



# Government Gazette

OF THE STATE OF  
NEW SOUTH WALES

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## LEGISLATION

### Proclamations



New South Wales

## Proclamation

under the

Crimes Amendment (Organised Car and Boat Theft) Act 2006  
No 26

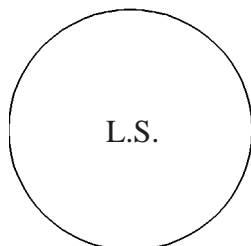
MARIE BASHIR, Governor

I, Professor Marie Bashir AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of section 2 of the *Crimes Amendment (Organised Car and Boat Theft) Act 2006*, do, by this my Proclamation, appoint 1 September 2006 as the day on which that Act commences.

Signed and sealed at Sydney, this 30th day of August 2006.

By Her Excellency's Command,

BOB DEBUS, M.P.,  
Attorney General



GOD SAVE THE QUEEN!



New South Wales

## Proclamation

under the

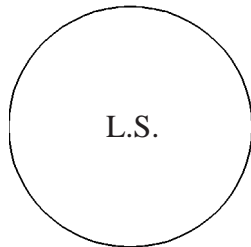
Motor Accidents (Lifetime Care and Support) Act 2006 No 16

MARIE BASHIR, Governor

I, Professor Marie Bashir AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of section 2 of the *Motor Accidents (Lifetime Care and Support) Act 2006*, do, by this my Proclamation, appoint 1 October 2006 as the day on which the uncommenced provisions of that Act commence.

Signed and sealed at Sydney, this 30th day of August 2006.

By Her Excellency's Command,



JOHN DELLA BOSCA, M.L.C.,  
Minister for Commerce

GOD SAVE THE QUEEN!



New South Wales

## Proclamation

under the

Prisoners (Interstate Transfer) Amendment Act 2005 No 21

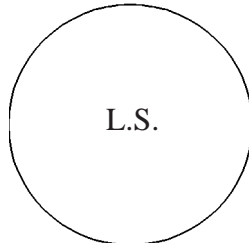
MARIE BASHIR, Governor

I, Professor Marie Bashir AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of section 2 of the *Prisoners (Interstate Transfer) Amendment Act 2005*, do, by this my Proclamation, appoint 11 September 2006 as the day on which that Act commences.

Signed and sealed at Sydney, this 30th day of August 2006.

By Her Excellency's Command,

ANTHONY KELLY, M.L.C.,  
Minister for Justice



GOD SAVE THE QUEEN!



New South Wales

## Proclamation

under the

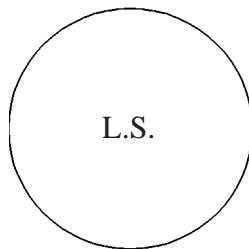
Roman Catholic Church Communities' Lands Act 1942

MARIE BASHIR, Governor

I, Professor Marie Bashir AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of section 2 (2) of the *Roman Catholic Church Communities' Lands Act 1942*, do, by this my Proclamation, add the canonical name of "Catholic Aged Care Sydney." to Column 1 of Schedule 2 to that Act, and add to Column 2 of that Schedule opposite that name the corporate name "Trustees of Catholic Aged Care Sydney."

Signed and sealed at Sydney, this 23rd day of August 2006.

By Her Excellency's Command,



BOB DEBUS, M.P.,  
Attorney General

GOD SAVE THE QUEEN!

### Explanatory note

Schedule 2 to the *Roman Catholic Church Communities' Lands Act 1942* contains canonical and corporate names of certain Roman Catholic orders, congregations, communities, associations and societies. By virtue of being listed in that Schedule, each organisation is a community as defined in the Act and, by virtue of the Act, the trustees of community land for each community become a body corporate and acquire the powers conferred by the Act in relation to the property held by them.

The object of this Proclamation is to add Catholic Aged Care Sydney and the corporate name of the trustees of that community to Schedule 2 to the Act.



New South Wales

# Proclamation

under the

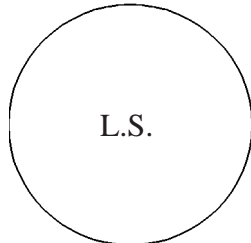
State Property Authority Act 2006 No 40

MARIE BASHIR, Governor

I, Professor Marie Bashir AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of section 2 of the *State Property Authority Act 2006*, do, by this my Proclamation, appoint 1 September 2006 as the day on which that Act commences.

Signed and sealed at Sydney, this 30th day of August 2006.

By Her Excellency's Command,



MORRIS IEMMA, M.P.,  
Premier

GOD SAVE THE QUEEN!



New South Wales

## Proclamation

under the

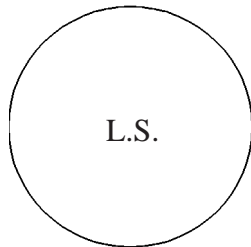
Veterinary Practice Act 2003

MARIE BASHIR, Governor

I, Professor Marie Bashir AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of section 2 (1) of the *Veterinary Practice Act 2003*, do, by this my Proclamation, appoint 1 September 2006 as the day on which the uncommenced provisions of that Act (other than Schedule 3.17 and 3.21) commence.

Signed and sealed at Sydney, this 30th day of August 2006.

By Her Excellency's Command,



IAN MACDONALD, M.L.C.,  
Minister for Primary Industries

GOD SAVE THE QUEEN!

### Explanatory note

The object of this Proclamation is to commence the majority of the uncommenced provisions of the *Veterinary Practice Act 2003*. The provisions that are not being commenced amend regulations that will be repealed by other legislation at the same time as this Proclamation takes effect.

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# Regulations

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New South Wales

## Building and Construction Industry Long Service Payments Regulation 2006

under the

Building and Construction Industry Long Service Payments Act  
1986

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Building and Construction Industry Long Service Payments Act 1986*.

JOHN DELLA BOSCA, M.L.C.,  
Minister for Industrial Relations

### Explanatory note

The object of this Regulation is to remake, with minor amendments, the provisions of the *Building and Construction Industry Long Service Payments Regulation 2000* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*. The new Regulation deals with, amongst other things, the following matters:

- (a) the definition of standard pay,
- (b) the circumstances in which a registered worker does not accumulate a service credit,
- (c) the retirement age for certain workers,
- (d) the circumstances in which a long service levy is not payable in respect of the erection of a building (these include where the cost of erecting the building is less than \$25,000, or where the building is erected for a statutory body or a non-profit organisation),
- (e) the rates of long service levies based on the cost of erecting the building concerned,
- (f) the records to be kept by employers about their workers, and the particulars to be contained in those records.

This Regulation is made under the *Building and Construction Industry Long Service Payments Act 1986*, including sections 3 (1), 19 (1), 21 (4) (c), 24 (2A), 27 (1), 32A (5), 34 (2) (c), 35, 41 (6) (b), 42 (5) (b), 43 (6) (b), 45, 47 (5), 54 (1) (b) and (2), 56 (1) and (2) and 65 (the general regulation-making power).

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Building and Construction Industry Long Service Payments Regulation 2006

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Building and Construction Industry Long Service Payments Regulation 2006 Clause 1

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## Building and Construction Industry Long Service Payments Regulation 2006

under the

Building and Construction Industry Long Service Payments Act 1986

### 1 Name of Regulation

This Regulation is the *Building and Construction Industry Long Service Payments Regulation 2006*.

### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Building and Construction Industry Long Service Payments Regulation 2000* which is repealed on 1 September 2006 under section 10 (2) of the *Subordinate Legislation Act 1989*.

### 3 Definition and notes

(1) In this Regulation:

*the Act* means the *Building and Construction Industry Long Service Payments Act 1986*.

(2) Notes in this Regulation do not form part of this Regulation.

### 4 Prescribed awards

(1) For the purposes of paragraphs (a) and (b) (ii) of the definition of *building and construction work* in section 3 (1) of the Act, the prescribed awards are:

(a) the following awards made (or taken to be made) under the *Industrial Relations Act 1996*:

- (i) Building and Construction Industry (State) Award,
- (ii) Building Crane Drivers (State) Award published 9 March 1977,
- (iii) Electrical Contracting Industry (State) Award 1992,
- (iv) Gangers (State) Award published 29 January 1975,
- (v) General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award published 21 December 1977,
- (vi) Glass Workers (State) Award,

Clause 4 Building and Construction Industry Long Service Payments Regulation 2006

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- (vii) Plant, &c., Operators on Construction (State) Award,
  - (viii) Plumbers and Gasfitters (State) Award published 11 July 1984,
  - (ix) The Joiners (State) Award published 17 November 1982, and
- (b) the following Federal awards:
- (i) Asphalt and Bitumen Industry (NSW and ACT) Award 1994,
  - (ii) National Building and Construction Industry Award 1990,
  - (iii) National Joinery and Building Trades Products Award 1993,
  - (iv) National Metal and Engineering On-Site Construction Industry Award 1989,
  - (v) Plumbing Industry (New South Wales) Award 1983,
  - (vi) Sprinkler Pipe Fitters Award (Federal).
- (2) In the application of this clause to a registered worker, the following awards are prescribed in respect of work in the building and construction industry performed on or after the date on which the person became a registered worker:
- (a) the Glass Workers (State) Award,
  - (b) the National Metal and Engineering On-Site Construction Industry Award 1989.
- (3) A reference in this clause to an award is a reference to the award as in force as at 1 September 1995.
- (4) Despite subclause (3), a reference in this clause to the following awards is a reference to those awards as in force as at 1 July 1998:
- (a) Asphalt and Bitumen Industry (NSW and ACT) Award 1994,
  - (b) Electrical Contracting Industry (State) Award 1992,
  - (c) National Building and Construction Industry Award 1990,
  - (d) National Joinery and Building Trades Products Award 1993.
- (5) Despite subclause (3), a reference in this clause to the Building and Construction Industry (State) Award is a reference to that award as in force as at 31 August 2001.

**5 Standard pay**

For the purposes of the definition of *standard pay* in section 3 (1) of the Act, *standard pay* means the amount of ordinary pay that is payable at the rate applicable to the classification “carpenter and joiner” under the Building and Construction Industry (State) Award published in the Industrial Gazette on 31 August 2001 in respect of work on 5 working days during those hours in which ordinary pay is payable.

