Cargo for which the transportation, storage, handling and/or possession of is unlawful in accordance with the Applicable Laws, including Hazardous Substances in respect of which a Access Seeker and/or its customer(s) have failed to comply with the requirements of the Hazardous Substances Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Weekly Train Schedule</b>                     | means a weekly schedule prepared and published by the TRIM in respect of the Route which sets out the Train Path(s) allocated to each Access Seeker.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Weigh-in-motion</b>                           | means designed to capture and record the axle weights and gross vehicle weights as rail vehicles drive over the respective weigh-in-motion devices (such as assized weigh-in-motion systems, etc.), at designated and applicable train speeds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Writing</b>                                   | means legible writing and in English and includes any form of electronic communication contemplated in the Electronic Communications and Transactions Act, 25 of 2002                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Yard Countdown</b>                            | means a process to assess the state of departure readiness of Train, by way of ensuring adequate resources are available as planned for the efficient execution of yard activities, enabling adherence to scheduled departure times for all scheduled Trains.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

**Yard Operations Services**

Mandatory yard operations services refer primarily to marshalling activities which are initiated by a yard planning and countdown process which is an extension of the Integrated Train Planning process required to ensure that the movement of trains is synchronised across the network. These services are regulated and are performed by Yard Operating Companies on behalf of the TRIM to complete its service of supplying a Train Path. The costs are passed on to user based on usage.

**Yard Operating Company**

means a railway operator responsible for the management, control, and execution of shunting and safe movement of rolling stock within a designated Marshalling Yard or Rail Yard.

## ABBREVIATIONS

| Abbreviation | Meaning                                                                        |
|--------------|--------------------------------------------------------------------------------|
| <b>AC</b>    | Alternating Current                                                            |
| <b>ASIP</b>  | Annual Safety Improvement Plan                                                 |
| <b>ATW</b>   | African Track Warrant                                                          |
| <b>AWIMS</b> | Assized Weigh-in-Motion Systems                                                |
| <b>BCEA</b>  | Basic Conditions of Employment Act, 75 of 1997                                 |
| <b>CAA</b>   | Civil Aviation Authority                                                       |
| <b>CAS</b>   | Condition Assessment Systems                                                   |
| <b>CS90</b>  | Control System 90                                                              |
| <b>CSC</b>   | Container Safety Convention                                                    |
| <b>CTC</b>   | Centralised Traffic Control                                                    |
| <b>CTSP</b>  | Construction Train Safety Permit                                               |
| <b>DC</b>    | Direct Current                                                                 |
| <b>DED</b>   | Dragging Equipment Detector                                                    |
| <b>DoT</b>   | Department of Transport                                                        |
| <b>ECSA</b>  | Engineering Council of South Africa                                            |
| <b>EMPr</b>  | Environmental Management Programme                                             |
| <b>ERT</b>   | Embedded Rail Technology                                                       |
| <b>FDM</b>   | Freight Demand Model                                                           |
| <b>GMA</b>   | Gauteng Management Agency                                                      |
| <b>GTK</b>   | Gross Ton Kilometre                                                            |
| <b>ID</b>    | Identity Document                                                              |
| <b>IIMS</b>  | Integrated Incident Management System (replacement for previous "TOMS" system) |
| <b>TRIM</b>  | Transnet Rail Infrastructure Manager                                           |
| <b>IMV</b>   | Infrastructure Measuring Vehicle                                               |
| <b>IOOS</b>  | Integrated on-board operational system                                         |
| <b>IRERC</b> | Interim Rail Economic Regulatory Capacity                                      |
| <b>ISO</b>   | International Standards Organisation                                           |
| <b>ITP</b>   | Integrated Train Plan                                                          |
| <b>KM</b>    | Kilometre                                                                      |

|               |                                                                                                    |
|---------------|----------------------------------------------------------------------------------------------------|
| <b>KV</b>     | Kilovolt                                                                                           |
| <b>LRA</b>    | Labour Relations Act, 66 of 1995                                                                   |
| <b>MHSA</b>   | Mine Health and Safety Act, 29 of 1996                                                             |
| <b>MTS</b>    | Master Train Schedule                                                                              |
| <b>NEMA</b>   | National Environmental Management Act, 107 of 1998                                                 |
| <b>NDA</b>    | Non-Disclosure Agreement                                                                           |
| <b>NRMP</b>   | National Rail Master Plan                                                                          |
| <b>NRP</b>    | National Rail Policy                                                                               |
| <b>NSPO</b>   | Network Services Planning and Operations                                                           |
| <b>NTG</b>    | Not To Go – referring to Rail Wagons that are marked as not Train Worthy and therefore “not to go” |
| <b>NTK</b>    | Net Tonne Kilometre                                                                                |
| <b>NWB</b>    | Next Week’s Business                                                                               |
| <b>OBC</b>    | Onboard Computer                                                                                   |
| <b>OCC</b>    | Operations Command Centre                                                                          |
| <b>OHS</b>    | Occupational Health and Safety Act, 85 of 1993                                                     |
| <b>Ohte</b>   | Overhead Track Equipment                                                                           |
| <b>OMP</b>    | Occupational Medical Practitioner                                                                  |
| <b>POC3</b>   | Proof of Concept 3                                                                                 |
| <b>POPIA</b>  | Protection of Personal Information Act, 4 of 2013                                                  |
| <b>POSMOR</b> | Principles of Safe Movement on Rail                                                                |
| <b>PRASA</b>  | Passenger Rail Agency of South Africa                                                              |
| <b>PSIRA</b>  | Private Security Industry Regulation Authority                                                     |
| <b>PTO</b>    | Port Terminal operator                                                                             |
| <b>QCTO</b>   | Quality Council for Trades and Occupations                                                         |
| <b>RAM</b>    | Rail Addressable Market                                                                            |
| <b>RCG</b>    | Reporting of Conveyances and Goods                                                                 |
| <b>RFP</b>    | Requests for Proposal                                                                              |
| <b>RIC</b>    | Rail Incident Commander                                                                            |
| <b>RSR</b>    | Railway Safety Regulator                                                                           |
| <b>RTO</b>    | Radio Train Order                                                                                  |
| <b>SABS</b>   | South African Bureau of Standards                                                                  |
| <b>SACAA</b>  | South African Civil Aviation Authority                                                             |
| <b>SANS</b>   | South African National Standards                                                                   |

|                |                                                                     |
|----------------|---------------------------------------------------------------------|
| <b>SAPS</b>    | South African Police Service                                        |
| <b>SARS</b>    | South African Revenue Service                                       |
| <b>SATAWU</b>  | South African Transport and Allied Workers Union                    |
| <b>SDA</b>     | Skills Development Act, 97 of 1998                                  |
| <b>SIP</b>     | Strategic Integrated Project                                        |
| <b>SLA</b>     | Service Level Agreement                                             |
| <b>SMS</b>     | Safety Management System                                            |
| <b>TAFoR</b>   | Transnet Academy Faculty of Rail                                    |
| <b>TAS</b>     | Train Authorisation Systems                                         |
| <b>TCSP</b>    | Testing and Commissioning Safety Protocols                          |
| <b>TE</b>      | Transnet Engineering                                                |
| <b>TETA</b>    | Transnet Education Training Authority                               |
| <b>TFR</b>     | Transnet Freight Rail                                               |
| <b>IIMS</b>    | Integrated Incident Management System (replacement system for TOMS) |
| <b>TMS</b>     | Train Monitoring System                                             |
| <b>TOC</b>     | Train Operating Company                                             |
| <b>TSP</b>     | Temporary Safety Permit                                             |
| <b>TSR</b>     | Temporary Speed Restriction                                         |
| <b>TVP</b>     | Tactical Volume Planning                                            |
| <b>TWR</b>     | Train Working Rules                                                 |
| <b>TNPA</b>    | Transnet National Ports Authority                                   |
| <b>UBRD</b>    | Ultrasonic Broken Rail Detector                                     |
| <b>UHF</b>     | Ultra-High Frequency                                                |
| <b>UNTU</b>    | United National Transport Union                                     |
| <b>VAT</b>     | Value Added Tax                                                     |
| <b>VDU</b>     | Visual Display Unit                                                 |
| <b>VIS</b>     | Vehicle Identification System                                       |
| <b>WILMA</b>   | Wayside Intelligent Long stress Management System                   |
| <b>WIM-WIM</b> | Wheel Impact Monitor - Weigh-in-Motion System                       |
| <b>YCD</b>     | Yard Countdown                                                      |

## **1.2. INTERPRETATION**

- 1.2.1. The headings of the chapters, sections and paragraphs in this Network Statement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Network Statement nor any clause hereof unless a contrary intention clearly appears.
- 1.2.2. In this Network Statement words importing:
  - 1.2.2.1. any one gender includes the other gender and neuter;
  - 1.2.2.2. the singular includes the plural and vice versa; and
  - 1.2.2.3. natural persons include created entities (corporate or unincorporated), the State and vice versa.
- 1.2.3. If any provision in Section 1.1 above is a substantive provision conferring rights or imposing obligations on the TRIM or a access seeker, then notwithstanding that such provision is contained in such clause, effect shall be given thereto as if such provision were a substantive provision in the body of this Network Statement.
- 1.2.4. Where any term is defined within the context of any particular section or paragraph of this Network Statement, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant section or paragraph, bear the meaning ascribed to it for all purposes in terms of this Network Statement, notwithstanding that such term has not been defined in Section 1.1.
- 1.2.5. When any number of Business Days or days is prescribed in this Network Statement, it shall be reckoned as commencing on the next Business Day which Business Day shall be included in such calculation.
- 1.2.6. Where the word "including" is used in this Network Statement, it shall be construed as meaning "including, without limitation".
- 1.2.7. Expressions defined in this Network Statement shall bear the same meanings in any schedules or annexures to this Network Statement which do not contain their own conflicting definitions.
- 1.2.8. Any reference in this Network Statement to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of publication of the prevailing version of this Network Statement and as amended, consolidated, re-enacted or replaced from time to time to the extent that such amended, consolidated, re-enacted or replacing legislation or subordinate legislation is capable of applying to this Network Statement. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.2.9. The rule of interpretation that a document shall be interpreted against the Party responsible for the drafting or preparation of the contract shall not apply to this Network Statement.

## **1.3. INTRODUCTION**

- 1.3.1. The TRIM owns and is responsible for the provision of access, further development, maintenance, and operation of the Network. The TRIM is also responsible to provide Network Services and Occurrence Management Services to Access Seekers ; control and

oversee the safe and reliable operation of Trains by Access Seekers within the Network; and to administer and enforce the process through which Access Seekers may apply to obtain Access in relation to Train Paths for purposes of securing capacity and/or operating and providing Transport Services.

- 1.3.2. TRIM emphasises the importance of applying the principle of fairness in the treatment of all Access Seekers. No Access Seeker should be afforded preferential treatment over another and this principle is reinforced by the Code of Conduct (Chinese / Ethical walls) already established. Furthermore, the DoT has already pronounced on the TRIM Corporatisation Project which upon its conclusion will further strengthen TRIM's independence and its ability to provide fair, transparent and non-discriminatory access to the railway infrastructure.
- 1.3.3. This Network Statement was amended based on inputs obtained from the rail industry participants during the public consultations that were conducted in July 2026<sup>7</sup> and subsequent direct engagements between the TRIM and the Department of Transport. The inputs and comments from the rail industry participants were reviewed by the TRIM and the Department of Transport and where applicable, the comments and inputs were incorporated into the Network Statement.
- 1.3.4. Ongoing consideration will be given to further inputs and comments from the stakeholders, through the Route Logistics Forum which the TRIM intends holding on a quarterly basis with stakeholders.

## **1.4. PURPOSE OF THE NETWORK STATEMENT**

- 1.4.1. The TRIM is responsible for preparation, publication and periodic revision of the Network Statement. The Network Statement contains, inter alia, the rules, time limits, timelines, procedures, charging principles, requirements, specifications and terms and conditions governing the granting and the use of Access to the Network by access seekers and sets out the Network Services and the Occurrence Management Services to be provided by the TRIM to access seekers.
- 1.4.2. It also contains information regarding the extent and operation of the Network including the Corridors which comprise it, the interfaces with other rail infrastructure owners, and relevant stakeholders.
- 1.4.3. This Network Statement does not extend to or regulate any services which may be provided by TFR or other divisions of Transnet independently from the roles and responsibilities of the TRIM.

## **1.5. SA LEGAL ASPECTS**

### **1.5.1. LEGAL FRAMEWORK**

- 1.5.1.1. The Network Statement is based on and consistent with the following relevant reform drivers or applicable legislation which include but is not limited to:

- 1.5.1.1.1. Railway Safety Act, 2024 (Act No. 30 of 2024);
  - 1.5.1.1.2. National Land Transport Act, 2009 (Act No. 5 of 2009);
  - 1.5.1.1.3. Legal Succession to the South African Transport Services Act, 1989 (Act No. 9 of 1989);
  - 1.5.1.1.4. Public Finance Management Act, 1999 (Act No. 1 of 1999);
  - 1.5.1.1.5. Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996);
  - 1.5.1.1.6. The National Rail Policy, published under Government Notice 2077 in Government Gazette 46356 dated 12 May 2022; and
  - 1.5.1.1.7. National Freight Logistics Roadmap, 2023.
- 1.5.1.2. The regulatory framework for transport, and in particular rail transport, is in a regulatory development process and in preparing the Network Statement the TRIM has also had regard to the following legislation which was signed into law by the President:
- 1.5.1.2.1. Economic Regulation of Transport Act, 2024; and
  - 1.5.1.2.2. Railway Safety Act, 2024, [Effective date 1 August 2025].
- 1.5.1.3. During the transitional process Annexures in the Network Statement may contain references to Transnet and/or Transnet Freight Rail and will be amended when the TRIM is fully established.

## 1.5.2. LEGAL STATUS

- 1.5.2.1. The Network Statement regulates the respective rights and duties of the TRIM and Access Seekers, with regard to Access and the provision of Network Services by the TRIM.
- 1.5.2.2. An Access Seeker must indicate agreement with the terms and conditions of the Rail Access Agreement as part of the Train Path Application Process. Upon approval of an Application for Access, the successful Access Seeker is required to conclude a Rail Access Agreement with the TRIM. The Rail Access Agreement incorporates by reference the terms of the Network Statement, which thereby becomes binding on each Access Seeker.
- 1.5.2.3. Ancillary and Operations Services will be provided to Customers by Operators appointed by the TRIM on the terms and conditions set out in Chapter 7 of the Network Statement. Access Seekers will be required to accept the terms and conditions for ancillary and operations services by the conclusion of an ancillary and operations services agreement with the appointed operator. The TRIM and the Access Seekers rights and obligations will be regulated in the Network Statement and Rail Access Agreement as it relates to ancillary and operations services.

## 1.5.3. LIABILITY

- 1.5.3.1. The Network Statement does not apply to the rail infrastructure network, or railway infrastructure service facilities owned or controlled by PRASA. The TRIM and PRASA are in the process of developing a commercial framework where end-to-end contracting will be facilitated by the TRIM across PRASA's network for an interim period, but PRASA will retain the responsibility and liability for its network and associated risks in the event of delays and Accidents or Incidences. Access tariffs will be charged by the TRIM as

approved by the Minister of Transport for the TRIM. Access Seekers will be required to conclude an Interface Management Agreement with PRASA and all other interfacing parties, where interfaces exist specific to a ACCESS SEEKER, which will govern the regulatory aspects of safety interfaces and commercial aspects of interfaces or the provision of related services at such interfaces which may apply on the PRASA network.

- 1.5.3.2. The Network Statement contains a description of the key elements of the Network and the conditions for its lawful Access and usage, as at the Publication Date.
- 1.5.3.3. In view of the ongoing regulatory development process and possible changes, particularly in terms of information and details about Network infrastructure, it is possible that deviations between the contents of the Network Statement at the Publication Date, and the actual prevailing conditions at the date of Application or approval of an Access Seeker may exist.
- 1.5.3.4. The Network Statement may refer to external third-party websites and documents over which the TRIM has no control. The TRIM cannot assume any liability for the contents of such websites or documents. Should the TRIM receive information about legal infringements in such third-party websites or documents, or inconsistencies between those third-party materials and the Network Statement, the TRIM at its discretion will investigate the information received and take appropriate action where the TRIM has an enforceable right to do so.
- 1.5.3.5. The TRIM takes no responsibility and assumes no liability for the acts and omissions of third parties over which it has no control, including but not limited to national and provincial governments of the Republic of South Africa, any municipality, the RSR, PRASA, TFR, TNPA or any other service provider or supplier to those third parties.

## **1.6. STRUCTURE OF THE NETWORK STATEMENT**

- 1.6.1. The Network Statement is organised into seven chapters, with supplementary appendices providing more detailed information. The Chapters are set out as follows:
  - 1.6.1.1. Chapter 1 (General Information) provides general information on the Network Statement and an overview of the functions of the TRIM, as well as a glossary abbreviation and of defined terms.
  - 1.6.1.2. Chapter 2 (Rail Infrastructure Network) describes the main technical and operating features of the Network. It includes a description of each Corridor.
  - 1.6.1.3. Chapter 3 (Access Conditions) defines the contractual arrangements to regulate Access and highlights certain key legal, risk and compliance requirements for obtaining Access and providing Transport Services on the Network.
  - 1.6.1.4. Chapter 4 (Capacity Allocation) outlines the capacity application and allocation process and timelines, rail operations time tabling and scheduling, publication and management of the Train plan, and rescheduling procedures.
  - 1.6.1.5. Chapter 5 (Network Services and Charges) describes the Network Services and associated charges.
  - 1.6.1.6. Chapter 6 (Rail Operations) how pre-production scheduling, day of operation and post-production reconciliation operations will work once Train Path(s) have been

allocated to an Access Seeker , also covering interfaces between Access Seekers and yards.

- 1.6.1.7. Chapter 7 (Ancillary and Operations Services) explains the Ancillary and Operations Services which will be available to Access Seekers and the conditions of service to be provided.

## **1.7. VALIDITY, PUBLICATION AND UPDATING**

### **1.7.1. VALIDITY PERIOD**

- 1.7.1.1. This Network Statement is valid and applicable from the Publication Date and will regulate capacity allocation Applications for the provision of, and the provision of Transport Services by Access Seekers.
- 1.7.1.2. Access Seekers are to use this Network Statement as a guide to apply for capacity for execution in the 2026/27 and 2027/28 timetable period and subsequent years. The application process will commence effective from the date of publication by the TRIM.

### **1.7.2. PUBLICATION, UPDATING AND AMENDMENT OF THE NETWORK STATEMENT**

- 1.7.2.1. This Network Statement is published in English by the TRIM, on the Transnet Rail Infrastructure Manager website, where it can be downloaded free of charge.
- 1.7.2.2. The Network Statement references and facilitates access to additional information and documentation, by means of links and citations to websites or publications, or the provision of contact details for persons or institutions from which such additional information can be obtained.
- 1.7.2.3. The TRIM aims to revise and publish subsequent versions of the Network Statement on the TRIM website for the period of Access commencing the following calendar year.
- 1.7.2.4. Addenda to the Network Statement, replacement appendices, or notices which have the effect of amending the current Network Statement during a financial year, may be published by the TRIM from time to time on the TRIM website.

## **1.8. CONTACTING THE TRIM**

- 1.8.1. All queries regarding this network statement, and all communications regarding applications, must be directed to [infrastructuremanager@transnet.net](mailto:infrastructuremanager@transnet.net)
- 1.8.2. Network access applications must be submitted to [TrainPathapplications202526q1@transnet.net](mailto:TrainPathapplications202526q1@transnet.net)



## CHAPTER 2: RAIL INFRASTRUCTURE NETWORK

## 2. CHAPTER 2 RAIL INFRASTRUCTURE NETWORK

### 2.1. INTRODUCTION

- 2.1.1. The TRIM is the custodian and operator of the freight rail infrastructure network in South Africa. The TRIM is responsible for managing and maintaining approximately 21 232 route kilometres. The core purpose of the network operator is to provide a reliable, available, affordable and safe rail network for Train operations.
- 2.1.2. In figure 1 the total 21 232-kilometre Transnet network is grouped into different classes, determined according to a combination of factors, mainly influenced by:
  - 2.1.2.1. Volume potential (not current volumes);
  - 2.1.2.2. Line design and technical characteristics;
  - 2.1.2.3. Connectivity of major centres, cross-border destinations and ports;
  - 2.1.2.4. Strategic considerations such as commodity shifting, flexibility, flow redundancy, port interconnection, flow simplification and commodity clustering; and
  - 2.1.2.5. Dependencies on bulk feeders and short lines.
- 2.1.3. A key input to the Freight potential determination is the current TFR traffic file and the rail addressable market (RAM) analysis. RAM is the total rail friendly volume potential, calculated individually for each commodity and each route using all forecasted freight surface flows from the freight demand model (FDM) and adjusted with a variety of sources for the next 30 years.

#### 2.1.4. A-NETWORK CLASSIFICATION

- 2.1.4.1. Although the key input was based on the freight trains, all trains including passenger and General Cargo trains are in principle allowed on the network. It became evident that a simple A-network classification of "core" and "non-core" would be insufficient to describe the network and sub-categories were introduced:

|                                 |                                               |          |
|---------------------------------|-----------------------------------------------|----------|
| <b>BACKBONE</b><br><b>9 072</b> | <b>Bulk Minerals Corridors (BMC)</b>          | 2 405 km |
|                                 | <b>*BMC Dependent (some CFN &amp; Feeder)</b> | 3 717 km |
|                                 | <b>Core Freight Network (CFN) Remaining</b>   | 1 960 km |
|                                 | <b>Key Redundancy</b>                         | 990 km   |
| <b>FEEDER</b><br><b>3 261</b>   | <b>Feeder</b>                                 | 2 224 km |
|                                 | <b>Feeder Strategic</b>                       | 1 037 km |

Figure 1: A-Network categorisation

- 2.1.4.2. It must however be noted that volume analysis was not the only criterium used to determine class or sub-class. It became evident that (a) the network is not simply a

collection of corridors and (b) that the dependencies between different components of the network will make discreet classification difficult. The eventual classification is therefore a compromise simplification, notwithstanding the dependencies between categories of lines. The TRIM continues to engage with the National Rail Master Plan office which is currently co-developing the NRMP.

- 2.1.4.3. The A-network as a whole form a functional network and any component removed or disconnected will have a significant impact on the viability of the network as a collective. In other words, no single category of A-network lines can be isolated from the rest without a significant impact on the rest. That is also why a simple volume-based classification criterium will not suffice.

## 2.1.5. B-NETWORK CLASSIFICATION

- 2.1.5.1. Of the 21 232 km, approximately 8 899 km of the Network is classified as the B network, comprising mostly of lines which are either closed or with very little freight potential and branch lines. The details of the 8 899 km lines are further classified into Category B, Category C and Category D lines. This master database was further analysed and sub-categorised to determine:

- 2.1.5.1.1. Lines that are of strategic nature or possibly commercially viable as freight, passenger and/or tourism lines. (**B network strategic or B-lines**);
- 2.1.5.1.2. Lines that are non-strategic and where the commercial value and interest are unknown or should be tested (**B-network non-strategic or C-lines**), and
- 2.1.5.1.3. Lines that are not usable any longer and where remnants should be uplifted as soon as possible to avoid further theft and vandalism (**D-lines**).

- 2.1.5.2. Rail network infrastructure assets described in the Network Statement comprise the following main engineering disciplines as depicted in Figure 2:

- 2.1.5.2.1. Permanent way (track)
- 2.1.5.2.2. Civil structures (bridges, tunnels, level crossings, stations, culverts, drainage systems, cuttings and embankments)
- 2.1.5.2.3. Condition Assessment Systems [CAS]
- 2.1.5.2.4. Electrical systems (Overhead Track Equipment [OHTE] and substations)
- 2.1.5.2.5. Train Authorisation Systems (TAS) (signals, points machines, relay rooms, etc.)
- 2.1.5.2.6. Telecommunications (wireless systems, optic fibre systems, microwave systems, etc.)



## 2.2. SCHEMATICS OF THE RAIL ROUTES

- 2.2.1. Taking the size of the Transnet network and its interconnectivity into account, there can be more than eleven thousand unique Origin to Destination (OD) pairs. Using the Transnet Transportation Model (TTM), each potential OD pair was allocated to a specific route over the network using flow of "least resistance" modelling. Each of these routes have unique characteristics for most of the railway components as indicated in Figure 2. These characteristics will be important for a Access Seeker in terms of their Train design. All the unique characteristics of each of the OD pairs will not be covered in the Network Statement but can be obtained via the Route Finder on the Transnet Web Page (which is still under development).
- 2.2.2. In cases where an Access Seeker is interested in a specific OD pair, or network characteristics, that are not available on the Transnet Web Page, a formal request must be sent to the Capacity Management office of the TRIM to request the investigation into the requested OD pair.
- 2.2.3. To navigate through the different characteristics of the Network it is advised that the Access Seekers first identify the different Corridors from the Route finder for the interested OD pair and then use the information in Chapter 2 as well as the annexures to identify the detail characteristics.

## 2.3. LINE CLASSIFICATION

- 2.3.1. Figure 4 stipulates the technical line classification for the various routes to ensure that the track maintenance regime (i.e. including condition assessment, routine preventive maintenance and corrective preventive maintenance) is commensurate with the respective operation, business requirements and national importance of the route.

| CLASSIFICATION OF RUNNING LINES |                         |                              | TRACK STANDARDS FOR RUNNING LINES                                                  |                         |            |                               |            |
|---------------------------------|-------------------------|------------------------------|------------------------------------------------------------------------------------|-------------------------|------------|-------------------------------|------------|
| CLASS OF LINE                   | MAXIMUM AXLE LOAD (TON) | GROSS TON PER YEAR (MILLION) | RAIL TYPE AND MASS                                                                 | SLEEPER AND SPACING     | BALLAST    |                               |            |
|                                 |                         |                              |                                                                                    |                         | DEPTH (mm) | QUANTITY (m <sup>3</sup> /km) |            |
|                                 |                         |                              |                                                                                    |                         |            | CONCRETE                      | WOOD/STEEL |
| S                               | 26 & 30 *               | -                            | 60kg/m                                                                             | FY/PY 650mm             | 300        | 1 600                         | -          |
| N1                              | 20                      | >15                          | 57kg/m                                                                             | FY/PY/ #700mm           | 280        | 1 500                         | -          |
| N2                              | 20                      | 5 - 15                       | 48kg/m                                                                             | P2/F4 STEEL/WOOD /700mm | 200        | 1 200                         | 1 100      |
| N3                              | -                       | <5                           | REQUIRES THE PRIOR APPROVAL OF THE CHIEF ENGINEER, RAIL NETWORK (TECHNICAL OFFICE) |                         |            |                               |            |

**REMARKS:**

1. ANY DEPARTURE FROM THESE STANDARDS REQUIRES THE PRIOR APPROVAL OF THE CHIEF ENGINEER, RAIL NETWORK (TECHNICAL OFFICE)
2. \* 30 TON AXLE LOAD IS USED EXCLUSIVELY ON THE ORE CORRIDOR (I.E. SISHEN TO SALDANHA)

Figure 4: Technical Line Classification  
(Source: Transnet)

## 2.4. MAINTENANCE AND EXPANSION PLANNING

- 2.4.1. Even though South Africa has an extensive network, the rail infrastructure has not kept pace with evolving logistics needs, particularly in supporting the industrial sectors. This has resulted in underperforming export systems, which negatively impact the country's competitiveness in regional and global trade.
- 2.4.2. South Africa's rail infrastructure is currently in a critical state of disrepair, marked by visible deterioration attributed to prolonged underinvestment, theft, and vandalism. This decline has led to significant reductions in transportable rail freight volumes, dropping from 226 million tonnes in the 2017/18 fiscal year to 152 million tonnes in 2023/24, and recovering slightly to 160.1 million tonnes in 2024/25. The lack of sufficient funding is a binding constraint for the enablement of the essential railway maintenance. This is further exacerbated by the country's social challenges.
- 2.4.3. The quantum of investment required to rehabilitate (at a minimum) lines of economic importance, by far exceeds Transnet capacity for funding thresholds and therefore the TRIM urgently seeks fiscal support to address these underlying issues, stabilize the rail network, and bolster economic growth.
- 2.4.4. Although alternative funding sources through Private Sector Participation (PSP) and other instruments are being explored, these are envisaged to take considerable time to implement. In the interim, capacity needs to be restored to enable rail reform.
- 2.4.5. The deteriorating operating performance of TFR and resulting diminishing sustainability can be attributed to the numerous challenges afflicting the organisation which include, but are not limited to:
  - 2.4.5.1. **Aging Infrastructure:** Many parts of the rail network are outdated and in disrepair, leading to frequent breakdowns and inefficiencies.
  - 2.4.5.2. **Vandalism:** Acts of vandalism damage rail infrastructure and rolling stock, leading to service interruptions and increased repair needs.
  - 2.4.5.3. **Cable Theft:** Widespread theft of cables and other rail infrastructure components disrupts services and increases maintenance costs.
  - 2.4.5.4. **Limited Funding:** Insufficient funding for both maintenance and new projects restricts the ability to upgrade and expand the rail infrastructure.
  - 2.4.5.5. **Delayed Maintenance** due to funding shortages and an inability to commit to long term contracts for materials. A longer-term funding plan and commitment is required to create the stability required to improve procurement processes and stabilise maintenance plans. Inadequate and delayed maintenance has resulted in deteriorating track conditions and unreliable services.
  - 2.4.5.6. **Outdated Technology:** Reliance on outdated technology limits the efficiency and safety of rail operations has led to manual and suboptimal operations.
- 2.4.6. The rail network has historically suffered from inadequate funding, which has severely affected operational efficiency and capacity. Furthermore, suboptimal allocation of past capital investments has limited the organisation's ability to effectively prepare for future sustainability and meet changing market demands. Underinvestment in the network has led to an infrastructure quality decline and an erosion of rail Train Path capacity resulting in a 'knock-on' effect on the volumes transported on the network.

- 2.4.7. It is important to emphasise that substantial investment in the network is essential to bring it to a suitable and stable condition capable of accommodating new Access Seekers.
- 2.4.8. The TRIM will continue supporting regional transport integration and facilitate port access for landlocked neighbouring states. The current expansion programmes aim to enable the TRIM to meet the requirements of its current and future customers for a safe and reliable network. The TRIM will collaborate with the National Rail Master Planning Office under the DoT to develop a programme and investment plan informed by medium and long-term volume forecasts for various industries.
- 2.4.9. The TRIM is required to create operating capacity of 250 MT by the end of financial year 2029/30. In order to achieve this target, the TRIM has developed a required Capital plan for each corridor. This plan is included in Annexure 17 (TRIM\_ 5 Year Maintenance Investment Plan Required to reach 250MT).
- 2.4.10. It must be noted that the achievement of this plan is completely dependent on the finalisation of the National Rail Master Plan, the finalisation of a funding and implementation plan, and the securing of contracts at least 6 months before the actual maintenance is required across various corridors. Current tariff levels and the TRIMs 2026/27 corporate plan requires supplementary funding to enable the creation of such capacity by 2029/30.

## **2.5. OVERALL STATE OF NETWORK SECURITY**

- 2.5.1. The TRIM faces significant security challenges and exposures, with the Central and Container Corridors being the most severely affected areas. These corridors experience elevated incidents of cable theft, vandalism, and sabotage, driven by systemic vulnerabilities, poor contract management, and organized criminal activity. The high volume of security breaches in these critical freight routes disrupts rail operations, leading to train cancellations, tonnage losses, and substantial financial repercussions. Additionally, TRIM contends with limited internal oversight capacity, intelligence gaps, displacement of crime, community-related vandalism, and increased armed attacks on security personnel, which further exacerbate the security risks along these corridors.
- 2.5.2. To mitigate these risks, the TRIM has implemented appropriate comprehensive, high-level security initiatives across all Corridors and strategic plans targeting the identified vulnerabilities. Key measures include the termination and replacement of underperforming contractors in hotspot areas, enhanced joint operations with SAPS and Security Service Providers, and deployment of advanced surveillance and access control technologies. The Peace Officer Programme has been established to strengthen internal enforcement capabilities, while targeted patrols and visible leadership initiatives have increased deterrence. Furthermore, the TRIM fosters robust multi-agency collaboration, community engagement, and intelligence-led security models to proactively address threats, improve incident response, and safeguard essential infrastructure across the network, with particular focus on stabilizing performance in the Central and Container Corridors and also planning in advance should crime be displaced.
- 2.5.3. Since the end of 2025/26, the implementation of robust security plans and targeted initiatives has significantly enhanced network stability across the network operations. The strategic actions have effectively reduced security breaches, particularly in critical corridors. These measures have led to a marked decrease in train cancellations and

tonnage losses, minimizing operational disruptions and ensuring more reliable freight movement. Performance indications per corridor are contained in each Corridor section.

## 2.6. ANNUAL MAINTENANCE SHUTDOWN

- 2.6.1. The TRIM starts the annual maintenance shutdown planning between September and February of the year before execution and consults with Customers and other stakeholders to compile the final annual shutdown plan.
- 2.6.2. The TRIM shall publish the national annual maintenance shutdown plan in respect of the following Timetable Period at the time of publishing the Network Statement and at the beginning of the Timetable Period. The TRIM shall be entitled to alter the commencement date and/or duration of the Annual Shutdown provided that the Annual Shutdown shall not endure for more than 10 (ten) consecutive days, and on condition that the TRIM gives at least 14 (fourteen) days written notice. The TRIM will publish changes to the shutdown plan should the need arise due to unforeseen circumstances.
- 2.6.3. The Provisional Annual Maintenance Shutdown Plan is contained in Annexure 1.
- 2.6.4. There can be unplanned maintenance activities resulting from incidents on the network. These will be communicated by the TRIM as soon as they are identified. Chapter 6 of the Network Statement outlines the course of action to be followed by the TRIM to navigate the changes.

## 2.7. INDEPENDENT TECHNICAL ASSESSMENTS

- 2.7.1. The TRIM regularly conducts technical assessments on the condition of the rail infrastructure and uses the outcomes of these assessments to plan maintenance and to assess the effectiveness of maintenance and the impact on operational efficiency.
- 2.7.2. In order to provide assurance to Access Seekers and Customers of the condition of the network, the TRIM will commission technical assessments by independent service providers.
- 2.7.3. These independent technical assessments (ITAs) are planned to occur every three years for the heavy haul lines (North and Ore Corridors), and every three years for the other corridors (North-East, Cape, Central and Container Corridors). The frequencies of assessments have been determined based on the corridor traffic. The costs incurred through the ITAs will be recovered via tariffs.
- 2.7.4. The draft plan for Independent Technical Assessments is listed below and is subject to change, depending on budgetary constraints and procurement timelines.

| Corridor   | 2024/25 | 2025/26 | 2026/27 | 2027/28 | 2028/29 | 2029/30 | 2030/31 | 2030/31 | 2031/32 | 2032/33 | 2033/34 | 2034/35 |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| North      | X       |         |         | X       |         |         | X       |         |         | X       |         |         |
| Ore        | X       |         |         |         | X       |         |         | X       |         |         | X       |         |
| North East |         | X       |         |         |         |         | X       |         |         |         |         | X       |
| Central    |         |         | X       |         |         |         |         | X       |         |         |         |         |

|                 |   |   |   |   |   |   |   |   |   |   |   |   |
|-----------------|---|---|---|---|---|---|---|---|---|---|---|---|
| Container       |   |   |   | X |   |   |   |   | X |   |   |   |
| Cape            |   |   |   |   | X |   |   |   |   | X |   |   |
| Assessments p/a | 2 | 1 | 1 | 2 | 2 | 0 | 2 | 2 | 1 | 2 | 1 | 1 |

Table 1: Planned schedule for Independent Technical Assessments

- 2.7.5. Prospective Access Seekers will be able to access the Independent Technical Assessments relevant to the Train Paths they are interested in by requesting access via the TRIM's e-mail address set out in section 1.8. above and upon signing the TRIM's Non-Disclosure Agreement whereafter it will be made available.

## 2.8. NORTH CORRIDOR

### 2.8.1. NETWORK DESCRIPTION

#### 2.8.1.1. LIMITS

- 2.8.1.1.1. The North Corridor is the most prominent line section of the heavy haul export line, between Ermelo-South and Richards Bay. The system also serves the Waterberg region by linking the Waterberg line, the Gauteng freight ring to the heavy haul export line (Ermelo South to Richards Bay).

- 2.8.1.1.2. This section of the Network Statement covers those portions of the Network that comprise the North Corridor as indicated in Figures 5 and 6.

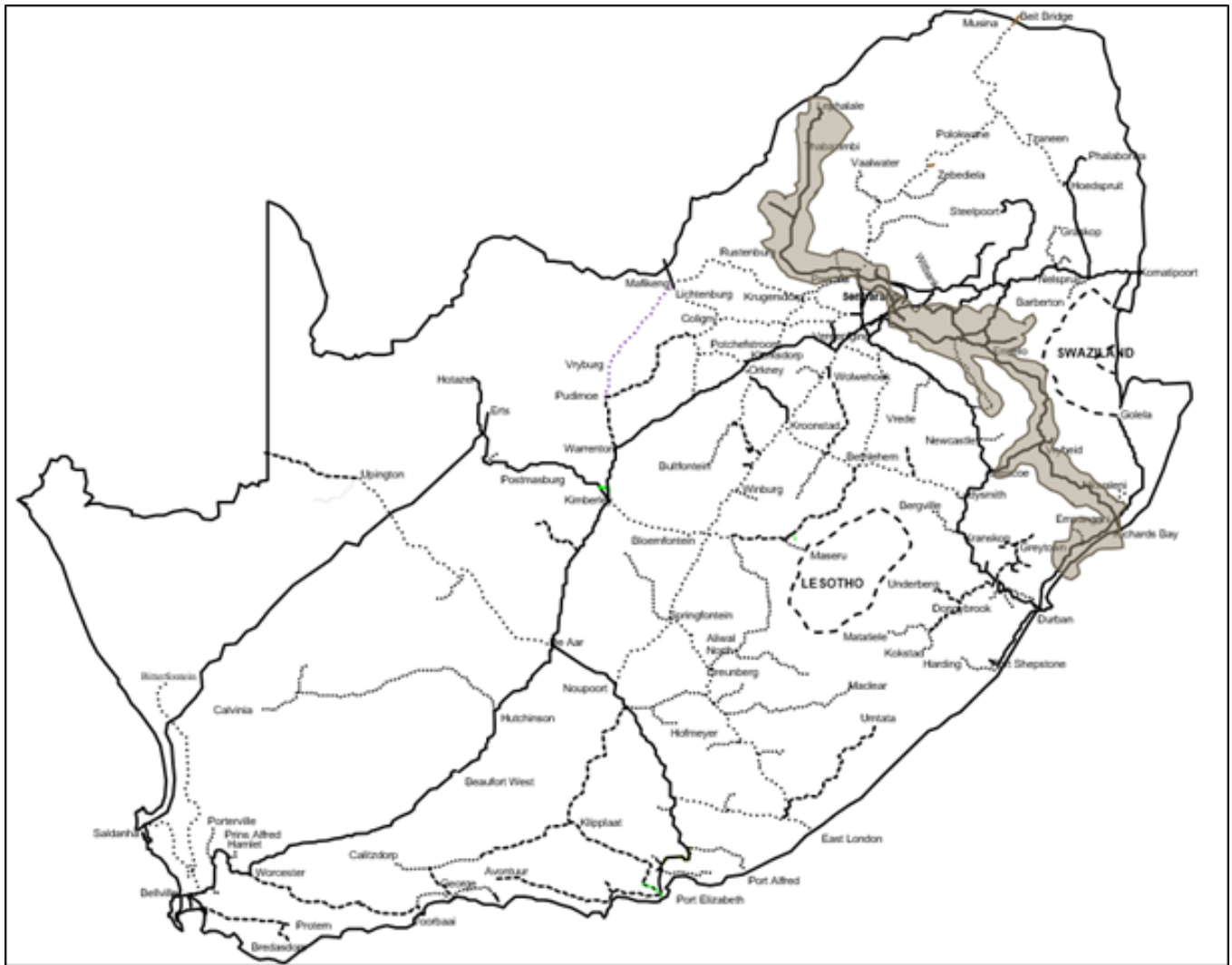


Figure 5: North Corridor demarcation map. (Source: Transnet)

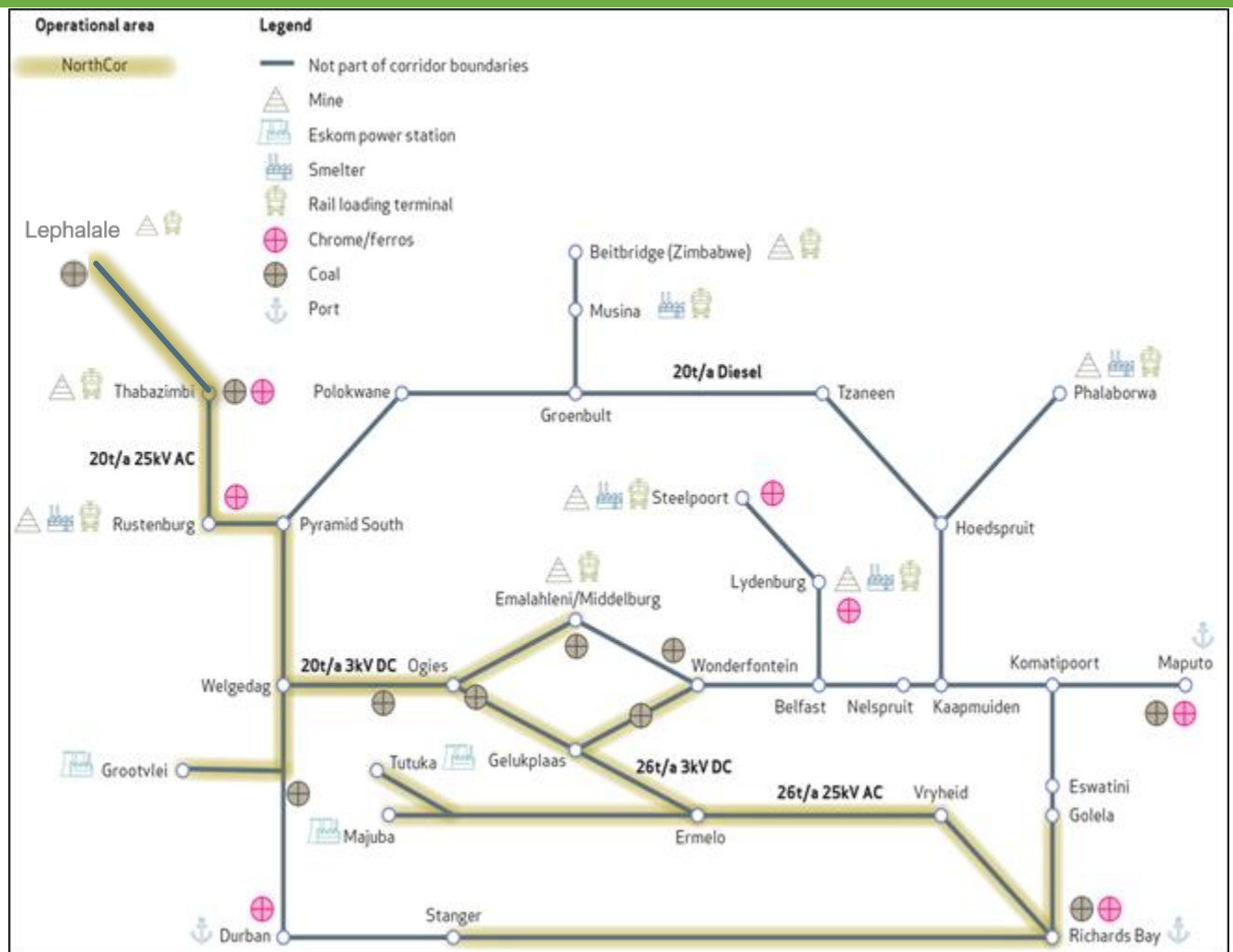


Figure 6: North Corridor key lines.  
(Source: Transnet)

### 2.8.1.2. LINE TYPES

- 2.8.1.2.1. The sections that are covered in this Corridor consist of single line and long loop lines.
  - 2.8.1.2.1.1. The Lephalale – Zesfontein section comprises both single and double lines.
  - 2.8.1.2.1.2. The Zesfontein – Ogies section comprises both single and double lines.
  - 2.8.1.2.1.3. The Ogies – Maviristad section comprises both single and double lines.
  - 2.8.1.2.1.4. The Maviristad – Richards Bay section comprises only of double lines.
- 2.8.1.2.2. These sections are classified as S, N1, N2 or N3 lines:
  - 2.8.1.2.2.1. Lephalale to Zesfontein are classified as N1, N2, N3 sections.
  - 2.8.1.2.2.2. Ogies to Maviristad are classified as S, N1, N2, N3 sections.

2.8.1.2.2.3. Vryheid east to Richards Bay S, N3 lines.

2.8.1.2.3. Refer to **Annexure 6 (Simplified Classification File)** for further details on the different line classification types.

### 2.8.1.3. TRACK GAUGE

The sections covered by the North Corridor operate to one cape gauge of 1065mm.

### 2.8.1.4. MOVING GAUGE STRUCTURE

All traffic on the routes (and associated Locomotives/Rail Wagons/coaches) must comply with the clearances depicted in **Annexures 2 (Track Structure Clearances)** and **3 (Track Structure Vehicle Gauges)**.

### 2.8.1.5. CROSSING LOOPS

2.8.1.5.1. The number of loops on the different sections are indicated in Annexure 4 (Loop Lines) The crossing loops form a critical input element in determining Train Path capacity, and operating methodologies. The North Corridor's Main Line crossing loops can accommodate Trains that are limited to a maximum of 200 rail wagons, approximately 2000m train length.

2.8.1.5.2. For more details on the loop length refer to annexure 4.

2.8.1.5.3. Further details on Train Path capacity calculation are provided in Chapter 4.

### 2.8.1.6. LOAD LIMITS

The sections covered by this Corridor have a maximum permissible axle of 20 tonnes per axle except from Blackhill via Ogies and Ermelo to Richard's Bay as well as Trichardt to Ermelo at 26 tonnes per axle and Empangeni – Nkwalini with 18.5 tons per axle load. For more information refer to annexure 6.

### 2.8.1.7. LINE GRADIENTS

The sections that are covered by this Corridor have different line gradients that will have a direct effect on the power to weight ratio necessary to operate a Train effectively and efficiently. Details on the line gradients are provided in **Annexure 5 (Line Gradients per Section)**.

### 2.8.1.8. LINE SPEEDS

Certain sections of the North Corridor are subject to different speed limits and air brake Trains are limited to 90 km/h whilst vacuum brake Trains are limited to 60 km/h. Ermelo to Richards Bay loaded trains limited to 60 km/h, empty trains are limited to 80 km/h.

#### 2.8.1.9. SECTION LENGTHS

Certain sections of this Corridor have different lengths which are determined by the sections between signals, length of loops and sidings. Details of the relevant section lengths can be seen in Annexure 6 (Simplified Classification File).

#### 2.8.1.10. OVERHEAD TRACTION CURRENT

Certain sections of the North Corridor use different traction currents, with some sections that are not electrified. This Corridor thus uses a combination of non-electrified sections which rely on the use of diesel traction (e.g., the Lephalale – Thabazimbi section); as well as the 25 kV AC electrified sections between Ermelo & Richards Bay, and between Thabazimbi and Pyramid South; and lastly the 3 kV DC electrified section that makes up the remaining sections of the corridor. There is a changeover station at Pyramid South where Trains switch from 25 kV AC Locomotives to 3kV DC Locomotives. There is also a changeover station at Ermelo where Trains switch from 3 kV DC Locomotives to 25 kV AC Locomotives. Table 2 is an indication in terms of sections of the types of locomotives that can traverse:

| Section                    | Voltage/Diesel |
|----------------------------|----------------|
| Lephalale – Rustenburg     | Diesel         |
| Rustenburg – Pyramid South | 25kV AC        |
| Pyramid South – Ermelo     | 3kV DC         |
| Welgedag – Ogies           | 3kV DC         |
| Ogies – Ermelo             | 3kV DC         |
| Ermelo – Richards Bay      | 25kV AC        |

Table 2: North Corridor Overhead traction voltage

#### 2.8.1.11. SIGNALLING SYSTEM

2.8.1.11.1. The main railway in this Corridor comprises mostly of Trains from the Gauteng hub, Northwest minerals belt and Mpumalanga coal mines which Trains are all bound for the Richards Bay Harbour in KwaZulu Natal. The main railway line consists of 111 controlled stations which uses CS90 as the Remote-control system, Spoorplan as the Interlocking system, and the VDU Track Warrant System from Lephalale which feeds into the Gauteng Hub. The Track vacancy detection technologies installed is a mixture of track circuits and axle counters. For Train authorization methods the sections use colour light signalling and a mixture of points machines controlled using CS90.

2.8.1.11.2. The branch railway lines in Isando, Ermelo and Vryheid use the Visual Display Unit (VDU) Track Warrant System.

2.8.1.11.3. VDU track warrant

2.8.1.11.3.1. The VDU track warrant is a CS90 VDU that is configured to operate as a track warrant Train control system.

- 2.8.1.11.3.2. It is designed to manage sections between stations, complex station layouts, multiple lines and different levels of points-control (from no points control to remote points-control).
- 2.8.1.11.3.3. It is based on the fact that the Radio Train Order (RTO) is still the primary authorisation system with the VDU track warrant as the supported authorisation system.
- 2.8.1.11.3.4. It comprises the RTO which includes safe operating procedures, paper template forms and Train diagram sheets, as well as the UHF open channel Train radio system for communication between the relevant TCO and the relevant Train driver(s) and CS90 VDU workstation.
- 2.8.1.11.4. Control System 90 (the CS90)
  - 2.8.1.11.4.1. The CS90 includes a desk diagram, VDU and remote control.
  - 2.8.1.11.4.2. The POC3 (OBC for colour light) development system was expanded to include the track warrant systems, original to interface and later to replace the track warrant and OBC viewer (ATW).
  - 2.8.1.11.4.3. The CS90 VDU is not only applicable to the colour light signalling and track warrant but also includes automated yard control including hump and automated yard points control.
  - 2.8.1.11.4.4. IOOS links the Train control and trains together to improve safety and efficiency.

Table 3 contains the summary of the centralised traffic control centres on the North Corridor.

| CTC location  | Control area                                                               | Control method                                                         |
|---------------|----------------------------------------------------------------------------|------------------------------------------------------------------------|
| Pyramid South | Lephalale – Brits<br>Pendoring – Pyramid South - LUD                       | CS90 VDU Track Warrant<br>CS90 Colour Lights                           |
| Richards Bay  | Coal Terminal – Mzingwenya<br>Mzingwenya – Stanger<br>Nseleni – Golela     | CS90 Colour Lights<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant |
| Vryheid       | Mkondo – Elubana                                                           | CS90 Colour Lights                                                     |
| Ermelo        | Piet Retief – Geluksplaas / Wonderfontein<br>Ermelo – Machadodorp/ Lothair | CS90 Colour Lights<br>CS90 VDU Track Warrant                           |
| Ogies         | Geluksplaas – Eloff                                                        | CS90 Colour Lights                                                     |

Table 3: North Corridor Centralised Traffic Control Centres

#### 2.8.1.12. COMMUNICATION SYSTEM

2.8.1.12.1. The TRIM's telecommunication system is divided into radio and transmission.

2.8.1.12.2. The telecommunication system has a network that runs on underground copper cables, microwave radio links, UHF radio systems, optical fibre cables, a transmission network, and offers network management systems for the below mission critical services, including:

2.8.1.12.2.1. Remote control signalling, block circuits, axle counters, hot bearing detectors, and trackside measurement systems;

2.8.1.12.2.2. Fail safe data transmission for Train authorization (also including CS90, DED, WILMA, and UBRD);

2.8.1.12.2.3. Train radio systems, trunked radio, radio Train order for radio communication activities such as Train authorisations, shunting activities, and maintenance activities;

2.8.1.12.2.4. Tele-control of electrical substations;

2.8.1.12.2.5. Transmission network carrying voice and data services; and

2.8.1.12.2.6. Network management for network monitoring and supervision.

2.8.1.12.3. The Corridor has sections that are covered for communications between Train Driver and TCO that are using the RTO, which is an open channel network where each section has a 3-frequency plan which requires voice exchange protocol to authorise Trains.

2.8.1.12.4. Also trunked radios network which is in metropolitan areas (Witbank), and it is also an alternative/backup to signalling for Train authorisations. Trunked radios are like cellular technology, allows group calls and is more spectrum efficient.

2.8.1.12.5. Annexure 7 (Radio Communication Systems Map) shows Trunking Hi-Sites and Radio Train Order (RTO) Hi-Sites used by the TRIM for communications. There is a list of portable radios attached.

#### 2.8.2. PARTICULAR OPERATING ASPECTS

##### 2.8.2.1. ENVIRONMENTAL RESTRICTIONS

The operation of Trains on the sections that are covered by this Corridor is subject to the requirements of the applicable laws, particularly environmental laws.

##### 2.8.2.2. TUNNEL RESTRICTIONS

The conditions applicable to Trains passing through certain tunnels are given in the operating documents for the lines concerned or indicated by means of wayside signalling, and **Annexure 8 (Tunnel Restrictions)** shows the exact location of the tunnel and its length.

