



WESTERN
AUSTRALIAN
GOVERNMENT
Gazette

7197



PERTH, TUESDAY, 12 DECEMBER 2000 No. 271 SPECIAL

PUBLISHED BY AUTHORITY JOHN A. STRIJK, GOVERNMENT PRINTER AT 4.00 PM

RAIL FREIGHT SYSTEM ACT 2000

RAIL FREIGHT SYSTEM (TRANSFER) ORDER (No. 2) 2000
made under section 23 of the Rail Freight System Act 2000

Made by the Minister for Transport.

1. Citation

This order may be cited as the *Rail Freight System (Transfer) Order (No.2) 2000*.

2. Meaning of terms

In this order—

“**Commission**” has the meaning given by section 2 of the *Government Railways Act 1904*.

“**Network Lessees**” means WestNet NarrowGauge Pty Ltd (ACN 094 736 900) and WestNet StandardGauge Pty Ltd (ACN 094 819 360).

“**Network Lessee Manager**” means WestNet Rail Pty Ltd (ACN 094 721 301) as manager for and on behalf of the Network Lessees.

“**Purchaser**” means Australia Western Railroad Pty Ltd (ACN 094 792 275).

“**Schedule 2**” means Schedule 2 to the *Rail Freight System (Transfer) Order 2000*.

“**the Act**” means the *Rail Freight System Act 2000*.

“**Transfer Time**” means the Completion Time on the Completion Date defined in the Agreement for Sale of Business dated 30 October 2000 between Hon. Murray Criddle MLC, Minister for Transport, exercising powers under section 13 and section 44 of the Act; the Commission; Hon. Richard Fairfax Court MLA, Treasurer, exercising power under section 20 of the Act; Westrail Freight Employment Pty Ltd; AWR Holdings WA Pty Ltd; the Purchaser; WestNet StandardGauge Pty Ltd; WestNet NarrowGauge Pty Ltd; AWR Lease Co. Pty Ltd; and Australian Railroad Group Pty Ltd.

3. Purpose of order

This order is made for the purpose of assigning certain things in order to give effect to the disposal, within the meaning of the Act, of the Commission’s rail freight business as a going concern.

4. Assignment of contracts arising from internal arrangements of the Commission

On and from the Transfer Time—

- (a) it is hereby expressly specified for the purposes of section 23(1)(d) and section 24(1)(b) of the Act that—
 - (i) the Country Passenger Access Agreement specified in paragraph 1 of Schedule 2 will have effect as if references to the Network Lessee Manager were substituted for references in it to the Commission;
 - (ii) the Urban Train Maintenance Agreement specified in paragraph 2 of Schedule 2 will have effect as if reference to the Purchaser were substituted for references in it to the “Acting General Manager Freight”, “Freight” and “your”; and
 - (iii) the Country Passenger Maintenance Agreement specified in paragraph 3 of Schedule 2 will have effect as if reference to the Purchaser were substituted for references in it to the “Westrail Freight Services Group”; and
- (b) for the purposes of section 23(1)(d) and section 24(1)(b) of the Act, it is expressly specified that neither the Purchaser, the Network Lessees nor the Network Lessee Manager will be liable for any liability under any of the foregoing which has arisen prior to the Transfer Time and the Commission will remain liable.

MURRAY CRIDDLE, Minister for Transport.