**6 Non-service days—prescribed days to be disregarded**

- (1) For the purposes of section 19 (1) of the Act, any day on which, because of a circumstance specified in subclause (2), a registered worker does not accumulate a service credit is prescribed as a day to be disregarded in calculations made under section 19 (1A) or (1B) of the Act in respect of the worker.
- (2) The circumstances are the following:
  - (a) the worker does not work because she is pregnant,
  - (b) the worker does not work because he or she is caring for another person and is in receipt of a Commonwealth carer allowance under the *Social Security Act 1991* of the Commonwealth,
  - (c) the worker is performing building and construction work in a State or Territory in which there is not in force a law that provides for making payments of long service benefits to persons engaged in the building and construction industry in that State or Territory,
  - (d) the worker is performing building and construction work as an employee of:
    - (i) the Crown, or
    - (ii) a county council (within the meaning of the *Local Government Act 1993*), or
    - (iii) a local council,under an arrangement that does not provide for making payments of long service benefits to the employee.

**7 Prescribed costs**

For the purposes of section 21 (4) (c) of the Act, the prescribed costs incurred by a registered worker in deriving the assessable income referred to in section 21 (4) (b) of the Act are those losses and outgoings relating to materials and to contracts for labour and services that it is permissible to deduct, under the *Income Tax Assessment Act 1997* of the Commonwealth, from that assessable income.

Clause 8 Building and Construction Industry Long Service Payments Regulation 2006

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**8 Prescribed adjustment of service period**

For the purposes of section 24 (2A) of the Act, the prescribed adjustment of the period of service with which a worker may be credited in the register of workers kept under the Act is 220 days less the total number of days with which the worker is entitled to be credited in records of building and construction workers' service kept under one or more corresponding laws.

**9 Prescribed retiring age**

For the purposes of the definition of *prescribed retiring age* in section 27 (1) of the Act, the prescribed retiring age in respect of a worker who has been granted a pension under section 38 of the *Veterans' Entitlements Act 1986* of the Commonwealth is the age at which, under that Act, the worker became eligible to be granted that pension

**10 Prescribed interval**

- (1) For the purposes of section 32A (5) of the Act, the prescribed interval is:
  - (a) if the last recorded service of the worker is credited under the Act, the de-registration period of the State or Territory under which the worker seeks to claim service credits, or
  - (b) if the last recorded service of the worker is credited under a corresponding law—4 years.
- (2) In this clause, *de-registration period* means the period specified in the corresponding law which would either result in the worker being removed, or entitle the worker to be removed, from the building and construction workers' service record kept under that corresponding law for failing to accrue service credits.

**11 Exemptions from levy**

- (1) For the purposes of section 34 (2) (c) of the Act, a long service levy is not payable in respect of the erection of a building (within the meaning of Part 5 of the Act) if the cost of erecting the building is:
  - (a) in the case of a building in respect of which the Corporation determines that work on its erection commenced before 1 November 1988—less than \$10,000, or
  - (b) in the case of a building in respect of which the Corporation determines that work on its erection commenced between 1 November 1988 and 30 June 1997—less than \$50,000, or
  - (c) in the case of a building in respect of which the Corporation determines that work on its erection commenced on or after 1 July 1997—less than \$25,000.
- (2) For the purposes of section 34 (2) (c) of the Act, a long service levy is not payable in respect of the erection of a building (or a part of a building) if the Corporation is satisfied that:
  - (a) the building is to be erected for a body constituted under any State or Commonwealth Act (other than an Act prescribed for the purposes of paragraph (a) of the definition of *worker* in section 3 (1) of the Act) or for a local council or county council, and
  - (b) all the persons to be employed on site in erecting the building (or part of the building) will be persons employed under a contract of employment with that body or council.
- (3) For the purposes of section 34 (2) (c) of the Act, a long service levy is not payable in respect of the erection of a building (within the meaning of Part 5 of the Act) if:
  - (a) consent to the erection of the building is not required to be obtained under Part 3A, 4 or 5A of the *Environmental Planning and Assessment Act 1979*, and
  - (b) consent to the erection of the building is not required to be obtained under any other Act or regulation, and
  - (c) the erection of the building commenced on or after 1 May 2004.

Clause 12 Building and Construction Industry Long Service Payments Regulation 2006

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- (4) If:
- (a) a building is to be erected by or on behalf of a church or a non-profit organisation, or by an owner-builder, and
  - (b) the building is to be erected wholly or partly by voluntary labour, or by the labour of the owner-builder, and
  - (c) the Corporation so approves,
- a long service levy is not, for the purposes of section 34 (2) (c) of the Act, payable in respect of the voluntary component of the erection of the building.
- (5) A church, a non-profit organisation or an owner-builder by whom or on whose behalf a long service levy has been paid is entitled to a refund of so much (if any) of the levy as was, because of subclause (3), not properly payable.
- (6) In this clause:
- non-profit organisation** means:
- (a) a non-profit organisation having as one of its objects a charitable, benevolent, philanthropic or patriotic purpose, or
  - (b) any other non-profit sporting, religious or community organisation.
- owner-builder** means the holder of an owner-builder permit under the *Home Building Act 1989*.
- voluntary component**, in relation to the erection of a building, means that proportion of the cost of erecting the building that, in the opinion of the Corporation, the cost attributable to voluntary labour (or of the labour of the owner-builder) bears to the total cost of erecting the building, but not exceeding 50% nor exceeding the percentage that will result in a long service levy of less than \$50.

## 12 Prescribed rate of long service levy

- (1) For the purposes of section 35 of the Act, the prescribed rate is:
- (a) if the Corporation determines that work on the erection of the building commenced before 1 November 1988—0.5%, or
  - (b) if the Corporation determines that work on the erection of the building commenced between 1 November 1988 and 28 March 1993—0.1%, or
  - (c) if the Corporation determines that work on the erection of the building commenced between 29 March 1993 and 30 June 1997 and if an exemption notice was in force on the date the Corporation determines that work commenced—zero, or

- (d) if the Corporation determines that work on the erection of the building commenced between 1 July 1997 and 31 December 2005—0.2%, or
  - (e) if the Corporation determines that work on the erection of the building commenced on or after 1 January 2006—0.35%.
- (2) In this clause, *exemption notice* means a notice published in the Gazette by the Minister stating:
- (a) that an actuary has reported to the Corporation on the results of the actuary's investigation to determine the sufficiency of the Fund, and
  - (b) that the actuary has stated (pursuant to section 14 (4) of the Act) that in his or her opinion the rate of the long service levy should be reduced to zero for a period including the period specified in the notice.
- Note.** See the following Government Gazettes for exemption notices: GG No 30 of 26.3.1993, p 1429; GG No 170 of 16.12.1994, p 7499 and GG No 77 of 28.6.1996, p 3684.
- (3) An exemption notice remains in force for the period specified in the notice, but may be sooner revoked by further notice published in the Gazette.
- (4) For the purposes of section 35 of the Act, the prescribed rate for an additional amount of the long service levy under section 41 of the Act:
- (a) being an additional amount payable between 1 November 1988 and 28 March 1993—is 0.1% of the excess cost of erecting the building, or
  - (b) being an additional amount payable between 29 March 1993 and 30 June 1997—is zero per cent of the excess cost of erecting the building, or
  - (c) being an additional amount payable between 1 July 1997 and 31 December 2005—is 0.2% of the excess cost of erecting the building, or
  - (d) being an additional amount payable on or after 1 January 2006—is 0.35% of the excess cost of erecting the building.

### 13 Prescribed amounts

- (1) For the purposes of section 41 (6) (b) of the Act, the prescribed amount is:
- (a) in the case of a building in respect of which the Corporation determines that work on its erection commenced between 1 November 1988 and 30 June 1997—\$50,000, or

Clause 14 Building and Construction Industry Long Service Payments Regulation 2006

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- (b) in the case of a building in respect of which the Corporation determines that work on its erection commenced on or after 1 July 1997—\$25,000.
- (2) For the purposes of section 42 (5) (b) of the Act, the prescribed amount is:
  - (a) in the case of a building in respect of which the Corporation determines that work on its erection commenced between 1 November 1988 and 30 June 1997—\$50,000, or
  - (b) in the case of a building in respect of which the Corporation determines that work on its erection commenced on or after 1 July 1997—\$25,000.
- (3) For the purposes of section 43 (6) (b) of the Act, the prescribed amount is:
  - (a) in the case of a building in respect of which the Corporation determines that work on its erection commenced between 1 November 1988 and 30 June 1997—\$500,000, or
  - (b) in the case of a building in respect of which the Corporation determines that work on its erection commenced on or after 1 July 1997—\$10,000,000.

#### 14 Commencement of work

- (1) This clause applies to determinations made by the Corporation in relation to clauses 11, 12 and 13.
- (2) The Corporation must not determine that work on the erection of a building commenced before 1 November 1988 unless the Corporation is satisfied that each of the following occurred before 1 November 1988:
  - (a) in the case of a building the erection of which required approval under Division 4 of Part 11 of the *Local Government Act 1919*—the granting by a council of the approval required for the erection of the building,
  - (b) the signing of any contract entered into for the erection of the building,
  - (c) the commencement of work on the erection of at least part of the building, but only if the work was a genuine commencement of work on the erection of the building.
- (3) The Corporation must not determine that work on the erection of a building commenced between 1 November 1988 and 28 March 1993 unless the Corporation is satisfied that work on the erection of at least part of the building commenced between those dates and that the work was a genuine commencement of work on the erection of the building.