### 2.8.2.3. BRIDGE RESTRICTIONS

- 2.8.2.3.1. The network is limited by designs of major civil assets, and as such each route section follows specifications that have reviewed and assessed their limitations. Table 4 describes the bridge classes and their corresponding axle loadings as per BFF 9327 V3.
- 2.8.2.3.2. Annexure 9 (Bridge Class and Maximum Allowable Axle Mass) depicts the maximum axle loading per Rail Wagon, as well as the corresponding bridge class per section.

| Bridge Class           | Axle loading                                      |
|------------------------|---------------------------------------------------|
| NR                     | 30 ton/axle                                       |
| Class 1                | 20 ton/axle (22 ton/axle single controlling axle) |
| Class 2                | 20 ton/axle (21 ton/axle single controlling axle) |
| 1926 Loading           | 20 ton/axle                                       |
| 1912 Modification      | 18 ton/axle                                       |
| Class 3                | 15.5 ton/axle                                     |
| Class 4 (Light Branch) | 13.5 ton/axle                                     |
| Narrow gauge           | 9 ton/axle                                        |

Table 4: Bridge classification and axle loadings  
(Source: Transnet)

### 2.8.3. CONDITION ASSESSMENT SYSTEMS

- 2.8.3.1. This paragraph describes the different types of Condition Assessment Systems that the TRIM uses to monitor the condition of Rolling Stock running on the network as well as the condition of the infrastructure assets. The selection of the technologies deployed is informed by various factors ranging from operational need to industry capabilities and development effort. The benefit of condition monitoring has primarily been the provision of early warning safety information on pending critical failure of Rolling Stock or rail infrastructure.
- 2.8.3.2. The Corridor has the following Condition Assessment Systems:
  - 2.8.3.2.1. Twenty-seven (27) Hotbox Bearing Evaluator and Detector Systems that provide an alarm system when a bearing has exceeded a prescribed temperature limit before the bearing will fail and might cause a derailment. There are alarm types, namely type 3 (stop Train), type 2 (continue to station) or type 1 (continue to maintenance depot) where the Rail Wagon with the detected bearing fault will be removed from the Train consist.

- 2.8.3.2.2. Two (2) Assized Weighbridges that measure the total mass of a Rail Wagon, the total mass of each bogie and the total mass of each side (left or right) automatically while a Train is moving over the system. The data from the AWIMS will thus be used for both condition monitoring and commercial purposes.
- 2.8.3.2.3. Two hundred and twenty-eight (228) Vehicle Identification Systems that determine vehicle consist information at predefined trackside positions, couple the vehicle consist information to Train numbers obtained from the TMS and make the consist information available to operational systems, maintenance systems and measurement systems.
- 2.8.3.2.4. Two (2) Skew Bogie Detectors that detect skew bogies by measuring the lateral forces and gauge spreading forces, exerted by the wheels on the track.
- 2.8.3.2.5. Eight (8) Wheel Impact Monitors- Weighing In-motion System that measure the wheel impact of each wheel on a railway vehicle and reports alarm conditions. The secondary functions of the WIM-WIM are to measure the mass of the vehicle and determine the load distribution of each Rail Wagon (skew/over loading).
- 2.8.3.3. **Annexure 10 (CAS Systems)** shows Condition Assessment Systems (CAS) used as track side signalling equipment and **Annexure 11 (CAS System Abbreviation and Description)** tables the descriptive function of each CAS system.

#### 2.8.4. NETWORK CONDITION

- 2.8.4.1. The Rail Infrastructure is significantly impacted by theft, vandalism and ageing infrastructure. The TRIM continues to implement interventions to prevent and address these security threats with a key focus on improvement of infrastructure resilience.
- 2.8.4.2. The Corridor's traction and distribution have substations that are offline due to theft and vandalism. The Thabazimbi to Rustenburg, Leeufontein to Ogies, and Piet Retief to Mswaneni bypass lines have been facing severe theft of OHTE cables at least over the past five years. The Atlanta line is currently closed due to theft of OHTE, rail and signalling equipment. The Corridor is currently experiencing theft and vandalism of some relay room and trackside Signalling equipment, mostly on the Pendoring to Ogies and between Ulundi and Richards Bay. Deterioration of track condition in some areas along the corridor has also led to implementation of speed restrictions. The Corridor's Train Path capacity has been reduced by implemented speed restrictions and a manual authorisation system that is used for Train traffic control while the repair work continues.
- 2.8.4.3. The TRIM assesses network condition periodically. The latest updated network condition assessment documents will be updated quarterly, monthly and weekly and will be published on the TRIM website. The latest network condition information per network section can also be made available to Access Seekers on request, or when major service disruptions occur. Published network condition details will include a definition of parts of the network sections that will be subject to speed restrictions, where manual authorisations will be in place, and any temporarily unavailable network sections.
- 2.8.4.4. **Figure 7** provides a graphic indication of the latest condition on the corridor.

Independent condition assessments were conducted on the Coal export line between 2023 and 2024. These assessments have informed the TRIM's maintenance requirements outlined in **Annexure 17 (TRIM\_5 Year maintenance investment plan required to reach 250MT)**.

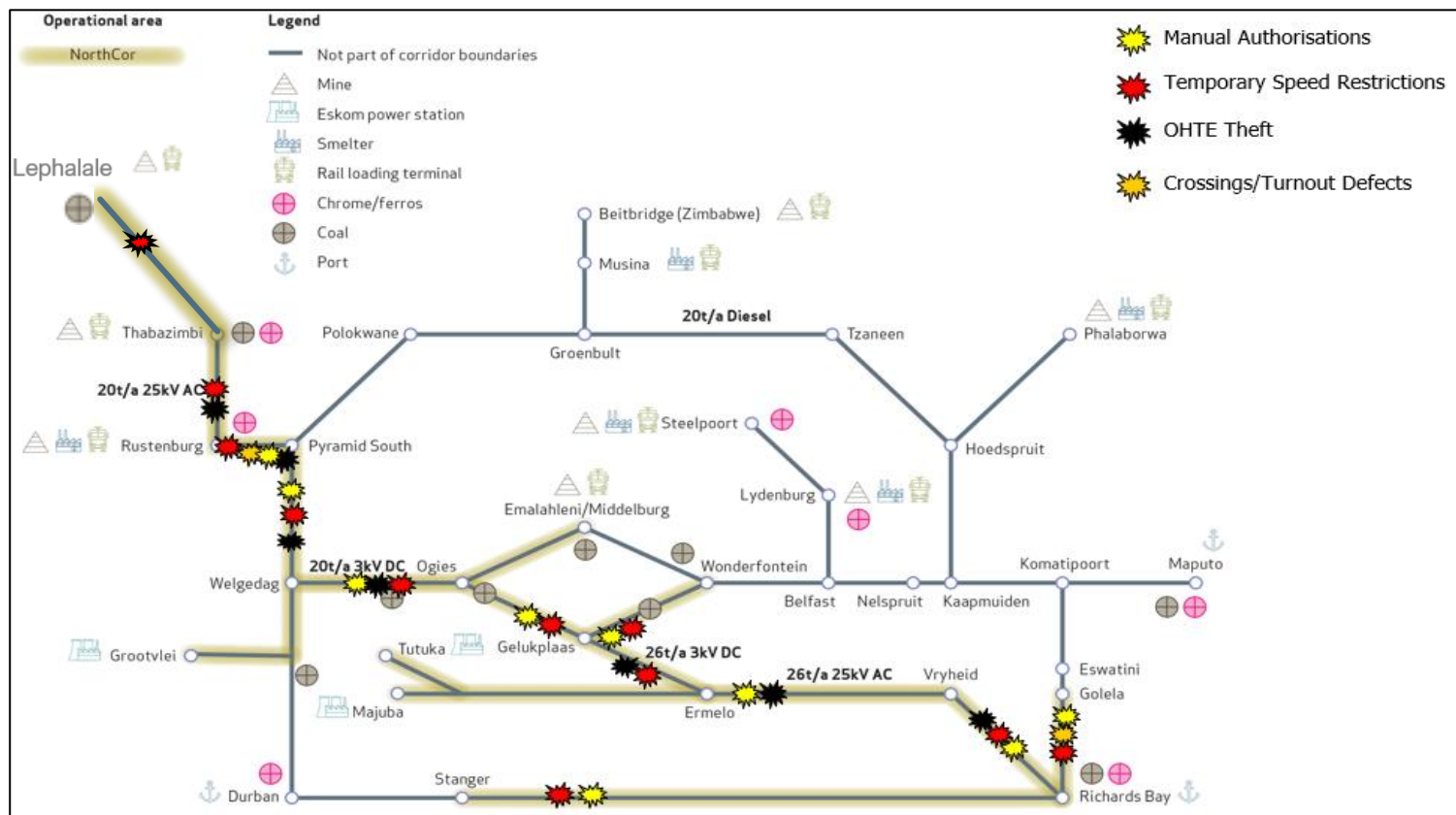


Figure 7: Network Condition for North Corridor  
(Source: Transnet)

## 2.8.5. CURRENT STATE OF SECURITY

Train Path capacity in the North Corridor is reduced due to OHTE and signal cabling theft across the network; in Quarter 1 of financial year 2026/27, the number of security incidents amounted to 183 and were averaging (2) two per Day.

## 2.8.6. SUSTAINING MAINTENANCE PROJECTS

### 2.8.6.1. MAINTENANCE PLANS

- 2.8.6.1.1. The depots have daily maintenance activities, which include occupations (Planned and unplanned) that the LUD to Richards Bay route takes every first Monday of the month for 12 hours, which affects the movement of Trains and other maintenance occupations.
- 2.8.6.1.2. The plan was informed by the independent condition assessment and the inhouse zero base condition assessments. The plans are conditioned based and will be updated annually.
- 2.8.6.1.3. Note that achievement of plan relies on do-ability, procurement processes, funding and availability of Train Paths on the timetable to take occupation of the line to complete the work packages.

## 2.9. ORE CORRIDOR

### 2.9.1. NETWORK DESCRIPTION

#### 2.9.1.1. LIMITS

The ore line is one of two main heavy haul lines in South Africa. The Ore Corridor stretches 861km from Sishen in the Northern Cape to Saldanha on the Western Cape coast. The ore line provides a world-class platform of heavy haul capabilities (30 Tonnes per axle), technologies and efficiencies. The corridor has become an international player in providing a diverse range of heavy haul logistics solutions for growing local and international markets and has been accommodating manganese exports since 2014. This section of the Network Statement covers the portion of Network comprising the Ore Corridor as indicated in **Figures 8 and 9**.

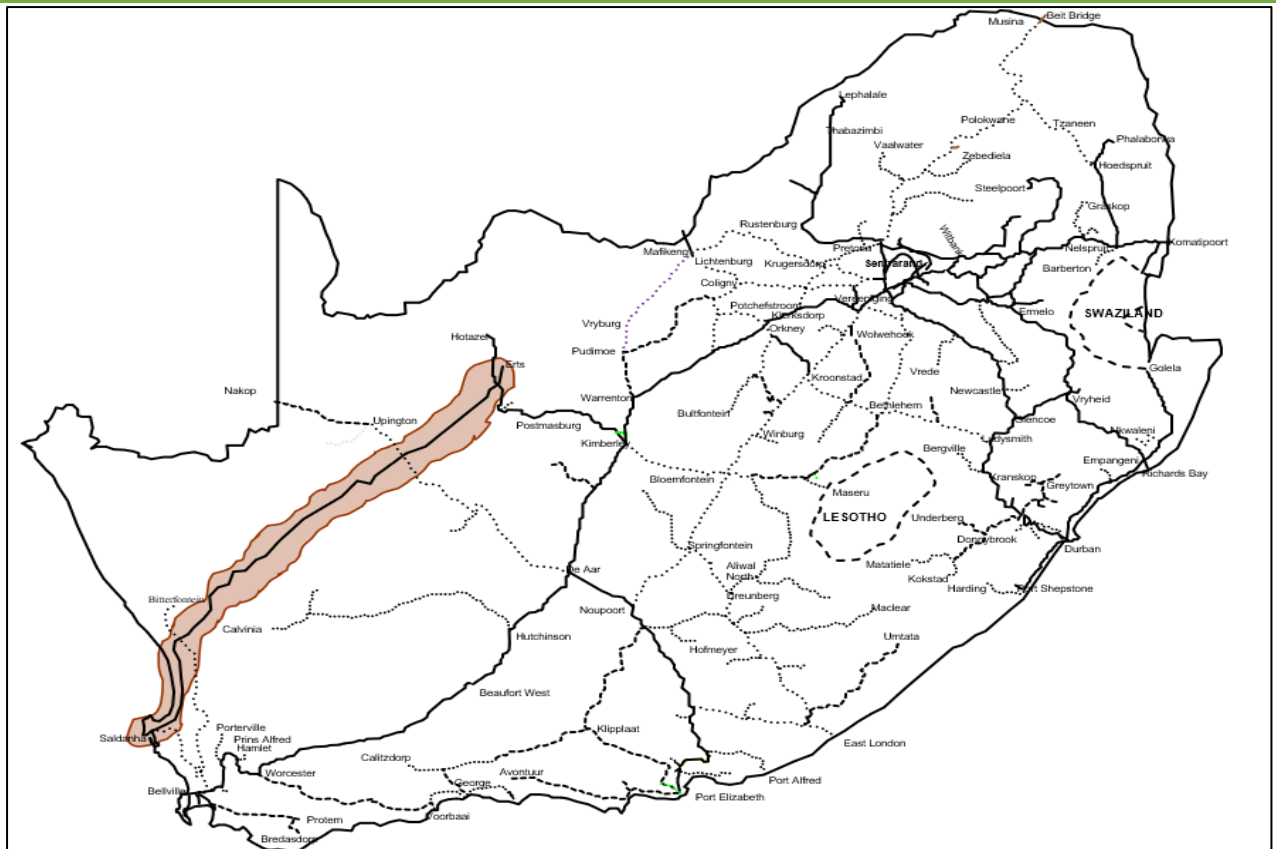


Figure 8: Ore corridor demarcation map  
(Source: Transnet)

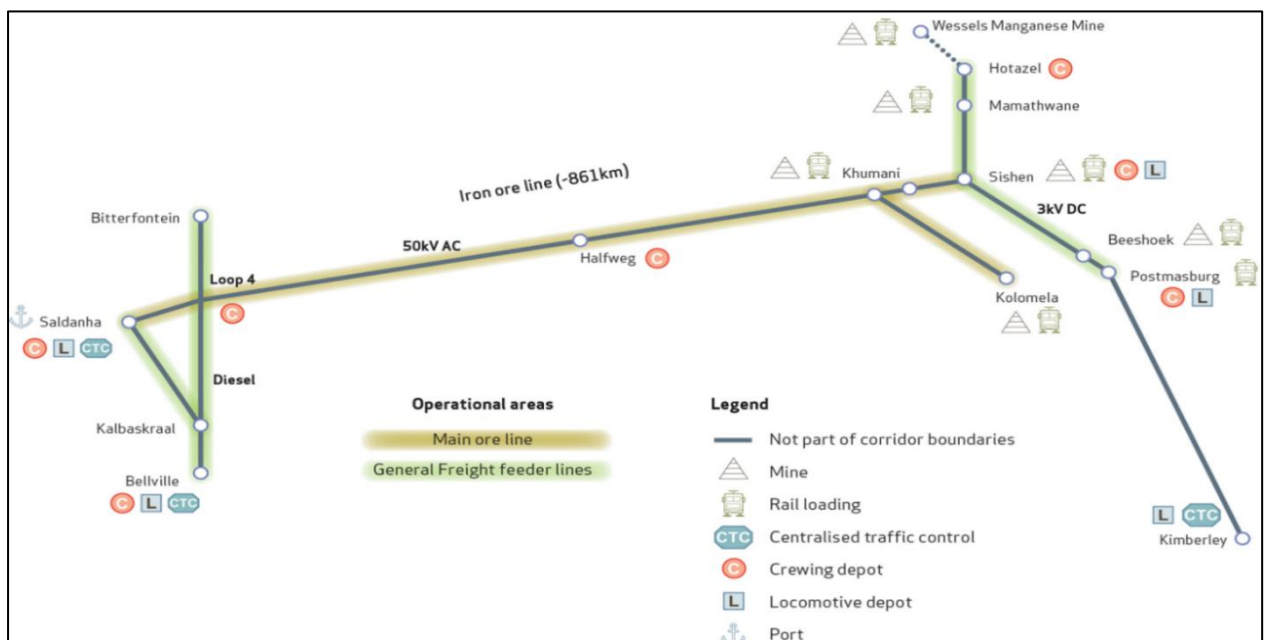


Figure 9: Ore corridor key lines  
(Source: Transnet)

#### 2.9.1.2. LINE TYPES

- 2.9.1.2.1. The sections that are covered by this Corridor consist of single line and long loop lines. On the Saldanha to Sishen route, the section, Saldanha to Sishen is a single line.
- 2.9.1.2.2. The line sections are classified as N1/N2/N3 lines, with the Saldanha to Sishen section is classified as a S line.
- 2.9.1.2.3. Refer to **Annexures 6 (Simplified Classification File)** for further details on the different line classification types.

#### 2.9.1.3. TRACK GAUGE

The sections covered by this Corridor operate to cape gauge of 1 065mm.

#### 2.9.1.4. MOVING GAUGE STRUCTURE

All traffic on the routes (and associated Locomotives/Rail Wagons/coaches) must comply with the clearances depicted in **Annexures 2 (Track Structure Clearances)** and **3 (Track Structure Vehicle Gauges)**.

#### 2.9.1.5. CROSSING LOOPS

- 2.9.1.5.1. The number of loops on the different sections are indicated in Annexure 4 (Loop lines)
- 2.9.1.5.2. The crossing loops form a critical input element in determining Train Path capacity, and operating methodologies. The Ore Corridor's mainline crossing loops accommodate Trains that are limited to a maximum of 375 Rail Wagons.

#### 2.9.1.6. LOAD LIMITS

The sections in this Corridor have a maximum permissible weight of 30 Tonnes per axle. The 30 tons per axle is only applicable to trains that are loaded on the defined line between Sishen and Saldanha and any traffic originating from connected networks on other corridors is limited to the axle weight for the sections of line traversed on that corridor.

#### 2.9.1.7. LINE GRADIENTS

The sections that are covered by this Corridor have different line gradients that will have a direct effect on the power to weight ratio necessary to operate a Train effectively and efficiently. Details on the line gradients are provided in **Annexure 5 (Line Gradients per Section)**.

#### 2.9.1.8. LINE SPEEDS

The sections are governed by different speed limits, air brake Trains 70km/h and vacuum brake Trains 60km/h. Loaded train speed is limited to 60km/h and empty train speed is limited to 70km/h.

#### 2.9.1.9. SECTION LENGTHS

The sections have different lengths which are determined by the sections between signals, length of loops and sidings. Details on the section lengths can be seen in **Annexure 6 (Simplified Classification File)**.

#### 2.9.1.10. OVERHEAD TRACTION CURRENT

The sections covered by this Corridor use 50 kV AC traction current.

#### 2.9.1.11. SIGNALLING SYSTEM

2.9.1.11.1. The Ore Corridor consists of 24 CTC controlled stations using CS90 as the remote-control system and electronic interlocking has a mixture points machine. The signalling equipment are the LED Multi Aspects colour light signalling system. To detect the clear or occupied status of a section of track this section utilises a mixture of track circuits and axle counters.

2.9.1.11.2. Control System 90 (the CS90)

2.9.1.11.2.1. The CS90 includes a desk diagram, VDU and remote control.

2.9.1.11.2.2. The POC3 (OBC for colour light) development system was expanded to include the track warrant systems, original to interface and later to replace the track warrant and OBC viewer (ATW).

2.9.1.11.2.3. The CS90 VDU is not only applicable to the colour light signalling and track warrant but also includes automated yard control including hump and automated yard points control.

2.9.1.11.2.4. IOOS links the Train control and Train worlds together to improve safety and efficiency.

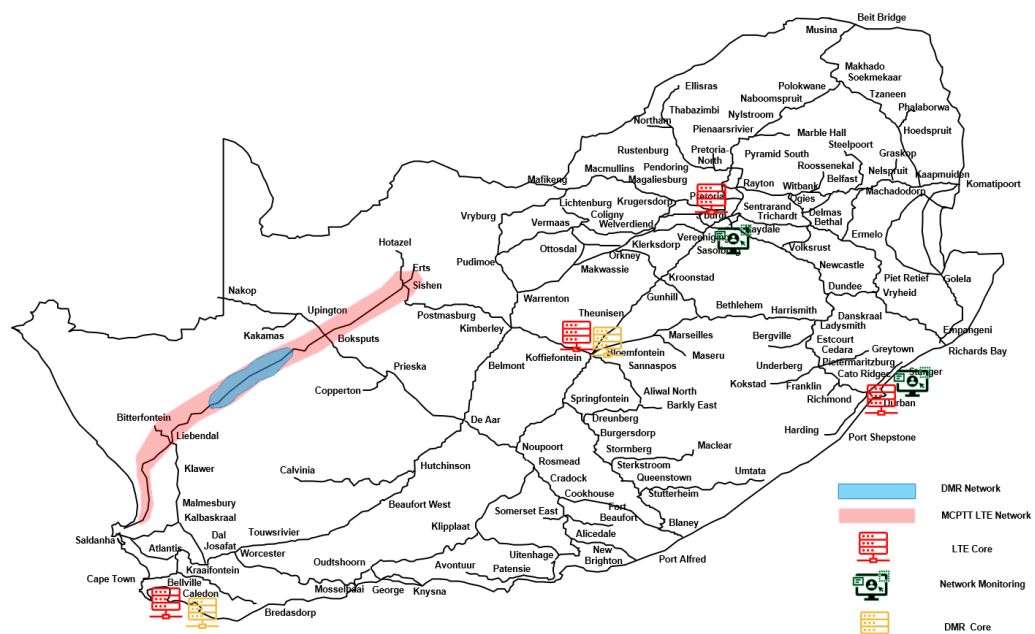
2.9.1.11.3. Centralised traffic control centres on the Ore Corridor are summarised in table 5.

| CTC location | Control area   | Control method     |
|--------------|----------------|--------------------|
| Saldanha     | Salkor- Sishen | CS90 Colour Lights |

Table 5: Ore Corridor Centralised Traffic Control Centres

## 2.9.2. COMMUNICATION SYSTEM

- 2.9.2.1. The TRIM's telecommunication system is divided into radio and transmission.
- 2.9.2.2. The telecommunication system has a network that runs on underground copper cables, microwave radio links, UHF radio systems, optical fibre cables, a transmission network, and offers network management systems for the below mission critical services, including:
- 2.9.2.2.1. Remote control signalling, block circuits, axle counters, hot bearing detectors, and trackside measurement systems;
  - 2.9.2.2.2. Fail safe data transmission for Train authorization (also including CS90, DED, WILMA, and UBRD);
  - 2.9.2.2.3. Train radio systems, trunked radio, radio Train order for radio communication activities such as Train authorisations, shunting activities, and maintenance activities;
  - 2.9.2.2.4. Tele-control of electrical substations;
  - 2.9.2.2.5. Transmission network carrying voice and data services; and
  - 2.9.2.2.6. Network management for network monitoring and supervision.
- 2.9.2.3. The Corridor has sections that are covered for communications between Train driver and TCO that are using the RTO, which is an open channel network where each section has a 3-frequency plan which requires voice exchange protocol to authorise Trains. Also Trunked radio network which is in metropolitan areas (Sishen and Saldanha), and it is also an alternative/backup to signalling for Train authorisations. Trunked radios are like cellular technology, allows group calls and is much more spectrum efficient.
- 2.9.2.4. For the 2026/27 Financial year, the wireless communication system will undergo changes. The figure below highlights the new digital network they will be deployed within the Iron Ore line. The technologies are the Digital Mobile Radio (DMR) and the long-Term Evolution (LTE) networks.



2.9.2.5. The DMR technology is a narrowband network that will be deployed between loop 7 to Loop 15 due to the Square Kilometre Array (SKA) Deployed in the Northern Cape and limits permissible Radio propagation within the protection zones. The LTE is an IMT broadband standard based on the 3GPP. The type of standard that will be deployed is the Mission Critical Push to Talk (MCPTT) that is used for Safety based environments such as Railways. All networks will continue to operate within the 450-470 MHz band of spectrum. A period of Dual illumination will commence during this period to ensure the migration from current RTO network to the digital networks currently being built. The test and commissioning for the new networks is planned to commence in March-April 2027. The Dual illumination will be for a period of 24 Months for Train Operating Companies to Migrate. The RTO and Trunking network will thus be switched off by March 2029.

2.9.2.6. **Annexure 7 (Radio Communication Systems Map)** shows Trunking Hi-Sites and Radio Train Order (RTO) Hi-Sites used by the TRIM for communications. There is a list of portable radios attached.

### 2.9.3. PARTICULAR OPERATING ASPECTS

#### 2.9.3.1. ENVIRONMENTAL RESTRICTIONS

The operation of Trains on the sections that are covered by this Corridor is subject to the requirements of the applicable laws, particularly environmental laws.

#### 2.9.3.2. TUNNEL RESTRICTIONS

The conditions applicable to Trains passing through certain tunnels are given in the operating documents for the lines concerned or indicated by means of wayside signalling. Annexure 8 (Tunnel Restrictions) shows the exact location of the tunnels and lengths for the Corridor.

#### 2.9.3.3. BRIDGE RESTRICTIONS

2.9.3.3.1. The network is limited by the initial designs of major civil assets, and as such each route section follows specifications that have reviewed and assessed their limitations. Table 3 describes the bridge classes and their corresponding axle loadings as per BFF 9327 V3.

2.9.3.3.2. **Annexure 9 (Bridge Class and Maximum Allowable Axle Mass)** shows the maximum axle loading per Rail Wagon, as well as the corresponding bridge class per section (see Table 4).

### 2.9.4. CONDITION ASSESSMENT SYSTEMS

2.9.4.1. This section describes the different types of Condition Assessment Systems that the TRIM uses to monitor the condition of Rolling Stock running on the network as well as the condition of the infrastructure assets. The selection of the technologies deployed is informed by various factors ranging from operational need to industry capabilities and development effort. The benefit of condition monitoring has primarily been the provision of early warning safety information on pending critical failure of Rolling Stock or rail infrastructure.

2.9.4.2. The selected Corridor has the following Condition Assessment Systems:

- 2.9.4.2.1. Eight (8) Hotbox Bearing Evaluator and Detector Systems that provide an alarm system when a bearing has exceeded a prescribed temperature limit before the bearing will fail and might cause a derailment. There are alarm types, namely type 3 (stop Train), type 2 (continue to station) or type 1 (continue to maintenance depot) where the Rail Wagon with the detected bearing fault will be removed from the Train consist.
- 2.9.4.2.2. Two (2) Assized Weighbridges that measure the total mass of a Rail Wagon, the total mass of each bogie and the total mass of each side (left or right) automatically while a Train is moving over the system. The data from the AWIMS will thus be used for both condition monitoring and commercial purposes.
- 2.9.4.2.3. Sixty-nine (69) Vehicle Identification Systems that determine vehicle consist information at predefined trackside positions, couple the vehicle consist information to Train numbers obtained from the TMS and make the consist information available to operational systems, maintenance systems and measurement systems.
- 2.9.4.2.4. One (1) Skew Bogie Detectors that detect skew bogies by measuring the lateral forces and gauge spreading forces, exerted by the wheels on the track.
- 2.9.4.2.5. Two (2) Wheel Impact Monitors Weighing In-motion System that measures the wheel impact of each wheel on a railway vehicle and reports alarm conditions. The secondary functions of the WIM-WIM are to measure the mass of the vehicle and determine the load distribution of each Rail Wagon (skew/over loading). Furthermore, it measures the lateral forces exerted on the rail caused typically by lateral creep and wheel flange forces by rail wheels.
- 2.9.4.2.6. Two (2) Bad Load Detectors which consist mainly of a Non-Assized in-motion weighing system with the added functionality of being able to send alarms as well as adding a visual aid (photograph) of the interior of the Rail Wagon with each
- 2.9.4.2.7. Two (2) Wheel Temperature Monitors to provide an alarm system for when a wheel has exceeded a prescribed maximum temperature limit.
- 2.9.4.2.8. Seventy-Two (72) Dragging Equipment Detectors detect hanging equipment or material from the Train and raise a severity alarm.
- 2.9.4.2.9. One (1) Wheel Profile Measurement System is to provide wheel profile data to the Rail Wagon
- 2.9.4.2.10. One (1) Acoustic Bearing Monitor which provide early warning/predictive failures of the bearing and thereby also reduce the number of hot bearing detectors required per line.

2.9.4.3. **Annexure 10 (CAS Systems)** shows Condition Assessment Systems (CAS) used as track side signalling equipment and **Annexure 11 (CAS System Abbreviation and description)** tables the descriptive function of each CAS system.

## 2.9.5. NETWORK CONDITION

2.9.5.1. Deterioration of track condition due to track geometry, rail fatigue, fatigued turnout components and ballast shortage in some areas along the corridor has led to implementation of speed restrictions. The corridor's Train Path capacity has been reduced by speed restrictions that is used for Train speed control while repair work continues. The TRIM assesses network condition periodically.

2.9.5.2. The latest updated network condition assessment documents will be updated quarterly, monthly and weekly and will be published on the TRIM website. The latest network condition information per network section can also be made available to potential Access Seekers on request, or when major service disruptions occur. This information will only be provided once an NDA (Non-Disclosure Agreement) has been signed. Published network condition details will include which part of which network sections will be subject to which speed restrictions, where in each section manual authorisations will be in place, and any temporarily unavailable network sections.

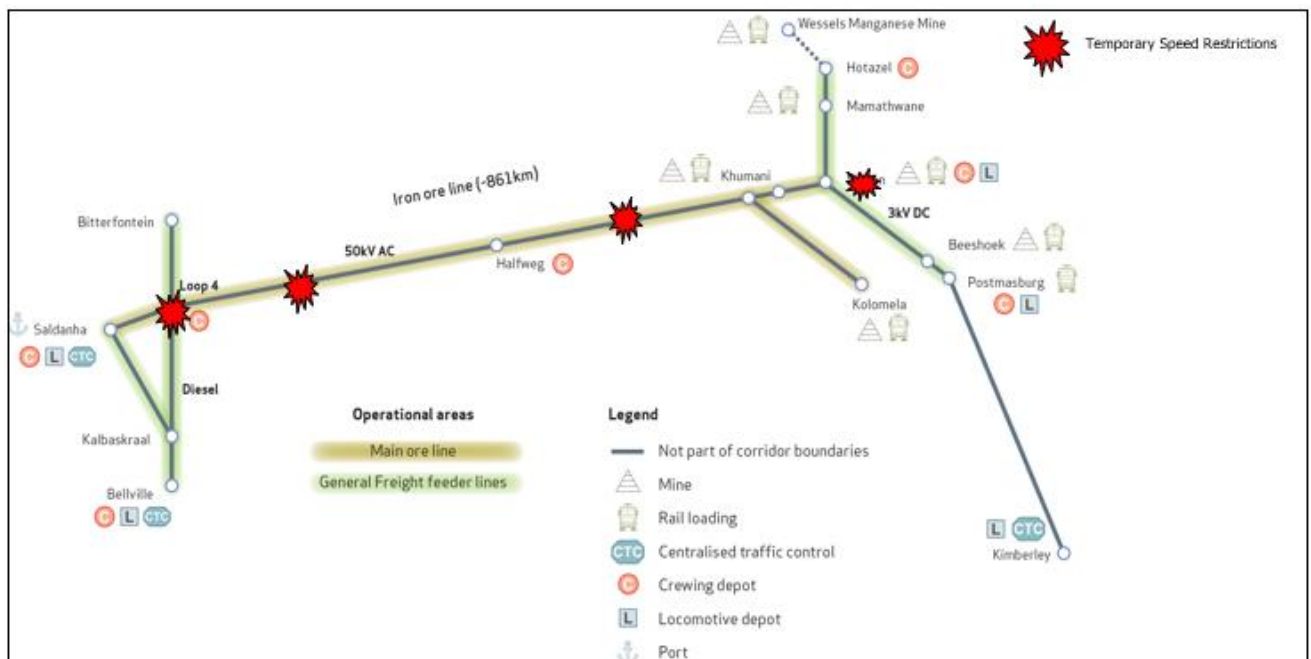


Figure 10: Network Condition Ore Corridor  
(Source: Transnet)

## 2.9.6. CURRENT STATE OF SECURITY

2.9.6.1. Train Path capacity in the Ore Corridor is not affected by OHTE and signal cabling theft across the network; in Quarter 1 of financial year 2026/27 the number of security incidents amounted to 2 only.

2.9.6.2. Incidents in the Ore Corridor include fibre vandalism in Loop 15.

2.9.6.3. Other security-related matters on the Ore Corridor include:

2.9.6.3.1. Random community unrest in Sishen, Kenhardt, Olifantshoek and Saldanha; and

2.9.6.3.2. Random work stoppages by business forum in Saldanha, Kenhardt and Sishen.

2.9.6.4. Security service providers will enforce a mix of physical guarding, armed response teams, and interventions to address organised crime groupings behind the illicit copper market.

## 2.9.7. SUSTAINING MAINTENANCE PROJECTS

### 2.9.7.1. MAINTENANCE PLANS

2.9.7.1.1. The depots have daily maintenance activities which are planned and aligned to Transnet Port Terminals (TPT) maintenance schedule. There can be unplanned maintenance activities resulting from incidents on the network. These will be communicated by the TRIM as soon as they are identified. Section 4 of the Network Statement outlines the course of action to be followed by the TRIM.

2.9.7.1.2. The plan was informed by the independent condition assessment and the inhouse zero base condition assessments. The plans are conditioned based and will be updated annually.

2.9.7.1.3. Note that achievement of plan relies on do-ability, procurement processes, funding and availability of Train Paths on the timetable to take occupation of the line to complete the work packages.

### 2.9.7.2. SHUTDOWN SCOPE AND SCHEDULES

This Corridor covers two (2) maintenance depots that are scheduled in the same period, grouped as Ore Corridor shutdown. The sections covered in these depots are Saldanha-Sishen.

## 2.10. NORTH-EAST CORRIDOR

### 2.10.1. NETWORK DESCRIPTION

#### 2.10.1.1. LIMITS

2.10.1.1.1. The North-East Corridor strategically links the South African rail freight transportation with that of multiple SADC countries mainly through Eswatini, Zimbabwe, Mozambique, Zambia and the Democratic Republic of Congo. Commodities are transported via various border posts or gates of entry such as Komatipoort, Golela, Beitbridge, Livingstone and Sakania. The TRIM is responsible for the infrastructure from Pyramid – Polokwane – Beitbridge and Goedgeluk – Komatipoort; Komatipoort - Mozambique border; Komatipoort - Swazi Border, access to the line beyond Beitbridge, Mozambique border and Swazi Border must be arranged by the train operating companies.

2.10.1.1.2. The corridor has three prominent linear flows:

2.10.1.1.2.1. North-East Corridor stretches from the Limpopo River at Beitbridge in the Limpopo province through Phalaborwa, Komatipoort to Richards Bay, and Polokwane, Pyramid/Rayton/Emalahleni to Komatipoort. This section of the Corridor covers the railway infrastructure on the North-East corridor as indicated in Figures 11 and 12.

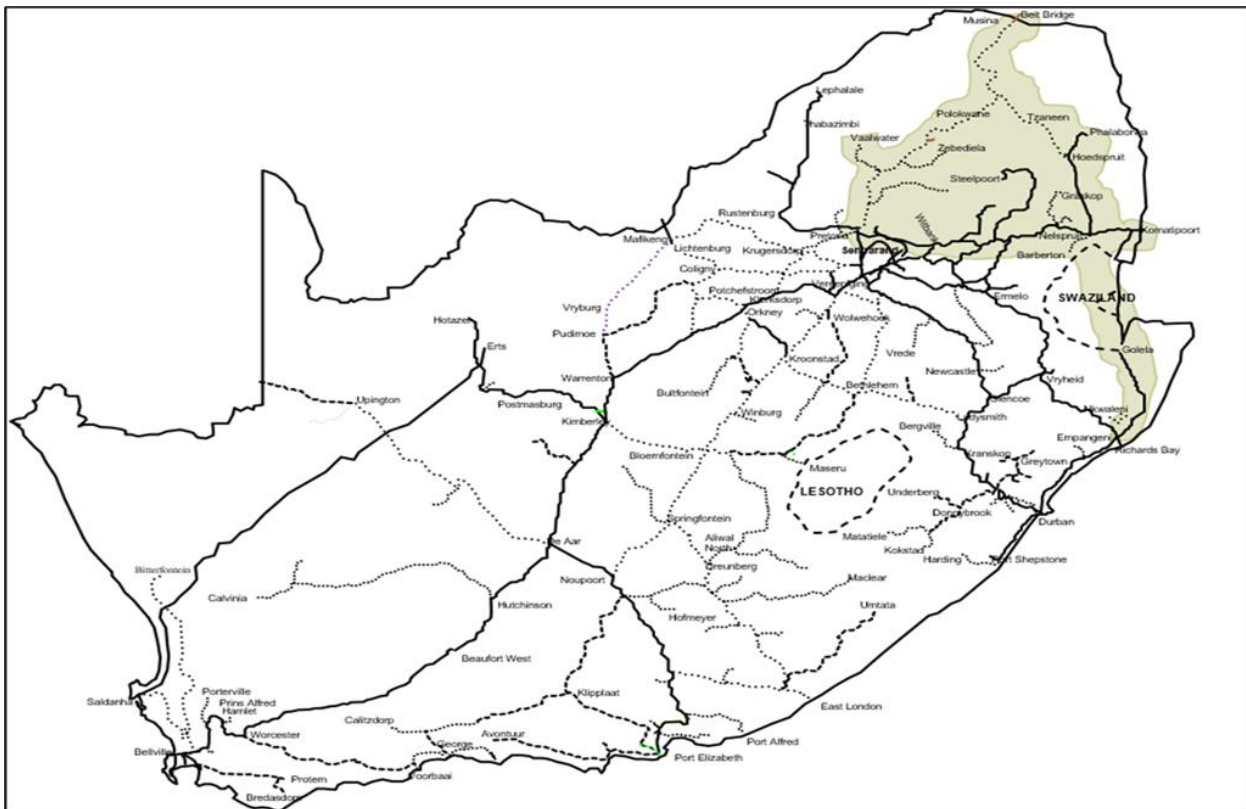


Figure 11: North- East Corridor demarcation map  
(Source: Transnet)

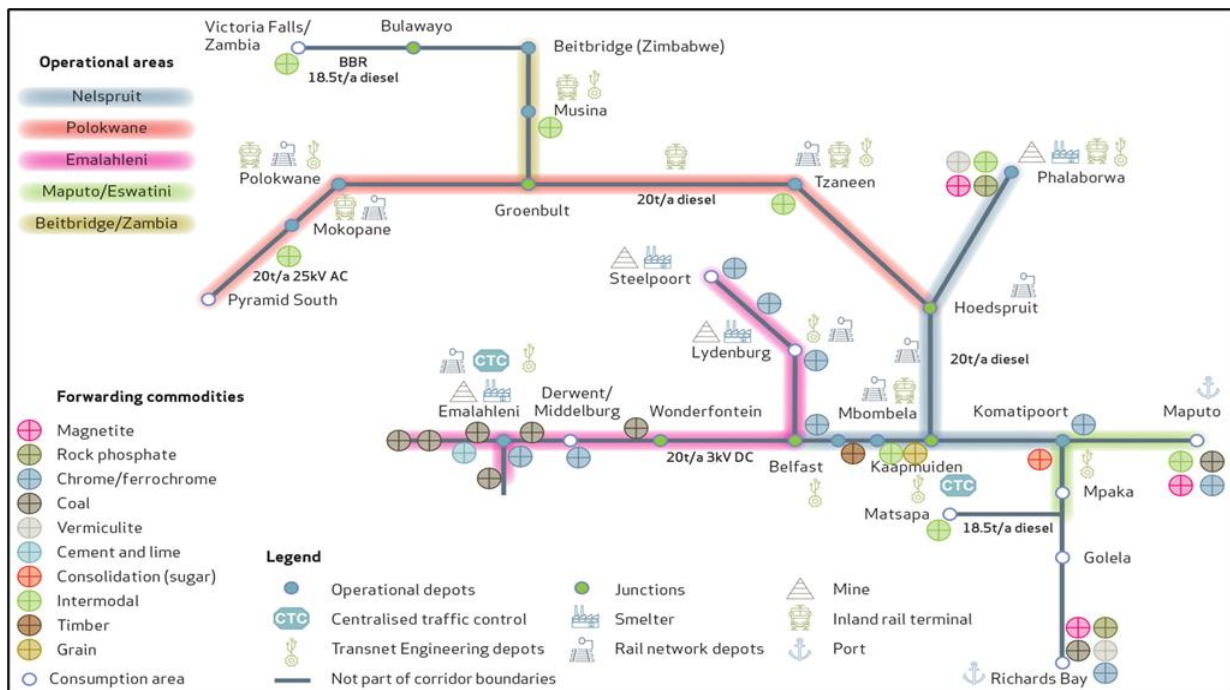


Figure 12: North-East Corridor key lines  
(Source: Transnet)

#### 2.10.1.2. LINE TYPES

2.10.1.2.1. The sections that are covered by this Corridor consist of single line and long loop lines.

2.10.1.2.1.1. On the Goedgeluk – Komatipoort - Mozambique border; the sections have both single and double lines.

2.10.1.2.1.2. On the Komatipoort - Swazi Border - Golela - Empangeni; Stanger – Empangeni; Empangeni - Nkwalini has single lines.

2.10.1.2.1.3. On the Phalaborwa - Kaapmuiden, the sections have both single and double lines.

2.10.1.2.1.4. On the Rayton – Goedgeluk; Belfast - Steelpoort, the section has single lines.

2.10.1.2.1.5. On the Pyramid – Polokwane – Beitbridge the section has both single and double lines.

2.10.1.2.1.6. On the Groenbult - Hoedspruit, the section has single lines.

2.10.1.2.2. The sections are classified as either N1/N2/N3 and Branch lines.

2.10.1.2.2.1. Goedgeluk – Komatipoort; Komatipoort - Mozambique border; Komatipoort - Swazi Border; Phalaborwa - Kaapmuiden are classified as N2/N3 sections.

2.10.1.2.2.2. Rayton –Goedgeluk; Belfast - Steelpoort are classified as N2/N3 sections.

2.10.1.2.2.3. Pyramid – Polokwane; Polokwane – Beitbridge; Groenbelt - Hoedspruit N2/N3 sections.

2.10.1.2.2.4. Golela - Empangeni; Stanger -Empangeni; Empangeni - Nkwalini are classified as N2/N3 sections.

2.10.1.2.3. See **Annexure 6 (Simplified Classification File)** for further details on the different line classification types.

#### 2.10.1.3. TRACK GAUGE

The sections covered by this Corridor operate to one nominal standard track gauge of 1 065mm.

#### 2.10.1.4. MOVING GAUGE STRUCTURE

All traffic on the routes (and associated Locomotives/Rail Wagon /coaches) must comply with the clearances depicted in **Annexures 2 (Track Structure Clearances)** and **3 (Track Structure Vehicle Gauges)**.

#### 2.10.1.5. CROSSING LOOPS

2.10.1.5.1. The number of loops on the different sections are indicated in Annexure 4 (Crossing Loops)

2.10.1.5.2. The crossing loops form a critical input element in determining Train Path capacity, and operating methodologies. The North East Corridor mainline crossing loops currently accommodate Trains that are limited to a maximum of 160 Wagons (between Phalaborwa and Komatipoort), approximately 1600m train length.

#### 2.10.1.6. LOAD LIMITS

The sections covered by this Corridor have a maximum permissible weight of 20 tons per axle except for certain branch lines (as indicated that will be 18.5 tons per axle). More details are provided in **Annexure 6 (Simplified Classification file)**.

#### 2.10.1.7. LINE GRADIENTS

The sections that are covered by this Corridor have different line gradients that will have a direct effect on the power to weight ratio necessary to operate a Train effectively and efficiently. Details on the line gradients are provided in Annexure 5 (Line Gradients per Section).

#### 2.10.1.8. LINE SPEEDS

All trains are limited to a maximum of 90 km/h, and an average of 45 km/h for freight trains. Loaded trains are limited to 60 km/h and empty trains limited to 80 km/h.

#### 2.10.1.9. SECTION LENGTHS

The sections have different lengths which are determined by the sections between signals, length of loops and sidings. Details on the section lengths can be seen in **Annexure 6 (Simplified Classification File)**

#### 2.10.1.10. OVERHEAD TRACTION CURRENT

- 2.10.1.10.1. The sections covered by this Corridor use 3 kV DC traction currents, with some sections not electrified. The sections use a combination of diesel and 3 kV DC.
- 2.10.1.10.2. There is a changeover station at Pyramid where Trains will be switching from 25 kV AC Locomotives to diesel Locomotives due to OHTE theft and diesel Locomotives currently in operation (on the Polokwane Area).
- 2.10.1.10.3. Below table is an indication in terms of sections and the types of locomotives that can traverse:

| Section                                   | Voltage/Diesel |
|-------------------------------------------|----------------|
| Pyramid – Polokwane - Musina              | Diesel         |
| Witbank - Middelburg                      | 3kV DC         |
| Derwent – Rossenekal                      | Diesel         |
| Middelburg – Nelspruit                    | 3kV DC         |
| Nelspruit – Kaapmuiden                    | 3kV DC         |
| Kaapmuiden - Komatipoort                  | 3kV DC         |
| Kaapmuiden-Phalaborwa- Tzaneen- Polokwane | Diesel         |

Table 6: North-East Corridor Overhead Traction voltage

#### 2.10.1.11. SIGNALLING SYSTEM

- 2.10.1.11.1. Main lines for Witbank and Nelspruit in Mpumalanga consist of 84 controlled stations which use CS90 as the Remote-control system, Spoorplan as the Interlocking system. The Track vacancy detection technologies installed is a mixture of track circuits and axle counters. For authorization methods, the sections use colour light signalling and a mixture of points machines.
- 2.10.1.11.2. The Gauteng Hub to Musina bound for the Zimbabwean boarder via Pyramid, this whole section as well as other branch lines in the Witbank and Nelspruit Depots uses the VDU Track Warrant System as a Train authorization system which is a CS90 VDU that is configured to operate as a track warrant Train control system.
- 2.10.1.11.3. VDU track warrant
  - 2.10.1.11.3.1. The VDU track warrant is a CS90 VDU that is configured to operate as a track warrant Train control system.
  - 2.10.1.11.3.2. It is designed to manage sections between stations, complex station layouts, multiple lines and different levels of points-control (from no points control to remote points-control).
  - 2.10.1.11.3.3. It is based on the fact that the Radio Train Order (RTO) is still the primary authorisation system with the VDU track warrant as the supported authorisation system.
  - 2.10.1.11.3.4. It comprises the RTO which includes safe operating procedures, paper template forms and Train diagram sheets, as well as the UHF open channel Train radio system for communication between the relevant TCO and the relevant Train driver(s) and CS90 VDU workstation.
- 2.10.1.11.4. Control System 90 (the CS90)
  - 2.10.1.11.4.1. The CS90 includes a desk diagram, VDU and remote control.
  - 2.10.1.11.4.2. The POC3 (OBC for colour light) development system was expanded to include the track warrant systems, original to interface and later to replace the track warrant and OBC viewer (ATW).
  - 2.10.1.11.4.3. The CS90 VDU is not only applicable to the colour light signalling and track warrant, but also includes automated yard control including hump and automated yard points control.
  - 2.10.1.11.4.4. IOOS links the Train control and Train worlds together to improve safety and efficiency.

Table 7 contains the summary of the centralised traffic control centres on the North East Corridor.

| <b>CTC location</b> | <b>Control area</b>                                                                                                                        | <b>Control method</b>                                                                                                          |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Witbank             | Forfar-Waterval Boven/ Wonderfontein<br>Belfast-Steelpoort                                                                                 | CS90 Colour Lights<br>CS90 VDU Track Warrant                                                                                   |
| Kaapmuiden          | Waterval Boven- Komatipoort/<br>Kaapmuiden - Phalaborwa<br><br>Nelspruit – Barberton                                                       | CS90 Colour Lights<br>Hybrid- Colour lights/<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant                               |
| Pyramid South       | Baviaanspoort - Pienaarsrivier/<br>Pendoring<br>Pendoring - Rustenburg - Lephalale<br>Pienaarsrivier - Mokopane<br>Schoongesicht – Northam | CS90 Colour Lights<br><br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant                           |
| Polokwane           | Mokopane - Groenbult<br>Polokwane - Groenbult<br>Makhado - Musina<br>Makhado - Hoedspruit<br>Polokwane – Groenbult/Makhado –<br>Hoedspruit | CS90 VDU Track Warrant<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant |

Table 7: North-East Corridor Centralised Traffic Control Centres

## 2.10.2. COMMUNICATION SYSTEM

2.10.2.1. The TRIM's telecommunication system is divided into radio and transmission.

2.10.2.2. The telecommunication system has a network that runs on underground copper cables, microwave radio links, UHF radio systems, optical fibre cables, a transmission network, and offers network management systems for the below mission critical services, including:

- 2.10.2.2.1. Remote control signalling, block circuits, axle counters, hot bearing detectors, and trackside measurement systems;
  - 2.10.2.2.2. Fail safe data transmission for Train authorization (also including CS90, DED, WILMA, and UBRD);
  - 2.10.2.2.3. Train radio systems, trunked radio, radio Train order for radio communication activities such as Train authorisations, shunting activities, and maintenance activities;
  - 2.10.2.2.4. Tele-control of electrical substations;
  - 2.10.2.2.5. Transmission network carrying voice and data services; and
  - 2.10.2.2.6. Network management for network monitoring and supervision.
- 2.10.2.3. The Corridor has sections that are covered for communications between Train driver and TCO that are using the RTO, which is an open channel network where each section has a 3-frequency plan which requires voice exchange protocol to authorise Trains. Also Trunked radio network which is in metropolitan areas (Richards Bay), and it is also an alternative/backup to signalling for Train authorisations. Trunked radios are like cellular technology, allows group calls and is much more spectrum efficient.
- 2.10.2.4. The Northeast Corridor will undergo a change from the conventional (RTO) and Trunked Radio Networks commencing in the 2027/2028 FY to an LTE technology. The dual illumination will commence for a period of 24 Months.
- 2.10.2.5. **Annexure 7 (Radio Communication Systems Map)** shows Trunking Hi-Sites and Radio Train Order (RTO) Hi-Sites used by the TRIM for communications. There is a list of portable radios attached.

### 2.10.3. PARTICULAR OPERATING ASPECTS

#### 2.10.3.1. ENVIRONMENTAL RESTRICTIONS

The operation of Trains on the sections that are covered by this Corridor is subject to the requirements of the applicable laws, particularly environmental laws.

#### 2.10.3.2. TUNNEL RESTRICTIONS

The conditions applicable to Trains passing through certain tunnels are given in the operating documents for the lines concerned or indicated by means of wayside signalling, and **Annexure 8 (Tunnel Restrictions)** shows the exact location of the tunnel and its length.

#### 2.10.3.3. BRIDGE RESTRICTIONS

The network is limited by the initial designs of major civil assets, and as such each route section follows specifications that have reviewed and assessed their limitations. Table 3 describes the bridge classes and their corresponding axle loadings as per BFF 9327 V3. **Annexure 9 (Bridge Class and Maximum Allowable Axle Mass)** shows the maximum axle loading per Rail Wagon, and the corresponding bridge class per section (see Table 3).

## 2.10.4. CONDITION ASSESSMENT SYSTEMS

2.10.4.1. This section describes the different types of Condition Assessment Systems that the TRIM uses to monitor the condition of Rolling Stock running on the network as well as the condition of the infrastructure assets. The selection of the technologies deployed is informed by various factors ranging from operational need to industry capabilities and development effort. The benefit of condition monitoring has primarily been the provision of early warning safety information on pending critical failure of Rolling Stock or rail infrastructure.

2.10.4.2. The Corridor has the following Condition Assessment Systems:

2.10.4.2.1. Thirty (30) Hotbox Bearing Evaluator and Detector Systems that provide an alarm system when a bearing has exceeded a prescribed temperature limit before the bearing will fail and might cause a derailment. There are alarm types, namely type 3 (stop Train), type 2 (continue to station) or type 1 (continue to maintenance depot) where the Rail Wagon with the detected bearing fault will be removed from the Train consist.

2.10.4.2.2. Three (3) Assized Weighbridges that measure the total mass of a Rail Wagon, the total mass of each bogie and the total mass of each side (left or right) automatically while a Train is moving over the system. The data from the AWIMS will thus be used for both condition monitoring and commercial purposes.

2.10.4.2.3. One hundred and thirty (130) Vehicle Identification Systems that determine vehicle consist information at predefined trackside positions, couple the vehicle consist information to Train numbers obtained from the TMS and make the consist information available to operational systems, maintenance systems and measurement systems.

2.10.4.2.4. One (1) Skew Bogie Detectors that detect skew bogies by measuring the lateral forces and gauge spreading forces, exerted by the wheels on the track.

2.10.4.2.5. One (1) Wheel Impact Monitors- Weighing In-motion System that measures the wheel impact of each wheel on a railway vehicle and reports alarm conditions. The secondary functions of the WIM-WIM are to measure the mass of the vehicle and determine the load distribution of each Rail Wagon (skew/over loading).

2.10.4.3. **Annexure 10 (CAS Systems)** shows Condition Assessment Systems (CAS) used as track side signalling equipment and Annexure 11 (CAS System Abbreviation and description) tables the descriptive function of each CAS system.

## 2.10.5. NETWORK CONDITION

2.10.5.1. The corridor's traction and distribution have substations that are offline due to theft and vandalism. The impacted areas are Olifantsriver to Middelburg, Wonderfontein to Belfast. The Pyramid South to Polokwane, Derwent to Wonderfontein, Komatipoort, Hoedspruit to Phalaborwa, lines are facing severe theft of OHTE cables. Theft of rails and OHTE between Rayton to Forfar has led to line being closed and currently not operational.

- 2.10.5.2. Rayton station to Bronkhorspruits station line is facing severe theft of OHTE cables and currently the line is not operational.
- 2.10.5.3. Some of the signalling systems including the relay rooms and trackside equipment along the corridor Polokwane to Pyramid, Forfar to Goedgeluk Belfast to Goedgeluk and Nelspruit to Kaapmuiden are not operational due to theft and vandalism. The deterioration of track condition in some areas along the corridor has also led to implementation of speed restrictions. The corridor's Train Path capacity has been reduced by speed restrictions and manual authorisation system that is used for Train traffic control while the repair work continues. The poor drainage in yards causes shunting delays and it is therefore paramount to reinstate it. The corridor's Train Path capacity between Belfast and Steelpoort has been reduced by the clamping of points due to obsolete network radio equipment resulting in Train Paths being lost.
- 2.10.5.4. The corridor's Train Path capacity has been reduced owing to the implementation of speed restrictions and manual authorisation systems because of theft and vandalism of the infrastructure.
- 2.10.5.5. The TRIM re-assesses network condition periodically. The latest updated network condition assessment documents will be updated quarterly, monthly and weekly and will be published on the TRIM website. The latest network condition information per network section can also be made available to Customers on request, or when major service disruptions occur. Published network condition details will include which part of which network sections will be subject to which speed restrictions, where in each section manual authorisations will be in place, and any temporarily unavailable network sections.