Building and Construction Industry Long Service Payments Regulation 2006 Clause 14

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- (4) The Corporation must not determine that work on the erection of a building commenced between 29 March 1993 and 30 June 1997 unless the Corporation is satisfied that work on the erection of at least part of the building commenced between those dates and that the work was a genuine commencement of work on the erection of the building.
- (5) The Corporation must not determine that work on the erection of a building commenced between 1 July 1997 and 31 December 2005 unless the Corporation is satisfied that one of the following events occurred:
  - (a) in the case of a building the erection of which required approval under Part 1 of Chapter 7 of the *Local Government Act 1993*—there was lodged with the council, between 1 July 1997 and 31 December 2005, an application for the approval required for the erection of the building,
  - (b) in the case of a building referred to in section 34 (2) (b) of the Act as in force before 1 July 1998—a contract for the erection of the building was entered into between 1 July 1997 and 31 December 2005,
  - (c) there was lodged with the consent authority under the *Environmental Planning and Assessment Act 1979*, between 1 July 1997 and 31 December 2005, an application under that Act for the development consent or complying development certificate that would enable the erection of the building.
- (6) The Corporation must not determine that work on the erection of a building commenced on or after 1 January 2006 unless the Corporation is satisfied that one of the following events occurred:
  - (a) in the case of a building the erection of which required approval under Part 1 of Chapter 7 of the *Local Government Act 1993*—there was lodged with the council, on or after 1 January 2006, an application for the approval required for the erection of the building,
  - (b) in the case of a building referred to in section 34 (2) (b) of the Act as in force before 1 July 1998—a contract for the erection of the building was entered into on or after 1 January 2006,
  - (c) there was lodged with the consent authority under the *Environmental Planning and Assessment Act 1979*, on or after 1 January 2006, an application under that Act for the approval under Part 3A, the development consent or complying development certificate that would enable the erection of the building.

Clause 15 Building and Construction Industry Long Service Payments Regulation 2006

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**15 Certification as to payment of levy**

For the purposes of section 45 of the Act, the following offices or positions in the staff of the Corporation are prescribed offices or positions:

- (a) Director,
- (b) Assistant Director (Support),
- (c) Finance Manager.

**16 Certification as to levy due**

For the purposes of section 47 (5) of the Act, the persons holding the following offices in the staff of the Corporation are prescribed officers:

- (a) Director,
- (b) Assistant Director (Support),
- (c) Finance Manager.

**17 Appeals to Committee**

- (1) For the purposes of section 54 (1) (b) of the Act, an appeal to the Committee is to be made within 42 days after the appellant is notified of the decision appealed against.
- (2) For the purposes of section 54 (2) of the Act, an appeal to the Committee is, subject to section 52 of the Act, to be by way of a notice of appeal which is in a form approved by the Corporation and which:
  - (a) specifies the decision or that part of the decision which is being appealed against, and
  - (b) specifies the grounds of appeal.

**18 Employers' books, records and particulars**

For the purposes of section 56 (1) of the Act, the prescribed books and records to be kept by an employer of a worker under a contract of employment and the particulars to be contained in those books and records are:

- (a) time sheets or attendance records disclosing the attendance at work of the worker, and
- (b) books or records containing the following particulars (whether or not contained in the time sheets or attendance records):
  - (i) the name and address of the worker,
  - (ii) the registration number of the worker,
  - (iii) the kind of work performed by the worker,
  - (iv) the award under which the worker is paid,

Building and Construction Industry Long Service Payments Regulation 2006 Clause 19

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- (v) the serial number of the certificate of service issued to the worker,
- (vi) the total number of days (rounded off to the nearest whole number) of building and construction work performed by the worker each week.

**19 Subcontract workers' books and records**

For the purposes of section 56 (2) of the Act, the prescribed books and records to be kept by a subcontract worker and the particulars to be contained in those books and records are:

- (a) books and records containing copies of accounting, taxation and other records relating to any claim or proposed claim for service credits under section 21 of the Act, and
- (b) books and records containing copies of any claim for service credits made by the subcontract worker under that section.

**20 Savings provision**

Any notice or determination duly made or given under the *Building and Construction Industry Long Service Payments Regulation 2000* is taken to be a corresponding notice or determination under this Regulation.



New South Wales

# Commons Management Regulation 2006

under the

Commons Management Act 1989

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Commons Management Act 1989*.

ANTHONY KELLY, M.L.C.,  
Minister for Lands

## Explanatory note

This Regulation replaces the *Commons Management Regulation 2001*, which is repealed on 1 September 2006 under section 10 (2) of the *Subordinate Legislation Act 1989*. The new Regulation provides for the following matters:

- (a) the model by-law to apply to certain commons in existence in 1991 for which the relevant trust has not made a by-law (clause 4),
- (b) the imposition of fees (clauses 7, 11, 31, 34 and 36),
- (c) the procedures for enrolling persons on, and for removing persons from, a commoners' roll for a trust established under the *Commons Management Act 1989* (*the Act*) (Part 2),
- (d) the procedures for the conduct of elections of the members and officers of a trust board under the Act, the conduct of meetings held by trust boards and other matters relating to trust boards (Part 3),
- (e) various matters concerning the conduct of the affairs of a trust, including the accounts to be kept in relation to a trust (Part 4),
- (f) other minor, consequential and ancillary matters (Parts 1 and 5).

This Regulation is made under the *Commons Management Act 1989*, including section 62 (the general regulation-making power) and various other provisions referred to in the Regulation.

## Commons Management Regulation 2006

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## Commons Management Regulation 2006

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Clause 1	Commons Management Regulation 2006
Part 1	Preliminary

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## Commons Management Regulation 2006

under the

Commons Management Act 1989

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Commons Management Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Commons Management Regulation 2001*, which is repealed on 1 September 2006 under section 10 (2) of the *Subordinate Legislation Act 1989*.

#### 3 Definitions

(1) In this Regulation:

**approved** means approved for the time being by the Minister.

**relevant trust officer**, in relation to a trust, means:

(a) the treasurer (in respect of all matters relating to the trust accounts) or the secretary to the trust board (in respect of all other matters), or

(b) the administrator, or

(c) the general manager of the local authority,

by whom the affairs of the trust are managed.

**secretary**, in relation to a trust board, means the person holding office as secretary of the trust board.

**the Act** means the *Commons Management Act 1989*.

**treasurer**, in relation to a trust board, means the person holding office as treasurer of the trust board.

(2) Notes included in this Regulation do not form part of this Regulation.

#### 4 Model by-law

For the purposes of section 9 (4) of the Act, the model by-law set out in Schedule 1 is the prescribed model by-law.

Commons Management Regulation 2006

Clause 5

Commoners' rolls

Part 2

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## Part 2 Commoners' rolls

### 5 Commoners' rolls

- (1) For the purposes of section 5 (2) of the Act, a person has the prescribed qualification for enrolment as a commoner if:
  - (a) the person resides in the land district in which the common is located and does not hold more than 20 hectares of land in that land district, or
  - (b) the person has such qualifications as may be specified for those purposes by the notice establishing the trust in respect of the common,and is not enrolled on another commoners' roll.
- (2) For the purposes of section 10 (2) of the Act, a person has the prescribed qualification for enrolment as a commoner if:
  - (a) in the case of an existing common within the meaning of Schedule 5 to the Act—the person is taken under clause 5 of that Schedule to be a commoner in respect of the common and is not enrolled on another commoners' roll, or
  - (b) in the case of any other common—the person has a qualification specified in subclause (1) in respect of the common.

### 6 Roll open for inspection

A copy of a commoners' roll must be kept at the office of the relevant trust officer for inspection by any person during normal business hours.

### 7 Applications for enrolment as commoner

An application for enrolment as a commoner is to be made in the approved form accompanied by the fee determined by the trust (being an amount not exceeding the relevant amount specified in Schedule 2) and lodged with the relevant trust officer.

### 8 Exhibition of applications

The relevant trust officer must ensure that an application for enrolment as a commoner is exhibited at 2 or more conspicuous places on the common, and at some other suitable public place approved by the trust, until the application has been dealt with.

### 9 Lodgment of objections

A commoner may object to the proposed enrolment of a person as a commoner by lodging with the relevant trust officer a notice in writing of the grounds of the objection.



Clause 10 Commons Management Regulation 2006

Part 2 Commoners' rolls

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#### **10 Hearing of applications**

- (1) An application must not be dealt with until at least 5 days after the date on which the application was first exhibited under clause 8.
- (2) Both the applicant for enrolment and any objector to the applicant's enrolment are entitled to be heard at the proceedings at which the application is considered.
- (3) The trust, after considering an application and any objections to it, must determine the application by causing the applicant's name to be entered on the commoners' roll or by refusing the application.
- (4) An application must be dealt with as soon as practicable but in no case later than 2 months after its receipt.

#### **11 Appeal to local land board against refusal of application**

- (1) For the purposes of section 11 (1) of the Act:
  - (a) the period within which an appeal may be made under that subsection is the period of 28 days following the date on which the applicant receives written notice of the trust's refusal of the application, and
  - (b) the manner in which such an appeal may be made is by lodging a notice of appeal, in the approved form and accompanied by the relevant fee specified in Schedule 2, with the registrar of the local land board to which the appeal is made.
- (2) For the purposes of section 11 (2) of the Act:
  - (a) the period within which a copy of an appeal must be served on a trust under that subsection is the period of 28 days following the date on which the applicant lodges the appeal under subclause (1), and
  - (b) the manner in which a copy of such an appeal must be served is by serving it, personally or by post, on the relevant trust officer.

#### **12 Periodic revision of commoners' rolls**

- (1) A trust must, at such time as it may determine (but not later than 15 December in each year), convene a special meeting for the purpose of determining whether there is any person whose name appears on the roll who is no longer entitled to be on the commoners' roll.
- (2) If the trust determines that there is any such person, the trust must give notice in writing of the determination, together with the grounds on which the determination has been made.

Commons Management Regulation 2006

Clause 12

Commoners' rolls

Part 2

- 
- (3) The person may object to the determination by lodging with the relevant trust officer, within 28 days after the date on which notice of the determination has been given, a notice in writing of the grounds of the objection.
  - (4) If the person has objected to the determination under subclause (3), the person is entitled to be heard at a special meeting of the trust held not less than 7 days after notice of the objection has been lodged.
  - (5) The trust, after considering any objections to the determination made in accordance with this clause, must:
    - (a) confirm its determination that the person is no longer eligible to be on the roll and cause the person's name to be removed from the roll, or
    - (b) determine that the person is eligible to be on the roll.
  - (6) The trust must do so no later than 3 months after making a determination in relation to the person under subclause (2).

Clause 13 Commons Management Regulation 2006

Part 3 Trust boards

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## Part 3 Trust boards

### Division 1 Elections

#### 13 Qualifications for members and office bearers of trust board

- (1) A person is qualified to be a member of a trust board if, and only if, the person has been enrolled on the commoners' roll for the whole of the period of 6 months immediately prior to the calling of the election or, if the commoners' roll has been established for less than 6 months, for the whole of the period since the roll was established.
- (2) A person must not hold 2 or more positions of office bearer of a trust board simultaneously.

#### 14 Election of trust board

##### (1) Application of clause

This clause applies in relation to the election of members (but not office bearers) of a trust board required under section 5, 32, 33 or 49 of the Act.

##### (2) Nominations for election

Nominations of candidates for an election of members required under section 32 or 33 of the Act to which this clause applies:

- (a) must be made in writing, signed by 2 commoners who are entitled to vote and accompanied by the written consent of the candidate, and
  - (b) must be delivered to the relevant trust officer not less than 7 days before the date fixed for the holding of the meeting of commoners at which the election is to take place.
- (3) At the meeting at which that election is to take place, the person presiding at the meeting must announce the names of the candidates who are nominated.
  - (4) Nominations of candidates for election required under section 5 or 49 of the Act to which this clause applies are to be called at the meeting at which the election is to take place.
  - (5) If the number of candidates nominated under this clause is the same as, or fewer than the following number (*the relevant number*):
    - (a) in the case of an election required under section 33 of the Act to which this clause applies—the number of vacancies in the membership of the trust board,

Commons Management Regulation 2006

Clause 14

Trust boards

Part 3

- 
- (b) in the case of any other election to which this clause applies—the number of members of the trust board provided for in section 6 of the Act,  
those candidates are to be declared by the person presiding at the meeting to be, and are taken to have been, elected as members of the trust board.
- (6) **Ballot for trust board**  
If the number of candidates nominated under this clause is greater than the relevant number, a ballot is to be held and the person presiding at the meeting must:
- (a) announce to the meeting the name of each candidate and the nominators of the candidate, and
  - (b) provide each commoner present and entitled to vote at the meeting with a blank ballot-paper.
- (7) For a ballot-paper to be valid, the ballot-paper must be completed by the voter writing on it the names of the candidates (without repeating a name) for whom the voter desires to vote, the number of names written being no more than the relevant number.
- (8) The completed ballot-paper must be returned to the person presiding at the meeting.
- (9) The result of the ballot is to be ascertained by the person presiding at the meeting in accordance with the following provisions:
- (a) the person is to count each vote that is received by each candidate in the ballot, but only if the vote has been cast by means of a valid ballot-paper,
  - (b) the person is to compile a list of the total number of votes received by each candidate in the ballot,
  - (c) the person is to declare elected successively the candidates with the greatest number of votes until all positions for membership in the trust board have been filled.
- (10) If the total number of votes received by two or more candidates for any position is equal and it is necessary to exclude one or more of them in respect of that position, the candidate to fill the position is to be decided:
- (a) by a show of hands of commoners present and entitled to vote at the meeting, or
  - (b) if any such show of hands results in an equality of votes, by the casting vote of the person presiding at the meeting.

Clause 15 Commons Management Regulation 2006

Part 3 Trust boards

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**15 Election of office bearers required under section 5, 32 or 49 of Act**

- (1) This clause applies only in relation to the election of office bearers of a trust board required under section 5, 32 or 49 of the Act.
- (2) **Nominations for election**  
Nominations of candidates for an election to which this clause applies are to be called immediately following the election of the members of a trust board under clause 14.
- (3) If no more than one candidate is nominated for an office bearer's position under this clause, that candidate is to be declared by the person presiding at the meeting to be, and is taken to have been, elected to that position.
- (4) **Ballot for position of office bearer**  
If more than one candidate is nominated for an office bearer's position under this clause, a ballot is to be held and the person presiding at the meeting must:
  - (a) announce to the meeting the name of the position concerned, the name of each candidate and the nominator of the candidate, and
  - (b) provide each commoner present and entitled to vote at the meeting with a blank ballot-paper.
- (5) If a ballot for more than one office bearer's position is required, successive ballots are to be held (one for each office bearer's position).
- (6) For a ballot-paper to be valid, the ballot-paper must be completed by the voter writing on it the name of the candidate for whom the voter desires to vote.
- (7) The completed ballot-paper must be returned to the person presiding at the meeting.
- (8) The person presiding at the meeting is to declare elected to a position the candidate who has the greatest number of votes for the position cast by means of valid ballot-papers.
- (9) If the total number of votes received by two or more candidates for any position is equal and it is necessary to exclude one or more of them in respect of that position, the candidate to fill the position is to be decided:
  - (a) by a show of hands of commoners present and entitled to vote at the meeting, or
  - (b) if any such show of hands results in an equality of votes, by the casting vote of the person presiding at the meeting.

Commons Management Regulation 2006

Clause 16

Trust boards

Part 3

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**16 Vacancy in office bearer's position**

- (1) If an office bearer's position becomes vacant before the term of the office bearer ends (whether or not this also results in a vacancy in the membership of the trust board), an election for that position is to be conducted in such manner as the trust board may determine.
- (2) This clause does not apply to an election to which clause 15 applies.

**Division 2 Procedure of trust boards**

**17 Ordinary meetings**

- (1) Ordinary meetings of the members of a trust board must be held at least 6 times a year.
- (2) Each member of a trust board must be given at least 3 days' notice of an ordinary meeting of the trust board.

**18 Special meetings**

- (1) Special meetings of the members of a trust board may be convened by the secretary, or by any member of the trust board, on 24 hours' notice of the time and place of meeting being given to each member of the trust board.
- (2) No business may be transacted at a special meeting other than the business specified in the notice.

**19 Procedure at meetings**

All resolutions passed at a meeting of a trust board must be sealed with the common seal of the trust.

**20 Duties of secretary**

It is the duty of the secretary of a trust board:

- (a) to maintain the commoners' roll and all other books and documents necessary for the conduct of the affairs of the trust (other than books and documents relating to the trust accounts), and
- (b) to inform any ranger appointed by the trust of the names of the persons authorised by the trust to use the common, and
- (c) to issue notices convening meetings of the trust board and to attend all such meetings, and
- (d) to keep minutes of all meetings of the trust board.

Clause 21 Commons Management Regulation 2006

Part 3 Trust boards

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## **21 Duties of treasurer**

It is the duty of the treasurer of a trust board:

- (a) to maintain all books and documents relating to the trust accounts, and
- (b) to receive and account for all money received by or on behalf of the trust, and
- (c) to deposit all money received by or on behalf of the trust with such authorised deposit-taking institution as the trust may from time to time appoint, and
- (d) to ensure that all payments authorised by the trust are duly made, and
- (e) to prepare monthly accounts for inspection by the trust board at the ordinary meetings of the trust board.

## **22 Cheques**

In the case of a trust whose affairs are managed by a trust board, all cheques drawn on the trust's account with an authorised deposit-taking institution must be signed by a member of the trust board and by the treasurer of the trust board.

Commons Management Regulation 2006

Clause 23

Trusts generally

Part 4

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## Part 4 Trusts generally

### 23 Custody and use of trust's common seal

- (1) A trust's common seal is to be kept in the custody of the relevant trust officer.
- (2) A trust's common seal may be affixed to an instrument or document only:
  - (a) following a resolution to do so passed at a meeting of the trust, and
  - (b) in the presence of the relevant trust officer, and
  - (c) with an attestation by the signature of the relevant trust officer of the fact of the affixing of the seal.
- (3) If an administrator of a trust has been appointed, the trust's common seal may be affixed and attested by the administrator alone.

### 24 Trust accounts

- (1) For the purposes of section 42 (4) of the Act, a trust's accounts must include:
  - (a) particulars of the purposes for which the common is used, and
  - (b) particulars of any disclosures recorded in the book referred to in clause 6 (3) of Schedule 2 to the Act.
- (2) The accounts for a trust whose affairs are managed by a trust board or an administrator must also include:
  - (a) receipts for all money received, and
  - (b) documentation of all expenditure, including an itemisation of that expenditure, and
  - (c) cash books, and
  - (d) bank, building society and credit union deposit books or statements, and
  - (e) records of any improvements made to the common concerned, and
  - (f) records of any assets and liabilities, including a plant and asset register, and
  - (g) insurance policies and certificates, and
  - (h) records (other than those referred to in paragraphs (a)–(g)) of financial instruments or investments.



Clause 25 Commons Management Regulation 2006

Part 4 Trusts generally

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- (3) The accounts for a trust whose affairs are managed by a local authority must also include such records relating to those affairs as the local authority is required to keep under the *Local Government Act 1993*.
- (4) Records of the kind referred to in subclause (3) must be kept in a manner that allows the following information to be readily extracted:
  - (a) information concerning all financial matters regarding each common from which the local authority receives revenue of any nature,
  - (b) information concerning all improvements effected on each such common,
  - (c) information concerning all leases and licences granted or in force in respect of each such common.

## **25 Livestock registers**

- (1) Each trust must keep a livestock register for the common or, if the common is divided into several enclosed portions, for each enclosed portion of the common.
- (2) The register must contain:
  - (a) the names and addresses of the commoners enrolled on the commoners' roll, and
  - (b) a description of all stock depastured on the common, or any enclosed portion of the common, that belongs to a commoner, and
  - (c) a description of the brand or brands with which the stock is marked.
- (3) The register must be kept at the office of the relevant trust officer for inspection by any person during normal business hours.

## **26 Duties of relevant trust officer where affairs of trust managed other than by trust board**

In the case of a trust whose affairs are administered other than by a trust board, it is the duty of the relevant trust officer:

- (a) to maintain the commoners' roll and all other books and documents necessary for the conduct of the affairs of the trust, and
- (b) to inform any ranger appointed by the trust of the names of the persons authorised by the trust to use the common, and
- (c) to issue notices convening meetings of the trust and to attend all such meetings, and
- (d) to keep minutes of all meetings of the trust, and

Commons Management Regulation 2006

Clause 26

Trusts generally

Part 4

- 
- (e) to receive and account for all money received by or on behalf of the trust, and
  - (f) to deposit all money received by or on behalf of the trust with such authorised deposit-taking institution as the trust may from time to time appoint, and
  - (g) to ensure that all payments authorised by the trust are duly made.