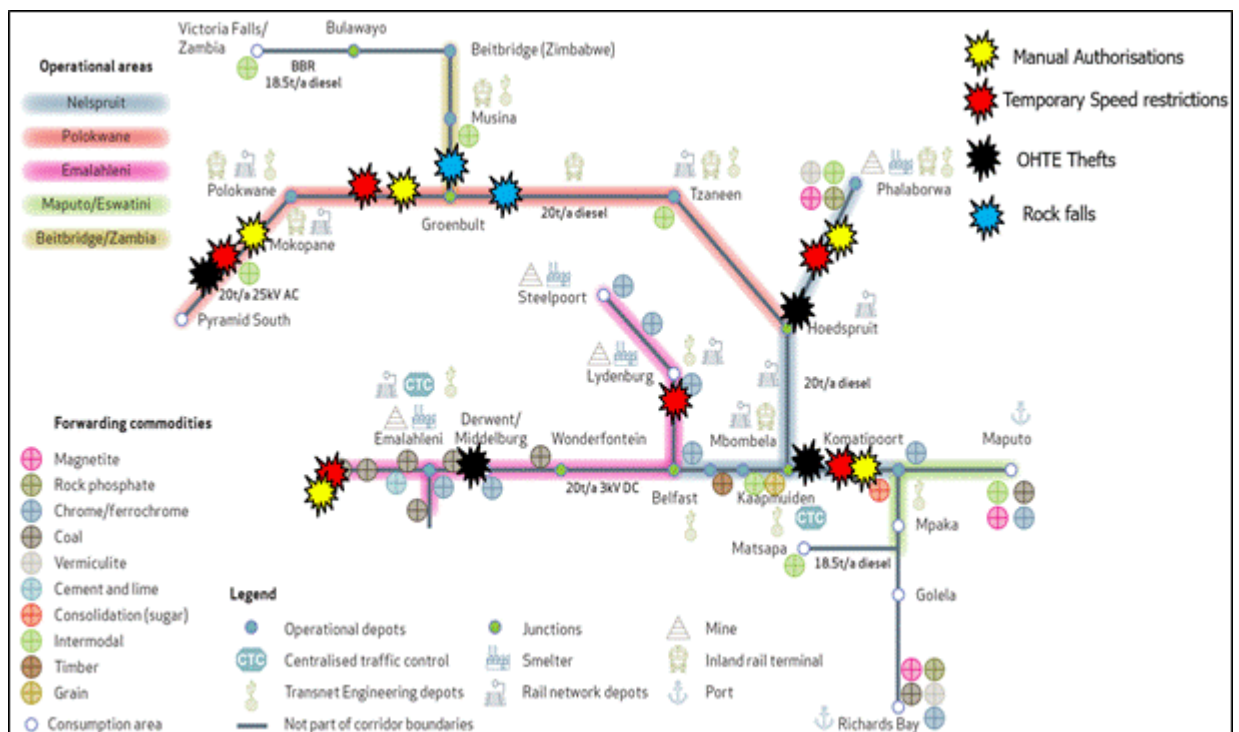


Figure 13: Network Condition North-East Corridor  
(Source: Transnet)

## 2.10.6. CURRENT STATE OF SECURITY

- 2.10.6.1. Train Path capacity in the North-East Corridor is reduced due to OHTE and signal cabling theft across the network. In Quarter 1 of financial year 2026/27 the number of security incidents (163) and were averaging (2) one per day.
- 2.10.6.2. Major incidents in the North-East Corridor are OHTE cable theft, electrical cable and signal cable theft.
- 2.10.6.3. Other security-related matters on the North-East include but are not limited to:
  - 2.10.6.3.1. Random community protests/unrest at Bronkhorstspuit, Witbank, Matsulu, Kaapmuiden & Phalaborwa; and
  - 2.10.6.3.2. Random work stoppages by business forums Bronkhorstspuit, Kaapmuiden, Matsulu & Acornhoek.
- 2.10.6.4. Security service providers will enforce a mix of physical guarding, armed response teams, and interventions to address organised crime groupings behind the illicit copper market.

## 2.10.7. SUSTAINING MAINTENANCE PROJECTS

### 2.10.7.1. MAINTENANCE PLANS

- 2.10.7.1.1. The depots have daily maintenance activities, which include Planned Occupations on the following routes:
  - 2.10.7.1.1.1. Lephalale – Thabazimbi – Rustenburg – Pyramid South;
  - 2.10.7.1.1.2. Pyramid South – Polokwane – Beit Bridge;
  - 2.10.7.1.1.3. Groenbult - Tzaneen - Olifantstien;
  - 2.10.7.1.1.4. Pyramid South – Katbosfontein;
  - 2.10.7.1.1.5. Machadodorp - Nelspruit – Kaapmuiden – Komatipoort;
  - 2.10.7.1.1.6. Kaapmuiden – Hoedspruit - Phalaborwa;
  - 2.10.7.1.1.7. Witbank – Machadodorp;
  - 2.10.7.1.1.8. Richards Bay – Golela takes occupations every first and third Monday of the month for 12 hours.
- 2.10.7.1.2. The plan was informed by the zero-base condition assessments. The plans are conditioned based and will be updated annually.
- 2.10.7.1.3. Note that achievement of plan relies on do-ability, procurement processes, funding and availability of Train Paths on the timetable to take occupation of the line to complete the work packages.

## 2.10.7.2. SHUTDOWN SCOPE AND SCHEDULES

2.10.7.2.1. This Corridor covers four (4) maintenance depots that are scheduled in the same period, grouped as North-East Corridor shutdown. The maintenance shutdown will be executed by Nelspruit, Witbank, Polokwane and Empangeni depots. The sections covered in these depots are:

2.10.7.2.1.1. Goedgeluk – Eswatini border;

2.10.7.2.1.2. Belfast – Steelpoort;

2.10.7.2.1.3. Rayton – Goedgeluk;

2.10.7.2.1.4. Hoedspruit – Beitbridge;

2.10.7.2.1.5. Golela - Richards Bay.

## 2.11. CAPE CORRIDOR

### 2.11.1. NETWORK DESCRIPTION

#### 2.11.1.1. LIMITS

2.11.1.1.1. The Cape Corridor has the largest area footprint of the Corridors, stretching from Warrenton in the North-East to Cape Town in the Southwest, from Hotazel in the North to Gqeberha in the South. From Bloemfontein in the Central to Kroonstad and Bethlehem in the East. The Cape Corridor is the natural hinterland for the ports of Cape Town, Mossel Bay, Port Elizabeth, Ngqura and East London. Corridor lines from the key mining area surrounding Hotazel and Postmasburg in the Northern Cape connect to the ports of Port Elizabeth and Ngqura in the south.

2.11.1.1.1 The Cape Corridor also includes various branch lines such as the Bellville to Bitterfontein, Bellville to Saldanha, Worcester to George, De Aar to Upington, Bloemfontein to Kroonstad, East London, Port Elizabeth and cross border traffic from Upington to Namibia and Bloemfontein to Lesotho. The TRIM is responsible for the infrastructure from Upington to Namibia (Nakop) and Bloemfontein to Lesotho (Maseru), access to the line beyond Nakop and Maseru must be arranged by the other train operating companies.

2.11.1.1.2 The Cape Corridor provides a critical interface for rail traffic between the Container Corridor, Central Corridor and Ore Corridor. This section of the Network Statement covers those portions of the Network that comprise the Cape Corridor as indicated in Figures 14 and 15.

2.11.1.1.3 Parts of the Transnet Rail Infrastructure network have interfaces with PRASA. Figure 16 indicates the interface areas with PRASA. Further details on the Transnet and Prasa Network can be found in Annexure 12 (Depot Boundaries detail diagrams).

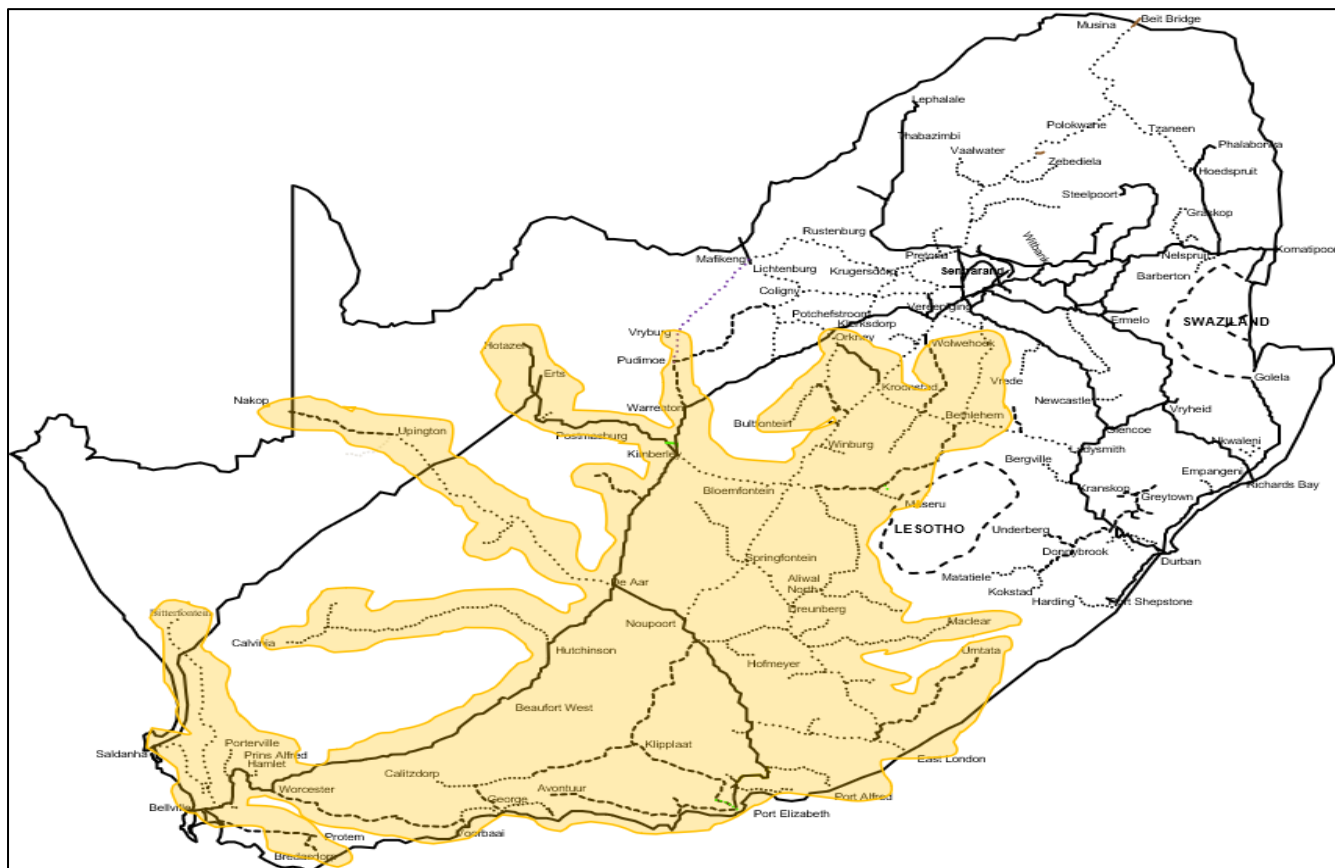


Figure 14: Cape Corridor demarcation map  
(Source: Transnet)

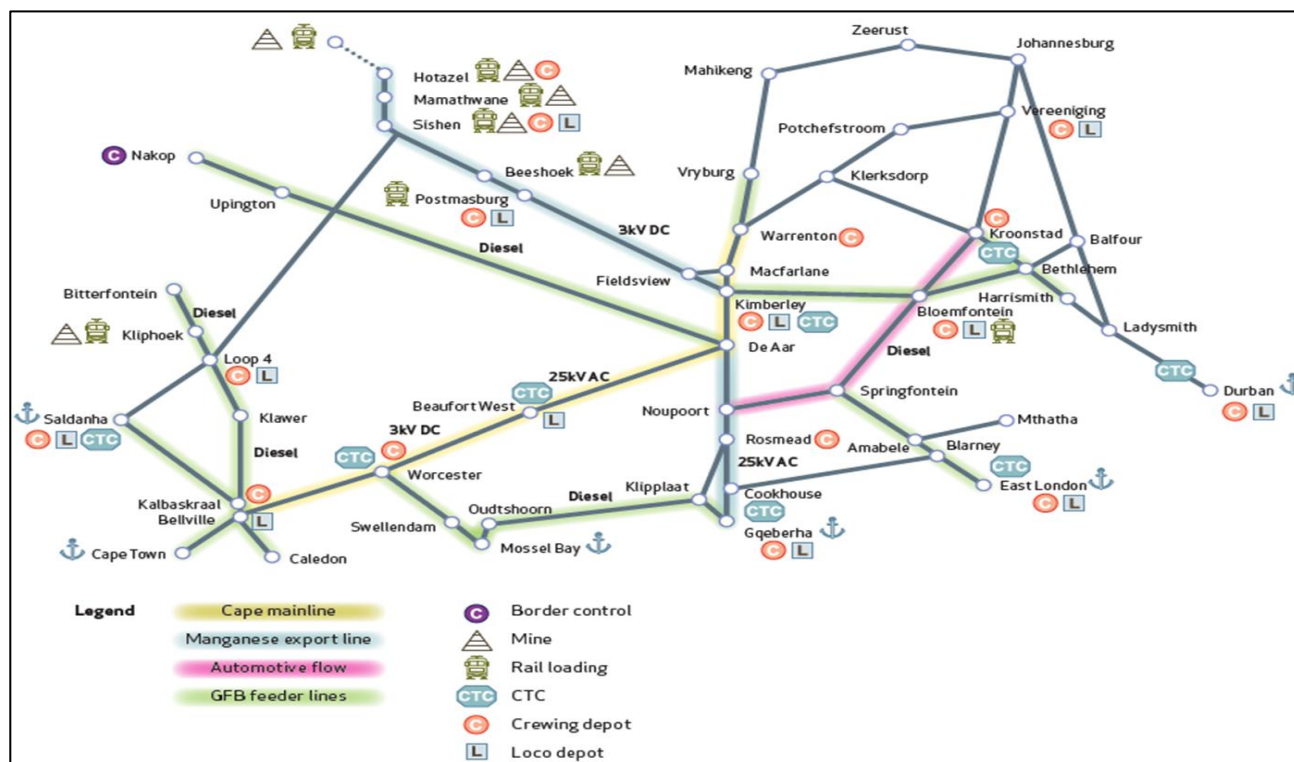


Figure 15: Cape Corridor key lines

(Source: Transnet)



Figure 16: PRASA Cape Corridor (Source: Transnet)

#### 2.11.1.2 LINE TYPES

2.11.1.2.1 The sections that are covered in this Corridor consist of single and double-line tracks.

2.11.1.2.2 On the Hotazel – Beaconsfield - De-Aar- Noupoot – Port Elizabeth, the section has single and double lines.

2.11.1.2.2.1 On the Beaconsfield- Hamilton-Bloemfontein-Bethlehem, the section has both single and double line.

2.11.1.2.2.2 On the Upington-De-Aar-Noupoot-Gqeberha, the section has single line.

2.11.1.2.2.3 On the Veertienstrome – Beaconsfield – De Aar - Bellville route, the section has both single lines and double lines.

2.11.1.2.2.4 On the Sasolburg – Bloemfontein – Springfontein – East London, the section the sections have both single and double lines.

2.11.1.2.2.5 On the Hotazel –Beaconsfield- Bloemfontein– East London route, the section between has both single and double lines.

2.11.1.2.3 The sections are classified as N1/N2/N3 lines.

2.11.1.2.3.1 Hotazel to Port Elizabeth are classified N1/N2/N3 sections.

- 2.11.1.2.3.2 Beaconsfield to Bethlehem is classified N1/N2.
- 2.11.1.2.3.3 Uppington to Port Elizabeth are classified as N1/N2 sections.
- 2.11.1.2.3.4 Veertienstrome to Bellville are classified as N1/N2/N3 sections.
- 2.11.1.2.3.5 Hotazel to East London are classified as N1/N2/N3 sections.

2.11.1.2.4 Refer to **annexure 6 (Simplified Classification File)** for further details on the different line classification types.

#### 2.11.1.3 TRACK GAUGE

The sections covered in this Corridor operate to cape gauge of 1 065mm predominantly, with branch lines between Humewood Road (Gqeberha) to Gamtoos to Avontuur and Patensie use narrow track gauge of 610mm.

#### 2.11.1.4 MOVING GAUGE STRUCTURE

All traffic on the routes (and associated Locomotives/Rail Wagons /coaches) must comply with the clearances depicted in **Annexures 2 (Track Structure Clearances)** and **3 (Track Structure Vehicle Gauges)**.

#### 2.11.1.5 CROSSING LOOPS

- 2.11.1.5.1 The number of loops on the different sections are indicated in Annexure 4 (Crossing Loops)
- 2.11.1.5.2 The crossing loops form a critical input element in determining Train Path capacity, and operating methodologies. The Cape Corridor's mainline crossing loops between Hotazel and Gqeberha accommodate Trains that are limited to a maximum of 104 Rail Wagon, proximately 1150m length train. The Section between Beaufort West and Bellville to 50 wagon trains, approximately 600m length train.

#### 2.11.1.6 LOAD LIMITS

The sections covered by this Corridor have a maximum permissible weight of between 16.5 and 20 Tonnes per axle. Details on various sections stating wagon axle loads are provided on Annexure 6 (**Simplified Classification File**)

#### 2.11.1.7 LINE GRADIENTS

The sections are governed by different speed limits, typically a maximum of 70 km/h for light air brake trains, a maximum of 90 km/h for passenger trains and a maximum of 60 km/h for vacuum brake trains.

#### 2.11.1.8 LINE SPEEDS

The sections are governed by different speed limits, typically a maximum of 70 km/h for light air brake trains, a maximum of 90 km/h for passenger trains and a maximum of 60 km/h for vacuum brake trains.

#### 2.11.1.9 SECTION LENGTHS

The sections have different lengths which are determined by the sections between signals, length of loops and sidings. Details on the section lengths can be seen in **Annexure 6 (Simplified Classification File)**

#### 2.11.1.10 OVERHEAD TRACTION CURRENT

- 2.11.1.10.1 The sections covered in this Corridor use different traction currents, with some sections not electrified. The sections use a combination of diesel, 25 kV AC and 3 kV DC.
- 2.11.1.10.2 The East London route uses diesel Locomotives between Bloemfontein and Springfontein, 25 kV AC between Springfontein and East London but Diesel Locomotives are currently used due to cable theft (the line is earmarked for de-electrification) and 3 kV DC.
- 2.11.1.10.3 There is a changeover station at Springfontein where Trains will be switching from diesel Locomotives to 3kV Locomotives and from 3kV to diesel Locomotives. There is no changeover that is currently taking place due to OHTE theft and diesel Locomotives currently in operation.
- 2.11.1.10.4 There is a changeover station at Kimberley, at the Ronaldsvlei yard, where Trains will be switching from 3 kV DC Locomotives to 25 kV AC Locomotives.
- 2.11.1.10.5 Diesel Locomotives are currently in operation (on the Bellville Area) due to OHTE theft.
- 2.11.1.10.6 Below table is an indication in terms of sections and the types of locomotives that can traverse:

| Section                               | Voltage/Diesel |
|---------------------------------------|----------------|
| Warrenton – Kimberly – Hotazel        | 3kV DC         |
| Kimberly – Beaufort West              | 25kV AC        |
| Beaufort West – Worcester – Bellville | 3kV DC         |
| De Aar – Port Elizabeth               | 25kV DC        |
| Springfontein – East London           | Diesel         |
| Springfontein – Bloemfontein          | Diesel         |
| Bloemfontein – Wolwehoek              | Diesel         |

Table 8: Cape Corridor Overhead Traction voltage

#### 2.11.1.11 SIGNALLING SYSTEM

- 2.11.1.11.1 Main lines for Bellville, Kimberley North, Kimberley South, Port Elizabeth, East London and Bloemfontein in the Cape and Free State consist of 248 controlled stations which uses CS90 as the Remote-control system and various Interlocking systems.
- 2.11.1.11.2 The Track vacancy detection technologies installed is a mixture of Track Circuits and axle counters. For further Train authorization methods, they use colour light signalling and a mixture of points machines controlled by CS90.
- 2.11.1.11.3 The Main Line from East London through Bloemfontein and the branch lines in the corridor uses the VDU Track Warrant System.
- 2.11.1.11.4 VDU track warrant
  - 2.11.1.11.4.1 The VDU track warrant is a CS90 VDU that is configured to operate as a track warrant Train control system.
  - 2.11.1.11.4.2 It is designed to manage sections between stations, complex station layouts, multiple lines and different levels of points-control (from no points control to remote points-control).
  - 2.11.1.11.4.3 It is based on the fact that the Radio Train Order (RTO) is still the primary authorisation system with the VDU track warrant as the supported authorisation system.
  - 2.11.1.11.4.4 It comprises the RTO which includes safe operating procedures, paper template forms and Train diagram sheets, as well as the UHF open channel Train radio system for communication between the relevant TCO and the relevant Train driver(s) and CS90 VDU workstation.
- 2.11.1.11.5 Control System 90 (the CS90)
  - 2.11.1.11.5.1 The CS90 includes a desk diagram, VDU and remote control.
  - 2.11.1.11.5.2 The POC3 (OBC for colour light) development system was expanded to include the track warrant systems, original to interface and later to replace the track warrant and OBC viewer (ATW).
  - 2.11.1.11.5.3 The CS90 VDU is not only applicable to the colour light signalling and track warrant but also includes automated yard control including hump and automated yard points control.

2.11.1.11.5.4 IOOS links the Train control and Train worlds together to improve safety and efficiency.

Table 9 contains a summary of the centralised traffic control centres on the Cape Corridor.

| CTC location   | Control area                                                                                                                                                                                                                                                                                                                                                      | Control method                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Belville       | Windermere - Avondale<br>Brackenfell<br>Kraaifontein<br>Muldersvlei<br>Klapmuts<br>Paarl<br>Huguenot<br>Dal Josafat<br>Wellington<br>Kraaifontein – Kalbaskraal<br>Windermere – Atlantis<br>Kalbaskraal – Moorreesburg - Saldanha<br>Moorreesburg - Bitterfontein<br>Van Der Stel - Proteem/Klipdale - Bredasdorp<br>Hermon - Riebeeck Kasteel<br>Wolseley- Ceres | CS90 Colour Lights<br>Single Man Cabin (local Station Control)<br>Single Man Cabin (local Station Control)<br>Single Man Cabin (local Station Control)<br>Single Man Cabin (local Station Control)<br>Single Man Cabin (local Station Control)<br>Single Man Cabin (local Station Control)<br>Single Man Cabin (local Station Control)<br>CS90 Colour Lights<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant |
| Worcester      | Malan – Matjiesfontein<br>Worcester Yard – Voorbaai<br>Voorbaai - Uitenhage                                                                                                                                                                                                                                                                                       | CS90 Colour Lights<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Beaufort West  | Skeiding - Britsville                                                                                                                                                                                                                                                                                                                                             | CS90 Colour Lights                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Kimberley      | De Aar – Transcape<br>Beaconsfield – Hotazel                                                                                                                                                                                                                                                                                                                      | CS90 Colour Lights<br>CS90 Colour Lights                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Bloemfontein   | Theunissen – Bloemfontein<br>Bloemfontein – Springfontein<br>Springfontein – Bowkerspark<br>Springfontein – Noupoot<br>Bloemfontein – Beaconsfield<br>De Aar- Nakop- Kakamas<br>Belmont- Douglas<br>Bloemfontein- Maseru                                                                                                                                          | CS90 Colour Lights<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant<br>Hybrid/CS90 VDU Colour Lights/CS90 VDU Track Warrant<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant                                                                                                                                                                                                                                                                                                             |
| Port Elizabeth | Bletterman – Port Elizabeth<br>Port Elizabeth – Uitenhage                                                                                                                                                                                                                                                                                                         | CS90 Colour Lights<br>CS90 Colour Lights                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| East London    | East London – Blaney<br>Amabele – Umtata<br>Blaney – Bowkerspark<br>Blaney- Cookhouse                                                                                                                                                                                                                                                                             | CS90 Colour Lights<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant<br>CS90 VDU Track Warrant                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Kroonstad      | Koppies – Westleigh                                                                                                                                                                                                                                                                                                                                               | Single Man Cabin (local Station Control)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

| CTC location | Control area         | Control method     |
|--------------|----------------------|--------------------|
|              | Kroonstad – Welgelee | CS90 Colour Lights |

Table 9: Cape Corridor Centralised Traffic Control Centres

## 2.11.2 COMMUNICATION SYSTEM

- 2.11.2.1 The TRIM's telecommunication system is divided into radio and transmission.
- 2.11.2.2 The telecommunication system has a network that runs on underground copper cables, microwave radio links, UHF radio systems, optical fibre cables, a transmission network, and offers network management systems for the below mission critical services, including:
- 2.11.2.2.1 Remote control signalling, block circuits, axle counters, hot bearing detectors, and trackside measurement systems;
  - 2.11.2.2.2 Fail safe data transmission for Train authorization (also including CS90, DED, WILMA, and UBRD);
  - 2.11.2.2.3 Train radio systems, trunked radio, radio Train order for radio communication activities such as Train authorisations, shunting activities, and maintenance activities;
  - 2.11.2.2.4 Tele-control of electrical substations;
  - 2.11.2.2.5 Transmission network carrying voice and data services; and
- 2.11.2.3 Network management for network monitoring and supervision.
- 2.11.2.4 The Corridor has sections that are covered for communications between Train driver and TCO that are using the RTO, which is an open channel network where each section has a 3-frequency plan which requires voice exchange protocol to authorise Trains. Also Trunked radio network which is in metropolitan areas (Cape Town, Port Elizabeth and Kimberly), and it is also an alternative/backup to signalling for Train authorisations. Trunked radios are like cellular technology, allows group calls and is much more spectrum efficient.
- 2.11.2.5 The wireless networks within the corridor will be transformed from analogue to digital networks. The transformation will commence in the 2026/27 FY within the Manganese line. The rest of the Cape corridor should be commissioned by March – April 2028. Dual illumination will commence after the commissioning to allow Access Seekers to migrate from the analogue to LTE network.
- 2.11.2.6 **Annexure 7 (Radio Communication Systems Map)** shows Trunking Hi-Sites and Radio Train Order (RTO) Hi-Sites used by the TRIM for communications. There is a list of portable radios attached.

## 2.11.3 PARTICULAR OPERATING ASPECTS

### 2.11.3.1 ENVIRONMENTAL RESTRICTIONS

The operation of Trains on the sections that are covered by this Corridor is subject to the requirements of the applicable laws, particularly environmental laws.

#### 2.11.3.2 TUNNEL RESTRICTIONS

The conditions applicable to Trains passing through certain tunnels are given in the operating documents for the lines concerned or indicated by means of wayside signalling, and **Annexure 8 (Tunnel Restrictions)** shows the exact location of the tunnel and its length.

#### 2.11.3.3 BRIDGE RESTRICTIONS

The network is limited by the initial designs of major civil assets, and as such each route section follows specifications that have reviewed and assessed their limitations. Table 3 describes the bridge classes and their corresponding axle loadings as per BFF 9327 V3. **Annexure 9 (Bridge Class and Maximum Allowable Axle Mass)** shows the maximum axle loading per Rail Wagon and the corresponding bridge class per section (see Table 3).

### 2.11.4 CONDITION ASSESSMENT SYSTEMS

2.11.4.1 This section describes the different types of Condition Assessment Systems that the TRIM uses to monitor the condition of Rolling Stock running on the network as well as the condition of the infrastructure assets. The selection of the technologies deployed is informed by various factors ranging from operational need to industry capabilities and development effort. The benefit of condition monitoring has primarily been the provision of early warning safety information on pending critical failure of Rolling Stock or rail infrastructure.

2.11.4.2 The selected Corridor has the following Condition Assessment Systems:

2.11.4.2.1 Forty-two (42) Hotbox Bearing Evaluator and Detector Systems that provide an alarm system when a bearing has exceeded a prescribed temperature limit before the bearing will fail and might cause a derailment. There are alarm types, namely type 3 (stop Train), type 2 (continue to station) or type 1 (continue to maintenance depot) where the Rail Wagon with the detected bearing fault will be removed from the Train consist.

2.11.4.2.2 Four (4) Assized Weighbridges that measure the total mass of a Rail Wagon, the total mass of each bogie and the total mass of each side (left or right) automatically while a Train is moving over the system. The data from the AWIMS will thus be used for both condition monitoring and commercial purposes.

2.11.4.2.3 Two hundred and ninety-five (295) Vehicle Identification Systems that determine vehicle consist information at predefined trackside positions, couple the vehicle consist information to Train numbers obtained from the TMS and make the consist information available to operational systems, maintenance systems and measurement systems.

2.11.4.3 **Annexure 10 (CAS Systems)** shows Condition Assessment Systems (CAS) used as track side signalling equipment and **Annexure 11 (CAS System Abbreviation and description)** tables the descriptive function of each CAS system.

## 2.11.5 NETWORK CONDITION

2.11.5.1 The corridor's traction and distribution have substations that are offline due to theft and vandalism. The Bethlehem to Bloemfontein, Bloemfontein to East London and Worcester to Bellville lines have been facing severe theft of OHTE cables.

2.11.5.2 Some of the signalling systems including the relay rooms and trackside equipment along the Wellington to Paarl, Cookhouse to Rosmead and Kamfersdam to Macfarlane sections are not operational due to theft and vandalism. Deterioration of track condition in some areas along the corridor has led to implementation of speed restrictions. The corridor's Train Path capacity has been reduced by implemented speed restrictions and a manual authorisation system that is used for Train traffic control while the repair work continues.

2.11.5.3 The TRIM re-assesses network condition periodically. The latest updated network condition assessment documents will be updated quarterly, monthly and weekly and will be published on the TRIM website. The latest network condition information per network section can also be made available to Access Seekers on request, or when major service disruptions occur. Published network condition details will include which part of which network sections will be subject to which speed restrictions, where in each section manual authorisations will be in place, and any temporarily unavailable network sections.

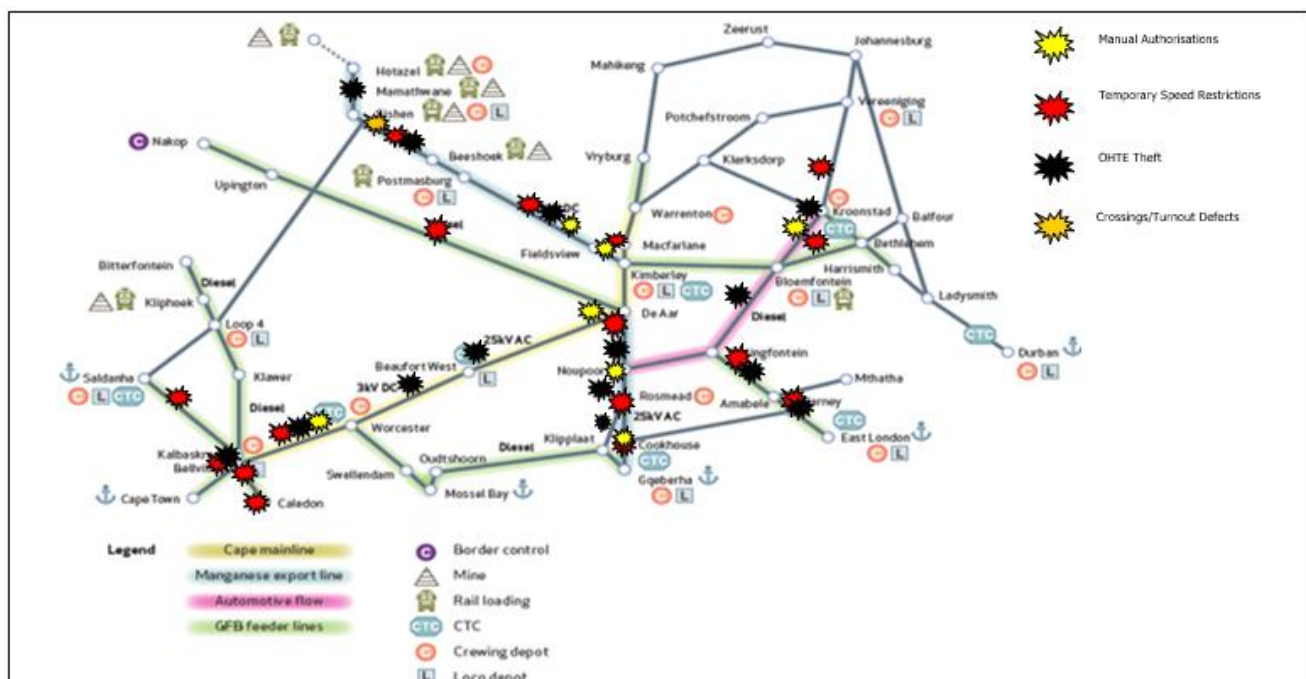


Figure 17: Network Condition Cape Corridor  
(Source: Transnet)

## 2.11.6 CURRENT STATE OF SECURITY

2.11.6.1 Train Path capacity in the Cape Corridor is reduced due to OHTE and signal cabling theft across the network; In Quarter 1 of this financial year 2026/27, the number of security incidents amounted to 194 and were averaging (2) two per Day.

- 2.11.6.2 The Cape Main line is historically plagued with OHTE thefts. The recovery plan deployed is to ensure that train impact gets minimised. The Main line has been re-energised between Paarl and Salbar. This has increased detection capabilities and reduced response time of intervention teams to any tampering of infrastructure.
- 2.11.6.3 Some Free State sections currently operate on Diesel Locomotives owing to OHTE theft and vandalism.
- 2.11.6.4 The Security service providers as part of the Outcome Based Solution (OBS) will enforce a mix of physical guarding, armed response teams, and interventions to address organised crime groupings behind the illicit copper market. Both TRIM and the OBS Service provider implemented extensive security system as part of protecting the network.

## 2.11.7 SUSTAINING MAINTENANCE PROJECTS

### 2.11.7.1 MAINTENANCE PLANS

- 2.11.7.1.1 The depots have daily maintenance activities which are planned and aligned to Transnet Port Terminals (TPT) maintenance schedule.
- 2.11.7.1.2 The plan was informed by the zero- base condition assessments. The plans are conditioned based and will be updated annually.
- 2.11.7.1.3 Note that achievement of plan relies on do-ability, procurement processes, funding and availability of Train Paths on the timetable to take occupation of the line to complete the work packages.

### 2.11.7.2 SHUTDOWN SCOPE AND SCHEDULES

- 2.11.7.2.1 This Corridor covers six (6) maintenance depots that are scheduled in the same period, grouped as Ore corridor shutdown. The shutdown maintenance will be executed by Kimberley, Krugersdorp, Port Elizabeth and Belville depots.
- 2.11.7.2.2 The sections covered in these depots are Hotazel to Beaconsfield; Warrenton to Beaufort west; Beaconsfield to Bloemfontein; Beaconsfield to De Aar; Beaconsfield to Beaufort west; Potchefstroom to Warrenton; De Aar to Port Elizabeth; Beaufort west to Worcester; East London and Bloemfontein. The sections covered in these depots are Springfontein to East London and Springfontein to Noupoot.

## 2.12 CENTRAL CORRIDOR

### 2.12.1 NETWORK DESCRIPTION

#### 2.12.1.1 LIMITS

2.12.1.1.1 Central Corridor is positioned in the centre of Freight Rail's rail network providing connectivity to five other corridors. Geographically it is spread over three provinces (Gauteng, Free State and the North-West). The corridor is key to the north-south interface through landlocked Botswana, via the Mafikeng to Krugersdorp and Vryburg rail lines, and therefore supports regional integration. It is a feeder to the ports of Maputo, Richards Bay, Durban, Port Elizabeth and Cape Town. The TRIM is responsible for the infrastructure from Krugersdorp via Mafikeng to Ramatlabama, access to the line beyond Ramatlabama must be arranged by other train operating companies.

2.12.1.1.2 This section of the Network Statement covers those portions of the Network that comprise the Central corridor as indicated in Figures 18 and 19.

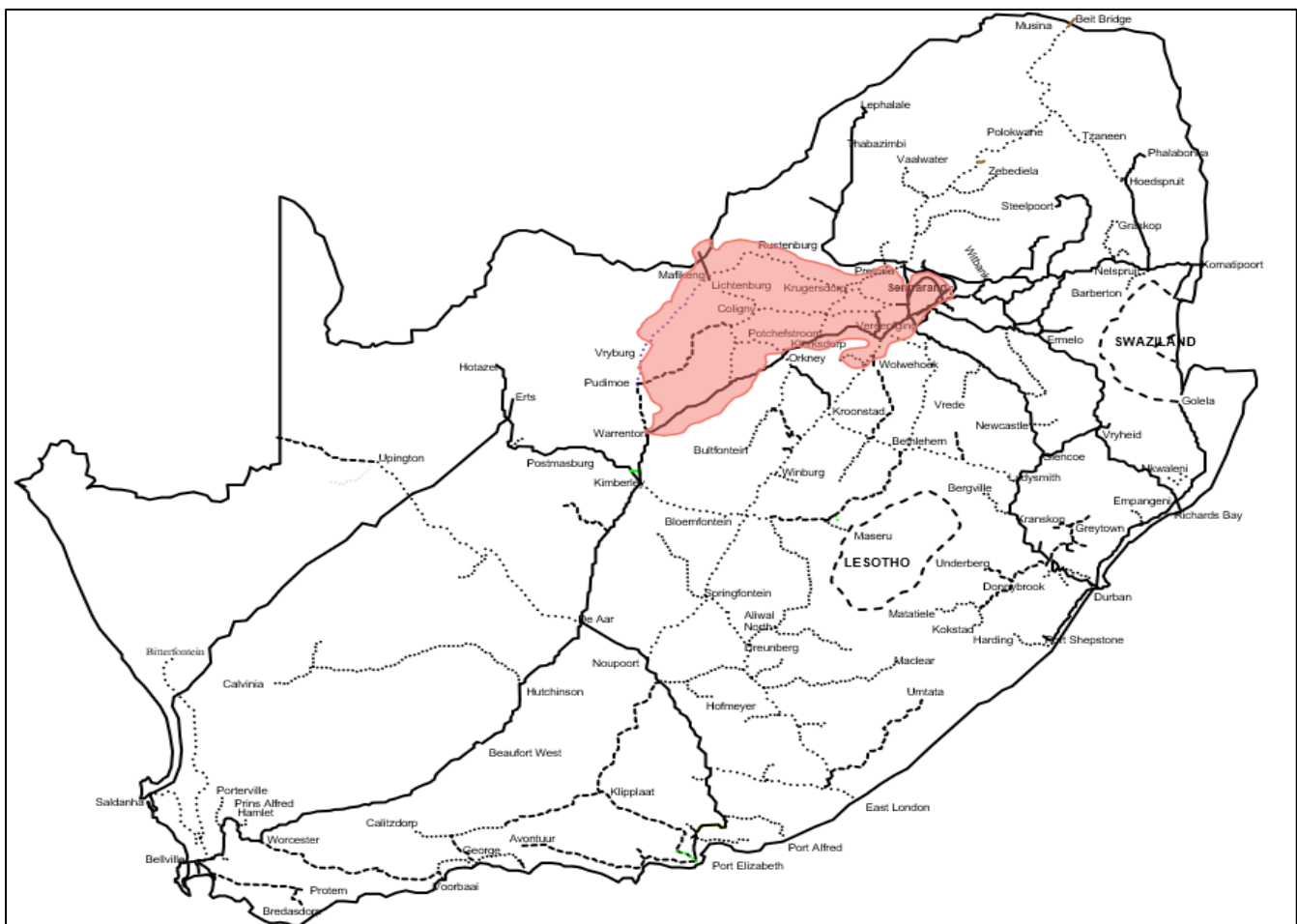
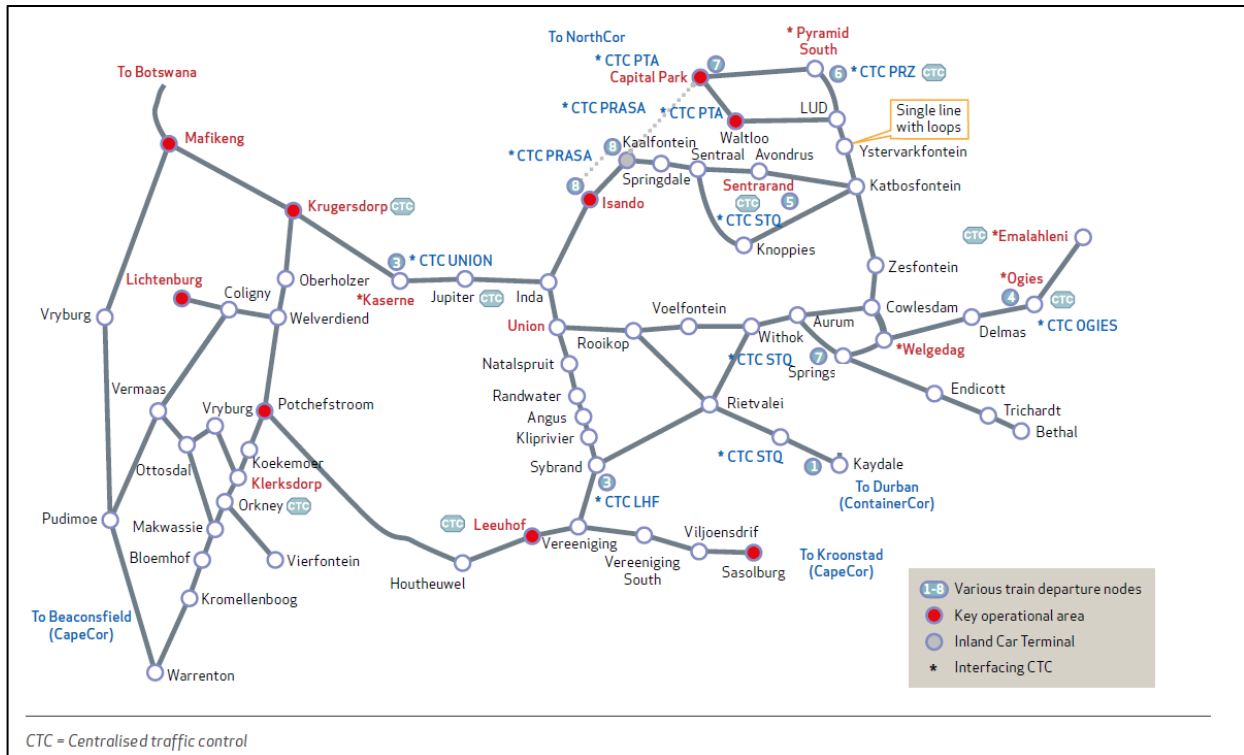


Figure 18: Central Corridor demarcation map  
(Source: Transnet)

Figure 19: Central Corridor key lines



(Source: Transnet)

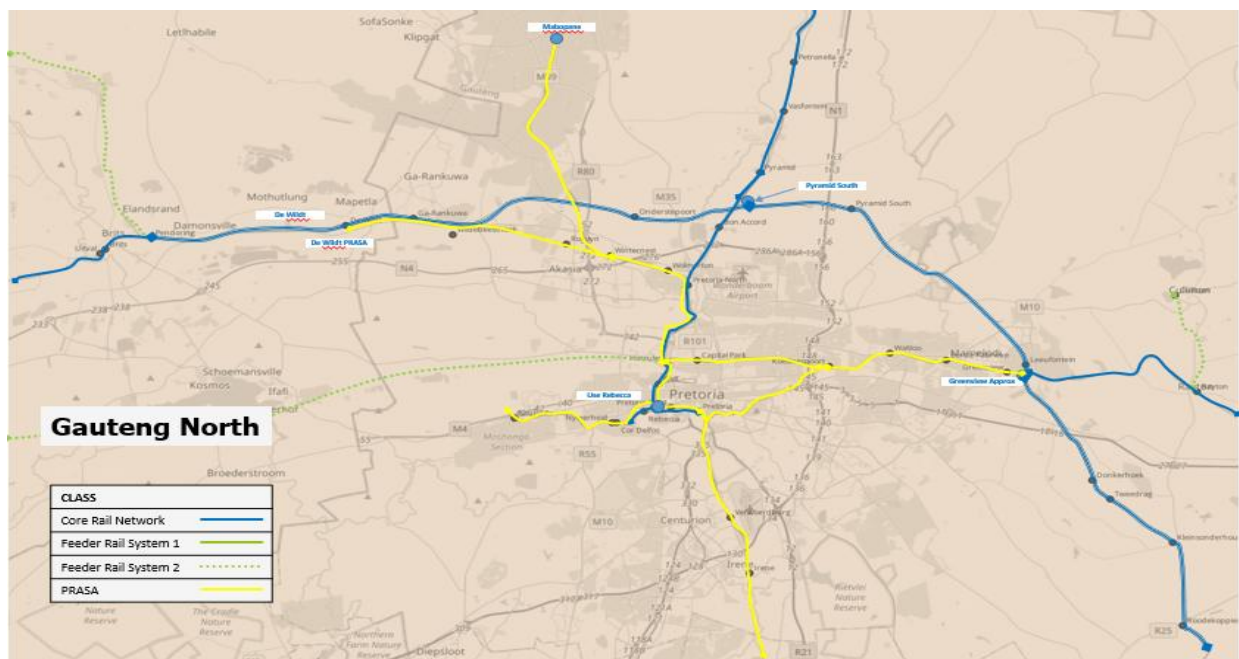


Figure 20: PRASA Northern Gauteng Region

(Source: Transnet)

The Central Corridor supports a key network interface with the Passenger Rail Agency of South Africa (PRASA) along key Transnet Rail Infrastructure Network and PRASA rail lines in Vereeniging, Pretoria and Krugersdorp as depicted in Figures 20 & 21. Further details on the Transnet and Prasa Network can be found in **Annexure 12 (Depot Boundaries detail diagrams)**.

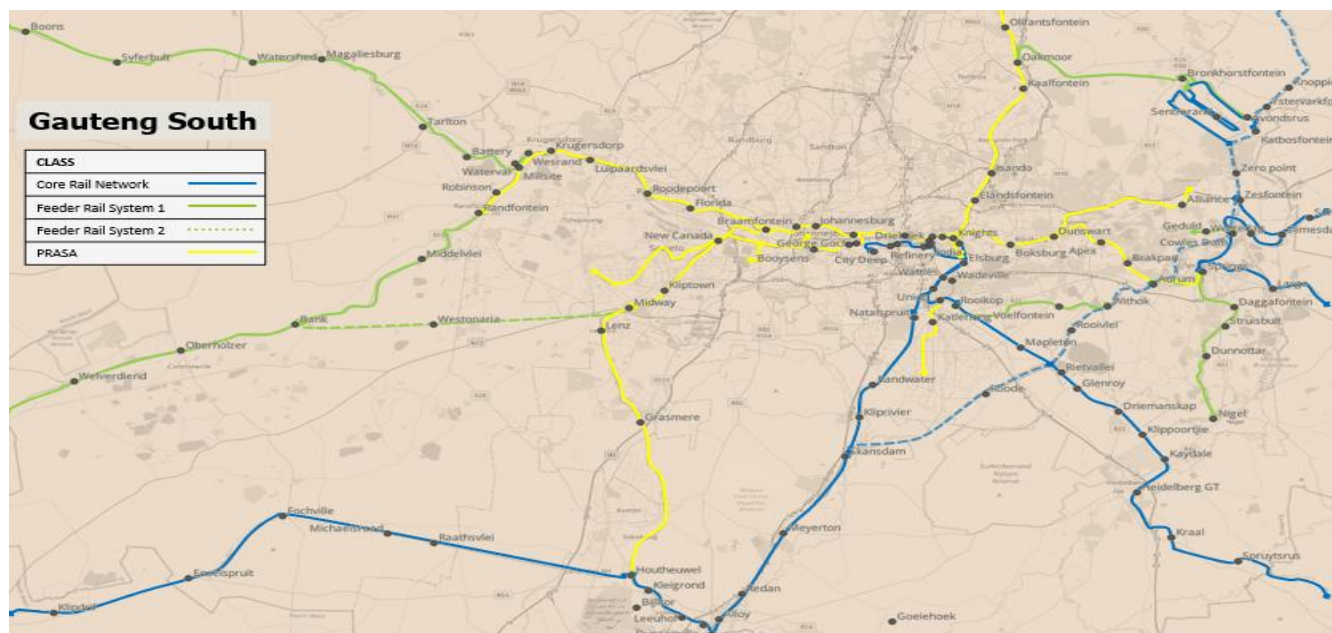


Figure 21: PRASA Southern Gauteng Region  
(Source: Transnet)

#### 2.12.1.2 LINE TYPES

- 2.12.1.2.1 The sections that are covered in this Corridor consist of single and double-line tracks.
- 2.12.1.2.1.1 On the Leeufontein – Zesfontein- Withok – Rietvallei, the sections have both single and double lines.
  - 2.12.1.2.1.2 On the Zesfontein – Slimesdam- Welgedag – Ogies, the section has double line.
  - 2.12.1.2.1.3 On the Sentrarrand – Olifantsfontein, the section has a single line.
  - 2.12.1.2.1.4 On the India- Angus – Vereeniging the sections have both single and double lines.
  - 2.12.1.2.1.5 On the Vereeniging – Potchefstroom, the section has double line.
  - 2.12.1.2.1.6 On the Krugersdorp- Welverdiend- Potchefstroom – Makwassie- Warrenton, the sections have both single and double lines.
  - 2.12.1.2.1.7 On the Krugersdorp- Swartruggens – Mafikeng the section has single line.
  - 2.12.1.2.1.8 On the Mafikeng – Vryburg – Pudimoe - Warrenton the sections have both single and double lines.

2.12.1.2.1.9 On the Vereeniging - Wolwehoek, the section has double line.

2.12.1.2.2 The sections are classified as N1/N2/N3 lines. Refer to annexure 6 (Simplified Classification File) for further details on the different line classification types.

#### 2.12.1.3 TRACK GAUGE

The sections covered in this Corridor operate to one nominal standard track gauge of 1 065mm.

#### 2.12.1.4 MOVING GAUGE STRUCTURE

All traffic on the routes (and associated Locomotives/rail wagons/coaches) must comply with the clearances depicted in **annexures 2 (Track Structure Clearances)** and **3 (Track Structure Vehicle Gauges)**.

#### 2.12.1.5 CROSSING LOOPS

2.12.1.5.1 The number of loops on the different sections are indicated in Annexure 4 (Crossing Loops)

2.12.1.5.2 The crossing loops form a critical input element in determining Train Path capacity, and operating methodologies. The Central Corridor's mainline crossing loops accommodate Trains that are limited to a maximum of 105 Rail Wagons, approximately 1200m length train.

#### 2.12.1.6 LOAD LIMITS

The sections covered in this Corridor have a maximum permissible weight of 20 Tonnes per axle.

#### 2.12.1.7 CROSSING LOOPS

The sections that are covered in this Corridor have different line gradients that will have a direct effect on the power to weight ratio necessary to operate a Train effectively and efficiently. Details on the line gradients are provided in **Annexure 5 (Line Gradients per Section)**.

#### 2.12.1.8 LINE SPEEDS

The sections are governed by different speed limits, typically a maximum of 70 km/h for light air brake trains, a maximum of 90 km/h for passenger trains and a maximum of 60 km/h for vacuum brake trains.

#### 2.12.1.9 SECTION LENGTHS

The sections have different lengths which are determined by the sections between signals, length of loops and sidings. Details on the section lengths can be seen in **Annexure 6 (Simplified Classification File)**

#### 2.12.1.10 OVERHEAD TRACTION CURRENT

The sections covered in this Corridor use 3 kV DC power supply, with some sections not electrified. The sections use a combination of diesel and 3 kV DC, due to OHTE theft and diesel Locomotives currently in operation in some area (Hawerklip line, Voelfontein line and Lichtenburg line). Below table is an indication in terms of sections and the types of locomotives that can traverse.

| Section                                            | Voltage/Diesel |
|----------------------------------------------------|----------------|
| Leeufontein/Sentrarand/Olifantsfontein -Rietvallei | 3kV DC         |
| Zesfontein/Slimesdam                               | 3kV DC         |
| India/Angus - Vereeniging - Wolwehoek              | 3kV DC         |
| Vereeniging/Potchefstroom - Warrenton              | 3kV DC         |
| Wolverdiend – Lichtenburg                          | Diesel         |
| Krugersdorp – Mafikeng                             | Diesel         |
| Mafikeng/ Pudimoe – Warrenton                      | Diesel         |

Table 10: Central Corridor Overhead Traction voltage

#### 2.12.1.11 SIGNALLING SYSTEM

- 2.12.1.11.1 This is the Gauteng Hub which consists of 113 controlled stations which use CS90 as the Remote-Control system, has a mixture of Interlocking systems. The Track vacancy detection technologies installed is a mixture of track circuits and axle counters.
- 2.12.1.11.2 For Train authorisation methods, these stations use colour lights signalling systems and a mixture points machine. Germiston Goods still uses mechanical interlocking to control the yard and Jupiter Station operates using the power frame with a panel of switches as a pushbutton and a diagram with illuminated indication.
- 2.12.1.11.3 The branch lines in the corridor including the lines going to the Botswana boarder use VDU Track Warrant System.
- 2.12.1.11.4 VDU track warrant
  - 2.12.1.11.4.1 The VDU track warrant is a CS90 VDU that is configured to operate as a track warrant Train control system.
  - 2.12.1.11.4.2 It is designed to manage sections between stations, complex station layouts, multiple lines and different levels of points-control (from no points control to remote points-control).
  - 2.12.1.11.4.3 It is based on the fact that the Radio Train Order (RTO) is still the primary authorisation system with the VDU track warrant as the supported authorisation system.
  - 2.12.1.11.4.4 It comprises the RTO which includes safe operating procedures, paper template forms and Train diagram sheets, as well as the UHF open channel Train radio system for communication between the relevant TCO and the relevant Train driver(s) and CS90 VDU workstation.
- 2.12.1.11.5 Control System 90 (the CS90)
  - 2.12.1.11.5.1 The CS90 includes a desk diagram, VDU and remote control.