Clause 27 Commons Management Regulation 2006

Part 5 Miscellaneous

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## **Part 5 Miscellaneous**

### **27 Particulars to be included in notice of sale**

For the purposes of section 16 (6) (c) of the Act, the prescribed particulars in relation to land proposed to be sold are:

- (a) such particulars (such as lot and deposited plan numbers) as are necessary to identify each parcel of land concerned, and
- (b) the aggregate area (in hectares) of the land, and
- (c) the name of the parish and county in which the land is situated, and
- (d) any other references (such as folio identifier numbers) relevant to the title to the land.

### **28 Particulars to be included in applications concerning certain land transactions**

For the purposes of section 16 (12) of the Act, the particulars to be included in an application by a trust for an authority to enter into land transactions of a specified kind are any of the following particulars that are relevant to that kind of transaction:

- (a) a description of the kind of transaction proposed to be entered into by the trust,
- (b) the purposes for which the trust proposes to enter into that kind of transaction,
- (c) the parties with whom the trust proposes to enter into that kind of transaction,
- (d) the duration for which the trust proposes to exercise the authority.

### **29 Temporary licences**

- (1) For the purposes of section 22 (1) of the Act, 3 months is the longest prescribed period for which a temporary licence may be granted.
- (2) For the purposes of section 22 (2) of the Act, any purpose that is consistent with the management plan for the common is a prescribed purpose.

### **30 Draft management plans**

For the purposes of section 25 (4) of the Act, a draft management plan must comply with the following requirements:

- (a) it must specify the purposes for which the common may be used,
- (b) it must specify who is to be allowed to use the common for those purposes,

Commons Management Regulation 2006

Clause 31

Miscellaneous

Part 5

- 
- (c) it must specify how and by whom the common is to be maintained,
  - (d) it must specify how and by whom the expenses of maintaining the common are to be funded.

**31 Maximum charge for copy of minutes of trust meetings**

For the purposes of section 39 (5) (a) of the Act, the prescribed maximum amount that a trust may charge for providing a commoner with a copy of the minutes of its meetings is the relevant amount specified in Schedule 2.

**32 Qualifications for auditors**

For the purposes of section 43 of the Act, a person is a qualified auditor if the person is a registered company auditor within the meaning of the *Corporations Act 2001* of the Commonwealth or has other approved qualifications.

**33 Inquiries into affairs of trust**

For the purposes of section 48 (1) (c) of the Act, an inquiry into the affairs of a trust must be conducted, on request by the Minister, by the local land board constituted for the land district in which the common concerned is located.

**34 Fees for inspection of book of pecuniary interests**

For the purposes of clause 6 (3) (b) of Schedule 2 to the Act, the prescribed amount of the maximum fee payable to a trust for inspection of the book of pecuniary interests is the relevant amount specified in Schedule 2.

**35 Quorum for adjourned meetings of commoners**

For the purposes of clause 1 (4) of Schedule 4 to the Act, the following number or percentage of commoners enrolled on the commoners' roll constitutes a quorum for the transaction of business at an adjourned meeting of commoners:

- (a) if the number of commoners enrolled on the commoners' roll is 30 or fewer—3 commoners,
- (b) if the number of commoners enrolled on the commoners' roll is more than 30—10 per cent of the number of commoners (or, if 10 per cent is not a whole number, the next lowest whole number).

Clause 36 Commons Management Regulation 2006

Part 5 Miscellaneous

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**36 Fees for use of common**

For the purposes of clause 9 (3) of Schedule 5 to the Act, the prescribed fees payable in respect of the uses of a common as referred to in that subclause are the relevant fees specified in Schedule 2.

**37 Saving**

Any act, matter or thing that immediately before the repeal of the *Commons Management Regulation 2001* had effect under that Regulation is taken to have effect under this Regulation.

Commons Management Regulation 2006

Model by-law

Schedule 1

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## Schedule 1 Model by-law

(Clause 4)

### 1 Name of By-law

This By-law is the *Commons By-law 1991*.

### 2 Application

This By-law applies to all commons in existence on 1 September 1991 for which a by-law is not in force under section 9 (2) or (6) of the *Commons Management Act 1989*.

### 3 Rights of commoners

Subject to paying the appropriate fees and charges fixed by the trust from time to time, a commoner has the right to use the common for the purpose or purposes specified in the management plan for the common.

### 4 Regulation of conduct within common

Unless authorised by the trust, a person must not within the common:

- (a) carry or have in that person's possession any firearm (within the meaning of the *Firearms Act 1996*) or prohibited weapon (within the meaning of the *Weapons Prohibition Act 1998*) unless the person is a police officer acting in accordance with the person's duties as a police officer, or
- (b) light a fire:
  - (i) at any time when the lighting of fires within a common is prohibited by the trust by signs erected within the common, or
  - (ii) at any other time, except in a fire-place provided by the trust, or
- (c) carry, have in that person's possession or deploy any explosive, net, trap or hunting device, or
- (d) destroy, capture, injure, annoy or interfere with any animal or animal's egg or interfere with the habitat of any animal, or
- (e) damage, dismantle or remove any machinery, equipment, building or facility on the common that is provided for the use of commoners.

Maximum penalty: 5 penalty units.

## Commons Management Regulation 2006

Schedule 1 Model by-law

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**5 Trust may remove pests or weeds**

The trust:

- (a) may destroy, control or remove feral animals that are on the common, and
- (b) may eradicate noxious weeds that grow on the common.

**Note.** The above activities must be carried out in compliance with any other applicable laws, such as the *Noxious Weeds Act 1993*.

**6 Removal of timber**

- (1) A commoner must not, except with the written permission of the trust and on payment to the trust of such charge as the trust may determine, remove from the common dead timber, logs or tree stumps, whether they are in the ground or not.

Maximum penalty: 5 penalty units.

- (2) The trust must not permit a commoner to remove dead timber from any part of the common that is within Crown-timber lands within the meaning of the *Forestry Act 1916* unless the commoner has obtained the concurrence of the Forestry Commission.

**7 Annual fees**

- (1) The trust may levy such annual fees as the commoners have agreed to at the annual general meeting for any of the purposes set out in the management plan for the common.
- (2) The trust must serve on each commoner written notice of any annual fee payable by the commoner.
- (3) Annual fees must be paid quarterly in advance on or before the first day of January, April, July and October in each year.
- (4) If an instalment of an annual fee is not paid by the due date, the trust may charge interest at a rate not exceeding the rate prescribed for the purposes of section 148 (2) of the *Crown Lands Act 1989*.
- (5) If a commoner has not paid the annual fee for more than 12 months, the trust may withdraw the commoner's right to use the common until such time as payment has been made in full.

**8 Charges**

The trust may impose such charges as it considers appropriate with respect to:

- (a) the use of the common by commoners and other persons, and
- (b) the use and parking of vehicles on the common, and

Commons Management Regulation 2006

Model by-law

Schedule 1

- 
- (c) the use of the common or any part of the common as a dwelling or camping place.

**9 Disposal of fees and charges**

The trust may use the fees and charges received by it under this By-law:

- (a) for defraying the trust's administrative costs and expenses, and
- (b) for maintaining and improving the common, and
- (c) for any other purposes specified in the management plan for the common.



Commons Management Regulation 2006

Fees

Schedule 2

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## Schedule 2 Fees

(Clauses 7, 11, 31, 34 and 36)

For application for enrolment as a commoner (clause 7)	\$50.00
For notice of appeal to a local land board against refusal of application for enrolment (clause 11)	\$50.00
For copy of minutes of proceedings of meetings (clause 31):	
For minutes not exceeding 10 pages	\$20.00
For each additional page	\$1.00
For inspection of book recording disclosure of pecuniary interest (clause 34)	\$20.00
For pasturage of stock (clause 36):	
Sheep	\$0.25 per head per day
Other stock	\$1.50 per head per day



New South Wales

# Criminal Assets Recovery Regulation 2006

under the

Criminal Assets Recovery Act 1990

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Criminal Assets Recovery Act 1990*.

CARL SCULLY, M.P.,  
Minister for Police

## Explanatory note

The object of this Regulation is to remake, with certain additions and minor changes, the *Criminal Assets Recovery Regulation 2000* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

This Regulation:

- (a) makes provision for the manner in which notice of certain applications to, and orders of, the Supreme Court is to be given as required by the *Criminal Assets Recovery Act 1990* (*the Act*), and
- (b) requires notice to be given to the Public Trustee (in addition to the New South Wales Crime Commission) of applications for orders seeking exclusion of property from forfeiture, and
- (c) sets fees that the Public Trustee is authorised to deduct in respect of the exercise of functions in relation to property under the Act, and
- (d) prescribes various Acts of other jurisdictions as *corresponding laws* for the purposes of the Act, and
- (e) prescribes various orders and declarations in force under provisions of the corresponding laws as *interstate assets forfeiture orders*, *interstate proceeds assessment orders* and *interstate restraining orders* for the purposes of the Act.

This Regulation is made under the *Criminal Assets Recovery Act 1990*, including sections 4, 19, 25, 26, 31C and 67 (the general regulation-making power).

This Regulation comprises or relates to matters of a machinery nature and matters that are not likely to impose an appreciable burden, cost or disadvantage on any sector of the public.

Criminal Assets Recovery Regulation 2006

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Criminal Assets Recovery Regulation 2006

Clause 1

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## Criminal Assets Recovery Regulation 2006

under the

Criminal Assets Recovery Act 1990

### 1 Name of Regulation

This Regulation is the *Criminal Assets Recovery Regulation 2006*.

### 2 Commencement

This Regulation commences on 1 September 2006.

**Editorial note.** The Regulation replaces the *Criminal Assets Recovery Regulation 2000* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

### 3 Definitions

(1) In this Regulation:

**Commission** means the New South Wales Crime Commission.

**Note.** See also section 19 of the *Police Integrity Commission Act 1996* which provides that the *Criminal Assets Recovery Act 1990* applies to the Police Integrity Commission in the same way as it applies to the New South Wales Crime Commission.

**originating document** means a sealed copy of either the originating process by which proceedings on an application are commenced in the Supreme Court or the notice of motion by which an application is made to the Supreme Court.

**the Act** means the *Criminal Assets Recovery Act 1990*.

**the Australian Capital Territory Act** means the *Confiscation of Criminal Assets Act 2003* of the Australian Capital Territory.

**the Northern Territory Act** means the *Criminal Property Forfeiture Act* of the Northern Territory.

**the Queensland Act** means the *Criminal Proceeds Confiscation Act 2002* of Queensland.

**the South Australian Act** means the *Criminal Assets Confiscation Act 2005* of South Australia.

**the Tasmanian Act** means the *Crime (Confiscation of Profits) Act 1993* of Tasmania.

**the Western Australian Act** means the *Criminal Property Confiscation Act 2000* of Western Australia.

Clause 4 Criminal Assets Recovery Regulation 2006

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- (2) Notes included in this Regulation do not form part of this Regulation.

#### 4 Giving of notice

- (1) If notice of an application for an order of the Supreme Court is authorised or required to be given to a person under the Act, the notice is given when the originating document is served on the person in accordance with clause 5.
- (2) If notice of an order of the Supreme Court is authorised or required to be given to a person under the Act, the notice is given when a minute of the order is served on the person in accordance with clause 5.
- (3) Notice to the Commission of the grounds on which an order is sought under section 25 or 26 of the Act is to be given at the same time and in the same manner as notice of the application for the order is given to the Commission.

**Note.** Section 25 of the Act empowers the Supreme Court to make orders excluding certain property from the operation of assets forfeiture orders and restraining orders in certain circumstances.

Section 26 of the Act empowers the Supreme Court to exclude the value of innocent interests from the operation of assets forfeiture orders in certain circumstances.

#### 5 Form of service

- (1) For the purposes of clause 4 (but subject to this clause), an originating document, a minute of an order or a notice to the Commission must be served personally in accordance with the provisions of Division 3 of Part 10 of the *Uniform Civil Procedure Rules 2005* relating to personal service of a document.
- (2) The following forms of service by the Commission are authorised (subject to any order of the Supreme Court) in the case of service on a person (other than the Director of Public Prosecutions, the Commissioner of Police or the Public Trustee), but only if the Commission is satisfied that reasonable efforts to effect personal service have been or would be unsuccessful:
- (a) in accordance with any provisions of Part 10 of the *Uniform Civil Procedure Rules 2005* relating to service of a document if personal service is not required,
- (b) by publication of a notice relating to the application or order in a Sydney daily newspaper (and, if the last known residential address of the person to be served is more than 50 kilometres from the General Post Office, Sydney, in a local newspaper circulating in the district concerned), being a notice that sets out:
- (i) the terms of any order sought by the application or the terms of the order made by the Supreme Court, and

- 
- (ii) the date on which the application or order was made,
    - (c) in any other manner authorised by the Supreme Court.
  - (3) The following forms of service only are authorised (subject to any order of the Supreme Court) in the case of service on the Commission or the Public Trustee:
    - (a) by leaving the originating document or the minute of the order at the Head Office in Sydney of the Commission or Public Trustee (as the case requires), with a person who is apparently a member of the staff of the Commission or of the Public Trustee,
    - (b) by leaving the originating document or the minute of the order addressed to the Commission or the Public Trustee (as the case may be) in the exchange box of the Commission or Public Trustee in the Sydney Document Exchange, or any other document exchange, of Ausde Pty Ltd,
    - (c) in any other manner authorised by the Supreme Court.

#### **6 Giving of notice to Public Trustee of certain exclusion orders**

For the purposes of sections 25 (5), 26 (5) and 31C (3) of the Act, the Public Trustee is prescribed as another person to whom notice of an application must be given.

**Note.** Section 25 of the Act empowers the Supreme Court to make orders excluding certain property from the operation of assets forfeiture orders and restraining orders in certain circumstances.

Section 26 of the Act empowers the Supreme Court to exclude the value of innocent interests from the operation of assets forfeiture orders in certain circumstances.

Section 31C of the Act empowers the Supreme Court to exclude a specified portion of the value of an interest in property forfeited or paid, because an interest in the property was not disclosed in certain circumstances, if it is probable that the specified portion of the value is not attributable to an illegal activity and the person was unaware of the interest.

#### **7 Fees payable to Public Trustee**

- (1) For the purposes of section 19 of the Act, the fees which the Public Trustee is entitled to deduct from the proceeds of disposition of an interest in property of which the Public Trustee has taken control in accordance with a restraining order or which has vested in the Public Trustee on an assets forfeiture order are as follows:
  - (a) an amount equal to 2.5% of the value of the interest in the property as determined in accordance with subclause (2),
  - (b) an amount equal to the actual costs incurred and disbursements made in relation to the interest in the property by the Public Trustee,

## Clause 8 Criminal Assets Recovery Regulation 2006

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- (c) in the case of an interest in property from which income is derived, in addition to the fees set out in paragraphs (a) and (b), an amount equal to 5.25% of the gross income derived from the interest in the property.
- (2) The value of the interest in the property referred to in subclause (1) (a) is the value determined by the Public Trustee or, if the interest is disposed of by sale, the gross amount realised on the sale.
- (3) Costs and disbursements referred to in subclause (1) (b) include the costs of legal representation, the costs of obtaining legal advice or any other legal costs, agents' fees, valuation fees and the costs and expenses incurred in relation to the operation of any business associated with the interest in the property concerned.
- (4) This clause does not prevent the Public Trustee from waiving or reducing a fee that the Public Trustee is entitled to deduct under this clause.

**Note.** Section 19 of the Act entitles the Public Trustee to deduct prescribed fees from the proceeds of disposition of property that is subject to a restraining order or an assets forfeiture order.

## 8 Corresponding laws

The following laws are prescribed as laws that correspond to the Act:

- (a) the Australian Capital Territory Act,
- (b) the Northern Territory Act,
- (c) the Queensland Act,
- (d) the South Australian Act,
- (e) the Tasmanian Act,
- (f) the Western Australian Act.

## 9 Interstate assets forfeiture orders

The following are declared to be within the definition of an *interstate assets forfeiture order* for the purposes of the Act:

- (a) an order in force under Part 5 of the Australian Capital Territory Act,
- (b) an order in force under section 94, 96, 97, 99, 100 or 101 of the Northern Territory Act,
- (c) an order in force under section 58 of the Queensland Act,
- (d) an order in force under section 47 of the South Australian Act,
- (e) an order in force under section 16 of the Tasmanian Act,

- 
- (f) a declaration in force under section 22 or 28 of the Western Australian Act that is enforceable by confiscation under that Act or a confiscable property declaration under section 30 of that Act.

#### **10 Interstate proceeds assessment orders**

The following are declared to be within the definition of an *interstate proceeds assessment order* for the purposes of the Act:

- (a) an order in force under Part 7 of the Australian Capital Territory Act,
- (b) an order in force under section 72, 80 or 86 of the Northern Territory Act resulting from a declaration under section 71, 75, 76 or 81 of that Act,
- (c) an order in force under section 78 of the Queensland Act,
- (d) an order in force under section 95 of the South Australian Act,
- (e) an order in force under section 21 of the Tasmanian Act,
- (f) a declaration in force under section 12, 16, 17 or 22 of the Western Australian Act in respect of which a person is liable under that Act to pay an amount specified in that declaration.

#### **11 Interstate restraining orders**

The following are declared to be within the definition of an *interstate restraining order* for the purposes of the Act:

- (a) an order in force under section 30 or 31 of the Australian Capital Territory Act,
- (b) an order in force under section 43 or 44 of the Northern Territory Act,
- (c) an order in force under section 31 or 37 of the Queensland Act,
- (d) an order in force under section 24 of the South Australian Act,
- (e) an order in force under section 26 of the Tasmanian Act,
- (f) a freezing notice in force under section 34 of the Western Australian Act or a freezing order in force under section 43 of that Act.

#### **12 Saving**

Any act, matter or thing that, immediately before the repeal of the *Criminal Assets Recovery Regulation 2000*, had effect under that Regulation continues to have effect under this Regulation.





New South Wales

# Crown Lands (Continued Tenures) Regulation 2006

under the

Crown Lands (Continued Tenures) Act 1989

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Crown Lands (Continued Tenures) Act 1989*.

ANTHONY KELLY, M.L.C.,  
Minister for Lands

## Explanatory note

This Regulation remakes, without any major changes in substance, the *Crown Lands (Continued Tenures) Regulation 2000*. That Regulation will be repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

This Regulation makes provision with respect to the following matters:

- (a) the fees and deposits payable in respect of applications and other matters under the *Crown Lands (Continued Tenures) Act 1989*,
- (b) the forms of application and the manner of lodgment of applications for the purposes of that Act,
- (c) other minor, consequential or ancillary matters.

This Regulation is made under the *Crown Lands (Continued Tenures) Act 1989*, including section 18 (the general regulation-making power).

## Crown Lands (Continued Tenures) Regulation 2006

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Crown Lands (Continued Tenures) Regulation 2006

Clause 1

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## Crown Lands (Continued Tenures) Regulation 2006

under the

Crown Lands (Continued Tenures) Act 1989

### 1 Name of Regulation

This Regulation is the *Crown Lands (Continued Tenures) Regulation 2006*.

### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Crown Lands (Continued Tenures) Regulation 2000* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

### 3 Definitions

(1) In this Regulation:

**approved form** means a form approved by the Minister under subclause (2) for the purposes of the provision of this Regulation in relation to which the expression is used.

**office of Crown Lands NSW** means:

- (a) a district office of the part of the Department operating under the name of "Crown Lands NSW", or
- (b) the Far West regional office of the Department of Natural Resources.

**the Act** means the *Crown Lands (Continued Tenures) Act 1989*.

**the Principal Regulation** means the *Crown Lands Regulation 2006*.

- (2) The Minister may approve forms for the purposes of this Regulation.
- (3) Notes in this Regulation do not form part of this Regulation.

### 4 Fees and deposits

The fees and deposits specified in Schedule 1 are payable in respect of the matters referred to in that Schedule.

Clause 5 Crown Lands (Continued Tenures) Regulation 2006

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**5 Supplementary provisions applicable to payments on land in special land districts**

For the purposes of clause 4 (4) and (5) of Part 1 of Schedule 2 and clause 3 (4) and (5) of Schedule 5 to the Act, the Minister is prescribed instead of the State Bank.