- 2.12.1.11.5.2 The POC3 (OBC for colour light) development system was expanded to include the track warrant systems, original to interface and later to replace the track warrant and OBC viewer (ATW).
- 2.12.1.11.5.3 The CS90 VDU is not only applicable to the colour light signalling and track warrant but also includes automated yard control including hump and automated yard points control.
- 2.12.1.11.5.4 IOOS links the Train control and Train worlds together to improve safety and efficiency.

Table 11 contains a summary of the centralised traffic control centres on the Central Corridor.

| CTC location | Control area                             | Control method                                  |
|--------------|------------------------------------------|-------------------------------------------------|
| Sentrarand   | LUD – Katbosfontein                      | CS90 Colour Lights                              |
|              | Ring Road                                | CS90 Colour Lights                              |
|              | Katbosfontein – Slimesdam                | CS90 Colour Lights                              |
|              | Katbosfontein – Cowles dam               | CS90 Colour Lights                              |
|              | Sentrarand/Welgedag/Springs – Sybrand    | CS90 Colour Lights                              |
|              | Sentrarand/Welgedag/Springs – Rietvalley | CS90 Colour Lights                              |
|              | Sentrarand/Welgedag/Springs– Union       | CS90 Colour Lights                              |
|              | Welgedag – Springs                       | CS90 Colour Lights                              |
|              | <b>Daggafontein</b>                      | <b>Single Man Cabin (local Station Control)</b> |
|              | Dunnottar                                | Single Man Cabin (local Station Control)        |
|              | Nigel                                    | Single Man Cabin (local Station Control)        |
| Union        | Rietvalley – Rooikop                     | CS90 Colour Lights                              |
|              | Withok – Rooikop                         | CS90 Colour Lights                              |
|              | Rooikop- Natalspruit                     | CS90 Colour Lights                              |
|              | Natalspruit- India/Germiston Goods       | CS90 Colour Lights                              |
|              | India                                    | Single Man Cabin (local Station Control)        |
|              | Jupiter                                  | Single Man Cabin (local Station Control)        |
|              | Germiston Goods                          | Single Man Cabin (local Station Control)        |
| Leeuhof      | Angus – Redan                            | CS90 Colour Lights                              |
|              | Vereeniging – Leeuhof                    | CS90 Colour Lights                              |
|              | Iscor – Potchefstroom                    |                                                 |
|              | Viljoensdrift – Dover                    |                                                 |
| Waterval     | Waterval                                 | CS90 VDU Track Warrant                          |
|              | Veertien Strome- Mafikeng                | CS90 VDU Track Warrant                          |

| CTC location | Control area                        | Control method         |
|--------------|-------------------------------------|------------------------|
|              | Pudimoe-Vermaas/ Ottosdal -Coligny/ | CS90 VDU Track Warrant |
|              | Lichtenburg- Coligny/ Makwassie-    | CS90 VDU Track Warrant |
|              | Klerksdorp                          | CS90 VDU Track Warrant |
|              | Bank- Welverdiend Junction          | CS90 VDU Track Warrant |
|              | Krugersdorp- Battery                | CS90 VDU Track Warrant |

Table 11: Central Corridor Centralised Traffic Control Centres

#### 2.12.1.12 COMMUNICATION SYSTEM

- 2.12.1.12.1 The TRIM's telecommunication system is divided into radio and transmission.
- 2.12.1.12.2 The telecommunication system has a network that runs on underground copper cables, microwave radio links, UHF radio systems, optical fibre cables, a transmission network, and offers network management systems for the below mission critical services, including:
- 2.12.1.12.2.1 Remote control signalling, block circuits, axle counters, hot bearing detectors, and trackside measurement systems;
  - 2.12.1.12.2.2 Fail safe data transmission for Train authorization (also including CS90, DED, WILMA, and UBRD);
  - 2.12.1.12.2.3 Train radio systems, trunked radio, radio Train order for radio communication activities such as Train authorisations, shunting activities, and maintenance activities;
  - 2.12.1.12.2.4 Tele-control of electrical substations;
  - 2.12.1.12.2.5 Transmission network carrying voice and data services; and
  - 2.12.1.12.2.6 Network management for network monitoring and supervision.
- 2.12.1.12.3 The Corridor has sections that are covered for communications between Train driver and TCO that are using the RTO, which is an open channel network where each section has a 3-frequency plan which requires voice exchange protocol to authorise Trains. Also Trunked radio network which is in metropolitan areas (Johannesburg), and it is also an alternative/backup to signalling for Train authorisations. Trunked radios are like cellular technology, allows group calls and is much more spectrum efficient.

- 2.12.1.12.4 **Annexure 7 (Radio Communication Systems Map)** shows Trunking Hi-Sites and Radio Train Order (RTO) Hi-Sites used by the TRIM for communications. There is a list of portable radios attached.

## 2.12.2 PARTICULAR OPERATING ASPECTS

### 2.12.2.1 ENVIRONMENTAL RESTRICTIONS

The operation of Trains on the sections that are covered in this Corridor is subject to the requirements of the applicable laws, particularly environmental laws.

### 2.12.2.2 TUNNEL RESTRICTIONS

The conditions applicable to Trains passing through certain tunnels are given in the operating documents for the lines concerned or indicated by means of wayside signalling, and **Annexure 8 (Tunnel Restrictions)** shows the exact location of the tunnel and its length.

### 2.12.2.3 BRIDGE RESTRICTIONS

The network is limited by the initial designs of major civil assets, and as such each route section follows specifications that have reviewed and assessed their limitations. Table 3 describes the bridge classes and their corresponding axle loadings as per BFF 9327 V3. **Annexure 9 (Bridge Class and Maximum Allowable Axle Mass)** shows the maximum axle loading per Rail Wagon, as well as the corresponding bridge class per section (see Table 3).

## 2.12.3 CONDITION ASSESSMENT SYSTEMS

- 2.12.3.1 This section describes the different types of Condition Assessment Systems that the TRIM uses to monitor the condition of Rolling Stock running on the network as well as the condition of the infrastructure assets. The selection of the technologies deployed is informed by various factors ranging from operational need to industry capabilities and development effort. The benefit of condition monitoring has primarily been the provision of early warning safety information on pending critical failure of Rolling Stock or rail infrastructure.

- 2.12.3.2 The selected Corridor has the following Condition Assessment Systems:

- 2.12.3.2.1 Thirty-one (31) Hotbox Bearing Evaluator and Detector Systems that provide an alarm system when a bearing has exceeded a prescribed temperature limit before the bearing will fail and might cause a derailment. There are alarm types, namely type 3 (stop Train), type 2 (continue to station) or type 1 (continue to maintenance depot) where the Rail Wagon with the detected bearing fault will be removed from the Train consist.

- 2.12.3.2.2 One (1) Assized Weighbridges that measure the total mass of a Rail Wagon, the total mass of each bogie and the total mass of each side (left or right) automatically while a Train is moving over the system. The data from the AWIMS will thus be used for both condition monitoring and commercial purposes.
- 2.12.3.2.3 Two hundred and six (206) Vehicle Identification Systems that determine vehicle consist information at predefined trackside positions, couple the vehicle consist information to Train numbers obtained from the TMS and make the consist information available to operational systems, maintenance systems and measurement systems.
- 2.12.3.2.4 One (1) Skew Bogie Detectors that detect skew bogies by measuring the lateral forces and gauge spreading forces, exerted by the wheels on the track.
- 2.12.3.2.5 One (1) Wheel Impact Monitors - Weighing In-motion System that measures the wheel impact of each wheel on a railway vehicle and reports alarm conditions. The secondary functions of the WIM-WIM are to measure the mass of the vehicle and determine the load distribution of each Rail Wagon (skew/over loading). Furthermore, it measures the lateral forces exerted on the rail caused typically by lateral creep and wheel flange forces by rail wheels.

2.12.3.3 **Annexure 10 (CAS Systems)** shows Condition Assessment Systems (CAS) used as track side signalling equipment and **Annexure 11 (CAS System Abbreviation and description)** tables the descriptive function of each CAS system.

## 2.12.4 NETWORK CONDITION

- 2.12.4.1 Some of the corridor traction and distribution substations that are offload due to theft and vandalism. The Vereeniging to Fochville, Klerksdorp to Transcape, Welgedag via Sentrarand to Leeufontein lines has been facing severe theft of OHTE cables. Some of the signalling systems including some relay rooms and trackside equipment along the corridor: Sentrarand to Ogies, Vereeniging to Germiston, Potchefstroom to Transcape is not operational due to theft and vandalism.
- 2.12.4.2 The deterioration of track condition in some areas along the corridor has led to implementation of speed restrictions. The corridor's Train Path capacity has been reduced by implemented speed restrictions and a manual authorisation system that is used for Train traffic control while the repair work continues.
- 2.12.4.3 The TRIM re-assesses network condition periodically. The latest updated network condition assessment documents will be updated quarterly, monthly and weekly and will be published on the TRIM website. The latest network condition information per network section can also be made available to Access Seekers on request, or when major service disruptions occur. Published network condition details will include which part of which network sections will be subject to which speed restrictions, where in each section manual authorisations will be in place, and any temporarily unavailable network sections.

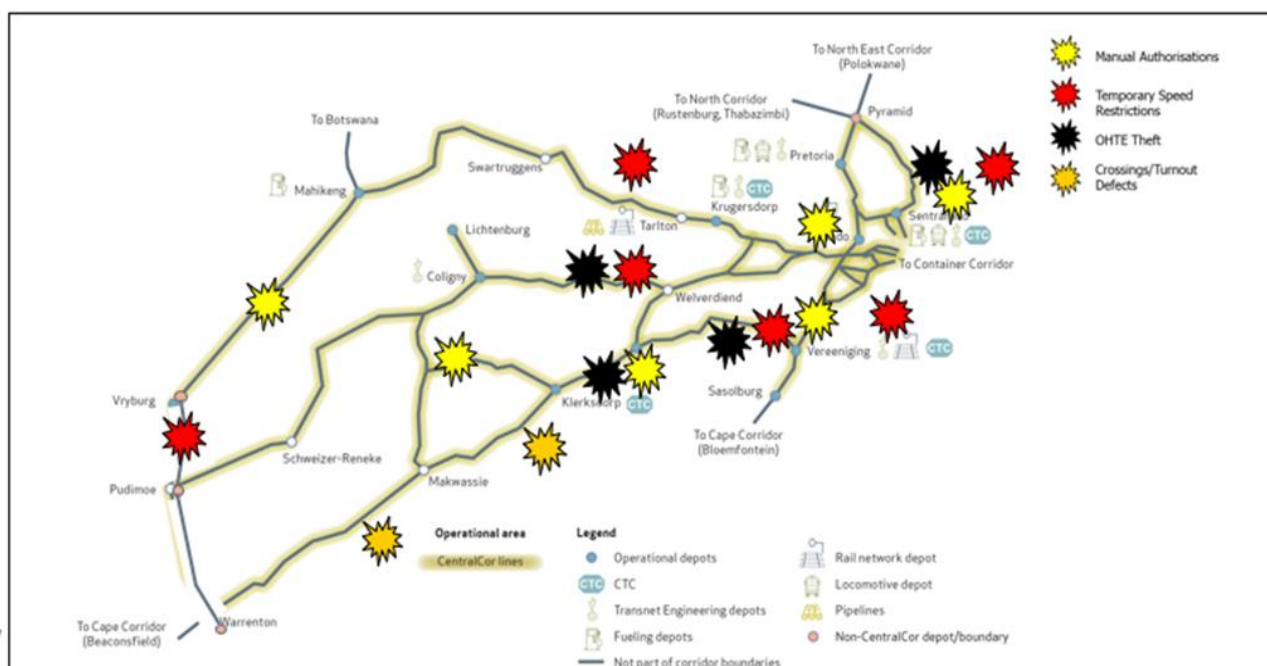


Figure 22: Network Condition Central Corridor  
(Source: Transnet)

## 2.12.5 CURRENT STATE OF SECURITY

- 2.12.5.1** Train Path capacity in the Central Corridor is reduced due to OHTE and signal cabling theft across the network; in Quarter 1 of this financial year 2026/27 the number of security incidents amounted to 402 and were averaging (5) nine per Day.
- 2.12.5.2** Incidents in the Central Corridor include OHTE and Signal cable theft, robberies, vandalism and theft of Perway components such as fastenings and wooden sleepers. Community unrests and community encroachments are also common in the corridor.
- 2.12.5.3** Security service providers will enforce a mix of physical guarding, armed response teams, and interventions to address organised crime groupings behind the illicit copper market.

## 2.12.6 SUSTAINING MAINTENANCE PROJECTS

### 2.12.6.1 MAINTENANCE PLANS

- 2.12.6.1.1** The depots have daily maintenance activities, which include occupations (Planned and unplanned) that the City Deep to Durban route (Union to Bayhead) takes every first Monday of the month for 12 (twelve) hours, which affects the movement of Trains and other maintenance occupations.

2.12.6.1.2 The plan was informed by the zero-base condition assessments. The plans are conditioned based and will be updated annually.

2.12.6.1.3 Note that achievement of plan relies on do-ability, procurement processes, funding and availability of Train Paths on the timetable to take occupation of the line to complete the work packages.

#### 2.12.6.2 SHUTDOWN SCOPE AND SCHEDULES

2.12.6.2.1 This Corridor covers Five (5) maintenance depots that are scheduled in the same period, grouped as the Container corridor shutdown. The maintenance shutdown will be executed by Isando, Ladysmith, Durban, Heidelberg, and Vereeniging. The sections covered in these depots are:

- 2.12.6.2.1.1 Cowlesdam - Withok;
- 2.12.6.2.1.2 Glencoe - Rushbrook,
- 2.12.6.2.1.3 Kroonstad - Harrismith - Danskraal;
- 2.12.6.2.1.4 Vryheid station – Ladysmith;
- 2.12.6.2.1.5 Pietermaritzburg - Bayhead Yard;
- 2.12.6.2.1.6 Rooikop - Glencoe and
- 2.12.6.2.1.7 City deep / Kaserne - Rooikop.

## 2.13 CONTAINER CORRIDOR

### 2.13.1 NETWORK DESCRIPTION

The Container Corridor is the backbone of South Africa's general freight rail transportation network, and its efficient and effective functioning is vital in facilitating economic growth for the country. The corridor is the rail artery to the port of Durban, playing a key role in linking the port of Durban to the hinterland in addition to linking inland freight terminals servicing the broader Gauteng area and neighbouring countries. This section of the Network Statement covers those portions of the Network that comprise the Container Corridor as indicated in Figures 23 and 24.

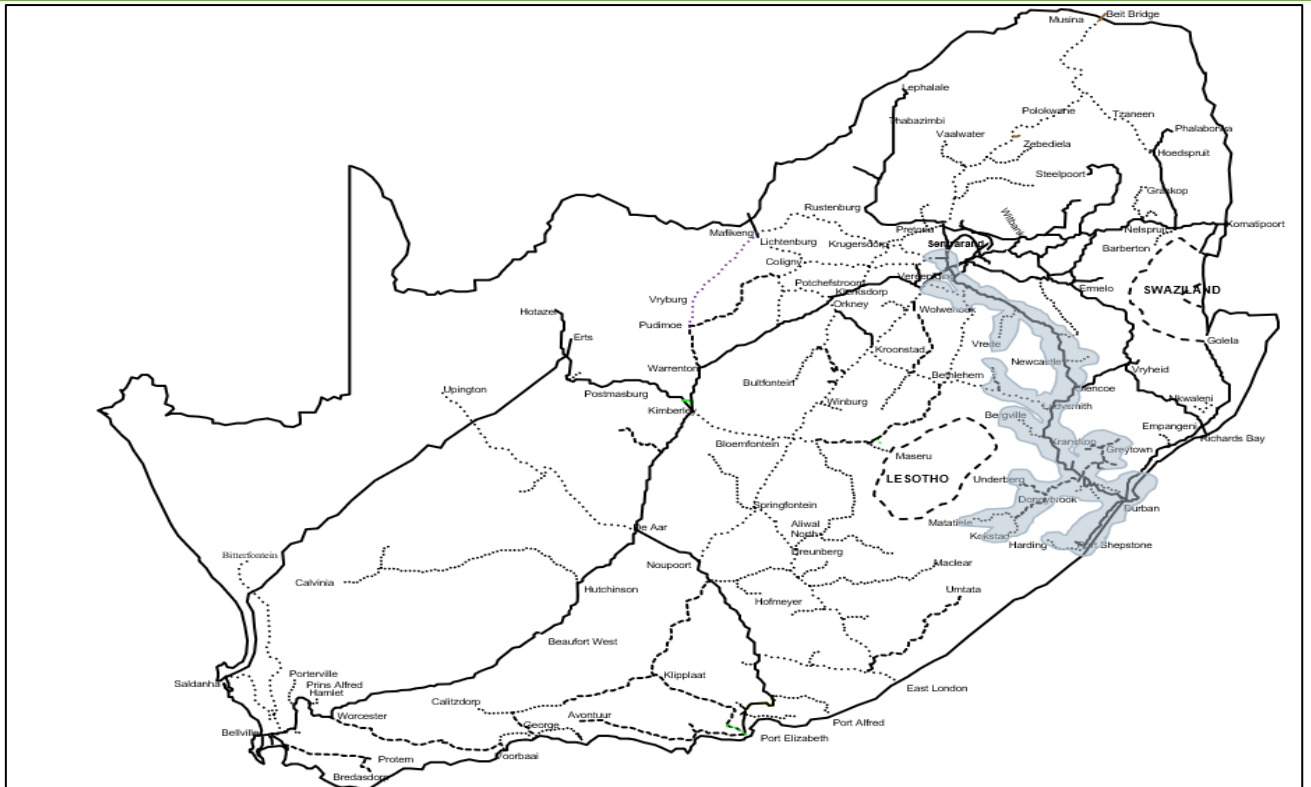


Figure 23: Container Corridor Demarcation Map  
(Source: Transnet)

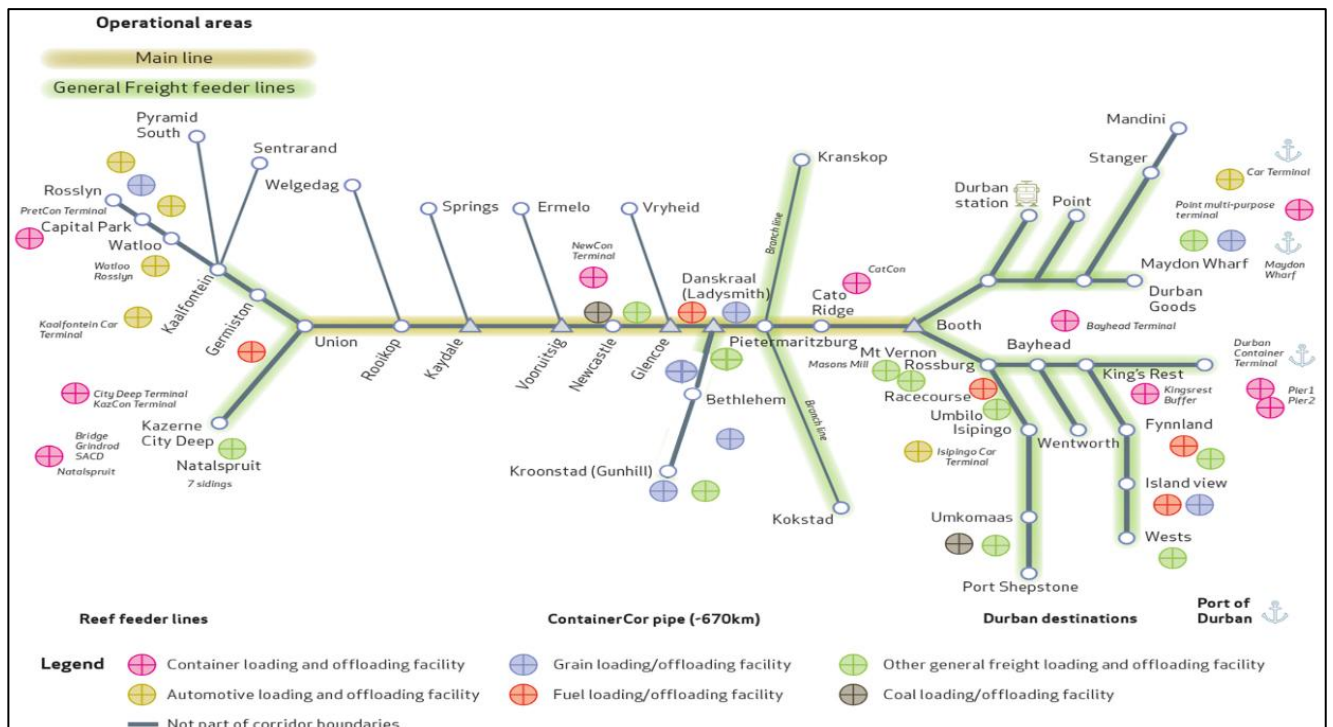


Figure 24: Container Corridor key lines  
(Source: Transnet)

### 2.13.1.1 LIMITS

Parts of the Rail Infrastructure network have interfaces with PRASA. Figures 25 and 26 indicate the interface areas with PRASA on the selected routes. Further details on the TRIM and PRASA Network can be found in **Annexure 12 (Depot Boundaries detail diagrams)**.

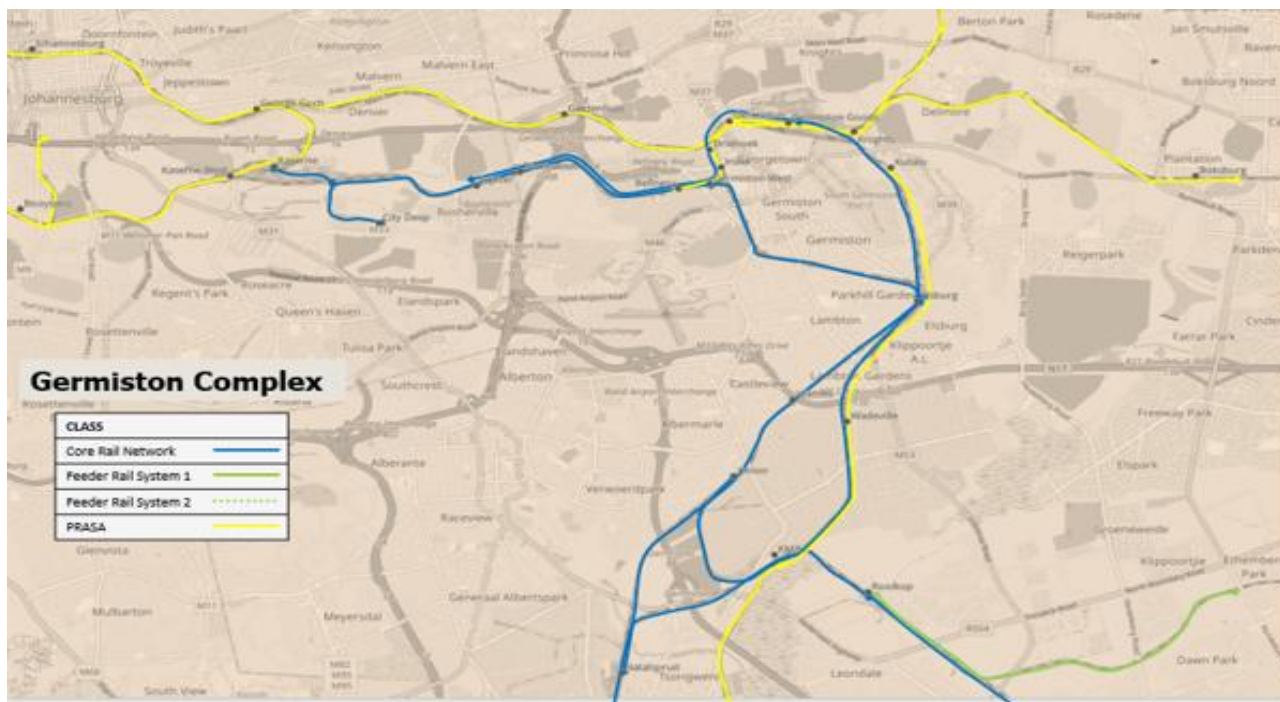


Figure 25: Germiston area with Prasa interface (Source: Transnet)

Figure 26: eThekweni area with Prasa interface (Source: Transnet)



#### *2.13.1.2* LINE TYPES

- 2.13.1.2.1 The sections that are covered in this Corridor consist of single and double-line tracks.
- 2.13.1.2.2 On the City Deep to Durban route, the section Rooikop to Rietvallei is a single line and the rest of the sections on the route are double lines. These sections are classified as N1/N2/N3 lines. Union to Bayhead sections are classified as N1 lines. Danskraal to Bethlehem are classified as N2 lines.
- 2.13.1.2.3 **See Annexure 6 (Simplified Classification File)** for further details on the different line classification types.

#### *2.13.1.3* TRACK GAUGE

The sections covered by this Corridor operate to one nominal standard track gauge of 1 065mm.

#### *2.13.1.4* MOVING GAUGE STRUCTURE

All traffic on the routes (and associated Locomotives/Rail Wagon) must comply with the clearances depicted in **Annexures 2 (Track Structure Clearances)** and **3 (Track Structure Vehicle Gauges)**.

#### *2.13.1.5* CROSSING LOOPS

- 2.13.1.5.1 The number of loops on the different sections are indicated in Annexure 4 (Crossing Loops).
- 2.13.1.5.2 The crossing loops form a critical input element in determining Train Path capacity, and operating methodologies. The Container Corridor's mainline crossing loops accommodate Trains that are limited to a maximum of 1050 Rail Wagons. approximately 1200m train length.

#### *2.13.1.6* LOAD LIMITS

The sections covered in this Corridor have a maximum permissible weight of 20 Tonnes per axle.

#### *2.13.1.7* LINE GRADIENTS

The sections that are covered in this Corridor have different line gradients that will have a direct effect on the power to weight ratio necessary to operate a Train effectively and efficiently. Details on the line gradients are provided in **Annexure 5 (Line Gradients per Section)**.

#### 2.13.1.8 LINE SPEEDS

The sections are governed by different speed limits, with passenger Trains being allowed to travel a maximum speed of 90km/h, air brake Trains 80km/h and vacuum brake Trains 60km/h.

#### 2.13.1.9 SECTION LENGTHS

The sections have different lengths which are determined by the sections between signals, length of loops and sidings. Details on the section lengths can be seen in **Annexure 6 (Simplified Classification File)**.

#### 2.13.1.10 OVERHEAD TRACTION CURRENT

The sections covered in this Corridor use different traction currents, with some sections not electrified. The City Deep to Durban route uses 3 kV DC from Union to Bayhead and the section between Danskraal and Bethlehem. The sections use a combination of diesel and 3 kV DC due to OHTE theft and diesel Locomotives currently in operations in some areas (Ladysmith). Below table is an indication in terms of sections and the types of locomotives that can traverse.

| Section                          | Voltage/Diesel |
|----------------------------------|----------------|
| City Deep/Kaserne – Rooikop      | 3kV DC         |
| Rooikop – New Castle             | 3kV DC         |
| New Castle – Glencoe             | 3kV DC         |
| Glencoe – Bayhead                | 3kV DC         |
| Glencoe – Vryheid                | Diesel         |
| Kroonstad/Harrismith – Danskraal | Diesel         |

Table 12: Central Corridor Overhead Traction voltage

#### 2.13.1.11 SIGNALLING SYSTEM

2.13.1.11.1 The sections in this Corridor are controlled by one type of Train authorisation system, the control system (the CS90). The City Deep to Durban route uses the CS90 from Union to Booth Including Danskraal to Bethlehem.

2.13.1.11.2 The Main line from City Deep which is in Johannesburg Hub, bound for the Durban Hub KwaZulu Natal, consists of 119 controlled stations which uses CS90 as the Remote-control system, Spoorplan as the Interlocking system. The Track vacancy detection technologies installed is a mixture of track circuits and Axle counters. For Train authorization methods the section uses colour light signalling and a mixture of points machines.

- 2.13.1.11.3 The branch lines in the section use VDU Track Warrant System as a Train authorization system which is a CS90 VDU that is configured to operate as a track warrant Train control system. It comprises the RTO which includes safe operating procedures, paper template forms and Train diagram sheets, as well as the UHF open channel Train radio system for communication between the relevant TCO and the relevant Train drivers and CS90 VDU workstation.
- 2.13.1.11.4 VDU track warrant
  - 2.13.1.11.4.1 The VDU track warrant is a CS90 VDU that is configured to operate as a track warrant Train control system.
  - 2.13.1.11.4.2 It is designed to manage sections between stations, complex station layouts, multiple lines and different levels of points-control (from no points control to remote points-control).
  - 2.13.1.11.4.3 It is based on the fact that the Radio Train Order (RTO) is still the primary authorisation system with the VDU track warrant as the supported authorisation system.
  - 2.13.1.11.4.4 It comprises the RTO which includes safe operating procedures, paper template forms and Train diagram sheets, as well as the UHF open channel Train radio system for communication between the relevant TCO and the relevant Train driver(s) and CS90 VDU workstation.
- 2.13.1.11.5 Control System 90 (the CS90)
  - 2.13.1.11.5.1 The CS90 includes a desk diagram, VDU and remote control.
  - 2.13.1.11.5.2 The POC3 (OBC for colour light) development system was expanded to include the track warrant systems, original to interface and later to replace the track warrant and OBC viewer (ATW).
- 2.13.1.11.6 The CS90 VDU is not only applicable to the colour light signalling and track warrant but also includes automated yard control including hump and automated yard points control.
  - 2.13.1.11.6.1 IOOS links the Train control and Train worlds together to improve safety and efficiency.

Refer to the summary of the centralised traffic control centres on the Central Corridor in Table 13.

| CTC location | Control area                                        | Control method         |
|--------------|-----------------------------------------------------|------------------------|
| Durban       | Mount Vernon- Delville Wood                         | CS90 Colour Lights     |
|              | Nshongweni - Ashburton                              | CS90 Colour Lights     |
|              | Pentrich - Pietermaritzburg                         | CS90 Colour Lights     |
|              | Jacobs - Fynnland                                   | CS90 Colour Lights     |
|              | Bayhead Complex                                     | CS90 Colour Lights     |
|              | Bayhead Complex – Rossburgh                         | CS90 Colour Lights     |
|              | Tongaat - Phoenix                                   | CS90 Colour Lights     |
|              | Fraser- Stanger                                     | CS90 Colour Lights     |
|              | Pietermaritzburg-Glenside/ Schroeders - Bruyns Hill | CS90 VDU Track Warrant |
|              | Ravensthorpe - Kranskop/Chailey-Mount Alida         | CS90 VDU Track Warrant |
|              | Napier-Underberg                                    | CS90 VDU Track Warrant |
|              | Donnybrook junction -Kokstad/Franklin - Matatiele   | CS90 VDU Track Warrant |
|              | Pentrich - Richmond/Cato Ridge-Kloof                | CS90 VDU Track Warrant |
|              | Kelso- Port Shepstone/Umtentweni- Simuma            | CS90 VDU Track Warrant |
| Danskraal    | Boughton - Pepworth                                 | CS90 Colour Lights     |
|              | Danskraal – Harrismith/ Danskraal – Vryheid         | CS90 VDU Track Warrant |
| New Castle   | Elandsplaagte - Vooruitsig                          | CS90 Colour Lights     |
| Standerton   | Sandspruit - Rietvallei                             | CS90 Colour Lights     |
| Union        | Rietvalley – Rooikop                                | CS90 Colour Lights     |

Table 13: Container Corridor Centralised Traffic Control Centres

### 2.13.2 COMMUNICATION SYSTEM

- 2.13.2.1 The TRIM's telecommunication system is divided into radio and transmission.
- 2.13.2.2 The telecommunication system has a network that runs on underground copper cables, microwave radio links, UHF radio systems, optical fibre cables, a transmission network, and offers network management systems for the below mission critical services, including:
  - 2.13.2.3 Remote control signalling, block circuits, axle counters, hot bearing detectors, and trackside measurement systems;
  - 2.13.2.4 Fail safe data transmission for Train authorization (also including CS90, DED, WILMA, and UBRD);
  - 2.13.2.5 Train radio systems, trunked radio, radio Train order for radio communication activities such as Train authorisations, shunting activities, and maintenance activities;
  - 2.13.2.6 Tele-control of electrical substations;
  - 2.13.2.7 Transmission network carrying voice and data services; and
  - 2.13.2.8 Network management for network monitoring and supervision.
- 2.13.2.9 The Corridor has sections that are covered for communications between Train driver and TCO that are using the RTO, which is an open channel network where each

section has a 3-frequency plan which requires voice exchange protocol to authorise Trains. Also Trunked radio network which is in metropolitan areas (Durban, Pietermaritzburg, Ladysmith, New Castle and Heidelberg), and it is also an alternative/backup to signalling for Train authorisation. Trunked radio is similar to cellular technology allowing group calls and is much spectrum efficient.

2.13.2.10 The corridor will undergo a change from the Trunked radio Network to the LTE network beginning in the 2029/30 FY. The tunnel communication will be deployed in the tunnels in the corridor to ensure communications within the Tunnels. The Dual illumination will commence and continue for a period of 24 months.

2.13.2.11 **Annexure 7 (Radio Communication Systems Map)** shows Trunking Hi-Sites and Radio Train Order (RTO) Hi-Sites used by the TRIM for communications. There is a list of portable radios attached.

## 2.13.3 PARTICULAR OPERATING ASPECTS

### 2.13.3.1 ENVIRONMENTAL RESTRICTIONS

The operation of Trains on the sections that are covered by this Corridor is subject to the requirements of the applicable laws, particularly environmental laws.

### 2.13.3.2 TUNNEL RESTRICTIONS

The conditions applicable to Trains passing through certain tunnels are given in the operating documents for the lines concerned or indicated by means of wayside signalling, and **Annexure 8 (Tunnel Restrictions)**, shows the exact location of the tunnel and its length.

### 2.13.3.3 BRIDGE RESTRICTIONS

The network is limited by the initial designs of major civil assets, and as such each route section follows specifications that have reviewed and assessed their limitations. Table 3 describes the bridge classes and their corresponding axle loadings as per BFF 9327 V3. **Annexure 9 (Bridge Class and Maximum Allowable Axle Mass)** shows the maximum axle loading per Rail Wagon, as well as the corresponding bridge class per section (see Table 3).

## 2.13.4 CONDITION ASSESSMENT SYSTEMS

2.13.4.1 This section describes the different types of Condition Assessment Systems that the TRIM uses to monitor the condition of Rolling Stock running on the network as well as the condition of the infrastructure assets. The selection of the technologies deployed is informed by various factors ranging from operational need to industry capabilities and development effort. The benefit of condition monitoring has primarily been the provision of early warning safety information on pending critical failure of Rolling Stock or rail infrastructure.

2.13.4.2 The selected Corridor has the following Condition Assessment Systems:

- 2.13.4.2.1 Thirty-eight (38) Hotbox Bearing Evaluator and Detector Systems that provide an alarm system when a bearing has exceeded a prescribed temperature limit before the bearing will fail and might cause a derailment. There are alarm types, namely type 3 (stop Train), type 2 (continue to station) or type 1 (continue to maintenance depot) where the Rail Wagon with the detected bearing fault will be removed from the Train consist.
- 2.13.4.2.2 Three (3) Assized Weighbridges that measure the total mass of a Rail Wagon, the total mass of each bogie and the total mass of each side (left or right) automatically while a Train is moving over the system. The data from the AWIMS will thus be used for both condition monitoring and commercial purposes.
- 2.13.4.2.3 One hundred and seventy-two (172) Vehicle Identification Systems that determine vehicle consist information at predefined trackside positions, couple the vehicle consist information to Train numbers obtained from the TMS and make the consist information available to operational systems, maintenance systems and measurement systems.
- 2.13.4.2.4 Two (2) Skew Bogie Detectors that detect skew bogies by measuring the lateral forces and gauge spreading forces, exerted by the wheels on the track.
- 2.13.4.2.5 Two (2) Wheel Impact Monitors- Weighing In-motion System that measures the wheel impact of each wheel on a railway vehicle and reports alarm conditions. The secondary functions of the WIM-WIM are to measure the mass of the vehicle and determine the load distribution of each Rail Wagon (skew/over loading). Furthermore, it measures the lateral forces exerted on the rail caused typically by lateral creep and wheel flange forces by rail wheels.
- 2.13.4.2.6 One (1) Acoustic Bearing monitor which provide early warning/predictive failures of the bearing and thereby also reduce the number of hot bearing detectors required per line.

2.13.4.3 **Annexure 10 (CAS Systems)** shows Condition Assessment Systems (CAS) used as track side signalling equipment and **Annexure 11 (CAS System Abbreviation and description)** tables the descriptive function of each CAS system.

## 2.13.5 NETWORK CONDITION

- 2.13.5.1 The corridor has an TQI 50th percentile around 9,95. Poorer track quality has been measured along N2 section of Kaserne – Rooikop (11) and the mountainous topographic area of Rushbrook – Booth (11.3) plagued with curves as sharp as 250m radius.
- 2.13.5.2 The corridor has a traction and distribution availability of 75% and 73% respectively. A portion of the substations (52%) are offline due to theft and vandalism. The Ladysmith depot has been facing severe theft of OHTE cables which have resulted in

a single line of around 130km requiring reinstatement from the start of the financial year, which have now been reinstated.

- 2.13.5.3 A portion of the relay rooms along the corridor (18%) are not operational due to theft and vandalism with 3% of relays rooms not operational due to damages incurred during the floods.
- 2.13.5.4 The TRIM re-assesses network condition periodically. The latest updated network condition assessment documents will be updated quarterly, monthly and weekly and will be published on the TRIM website. The latest network condition information per network section can also be made available to Access Seekers on request, or when major service disruptions occur. Published network condition details will include which part of which network sections will be subject to which speed restrictions, where in each section manual authorisations will be in place, and any temporarily unavailable network sections.
- 2.13.5.5 The Corridor's Train Path capacity has been reduced by implemented speed restrictions and a manual authorisation system that is used for Train traffic control while the repair work continues.

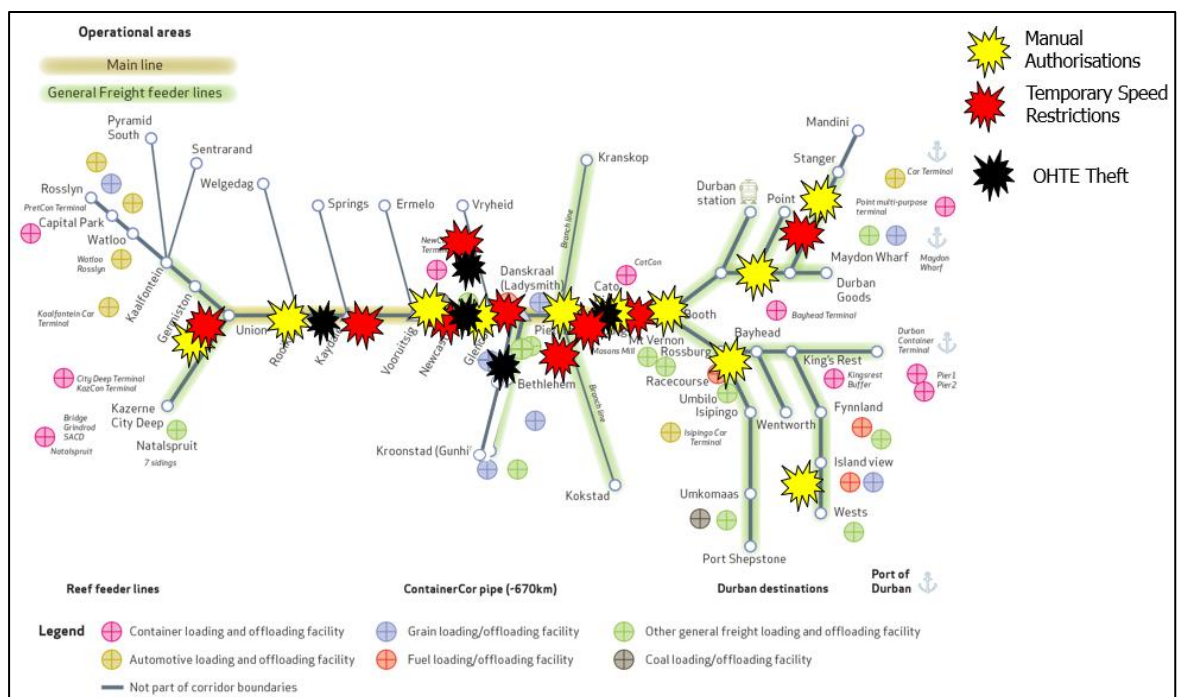


Figure 27: Network Condition Container Corridor  
(Source: Transnet)

## 2.13.6 CURRENT STATE OF SECURITY

- 2.13.6.1 Train Path capacity in the Container Corridor is reduced due to OHTE and signal cabling theft across the network; in Quarter 1 of this financial year 2026/27, the number of security incidents amounted to 267 and were averaging (3) three per Day.

- 2.13.6.2 Incidents in the Central Corridor include:
- 2.13.6.2.1 OHTE and Signal cable theft, robberies, vandalism and theft of Perway components such as fastenings and wooden sleepers.
  - 2.13.6.2.2 Community encroachment at Rooikop, KwaTandaza – Georgedale, Cliffdale station to Bux farm level-crossing, and Manzine tunnel to Klaarwater.
  - 2.13.6.2.3 Community unrest in Standerton, Estcourt, Frere, Rosetta and Cato Ridge; and
  - 2.13.6.2.4 Work stoppages by business forum in Bayhead, Greylingstad, Balfour North, Heidelberg and the South Coast.
- 2.13.6.3 Security service providers will enforce a mix of physical guarding, armed response teams, and interventions to address organised crime groupings behind the illicit copper market.

## 2.13.7 SUSTAINING MAINTENANCE PROJECTS

### 2.13.7.1 MAINTENANCE PLANS

- 2.13.7.1.1 The depots have daily maintenance activities, which include Planned Occupations that the City Deep to Durban route (Union to Bayhead) takes every first Monday of the month for 12 (twelve) hours, which affects the movement of Trains and other maintenance occupations.
- 2.13.7.1.2 Note that achievement of plan relies on do-ability, procurement processes, funding and availability of Train Paths on the timetable to take occupation of the line to complete the work packages.

### 2.13.7.2 SHUTDOWN SCOPE AND SCHEDULES

- 2.13.7.2.1 This Corridor covers five (5) maintenance depots that have different schedules to execute their annual maintenance shutdowns. The maintenance shutdown will be executed by Isando, Ladysmith, Heidelberg, Vereeniging, and Durban depots. The sections covered in these depots are:
  - 2.13.7.2.1.1 Cowlesdam – Withok;
  - 2.13.7.2.1.2 Glencoe – Rushbrook;
  - 2.13.7.2.1.3 Kroonstad – Harrismith – Danskraal;
  - 2.13.7.2.1.4 Vryheid Station – Ladysmith;
  - 2.13.7.2.1.5 Pietermaritzburg – Bayhead Yard; and
  - 2.13.7.2.1.6 City Deep / Kaserne - Rooikop.

A close-up, low-angle photograph of a rusty metal rail track. The rail is the central focus, running diagonally from the bottom left towards the top right. It is secured by several dark, hexagonal bolts that are visible along its length. The track is set on a bed of dark, coarse gravel. The background is blurred, showing more of the track and some dry, brownish vegetation. The lighting is warm, suggesting a sunny day, with strong shadows cast by the bolts and the rail itself.

## CHAPTER 3: RAIL NETWORK ACCESS REQUIREMENTS

## **3 CHAPTER 3 ACCESS REQUIREMENTS**

### **3.1 INTRODUCTION**

- 3.1.1 Chapter 3 sets out the general access requirements, business and commercial conditions, and rail operations requirements that apply to access to the Network managed by the TRIM. These requirements apply to all services, including freight services, passenger services, cross-border services and any other Transport Services that require access to the Network.
- 3.1.2 The access regime is informed by the Economic Regulation of Transport Act, 2024.
- 3.1.3 The Rail Access Agreement regulates the agreement between an Access Seeker and an infrastructure owner or resource owner, setting out the terms and conditions for access by an Access Seeker to the infrastructure, resource or facility, excluding any agreement regarding the safe operation of such access that is required by safety legislation.
- 3.1.4 The Access Seeker must be able to meet financial and other technical requirements necessary to successfully operate the infrastructure.
- 3.1.5 All operators must demonstrate compliance with the requirements of the Railway Safety Act, 2024.
- 3.1.6 An Access Seeker, who is not a TOC, must identify and nominate a TOC to provide transportation services at the time of application.
- 3.1.7 Any amendments to the successful application will require a notification of amendment to the TRIM which may attract a processing fee as published.

### **3.2 GENERAL ACCESS REQUIREMENTS**

#### **3.2.1 DEMONSTRATION OF TECHNICAL CAPABILITY**

- 3.2.1.1 At application stage, the Access Seeker must identify how technical capability will be secured for the Transport Services applied for. This may be demonstrated through one or more of the following:
  - 3.2.1.1.1 Access Seeker as a TOC;
  - 3.2.1.1.2 nomination of a confirmed TOC that will operate the proposed Transport Services at application stage;
  - 3.2.1.1.3 submission of a letter of intent, memorandum of understanding, conditional appointment, or other written confirmation from a proposed TOC; or
  - 3.2.1.1.4 submission of details of the intended TOC procurement, joint venture, special purpose vehicle, partnership, or other contractual arrangement through which a TOC will be secured.
- 3.2.1.2 The TRIM may request further information from the Access Seeker to determine whether the proposed operating arrangement is credible, capable

of implementation, and aligned with the requirements of this Network Statement.

### **3.3 GENERAL BUSINESS/COMMERCIAL CONDITIONS**

#### **3.3.1 PURPOSE OF THE GENERAL BUSINESS AND COMMERCIAL CONDITIONS**

- 3.3.1.1 This section sets out the general business and commercial conditions that apply to the contractual relationship between the TRIM and an Access Seeker. These conditions must be read together with the capacity allocation process in Chapter 4, the Rail Access Agreement and any applicable annexures.
- 3.3.1.2 The Rail Access Agreement is the principal commercial and capacity agreement between the TRIM and the Access Seeker.

#### **3.3.2 RAIL ACCESS AGREEMENT**

- 3.3.2.1 Where railway capacity is awarded, the TRIM and the Access Seeker shall conclude a Rail Access Agreement (Annexure 15). The Rail Access Agreement will comply with the minimum requirements of Section 7(1) of the ERT Act and further address the following:
  - 3.3.2.1.1 lender protections, where applicable;
  - 3.3.2.1.2 cession, delegation, assignment and change of control;
  - 3.3.2.1.3 default, suspension and termination; and
  - 3.3.2.1.4 any other commercial, financial or capacity-related conditions applicable to the access granted.
- 3.3.2.2 The Rail Access Agreement must be read together with this Network Statement. Where there is any inconsistency, the order of precedence shall be determined in accordance with the Rail Access Agreement and the relevant provisions of this Network Statement.
- 3.3.2.3 Any proposed material changes to the Rail Access Agreement under circumstances where the standard Rail Access Agreement has been amended from the version signed by an Access Seeker, will be subject to the Clause 43 (Amendments) in Rail Access Agreement. This requirement shall not prevent TRIM from implementing a change required by Applicable Law, a regulatory or safety requirement or other lawful direction in terms of Clause 43 (Amendments) of the Rail Access Agreement.

#### **3.3.3 ACCESS SEEKER AS CAPACITY RIGHTS HOLDER AND SIGNATORY TO RAIL ACCESS AGREEMENT**

- 3.3.3.1 The Access Seeker is the holder of the capacity rights allocated under the Rail Access Agreement. The Access Seeker remains the TRIM's contractual counterparty for all commercial, financial and capacity-related matters.
- 3.3.3.2 The Access Seeker remains responsible for all obligations imposed on it under the Rail Access Agreement and this Network Statement.

### 3.3.4 PERFORMANCE GUARANTEE

- 3.3.4.1 The Access Seeker must provide the performance guarantee, credit support or other financial security required under the Rail Access Agreement. At the time of the Train Path award, the Access Seeker shall provide the TRIM with a guarantee equal to 10% of the annual Access Fee payable for the first year in respect of the Train Paths awarded.
- 3.3.4.2 The purpose of the guarantee is to secure the Access Seeker's payment and performance obligations under the Rail Access Agreement, including Access Fees, Additional Charges, penalties, non-use consequences, costs, damages and other amounts that may become payable to the TRIM. The form, amount, timing, validity period, replenishment requirements and enforcement conditions of the guarantee or credit support shall be as set out in the Rail Access Agreement.
- 3.3.4.3 Where a guarantee or other credit support is not provided, maintained, renewed or replenished as required under the Rail Access Agreement, the TRIM may exercise the remedies available to it under the Rail Access Agreement and this Network Statement.

### 3.3.5 INSURANCE

- 3.3.5.1 The Access Seeker must maintain the insurance cover required under the Rail Access Agreement.
- 3.3.5.2 The TRIM may require proof of insurance, policy renewal, policy validity, insurer confirmation or any other insurance information reasonably required to confirm compliance with the applicable insurance requirements.

### 3.3.6 PAYMENT DEFAULT AND SERVICE LIMITATIONS

- 3.3.6.1 The Access Seeker is responsible for payment of Access Fees, Additional Charges, penalties, costs and any other amounts payable to the TRIM under the Rail Access Agreement.
- 3.3.6.2 Where the Access Seeker fails to make payment when due or fails to provide or maintain the required guarantee or credit support, the TRIM may exercise the remedies available under the Rail Access Agreement and this Network Statement. These remedies may include suspension of access, refusal to permit further use of Train Paths, enforcement of guarantees, termination, recovery of amounts due, or any other remedy available under the Rail Access Agreement or Applicable Laws.
- 3.3.6.3 Any limitation, suspension or restriction imposed for payment default shall be dealt with in accordance with the Rail Access Agreement and this Network Statement.

### 3.3.7 CESSION, TRANSFER, ASSIGNMENT AND CAPACITY RIGHTS

- 3.3.7.1 The Access Seeker may not cede, transfer, assign, delegate, trade, sell, sub-allocate, encumber or otherwise dispose of any railway capacity, access right or commercial entitlement except as permitted under the Rail Access Agreement and this Network Statement.
- 3.3.7.2 Any proposed cession, transfer, assignment, delegation or change in control affecting the Access Seeker, its rights, obligations or Train Path capacity shall be dealt with in accordance with the Rail Access Agreement and any applicable regulatory requirements.

### 3.3.8 SUSPENSION AND TERMINATION

- 3.3.8.1 Suspension or termination of access rights shall be governed by the Rail Access Agreement and this Network Statement. The TRIM may suspend or terminate access rights where the Access Seeker commits a material breach of the Rail Access Agreement, fails to meet its payment or credit support obligations, fails to maintain required insurance, breaches applicable to anti-corruption or security requirements, unlawfully transfers or attempts to transfer capacity rights, or otherwise triggers a suspension or termination event under the Rail Access Agreement.

### 3.3.9 ACCESS TO PRASA AND OTHER INFRASTRUCTURE OWNERS, INCLUDING CROSS-BORDER NETWORKS

- 3.3.9.1 Where a proposed Transport Service requires access to railway infrastructure owned, managed or controlled by PRASA, another infrastructure manager, a port authority, a terminal operator, a municipality, a private siding owner, a cross-border railway authority or any other interface party, the Access Seeker must comply with the requirements of that party in addition to the requirements of this Network Statement.
- 3.3.9.2 The TRIM may, where available and agreed, facilitate end-to-end access arrangements or coordination with the relevant infrastructure owner, infrastructure manager or interface party. However, the TRIM only grants access to the Network under this Network Statement. Access to infrastructure outside the Network must be arranged with the relevant infrastructure owner, infrastructure manager, railway authority or competent authority.
- 3.3.9.3 Such arrangements may require the Access Seeker to obtain additional Train Paths, access rights, permits, safety approvals, operational approvals, interface agreements, border-crossing permissions, customs clearances, terminal access arrangements, siding access arrangements or other approvals required for the relevant service.
- 3.3.9.4 Responsibility and liability for infrastructure outside the Network shall remain with the relevant infrastructure owner, infrastructure manager or competent authority, unless otherwise expressly agreed in writing. The commercial principles applicable to such arrangements shall be dealt with in the Rail

Access Agreement, this Network Statement, or any separate agreement required by the relevant infrastructure owner or infrastructure manager.

### 3.3.10 TRANSITIONAL ARRANGEMENTS FOR INTEGRATION WITH ACCESS TO PORT INFRASTRUCTURE

- 3.3.10.1 The Access Seeker must confirm in writing that the third parties responsible for handling the cargo transported on the allocated Train Path/s have the required capacity to handle the cargo at the points of origin and destination under separate contractual arrangements.
- 3.3.10.2 Access rights must be obtained from TRIM as it relates to train paths leading to seaports to export cargo. The rights of terminal operators and of the TNPA as the port infrastructure owner must be recognised in accordance with their respective legislative, regulatory and contractual requirements.
- 3.3.10.3 This Network Statement applies only to rail infrastructure managed by TRIM and does not create, confer or imply any right of access to port infrastructure, terminal facilities or port services that fall under the ownership or control of a port infrastructure owner or a terminal operator.
- 3.3.10.4 The DoT in consultation with TRIM, TNPA and Transnet will engage to establish Rail–Port Interface Principles to facilitate coordinated access and efficient operations across the rail–port boundary.
- 3.3.10.5 Further, the Access Seeker must ensure that they have engaged and concluded access arrangements with any other rail infrastructure manager, including access in terms of cross border train operations.