**6 Interest on arrears**

- (1) For the purposes of clause 5 (4) (b) of Part 1 of Schedule 2 to the Act, the prescribed rate of interest is 8 per cent per annum plus the Bank Accepted Bill rate rounded to the second decimal place (rounding 0.005 upwards).
- (2) In this clause, *Bank Accepted Bill rate* has the same meaning as in section 22 (4) of the *Taxation Administration Act 1996*.

**7 Addition of land to perpetual leases**

- (1) For the purposes of clause 5 of Part 2 of Schedule 2 to the Act, an application by the holder of a perpetual lease for the addition of vacant Crown land to the lease:
  - (a) is to be in the approved form, and
  - (b) is to be lodged with an office of Crown Lands NSW together with the deposit specified in Schedule 1 towards the cost of dealing with the application.
- (2) If the deposit:
  - (a) is insufficient to cover the cost of dealing with the application, the balance must be paid by the applicant on demand, or
  - (b) is in excess of that cost, the balance must be refunded.

**8 Appeals against Minister's determination under condition of special lease or permissive occupancy**

- (1) This clause is made for the purposes of clause 3 (5) of Part 5 of Schedule 2 (special lease) and clause 4 (3) of Part 6 of Schedule 2 (permissive occupancy) to the Act.
- (2) An appeal against the Minister's determination of a matter under a condition of a special lease or permissive occupancy may be made by lodging a notice of appeal in the approved form with the Registrar of Local Land Boards for the land district in which the lease or occupancy is situated.
- (3) The notice of appeal must be lodged within 28 days of service on the holder of the Minister's determination.

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- (4) The notice of appeal must be accompanied by the fee specified in Schedule 1.
  - (5) The Registrar of Local Land Boards must, as soon as practicable after receipt of the notice of appeal, send it and the relevant papers to the person or body authorised to determine the appeal.

#### **9 Minister's consent to transfer**

- (1) For the purposes of clause 4 of Part 1 and clause 4 of Part 2 of Schedule 3 to the Act, application for the Minister's consent to transfer:
  - (a) is to be in the approved form, and
  - (b) is to be lodged with an office of Crown Lands NSW together with the fee specified in Schedule 1.
- (2) If it is necessary to make an inspection of the lands concerned, the inspection fee specified in Schedule 1 must also be paid on demand.

#### **10 Removal of transfer restrictions**

For the purposes of clause 8 of Part 1 and clause 6 of Part 2 of Schedule 3 to the Act, an application to the Minister for the issue of a certificate that the land may be transferred or otherwise dealt with without the consent of the Minister:

- (a) is to be in the approved form, and
- (b) is to be lodged with an office of Crown Lands NSW together with the fee (if any) specified in Schedule 1.

#### **11 Subdivision of holdings**

- (1) For the purposes of clause 2 (2) of Schedule 4 to the Act, an application for the Minister's approval to the subdivision of a holding:
  - (a) is to be in the approved form, and
  - (b) is to be lodged with an office of Crown Lands NSW together with the deposit specified in Schedule 1 towards the costs of dealing with the application.
- (2) If the deposit:
  - (a) is insufficient to cover the costs of dealing with the application, the balance must be paid by the applicant on demand, or
  - (b) is in excess of those costs, the balance must be refunded.

#### **12 Redetermination of rent of certain leases**

For the purposes of clause 10 of Schedule 5 to the Act, an application by the holder of a lease to which that clause applies for redetermination of the rent of the lease:

Clause 13 Crown Lands (Continued Tenures) Regulation 2006

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- (a) is to be in the approved form, and
- (b) is to be lodged with an office of Crown Lands NSW together with the fee specified in Schedule 1.

**13 Objections to, and appeals against, determinations or redeterminations**

- (1) For the purposes of clause 11 (1) of Schedule 5 and clause 10 (2) of Part 1 and clause 10 (2) of Part 2 of Schedule 7 to the Act, an objection to the Minister's redetermination of the rent of a lease or determination of the purchase price for land comprised in a lease:
  - (a) is to be in the approved form, and
  - (b) is to be lodged with an office of Crown Lands NSW within 28 days of service on the holder of the redetermination or determination.
- (2) For the purposes of clause 11 (3) of Schedule 5 (redetermination of the rent of a lease), clause 3 (3) of Part 1 of Schedule 7 (exclusion for roadways, etc on purchase of land under lease), clause 10 (4) of Part 1 of Schedule 7 (determination of purchase price of land under lease not in a special land district) and clause 10 (4) of Part 2 of Schedule 7 (determination of purchase price of land under lease in a special land district) to the Act, notice of an appeal to the local land board:
  - (a) is to be in the approved form, and
  - (b) is to be lodged with the Registrar of Local Land Boards for the land district in which the land is situated within 28 days of service on the objector of the Minister's decision together with the fee specified in Schedule 1.
- (3) The Registrar of Local Land Boards must, as soon as practicable after receipt of the notice of appeal, give notice of the appeal to all persons directly affected by the Minister's decision on the objection.
- (4) An appeal under a provision referred to in subclause (2) that may be made to the Land and Environment Court is to be made:
  - (a) by filing an application in accordance with the *Land and Environment Court Rules 1996*, and
  - (b) by paying the appropriate fees in accordance with the *Land and Environment Court Regulation 2005*.

**14 Purchase of land held under lease**

For the purposes of clause 1 (1) of Part 1 and clause 1 (1) of Part 2 of Schedule 7 to the Act, an application by the holder of a lease to purchase the whole or part of the land comprised in the lease:

- (a) is to be in the approved form, and

Crown Lands (Continued Tenures) Regulation 2006

Clause 15

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- (b) is to be lodged with an office of Crown Lands NSW together with the fee specified in Schedule 1.

**15 Survey fee**

For the purposes of clause 14 (1) (a) of Part 1 of Schedule 7 to the Act, the prescribed survey fee in respect of the purchase of a conditional lease is the fee (if any) specified in Schedule 1.

**16 Savings provision**

Any act, matter or thing that, immediately before the repeal of the *Crown Lands (Continued Tenures) Regulation 2000*, had effect under that Regulation continues to have effect under this Regulation.

## Crown Lands (Continued Tenures) Regulation 2006

Schedule 1 Fees and deposits

**Schedule 1 Fees and deposits**

(Clause 4)

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New South Wales

# Crown Lands Regulation 2006

under the

Crown Lands Act 1989

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Crown Lands Act 1989*.

ANTHONY KELLY, M.L.C.,  
Minister for Lands

## Explanatory note

The object of this Regulation is to remake, without any major changes in substance, the *Crown Lands Regulation 2000*, which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*. The new Regulation deals with the following matters:

- (a) administrative matters (including the keeping and use of the seal of the Lands Administration Ministerial Corporation and the jurisdiction and proceedings of local land boards),
- (b) land evaluation criteria for the assessment of the capabilities and uses of Crown land and the advertising of draft land assessments,
- (c) certain matters in relation to the sale, lease or other disposal of Crown land (including forms of application, fees and prohibited activities on easements for public access),
- (d) reserves and reserve trusts (including the purposes for which temporary licences may be granted over reserves and the advertisement of draft plans of management),
- (e) minimum annual rents of holdings and permits,
- (f) the rate of interest on arrears,
- (g) the classes of holders eligible for rebates of rent,
- (h) activities that may be prohibited on public land,
- (i) offences that may be dealt with by way of penalty notices,
- (j) other minor, consequential or ancillary matters.

This Regulation is made under the *Crown Lands Act 1989*, including section 184 (the general regulation-making power) and various other provisions referred to in the Regulation.

Crown Lands Regulation 2006

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Part 1	Preliminary

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## Crown Lands Regulation 2006

under the

Crown Lands Act 1989

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Crown Lands Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Crown Lands Regulation 2000* which is repealed on 1 September 2006 under section 10 (2) of the *Subordinate Legislation Act 1989*.

#### 3 Definitions

(1) In this Regulation:

**approved form** means a form approved by the Minister under subclause (2) for the purposes of the provision of this Regulation in relation to which the expression is used.

**Department** means the Department of Lands.

**office of Crown Lands NSW** means:

- (a) a district office of the part of the Department operating under the name of "Crown Lands NSW", or
- (b) the Far West regional office of the Department of Natural Resources.

**the Act** means the *Crown Lands Act 1989*.

(2) The Minister may approve forms for the purposes of this Regulation.

(3) Notes in this Regulation do not form part of this Regulation.

#### 4 Fees and deposits

The fees and deposits specified in Schedule 1 are payable in respect of the matters referred to in that Schedule.

Crown Lands Regulation 2006

Clause 5

Preliminary

Part 1

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**5 Minerals in relation to land not in a special land district**

For the purposes of paragraph (a) of the definition of *mineral* in section 3 of the Act, the substances prescribed as minerals, in relation to land not in a special land district, are those specified in Schedule 2.

**6 Divisions of the State—alteration or redefinition**

For the purposes of section 4 (4) (a) of the Act, a notice describing a proposal to alter or redefine the boundary between the Eastern and Central Division and the Western Division of the State is required to be published:

- (a) in a newspaper circulating in the locality in which the alteration or redefinition of the boundary is to be made, or
- (b) in a newspaper circulating generally in the State.

Clause 7            Crown Lands Regulation 2006

Part 2             Administration

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## Part 2    Administration

### 7    Custody of seal of Ministerial Corporation

The seal of the Ministerial Corporation is to be kept in the custody of the Director-General.

### 8    Use of seal of Ministerial Corporation

The seal of the Ministerial Corporation may be affixed to an instrument or document only:

- (a) in the presence of the Minister or a person authorised by the Ministerial Corporation for the purposes of this clause, and
- (b) with an attestation by the signature of the Minister or person of the fact of the affixing of the seal.

### 9    Records of Ministerial Corporation

The Director-General is required to keep written records containing details of all acts, decisions and proceedings of the Ministerial Corporation.