### 3.3.11 GENERAL CONDITIONS OF CONTRACT

- 3.3.11.1 The provisions of this Network Statement form part of the general conditions applicable to applications for capacity, the Rail Access Agreement and any applicable annexures, schedules or operational requirements issued under them.
- 3.3.11.2 By submitting an application, concluding the Rail Access Agreement, the relevant Access Seeker, confirms that it will comply with the obligations, procedures and regulatory conditions set out in this Network Statement, subject to the order of precedence in the relevant agreement. These conditions are published to support transparency, predictability and non-discrimination in the allocation and use of railway infrastructure capacity.
- 3.3.11.3 The Parties acknowledge and agree that this Agreement hereby expressly incorporates the Network Statement (including any revision, amendment, re-issue or restatement thereof, by the IM, from time to time), which is deemed to form an integral part of this Agreement.

## **3.4 REQUIREMENTS FOR ACCESS TO THE INFRASTRUCTURE**

### **3.4.1 PURPOSE AND APPLICATION OF RAIL OPERATIONS REQUIREMENTS**

- 3.4.1.1 This section sets out the specific rail operations requirements that apply to any Access Seeker that operates, or intends to operate, Transport Services on the Network. These requirements must be read together with the Rail Access Agreement, the applicable Train Path Schedule, the Safety Permit issued by the RSR, and all Applicable Laws.
- 3.4.1.2 The purpose of this section is to ensure that the Access Seeker using the Network is properly authorised, technically compliant, operationally ready, and able to comply with all applicable safety, train control, communication, environmental, incident management and interface requirements.
- 3.4.1.3 The technical requirements in this section include Safety Permits and other safety authorisations, railway technical specifications, national safety rules, Rolling Stock compatibility, Train configuration, train loads and lengths, personnel competence, route knowledge, operational readiness, train control, operational communication, temporary operational variations, environmental requirements, dangerous goods, special cargo, test runs, inspection, audit, incident reporting, occurrence management, suspension or restriction of operations, and compliance with Applicable Laws.

### **3.4.2 TECHNICAL REQUIREMENTS FOR USE OF THE NETWORK**

- 3.4.2.1 An Access Seeker may not operate on the Network unless it holds the required Safety Permit issued by the RSR, or any other safety authorisation recognised by the RSR for the relevant operational scope. When applying for the Safety Permit, the Access Seeker must submit the Rail Access Agreement and the Interface Agreement concluded with TRIM.
- 3.4.2.2 An Access Seeker must comply with all applicable railway technical specifications, TRIM standards, RSR standards, SANS standards, national safety rules, operating procedures, Train Working Rules, POSMOR, Operational Circulars, special notices and lawful operational instructions issued by the TRIM.

- 3.4.2.2.1 Railway technical specifications include mandatory technical standards and operating procedures issued by the RSR and any applicable TRIM standards published or made available by TRIM. National safety rules include all rules and safety requirements applicable to the establishment, maintenance and implementation of the Safety Management Systems of the Access Seeker.
    - 3.4.2.2.2 These requirements apply to the Access Seeker's Safety Management System, operational procedures, Rolling Stock, train control arrangements, communication systems, personnel arrangements, emergency procedures and risk assessments. The TRIM may require evidence of compliance before operations commence or continue.
- 3.4.2.3 An Access Seeker must ensure that all Trains, Locomotives, Rail Wagons and other Rolling Stock used on the Network are Train Worthy, technically compliant and compatible with the relevant Route and Train Path. This includes compliance with applicable requirements relating to Train length, gross mass, axle load, braking, traction, loading gauge, structure gauge, route restrictions, bridge restrictions, tunnel restrictions, loading profiles, train consist information, dangerous goods requirements and any temporary restrictions issued by the TRIM.
  - 3.4.2.3.1 The permitted maximum carrying capacity by weight and length of a Train is a key operational parameter and may vary across the Network due to gradients, curvature, signalling, track layout, infrastructure condition and other route-specific features. The allowable Train Configuration, train loads, Train lengths and route-specific operating parameters are set out in Chapter 2 and any applicable annexures, technical specifications or operational notices issued by the TRIM.
  - 3.4.2.3.2 Where the TRIM identifies a safety, technical, interoperability or route compatibility concern, it may require further information, impose operating conditions, require testing, restrict operations, or refuse the use of the affected Rolling Stock until the concern has been resolved.
- 3.4.2.4 An Access Seeker must ensure that all Personnel involved in Transport Services are suitably qualified, trained, competent, licensed where required, medically fit, route-knowledge compliant, and authorised to perform their assigned duties. This applies to Train Drivers, Train Assistants, safety-critical employees, supervisors, operational staff, contractors, subcontractors and service providers.

- 3.4.2.4.1 An Access Seeker is responsible, at its own cost, for employing, contracting or otherwise securing sufficient Personnel to perform the Transport Services safely and reliably, including all relevant supervisory grades. Personnel performing safety-critical and safety-related work must hold the required certificates of competence, qualifications and licences, where applicable.
- 3.4.2.4.2 For Train crews, competence requirements include locomotive knowledge, route knowledge, certification, licensing and medical fitness, including compliance with applicable Human Factors Standards such as SANS 3000-4 where relevant. Competency confirmation, training and licensing may be conducted through TAFoR or another accredited and approved training provider.
- 3.4.2.4.3 The TRIM may require evidence of competence, certification, licensing, route knowledge, medical fitness, refresher training or other readiness requirements before operations commence or continue, and may require the removal or exclusion of any person whose conduct, competence, fitness or compliance status may threaten safety, security, public health, the environment or the safe and efficient operation of the Network.
- 3.4.2.5 An Access Seeker may only commence operations once the TRIM is satisfied that the operational readiness requirements for the relevant Train Paths have been met.
  - 3.4.2.5.1 This includes confirmation that the required Safety Permit or safety authorisation is in place, the Access Seeker is recorded in the applicable Train Path Schedule, Rolling Stock has been assessed for compatibility and train-worthiness, Personnel are competent and route-knowledge compliant, operational and emergency contacts have been confirmed, communication and reporting arrangements are in place, required safety, environmental, security, dangerous goods and risk documentation has been submitted, and any required testing, commissioning, trial running or route proving has been completed.
  - 3.4.2.5.2 Where readiness gaps are identified, including gaps relating to Personnel competence, route knowledge, certification, Rolling Stock compatibility, technical documentation or operational systems, the Access Seeker must close those gaps before the relevant Transport Services may commence.
- 3.4.2.6 An Access Seeker must comply with all lawful operational instructions issued by the TRIM in relation to train control, movement authority, operational communication, dispatch, routing, staging, temporary rescheduling, deviation management, recovery arrangements, temporary speed restrictions, manual authorisations, Planned Occupations, Annual Shutdowns, emergency works and day-of-operation management.

- 3.4.2.6.1 The TRIM may issue temporary operational instructions or implement temporary operational variations where required for safety, capacity management, recovery from disruption, infrastructure works, regulatory compliance or efficient operation of the Network.
- 3.4.2.6.2 Temporary operational variations do not amend the Access Seeker's permanent Train Path allocation or commercial rights under the Rail Access Agreement. Permanent Train Path changes must be dealt with under Chapter 4 and the Rail Access Agreement.
- 3.4.2.7 An Access Seeker must manage its operations in accordance with applicable environmental legislation, TRIM requirements and this Network Statement.
  - 3.4.2.7.1 This includes compliance with the duty of care and incident reporting requirements under the National Environmental Management Act, 1998, and any requirements relating to Dangerous Cargo, Hazardous Substances, abnormal loads, special cargo, spillages, leakages, contamination, fires, environmental incidents, emergency response, manifests, cargo documentation, route restrictions, loading requirements and operational reporting.
  - 3.4.2.7.2 The TRIM may impose additional operating conditions, refuse, restrict, delay, stage, reroute or suspend operations where required to protect safety, the Network, Personnel, property, the public, surrounding communities or the environment.
- 3.4.2.8 An Access Seeker may only undertake test runs, trial operations, route proving, testing or commissioning activities on the Network with the prior authorisation of the RSR and approval of the TRIM, where applicable.
  - 3.4.2.8.1 Such activities may relate to new or modified Rolling Stock, infrastructure, signalling, communication systems, train control systems, braking systems, traction systems, route extensions, or interoperability assessments. The Access Seeker must submit the technical, safety and operational information reasonably required by the TRIM, and must comply with all operating conditions, safety restrictions, reporting requirements, and authorisations applicable to the test, trial, or commissioning activity.
  - 3.4.2.8.2 Test runs must comply with the applicable timing, capacity, and approval processes in Chapter 4, including Section 4.5 where relevant. Authorisation and operating conditions may be issued by the TRIM regarding safety standards, available infrastructure, capacity constraints, and any RSR requirements.
- 3.4.2.9 The TRIM may inspect, audit, test, monitor or require evidence of compliance from an Access Seeker where reasonably required to confirm compliance with this Network Statement and TRIM operational requirements.

- 3.4.2.9.1 An Access Seeker must immediately report any Accident, Incident, Occurrence, abnormal circumstance, environmental incident, security incident, Dangerous Cargo event, Rolling Stock failure, communication failure or other event that may affect safe or efficient operations.
- 3.4.2.9.2 Where non-compliance, an Incident, an Occurrence or an operational risk affects safety, the Network, Personnel, property, the public or the environment, the TRIM may require corrective action, impose operational restrictions, suspend or stop the affected operation, or take any other action permitted under the Rail Access Agreement or this Network Statement.
- 3.4.2.10 An Access Seeker must comply with all Applicable Laws, permits, licences, approvals, authorisations, standards, directives and regulatory requirements that apply to the Transport Services, its Personnel, Rolling Stock, cargo, operations and activities on the Network.
  - 3.4.2.10.1 Specific reference in this Network Statement to any legislation, standard, permit or regulatory requirement does not limit or reduce the Access Seeker's broader obligation to comply with all Applicable Laws in force from time to time. The Access Seeker must promptly notify the TRIM of any regulatory breach, investigation, suspension, enforcement action, directive, restriction or other matter that may affect its ability to perform the Transport Services safely, lawfully and in accordance with this Network Statement.
  - 3.4.2.10.2 By applying for access or commencing operations, the Access Seeker is deemed to confirm that it is familiar with, and will comply with the Railway Safety Act, applicable regulations and all other Applicable Laws relevant to its operations.

### 3.4.3 OTHER REQUIREMENTS

- 3.4.3.1 Access Seekers must formally accept the published standard terms and conditions as set out in the published **Annexure 15: Rail Access Agreement**.
- 3.4.3.2 Access Seekers must sign Annexure 31: TRIM Standard Confidentiality and Non-Disclosure Agreement.
- 3.4.3.3 **Annexure 30: Credit Application Form** must be completed by the Access Seeker. This includes presenting Financial Statements to evaluate creditworthiness and providing a bank guarantee equal to 10% (ten percent) of the annual aggregate of the GTK's comprising the Train Paths allocated to the Access Seeker in respect of a given Contract Year.
- 3.4.3.4 Proof of payment of Application fees. An application fee is levied per Train Path applied for.
- 3.4.3.5 B-BBEE certificate or sworn affidavit.

- 3.4.3.6 Access seeker must submit an Environmental Management Plan aligned to the guidelines provided in **Annexure 26: Environmental Management Plan**.
- 3.4.3.6.1 An Access Seeker must manage its operational activities and provide Transport Services in accordance with the requirements of section 28 of the National Environmental Management Act, 1998, as amended, and related provisions in other applicable legislation.
- 3.4.3.6.2 Environmental incidents must be reported, and managed, in accordance with section 30 of the National Environmental Management Act, 1998, and related provisions in other applicable legislation, and remediated within the appropriated timeframes.
- 3.4.3.7 Access Seekers must submit a Risk Analysis covering their intended operations, according to the guidelines provided in **Annexures 27a, 27b and 27c**.
- 3.4.3.8 The TRIM operates within communities and environments which can be affected by socio-economic disruptions.
- 3.4.3.9 For mutual benefit, Access Seekers must indicate their willingness to participate in the TRIM's Community and Social Development, Supplier Development and Skills Development plans and collaborate with the TRIM on initiatives aimed at ensuring sustainability within communities within which both the TRIM and the Access Seeker's business operate.
- 3.4.3.10 The nature and extent of the participation required by a successful Access Seeker will be agreed upon between the parties in writing.
- 3.4.3.11 A Security Plan for the safeguarding of the cargo, or passengers, transported by the Access Seeker, including the safeguarding of the Rolling Stock & other equipment. All security service providers and personnel (including physical guards) associated with the Access Seeker must be registered with PSIRA.
- 3.4.3.12 The number of guards and vehicles to be provided must be specified. Security technologies necessitate approval from the TRIM.
- 3.4.3.13 The use of drones and Helicopters requires registration with the CAA and adherence to aviation regulations. Companies supplying drone services and related technology must comply with SACAA regulations.

## **3.5 ROLLING STOCK REQUIREMENTS**

- 3.5.1 It is imperative that all Rolling Stock deployed by the Access Seeker is in a train worthy condition and must pass, as per SANS 3000 2-3 standards, all pre-departure inspections to enable the safe running of trains on the TRIM's network.
- 3.5.2 The Access Seeker will be required to undergo the process of verifying the Rolling Stock as outlined herein every time there is a new application of a change in the scope of services, including changes of routes, extensions of routes, additions of routes to the service portfolio etc.

- 3.5.3 The Access Seeker must ensure that all Rolling Stock (locomotives, freight rail wagons and passenger coaches, On Track Machines) conform to the following critical technical specifications:
- 3.5.3.1 Rail gauge for the specific line.
  - 3.5.3.2 Axle load specifications for the specific line.
  - 3.5.3.3 Electric Locomotives must conform to the overhead traction power supply.
  - 3.5.3.4 The moving gauge structure specifications which the Access Seeker Rolling Stock must comply with.
- 3.5.4 The Access Seeker must refer to the SANS 3000 series and RSR issued standards relevant to Rolling Stock, available from SABS and the RSR respectively, which includes but not limited to rolling stock conformance to the critical technical specifications which follows the project life cycle approach, being the Concept, Design, Execution, Testing and Commissioning, Operations and Maintenance and Decommissioning.
- 3.5.5 The RSR will provide guidance on the numbering system to be used for the asset register per the Luxembourg Rail Protocol Register and benchmark with other international rail regulators and railway operators.
- 3.5.6 Once the rolling stock has been approved by TRIM and the RSR, the Access Seeker is not permitted to operate modified rolling stock on the network without the prior approval from the RSR and TRIM. The RSR requires a submission for review to be submitted by the Access Seeker for approval of a new service, a modified service, new rolling stock and / or modified rolling stock, that will have an impact on railway safety.

### 3.5.7 LOCOMOTIVES

- 3.5.7.1 The electric Locomotives to be deployed/used by the Access Seeker must conform to Table 14 on technical dimensions.

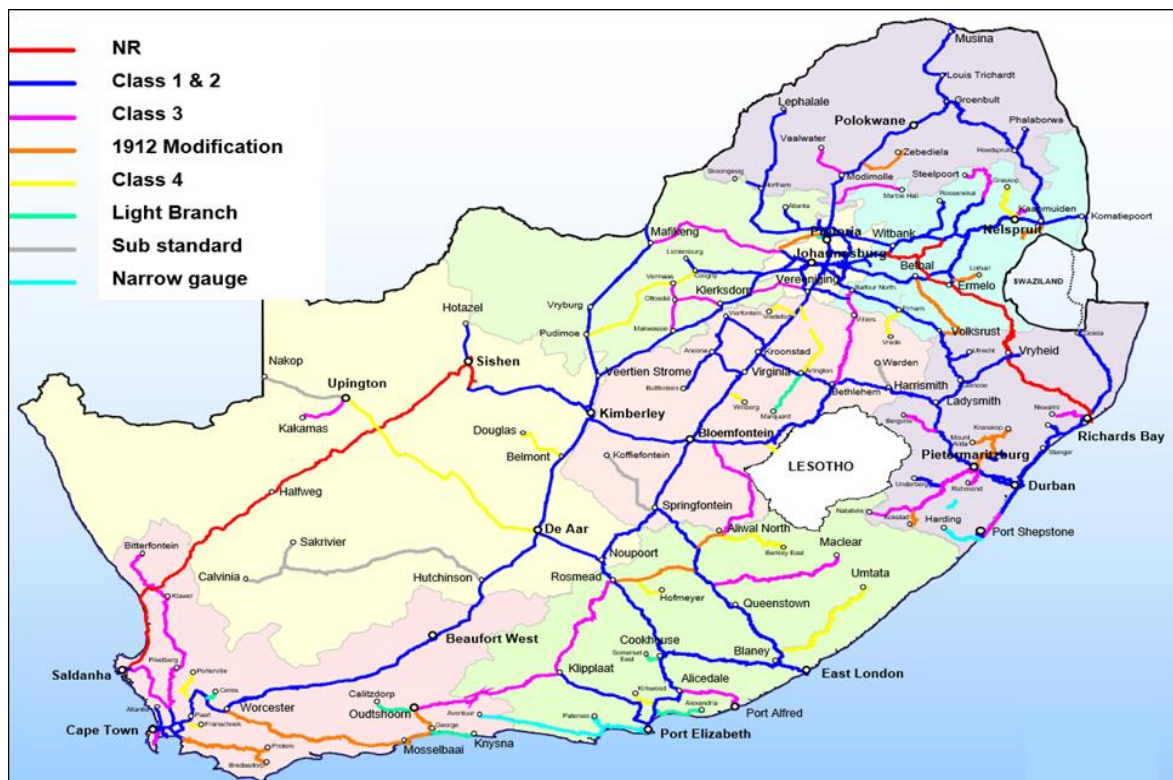
| <b>Dimensions</b>                                                                                                                                    | <b>3kV DC Locomotive</b> | <b>50kV DC Locomotive</b> | <b>Dual Voltage 3kV DC/25 kV AC Locomotive</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------|------------------------------------------------|
| Maximum vertical distance between top of rail and upper surface of new contact strips for pantograph in housed position                              | 4 140 mm                 | 3885 mm                   | 4 140 mm                                       |
| Maximum vertical distance between top of rail and upper surface of roof metal structure                                                              | 3 965 mm                 | 3885 mm                   | 3 965 mm                                       |
| Maximum vertical distance between top of rail and upper surface of other electrical roof equipment                                                   | 4 120 mm                 | 4000 mm                   | 4 120 mm                                       |
| Maximum width of pantograph mechanism measured transversely to either side of vehicle gauge centre line excluding width of pantograph collector head | 1 020 mm                 | 1000 mm                   | 1 020 mm                                       |

| Dimensions                                                     | 3kV DC<br>Locomotive | 50kV DC<br>Locomotive | Dual Voltage 3kV DC/25 kV AC<br>Locomotive |
|----------------------------------------------------------------|----------------------|-----------------------|--------------------------------------------|
| Maximum outdoor earth clearance of high voltage roof equipment | 915 mm               | 900 mm                | 915 mm                                     |
| Minimum outdoor earth clearance of high voltage roof equipment | 150 mm               | 250 mm                | 320 mm                                     |

Table 14: Technical dimensions  
(Source: Transnet)

### 3.5.8 FIT TO INFRASTRUCTURE

- 3.5.8.1 The Access Seeker must take note of the specific axle loading limitations per network section, as well as the locations of all bridges and tunnels and their constraints (see Chapter 2).
- 3.5.8.2 All Rolling Stock on the routes must comply with the clearances depicted in **Annexures 2 (Track Structure Clearances)** and **3 (Track Structure Vehicle Gauges)**



Classification of Railway Lines  
(Source: Transnet)

### 3.5.9 ROLLING STOCK SAFETY-CRITICAL CONSIDERATIONS

It is important for Access Seeker to take note of these safety critical requirements stipulated in Table 15.

| No                                      | Safety critical                        | Description                                                                                                                                                                                                                                                                              |
|-----------------------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a)                                      | Brake systems                          | Brake systems, including compressor/exhauster to be fully functional with no brake valves and brake frames overdue for maintenance. A physical static brake test will be performed as part of the acceptance of the Rolling Stock onto the TRIM's Network.                               |
| b)                                      | Wheel profiles                         | The Access Seeker Rolling Stock wheel profiles must comply with specification RSE/TE/PRO/00/22 (Wheel and Axle Defect Identification Chart)                                                                                                                                              |
| c)                                      | Couplers                               | Couplers and drawgears must be in good operating condition (that is opening, closing and releasing of couplers), must not have cracks, and should not have any, missing components.                                                                                                      |
| d)                                      | Bogies                                 | Bogies must be in good condition, and must not have any (a) cracks, (b) broken springs, and (c) worn snubbers and rubber mountings                                                                                                                                                       |
| e)                                      | Sanding system                         | The locomotives' sanding system must be fully functional                                                                                                                                                                                                                                 |
| f)                                      | Locomotive Dry Sequence Test           | Locomotive, control system with contactors and relays to be fully functional                                                                                                                                                                                                             |
| g)                                      | Locomotive start-up                    | Locomotive to be started and all systems to be fully charged                                                                                                                                                                                                                             |
| h)                                      | Locomotive motoring                    | Locomotive to be moved at least 10 metres                                                                                                                                                                                                                                                |
| i)                                      | Locomotive vigilance system            | Vigilance system to be fully functional                                                                                                                                                                                                                                                  |
| j)                                      | Electric locomotive pantograph         | Fully functional with good condition pantograph strips. It is imperative that where a Access Seeker is operating electric Locomotives, the interface in terms of the pantograph must conform to the Transnet specification (BBG1285) as stated in Annexure 13 (Pantograph Specification) |
| k)                                      | Other locomotive safety critical items | All other locomotive safety critical items, such as (but not limited to) the locomotive horn, wiper blades, head lamp, etc. must be in good operating condition                                                                                                                          |
| l)                                      | Wagon body condition                   | No holes in superstructure, all doors operational, no protrusions exceeding the structure gauge, no missing hand-brake wheels, vacuum and/or air pipes must be in good condition without any holes, etc.                                                                                 |
| <b>Considerations during Inspection</b> |                                        |                                                                                                                                                                                                                                                                                          |
| m)                                      | Locomotive start-up                    | Locomotive to be started and all systems to be fully charged                                                                                                                                                                                                                             |
| n)                                      | Locomotive motoring                    | Locomotive to be moved at least 10 metres                                                                                                                                                                                                                                                |
| o)                                      | Wagon safety                           | The Rail Wagon(s) do not pose an environmental threat, e.g., in case of dangerous goods and leaking wagons. In the case of pressure vessels (such as the XF or XB type wagons), a Train worthy certificate must be supplied to the TRIM                                                  |

Table 15: Safety Critical Considerations  
(Source: Transnet)

### 3.5.10 ELECTRIC LOCOMOTIVES INTERFACE WITH OHTE

It is imperative that where an Access Seeker is operating electric Locomotives, the interface in terms of the pantograph must conform to the Transnet specification (BBG1285) as stated in **Annexure 13 (Pantograph Specification)**. The Access Seeker requiring fuelling facilities should comply with Nozzle specifications stated in **Annexure 14 (Diesel Nozzle Specification)**.

### 3.5.11 OTHER ROLLING STOCK QUALITY SYSTEM REQUIREMENTS TO CONSIDER

- 3.5.11.1 This section describes the minimum quality compliance requirements that the rail operators shall meet to ensure compliance with the regulatory expectations of the TRIM.
- 3.5.11.2 Network operators are required by the Railway Safety Regulator to ensure that Rolling Stock that is used on their network is compatible and interoperable with the network configuration and meets minimum safety requirements.
- 3.5.11.3 In the event where, during the contract period, the Access Seeker Safety Management System fails and such failure is brought to the TRIM's attention, the TRIM reserves the right to suspend all activities and issue a stop certificate to the Access Seeker to ensure safe operation on the network. The Access Seeker must immediately notify the RSR where their safety management system has failed. The Access Seeker is obligated to notify the RSR where TRIM has suspended all activities and issued a stop certificate to the Access Seeker.
- 3.5.11.4 It is an essential requirement that the Access Seeker supplies the necessary corrective action to the TRIM in cases when a non-conformance is raised against the Access Seeker for operation of non-compliant Rolling Stock.
- 3.5.11.5 Although the TRIM reserves the right to inspect/audit/survey all Rolling Stock, it is the sole responsibility of the Access Seeker to ensure that all Rolling Stock and equipment fitted to Rolling Stock, whether self-supplied or any sub-contractor, comply with the specified requirements.
- 3.5.11.6 It is an essential requirement that the TRIM reserves the right to reject any non-conforming Rolling Stock or equipment. This shall be done in the form of a written report/notice to the competent person responsible for quality management on behalf of the Access Seeker.
- 3.5.11.7 The Access Seeker shall under these circumstances re-inspect/re-test all such rejected Rolling Stock or equipment and shall not put such reinspected/retested Rolling Stock or equipment to any use until such time as the Rolling Stock or equipment concerned has been accepted in writing by the TRIM.
- 3.5.11.8 The TRIM may also require that the Access Seeker to satisfactorily prove the correctness of all material of the type found to be unsuitable by the TRIM.
- 3.5.11.9 It is an essential requirement that, notwithstanding any acceptance certificate and/or receipt that may have been previously issued by the TRIM, the TRIM retains the right to reject the Rolling Stock supplied before or after they have been placed in use should they be found not to conform to relevant specifications.

- 3.5.11.10 To help the TRIM in the discharge of its duties, a compatibility consultation process will be undertaken, which provides a structured mechanism for assessing and agreeing any capacity, safety, environmental, regulatory and commercial issues that exist between the Infrastructure Manager and the Access Seeker.
- 3.5.11.11. The abovementioned consultation process is required for:
- 3.5.11.10.1 The introduction of new rail vehicles;
  - 3.5.11.10.2 The extension of route(s) for existing vehicles;
  - 3.5.11.10.3 Substantial alterations to vehicles; and
  - 3.5.11.10.4 The addition of vehicles with route clearance to vehicles permitted under a track access contract.
- 3.5.11.12. There are two processes involved:
- 3.5.11.12.1 A demonstration of compatibility and interoperability between a vehicle and the routes over which the Access Seeker wishes to operate it.
  - 3.5.11.12.2 Vehicle change which deals with the commercial issues associated with the introduction of new vehicles, or new routes for existing vehicles.
- 3.5.11.13 In all the cases outlined above, the vehicle change process must be completed. The demonstration of compatibility process is required only where the introduction of a new Train, change to a Train with potential to affect compatibility with infrastructure or other Access Seekers, or the extension of route(s) for existing types of Trains is planned.
- 3.5.11.14 In addition to this, the Access Seeker must arrange for new vehicles to be assessed to prove that they are compliant with all relevant standards and specifications, including technical specifications. The provision of this evidence facilitates an efficient compatibility assessment.
- 3.5.11.15 An important consideration for the introduction of new Rolling Stock is its dynamic fit within the loading gauge of the network, i.e., the physical space provided above rail level by structures such as tunnels, bridges and platforms.
- 3.5.11.16 However, owing to the complexity of the subject, any party considering introducing new or modified vehicles is advised not to rely solely on written sources to guide their design. It is essential that they make early contact to discuss their plans and seek guidance from the TRIM.
- 3.5.11.17 When new or modified freight Locomotives and rail wagons are being brought onto the network, it is important not to make assumptions regarding the extent to which standard gauges may be relied upon.
- 3.5.11.18 The technical interface design compliance requirements for Rolling Stock interfacing with infrastructure and shunting locomotives used by yard operators shall be proven (by means of technical documentation and/or physical tests) during scheduled technical compliance reviews with the TRIM based on the minimum technical requirements specifications.

- 3.5.11.19* The specifications for shunting Rolling Stock currently operated within TRIM managed yards are outlined in specification documents number BBD 8678, BBG 8440, BBH 0359 and BBH 3865 provided as **Annexure 23 (Shunting Rolling Stock Specifications for Yards)**.
- 3.5.11.20* Should standard and/or service-proven designs for the Rolling Stock and/or equipment be proposed, an exemption from submitting detailed design documentation and test reports will be considered based on evidence provided.
- 3.5.11.21* Final permission to release the Rolling Stock into active service is subject to having received a 'No Objection' submittal review from the RSR (where applicable).
- 3.5.11.22* The process requires the Access Seeker to provide the TRIM with documentation proving interoperability of their Rolling Stock with the TRIM infrastructure. The TRIM conducts validation, double checks correctness and provides an assessment report. The Access Seeker will submit the TRIM rolling assessment and the Access Seeker validation report by a professional report for RSR approval. The RSR provides authority or approval for the Rolling Stock to be released into active service for the route(s) indicated.
- 3.5.11.23* When submitting the specifications of their Rolling Stock, the Access Seeker must ensure that the vehicle axle patterns for both Locomotives and Rail Wagons are clearly specified by Access Seeker as these details will be required in order to configure the Condition Assessment Systems, therefore enabling any privately owned Rolling Stock to be used on the rail network. The following detail is critical for the configuration of the CAS systems, hence enabling the tracking of the Rolling Stock:
- 3.5.11.23.1* Vehicle type (locomotive and/or Rail Wagon);
  - 3.5.11.23.2* Sample of the vehicle numbers;
  - 3.5.11.23.3* Schematic diagrams showing the axle spacing in metres;
  - 3.5.11.23.4* Wheel profile;
  - 3.5.11.23.5* Vehicle Identification System transponder/tag; and
  - 3.5.11.23.6* Uncoupling mechanism available at edge of the Rolling Stock's both ends.
- 3.5.11.24* In order to enable train tracking and tracing requirements, Access Seeker Rolling Stock may need to be fitted with vehicle identification transponders and/or tags that are compatible with the TRIM's RFID tag readers along situated along the rail infrastructure Network.
- 3.5.11.25* The Access Seeker can apply to the TRIM for pre-running test Trains on allocated Train Paths. The same operational and technical criteria specified for the Train Path will apply to the Access Seeker's test Train, and the Access Seeker will assume full responsibility and liability for the performance and safety of the test Train.

## **3.6 CORRUPT ACTS AND ANTI-CORRUPTION MEASURES**

### **3.6.1 CORRUPT ACTS**

- 3.6.1.1 The Parties acknowledge and agree that it is necessary to prevent the occurrence of Corrupt Acts in relation to this Network Statement, any Application and the Rail Access Agreement.
- 3.6.1.2 As such: as soon as any Access seeker becomes aware that any of its shareholders, directors, employees, agents, representatives, contractors, subcontractors, subsidiaries, co-subsidiaries or holding company (or anyone employed by or acting on behalf of any of them, including subcontractors, subsidiaries, co-subsidiaries or holding company), has committed or intends to commit a Corrupt Act, such Party shall immediately:
  - 3.6.1.2.1 notify the TRIM of the occurrence of the Corrupt Act or of the intention to commit such Corrupt Act, as applicable;
  - 3.6.1.2.2 take reasonable steps to procure the immediate cessation of the Corrupt Act or to prevent the occurrence of the Corrupt Act in question, as applicable;
  - 3.6.1.2.3 take reasonable steps to initiate and pursue disciplinary action and any steps which may be required in terms of any Applicable Laws, against the relevant employee involved or implicated in the commission of or the intention to commit the Corrupt Act in question and/or cease or terminate any further involvement of the relevant agent, representative, contractor, subcontractor, subsidiary, co-subsidiary or holding company in connection with this Network Statement, any Application and the Rail Access Agreement; and
  - 3.6.1.2.4 as soon as any Access Seeker becomes aware that any of the shareholders, directors, employees, agents, representatives, contractors, subcontractors, subsidiaries, co-subsidiaries or holding company of another Party has committed or intends to commit a Corrupt Act, such Party shall immediately notify the TRIM of the occurrence of the Corrupt Act or of the intention to commit such Corrupt Act, as applicable.
- 3.6.1.3 Should a Party fail or refuse to comply with its obligations in terms of this paragraph such failure or refusal shall constitute a material breach of this Network Statement.
- 3.6.1.4 The remedies of the Parties in terms of this paragraph shall be in addition to any other remedies which the relevant Parties may have in terms of any Applicable Law, this Network Statement and/or, if applicable, the Rail Access Agreement.

### 3.6.2 REPORTING A CORRUPT ACT

The Parties may report any potential or a Corrupt Act, at any time using one of the following methods:

|                                                             |                                                                                                                   |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Telephone Number                                            | Toll free number: 0800 003 056<br>SMS: 063 786 7403<br>Please Call me number: *120*0637867403                     |
| Email Address                                               | <a href="mailto:Transnet.Reportit@outlook.com">Transnet.Reportit@outlook.com</a>                                  |
| Physical Address<br>(for registered post and/or<br>courier) | 96 Rissik Street<br>Braamfontein<br>Johannesburg<br>Gauteng<br>2017                                               |
| Direct Website Link                                         | <a href="https://whistleblowersoftware.com/secure/Transnet">https://whistleblowersoftware.com/secure/Transnet</a> |



## CHAPTER 4: CAPACITY ALLOCATION

## 4 CHAPTER 4: CAPACITY ALLOCATION

This section deals with the process to be followed by Access Seekers to apply for Train Path capacity. The section also delineates the transparent process and principles the TRIM will be guided by to allocate capacity to Access Seekers that meet the requirements specified in this Network Statement.

### 4.1 INTRODUCTION

- 4.1.1 The TRIM designs Train Paths by considering the prevailing condition of the rail infrastructure network in combination with an array of generic train configurations to fulfil its mandate of availing Train Path capacity to Access Seekers.
- 4.1.2 The purpose of this chapter is
  - 4.1.2.1 to outline the process to apply for Train Path capacity;
  - 4.1.2.2 the minimum requirements that Access Seekers should meet for Train Path capacity to be allocated; and
  - 4.1.2.3 the principles applied by the TRIM to allocate Train Path capacity to Access Seekers.
- 4.1.3 Train Path capacity that is made available comprise both the A and B networks as described in Chapter 2. There are different application processes for the A and B networks. Paragraph 4.3 outlines the process for application and allocation of access on the A Network, and paragraph 4.4.3 outlines the approach for application and allocation of Train Path capacity on the B Network.

### 4.2 CAPACITY DEFINITION AND CALCULATION

- 4.2.1 Network infrastructure Capacity refers to the rate at which trains traverse through a designated uniform section of railway infrastructure per unit of time.
- 4.2.2 Train Path capacity is hereby referred to as a license that allows an Access Seeker to execute the running of a train (freight or passenger) on a specific section (of a known origin-and-destination pair) of track at a specific and predetermined timeframe.
- 4.2.3 The key factors that impact the determination of capacity (number of Train Paths per section of network infrastructure per time unit) include:
  - 4.2.3.1 a given train's configuration (gross mass, length in meters, speed, and number and type of rolling stock); and
  - 4.2.3.2 the configuration of the rail infrastructure along the route or path the train in question traverses (method of train control, section speed, topology, line type (single or double), axle load limitations, characteristics of crossing loops (length, positioning, etc.)).
- 4.2.4 Based on the above, the definition of capacity for a given designated uniform section of a railway infrastructure network will differ from the next section due to the application of different train configurations and the associated topology and configuration of each section. Furthermore, a change in the configuration of either the said train(s), or the relevant section of the rail infrastructure, will affect, by either reducing or increasing, the practical capacity

of the said rail infrastructure section in accordance with the said changes in configurations of trains and of the rail infrastructure. Train Path and route, strategically aimed at optimising the density of the corridors. The point-to-point running times (**Annexure 33a**) for all segments of the accessible network are presented with allowances for buffers, contingencies, and robustness factors, all based on the most up-to-date and realistic estimations given the prevailing network conditions as at the time of the publication of the Network Statement.

- 4.2.5 **Annexure 33 (Network Register)** provides details of the TRIM's capacity at the section-by-section disaggregated level route, indicating which of the capacity in the said section(s) has been allocated to which operator. Furthermore, **Annexure 33** provides details on reduction in capacity, where applicable, based on the condition of the network (e.g., Temporary Speed Restrictions, Manual authorisations, etc.) at a section level, and any resultant spare capacity that can be applied for (for the given section).
- 4.2.6 **Annexure 33b (Capacity Statement)** can be accessed for details on Train Path capacity per section per route.

#### 4.2.7 THEORETICAL VS PRACTICAL CAPACITY

- 4.2.7.1. For each relevant section, the minimum headway for that section, and therefore the number of Train Paths per day per direction applicable for that section, is calculated in line with global best practice principles. The daily number of Train Paths (namely the theoretical capacity) per section is determined by dividing 1 440 minutes (the number of minutes in a 24-hour day) with the applicable minimum headway for the specific section. The longest running section (or the section with the smallest number of Train Paths) along a given Train route/path determines the capacity for that section.
- 4.2.7.2 For practical reasons, and in line with international best practice, 65% of the theoretical capacity is taken as the operational (or practical) capacity, where 35% is set aside for maintenance and recovery from major disruptions. The reference to 65% operational capacity is a guideline for planning purposes, however, the percentage may differ per route. As the TRIM processes mature, the specific operational capacity per rail segment will be updated.
- 4.2.7.3 In addition to this, the TRIM follows a process that reviews capacity on a weekly basis to cater for changes in the network configuration and topology (e.g., where Temporary Speed Restrictions are imposed for safety purposes, or where manual Train authorisations are introduced owing to the long-term failure of Train control infrastructure, etc.). These changes are incorporated to review the operational capacity and take stock of the capacity as at a particular point owing to the associated changes. This reviewed operational capacity is herein referred to as practical capacity. Practical capacity is used as baseline for allocation to Access Seekers.
- 4.2.7.4 The TRIM will inform Access Seekers about significant changes in capacity throughout the timetable period, especially where there is a reduction in capacity. The reasons for the reduction or change in capacity shall be shared with Access Seekers, and the TRIM will indicate the anticipated period by when the reduced capacity, where applicable, may likely be restored.

## 4.2.8 CAPACITY ASSESSMENTS AT PORT AND INLAND TERMINALS

4.2.8.1 The TRIM annually obtains the capacity at port and inland terminals and relies on TNPA to quantify capacity at the ports. For FY 2025/26 the following information was obtained and incorporated into the

| Port Terminal                            | Port Capacity<br>(Number of Trains)                                                                                                                                                                              | Port Capacity<br>(Volumes)                                                                                                                                                                                  |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DURBAN<br/>CONTAINER<br/>TERMINAL</b> | <ul style="list-style-type: none"> <li>➤ 2.5 trains per day (Pier 1)</li> <li>➤ 3.5 trains per day (Pier 2)</li> <li>➤ 3 trains per day (Buffer)</li> </ul> <b>Total = 11 trains/day (incl *Buffer Capacity)</b> | <ul style="list-style-type: none"> <li>➤ 3.43 Mtpa (Pier 1)</li> <li>➤ 6.06 Mtpa (Pier 2)</li> <li>➤ 3.03 Mtpa (Buffer)</li> </ul> <b>Total = 12.1 Mtpa</b>                                                 |
| <b>PORT OF<br/>SALDANHA BAY</b>          | <ul style="list-style-type: none"> <li>➤ 36 trains/wk (Export Iron Ore)</li> <li>➤ 18 trains/wk (125-wagon rakes – Manganese)</li> </ul>                                                                         | <ul style="list-style-type: none"> <li>➤ 60 Mtpa (Iron Ore)</li> <li>➤ 6.8 Mtpa (Manganese)*</li> </ul> <p>* Actual DBT capacity = 8 Mtpa, vs slot capacity = 7.94 Mtpa (7 slots/wk @ 375 wagons/train)</p> |
| <b>GQEBERHA</b>                          | <ul style="list-style-type: none"> <li>➤ 37 trains/wk (Bulk Manganese)</li> <li>➤ 18 trains/wk – tippler offloading</li> <li>➤ 19 trains/wk – BoP facilities</li> </ul>                                          | <ul style="list-style-type: none"> <li>➤ 11.64 Mtpa (Manganese)</li> </ul>                                                                                                                                  |
| <b>PORT OF EAST<br/>LONDON</b>           | <ul style="list-style-type: none"> <li>➤ 7 trains/wk (Containers)</li> </ul>                                                                                                                                     | <ul style="list-style-type: none"> <li>➤ 0.74 Mtpa (Containers)</li> </ul>                                                                                                                                  |
| <b>PORT OF EAST<br/>LONDON</b>           | <ul style="list-style-type: none"> <li>➤ 4 trains/wk (Manganese in Containers) – Skips/containers offloaded "off-site" and shuttled to port by road</li> </ul>                                                   | <ul style="list-style-type: none"> <li>➤ 0.41 Mtpa (Manganese in Containers)</li> </ul>                                                                                                                     |
| <b>PORT OF CAPE<br/>TOWN</b>             | <ul style="list-style-type: none"> <li>➤ 7 trains/wk (Light Containers)</li> </ul>                                                                                                                               | <ul style="list-style-type: none"> <li>➤ 0.37 Mtpa (Light Containers)</li> </ul>                                                                                                                            |
| <b>PORT OF CAPE<br/>TOWN</b>             | <ul style="list-style-type: none"> <li>➤ 4 trains/wk (Containerised Manganese)</li> </ul>                                                                                                                        | <ul style="list-style-type: none"> <li>➤ 0.622 Mtpa (Heavy Containers)</li> </ul>                                                                                                                           |

traffic file:

4.2.8.2 The main inland terminals are City Deep, Kaserne and Capital Park container terminals.

4.2.8.3 Capacity at these terminals is monitored on a continuous basis to ensure availability of the capacity.

## 4.3 ANNUAL TRAIN PATH CAPACITY PLANNING

### 4.3.8 TRAIN PATH DEMAND MANAGEMENT

4.3.8.1 Access Seekers shall be granted, under equitable, non-discriminatory and transparent conditions, the right to access the railway infrastructure for the purposes of conducting transport services. Refer to paragraph 4.5 for the qualifying criteria for Train Path capacity to be allocated to qualifying Access Seekers. That right shall include access to infrastructure connecting maritime ports<sup>1</sup>, Inland Terminals and other service facilities offered by the TRIM as outlined in Chapters 5 and 7 of this Network Statement. The right shall include access to operations yards which will be managed by Service Providers on behalf of the TRIM where required.

4.3.8.2 The **Network Register (Annexure 33)** will be published online annually at the

| Port Terminal        |                  | Port Capacity<br>(Number of Trains)                       | Port Capacity<br>(Volumes)                    |
|----------------------|------------------|-----------------------------------------------------------|-----------------------------------------------|
| PORT OF RICHARDS BAY |                  | ➤ 21 trains/wk (Tippler Magnetite)                        | ➤ 5.08 Mtpa (Tippler)                         |
|                      |                  | ➤ 4 trains/wk (BoP Magnetite)                             | ➤ 0.97 Mtpa (BoP)                             |
|                      |                  | ➤ 4 trains/wk (Back Actor Magnetite – <i>Dutch Line</i> ) | ➤ 0.97 Mtpa (Back Actor – <i>Dutch Line</i> ) |
|                      |                  | ➤ 21 trains/wk (Tippler Chrome)                           | ➤ 4.34 Mtpa (Tippler)                         |
|                      |                  | ➤ 2 trains/wk (Back Actor Chrome – MTP)                   | ➤ 0.42 Mtpa (Back Actor)                      |
|                      |                  | ➤ 10 trains/wk (Ferrochrome)                              | ➤ 2.09 Mtpa (Ferrochrome)                     |
|                      |                  | ➤ 16 trains/wk (RBCT Export coal)                         | ➤ 81 Mtpa (RBCT)                              |
|                      |                  | ➤ 14 trains/wk (MPT Coal – 80 wagons/train)               | ➤ 3.12 Mtpa (MPT)                             |
|                      |                  | ➤ 11 trains/wk (RBTG Coal – 50 wagons/train)              | ➤ 1.53 Mtpa (RBTG)                            |
| PORT OF MAPUTO       | Matola Terminal  | ➤ 28 trains/wk (Magnetite)<br>➤ 14 trains/wk (Coal)       | ➤ 6.77 Mtpa (Magnetite)<br>➤ 1.94 Mtpa (Coal) |
|                      | GML Terminal     | ➤ 7 trains/wk (Coal)                                      | ➤ 0.97 Mtpa (Coal)                            |
|                      | Maputo Main Port | ➤ 16 trains/wk (Ferro & Chrome Ore)                       | ➤ 2.23 Mtpa (Ferro & Chrome Ore)              |

time of publishing the Network Statement. The **Annexure 33b (Capacity Statement)** contains relevant information about usable track sections, Train Path capacity (per route, *per* section, *and* per day) details of Train Path capacity

<sup>1</sup> The allocation of Train Path capacity shall be in line with the coastal and/or inland terminal and port capacity limitations. For instance, where Train Path capacity to any such facility exceeds the capacity of that facility, the IM may only allocate Train Path capacity that does not exceed the said facility's capacity limitations.

that has been lost, where applicable, per route *per* section, including the reasons for the lost Train Path capacity (e.g., Temporary Restrictions, Manual Authorisations, etc.).

- 4.3.8.3 **Annexure 33a (Point-To-Point Running Times)** can be accessed on the TRIM website for information pertaining to point-to-point running times, and distances between stations, etc.
- 4.3.8.4 The published Network Register, **Annexures 33a, and Annexure 33b** are the basis for all timetable calculations and track occupancy for the annual timetable. The TRIM is undergoing a process to review current designs and actual travel times across the network. Due to a lack of sophisticated tools, this information will not be readily available across the entire network for this publication, however it will be made available for routes where the exercise has been concluded and will be availed to Access Seekers at the time of its conclusion.
- 4.3.8.5 Although railway infrastructure capacity determination follows a scientific approach, the determined capacity holds true insofar as the assumptions applied by the practitioner are concerned, and it is affected by an element of vulnerability that the network is subjected to. The Network Register (Annexure 33), which must be read in conjunction with **Annexure 33b (Capacity Statement)**, aims to state the total theoretical capacity *per section*, allocated capacity and unused capacity that can be applied for by other Access Seekers at the time of its publishing. Quarterly reviews and updates will be published as addenda to the prevailing timetable period's Network Statement. Changes to network condition and capacity, outcomes and lessons learnt from the Route Logistics Forum will be considered when constructing the optimised Train Timetable for the next Timetable Period as outlined in Chapter 6 of this Network Statement.

## 4.4 CAPACITY APPLICATION PROCESS

### 4.4.8 TRAIN PATH APPLICATION PROCESS

- 4.4.8.1 Applications for capacity must be submitted before or in the year preceding the timetable period as specified in Table 16 below. Once applications are processed and capacity allocated, the train service operations will commence on the Service Commencement Date agreed with the Access Seeker. The Timetable Period is in principle designed to coincide with the TRIM's financial reporting and planning cycle (1 April – 31 March).
- 4.4.8.2 Applications for access will be responded to within a reasonable time limit set by the TRIM in accordance with the Regulator's regulatory directives. As regulatory processes mature, the TRIM aims to adhere to the timelines stipulated in Table 16 below.
- 4.4.8.3 The time it takes to assess applications depends on each Access Seeker's particular details and therefore may differ between Access Seekers.

| Milestone | Timeline |
|-----------|----------|
|-----------|----------|

|                                                                                 |                                                  |
|---------------------------------------------------------------------------------|--------------------------------------------------|
| Publish of Network Statement                                                    | Per published government gazette                 |
| Annual Train Path applications                                                  | 3 months                                         |
| Assessment of Train Path Applications and second phase of applications          | 3 months                                         |
| Notification and Consultation with Access Seekers who proceeded to second round | 2 months                                         |
| Timetable for the following Execution Period and Operations commence            | One month before execution of allocated capacity |

Table 16: Typical Timelines for Train Path Application

\*TRIM will publish the timetable of dates on its website once the Network Statement is gazetted.

#### 4.4.9 AD-HOC TRAIN PATH APPLICATIONS OUTSIDE OF THE ANNUAL TRAIN PATH APPLICATION PROCESS

- 4.4.9.1 The Ad-hoc Train Path Allocation Process provides new and existing Access Seekers with the opportunity to apply for Train Paths outside of the Annual Train Path Application Process. The process caters for applications relating to short-term and long term capacity which becomes available. This process will be subject to the principles as articulated in Clause 4.8 (Capacity Allocation Principles, Prioritisation Rules and Dispute Resolution) below.
- 4.4.9.2 Access Seekers shall adhere to the same applicable criteria set out in the Annual Train Path Application process. The primary difference between the annual and the Ad-hoc Train Path Application processes is the timelines governing the submission and assessment of applications. The Ad-hoc Train Path Application process is intended to provide a shorter and more responsive allocation process, particularly where an Access Seeker has already been assessed or pre-approved against the applicable minimum requirements and the assessment can therefore focus on the requested Train Path and the availability and operational feasibility of the required capacity by the Access Seekers.
- 4.4.9.3 The intention is for the Ad-hoc allocation process to be an ongoing application process and is envisaged to progressively evolve into the primary mechanism for allocating Train Paths that become available for allocation.
- 4.4.9.4 Ongoing updated information on available spare capacity will be published on the TRIM portal for any individual or entity to participate in a fair, transparent and equitable manner.
- 4.4.9.5 For short-term access, applications for ad-hoc capacity must be submitted at least one month prior to the Access Seeker's intended date of service. Where the applicant has already satisfied the applicable minimum requirements, the TRIM will endeavour to provide an outcome, within 3 to 21 days.
- 4.4.9.6 The shorter assessment period contemplated in clause 4.4.2.5 assumes that Access Seekers that apply for Train Paths through the Ad-hoc Train Path Application Process already satisfy the minimum applicable requirements as stipulated in this Network Statement.

- 4.4.9.7 Where an Access Seeker wishes to move any Rolling Stock (e.g., from a port of entry to the Access Seeker's area of train operations in respect of the allocated Train Path capacity) across any portion of the Network (other than within a route in respect of which it has been granted Access to one or more Train Paths), requests for such movements must be submitted to the TRIM for review and assessment in accordance with the ad-hoc capacity process and the relevant provisions of the Network Statement. No cargo (including any Approved Cargo), may be conveyed as part of such Rolling Stock movement.
- 4.4.9.8 Where available capacity is constrained and prioritisation of movement is required, the TRIM will prioritise full cargo trains over Rolling Stock-only movements in order to:
- 4.4.9.8.1 Optimise the utilisation of the Network infrastructure;
  - 4.4.9.8.2 Increase traffic volumes and thereby densify the network; and
  - 4.4.9.8.3 Optimise the economic and efficient utilisation of available network capacity.
- 4.4.9.9 The TRIM will prioritise allocations that become available from capacity creation through infrastructure recovery, capacity released upon expiry of existing agreements and capacity made available due to failure by other Access Seekers to utilise the allocated capacity for allocation to such Access Seekers.
- 4.4.9.10 The existence of a Train Path Waiting List shall not create an automatic entitlement to a Train Path. Where capacity becomes available, the TRIM shall assess the suitability of that capacity against eligible applications on the Train Path Waiting List and allocate such capacity in accordance with the applicable prioritisation principles, evaluation criteria, operational feasibility requirements and non-discrimination requirements contained in this Network Statement.

#### 4.4.10 TRAIN PATH WAITING LIST

- 4.4.10.1 Where Access Seekers have submitted applications through either the Annual Train Path Application Process or the Ad-hoc Train Path Allocation Process, and such applications have successfully satisfied the applicable assessment requirements for the allocation of Train Paths, but such Train Paths cannot be allocated due to a lack of available Network Capacity at the time of application, such application will be placed on the Train Path waiting list.
- 4.4.10.2 The TRIM shall continuously review the Train Path waiting list and, where additional capacity becomes available, such capacity shall first be considered for allocation to eligible Access Seekers on the Train Path waiting list provided that no other applications by Access Seekers exist for the available capacity.
- 4.4.10.3 Where capacity becomes available and multiple Access Seekers are on the waiting list for the same Train Path or capacity segment, applications will be prioritised according to paragraph 4.8.2.5.

#### 4.4.11 APPLICATIONS FOR ACCESS ON BRANCH LINES AND FEEDER LINES

- 4.4.11.1 The TRIM will publish all qualifying B-Network lines either through a Request for Information (RFI) process to assess private-sector interest and to inform the development

of a comprehensive B-Network strategy, which may include a subsequent Request for Proposal (RFP) process or disposal where appropriate, or directly through an RFP process.

- 4.4.11.2 Access Seekers can apply to the TRIM for access to sections on the branch line and feeder network. Each application will be processed on merit and in accordance with the principles and guidelines contained in this Network Statement.
- 4.4.11.3 In terms of paragraph 6.1.4, the National Rail Policy directs the following policy statement regarding branch lines:
  - 4.4.11.3.1 The Central Planning Component shall include branch lines in the National Rail Master Plan.
  - 4.4.11.3.2 Branch lines will, by default, be categorised as non-strategic. In isolated cases, branch lines may be categorised as Strategic. The criteria that would qualify a branch line as Strategic will be determined by the DoT's central Planning Component in line with the DoT's Rail Branch Line Strategy.
- 4.4.11.4 Private Sector investment in branch lines will be included in the Private Sector Participation Programme. Specifically, where branch lines are strategic and Government cannot afford to invest, these must be put out for concessioning.
- 4.4.11.5 Branch line operators shall have access to the core network, non-core network, as well as other branch lines. Any Government entity or other stakeholder that wishes to introduce a freight and/or a passenger service on a state-owned Strategic branch line shall fund the actual costs of operating and maintaining the branch line, as well as the actual costs of operating Trains. Where a branch line on which the said Government entity or other stakeholder wishes to introduce train services is inactive and requires rehabilitation to restore it to minimum safe standards, that Government entity or other stakeholder shall also fund the required rehabilitation of the said branch line in accordance with the TRIM prescribed rail infrastructure standards.
- 4.4.11.6 All such rehabilitation and operation shall be subject to the oversight of the RSR, where applicable.
- 4.4.11.7 Municipalities are responsible for the upkeep of municipal sidings and associated rail infrastructure under their control, through maintenance and upgrade interventions.

## 4.5 ANNUAL CAPACITY APPLICATION PROCESS

4.5.1 All Access Seekers must follow the annual Train Path capacity application and allocation process to submit requests for capacity to the TRIM (please see 4.4.2 above for ad hoc Train Path capacity application guidelines).

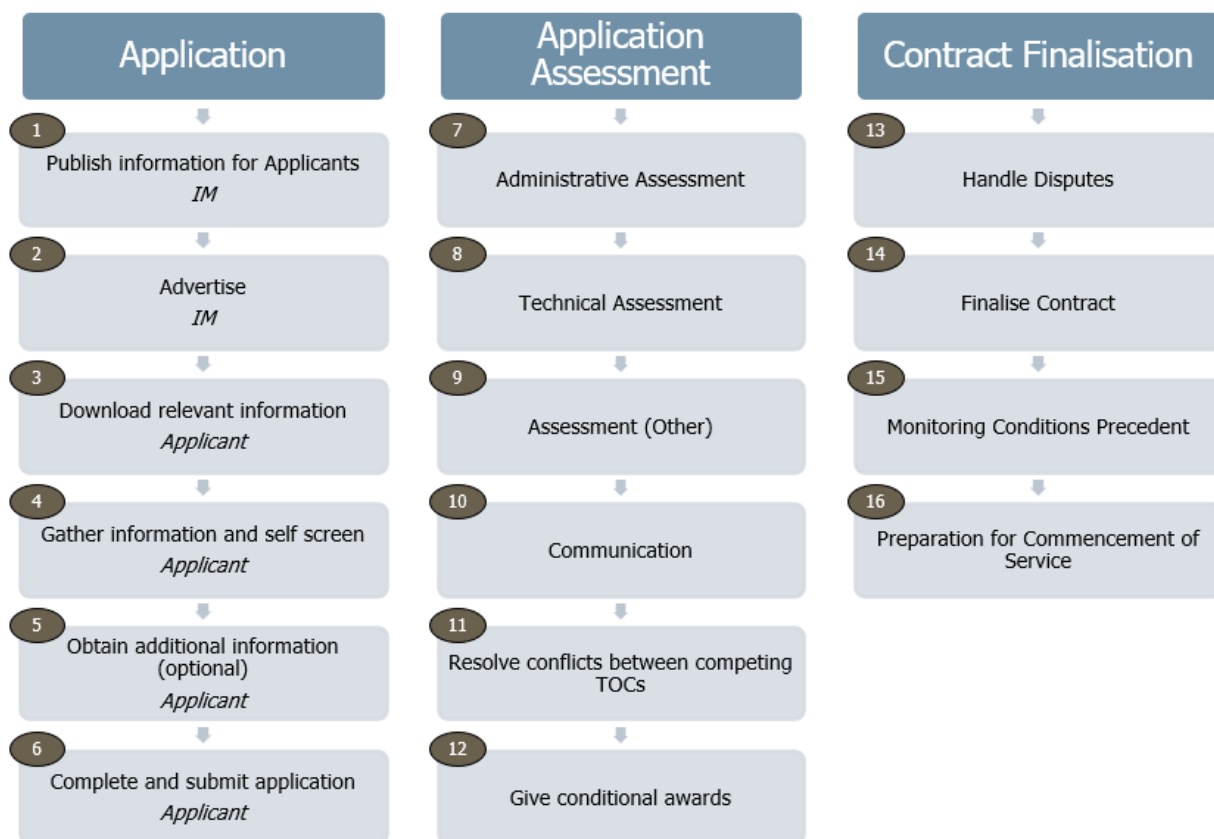


Figure 29: Train Path Application and Allocation Process  
(Source: Transnet)

4.5.2 Steps 1 to 6 of Figure 29 deal with Access Seeker submissions and will typically take place between April and June of each year (preceding operations that commence in April of the following year).

4.5.3 Steps 7 to 12 of Figure 29 deal with how application(s) will be reviewed, covering an assessment of whether the Access Seeker met all application requirements and applying pre-defined criteria to resolve conflicts between competing applications. Allocation of Train Paths will typically be done by the end of September of each year (preceding operations that commence in April of the following year).

4.5.4 Steps 13 to 16 of Figure 29 deal with finalising all pre-contracting obligations with successful Access Seekers, dispute resolution, provision of a quote (a pro-forma invoice), contracting and on-boarding to be ready to commence operations in April.

#### 4.5.5 [1] PUBLISH INFORMATION FOR ACCESS SEEKERS

- 4.5.5.1 The Network Statement is published annually together with supporting Annexures.
- 4.5.5.2 Both the Network Statement and the supporting Annexures contain information that need to be considered for the preparation of applications for access to the network. Page five (5) contains the full list of Annexures to the Network Statement.
  - 4.5.5.2.1 Other information that will be published will include links or referrals to pertinent bodies such as Passenger Rail Agency of South Africa (PRASA) and other TRIMs, the Transnet Academy Faculty of Rail (TAFoR), the Railway Safety Regulator (RSR) and the Interim Rail Economic Regulator Capacity (IRERC) or the Transport Economic Regulator (TER).
  - 4.5.5.2.2 Other information about the network designs as outlined in Chapter 2 will be contained in Annexures 2-12 which have been removed from the website for safety and security purposes and will be made available when applications are lodged. Requests for these must be submitted to the TRIM via the email addresses provided in section 1.8 and must be accompanied by a completed and signed off **Annexure 31 (TRIM Standard Non-Disclosure Agreement)** at the time of submission of the applications.

#### 4.5.6 [2] ADVERTISE

- 4.5.6.1 The TRIM will also announce the start and end date of the next period during which Access Seekers can submit their applications for network access, including applications for any specified facility services (see Chapter 7 for details on Ancillary services) via its website.

#### 4.5.7 [3] DOWNLOAD RELEVANT INFORMATION

- 4.5.7.1 The Access Seeker must access the interactive website to download pertinent, published information and documents. For this version 4 of the Network Statement, the Access Seeker must use the **Network Register (Annexure 33)** together with **Annexure 33b (Capacity Statement)** to determine which Train Paths to apply for, as well as Chapter 2 for the assessment of network attributes and experimentation with potential routes to evaluate their needs.
- 4.5.7.2 All guidelines stipulating the essential application returnable documents are provided in section 4.5.7.

#### 4.5.8 [4] COMPILE APPLICATION AND SCREEN SUBMISSION

- 4.5.8.1 In the process of compiling the Application, Access Seekers must complete a **Self-screening Checklist (Annexure 25)**. The primary objective of this checklist is to ensure that Access Seekers verify if they meet key requirements and capabilities prior to proceeding with the subsequent phases of the application process. This checklist is to be furnished as the cover page of the application. It allows Access Seekers to ascertain whether the stated capabilities will be established by the commencement of operations.

#### 4.5.9 [5] OBTAIN ADDITIONAL INFORMATION (OPTIONAL)

- 4.5.9.1 Access Seekers are encouraged to pose any clarification questions on published information, available network capacity and services to the TRIM. The TRIM is responsible for providing responses to these queries within a reasonable timeframe.
- 4.5.9.2 Should Access Seekers require other specific information related to detailed designs of the network and condition assessments of specific sections of the Network, the TRIM can provide this information (if available) on request. This can be done on condition of the completion and submission of **Annexure 31: TRIM Standard Non-Disclosure Agreement**.
- 4.5.9.3 The Access Seeker may organise any required site visits with the TRIM to physically assess the route and all key locations on the routes they wish to apply for. The costs of such visits, including for instance, travel, accommodation, and meals will form part of the application fees chargeable at the time of application for TRIM employees. Visits may be organised in groups of different Access Seekers. Representatives from the TRIM will accompany the Access Seeker representatives on site visits and will attempt to answer all clarification questions.

#### 4.5.10 [6] PREPARE AND SUBMIT APPLICATION

Access Seekers are required to complete the application form (**Annexure 29a: Network Access Application Form**). Applications for Train Paths must be submitted before the closing date as communicated on the TRIM website (see also table 16 for timelines). The TRIM reserves the right to reject late applications.

An application needs to be submitted for every route or Train Path applied for and must be accompanied by a fully completed **Self-Screening Checklist (Annexure 25)**. The application must also cover the following key requirements and/or information:

- 4.5.10.1 An indication of any requirement for Rail Yards and other TRIM facilities required to fulfil the Train service;
- 4.5.10.2 An appropriate operating model that indicates how the Access Seeker plans to operate its Trains as close as possible to the Master Train Schedule (MTS) design and how it will improve operational efficiency, especially travel time;
- 4.5.10.3 Access Seekers must indicate what train communication equipment they intend to use. It is imperative that this equipment be compatible with the TRIM's train authorisations system.
- 4.5.10.4 Details about capacity applied for (i.e., routes, facilities, and Train Paths), Access Seeker's Rolling Stock (Locomotives, Rail Wagons, Passenger Coaches, and other rail vehicle types) configuration and quantities, Train configuration specifications, and Train Crew details, along with commodity details, operational requirements, intermediate stoppage points, the frequency (or number of days per week) the Train Path applied for is intended to be operated, etc.

- 4.5.10.4.1 The Access Seeker must submit detailed information on Rolling Stock and Train Configuration, including drawings, specifications, quantities per Rolling Stock type, Locomotive Operating Model details, maintenance and refuelling plans, treatment measures for non-Train worthy Rolling Stock, detailed maintenance plans, and Train Configurations (allowable details are specified in Chapter 2).
- 4.5.10.4.2 The Rolling Stock and Train Configuration must be submitted for each Train Path applied for.
- 4.5.10.4.3 In cases where the Rolling Stock will be introduced to the network for the first time, it will be a Condition Precedent for the Access Seeker to submit an approval letter issued by the RSR to the TRIM prior to starting operations.
- 4.5.10.5 The Access Seeker must ensure that there are rail volume forecasts and guarantees in the form of a **Volume Confirmation Letter (Annexure 34)** between the Cargo Owner (where the Access Seeker is not the Cargo Owner) and the Access Seeker for the timetable period signed by the duly authorised representative of the Cargo Owner.
- 4.5.10.6 The **Volume Confirmation Letter (Annexure 34)** should include the duration of the contract, tonnages contracted, and confirmation of the Access Seeker as the nominated transport service provider.

## 4.6 ASSESSMENT OF TRAIN PATH APPLICATIONS

- 4.6.1 The TRIM will conduct an assessment to ascertain that all Access Seekers meet all the following stated Application Requirements:

### 4.6.2 [7] ADMINISTRATIVE ASSESSMENT

This assessment focuses on the completeness of the administrative requirements of application as well as on the accuracy and adequacy of the administrative information provided.

### 4.6.3 [8] TECHNICAL ASSESSMENT

- 4.6.3.1 The TRIM will conduct desktop assessments of the specifications of the Rolling Stock submitted in the application. These assessments will determine whether the specifications are compatible with the network configuration of the Train Path applied for. This assessment will cover fleet size, technical specifications and conditions. The application must meet all the TRIM's specifications, safety-critical considerations, and fit-for-infrastructure requirements.
- 4.6.3.2 Rolling stock not compatible with TRIM infrastructure will lead to disqualification.
- 4.6.3.3 If the Rolling Stock has been approved and will be introduced to operate on the TRIM's Network for the first time, successful Access Seekers must submit a certificate of compliance issued by the RSR within the agreed timelines as one of the Conditions Precedent. On-site sample checks of the Rolling Stock may be done as and when the TRIM requires a physical inspection of critical aspects of the Rolling Stock.

- 4.6.3.4 The Train configurations and operating model in the application must comply with the TRIM's network and yard characteristics (as prescribed in Chapter 2 of the Network Statement);
- 4.6.3.5 The Access Seeker proposed service and operating model must optimise the use of the Network.
- 4.6.3.6 The Access Seeker must meet all required minimum requirements for its crewing methodology, crew skills, qualifications, competence and further training and certification requirements. The TRIM reserves the right to subject the Access Seekers' crews/ training adequacy to identify any training gaps and have these addressed accordingly (see section 3.6.4).
- 4.6.3.7 Practical considerations are also scrutinised, encompassing various aspects such as but not limited to the following:
  - 4.6.3.7.1 Implications related to Train Path capacity executability, including factors like the compatibility of diesel Locomotives with tunnels and the positioning of the Access Seeker's Rolling Stock and Maintenance depots. Consideration is given to the ease of movement from operator depots to Train Path route locations, addressing potential issues in case of breakdowns;
  - 4.6.3.7.2 The Access Seekers' ability to meet running times and en route stoppage dwells, and where deviations may occur not to exceed the maximum allowable Train Path deviation windows;
  - 4.6.3.7.3 The potential for network congestion caused by the Access Seeker's traffic and required ancillary services;
  - 4.6.3.7.4 The impact of the Access Seeker's traffic on port capacity, port loading and off-loading capabilities, and port stacking and stockpiling capacities;
  - 4.6.3.7.5 The TRIM's capability to fulfil all Main Line, Rail Yard and facility requirements of the Access Seeker; and
  - 4.6.3.7.6 An assessment is conducted to determine if the Access Seeker needs to traverse other TRIM's network sections. In such cases the Access Seeker must provide proof that the relevant TRIMs were consulted, contracted with, and that the required route sections are operational, and that the permit the RSR granted/awarded to the Access Seeker covers such networks as well.

#### 4.6.4 [9] ASSESSMENT (OTHER)

- 4.6.4.1 The Access Seeker security plan(s) and security provision for their own / leased Rolling Stock and cargo is assessed to ensure compliance to all legislative requirements;
- 4.6.4.2 The Access Seeker must be willing to collaborate with the TRIM on Community and Social Development initiatives;
- 4.6.4.3 The Financial Health of the Access Seeker, including available funds, bank balances, pledged overdraft provisions and loans, funds, and assets available as

security, income statement, balance sheet, taxes, and social security contributions, etc;

4.6.4.4 The Access Seeker's Legislative Compliance Track Record, including confirmation that the Access Seeker has no criminal record; and

4.6.4.5 The Safety Track Record of the Access Seeker where applicable.

#### 4.6.5 [10] COMMUNICATION

After the pre-assessment of the application requirements, the TRIM will notify all relevant Access Seekers of incomplete or non-compliant submissions and provide them with an opportunity to rectify any limitations in their applications. This includes the outcome of the Rolling Stock assessment. At this stage, the TRIM and the Access Seeker will be in communication to clarify all relevant matters.

#### 4.6.6 [11] RESOLVE CONFLICTS BETWEEN COMPETING APPLICATIONS

If two or more Access Seekers meet all the application requirements for a single Train path, the path becomes oversubscribed (i.e., the congested network phenomenon). The TRIM will then apply the mechanisms outlined in the capacity allocation principles (section 4.9 below) to resolve conflicts between Access Seekers that compete for the same network capacity.

#### 4.6.7 [12] NOTIFY ACCESS SEEKERS OF CONDITIONAL AWARDS

4.6.7.1 Successful Access Seekers will be formally notified of the success of their applications for capacity, including the amount allocated of Train Path capacity allocated (where applicable) to each Access Seeker as soon as an application is fully assessed.

4.6.7.2 This notification will confirm the provisional award of a Train Path(s) and will provide successful Access Seekers with the necessary details and instructions for the contract conclusion and becoming operational.

4.6.7.3 Unsuccessful Access Seekers will also be notified during the same period of the outcome of their application evaluations, including the reasons for their application not being successful.

4.6.7.4 The notification process is aimed at ensuring transparency and efficiency in the allocation of Train Paths to Access Seekers, allowing successful Access Seekers to plan accordingly for the upcoming operational period.

### 4.7 ACCESS SEEKERS CONTRACT FINALISATION

#### 4.7.1 [13] HANDLE DISPUTES

4.7.1.1 When applications for Train Path capacity match the available capacity as per the published Master Train Schedule (MTS), and where there are no competing applications, Access Seekers will be allocated the Train Path capacity applied for outright where they meet the specified requirements.

4.7.1.2 Likewise, the TRIM may outright decline applications that greatly compromise the stability, reliability, and robustness of the MTS resulting in the erosion of Train Path capacity, and which lead to the TRIM having to undertake significantly large

reviews of the MTS, or those applications that fail to comply with minimum technical, safety, and regulatory requirements.

- 4.7.1.3 Access Seekers have the option to log disputes with the TRIM, which are then officially documented. The TRIM is obligated to respond formally to each logged dispute, providing the Access Seekers with information on the criteria used for assessment and resolution.
- 4.7.1.4 In cases of a congested Network scenario, that is where available Train Path capacity is less than the amount of applications received for the same capacity, the TRIM may propose or suggest alternative Train paths or routes, where applicable, in line with capacity allocation principles and prioritisation rules set out in paragraph 4.9, with the aim of promoting robust and conflict-free scheduling, as well as maximising the allocation of capacity to Access Seekers.
- 4.7.1.5 In the event of suggested alternatives being unsuitable or not aligning with the aggrieved Access Seekers' and all other affected parties' preferences, the aggrieved parties can raise their discomfort with the TRIM for a resolution. Should the aggrieved parties not be satisfied with the TRIM's resolution, the aggrieved parties should log their dispute with the Transport Economic Regulator, who has the regulatory authority to address disputes in line with prescribed legislative processes.
- 4.7.1.6 It is generally accepted that the regulator's ruling on the dispute is binding on all parties. The TRIM, in line with the ERT Act's section 22, can appeal the TER's resolution where the TRIM can compellingly argue that its proposed solution(s) are overall more optimal for maximising capacity utilisation. This structured process ensures transparency and fairness in resolving disputes and allocating Train Path capacity within the TRIM's business framework.
- 4.7.1.7 Disputes can be logged at any stage of the process.
- 4.7.1.8 Each dispute is logged and treated with due consideration.
- 4.7.1.9 Efforts are made to negotiate solutions that satisfy both parties, and lessons learned from these negotiations may be incorporated into the Route Logistics Forum's continuous improvement discussions to improve the overall future capacity application and allocation procedures and processes.

## 4.7.2 [14] FINALISE CONTRACT

- 4.7.2.1 Once an Access Seeker has received a conditional award for specific Train Paths and Approved Cargo, the TRIM and the Access Seeker must engage to finalise and sign the **Rail Access Agreement (Annexure 15)**.
- 4.7.2.2 The Rail Access Agreement is the sole contractual framework with the Access Seeker and encapsulates the rights and obligations as it relates to the use and utilisation of the rail infrastructure, resource or facility by that Access Seeker as a capacity holder and a person capable of conducting train operations.
- 4.7.2.3 This phase involves agreement between the parties on, among others,

- 4.7.2.3.1 Conditions Precedent;
- 4.7.2.3.2 Train Path and Cargo finalisation; and
- 4.7.2.3.3 Timelines.
- 4.7.2.4 Once the Rail Access Agreement has been finalised, the Conditions Precedent Period starts. During this period the successful Access Seeker prepares to become operational.
- 4.7.2.5 Once the Rail Access Agreement has been signed, the TRIM files all contracts and SLAs for record-keeping, compliance and management purposes.

#### 4.7.3 [15] MONITORING CONDITIONS PRECEDENT

- 4.7.3.1.1 The TRIM must obtain assurance from the TAFoR or a TETA-accredited trainer that Access Seekers have crew with all the necessary qualifications and skills. Signed Access Seekers are required to obtain certification from the TAFoR or a TETA-accredited trainer to verify all the required crew qualifications. If any skill or qualification gaps are identified, the successful Access Seeker must ensure that all relevant Train Crew members undergo the required Train crew training, assessment, and certification.
- 4.7.3.1.2 The Train Crew members of the signed Access Seeker must undergo a Route Knowledge Assessment. The Access Seeker must obtain the required route knowledge certificate and submit it to the TRIM. The TAFoR can be contacted by Access Seekers to complete this process.
- 4.7.3.1.3 Access Seekers must undergo training provided by the TAFoR or a TETA-accredited trainer in local Train working rules for the areas they are allocated a Train Path before commencing operations. This training includes brake systems, Operating Systems (SC90 and VDU warrant), Telemeters and Radios, Train Working Rules and High Voltage safety. This can be done in parallel with the RSR Safety Permit Application and will be done at the Access Seekers' own risk.
- 4.7.3.1.4 Access Seekers can apply to the TRIM for pre-running test Trains on allocated Train Paths. The same operational and technical criteria specified for the Train Path will apply to the Access Seeker's test Train, and the Access Seeker will assume full responsibility and liability for the performance and safety of the test Train.
- 4.7.3.1.5 Successful Access Seekers are required to submit a Risk Analysis of their intended operations and complete and sign the Access Seeker-TRIM **Interface Agreement (Annexure 24)**.
- 4.7.3.1.6 The Access Seeker must apply for a Rail Safety Permit from the RSR to operate before they can be allowed access to the network.
- 4.7.3.1.7 In cases where an Access Seeker's route traverses other TRIMs' network sections, such as PRASA, Municipalities, TNPA (Transnet National Ports Authority), etc., the Access Seeker must engage those TRIMs separately and the Access Seeker must enter into an Interface Management Agreement with them for their specific routes as required by the RSR. The information for identifying sections managed by other TRIM's will be available in **Annexure 6 (Simplified Classification)**.
- 4.7.3.1.8 Where the Access Seeker's required route includes line sections belonging to cross-border railways, the Access Seeker must apply for the necessary Train Path access to the relevant cross-border TRIMs.
- 4.7.3.1.9 An Access Seeker must ensure that they meet all the requirements, terms, and conditions as set out in Chapters 2 to 7 of this Network Statement and the published Rail Access Agreement.

#### 4.7.4 [16] PREPARATION FOR COMMENCEMENT OF SERVICE

- 4.7.4.1 Induction documents are finalised during the Conditions Precedent Period to ensure that the signed Access Seeker is well-informed and prepared for their operations within the network.
- 4.7.4.2 The TRIM proceeds with the on-boarding of Access Seekers to whom capacity has been allocated on all the processes relating to the daily interaction of the TRIM with the Access Seekers. This on-boarding process ensures that the successful Access Seekers are well-prepared and knowledgeable about the specific procedures and operations they will be undertaking.
- 4.7.4.3 The Access Seeker's security personnel or contracted service provider must undergo induction by TRIM Security regarding the operations of the rail line to ensure the safety and security of operations along the line.

### **4.8 CAPACITY ALLOCATION PRINCIPLES, PRIORITISATION RULES AND DISPUTE RESOLUTION**

- 4.8.1 Railway capacity allocation is a process whereby Train Path requests are granted by the TRIM to Access Seekers following the evaluation of applications for Train Paths once all application criteria has been met. Additionally, capacity allocation is carried out in a manner that ensures the best possible utilisation of the available infrastructure capacity, in a fair, transparent and non-biased manner, as well as in accordance with the applicable regulations that govern open access.

#### 4.8.2 CAPACITY ALLOCATION PRINCIPLES

- 4.8.2.1 The principles and rules upon which capacity allocation is based, aid in deciding how to allocate capacity, especially in a congested Network scenario. The generic overarching capacity allocation principles entail that, the TRIM is obliged to allocate capacity in a fair, transparent and equitable manner.
- 4.8.2.2 Consideration is made for the prioritisation of allocating capacity to applications meant for social development or social responsibility purposes, including capacity needs meant for passenger rail services, such as:
  - 4.8.2.2.1 government-subsidised commuter rail services;
  - 4.8.2.2.2 regular repetitive long-distance city-to-city passenger rail services;
  - 4.8.2.2.3 seasonal long-distance city-to-city passenger rail services (for example, during the peak periods of Easter and December holidays, etc.);
  - 4.8.2.2.4 tourism-themed passenger rail services such as steam train services; and
  - 4.8.2.2.5 ad-hoc passenger rail services that are meant for special occasions, such as passenger trains to transport patrons to sporting events and music festivals, etc.
- 4.8.2.3 Capacity remaining after allocation to Access Seekers on the waiting list has been allocated, then the remaining capacity will be availed for application through the Ad-hoc capacity application process.

- 4.8.2.4 It must be noted that applications for ad-hoc capacity for special passenger train services shall be subjected to the TRIM's ad-hoc capacity allocation process (**Annexure 32**).
- 4.8.2.5 Where two or more applicants have applied for capacity on the Network, the TRIM will consider and validate the following documentation submitted by the Access Seeker for purposes of prioritising allocations and prevent duplication of applications, the TRIM will review the following when allocating capacity:
- 4.8.2.5.1 Economic benefit/interest to the economy;
  - 4.8.2.5.2 Validate the volume commitment letters;
  - 4.8.2.5.3 Look at the optimal use of the train path per Access Seeker (longer trains, more volumes);
  - 4.8.2.5.4 Access Seeker operational readiness, i.e. Locomotive, Crews, etc;
  - 4.8.2.5.5 Consider the operating methodology of each Access Seeker in line with Corridor efficiency objectives;
  - 4.8.2.5.6 Where the access seekers have provided commitment letters from the same cargo owners the TRIM may validate the commitment;
  - 4.8.2.5.7 If the Traffic supports the road to rail drive; or
  - 4.8.2.5.8 The injection of capital investment by the access seeker.
- 4.8.2.6 The allocation of capacity should also fulfil the objectives of the TRIM, which are to:
- 4.8.2.6.1 Maximise utilisation of the Rail Network;
  - 4.8.2.6.2 Enable growth objectives of critical strategic economic sectors;
  - 4.8.2.6.3 Migration of traffic mode from road to rail;
  - 4.8.2.6.4 Accelerate transformation in the rail sector;
  - 4.8.2.6.5 Full cost recovery; and
  - 4.8.2.6.6 Inject infrastructure investment.
- 4.8.2.7 The TRIM shall ensure that the allocation synchronises Main Line and yard operations requirements and thereby ensure the enablement for Access Seekers' needs for marshalling and shunting services as required. Such that:
- 4.8.2.7.1 capacity allocation is based on specific conditions and rules (i.e., minimum technical and safety requirements, etc.) which Access Seekers need to comply with when applying for capacity.
  - 4.8.2.7.2 the conditions and rules upon which capacity allocation is based aid in deciding how to allocate capacity, especially in a congested Network.
- 4.8.2.8 To ensure fair and equitable allocation of uncommitted capacity, and to determine the most suitable Access Seeker to allocate capacity to in cases where the TRIM must make a selection, the TRIM employs specific criteria and mechanisms. These criteria and mechanisms include a combination of the Existing Contracts criteria, the Market-Based

criteria, the Cost-Based criteria and the Congested Network Conflict Resolution criteria, as detailed in section 4.8.3 below.

### 4.8.3 CAPACITY PRIORITISATION RULES

4.8.3.1 The TRIM applies various types of criteria to determine the allocation of capacity.

4.8.3.2 **The Existing Agreements or Contracts (inclusive of long-term agreements) criteria** is applied first due to the nature of the Train Paths contained in such access agreements and the provisions of section 5(2) of the ERT Act which is complied with:

4.8.3.2.1 Customers of Transnet, as well as existing concessionaires and Branch Line operators that have existing agreements and/or contracts with Transnet, prior to and as at the effective date of the ERT Act, will be given priority, with a commitment to honour these existing access agreements / contracts first (in accordance with the provisions of section 5(2) of the ERT Act that aims to secure the rights in existing access agreements).

4.8.3.2.2 As part of the process of opening applications for access, the TRIM will always publish a Capacity Statement (**Annexure 33b**) which will contain the following information:

4.8.3.2.3 the total capacity per section per route, based on the prevalent Network condition at the beginning of each Timetable Period, as declared by the TRIM;

4.8.3.2.3.1 the capacity that is the subject of existing access agreements/contracts with Transnet (many of which are supported by reciprocal volume/performance guarantees) as notified by the TRIM to any Access Seekers seeking Access in respect of Train Paths, Routes or Corridors that are the subject (wholly or partially) to such existing access agreements/contracts);

4.8.3.2.3.2 any Train path capacity that is allocated and contracted to Access Seekers in terms of Rail Access Agreements, from time-to-time thereby deriving at the available uncommitted capacity in the Network; and

4.8.3.2.3.3 Spare Train Path capacity per route per section.

4.8.3.3 Owing to confidentiality requirements and contractual obligations, the actual Train Paths that are allocated and contracted in terms of existing access agreements/contracts will not be made publicly available. Instead, this information will be declared to the TER in line with the ERT Act Chapter 2. The TRIM shall indicate the total capacity of the Network as envisaged above (in volume terms and/or number of Train Paths) as well as the uncommitted capacity that remains available to be allocated to prospective Customers on a similar basis.

4.8.3.4 The capacity that is available for application by Access Seekers is contained in **Annexure 33b (Capacity Statement)** for this Network Statement version 4. Access Seekers that operate passenger rail services, and that have existing access rights, will continue to operate in terms of their existing agreements with Transnet (as envisaged in section 5(2) of the ERT Act).

- 4.8.3.5 Additionally, when considering applications for Access to the Network, priority will be given to existing Branch Lines and other concessionaires who wish to obtain Access to a Main Line before new Access Seekers are considered on a specific route.
- 4.8.3.6 Once access agreements have been satisfied, capacity can be allocated utilising the following criteria which also applies when there is more than one Access Seeker competing for the same capacity:
  - 4.8.3.6.1 Applications for capacity that satisfy the railing of strategic export commodities and commodities that are important for economic growth as will be guided by the National Rail Master Plan will be given a higher preference.
  - 4.8.3.6.2 The following types of traffic will receive preference as guided by the National Rail Master Plan or any government instruction:
    - 4.8.3.6.2.1 Rail friendly traffic (traffic best or only served by rail) that will encourage Road-to-Rail migration; alleviate road and port congestion, and enable the National Economic Development Plan;
    - 4.8.3.6.1.2 Traffic that preserves and protects existing logistics supply chains and existing investments made by the South African Government and the private sector but is also necessary to ensure and protect rail efficiency within the Network;
    - 4.8.3.6.1.3 Traffic that will optimise network utilisation and corridor operations and maximise revenue yield for the to cover cost of operations; and
    - 4.8.3.6.1.4 Dangerous goods.

#### 4.8.3.7 Market-Based Criteria:

- 4.8.3.7.1 The rail network forms an integral part of the overall logistics and transportation infrastructure of the Republic of South Africa which includes ports, airports, road haulage and a wide array of terminals and other Cargo storage and handling facilities, all of which are required to function and expand in accordance with the Republic's macro-economic and development policies as well as applicable national and other transport plans, (including the envisaged National Rail Master Plan that is under development). It is necessary to prioritise applications that optimise the long-term rail master plans and investments of the country. Such prioritisation is not only necessary to preserve and protect existing logistics supply chains and existing investments made by the South African Government and the private sector but is also necessary to ensure and protect rail efficiency within the Network and prevent the loss of rail capacity which occur when rail networks are operated and maintained in a sporadic, opportunistic, cannibalistic, non-standardised and/or unstructured manner. In this regard the strength of rail transportation lies in its rigidity which in turn ensures predictability and on-time performance by Access Seekers.
- 4.8.3.7.2 The specialised nature of some value chains means that the efficiency of rail operations could be severely constrained by adding a diverse mix of traffic. While it is acknowledged that some corridors must accommodate mixed traffic, the trade-offs involved should be carefully evaluated. Specifically, the efficiency lost in accommodating low-volume traffic, even if capacity is theoretically available, should be weighed up against the benefits of carrying low volumes with minimal economic, income generation and growth opportunities.
- 4.8.3.7.3 It should also be considered that a certain amount of spare capacity should exist in a system to provide opportunities for expanding operations. If all available capacity is absorbed, especially by low volume traffic which is not aligned to the optimal operations of the network, the growth opportunity of products and commodities that contribute most to the country's economy, and that has the best long term commercial gain, could be severely curtailed by a lack of spare capacity if all the available capacity is absorbed by transporting low volume 'filler' products.
- 4.8.3.7.4 Preference will be given to strategically important traffic that promotes and supports socio-economic improvement objectives in alignment with network classification and National Rail Master Plan principles which guide which traffic is preferred on which parts of the network.
- 4.8.3.7.5 Preference will be given to applications for non-seasonal, standard, repetitive traffic in comparison with those Access Seekers that only want to convey seasonal traffic or traffic that shows high variance from month to month.

- 4.8.3.7.6 Applications with Train configurations and operating models that do not require significant changes to the MTS will be prioritised.
- 4.8.3.7.7 Train size will be a further consideration, in line with the above criteria, when deciding on capacity allocation. For example, when comparing an application to transport coal to the Richards Bay Coal Terminal (RBCT) using a 50-wagon train (with a gross-mass size of 2 900 tons), and an application to transport chrome to the Richards Bay dry bulk terminal using a 75-wagon train (with a gross-mass size of 4 350 tons), preference will be given to the chrome application. This approach ensures that capacity allocation prioritises efficiency and maximises the utility of the rail network.
- 4.8.3.7.8 Should the market-based mechanism criteria be satisfied by the received applications and there remains capacity available for sale, applications for the conveyance of any other commodity/cargo will be considered by the TRIM.
- 4.8.3.7.9 Principles for allocation of capacity for non-seasonal traffic such as agricultural products should be agreed with the National Rail Master Planning team.
- 4.8.3.8 Allocation of capacity for ad-hoc applications will be on a “as and when available” basis, and as a last resort if there is still capacity left after allocating to applications for the long-term use of the capacity.

#### 4.8.3.9 Cost-Based Criteria:

- 4.8.3.9.1 Under the Cost-Based allocation criteria, Train Path capacity allocation will consider the contribution by respective Access Seekers to the overall optimised reduction in operating costs, maximisation of yield and improvement in operational efficiency. Preference will be given to Access Seekers that maximise revenue, offer innovative solutions that will reduce unit cost per tonne-kilometre and will result in improved operating efficiency.
- 4.8.3.9.2 The TRIM may consider proposals from Access Seekers that are willing to contribute to funding parts of the network. While evaluating the financial model the TRIM together with the Access Seeker will analyse the options available to recover the investments, including discounted tariff, longer terms contracts, preassigned capacity, etc.
- 4.8.3.9.3 Consideration for the prioritisation of allocating capacity to applications meant for social development or responsibility purposes, including capacity needs meant for regular repetitive long-distance city-to-city passenger traffic, as well as capacity needs for seasonal long-distance city-to-city passenger traffic (during the peak periods of Easter, December holidays, etc.). Similarly, capacity needs for commuter rail traffic shall enjoy prioritisation when deciding on the allocation of capacity. Applications for special occasions, such as passenger trains to transport patrons to sporting events, musical festivals, etc. shall be subjected to the TRIM's Ad-hoc capacity allocation process.

#### 4.8.3.10 Congested Network Conflict Resolution Criteria:

- 4.8.3.10.1 Access Seekers seeking to use the full route with optimal train sizes possible on a particular route (e.g. from pit to port, instead of a section) are given precedence over those interested in only using a portion of that route.
- 4.8.3.10.2 Environmental responsibility is another factor, with a preference for Access Seekers with lower environmental risks. This evaluation includes assessing dangerous goods and the potential impact of the Access Seekers cargo on the environment.
- 4.8.3.10.3 Preference is given to Access Seekers that consolidate multiple smaller loads into larger loads (block Trains) to maximise the optimal use of the pre-published Train Paths. This approach encourages new Access Seekers with various cargo owners to consolidate traffic for a specific Train Path, and to run Trains that align closest to the optimum published Train configuration for that route.
- 4.8.3.10.4 Allocation of capacity in a congested network scenario and in the case where all Access Seekers meet the minimum requirements, alternative routes, where same exist, may be proposed to some of the affected Access Seekers for consideration.

4.8.3.11 Competing applications by Access Seekers for specific routes will be evaluated using all the criteria listed above.

4.8.3.11.1 In cases where multiple Access Seekers qualify for allocations of capacity based on the stated criteria equally, available Train Paths will be proportionally allocated.

4.8.3.11.2 Negotiations will be conducted with conflicting parties to explore the possibility of offering and allocating alternative viable Train Path(s) to address conflicts.

#### 4.8.4 DEFINITION OF CONGESTED NETWORK

4.8.4.6 The section of network infrastructure that is deemed congested is one where the available capacity is less compared to the demand or applications for capacity in that network infrastructure by the Access Seekers.

4.8.4.7 In a scenario where the network is declared congested, the TRIM may propose alternative routes or paths for some of the applications for capacity received based on the capacity allocation and prioritisation rules specified in this Network Statement. Where alternative Train Paths or routes are proposed, the TRIM shall inform the affected Access Seekers to alert them accordingly and to obtain their input and/or counter proposals for further consideration by the TRIM – see section 4.9.2 (Handling disputes) for more details.

### 4.9 LONG TERM CAPACITY PLANNING

4.9.1 Since the TRIM is responsible for further development, maintenance and the provision of access to the Network and operation of the Network, it holds that the TRIM acknowledges the need for the rail network to keep up with the changing needs of the Access Seekers and other relevant stakeholders. The need for the expansionary development of the rail network to meet rail users' needs of running longer trains, the need for running higher axle loads, and the need to support the running of higher volumes to achieve an improved network density.

4.9.2 Accordingly, and in line with the NRP, the DoT undertakes to champion, in conjunction with TRIM, TFR, PRASA, GMA, Provinces, Local Government, Transport Authorities and other significant stakeholders such as investors, operators, maintainers and suppliers, the development of a co-ordinated and integrated Rail Revitalisation Programme is essential to direct rail investment processes in a way that accelerates achievement of policy objectives and maximises return on investment.

4.9.3 It is envisaged that the TRIM and the Access Seekers, as well as other relevant stakeholders, shall feed into the DoT's efforts in establishing the NRMP and the Rail Revitalisation Programme. The outcomes of the Route Logistics Forum (see Chapter 6 of this NS) shall serve as a feeder into the DoT's rail development programmes.

4.9.4 The TRIM's initial constrained maintenance and expansion plans are detailed in Chapter 2 and in **Annexure 17 (TRIM\_5 Year maintenance Investment Plan Required)**. The TRIM will collaborate with the DoT's Rail Planning Component to refine and align these with supporting funding plans.

## **4.10 DEVIATION MANAGEMENT PRINCIPLES**

- 4.10.1 The TRIM may temporarily withdraw the infrastructure capacity or part of it on Train Paths that are out of use due to vandalism and/or chronic theft of components, technical malfunctions, an accident or damage affecting the infrastructure. In such situations, the TRIM will offer Access Seekers alternative Train Paths whenever possible. The TRIM is, however, obliged to compensate the Access Seekers for any damage arising from such disruptions unless otherwise agreed in the Rail Access Agreement.
- 4.10.2 The aim in the management of disruptions by the TRIM is to:
  - 4.10.2.1 restore normal operations without delay,
  - 4.10.2.2 minimise harmful impacts,
  - 4.10.2.3 apply transparent operating models and communication procedures, and
  - 4.10.2.4 ensure impartiality, fairness and equality.
- 4.10.3 If the operations experience major disruptions that may warrant line closure and ultimately traffic diversion onto alternative routes, the TRIM is obligated to ensure restoration of network capacity, availability and service recovery.
- 4.10.4 In respect of 4.11.1 and 4.11.3, the Interface Agreement will reflect the alternative or diversion routes such that the issuance of the safety permit or operating license by the RSR addresses such alternative or diversion routes.
- 4.10.5 The TRIM has the final say insofar as deviation management decision-making (whether to cancel, delay, hold back or reroute, which Train Paths to use during service restoration periods, etc.) is concerned.
- 4.10.6 For further information on the Train Deviation Management process refer to section 6.5.4.

## **4.11 APPROACH TO REALLOCATING REDUCED CAPACITY**

- 4.11.1 Capacity allocation follows a process wherein the network capacity is determined and declared by the TRIM based on industry practices where the revised network condition and characteristics are considered to determine the revised capacity. For transparency and where applicable, the TRIM, in consultation with Industry and relevant/applicable stakeholders, shall declare the revised capacity based on the prevailing condition and characteristics of the network, as and when the condition and characteristics of the network change. This will be followed by the temporal withdrawal of the infrastructure capacity or part of it on Train Paths that are out of use due to the change in the condition and/or characteristics of the network owing to technical malfunctions or accidental damage. In such situations, the TRIM will offer affected Access Seekers alternative Train Paths whenever possible.
- 4.11.2 Where the change in the condition and characteristic of the network lead to network capacity reducing below the contracted and allocated capacity, and the TRIM being unable to offer alternative Train Paths, the TRIM, in consultation with Access Seekers shall equitably reallocate the reduced capacity amongst the affected Access Seekers.
- 4.11.3 The TRIM will use a Tactical Volume Plan (TVP) method to ensure fair and equitable access to the rail network by all Access Seekers. This tool will deepen transparency and

accountability of TRIM's capacity allocation decisions, especially during system disruptions and force majeure events.

- 4.11.4 The TRIM shall utilise the Equal Misery principle "equitably" during periods when Train Paths demand exceeds the supply to ensure that no Access Seeker is disproportionately disadvantaged. In this regard special focus will be given to the sustainability of smaller Access Seekers on a per route basis by protecting their annual guaranteed TVP subject to their history of performance (Train Path cancellation).

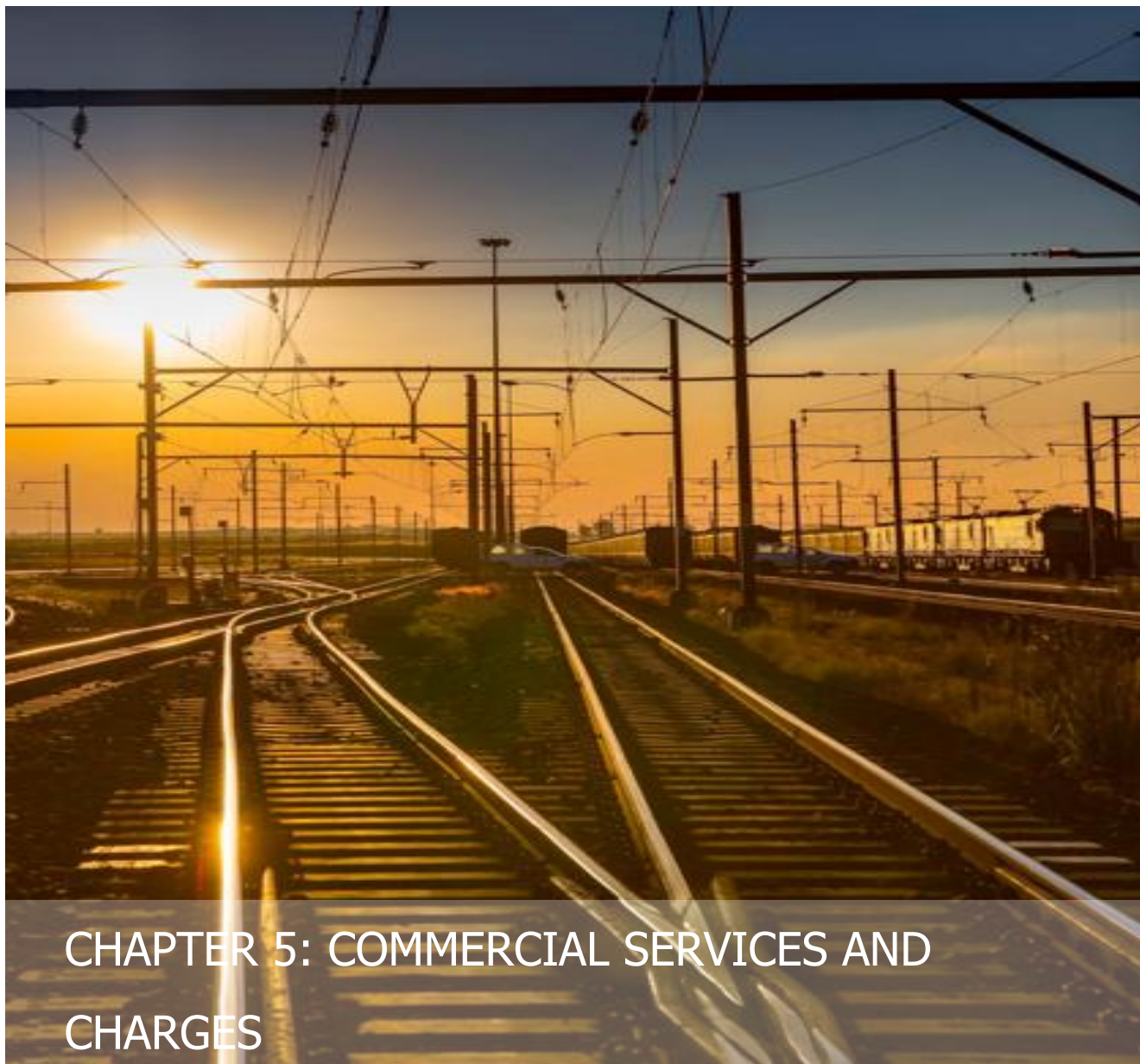
## **4.12 TRAIN PATH UTILISATION AND REALLOCATION**

- 4.12.1 To discourage non-competitive measures, capacity that is not utilised at 75% level over a period of 3 months, the "underperforming" Access Seeker's capacity will be taken away by the TRIM and allocated to the next ranked Access Seeker based on the outcome of the evaluation of applications for capacity.
- 4.12.2 For transparency and fairness, the applicable considerations to conclude on whether a given Access Seeker has indeed underperformed, the Rail Access Agreement, applicable SLA and Framework Agreement shall lay out the conditions that will be foundational to determine if a case of underutilisation of the allocated capacity is observed or not. For example, the consideration of seasonal traffic, market demand forces, geopolitical issues, and other similar considerations shall be considered before any Access Seeker is declared to have underutilised its allocated capacity or not.
- 4.12.3 Furthermore, the TRIM shall engage the Access Seeker perceived to have underutilised its allocated capacity for input. The Access Seeker's inputs will further be considered by the TRIM before final decisions are taken.
- 4.12.4 The Route Logistics Forum shall serve as the platform where the outcomes of the reallocation of underutilised capacity will be discussed with industry to improve this process.
- 4.12.5 Before any capacity is revoked and re-allocated, the affected Access Seekers shall have 15 (fifteen) Calendar Days to bring to the attention of the TRIM the reasons why the capacity was under-utilised and why it should not be revoked by the TRIM. In the event of a dispute arising out of this process, the dispute resolution mechanism championed by the TER shall be invoked (see sections 4.7.1 and 6.8 of this Network Statement).

## **4.13 CAPACITY ALLOCATION AND TRANSFORMATION**

- 4.13.1 Section 10 of the B-BBEE Act No. 53 of 2003 indicate that every organ of state and public entity must take into account and as far as is reasonably possible, apply any relevant code of good practice issued in terms of this Act in determining the qualification criteria to issuing of licenses, concessions; and developing the criteria for entering into partnerships with the private sector. To ensure compliance with section 10(1) of the B-BBEE Act of 2003, application for access to the rail corridors will include equity principles for emerging and majority-owned black operators. The process will include alignment and implementation of the principles as stated in the Rail Sub-Sector Code for BBEE.

- 4.13.2 The DoT and TRIM will develop a transitional plan to address issues related to transformation and the allocation of capacity. The plan will be implemented through a phased approach over a defined implementation period to enable the progressive introduction of new entrants and majority black-owned Access Seekers onto the rail network while balancing operational performance and contractual obligations.
- 4.13.3 During the initial phase, TRIM in consultation with the DoT, TER and industry stakeholders, will finalise the eligibility criteria for transformation beneficiaries, define the categories of qualifying new entrants, and identify corridors and train paths where capacity can be reserved without adversely affecting existing contracted operations.
- 4.13.4 A transparent application, evaluation and allocation process will be established, supported by published qualification requirements, access rules and performance obligations. Reserved train paths will be allocated on a take-or-pay basis subject to operators demonstrating operational readiness, financial capability, safety certification and compliance with the Rail Sub-Sector Code for B-BEE and Applicable Laws.
- 4.13.5 During subsequent phases, TRIM will monitor the utilisation of reserved capacity, operator performance and the impact of the programme on network efficiency through a formal monitoring and reporting framework. TRIM will publish periodic reports on the uptake and utilisation of reserved capacity, transformation outcomes, and any constraints affecting implementation and sustainability of the transformation initiatives.
- 4.13.6 Where reserved capacity is not utilised within prescribed timeframes or where operators fail to meet agreed performance standards or breach the Network Statement and Rail Access Agreement conditions or Operator permits are revoked or are suspended or permit conditions are not complied with or non-compliance to Applicable Laws arise, such capacity may be reallocated in accordance with published allocation rules to ensure optimal network utilisation. The number of train paths reserved for transformation purposes will be reviewed periodically by TRIM in consultation with the DoT and the TER, taking into account network capacity, market demand, freight growth opportunities and the maturity and sustainability of emerging operators. This phased implementation approach will enable TRIM to progressively expand participation by qualifying transformation beneficiaries while ensuring fair, transparent and non-discriminatory access to the network and maintaining the safe and efficient operation of the rail system.
- 4.13.7 The TRIM's proposal to facilitate transformation is:
- 4.13.7.1 Allocation of dedicated train paths per route where capacity is not saturated by existing contracts;
  - 4.13.7.2 The TRIM to reserve train path capacity for Transformation purposes;
  - 4.13.7.3 Reserved capacity will be offered on a take or pay basis to mitigate the risk of train paths not being utilised; and
  - 4.13.7.4 The number of train paths to be reserved for transformation purposes will be determined jointly with the DoT and the TER.
- 4.13.8 The TRIM cannot commit to reserve capacity for transformation purposes on ad hoc applications as this is dependent on Access Seeker dynamics which is intended to facilitate the fluidity of customer demand.
- 4.13.9 Key Dependencies include:
- Definition of new entrants per sector; and
- The TRIM may place reliance on existing Transnet approved categories to determine what is a New Entrant/BEE.



## CHAPTER 5: COMMERCIAL SERVICES AND CHARGES

## 5 CHAPTER 5: COMMERCIAL SERVICES AND CHARGES

### 5.1 SERVICES

#### 5.1.1 RAIL ACCESS

*5.1.1.1* The TRIM shall supply to all Access Seekers, in a non-discriminatory manner, the following in return for Access Fees:

- 5.1.1.1.1 handling of requests for railway infrastructure capacity;
- 5.1.1.1.2 the right to utilise railway infrastructure capacity which is granted based on a published timetable;
- 5.1.1.1.3 use of the railway infrastructure, including track points and junctions;
- 5.1.1.1.4 Train control including signalling, regulation, dispatching and the communication and provision of information on Train movement;
- 5.1.1.1.5 use of electrical supply equipment for traction current, where applicable;
- 5.1.1.1.6 all other information that should be provided by the TRIM and is required to implement or operate the service for which rail capacity has been granted;
- 5.1.1.1.7 In the initial stages of rail reform, access, including track access, shall be given to the following service facilities where they exist:
  - 5.1.1.1.7.1 freight terminals, which in future, once the appointed Regulator determines a methodology, may be itemised;
  - 5.1.1.1.7.2 marshalling yards and Train formation facilities, including the shunting facilities;
  - 5.1.1.1.7.3 storage sidings; and
  - 5.1.1.1.7.4 stations.
- 5.1.1.1.8 Track access shall be given to the following service facilities, where they exist (without provision of the services supplied in these facilities, since they are operated by other entities):
  - 5.1.1.1.8.1 Rolling Stock maintenance facilities, with the exception of heavy maintenance facilities dedicated to types of Rolling Stock requiring specific facilities;
  - 5.1.1.1.8.2 other technical facilities, including cleaning and washing facilities; and
  - 5.1.1.1.8.3 relief facilities.

## 5.1.2 MANDATORY OPERATIONS SERVICES TO ENABLE CONNECTION OF TRAINS TO THE NETWORK

- 5.1.2.1 The TRIM will provide a Standard Usage Time of the lines within the service facilities listed in section 5.1.1 for the purpose of preparing Trains for departure as stipulated in the final service designs of the prevailing timetabling period (Design Dwell Time).
- 5.1.2.2 The TRIM shall appoint service providers to manage yard activities related to the management of traffic for the purpose of ensuring access to the rail lines. These activities shall include:
  - 5.1.2.2.1 Marshalling of Trains into and out of the yards. This entails the process of ensuring that each Access Seeker adheres to the allocated Train Paths and times to build and depart Trains and the removal of Access Seeker NTG; and
  - 5.1.2.2.2 Removal of standing and faulty rail wagons from the common use lines within yards.
- 5.1.2.3 Should an Access Seeker exceed the allowable use time stipulated in the service design, penalties will be determined as part of the framework outlined in section 5.2.10 for implementation in future Network Statements following a phased approach

## 5.1.3 ANCILLARY FACILITIES SERVICES

- 5.1.3.1 Ancillary facilities services refer to access to facility services within the Rail Yards required by Access Seekers for the preparation of trains before entering the main line network. Access to these service facilities is managed by yard operators on behalf of the TRIM.
- 5.1.3.2 The TRIM differentiates between ancillary facilities services and operations services as the former refers to physical assets and access thereto, whereas the latter refers to operations services related to the activities performed by operators to prepare for train departure.
- 5.1.3.3 A broader outline of Ancillary facilities services and Operations Services will be provided in Chapter 7.

## 5.1.4 SERVICES NOT PROVIDED BY THE INFRASTRUCTURE MANAGER

- 5.1.4.1 Any Access Seeker wishing to use fuel facilities must reach an agreement with the operator(s) of the facilities or their nominated service provider(s).
- 5.1.4.2 Any Access Seeker wishing to use Rolling Stock maintenance and other technical facilities must consult with the operator(s) of such facilities and contract separately with them.

## 5.1.5 OCCURRENCE MANAGEMENT SERVICES

- 5.1.5.1 Occurrence Management Services shall be performed and/or procured by the TRIM in accordance with the provisions of this Network Statement read in conjunction with the Rail Access Agreement.

- 5.1.5.2 As provided in this Network Statement the TRIM shall be entitled to recover the costs of such incidents including the Occurrence Management Services from the relevant Access Seeker if and to the extent that the Parties agree or it is subsequently determined following an investigation, that such Occurrence was caused or contributed to by any act or omission on the part of the Access Seeker, including as a result of any failure to comply with the Rail Operation and Safety Requirements in accordance with this Network Statement and/or legislative requirements and/or the standard of a Reasonable and Prudent Operator.
- 5.1.5.3 Typical responsibilities for **Occurrence Management** are outlined in **Annexure 18**.

## 5.2 FEES AND CHARGES

The fees and charges that are payable by an Access Seeker in terms of this Network Statement and the Rail Access Agreement comprise the Access Fee, Occurrence Management Services Charges, Ancillary Facilities Services (optional), Yard Operations services (related to marshalling in yards) and Additional Charges. These fees and charges are described more fully below.

### 5.2.1 CHARGING PRINCIPLES AND TARIFF DETERMINATION APPROACH

- 5.2.1.1 The Minister of Transport has approved an alternative tariff determination methodology to the allowable revenue methodology proposed in the March 2024 draft version of the Network Statement which has been adopted by the TRIM for this publication.
- 5.2.1.2 The criteria used to determine the tariff was based on the current base cost of providing the service, the ability of Access Seekers to pay and the support of intermodal and global competitiveness.
- 5.2.1.3 Access tariffs were derived by incorporating stakeholder inputs, data provided by the TRIM, and global comparisons.
- 5.2.1.4 The access tariffs components were estimated as follows:
  - 5.2.1.4.1 The tariff floor is estimated based on the direct costs of the TRIM for the provision of rail access services;
  - 5.2.1.4.2 The tariff ceiling is estimated based on a segmented network Regulated Asset Base (RAB) calculation with an adjusted Depreciated Optimised Replacement Cost (DORC) valuation; and
  - 5.2.1.4.3 The differentiated tariffs will be determined by considering a demand-side analysis of the ability of Access Seeker to pay for rail access services (bottom-up approach).
- 5.2.1.5 The access tariff was recommended by IRERC based on submissions from the TRIM and feedback from the public. It is expected that the TRIM's access tariffs should adopt a two-part approach, viz. one based on train kms and the other on gross ton kms.
- 5.2.1.6 Future regulatory methodology will be developed and published by the sector regulator once established.

## 5.2.2 PRICING PRINCIPLES

- 5.2.2.1 The TRIM will charge access fees, approved by the Minister of the Department of Transport in 2026, for access to the network.
- 5.2.2.2 Ancillary Facilities Services Fees and Yard Operations services required by the Access Seeker for the purpose of train preparations will be charged separately. These services are explained in more detail in Chapter 7.

## 5.2.3 ACCESS TARIFFS OR FEES

Currently, a differentiated access tariff regime with varying tariffs per commodity or corridors will apply. The differentiated tariff will be a two-part tariff where one tariff is based on train kms and the other on GTKs. Access fees in Table 17 applies from 1 August 2026 and will be amended to coincide with the TRIM's financial reporting and planning cycle (1 April – 31 March) or as determined by the IRERC or TER.

| Categories                           | Tariff per Trainkm<br>(Rand) | Tariff per GTK<br>(cents) |
|--------------------------------------|------------------------------|---------------------------|
| OreCor (Iron Ore)                    | 680                          | 3.54                      |
| OreCor (Manganese Ore)               | 680                          | 5.53                      |
| Coal Exports NorthCor                | 260                          | 6.03                      |
| Intermodal & Motor Vehicles*         | 30                           | 4.41                      |
| Mineral Exports                      | 30.75                        | 9.00                      |
| Grain & Tankers                      | 30                           | 6.96                      |
| Other General Traffic                | 30                           | 9.50                      |
| Metro Trains & Passenger < 12 Wagons | 50                           | 0.0                       |
| Passenger Trains > 12 Wagons         | 60                           | 0.0                       |
| Loose Locomotives                    | 12                           | 0.0                       |

Table 17: Rail Access Fees applicable for 2026/27

\*\*\*Note: This includes empty wagon movements to and from workshops.

\*\*\*Tariff's Excludes Traction Electricity - Traction Electricity will be a pass-through cost to users of Traction Electricity

## 5.2.4 INVOICING AND PAYMENT

- 5.2.4.1 Invoicing and Payment are regulated under clause 11 of the Rail Access Agreement.
- 5.2.4.1.1 Access Fees and Additional Charges (if applicable) shall be invoiced monthly in advance.
- 5.2.4.1.2 All Penalties (if applicable), Occurrence Management Services and pass-through Electricity costs.
- 5.2.4.2 Paragraph **6.4.1 MONTHLY TRAIN PLANNING/SCHEDULING PROCESS** describes the process that is used to generate the invoice for the Rail Access Fees

- 5.2.4.3 On or before the 26th (twenty sixth) calendar day of each calendar month, the TRIM will generate an invoice for the Customer. There are two components to this invoice.
- 5.2.4.3.1 Rail Access services to be executed at a future date, starting approximately 30 days from the invoice date.
- 5.2.4.3.2 Penalties, Occurrence Management Services and pass-through electricity costs that were incurred in respect of the preceding month.
- 5.2.4.3.3 If applicable, Ancillary Services will also be charged in advance.
- 5.2.4.4 VAT will be levied where applicable.
- 5.2.4.5 The invoice payment will be due within 5 days of receipt.
- 5.2.4.6 Any amounts which are due and payable by the Access Seeker to the TRIM but unpaid shall bear interest at the Default Interest Rate, calculated daily from the day following the date on which they became due and, compounded monthly in arrears. Any change in the Default Interest Rate shall be applied from the first day of the next Month.
- 5.2.4.7 Any payment(s) due by one Party to the other under this Agreement are to be made in South African Rands through electronic funds transfer to the nominated bank account of the TRIM.
- 5.2.4.8 Save as otherwise provided in the Rail Access Agreement, all sums payable by any Party shall be paid free and clear, and without any demur, delay, deferral, deduction, withholding, set-off or counterclaim and as contained in the International Financial Reporting Standards, unless it is required by law or is expressly permitted or required under the Rail Access Agreement.
- 5.2.4.9 Once the TRIM offers ancillary services, the invoicing process for those services will be published.

## 5.2.5 FINANCIAL ARRANGEMENTS

- 5.2.5.1 All Access Seekers shall provide the TRIM with a Guarantee equivalent to 10% (ten percent) of the annual aggregate of the Access Fees for the GTK's comprising the Train Paths allocated to the Access Seeker in respect of a given Contract Year.
- 5.2.5.2 See Annexure 30: Credit Application Form.
- 5.2.5.3 Even though the Access Seeker has provided the TRIM with a Guarantee, the Access Seeker remains liable to pay for the total Train Paths granted in a particular month.
- 5.2.5.4 If the Access Seeker fails to make payment (Access Fees and Additional Charges) due by it to the TRIM, the TRIM shall be entitled to present the Customer, as well as the applicable Guarantor, with a written notice ("Compliance Notice"). This will state full particulars of the Access Seeker's failure to effect payment as well as the outstanding amount due by the Access Seeker. The TRIM will request the Access Seeker to remedy such non-compliance within 10 (ten) Business Days of the date of receipt or the deemed receipt of such Compliance Notice.

5.2.5.5 If the Access Seeker fails to pay the amount due, the TRIM shall commence with the process of liquidating the Guarantee to defray its costs of service to the Access Seeker.

5.2.5.6 The Access Seeker and the Guarantor shall not be permitted to withdraw, revoke, replace or modify the Guarantee that is provided to the TRIM in terms of this financial arrangement without the prior written consent of the TRIM.

## 5.2.6 CHARGES FOR MANDATORY YARD OPERATIONS SERVICES TO ENABLE TRAIN PREPARATION AND CONNECTION OF TRAINS TO THE MAINLINE NETWORK

5.2.6.1 Mandatory yard operations services refers primarily to marshalling which is defined by the TRIM as the act or process of directing the building of trains in a marshalling yard by way of sorting or organising Rolling Stock (primarily rail wagons) into a specific order, taking into account (a) safety requirements (for example, to avoid coupler breakages owing to excessive train dynamic and coupler forces, empty wagons should be marshalled as the last block behind the rest of the loaded wagons where both sets of wagons should be built onto one train), and (b) optimal blocking (where different consignments (also known as blocks) are organised on a train so that enroute shunting is minimised by placing the blocks in a specific order.

5.2.6.2 The above activities are initiated by a yard planning and countdown process which is an extension of the Integrated Train Planning process required to ensure that the movement of trains is synchronised across the network. These services are also regulated as they are performed by the Yard Operators on behalf of the TRIM to complete its service. The costs are passed on to Access Seekers based on usage.

2.11.1.2. These services DO NOT include Shunting, Train preparation and inspection.

|                               | Charging Principles                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Yard Planning and Marshalling | <p>The length of the train and the yard configuration determines the number of personnel, duration, energy/fuel, locomotive types required to efficiently perform the marshalling.</p> <p>The TRIM will categorise the network into the following sub-categories for the purpose of determining the marshalling charges.</p> <ul style="list-style-type: none"><li>a) General Freight Business (GFB) &lt;= 50 wagons</li><li>b) Mini-heavy haul - &gt; 50 wagons to &lt;=106 wagons</li><li>c) Heavy haul - &gt;106 wagon</li></ul> |

\*\*\*Note Charges in this table are indicative, a new, more cost reflective charging model will be published in the next volume of the Network Statement

Table 18: Marshalling Charges

## 5.2.7 ANCILLARY FACILITIES SERVICE CHARGE AND PRINCIPLES

- 5.2.7.1 Ancillary Facilities and Operational Services form an integral component of the overall service offering to Access Seekers. Since the previous version of the Network Statement, significant progress has been made in formally defining, scoping and categorising Ancillary and Operational Services.
- 5.2.7.2 These services have now been clearly delineated according to service type, asset base and operational interfaces, with costing models currently being finalised to ensure alignment with regulatory principles and non-discriminatory access requirements.
- 5.2.7.3 The applicable charging framework for these services will be incorporated in the future version of the Network Statement. In the interim, Access Seekers should refer to Chapter 7 for a consolidated description of the defined Ancillary and Operational Services.

## 5.2.8 OCCURRENCE MANAGEMENT SERVICE CHARGES

- 5.2.8.1 Subject to the provisions of Insurance, in the event of an Occurrence that is caused by or is attributable to any actions or omissions of the Access Seeker or its personnel, contractors, subcontractors and/or service providers, as determined in terms of the Network Statement, the Rail Access Agreement and/or any Interface Management Agreement, the Access Seeker shall be liable for the Occurrence Management Services Charges incurred by the TRIM in the provision of Occurrence Management Services, and such Occurrence Management Services Charges shall be recoverable from and payable by the Access Seeker and shall be included in the relevant monthly invoice issued to the Access Seeker.
- 5.2.8.2 All Occurrences are not the same and therefore the Occurrence Management Services Charges shall be determined after each Occurrence (at the conclusion of the investigation) with regard to the costs incurred by the TRIM in providing and/or procuring the Occurrence Management Services required to restore the operation of the Network and shall be apportioned to the responsible Party at the relevant time. Where charges are incurred by an Access Seeker, they will be apportioned to relevant party after incident investigation.

| Occurrence Management Services Charges                                                                                                                                                                                                                                                                       | Charging Principles                                                                                      | Service Charge                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| In addition to the Occurrence Management Services set out in section 6.5.6, the operation of the Access Seeker's Locomotives with the guidance of a Pilot, and any other action required to be taken by or on behalf of the TRIM in order to resolve an Occurrence and restore the operation of the Network. | The TRIM shall procure these services, and the costs shall be recovered from the relevant Access Seeker. | These shall be determined from time to time, and the TRIM reserves the right to add to the list of chargeable costs as these are identified. |

Table 19: Occurrence Management Services Charges

## 5.2.9 ADDITIONAL CHARGES

The costs of electricity traction shall be recovered from those users that utilise electrical traction only. The electricity traction costs shall be a pass-through cost to the users that use electricity traction in accordance with their usage.

|                                          | Charging Principles                                                                                                                                                                                                                                                                                                                                                                       | Charge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Traction Electricity usage charge</b> | The costs of electricity traction shall be recovered from those Access Seekers that utilise electrical traction only, therefore this charge shall be excluded from the costs that are shared among all Access Seekers.                                                                                                                                                                    | <p>Traction electricity is aggregated at a corridor level and allocated based on the service design specification per flow using electric locomotive GTK's as a driver.</p> <p>Consideration was given to applying a tariff per corridor, however, that means if a flow traverses multiple corridors, it will require a rate per corridor which complicates the billing system further.</p> <p>This is purely a pass-through cost based on the estimated electric GTK's and Traction electricity costs per category.</p> |
| <b>Application Admin Fee</b>             | <p><b>1. Upon application</b></p> <p>This fee covers the administrative and operational activities associated with processing an individual Train Path application, notably Site visits and inspections, technological integration, specialised due diligence, regulatory compliance and office overheads. This covers the evaluation process up until the capacity allocation stage.</p> | <p><b>1. Upon application</b></p> <p>i. If the rail capacity is intended for freight transport, the application fee is R125 000 <i>per Train Path</i>, subject to annual escalation. The application fee is not refundable.</p> <p>ii. If the rail capacity is intended for passenger transport (long distance, metropolitan and tourism), the application fee is R42 000 <i>per Train Path</i>, subject to annual escalation. The application fee is not refundable.</p>                                                |
|                                          | <p><b>2. Upon approval of Capacity Allocation</b></p> <p>Additional expenses incurred at the request of the access seeker will be for the access seekers account. (includes and not limited to trolley trips, in-situ inspections, pre-feasibility studies, testing of trains etc)</p>                                                                                                    | <p><b>2. Upon approval of Capacity Allocation</b></p> <p>Costs as incurred.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                          |

Table 20: Additional Charges

## 5.2.10 PENALTIES

5.2.10.1 There are multiple causes of service deviations other than those arising from Force Majeure Events. TRIM, in consultation with the Department of Transport, is developing a Penalty Framework to support improved operational performance and contractual compliance. The Framework will be informed by Government policy, the Economic Regulation of Transport Act, applicable legislation, and international good practice.

- 5.2.10.2 The implementation of the Penalty Framework will be phased to promote operational stability, transparency and predictable behavioural change before the introduction of financial consequences.
- 5.2.10.3 During the transitional period, the following shall apply:
- 5.2.10.3.1 Performance against the agreed service levels will be monitored and reported to Access Seekers.
  - 5.2.10.3.2 Performance data will be used to establish benchmarks, identify recurring causes of non-performance and refine the Penalty Framework.
  - 5.2.10.3.3 TRIM will develop and implement the information technology systems, operational tools and supporting processes necessary to accurately measure, record, monitor and administer performance and any associated penalties. Financial penalties will only be implemented once these systems have been tested and are capable of supporting the fair, transparent and consistent application of the Penalty Framework.
  - 5.2.10.3.4 No financial penalties, other than those expressly provided for in the Rail Access Agreement, shall be imposed until the Penalty Framework has been approved and implemented.
  - 5.2.10.3.5 TRIM will provide Access Seekers with not less than three (3) months' written notice of the implementation of any new penalty provisions or amendments to existing penalty arrangements.
- 5.2.10.4 It is acknowledged that section 7(1)(e) of the ERT Act, 2024 requires a Rail Access Agreement, at a minimum, to contain the agreed access fees, associated conditions of service and any penalties for non-performance agreed between the parties. Accordingly, until such time as the TER is fully established and empowered to exercise its functions under the Act, any penalties applicable under a Rail Access Agreement shall be limited to those agreed contractually between TRIM and the Access Seeker and shall be administered in accordance with the terms of that Rail Access Agreement.
- 5.2.10.5 Once the TER is operational and vested with the relevant statutory powers under the ERT Act, 2024, TRIM will review and, where necessary, amend the Penalty Framework and the standard Access Agreement to ensure consistency with any determinations, rules, guidelines or directives issued by the Regulator. Relevant stakeholders will be consulted prior to the finalisation of the Penalty Framework and the standard Rail Access Agreement. The imposition, review and enforcement of penalties shall be subject to the oversight and regulatory powers of the TER as provided for in the ERT Act, 2024.
- 5.2.10.6 The aspects of the Penalty framework applicable immediately are listed below.
- 5.2.10.7 The section on penalties is structured in terms of Penalties that are applicable to the TRIM, and penalties applicable to Access Seekers.

#### 5.2.10.8 Penalties applicable to the TRIM

5.2.10.8.1 Penalties shall be incurred by the TRIM, as calculated according to the formulae provided upon occurrence of the following action or event:

5.2.10.8.1.1 Deviation on contractual Train Path allocation agreement.

5.2.10.8.1.2 Train Path cancellations caused by the TRIM.

5.2.10.8.2 The TRIM's liability for Penalties that may be incurred shall be assessed and calculated within a period of 20 (twenty) Business Days of the completion of each Contract Year. If such liability is established or determined, the Access Seeker shall be entitled to invoice the TRIM for such Penalties (together with any VAT thereon if applicable).

| Penalty item                                             | Procedure for evaluating penalties | Charging principles                                                                                                                                                                                          | Charge                                                                                                                                                                            |
|----------------------------------------------------------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deviation on contractual Train Path allocation agreement | Contract / SLA / Agreement         | TRIM will offer the Access seeker a replacement Train Path and in an event that the Access Seeker doesn't accept the replacement Train Path; TRIM will process a credit note in favour of the Access Seeker. | Full Train Path fee will be refunded in case the Access Seeker doesn't accept the replacement Train Path, subject to limitation of liability clause in the rail access agreement. |
| Train Path cancellations caused by the TRIM              | Handshake and Clearing house Forum | TRIM will offer the Access Seeker a replacement Train Path and in an event that the Access Seeker doesn't accept the replacement Train Path; TRIM will process a credit note in favour of the Access Seeker. | Full Train Path fee will be refunded in case the Access Seeker doesn't accept the replacement Train Path, subject to limitation of liability clause in the rail access agreement. |

Table 21: TRIM Penalties

#### 5.2.10.9 Penalties applicable to Access Seeker

5.10.10.9.1 In the 2026/27 FY, TRIM will implement cancellation Penalties applicable to Access Seekers.

| Penalty item  | Charging principles                                                                                                                                                                                                                                          | Charge                                                                               |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Cancellations | <p>Cancellations must be managed in accordance with Section 6.5.7.</p> <p>Determination of Penalties:</p> <ul style="list-style-type: none"> <li>i. Cancellations before the weekly Do-ability, the TRIM will pass credit for Train Paths paid in</li> </ul> | Full Train Path Access Fee for Full Cancellations 72 hours or less before departure. |

| Penalty item | Charging principles                                                                                                                                                                                                                                                                                                                                                                                                                                 | Charge |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|              | <p>advance if the TRIM is able to reallocate the Train Path to another Access Seeker.</p> <p>ii. Full Cancellations 72 hours before departure, the TRIM will pass credit for Train Paths in advance if the Train Path is reallocated.</p> <p>iii. Full Cancellation within 72 hours up to scheduled departure time, where the cancellation is not due to a Force Majeure Event, the Access Seeker will forfeit the access fees paid in advance.</p> |        |

Table 22: Access Seeker Penalties

#### 5.2.10.10 Penalties to be implemented later

5.2.10.10.1 Penalties will only be raised once the Penalty framework has been developed and approved.

5.2.10.10.2 Implementation will be in a staggered fashion.

5.2.10.10.3 The TRIM will provide information on the additional penalties to the Access Seeker at least three months prior to implementation.

5.2.10.11 If and to the extent that the occurrence of any of the actions or events described in this section are caused by a Force Majeure Event and/or the actions or omissions of the TRIM, the Access Seeker shall not be liable for the associated Penalties that have been incurred.

5.2.10.12 In the event that any Penalties are determined to be penalties in terms of the Conventional Penalties Act 1962, the relevant Party shall be entitled to claim damages in lieu of, and in an amount equivalent to, the relevant Penalties from the Party that has incurred such Penalties.

### 5.2.11 ADDITIONAL CHARGES APPLICABLE TO ACCESS SEEKERS

5.2.11.1 Additional charges shall be incurred by the Access Seekers upon occurrence of the following actions or events:

1. Yard usage time exceeded;
2. Rail wagons standing (loaded or empty) in a Rail Yard exceeding yard usage time;
3. Locomotives staged between Trains in a Rail Yard;
4. Delayed arrival or departure of a Train at or from a Rail Yard, passing loop, Loading, or Off-loading Site;
5. Cancellation of Train Path;
6. Overloading of rail wagons;
7. Underloading of bulk and break-bulk rail wagons; and
8. Skew loading of Trains.

5.2.11.2 Additional charges shall be incurred by Access Seekers, for each instance in which an event delays, hinders or otherwise negatively impacts operations within any Rail Yard,

or which negatively impacts, hinders or prevents adherence by the TRIM to the ITP and/or the MTS or which negatively impacts the rail operations of other Access Seekers, whether or not such actions or events result in any Cancellations of Train Path(s) by the TRIM.

5.2.11.3 If and to the extent that the occurrence of any of the actions or events described in this section are caused by a Force Majeure Event and/or the actions or omissions of the TRIM, the Access Seeker shall not be liable for the associated charges that have been incurred.

5.2.11.4 If and to the extent that the occurrence of any of the actions or events described in this section are caused by a Force Majeure Event and/or the actions or omissions of the Access Seeker, the TRIM shall not be liable for the associated charges that have been incurred.

| Item                                                                          | Charging Principles                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Yard Usage Time in Yard Exceeded</p> <p>(Applies to all Rolling Stock)</p> | <p>Where an Access Seeker exceeds the standard Yard Usage Time allocation as per service design for any unplanned reason other than force majeure, such as NTG wagons, port delays, breakdowns etc., the Access Seeker will incur penalties for every minute exceeded in the yard. Applicable penalty charges per yard will be calculated at the time of contracting and will form part of the final Service Level Agreement (SLA) between the TRIM and the Access Seeker as an annexure to be attached to the Rail Access Agreement.</p> <p>The Access Seeker will not be permitted to exceed the Yard Usage Time. Should the Access Seeker exceed the Yard Usage Time by more than 30 (thirty) minutes the train shall be deemed to have been Cancelled by the Access Seeker at the IM's reasonable discretion. The train shall thereafter depart on the next available Train Path, as determined by TRIM in its sole and absolute discretion. The Access Seeker shall be liable for the lost revenue associated with the cancelled Train Path. A penalty will be charged for every minute that the Yard Usage Time in the Yard is exceeded.</p> <p>Charges for Yard Usage Time in Rail Yards will be calculated as follows:</p> <p><b>Yard Usage time Exceeded charge = (Total Dwell time – Designed Dwell time in yard)</b></p> <p>Greater than 30 minutes, the Access Seeker will pay charges as determined above plus the opportunity costs of the next Train Path based on the next Train scheduled on the ITP.</p> <p>This principle will also cover any departure delays (loaded and empty wagons)</p> |
| <p>Overloading of a Rail Wagon in excess of its Maximum Carrying Capacity</p> | <p>Should a Rail Wagon be loaded in excess of its Maximum Carrying Capacity be detected during or after cargo delivery, the charges calculated on the actual Mass conveyed in the Rail Wagon as determined, shall furthermore be subject to an Overloading Charge as stated below.</p> <p>The Overloading Charge shall be calculated using the Access Seeker Declared Mass on execution or net Mass if overloading is detected in-transit. The overloading penalty charge will be calculated as follows:</p> <ul style="list-style-type: none"> <li>• The Access Seeker's access fee will be used as basis for computing overloading charges. On top of the normal rate (based on actual mass), additional overloading charges will be levied.</li> <li>• Overloaded wagons will be charged at different rates for different levels of overloading (higher charge rates will apply for larger levels of overloading)</li> <li>• Wagons that are overloaded by more than 3 tons shall not be allowed to proceed to its destination due to safety considerations.</li> <li>• Any rail wagon or train that is not accepted by the TRIM due to incorrect loading (skew loading or not in accordance with the loading profile) must be removed and, unless</li> </ul>                                                                                                                                                                                                                                                                                                                                                |

| Item                                         | Charging Principles                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                              | corrected by the Access Seeker before the scheduled departure time, all costs associated with such delay shall be for the account of the Access Seeker.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Underloading bulk and break-bulk rail wagons | <p>Underloading can be a safety hazard depending on the load profile. It can cause derailments on the line. Rail wagons that are underloaded by 10 tons and more should be carded off.</p> <p>The TRIM's objective is to maximise rail usage and migrate traffic from road to rail (measured in tonne kilometre). Access Seekers who underload their trains will pay the full Train Path fee, but the TRIM reserves the right to reallocate the Train Path to other Access Seekers who will fully utilise the Train Path capacity after identifying a trend of under-loading during its quarterly reviews.</p> |
| Skew Loading                                 | <p>Cargo loaded in wagons in a manner that is it not spread uniformly over the length and width of the rail wagon as per loading profiles in Annexure 22 will be liable to charges. It is the responsibility of the Access Seeker to ensure that skew-loaded wagons are corrected before the train proceeds with its journey.</p> <p>Delays caused by the process of correcting skew loading will be treated the same as stated in the Yard Usage time exceeded principles.</p>                                                                                                                                |

#### 5.2.12 ESCALATION OF ACCESS FEES

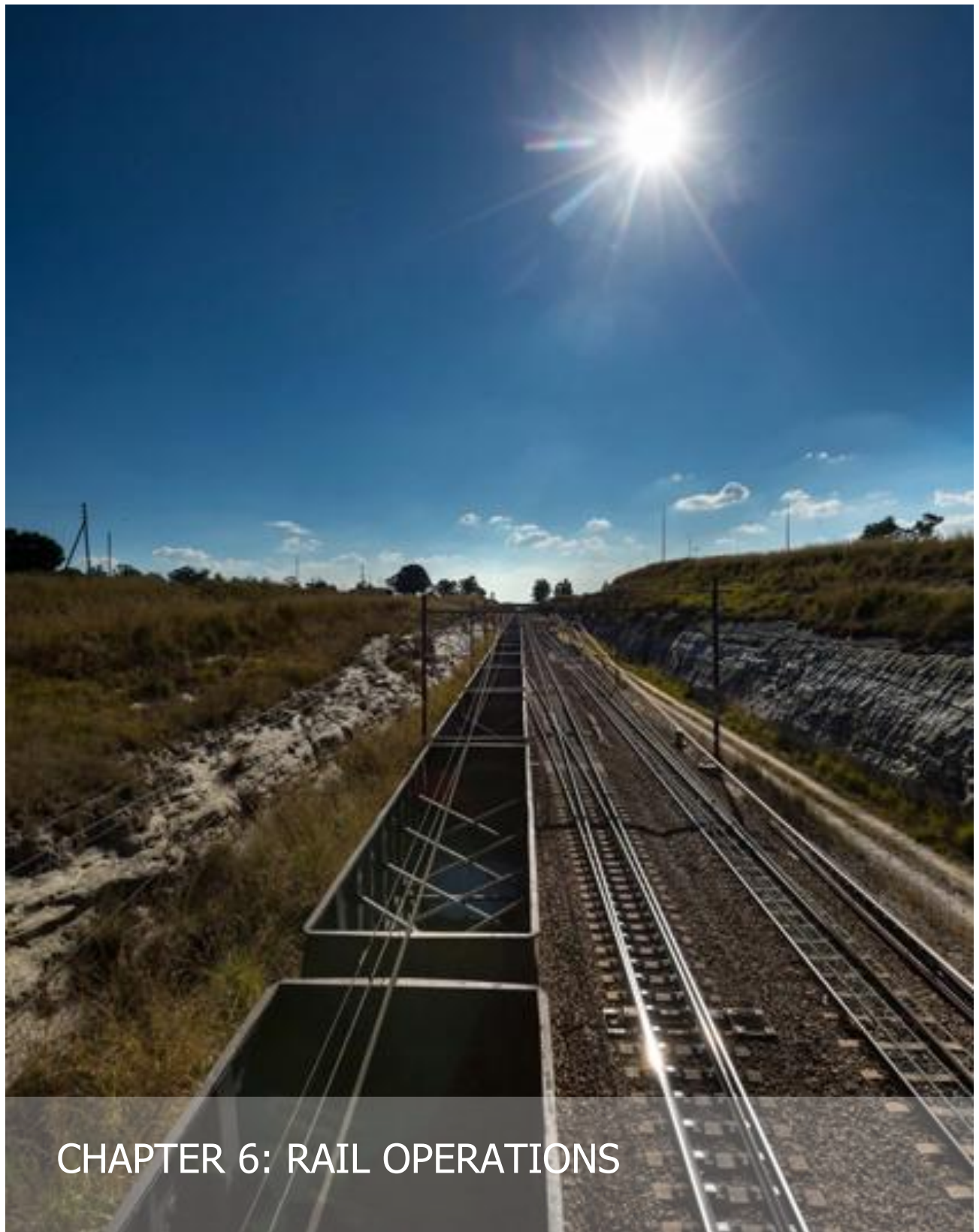
- 5.2.12.1 It is the intention of the TRIM to transition to multi-year determination of Access Fees and other charges for specified periods of multiple years, however this process must be negotiated with the sector Regulator once established.
- 5.2.12.2 The TRIM annually submits an application for tariffs for the next financial year to IRERC. Tariffs applied for are based on direct costs and required revenues. Final tariffs are approved by IRERC.

#### 5.2.13 ESCALATION OF ADDITIONAL CHARGES

Additional Charges (including the Occurrence Management Services Charges) shall be escalated annually by a percentage equal to PPI. Such escalation shall take place on and with effect from the first day of the second Contract Year and of each subsequent Contract Year.

#### 5.2.14 NON-UTILISATION DURING PRODUCTION PERIOD

Should an Access Seeker fail to use the allocated Train Paths on the 24-hour ITP due to reasons other than Force Majeure Events, the Train Paths will be deemed as cancelled by the TRIM and any access fees paid for use of the Train Paths will be retained by the TRIM. Should the TRIM fail to provide Access Seeker-contracted Train Paths due to reasons other than Force Majeure Events and Planned Occupations, this will be deemed as a cancellation by the TRIM. The TRIM will pass a full credit for the Train Path that has been paid for upfront but could not be made available.



## 6 CHAPTER 6: RAIL OPERATIONS

### 6.1 INTRODUCTION

This chapter provides an overview of the pre-production scheduling, day of operation and post-production reconciliation processes, providing the key governing operational traffic management process principles and the key responsibilities of the TRIM and Access Seeker in every process.

A summary of the processes covered in Chapter 6 is provided in Figure 30 below:

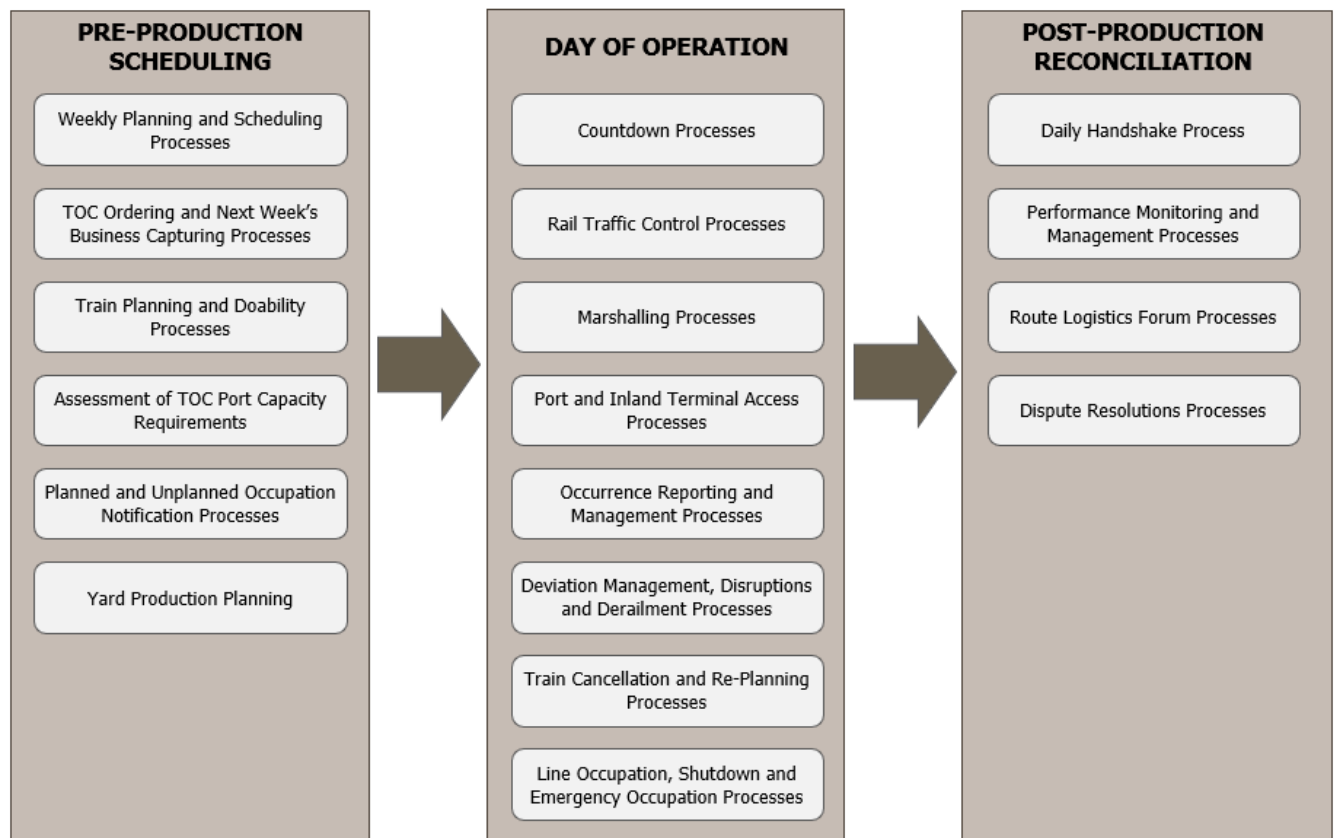


Figure 30: Technical Processes covered in Chapter 6. Reference to TOC means Access Seeker

### 6.2 REGULATORY ASPECTS

#### 6.2.1 SAFE OPERATION AND COMPLIANCE WITH SAFETY REQUIREMENTS

- 6.2.1.1 The Access Seeker shall operate all Trains in accordance with (i) the Access Agreement signed between the Access Seeker and the TRIM, as well as (ii) the schedules published weekly by the TRIM based on the presentation of the demand for weekly train services sought by the Access Seekers.
- 6.2.1.2 In the interest of upholding the principle of safe operations (POSMOR) on the network, the TRIM shall be entitled to halt, suspend or to prohibit the movement or operation of any Train if it believes that the condition of the Train may pose a safety risk to the network and other trains on the network.

- 6.2.1.3 The Access Seeker shall at all times, comply with the Rail Operation and Safety Requirements as well as any operating instructions, notices, rules and/or regulations that may be issued by the TRIM from time to time pertaining to the Network and the Route and/or the performance of Transport Services.
- 6.2.1.4 If requested by the TRIM in writing at any time, the Access Seeker shall provide the TRIM with a valid Safety Permit and comply with all conditions imposed by the Rail Safety Regulator in terms thereof (if applicable).
- 6.2.1.5 Access Seeker trains shall be operated in strict accordance with all Train Notices issued by the TRIM which shall be issued not less than 72 (seventy-two) hours before each Train's scheduled departure time. In the event that it is not possible for the TRIM to comply with the aforementioned notice period due to an Occurrence or any other unforeseen circumstance, the TRIM shall issue the Train Notice to the Access Seeker as and when the TRIM becomes aware of the need to issue specific Train Notices.
- 6.2.1.6 The Access Seeker shall ensure that all loaded rail wagons have a valid declaration of cargo weight for each rail wagon, as a requirement for entry onto and operation within the Network.
- 6.2.1.7 If it becomes necessary for a Train to be diverted from a Route to an alternate Route as a result of an Occurrence, and if the TRIM so determines, it may require that a qualified Pilot be deployed, with the necessary road knowledge, to accompany such Train on the whole or any portion of such alternate route where the Access Seeker's Personnel has no or limited knowledge of such an alternative route. It must be noted that the deployed Pilot may not take control of the rerouted Train. It is expected that the Access Seeker that operates the route onto which a Train is diverted shall avail the Pilot whensoever required. By its nature, the TRIM is not a train operator, and by implication, cannot be expected to provide Pilots.
- 6.2.1.8 No more than 4 (four) persons, including any Pilot, shall be allowed on the footplate for the duration of the journey, as per the RSR standard. If a Pilot is not required, only the Train Driver who is Certified for the road on the particular line and his/her Train Assistant shall be allowed on the footplate. A third person may only be allowed on the footplate of a Locomotive if in possession of a valid footplate permit. It is specifically recorded that the Pilot shall not be regarded for the aforesaid purposes as an employee or agent of the TRIM and shall be under the control and supervision of the Access Seeker's Personnel and the Access Seeker's Train Driver shall take full responsibility for the Pilot and the TRIM shall not be liable for any acts or omissions of the Pilot and neither the Access Seeker Personnel shall have any claim against the TRIM in this regard.
- 6.2.1.9 Locomotives that enter, and/or are stationary, and/or are operated within any Rail Yard, shall at all times be operated by the Access Seeker Personnel under the control, direction and supervision of the appointed yard Operator. It is specifically recorded that the TRIM's Personnel shall not be regarded, for the aforesaid purposes, as employees or agents of the Access Seeker and the Access Seeker shall take full responsibility for the operation of any Locomotive and the TRIM shall not be liable for any acts or omissions of its Personnel and the Access Seeker shall have no claim against the TRIM.

## 6.2.2 PRINCIPLES OF NETWORK OPERATIONS

### 6.2.2.1 The Access Seeker:

- 6.2.2.1.1 represents to the TRIM that it is familiar with the provisions of the Railway Safety Act;
- 6.2.2.1.2 undertakes not to act or omit to act in any manner that shall result in the TRIM, by virtue of such act or omission itself, to potentially become non-compliant to the provisions of the Railway Safety Act;
- 6.2.2.1.3 indemnifies and holds the TRIM harmless against any claim against the TRIM;
- 6.2.2.1.4 undertakes using reasonable endeavours to assist the TRIM, at the Access Seeker's cost, to comply with all relevant legislative provisions pertaining to the performance of the Transport Services by the Access Seeker.

### 6.2.2.2 The Access Seeker acknowledges and agrees that the Network is availed by the TRIM to the Access Seeker and taken by the Access Seeker as detailed in Annexure 43 KPI;

- 6.2.2.2.1 Save for Planned Occupations, the Annual Shutdown, Force Majeure Events and/or periods in which Port Terminals are not operating, the Services shall be provided by the TRIM on a 24 (twenty-four) hour, 7 (seven) day a week basis.

## 6.2.3 TRAIN RELATED PERSONNEL

### 6.2.3.1 The Access Seeker accepts full responsibility for the safe operation of its Trains, equipment, employees, agents, representatives and contractors that are involved directly or indirectly in the performance of Transport Services and shall ensure that the following requirements are complied with:

- 6.2.3.1.1 each Train Driver shall be trained, qualified and Certified by an accredited training body such as Transnet's Faculty of Rail as Competent to operate the specific class of Locomotive on the Route and for the relevant type of Train operated by such Train Driver;
- 6.2.3.1.2 each Train Assistant shall be trained, qualified and Certified by an accredited training body such as Transnet's Faculty of Rail as Competent to undertake the relevant duties; and
- 6.2.3.1.3 where applicable, each Train safety officer shall be trained, qualified and Certified by an accredited training body such as Transnet's Faculty of Rail as Competent to undertake the relevant duties.

### 6.2.3.2 The Access Seeker shall, at own cost and expense, ensure that each Train and the Train crew of each Train, are provided with effective, suitable, compatible and reliable means of communication with the appropriate emergency backup communication equipment.

### 6.2.3.3 The Access Seeker shall, additionally, ensure that each Train and Train Crew are equipped with the applicable equipment, such as scotch blocks and other relevant equipment, to enable the safe securing of Trains should same be required to be staged in Rail Yards or on mainlines.

## **6.3 PRINCIPLES OF NETWORK OPERATIONS**

- 6.3.1 The network operations comprise three consecutive phases:
  - 6.3.1.1 Pre-Production Scheduling, which comprises all the planning processes undertaken in the week preceding the week of the anticipated Train services.
  - 6.3.1.2 Day Of Operation, which comprises the execution and monitoring of the planned train services during each week of the anticipated Train services, in the week of the execution of the planned Train services.
  - 6.3.1.3 Post-Production Reconciliation, which comprises all the performance review of the planned Train services and feedback processes.
- 6.3.2 The TRIM will operate the Network on a 24 (twenty-four) hour, 7 (seven) days a week basis throughout the term of this Network Statement; subject to any collective agreement and/or any Applicable Law which is binding on one or more of the Parties and which prevents such operation.

## **6.4 PRE-PRODUCTION SCHEDULING**

The TRIM is accountable for ensuring the creation and publishing of production plans which incorporates both the train services to be executed by each Access Seeker as well as the planned occupations that the TRIM will undertake for infrastructure maintenance purposes. There are both monthly and weekly train planning and scheduling processes.

### **6.4.1 MONTHLY TRAIN PATH ORDERING, PLANNING AND SCHEDULING PROCESS**

- 6.4.1.1 The purpose of the process is to confirm the Access Seeker Train Path orders for the following month of execution in order to ensure that the ACCESS SEEKER and the TRIM to agree on which Train Paths must be switched on for the month. The outcome of the process is the monthly Train Path order and a quotation for billing purposes to enable a monthly offer and acceptance process.
- 6.4.1.2 Between the 20th and the 25th of each month, the TRIM will load the service codes with indicators of the number of Train Paths per week on the portal/manually on a file to discussed between the TRIM and the Access Seeker. The Access Seeker then needs to review the service design and Train Path allocation options and confirm the Train Paths required for next month, based on service codes.
- 6.4.1.3 The TRIM would do a feasibility check of the requested Train Paths and will then be in contact with the Access Seeker to either confirm the availability and do-ability of the Train Path(s), or to suggest alternatives. The TRIM will communicate confirmation of the revised Train Path offers to Access Seeker. If the Access Seeker accepts the offer, the Train Path is finalised and captured in the system. This will result in an invoice being generated on the 26th of each month.
- 6.4.1.4 Payment for the invoice is due as stated in the RAA.
- 6.4.1.5 Refer to Annexure 37: Create monthly order.

## 6.4.2 WEEKLY TRAIN PLANNING/SCHEDULING PROCESS

### 6.4.2.1 INPUT INFORMATION FROM ACCESS SEEKERS

The monthly plan is further refined on a weekly basis. On Tuesdays by 11:00 AM weekly Access Seekers are expected to furnish the TRIM with their respective orders for trains they wish to run in their allocated Train Paths the upcoming week of execution. This information will enable the TRIM to firm up the following week's train schedule, integrating and incorporating all Access Seeker's trains. Important to note is that the integration of the various elements of the Access Seeker trains will focus on avoiding any duplication and conflict of services or trains. Refer to **Annexure 38: Capture weekly Train Path Order**.

## 6.4.3 ORDERING AND NWB CAPTURE PROCESS

The TRIM is accountable for ensuring the creation and publishing of the weekly production plan. To enable this activity, the Access Seekers are expected to furnish the TRIM with their respective orders for Trains as outlined in section 6.4.1. Important to note is that the TRIM will be responsible for the integration of all Access Seeker trains to avoid any duplication of services or trains. This action will be done on Transnet Online in liaison with the Access Seeker Service Manager.

## 6.4.4 TRAIN PLANNING AND DOABILITY PROCESSES

6.4.4.1 Every Thursday at 11:00, an integrated "do-ability forum" shall be coordinated by the TRIM, the aim of which will be to signoff, along with Access Seekers and Yard Operators, the Integrated Train plan for the following week. The fundamental aim of the do-ability forum is to (a) establish the demand for Train Path capacity by the Access Seeker, (b) and for the TRIM to confirm availability of Train Path capacity in response to the demand put to it by the Access Seekers. Network capacity or Train Path capacity availability can be affected by several issues, including planned occupations, or instances where the infrastructure is affected by acts of theft of components or owing to damages suffered in a given incident.

6.4.4.2 Therefore, in this forum, the TRIM will indicate to all Access Seekers all the upcoming network possession interventions, and therefore any impact these network maintenance interventions shall have on the intent by the Access Seekers to run trains. In addition, the TRIM shall indicate the rescheduling interventions of Access Seeker's trains, where applicable, with the aim of avoiding the removal of trains from the plan owing to the anticipated network possession events. Network possessions can either be deemed planned or unplanned.

### 6.4.4.3 PLANNED OCCUPATIONS

The Parties acknowledge and agree that the TRIM is required to undertake occupations of the Network each of which may last for a period of up to 13 hours. The occupations can either be planned to repeat regularly, either weekly, fortnightly, or monthly, depending on the requirements for each given section of infrastructure's requirement for routine preventative maintenance. Additionally, and over and above these routine preventative maintenance occupations, the TRIM may plan occupations to address maintenance requirements which may be made known by reports from routine track inspections. The TRIM shall endeavour to notify Access Seekers about planned occupations, including their impact on

Access Seekers contracted Train Paths and the TRIM's remedy thereof, at the do-ability forum in the week preceding the anticipated week of execution of the Train plan. The TRIM will give the Access Seeker no less than 7 (seven) days' prior written notice of the date of commencement of each Planned Occupation.

#### 6.4.4.4 UNPLANNED OCCUPATIONS

6.4.4.4.1 Unplanned occupations are regarded as instances where the TRIM must undertake corrective maintenance on the infrastructure either under emergency circumstances, or where a track condition develops which requires the TRIM to correct immediately to avoid safety occurrences, such as derailments, collisions, etc. For practical purposes, an event shall constitute an "emergency" if there is a reasonable risk of immediate loss or damage to the Network and/or the reasonable risk of injury, harm or death. Only such repairs or maintenance as required to avoid such immediate consequences shall constitute an "emergency". Since emergency occupations cannot be undertaken as part of planned occupations, they shall therefore be undertaken as the need arises and require that the TRIM notify the Access Seekers of the extent of the relevant emergency maintenance and/or repair work and the estimated period required to undertake such emergency maintenance or emergency repairs as expediently as may be possible.

6.4.4.4.2 Following a notification by the TRIM in terms of this paragraph, the TRIM shall provide the Access Seeker with details of the emergency maintenance and/or repairs that are required, the anticipated impact that this shall have on the ability of the Access Seeker to perform its obligations as well as all steps which it proposes to take in an effort to mitigate any prejudice that the Access Seeker may suffer as a consequence.

6.4.4.4.3 The TRIM shall use all reasonable measures to ensure that the Access Seekers are provided with reasonably adequate and detailed information of any such emergency repairs and maintenance.

#### 6.4.4.5 PLANNED ANNUAL SHUTDOWNS

6.4.4.5.1 In its attempt to provide a safe and reliable rail infrastructure, the TRIM plans a coordinated series of occupations that take place over a period lasting between 7 and 10 days per corridor. During this period, the sections undergoing a shutdown become unavailable for Train operations.

6.4.4.5.2 The Parties acknowledge and agree that the TRIM is required to undertake monthly planned occupations of the Network each of which may last for a period of up to 12 hours. The TRIM shall give the Access Seeker not less than 7 (seven) Days' prior written notice of the date of commencement of each Planned Occupation.

#### 6.4.4.6 OTHER PLANNED OCCUPATIONS

- 6.4.4.6.1 The TRIM shall publish the schedule of planned annual shutdowns at the beginning of each timetable year. Additionally, the TRIM shall notify all Access Seekers of the upcoming planned annual shutdown at least a month prior to the execution of the planned shutdown as a reminder. Should there be a change in the planned shutdown, the TRIM shall give the Access Seekers not less than 7 (seven) days' prior written notice of such a change to the commencement and/or the duration of a Planned Occupation and the extent to which such change shall affect access to the Network and/or the performance of the Transport Services, the Mainline Access Services and/or the Ancillary Facilities Services.
- 6.4.4.6.2 In notifying the Access Seeker of changes to any Planned annual shutdown, the TRIM shall have regard of the:
  - 6.4.4.6.2.1 urgency and scale of the work and activities required to be undertaken; and
  - 6.4.4.6.2.2 Access Seeker's transportation programme vis-à-vis its customers (to the extent known by the TRIM).
- 6.4.4.6.3 The Parties shall use reasonable endeavours to co-ordinate their maintenance and repair activities in order to minimise any negative impact on the performance of the Transport Services, Main Line Access Services and/or the Ancillary Services.

#### 6.4.5 YARD PRODUCTION PLAN AND COUNTDOWN

All Access Seekers must take note of the Yard Countdown Process (YCD), adherence to which is required to ensure that adequate resources are available as planned for the efficient execution of yard activities, enabling adherence to scheduled cut-off times for all scheduled Trains entering and leaving Rail Yards which is performed ahead of the planned arrival or departure of Trains from any Rail Yard.

### 6.5 DAY OF OPERATION

#### 6.5.1 PLANNING PRINCIPLES

- 6.5.1.1 All Train movements to be undertaken must be reflected on the ITP before the movements occur.
- 6.5.1.2 There must be no duplication or conflict of Train numbers.

#### 6.5.2 PRE-DEPARTURE PRINCIPLES

- 6.5.2.1 All Train movements must be activated in the yard countdown process (YCD).
- 6.5.2.2 A Train must be in possession of a valid Train Worthy certificate.
- 6.5.2.3 A Train must be equipped with primary and secondary voice communication.

### 6.5.3 RAIL TRAFFIC CONTROL

- 6.5.3.1 Rail traffic control is the environment within the TRIM's responsibility, where Train movements are authorised and managed by a Train Control Officer that involves the actions and procedures to be followed to ensure safe Train movements over a running line by the use of electrically operated signals/Train tokens and points/hand points or special orders according to the specific Train-control system.
- 6.5.3.2 The safe movement of Trains is regulated through the Principles of Safe Movement on Rail (POSMOR) (**Annexure 19a**) and is subject to the Train Working Rules Part 1 – 7 (TWR) (**Annexure 19b**) and General Appendix no. 6 (**Annexure 19c**) which govern Train movement authorisation applicable to all Access Seekers, as well as the RSR Standard relating to Verbal Safety Critical Communications.
  - 6.5.3.2.1 The current overview for Rail Traffic Control consists of 26 Centralised Traffic Control Centres (CTCs) and 19 Single Manned Cabins (SMCs), commonly referred to as outside stations.
  - 6.5.3.2.2 Further details on the Centralised Traffic Control Centres can be seen in Chapter 2.
  - 6.5.3.2.3 The applicable Train Control methods over the selected routes are limited to colour light and VDU Track Warrant along with the applicable "fallback procedures".
- 6.5.3.3 RAIL TRAFFIC CONTROL AND COMPLIANCE
  - 6.5.3.3.1 Only scheduled ITP trains are allowed to access the Main Line.
  - 6.5.3.3.2 Only Trains within the tolerance of no later than 30 minutes or earlier than 180 minutes from origin are allowed to depart.
  - 6.5.3.3.3 Trains will be allowed access to the mainline from Rail Yards in accordance with the priority levels they enjoy based on the published ITP. In the event of deviations, the prioritisation of Trains will be as described in the Train Working Rules.

### 6.5.4 SPECIAL MEASURES IN THE EVENT OF DISRUPTIONS

In the event of train service disruptions, the TRIM will prioritize the restoration of train services in alignment with the published ITP. This prioritisation considers several factors:

- 6.5.4.1 Consideration of Stakeholders: This includes the needs of all stakeholders, encompassing Access Seekers, the TRIM itself, passengers, freight/cargo owners and their customers.
- 6.5.4.2 Emphasis on Safety and Security: The restoration efforts are guided by a commitment to safety and security to ensure the well-being of all involved.
- 6.5.4.3 Efficiency and Economy: The TRIM aims to efficiently and economically operate the network infrastructure to enable efficient Train operations on the Network.
- 6.5.4.4 Train service disruptions, also known as deviations, are defined as events that disrupt the regular operation of Train services, causing them to deviate from the published ITP. The undesirable outcomes of disruptions include delays or

cancellations of scheduled Train services. These disruptions can result from various events, including but not limited to:

- 6.5.4.4.1 Derailments
- 6.5.4.4.2 Rolling Stock failures
- 6.5.4.4.3 Emergency occupations (temporary track possession for emergency maintenance)
- 6.5.4.4.4 Electric power supply equipment failures
- 6.5.4.4.5 Theft and vandalism of railway infrastructure and components
- 6.5.4.4.6 External factors such as natural disasters (e.g., track washouts due to heavy rain), community unrest (protests), or industrial actions
- 6.5.4.4.7 Incidents like foreign objects (e.g., rocks, road vehicles, and trees) obstructing railway infrastructure, leading to blocked Train paths
- 6.5.4.4.8 Failures or breakdowns of loading and offloading equipment, involving customers or ports
- 6.5.4.4.9 In most cases, Train service deviations resulting from disruptions can be anticipated. For instance, when there is intelligence indicating planned mass industrial strike action that may negatively impact certain aspects of Train services, the TRIM can take proactive measures to manage potential deviations and ensure the smooth execution of the published ITP where disruptions are anticipated.
- 6.5.4.4.10 The following process and guiding framework shall apply when dealing with Train service disruptions on the day of operation, particularly when deviation management decisions affect allocated capacity.

#### 6.5.4.5 DEVIATION MANAGEMENT PROCESS

- 6.5.4.5.1 The TRIM oversees the development and maintenance of contingency plans, dispatching guidelines, and codes of practice in collaboration with all Access Seekers . These measures are designed for implementation in cases of disruptions with the aim of restoring Train operations efficiently. The dispatching objective is ensured by adhering to the following dispatching rules:
  - 6.5.4.5.1.1 Priority for Trains with commuter passengers on board
  - 6.5.4.5.1.2 Priority for urgent service Trains
  - 6.5.4.5.1.3 Priority for long-distance Passenger Trains with Passengers on board
  - 6.5.4.5.1.4 Priority for tourist Trains with Passengers on board
  - 6.5.4.5.1.5 Priority for freight Trains carrying urgently needed cargo for critical industrial operations (e.g., jet fuel supply to the airport)

- 6.5.4.5.1.6 Priority for high-priority Freight Trains over other freight Trains (except those with very high priority)
- 6.5.4.5.1.7 Equal priority for all other Trains
- 6.5.4.5.1.8 In cases of equal priority, fast Trains take precedence over slower ones.

- 6.5.4.5.2 Notwithstanding the above prioritisation guidelines, the TRIM may undertake to prioritise a Train of lower priority in comparison to the above list, if such undertaking is anticipated to enhance operational efficiency, and optimize network fluidity.
- 6.5.4.5.3 While the TRIM is responsible for directing service restoration efforts, it may engage a network of Service Providers, comprising various cross-functional parties, to clear affected rail infrastructure. These Service Providers will operate under the TRIM's management, unless otherwise mandated by law. This network of Service Providers may include contracting Access Seekers equipped with necessary breakdown equipment meeting applicable standards for clearing rail infrastructure affected by disruptions.
- 6.5.4.5.4 Access Seeker should be aware that under certain scenarios and conditions beyond the TRIM's control, their allocated capacity may be utilised by the TRIM to reschedule Trains of competing Access Seekers in an effort to restore normal operations.
- 6.5.4.5.5 In cases where a disruption is expected to affect normal Train service operations for an extended period (typically exceeding 12 hours), the TRIM will collaborate with relevant Access Seekers to revise integrated Train schedules for amendment and implementation. The duration threshold for such revisions will be determined jointly between the TRIM and Access Seekers to ensure fairness and to prevent potential discriminatory actions by the TRIM.
- 6.5.4.5.6 Depending on the nature of the disruption, some Trains may need to be rerouted onto alternative routes, potentially requiring pilot working. In such situations, it is expected that the Access Seeker operating the alternative route should provide pilot services for Trains rerouted onto it if the affected Trains' crew lack route knowledge of the alternative route. In other cases, it may be more suitable to temporarily halt affected Trains at intermediate Rail Yards, with the intention of resuming operations in later time Train Paths. When making decisions about staging or halting Trains, the TRIM will work in conjunction with affected parties to arrange security measures for safeguarding the affected Trains, with every effort made to re-plan the movement of these temporarily staged/halted Trains as soon as it becomes practicable and safe to do so.
- 6.5.4.5.7 Access Seeker are required to designate authorized parties for 24/7 collaboration with the TRIM in resolving operational disruptions. This operational group, operating under the TRIM's OCC, is responsible for coordinating measures and making anticipatory decisions regarding Train services during disruptions.

#### 6.5.4.6 DEVIATION MANAGEMENT GUIDING FRAMEWORK

- 6.5.4.6.1 When a disruptive event occurs, the TRIM is obliged to determine the appropriate actions to restore the ITP as soon as is reasonably practical, safe, and as quickly as possible, whilst considering the needs of all stakeholders (Access Seeker, passengers, cargo owners), the interests of safety and security, and the efficient and economical operation of Trains and the network, in an open, fair, and transparent manner.
- 6.5.4.6.2 To achieve the above, the TRIM may request assistance from the Access Seekers in the form of, for example, the provision of resources (Train Crew, Rolling Stock, etc.). It is expected of Access Seekers to cooperate regarding such actions, which may include Access Seekers providing the critical services and/or resources to enable the TRIM's coordinated efforts aimed at restoring operations as quickly as possible, safe, and practical. Access Seekers have the right to request reasonable compensation for the use of their resources in this regard. The TRIM is not, however, obligated to compensate Access Seekers for any loss arising from such disruptions unless otherwise agreed in the applicable agreement (i.e., Rail Access Agreement).
- 6.5.4.6.3 If an event with the potential to disrupt the Train service materialises or where one is anticipated, the following generic interventions may be taken to manage the severity of the disruption's impact (in no order of importance) after identifying the Trains that may likely be impacted:
  - 6.5.4.6.3.1 Cancel – with the aim of rescheduling the cancelled Trains to later timeslots,
  - 6.5.4.6.3.2 Delay – by holding back (staging) the impacted Trains, and safely securing them off the Main Line (where applicable) and running them in a later timeslot,
  - 6.5.4.6.3.3 Re-route – by identifying alternative routes that technically can accommodate the rerouting of the affected Trains.
  - 6.5.4.6.3.4 Re-schedule (within 24 hours) or Re-plan (more than 24 hours) - the TRIM will assess the ITP for the remainder of the week to identify opportunities to allocate the Access Seeker an alternative Train Path.

- 6.5.4.6.4 To enable effective rerouting of affected Trains, the TRIM shall ensure compatibility between the affected Trains' characteristics (weight, length, Train type (passengers, freight, etc.)) versus the configuration of the anticipated alternative route (e.g., crossing loops and lengths, track axle mass limitations, electrification vs non-electrification, etc.). For effective decisions on rerouting, the TRIM team shall set up a tribunal (**Annexure 36: Emergency Response Plan**) with all the critical and applicable stakeholders (Access Seekers and other affected independent TRIM's (such as PRASA)). Section 6.16.1 of **Annexure 36** outlines the discussion points to be covered during the tribunals with Access Seeker and other stakeholders. Together they will determine the type of traffic that may be subjected to a change of route based on the following criteria:
- 6.5.4.6.4.1 Capacity availability on the alternative diversion route.
  - 6.5.4.6.4.2 Train Configuration and suitability i.e., type of rail wagons, Locomotives, Train length, etc.
  - 6.5.4.6.4.3 Train Crew availability and their applicable qualifications.
  - 6.5.4.6.4.4 Preparedness to provide Pilot services by the incumbent Access Seeker operating on the route that affected Trains may be rerouted onto.
  - 6.5.4.6.4.5 Total turnaround time if the identified diversion route takes longer than the estimated time of repairs on the primary route.
  - 6.5.4.6.4.6 Diversion cost versus Revenue generation (cost benefit analysis).
  - 6.5.4.6.4.7 Diversion should also be considered for efficiency improvements i.e., shorter route options in line with volume generation.
- 6.5.4.6.5 It should be noted that alternative routes may be prone to Train delays and disruptions because of congestion, and this requires some level of preparedness by the Access Seeker. Each Access Seeker will be expected to create capacity for such events to minimise Train delays as far as is practically possible: this could be technical staff for support or Train Crew and Rolling Stock for deviation management purposes, as well as making allowance for these disruptions in their proposed operating methodologies and resourcing plans. **Annexure 36** will be updated in future Network Statements in alignment with Rail Reform and the TRIM processes.

## 6.5.5 TERMINALS

### 6.5.5.1 PORT TERMINALS

- 6.5.5.1.1 The Port Terminal Operator (PTO) performs vessel working, stacking and loading/offloading activities. The PTO and TRIM planning functions align through daily and weekly planning of Train movements as per the container stack dates, vessels and port-rail handling and stack capacity.
- 6.5.5.1.2 Trains could be redirected to back of Port facilities by the PTO for discharge and loading. The PTO will request the ACCESS SEEKER to place or clear rail wagons by following the existing order-to-execution process.
- 6.5.5.1.3 The planning functions of the PTOs and the TRIM are ordinarily coordinated through daily and weekly exchanges of information and notifications including the planning of Train and vessel movements, train schedules, berthing schedules, including information relating to container stack dates, vessels and port-rail handling and stack capacity, stockpile capacity as incidents and occurrences affecting either party's operations.

## 6.5.6 OCCURRENCE REPORTING AND OCCURRENCE MANAGEMENT

- 6.5.6.1 Any Occurrence involving a Train that is being operated on the Network (whether it is in motion or stationary) shall immediately be notified by the Access Seeker to the TRIM's Train Control Officer. The Train Control Officer shall report the Occurrence to the Duty Manager: Occupations and Incident Management of the TRIM who, in turn, shall notify the Safety Regulator.
- 6.5.6.2 Each railway operator involved in an occurrence must also report independently to the Railway Safety Regulator (RSR) in line with prescribed timelines based on severity and impact
- 6.5.6.3 In the event of any such Occurrence, such Occurrence shall be managed by or on behalf of the TRIM and the TRIM shall provide any required Occurrence Management Services, and the Access Seeker shall be responsible to arrange any medical assistance that may be required for any injured persons, or to provide alternative transportation arrangements for affected persons. The Access Seeker shall, at all times comply with the TRIM's Occurrence reporting procedures. In addition, the Access Seeker shall render all assistance and support as may reasonably be required by or on behalf of the TRIM in clearing and restoring the Network and the Access Seeker shall use endeavours to ensure that a duly authorised representative of the Access Seeker is present to authorise the movement of any trains.
- 6.5.6.4 It is specifically recorded that in performing the Occurrence Management Services, the TRIM's Personnel shall not be regarded as employees or agents of the Access Seeker and the TRIM shall not be liable for any acts or omissions of its Personnel and neither the Access Seeker and Personnel shall have no claim against the TRIM in this regard.

- 6.5.6.5 The TRIM shall give the Access Seeker notice of any events or circumstances of which it becomes aware, and which may prevent adherence to the published ITP, including any Disruptions or Occurrences.
- 6.5.6.6 In the event that the Parties are unable to agree on the cause of an Occurrence and whether same is wholly or partially attributable to any action or omission by the TRIM or the Access Seeker within a period of 60 days of the date of the Occurrence, then either Party shall be entitled to refer the matter to an independent expert in terms of the dispute resolution provisions of the Rail Access Agreement with a view to determining the primary cause of the relevant Occurrence.
- 6.5.6.7 Occurrence Management Services
- 6.5.6.7.1 When an Occurrence occurs, the TRIM must see to it that the following Occurrence Management Services are performed (where necessary to clear tracks and restore operations):
- 6.5.6.7.1.1 engaging local authorities and emergency rescue services in accordance with the contingency / emergency plan;
- 6.5.6.7.1.2 security services procured by the TRIM to secure the Occurrence site / scene;
- 6.5.6.7.1.3 site clearance services including, if necessary, removing any Rolling Stock;
- 6.5.6.7.1.4 track repair and reinstatement services;
- 6.5.6.7.1.5 the Occurrence investigation services; and
- 6.5.6.7.1.6 any other ancillary actions.
- 6.5.6.8 The TRIM Occurrence Reporting Procedure is attached per **Annexure 41 Occurrence Reporting Procedure**.

## 6.5.7 CANCELLATIONS INCLUDING FORCE MAJEURE CANCELLATIONS AND CANCELLATIONS ARISING FROM DISRUPTIONS

- 6.5.7.1 Where the Access Seeker notifies the TRIM, in writing, that it wishes to cancel a Train after the weekly or daily ITP has been published as a result of any, Occurrence delay or any other reason (provided that such Occurrences, delays or other reasons are not attributable to an act or omission by the TRIM), which renders the Access Seeker unable to perform one or more of the Transport Services;
- 6.5.7.1.1 then the Access Seeker shall be deemed to have cancelled the relevant Train(s), and such Cancellation shall be allocated by the TRIM to the Access Seeker and recorded in the TEMS and/or the IIMS (as applicable), provided that any such Cancellation which is due to a Force Majeure Event shall be recorded in the TEMS as a "Force Majeure Cancellation".
- 6.5.7.2 Where the TRIM notifies the Access Seeker, in writing, that it wishes to cancel a Train after it has published the weekly or daily ITP; as a result of any shutdown,

Occupation, occurrence, delay or any other reason (provided that these reasons are not attributable to an act or omission by the Access Seeker) which renders the TRIM unable to perform one or more of the Access Services or the Ancillary Services or is required to reduce or suspend any or all such services);

6.5.7.2.1 then the TRIM shall be deemed to have cancelled the relevant Train, and such Cancellation shall be allocated to the TRIM and recorded as such in the TEMS and/or the IIMS (as applicable), provided that any such Cancellation which is due to a Force Majeure Event shall be recorded in the TEMS as a "Force Majeure Cancellation".

#### 6.5.7.3 Notification of Cancellations

6.5.7.3.1 Only the authorised Personnel of the Access Seeker and of the TRIM, as applicable, shall be allowed to cancel Trains, communicate details of Trains deemed to be cancelled, and officially receive Train Cancellation notifications.

6.5.7.3.2 Each Party shall notify the other Party, in writing, of any changes to the authorised Personnel.

6.5.7.3.3 The process for authorising and communicating Train Cancellations shall be in accordance with **Annexure 20a: Cancel Train Process**.

6.5.7.3.4 Every Cancellation notification shall have a unique, auditable reference number, for the purpose of recording applicable reasons.

6.5.7.3.5 The process of managing and allocating Cancellations and resolving Cancellation Disputes during each week is set out in **Annexure 21: Clearinghouse Process Narrative** and in **Annexure 28: Daily Handshake process**.

6.5.7.4 Should an Access Seeker fail to notify the TRIM prior to the time of departure of Train and thus fail to utilise the allocated Train Path on the day of the operation due to a Force Majeure Event, the Access Seeker must submit in writing, within 48 hours, the reasons for non-utilisation of the Train Path for consideration of a waiver of Train Path fees as outlined in Chapter 5. The TRIM will only consider waivers in situations that are out of both the TRIM and the Access Seeker control and constitute Force Majeure Events.

### 6.5.8 NOTIFICATIONS OF IMPACT OF SHUTDOWNS AND OCCUPATIONS (PLANNED OR EMERGENCY) ON ACCESS SEEKERS

#### 6.5.8.1 OCCUPATIONS FOR ANNUAL SHUTDOWNS

In addition to the Annual Shutdown, the TRIM shall be entitled to undertake regular planned maintenance, comprising any Planned Occupations and it shall use all reasonable endeavours to undertake planned maintenance, repair work and capital works in relation to the Network, during the periods notified by it for the undertaking of Planned Occupations and the Annual Shutdown.

## 6.5.8.2 EMERGENCY MAINTENANCE AND REPAIRS

- 6.5.8.2.1 Nothing in the preceding paragraph shall be construed as precluding the TRIM from undertaking any emergency repairs or emergency maintenance which are in addition to and which cannot be undertaken as part of scheduled maintenance including, the Annual Shutdown and any Planned Occupations, provided that the TRIM shall notify the Access Seeker of the extent of the relevant emergency maintenance and/or repair work and the estimated period required to undertake such emergency maintenance or emergency repairs as expediently as may be possible.
- 6.5.8.2.2 For purposes of this paragraph, an event shall only constitute an "emergency" if there is a reasonable risk of immediate loss or damage to the Network and/or the reasonable risk of injury, harm or death. Only such repairs or maintenance as are required to avoid such immediate consequences shall constitute an "emergency".
- 6.5.8.2.3 Following a notification by the TRIM in terms of this paragraph, the TRIM shall provide the Access Seeker with details of the emergency maintenance and/or repairs that are required, the anticipated impact that this shall have on the ability of the Access Seeker to perform its obligations as well as all steps which it proposes to take in an effort to mitigate any prejudice that the Access Seeker may suffer as a consequence.
- 6.5.8.2.4 The TRIM shall use all reasonable measures to ensure that the Access Seeker are provided with reasonably adequate and detailed information of any such emergency repairs and maintenance.

## 6.6 POST-PRODUCTION RECONCILIATION

### 6.6.1 DAILY HANDSHAKE PROCESS

- 6.6.1.1 Daily reconciliations must be performed between the TRIM and each Access Seeker regarding all deviations that occurred during the past 24 hours. Whenever either the TRIM or any Access Seeker deviates from planned schedules or when deviations impact available Train Paths, the reasons and responsible parties for such deviations and their impact should be determined as accurately as possible as close as possible to real time. This is necessary to ensure that all supporting documentation and information to substantiate what happened, what caused it and who is responsible can be gathered and filed, to ensure proper audit trails of what exactly happened to each Access Seeker order. This will also limit any later disputes as to who should be held accountable for the total impact of each incident.
- 6.6.1.2 This process can be summarised by the following 14 steps and should be followed daily between TRIM and all Access Seekers.



Figure 31: The Daily Handshake Process

#### 6.6.1.3 STEP 1: LOG DEVIATIONS

- 6.6.1.3.1 The TRIM must log all deviations from the contracted Train Path schedule for the past 24 hours on IIMS. Every logged deviation must be linked to the relevant train. This must be done for all deviations caused by the TRIM.
- 6.6.1.3.2 Similarly, each Access Seeker must also log all deviations from the contracted Train Path schedule for the past 24 hours on IIMS (or any other Access Seeker Incident Management System that interfaces with IIMS), and every logged deviation must be linked to the relevant Train. This must be done for all deviations caused by the Access Seeker.
- 6.6.1.3.3 Against each deviation the following detail should be captured:
- 6.6.1.3.3.1 Date and time
  - 6.6.1.3.3.2 Location
  - 6.6.1.3.3.3 Deviation type
  - 6.6.1.3.3.4 Deviation description
  - 6.6.1.3.3.5 Size and impact of deviation (impact on Train Paths quantified)
  - 6.6.1.3.3.6 Other Train Paths impacted or delayed.
  - 6.6.1.3.3.7 SLA KPIs impacted
  - 6.6.1.3.3.8 Party causing deviation
  - 6.6.1.3.3.9 Primary deviation reason or Cause
  - 6.6.1.3.3.10 Delay minutes

- 6.6.1.3.4 When updated information per deviation incident becomes available during the day, updates should immediately be recorded per incident on IIMS by either the TRIM or the relevant Access Seeker.
- 6.6.1.4 Step 2: Collate Deviation Information
  - 6.6.1.4.1 The TRIM will daily assess and follow up all IIMS-logged Train-related deviations. The TRIM will also investigate all deviations that impacted Train Paths for which it considers itself to be responsible.
  - 6.6.1.4.2 The TRIM will track and collate all deviation documentation and information pertaining to each relevant impacted Train; and log and file all supporting documentation per deviation.
- 6.6.1.5 Step 3: Determine Responsible Party
  - 6.6.1.5.1 The TRIM will conduct a daily Clearinghouse process in conjunction with the Access Seeker as outlined in **Annexure 21**. The TRIM will assess official Clearinghouse reports of all logged incidents that impacted Access Seeker Train Paths, to determine which party is responsible for each deviation, as well as the cause of each deviation. The responsible party that will be allocated to each deviation will be one or more of the following:
    - 6.6.1.5.1.1 The TRIM
    - 6.6.1.5.1.2 A specific Access Seeker
    - 6.6.1.5.1.3 Another TRIM
    - 6.6.1.5.1.4 External Stakeholders (external to Transnet)
    - 6.6.1.5.1.5 Force Majeure Events
- 6.6.1.6 Step 4: Create Preliminary Daily Handshake Log
  - 6.6.1.6.1 The TRIM will create a preliminary log of all Access Seeker Train Path-related incidents and deviations that occurred in the past 24 hours with allocated reasons and responsible parties.
  - 6.6.1.6.2 The TRIM will reference a standard catalogue listing all possible Train Path cancellation or deviation reasons, with the most likely causes and remedies for each of them.
- 6.6.1.7 Step 5: Verify all Deviation Details
  - 6.6.1.7.1 For every incident that impacted or delayed contracted and allocated Access Seeker Train Paths, the TRIM will verify, together with the Access Seeker, the deviation time, location, impacted Trains, deviation category and reason, root cause and allocated responsible party, which include:
    - 6.6.1.7.1.1 Incidents for which Access Seekers are responsible, including all deviations caused by the Access Seeker, e.g. Load not ready, Countdown events late, late sign-on of Access Seeker crew, Access Seeker NTG rail wagons detected that had to shunted out, Access Seeker derailments that occurred, etc.

- 6.6.1.7.1.2 Incidents for which the TRIM is responsible, including all deviations caused by the TRIM which caused a contracted Train Path not to be available, or that impacted the quality of the Train Path, e.g., when a Temporary Speed Restriction or manual Train authorisations had to be instituted, when emergency occupations had to be implemented, when a rail break or overhead catenary cable theft caused a contracted Train Path not to be available, etc.
- 6.6.1.7.1.3 Incidents for which another TRIM is responsible, including all delays caused by another TRIM (e.g., when a contracted PRASA network Train Path was not available). If PRASA or another TRIM caused the deviation, or if the deviation happened in a PRASA or other TRIM section, the TRIM will not be liable.
- 6.6.1.7.1.4 When Incidents are caused by an external party, the TRIM will assess which external party caused each delay, and the TRIM will engage each relevant party, e.g., Eskom when power failures cause contracted Train Paths to be unavailable.
- 6.6.1.7.1.5 If the deviation was caused by factors outside of the control of Access Seekers' and the TRIM, Force Majeure Events must be allocated as the responsible party, and liability must in such cases be split between the TRIM and impacted Access Seekers. (e.g., floods, washaways, community unrest, etc.).
- 6.6.1.7.1.6 Further details on the Main Train Cancellation reasons and responsible party are provided in **Annexure 20b: Cancellation Reasons.**

#### 6.6.1.8 Step 6: Assess Deviation Impact

- 6.6.1.8.1 The TRIM will assess, based on IIMS reports, all Access Seekers' Train(s) impacted by a deviation over the past 24 hours and determine the size and scope of the impact:
  - 6.6.1.8.1.1 Which Access Seeker train(s) were not taken up or used?
  - 6.6.1.8.1.2 Which Access Seeker train(s) had to be cancelled?
  - 6.6.1.8.1.3 Which Access Seeker train(s) had to be re-scheduled?
  - 6.6.1.8.1.4 Which Access Seeker train(s) had to be re-routed?
  - 6.6.1.8.1.5 Which Access Seeker train(s) had to be halted or staged?

- 6.6.1.8.1.6 Which Access Seeker Train Path(s) were delayed and what were the total delay minutes per Train Path?
- 6.6.1.9 Step 7: Create Final Daily Handshake Report per Access Seeker
  - 6.6.1.9.1 Every morning at 08:00 the TRIM will create and update a final Daily Handshake Report for every Access Seeker. The Handshake Report will list all daily deviations per Access Seeker per Train number with all deviation details, linked to all supporting documentation. Each report should cover all Access Seeker Train related events (linked back to the relevant Access Seeker order number) for the past 24 hours, including all incidents that caused Train Path cancellations and deviations, with reasons, allocated root causes and responsible parties, as well as each deviation' impact assessment.
- 6.6.1.10 STEP 8: DISCUSS DAILY HANDSHAKE REPORT WITH ACCESS SEEKER
  - 6.6.1.10.1 The TRIM will publish each Access Seeker specific daily handshake report on the applicable platform to afford every Access Seeker the opportunity to review each report.
  - 6.6.1.10.2 The TRIM's Access Seeker liaison personnel will discuss each daily handshake report with every Access Seeker. The goal is to reach agreement on every item in the report (incident description, deviation, reason, cause, responsible party, deviation impact) to eliminate avoidable disputes later.
- 6.6.1.11 STEP 9: FLAG OPEN HANDSHAKE REPORT ITEMS
  - 6.6.1.11.1 Access Seeker's will review daily handshake reports and will discuss these reports with the TRIM. Each Access Seeker should raise any item or detail it does not agree with on the report, citing reasons and providing supporting documentation evidence.
  - 6.6.1.11.2 All items that the Access Seeker does not agree with should be flagged as open handshake report items.
- 6.6.1.12 Step 10: Sign Off Daily Handshake Report
  - 6.6.1.12.1 Each Access Seeker must sign off every daily handshake report (including the flagged open items).
  - 6.6.1.12.2 Every signed-off handshake report will be filed by the TRIM, together with all supporting information per Access Seeker deviation.
- 6.6.1.13 Step 11: Resolve all open handshake items

- 6.6.1.13.1 The TRIM will track open daily handshake items and create a daily report listing open deviation reconciliation items. The TRIM's Access Seeker liaison staff will attempt to resolve all open handshake items per ACCESS SEEKER (from the previous 24 Hours' Handshake Report) within the next 24 hours.
- 6.6.1.13.2 This will be done by following up every open item with the relevant party (parties), including provision of information and reasons provided by the Access Seeker for each disputed item.
- 6.6.1.14 Step 12: Escalate unresolved items
  - 6.6.1.14.1 Open items not resolved within 24 hours will be escalated to the relevant TRIM Access Seeker Liaison Manager. Open items not resolved within 48 hours will be escalated to the TRIM Head of Access Seeker Service who will liaise with all other Heads of Departments to attempt to resolve each open item. Open items not resolved within 72 hours will be escalated to the TRIM Head of Network Service Planning and Operations who should resolve the matters within 96 hours.
  - 6.6.1.14.2 See Annexure 39: Resolve handshake disputes.
- 6.6.1.15 Step 13: Provide Access Seeker Feedback on resolved and unresolved items
  - 6.6.1.15.1 The TRIM will provide daily feedback to all impacted Access Seekers on resolution of all open handshake report items, including items that could not be resolved, with reasons.
  - 6.6.1.15.2 Final Access Seeker feedback will be provided on open items that could not be resolved by the TRIM within 96 hours after the first handshake report was issued.
  - 6.6.1.15.3 All Daily Handshake Open Items that could not be resolved within 96 hours will be referred for discussion at the next Route Logistics Forum.
- 6.6.1.16 Step 14: Log unresolved issues with the Route Logistics Forum and Regulator
  - 6.6.1.16.1 Deviation disputes that could not be resolved by the Route Logistics Forum or the TRIM can be escalated to the Regulator.
  - 6.6.1.16.2 For cases referred to the Regulator, the Regulator will make the final resolution decision and issue the outcome of the dispute resolution, which will be binding on all parties. For further details on the proposed dispute resolution process, refer to paragraphs 4.5.4, 6.8.1 and 6.8.2.

## **6.7 PERFORMANCE MANAGEMENT**

- 6.7.1 The purpose of performance management is to continuously measure, analyse and improve the availability of the network as well as the utilization of the network by the Access Seeker.

- 6.7.2 The performance management framework represents the initial phase in the development of a comprehensive service level regime for the rail network. during this transition period, TRIM and access seekers will utilise the KPIs contained in Annexure 43 to establish reliable performance baselines, improve data quality and progressively enhance performance measurement capability.
- 6.7.3 Recognising that current systems and processes are primarily designed to measure performance at an aggregated area, depot, and route level, TRIM will progressively implement enhanced monitoring and reporting systems capable of measuring operational and maintenance performance at train id, route and section level. as additional KPIs are developed, tested and validated, they will be incorporated into Annexure 43.
- 6.7.4 The transition will be implemented in phases to ensure that:
- 6.7.4.1 Performance data is accurate, consistent and auditable;
  - 6.7.4.2 Reporting methodologies are standardised across all network participants;
  - 6.7.4.3 Service level targets are evidence-based and achievable;
  - 6.7.4.4 Operational accountability is progressively strengthened and both the trim and access seekers have sufficient opportunity to adapt their systems and operating practices.
- 6.7.5 During the transitional period, KPI reporting will primarily focus on performance management, monitoring and continuous improvement. The results will be used to identify systemic constraints, inform investment priorities, and support collaborative interventions to improve network efficiency, reliability and capacity. once the KPI framework, measurement methodologies, reporting systems and service level targets have matured and are considered sufficiently robust by the TER, the agreed KPIs and associated service levels may be designated as enforceable service levels for purposes of the ERT Act, 2024.
- 6.7.6 From that point, the TER may exercise its statutory powers under Section 38(i) of the ERT Act, 2024 to monitor and enforce compliance with the prescribed service levels and any other conditions of price controls. Compliance monitoring will therefore transition from a collaborative performance management model to a regulatory oversight model with the TER assessing whether TRIM and, where applicable, Access Seekers are meeting the approved service level obligations.
- 6.7.7 This phased approach will ensure that regulatory enforcement is preceded by the establishment of reliable performance measures, mature reporting systems, and objectively measurable service level standards, thereby providing a transparent and credible basis for the TER to exercise its powers under Section 38(i) of the ERT Act.
- 6.7.8 The key performance indicators (KPIs) which will be utilised for the purpose of network performance management are described in **Annexure 43** and will be applicable to the TRIM and Access Seeker. These will be utilised to evaluate and hold each other accountable in ensuring that the network performs to its full potential and capability.

## 6.7.9 SLA KPI PERFORMANCE MEASUREMENT

- 6.7.9.1 The Key Performance Indicators (KPIs) in **Annexure 43** will be used for the purposes of Network Performance Management, covering the TRIM's holistic network. **Annexure 43** refer inter alia to operational and maintenance KPIs.
- 6.7.9.2 The current railway framework is based on a historical approach that aggregates performance at an area, depot, and geographical route level. Existing processes and systems are therefore configured to measure performance at this level.
- 6.7.9.3 There is a need to transition from aggregated KPIs at an area level to more granular at a train ID level per route and section-level KPIs. This will enable better influence over critical operational and maintenance performance, in line with rail industry benchmarks.
- 6.7.9.4 Migrating from aggregated to disaggregated KPIs will allow TRIM and Access Seeker to exercise improved control over operational performance. This shift will enhance management effectiveness across key areas, including safety, asset utilisation, customer satisfaction, accountability, and transparency.
- 6.7.9.5 The current version of **Annexure 43** comprises of three KPIs for the across all ten routes. The TRIM is working on a further set of KPIs (please see table 23 below) which will be updated on **Annexure 43** on a continuous basis as the work gets completed per KPI:

| CATEGORY                                | KPI / MEASURE                                                                            | UNIT OF MEASURE                              | ATTRIBUTION                   | REPORTING FREQUENCY/LEVEL |
|-----------------------------------------|------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------|---------------------------|
| RELIABILITY                             | % of services exiting network on schedule within tolerance of 30min (OTD) ( SPRINT data) | % of total services                          | IM + TOC                      | Quarterly / Route         |
|                                         | % of services entering network on schedule within tolerance (OTA) (SPRINT data)          | % of total services                          | IM + TOC                      | Quarterly / Route         |
| DELAY ATTRIBUTION                       | Delay minutes per train – IM causes                                                      | Minutes/train                                | IM                            | Quarterly / Route         |
|                                         | Delay minutes per train – TOC causes                                                     | Minutes/train                                | TOC                           | Quarterly / Route         |
| SLOT MODIFICATIO                        | Requests to change allocated slot                                                        | Count of requests and % accepted             | TOC (request) / IM (decision) | Per request / Period      |
|                                         | Cancellation after IM rejects modification request                                       | Treated as cancellation (count / % of slots) | TOC                           | Per request / Period      |
| IM Non-COMPLIANCE WITH RESPONSIBILITIES | Failure to honour allocated slot due to IM fault                                         | % of cancelled slots                         | IM                            | Period / Train Path       |
|                                         | Failure to meet disclosure / notification obligations                                    | Count of breaches                            | IM                            | Period / Train Path       |
| TOC Non-USAGE OF ALLOCATED SLOTS        | Cancellation ≥xx days before departure                                                   | % of cancelled slots                         | TOC                           | Per request / Period      |
|                                         | Failure to cancel (no-show)                                                              | % of cancelled slots                         | TOC                           | Per request / Period      |
| IM UUNIT COSTS                          | Train control costs                                                                      | R/track-km                                   | IM                            | Quarterly / Route         |

Table 23: Further KPIs being worked on by TRIM (ACCESS SEEKER to be amended to Access Seeker)

- 6.7.9.6 Additional KPI's to be measured outside **Annexure 43** will include:

#### For TRIM

|                    |                                               |
|--------------------|-----------------------------------------------|
| Safety Performance | Number of Safety Incidents (per category)     |
|                    | Number of Train Incidents per Train-Kilometer |
|                    | Number of Injuries per Train-Kilometer        |
|                    | Minute delays due to Safety incidents         |

#### For Access Seeker

|                    |                                               |
|--------------------|-----------------------------------------------|
| Safety Performance | Load adherence: Nr of overload/skew incidents |
|                    | Number of Train Incidents per Train-Kilometer |
|                    | Number of Safety Incidents (per category)     |
|                    | Minute delays due to Safety incidents         |

6.7.9.7 The reconciled data from the Daily Handshake Process discussed under paragraph 6.6.1 will be used for Performance Management.

6.7.9.8 The data will be analysed and presented by the TRIM at the Route Logistics Forum discussed under paragraph 6.7.4.

### 6.7.4 ROUTE LOGISTICS FORUM

6.7.4.1 The Route Logistics Forum will provide a platform for joint planning and/or continuous improvement initiatives between the TRIM, Access Seekers, Yard Operators and Service Providers (where applicable), where the TRIM and all Access Seekers' performance are reviewed and where capacity issues are highlighted. It is a platform where issues of a systemic nature affecting multiple stakeholders be discussed and resolved. The purpose and outputs of this forum can be summarised non-exhaustively as follows:

- 6.7.4.1.1 Identify challenges and recurring issues experienced by the TRIM and Access Seeker on the Network, including contractual and operational issues.
- 6.7.4.1.2 Assess TRIM, Access Seeker and Yard Operating Service Provider performance improvement opportunities, maximising railway efficiency and service quality on the Network.
- 6.7.4.1.3 Assess how coordination of all TRIM, Access Seeker and Yard Operating Service Provider activities along the network can be improved, seeking ways to obtain an optimal balance of Trains.
- 6.7.4.1.4 Discuss general performance standards in relation to overall Network performance and throughput.
- 6.7.4.1.5 Discuss TRIM, Access Seekers and Service Provider SLA KPIs and KPI performance issues.
- 6.7.4.1.6 Discuss unresolvable deviation-related disputes raised by any of the parties.
- 6.7.4.1.7 Discuss future Rail Network improvements and investments that are required, including immediate rehabilitation work required, acknowledging funding and other business constraints.
- 6.7.4.1.8 Recommend deliverables and actions for the TRIM, Access Seekers, and Yard Operating Service Providers.
- 6.7.4.1.9 Monitor the delivery of agreed forum actions (covering TRIM, Access Seeker and Service Provider responsibilities).
- 6.7.4.1.10 Review and advise on risks and issues raised by the forum, and management thereof as they arise including the escalation of risks and issues outside the Forum boundaries to the appropriate governance structures and individuals.
- 6.7.4.1.11 Discuss issues pertaining to integration with other TRIMs and other Transnet ODs.
- 6.7.4.1.12 Issues that cannot be resolved by the Route Logistics Forum should be escalated to the Regulator (for further resolution).

## 6.7.5 DISPUTE RESOLUTION

- 6.7.5.1 The TRIM deploys several mechanisms to resolve disputes that may be raised by Users/Access Seekers during the course of business. The generic dispute resolution process can be referenced in **Annexure 35: TRIM Dispute resolution process**. This process provides the basic steps an Access Seeker must follow to route their disputes within the TRIM's organisation before approaching external stakeholders such as the Transport Economic Regulator, etc.
- 6.7.5.2 Furthermore, the TRIM has identified key types of disputes and designed internal mechanisms which include relevant escalation steps. For Operations related disputes, the TRIM has designed collaborative processes including the Clearing House process, the Handshake process, the Route Logistics Forum and ordinary

complaints management processes routed via the customer service management department and key account management.

#### 6.7.6 TYPES OF DISPUTES AND RESOLUTION MECHANISMS

- 6.7.6.1 Capacity Allocation disputes can be lodged with the TRIM during the consultation window of the applications process for resolution.
- 6.7.6.2 Contractual disputes are to be addressed through the standard contract with all Access Seekers.
- 6.7.6.3 Daily post-production disputes are to be addressed through the Clearinghouse and Daily Handshake process conducted by the TRIM and appointed representatives of the Access Seekers.
- 6.7.6.4 Matters that cannot be dealt with through the above processes must be referred to the Regulator as outlined in the ERT Bill. The Regulator should provide the mechanism for resolving these disputes.

#### 6.7.7 OPERATIONAL DISPUTE MANAGEMENT PROCESS

- 6.7.7.1 Matters and/or circumstances beyond the TRIM's control may force the TRIM to make deviation management intervention decisions (e.g., cancellations, staging, replanning, rescheduling or rerouting of Trains) without inputs from all stakeholders. Reasons for and impact of all deviation management interventions must be recorded by the TRIM, and shared, discussed and signed off by all stakeholders at the daily handshake meetings.
- 6.7.7.2 It is understood that some stakeholders may feel disadvantaged and unsatisfied by the TRIM's decisions referred to in the foregoing paragraph, in which case the aggrieved stakeholder may submit their written concerns to the TRIM for resolution. The TRIM shall, upon receipt of the lodged dispute, respond to the aggrieved stakeholder(s), indicating (a) why the decision was taken in the manner it was, and (b) what the bigger impact would have been had the TRIM delayed and waited for input from the stakeholders before acting.
- 6.7.7.3 Should the aggrieved stakeholders not be satisfied with the TRIM's response, they can exercise their right to lodge a dispute with the Regulator for a non-biased resolution. However, the TRIM can appeal the Regulator's resolution should it be found that the resolution will be detrimental to the overall operation, rendering the ITP unstable and laden with unresolvable conflicts.



## CHAPTER 7: ANCILLARY & OPERATIONS SERVICES

## 7 CHAPTER 7: ANCILLARY FACILITIES AND OPERATIONS SERVICES

### 7.1 INTRODUCTION

7.1.1 As stated in Chapter 5, Ancillary Facilities Services refer to access to facility services within the Rail Yards required by Access Seekers for the preparation of trains to enter the main line network. Access to these service facilities is managed by yard operators on behalf of the Infrastructure Manager (TRIM). These services are requested by users/Customers as required and are therefore not automatically part of the standard Train Path access services and are any services that are not included in the Minimum Access Package (MAP).

7.1.2 The TRIM differentiates between:

7.1.2.1 **Ancillary facilities services**, which means access to physical structure or assets; and

7.1.2.2 **Operations services**, which means activities undertaken by a yard operator to enable safe, orderly and neutral movement of trains within the yards before departure.

7.1.3 Ancillary services constitute services that are not included in the MAP, are optional to the Access Seeker, could be Corridor specific, and are Commercially negotiable based on the Access Seeker specific needs.

7.1.4 The Ancillary services include the following:

| <b>Facilities Services</b><br><i>Access to facilities required by Access Seeker for the preparation of trains before entering the main line network.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Engineering and Technical Support</b><br><i>Engineering and infrastructure development support functions required by rail industry stakeholders for the safe, reliable and compliant use and development of the infrastructure.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Emergency Services / Hazmat</b><br><i>Specialized support for the safe handling, emergency response and mitigation of hazardous materials incidents on or close to the rail network.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>ICT / Telecoms</b><br><i>Access to communication networks and systems required by Train Operating Companies (Access Seekers) for train operations and coordination on the rail infrastructure.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>Granting operators (Access Seeker's) access to: <ul style="list-style-type: none"> <li>✓ Over and above MAP Yards and stations for staging, assembling, and dispatching of trains.</li> <li>✓ Fueling depots for diesel locomotive refueling</li> <li>✓ Container terminals for container cargo handling and modal transfers.</li> <li>✓ Rolling stock washing and cleaning facilities</li> </ul> </li> <li>Wayleaves - Leasing rights of use for portions of TRIM-owned servitudes to third parties.</li> <li>Granting rights for advertising on TRIM-owned assets and properties.</li> </ol> | <ol style="list-style-type: none"> <li>Processing and reviewing of wayleave applications on or through TRIM infrastructure.</li> <li>Consultation services - Review and validation of external rail infrastructure designs and technologies</li> <li>Consultation services - Inspections of private sidings to ensure safety and operational compliance</li> <li>Consulting Services - Processing and engineering reviews of level crossing applications for upgrades or new developments</li> <li>Consulting services - Specialist testing and commissioning of rail infrastructure and equipment.</li> <li>Rental of weight bridge calibration test train (wagons)</li> <li>Provision of professional support to develop, assess, and validate business cases for rail-related projects</li> <li>Comprehensive assessment of new locomotives or wagons to determine safety and technical compatibility on TRIM network, when outside of Train Path allocation process.</li> <li>Technical services for calibration, repair, and certification of private sidings</li> </ol> | <ol style="list-style-type: none"> <li>Emergency response services such as: <ul style="list-style-type: none"> <li>✓ Fire firefighting Services</li> <li>✓ Hazardous materials (HAZMAT) response emergency</li> <li>✓ Rescue operations</li> <li>✓ Support during rail-related occurrences</li> </ul> </li> <li>Inspection, Maintenance and testing services of portable and fixed fire protection equipment, including: <ul style="list-style-type: none"> <li>✓ Dry Chemical Powder (DCP)</li> <li>✓ Carbon Dioxide (CO<sub>2</sub>)</li> <li>✓ Water and Foam fire extinguishers</li> <li>✓ Fire hose reels</li> <li>✓ Fire hydrants</li> </ul> </li> <li>Supply and installation of new fire equipment (for private sidings) and signages such as: <ul style="list-style-type: none"> <li>✓ <b>Equipment:</b> Dry Chemical Powder (DCP), Carbon Dioxide (CO<sub>2</sub>), Water and Foam fire extinguishers, Hydrant Head and Hose Reel</li> </ul> </li> </ol> | <ol style="list-style-type: none"> <li>Unlit optical fibre capacity on National Long Distance (NLD) (50 – 1000km) routes <ul style="list-style-type: none"> <li>✓ Lease of dark optical fibre cables NLD (50 - 1000km)</li> <li>✓ Maintenance of leased fibre links to ensure operational integrity (NLD) 50 - 1000km</li> <li>✓ Space in Comms Room 3X 3</li> <li>✓ Utilities (electricity) MRC</li> <li>✓ Site Access</li> </ul> </li> <li>Unlit optical fibre capacity on metro (0–50km) <ul style="list-style-type: none"> <li>✓ Lease of dark optical fibre cables (Metro) 0 - 50km</li> <li>✓ Maintenance of leased fibre links to ensure operational integrity (Metro) 0 - 50km</li> <li>✓ Digital transmission link with a capacity of 2.048 Mbps (E1)</li> <li>✓ Synchronous Transport Module – level 1 <ul style="list-style-type: none"> <li>➢ STM-1 (155.52 Mbps); STM-4 (622 Mbps); STM-16 (2.5 Gbps); STM-64 (10 Gbps)</li> <li>➢ Installation of non-TRIM optic fibre cables</li> </ul> </li> </ul> </li> </ol> |

|  |                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>weighbridges to ensure accuracy and compliance with national standards.</p> <p>13. Access to data from continuous monitoring and assessment of ACCESS SEEKER's locomotive pantographs to ensure safe interaction with overhead traction equipment (OHTE).</p> <p>14. Provision of pre-construction support services for third-party projects.</p> <p>15. Rental of cabooses</p> | <p>✓ <b>Signages:</b> Fire Extinguisher, Emergency Escape Route, Emergency Lighting, Directional Arrow, Assembly Points, Hose Reels and Fire Hydrant</p> <p>19. Provision of fire technical support services (on Private Access Seeker resources/assets):</p> <ul style="list-style-type: none"> <li>✓ Fire Safety/ Prevention Inspection</li> <li>✓ Fire Risk Assessment Services</li> <li>✓ Dangerous Goods Rail Route Risk Profiling</li> <li>✓ Dangerous Goods Risk Assessment</li> <li>✓ Emergency Preparedness Plan, Simulations and Report facilitation services (Training)</li> <li>✓ Basic Fire Safety and equipment use Training</li> <li>✓ MHI Site Safety Compliance Training</li> </ul> | <p>(underground and overhead)</p> <p>22. Radio support services for compulsory onboard train communication</p> <p>Radio supply, programming, testing and access to the network.</p> <ul style="list-style-type: none"> <li>➤ Train Cab System incl Integrated Onboard Operating System, Train Radio Boxes, Telemeters</li> <li>➤ Voice Logging /Recording</li> <li>➤ Radio support services for operational yards (Mobile Radio, Handheld Radio &amp; Base Stations)</li> <li>➤ Radio Engineering Services incl Project Management, Network Planning &amp; Radio Design.</li> </ul> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- 7.1.5 An Access Seeker that requires any ancillary services over and above what is included in the MAP can engage with the TRIM directly.

## 7.2 REGULATORY ASPECTS

- 7.2.1 Access to common use service facilities listed in section 7.3 is managed by third party Yard Operating service providers on behalf of the TRIM using rules outlined in this section which will be regulated to ensure fairness and neutrality.
- 7.2.2 Access will be regulated and monitored to ensure:
- 7.2.2.1 Non-discriminatory treatment of all Access Seekers;
  - 7.2.2.2 Transparency and fairness;
  - 7.2.2.3 Competitive neutrality; and
  - 7.2.2.4 Efficient utilisation of yard capacity.
- 7.2.3 For the 2024/25 and 2025/26 timetable periods, access to service facilities as described in section 7.3 were not itemised and therefore they were covered in the basic access fee.
- 7.2.4 For the 2026/27 timetable period, the TRIM will introduce itemised ancillary service charges aligned to cost-based and regulator-approved methodologies.
- 7.2.5 Requirements of access to Rail Yards and service facilities must be indicated in the Access Seekers application. The TRIM will assess required access to service facilities, including common use Rail Yards, and apply fairness to grant access for the purpose of Train preparation.

## 7.3 ANCILLARY FACILITIES SERVICES

- 7.3.1 The TRIM will grant access to lines in facilities listed in paragraph 7.3.5. and provide services listed in paragraph 7.3.7. This access and services will not include any Train handling activities listed in paragraph 7.3.6.
- 7.3.2 The TRIM will provide a Standard Usage Time of the lines within the service facilities listed in paragraph 7.3.5 for the purpose of preparing Trains for departure as stipulated in the final service designs of the prevailing timetabling period (Design Dwell Time).
- 7.3.3 Access Seekers are entitled to use the service facilities in the yard for the duration stipulated in the service designs of the prevailing timetabling period. Overstay penalties apply in accordance with principles set out in Chapter 5.
- 7.3.4 The TRIM is developing the capability to itemise a catalogue of the following services which users and Access Seekers can opt in as required. For the 2024/25 and 2025/26, these ancillary facilities services are not yet available at an itemised level. Some of the services will be available from 2026/27 with further iterations in later publications.

### 7.3.5 ANCILLARY FACILITIES SERVICES IDENTIFIED

A comprehensive list of available and operational ancillary services facilities and their pricing methodologies, Access Seekers will be published in **Annexure 40: Ancillary Services Catalogue**. Some of these services are:

- 7.3.5.1 Freight terminals;
- 7.3.5.2 Rail Yard facilities (including access to depot next to yards for minor maintenance etc.);
- 7.3.5.3 Storage sidings/rail yards/line (offering parking areas for Trains, rail wagons and Locomotives);
- 7.3.5.4 Provision of access to ICT and telecommunications including supply of Trunk radios, access to fibre connectivity, signalling network interfaces and leasing of excess optic fibre capacity and colocation services);
- 7.3.5.5 Provision of access to cleaning and washing facilities for Rolling Stock;
- 7.3.5.6 Provision of access to waiting areas/lounges and ablution facilities as part of access to yards and terminals;
- 7.3.5.7 Provision of access to locomotive refuelling depot;
- 7.3.5.8 Leasing of Sidings, vacant properties and associated facilities.

### 7.3.6 ANCILLARY FACILITIES SERVICES NOT PROVIDED BY THE TRIM

- 7.3.6.1 Access to locomotive maintenance depots is not provided by the TRIM and must be discussed and arranged with Transnet Engineering and other similar service providers.
- 7.3.6.2 Access Seekers should contact the National Ports Authority for access to Port Terminals and facilities.

- 7.3.6.3 Access Seekers should contact Leasing Companies for Rolling Stock where there is such interest.

### 7.3.7 OTHER NON-ACCESS RELATED SERVICES

- 7.3.7.1 Provision of emergency response and incident recovery services, including access to the TRIM's emergency equipment, first-responder coordination and recovery / clearance support; and
- 7.3.7.2 Other services include fire equipment maintenance services, equipment and escape signages supply services, fire risk assessments, fire evacuation drills and fire training grounds.
- 7.3.7.3 Provision of technical and engineering support services, including:
  - 7.4.7.3.1 Processing and reviewing of wayleave applications on or through the TRIM infrastructure;
  - 7.4.7.3.2 Reviewing and validating external rail infrastructure designs and technologies such as those for privately owned Sidings, privately owned or concessioned rail lines, substations, new operating philosophies;
  - 7.4.7.3.3 Inspections of private sidings to ensure safety and operational compliance;
  - 7.4.7.3.4 Processing and engineering reviews of level crossing applications for upgrades or new developments;
  - 7.4.7.3.5 Rental of weight bridge calibration test train (wagons);
  - 7.4.7.3.6 Provision of professional support to develop, assess, and validate business cases for rail-related projects;
  - 7.4.7.3.7 Comprehensive assessment of new locomotives or wagons to determine safety and technical compatibility on the TRIM network;
  - 7.4.7.3.8 Specialist testing and commissioning of rail infrastructure and equipment;
  - 7.4.7.3.9 Technical services for calibration, repair and certification of private sidings weighbridges to ensure accuracy and compliance with national standards;
  - 7.4.7.3.10 Provision of real-time location and movement tracking services for Access Seeker rolling stock through the TRIM's Vehicle Identification System (VIS) and CS90 platforms;

- 7.4.7.3.11 Provision of condition monitoring data from the TRIM's wayside systems (Wheel Profile Monitor, Acoustic Bearing Evaluator, Weigh-in-Motion, etc.) for Access Seekers rolling stock maintenance planning purposes;
- 7.4.7.3.12 Access to data from continuous monitoring and assessment of Access Seekers locomotive pantographs to ensure safe interaction with overhead traction equipment (OHE);
- 7.4.7.3.13 Provision of pre-construction support services for third-party projects;
- 7.4.7.3.14 Provision of access to the TRIM's standardised rail infrastructure technical specifications (track, signalling, telecoms, yards, depots, etc.) for use by industry participants, contractors, and concessionaires;
- 7.4.7.3.15 Rental of the TRIM cabooses to Access Seeker and third parties; and
- 7.4.7.3.16 Rail Network Construction services

## **7.5 REGULATED YARD OPERATIONS SERVICES**

- 7.5.7 The services listed in this section will be performed by Yard Operations service providers on behalf of the TRIM for the purpose of ensuring fair access and orderly movement within the marshalling yards and terminals.
- 7.5.8 The TRIM has an obligation to ensure that the rail network operates at the optimal efficiency standards. This requires the implementation of Service Level Agreements with yard operators and fair regulation of appropriate activities in the yards.
- 7.5.9 The services listed in this section will be regulated by the TRIM in accordance with the rules of fairness, transparency, and competitive neutrality as outlined in the Operations Services agreement with required service levels by and between the TRIM and a Service Provider and between the Service Provider and each Access Seeker respectively:
  - 7.5.9.3 Shunting of Trains into and out of Rail Yards;
  - 7.5.9.4 Removal of Access Seeker's NTGs from the shared lines within Rail Yards;
  - 7.5.9.5 Clearing of Main Line and clearing of any facilities in cases of incidents to restore rail services on the network;
  - 7.5.9.6 Acceptance and dispatching Trains into and out of Rail Yards;
  - 7.5.9.7 Managing and regulating yard planning and marshalling activities;
  - 7.5.9.8 Shunting out of NTG rail wagons where necessary;
  - 7.5.9.9 Staging of NTG rail wagons in a demarcated part of yard;
  - 7.5.9.10 It is the responsibility of the Access Seeker to remove NTGs and move them to their nominated repair location(s); however, should an Access Seeker staff not be within the vicinity of the required movement, the TRIM will deploy its resources via the service provider to affect the required movement; and
  - 7.5.9.11 Admitting Access Seeker Locomotives to a Rail Yard.

## **7.6 INDEPENDENT OPERATIONS SERVICES**

- 7.6.1 The following services are not provided by the TRIM or by its yard operator and must be sourced independently by each Access Seeker:
- 7.6.2 Access Seekers must conduct and, or source and procure this non-exhaustive list of operations services to enable the building and breaking of Trains, and clearance and placement of Rail wagons from siding to yard, from independent service providers. These services include but are not limited to:
  - 7.6.2.1 Load Inspection services;
  - 7.6.2.2 Removal of Access Seeker NTGs and doing of running repairs;
  - 7.6.2.3 Day-to-day Rolling Stock pre-departure inspections;
  - 7.6.2.4 Terminal operational services (including terminal handling, storage and siding loading / offloading services);
  - 7.6.2.5 Wagon and locomotive maintenance services;
  - 7.6.2.6 Wagon leasing services;
  - 7.6.2.7 Crew training and competency certification services; and
  - 7.6.2.8 Locomotive leasing services.

## **7.7 PRINCIPLES OF SUPPLYING ANCILLARY SERVICES**

- 7.7.1 To ensure equitable and efficient use of rail yard capacity, the TRIM will:
  - 7.7.1.1 Conduct yard capacity assessments and determine available capacity per yard;
  - 7.7.1.2 Analyse each Access Seekers yard capacity requirements as part of the annual application process;
  - 7.7.1.3 Allocate Yard Usage Time per Access Seeker through yard designs.
  - 7.7.1.4 Establish and facilitate SLAs between:
    - 7.7.1.4.1 The TRIM and Yard Operator; and
    - 7.7.1.4.2 Yard Operator and each Access Seeker.
  - 7.7.1.5 The SLA will outline:
    - 7.7.1.5.1 Services provided;
    - 7.7.1.5.2 Performance standards;
    - 7.7.1.5.3 Yard Usage Time allocations;
    - 7.7.1.5.4 Penalties for overstays or non-compliance' and
    - 7.7.1.5.5 Reporting and data requirements.
  - 7.7.1.6 The expanded ancillary service categories, including ICT/telecommunications, technical and engineering support, and emergency response services, will be incorporated into the SLAs and the ancillary services catalogue as the TRIM develops itemised service offerings.

- 7.7.1.7 For each Contract Year, each Access Seeker's application will be used to determine the Access Seeker's Yard Usage Time required for each Rail Yard. Penalties, commensurate with the operating costs of each yard, will be stipulated in the contractual agreements.

## **7.8 APPLICATION PROCESS FOR SERVICE FACILITIES FOR THE TIMETABLE PERIOD 2026/27**

- 7.8.1 The TRIM did not introduce Ancillary Services in the 2025/26 Timetable Period.
- 7.8.2 Any new or extended Ancillary Services can only be implemented from the start of the new financial year on 1 April 2026, once the necessary internal approvals, costing, pricing, and governance processes are completed. Instead, the standard tariff which has been recommended by the Minister of Transport will encompass the use of TRIM facilities as outlined in the earlier section.
- 7.8.3 Contracted Access Seeker's must specify the services they require to support the fulfilment and utilisation of Train Paths applied for on the Main Line during the application process. These applications for the use of facilities will be evaluated when service designs and Master Train Schedules are being developed. Charges for these services will be determined and applied on an ad hoc basis for the financial year 2026/27.
- 7.8.4 Agreements between the TRIM and Access Seeker's and between the TRIM and service providers will be formulated for Ancillary Services.
- 7.8.5 In cases where the defined Yard Usage Time is exceeded by an Access Seeker as reported by the appointed Yard Operator and daily Handshake reports, appropriate penalties will be charged. Over time, the TRIM will specify these standard times per facility for each yard type. The Service Provider, appointed by the TRIM to oversee Train marshalling activities in the yards, must record the arrival and departure times of each Access Seeker's train into / out of each Rail Yard.
- 7.8.6 The TRIM is actively exploring technology solutions to automate the recording of arrival and departure times for the Access Seeker's trains in Rail Yards. In future, technological advancements will be leveraged to collect departure and arrival information for all Trains entering and exiting Rail Yards efficiently.



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