### 10   Jurisdiction of local land boards

- (1) For the purposes of section 22 (1) (b) of the Act, the Minister may refer any of the following matters to a local land board or a Chairperson sitting alone for inquiry and report:
  - (a) any matter arising out of the administration of any land, lease or licence that the Minister or the Ministerial Corporation administers under any arrangement entered into under section 18 of the Act,
  - (b) any matter arising out of the administration of any land, lease or licence that the Minister or the Ministerial Corporation administers on behalf of the Crown,
  - (c) any matter arising out of the administration of any land dedicated or reserved under the Act,
  - (d) any matter arising out of the administration of any common within the meaning of the *Commons Management Act 1989*,
  - (e) any matter arising out of the administration of any land subject to the *Trustees of Schools of Arts Enabling Act 1902*.
- (2) In this clause, a reference to the administration of any land or common includes a reference to the use and management of the land or common.

Crown Lands Regulation 2006

Clause 11

Administration

Part 2

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**11 Registrar of Local Land Boards**

- (1) The Director-General is required to appoint a Registrar of Local Land Boards for each land district.
- (2) One Registrar may be appointed for several land districts.

**12 Registrar to bring matters before board**

Subject to any direction by the Chairperson or the Senior Chairperson, the Registrar of Local Land Boards for a land district must bring all matters before the local land board or the Chairperson as soon as practicable after they are received.

**13 Notice of proceedings before board**

Notice of the time and place appointed for any proceedings before the local land board or Chairperson, and of the nature of the proceedings:

- (a) is to be in the approved form, and
- (b) is to be served on the parties to the proceedings not less than 14 days before the time appointed for the proceedings (or such lesser period as may be directed by the Chairperson).

**14 Substituted service of notice of proceedings**

- (1) If for any reason it is not practicable to effect service of a notice of proceedings before a local land board or the Chairperson, the Chairperson may give directions for service or for the substitution of the advertisement of the proceedings in a newspaper circulating in the locality or in the State.
- (2) If those directions are carried out, service of notice is to be taken to have been effected.

**15 Proceedings may be heard in absence of a party**

If the local land board or Chairperson is satisfied that notice of the time and place appointed for any proceedings has been given to a party, the board or Chairperson may hear and determine in the absence of that party.

**16 Issue of summons**

- (1) Any summons to give evidence or for the production of deeds or other documents to the local land board:
  - (a) may be issued by the Chairperson or other member of the local land board on payment of the fee specified in Schedule 1, and
  - (b) is to be in the approved form.

Clause 17      Crown Lands Regulation 2006

Part 2          Administration

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- (2) A copy of a summons issued by the Chairperson or other member of the local land board that is sent by facsimile, email or other electronic communication may be dealt with as if it were the original summons if it is certified by a Registrar as having been issued by the Chairperson or member.

**17 Allowances payable to witnesses before local land boards**

For the purposes of clause 3 (e) of Schedule 2 to the Act, the allowances for attendance and travelling payable to witnesses before a local land board are the same as those payable from time to time to witnesses attending Local Courts.

**18 Form of warrant to apprehend witness**

For the purposes of clause 3 (f) of Schedule 2 to the Act, the prescribed form of warrant to bring a person before a local land board to give evidence is the form specified in Schedule 3.



Crown Lands Regulation 2006

Clause 19

Land assessment

Part 3

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## Part 3 Land assessment

### 19 Land evaluation criteria

For the purposes of section 32 (1) of the Act, the prescribed land evaluation criteria are as follows:

- (a) the susceptibility of the land to hazards, including fire, flood, landslip, subsidence, coastline and riverine hazards,
- (b) the susceptibility of the land and any catchment of which the land forms part to degradation, including soil erosion, salinity, waterlogging, soil structure decline, soil acidity, tree decline and weed invasion,
- (c) the significance of inherent natural, catchment, cultural and heritage values, including scenic, habitat, native vegetation, scientific and water body features,
- (d) the significance of ecological values, including the presence of threatened species, populations or ecological communities, communities of flora or fauna or wildlife corridors,
- (e) the significance of natural resources, including minerals, extractive materials, timber resources, surfacewaters and groundwaters,
- (f) the ecological sustainability of potential land uses of the land and any catchment of which the land forms part.

### 20 Notification and public comment on land assessments

- (1) This clause applies to draft land assessments that are part of the programme for the assessment of Crown land instituted by the Minister under Part 3 of the Act.
- (2) The Minister is required to cause notice of the preparation of any draft land assessment to be published in:
  - (a) the Gazette, and
  - (b) a newspaper circulating in the locality in which the land concerned is situated or in a newspaper circulating generally in the State.
- (3) Any such notice must:
  - (a) invite representations from the public concerning the draft land assessment, and
  - (b) specify the place and time at which the draft land assessment may be inspected by the public, and

Clause 20      Crown Lands Regulation 2006

Part 3         Land assessment

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- (c) specify the period (being not less than 28 days) within which any representations may be made and the person to whom they are to be sent.

Crown Lands Regulation 2006

Clause 21

Sale, lease or other disposal of Crown land

Part 4

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## Part 4 Sale, lease or other disposal of Crown land

### 21 Application for consent to transfer

- (1) This clause applies to an application for consent to transfer land that is subject to a recording under one of the following provisions of the Act:
  - (a) section 36 (4) (a),
  - (b) section 37 (2) (a),
  - (c) section 38 (a),
  - (d) section 44 (1) (a).
- (2) Any such application to transfer land:
  - (a) is to be in the approved form, and
  - (b) is to be lodged with an office of Crown Lands NSW together with the fee specified in Schedule 1.

### 22 Activities prohibited on easements for public access

- (1) For the purposes of section 57 (1) of the Act, the following activities may not be carried out on land the subject of an easement for public access:
  - (a) camping,
  - (b) carrying or using firearms or any other weapon or thing used for hunting (other than a fishing rod, line or net),
  - (c) lighting fires (except as part of a hazard reduction exercise),
  - (d) taking any animal onto the land (unless the animal is a companion animal within the meaning of the *Companion Animals Act 1998*),
  - (e) damaging or injuring any fauna or flora,
  - (f) setting traps,
  - (g) driving any motor vehicle, trail bike or other vehicle propelled by mechanical power,
  - (h) depositing or leaving any rubbish, litter, dead animal or other similar matter.
- (2) Despite subclause (1), an activity referred to in subclause (1) (a), (b), (d) or (g) may be carried out on land the subject of an easement for public access if a sign is displayed with the authority of the Minister on the site of the easement authorising the activity or if the Minister has authorised the activity in writing.

Clause 23	Crown Lands Regulation 2006
Part 4	Sale, lease or other disposal of Crown land

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**23 Structures that may be erected on easements for public access**

For the purposes of section 58 (1) (b) of the Act, the following types of structure (in addition to fences and gates) may be erected, without the written consent of the Minister, on land the subject of an easement for public access by the owner or lessee of land affected by the easement, but only if the structure does not unduly hinder public entry to the land:

- (a) cattle ramps,
- (b) pipelines,
- (c) pumps.

**24 Enclosure of roads or watercourses**

An application under section 61 (1) of the Act for a permit to enclose wholly or in part any road or watercourse:

- (a) is to be in the approved form, and
- (b) is to be lodged with an office of Crown Lands NSW together with the fee specified in Schedule 1.

**25 Enclosure of additional roads or watercourses**

An application under section 62 (1) of the Act by the holder of an enclosure permit to enclose any additional road or watercourse:

- (a) is to be in the approved form, and
- (b) is to be lodged with an office of Crown Lands NSW together with the fee specified in Schedule 1.

**26 Transfer of land for which enclosure permit held**

For the purposes of section 64 (2) of the Act:

- (a) the prescribed manner of notifying the Department of the transfer of land for which an enclosure permit is held is by a notice in writing lodged with an office of Crown Lands NSW together with the fee specified in Schedule 1, and
- (b) the prescribed time for giving that notice is within 28 days of the date of the transfer.

**27 Amalgamation of enclosure permits**

An application under section 68 (1) of the Act by the holder of 2 or more enclosure permits to amalgamate the permits:

- (a) is to be in the approved form, and
- (b) is to be lodged with an office of Crown Lands NSW together with the fee specified in Schedule 1.

Crown Lands Regulation 2006

Clause 28

Sale, lease or other disposal of Crown land

Part 4

---

**28 Application for direction to provide gates or other access**

An application under section 69 (1) of the Act for a direction by a local land board under section 70 of the Act:

- (a) is to be in the approved form, and
- (b) is to be lodged with the Registrar of Local Land Boards for the land district in which the land is situated together with the fee specified in Schedule 1.

**29 Cultivation of enclosed roads**

An application under section 72 (1) of the Act for a dispensation from a requirement to erect gates or provide other means of access to, or an authority to cultivate, an enclosed road:

- (a) is to be in the approved form, and
- (b) is to be lodged with an office of Crown Lands NSW together with the fee specified in Schedule 1.

Clause 30 Crown Lands Regulation 2006

Part 5 Dedication and reservation of land

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## Part 5 Dedication and reservation of land

### 30 Disclosure of pecuniary interests

For the purposes of clause 1 (3) of Schedule 4 to the Act, the prescribed fee for inspection of the book containing particulars of disclosures of pecuniary interests of members of a trust board is the fee specified in Schedule 1.

### 31 Temporary licences

- (1) For the purposes of section 108 (1) of the Act, in addition to grazing, the purposes for which a temporary licence may be granted are as follows:
  - (a) access through a reserve,
  - (b) advertising,
  - (c) camping using a tent, caravan or otherwise,
  - (d) catering,
  - (e) emergency occupation,
  - (f) entertainments,
  - (g) equestrian events,
  - (h) exhibitions,
  - (i) filming (within the meaning of the *Local Government Act 1993*),
  - (j) functions,
  - (k) hiring of equipment,
  - (l) holiday accommodation,
  - (m) markets,
  - (n) meetings,
  - (o) military exercises,
  - (p) mooring of boats to wharves or other structures,
  - (q) sales,
  - (r) shows,
  - (s) sporting and organised recreational activities,
  - (t) stabling of horses,
  - (u) storage.
- (2) For the purposes of section 108 (2) of the Act, in addition to any other condition subject to which a temporary licence is granted, the licence is subject to the condition that the relationship of landlord and tenant is not created between the parties.

Crown Lands Regulation 2006

Clause 32

Dedication and reservation of land

Part 5

- 
- (3) For the purposes of section 108 (4) of the Act, the prescribed period for the expiration of a temporary licence is one year following the date on which it is granted.

**32 Reserve trust reports**

- (1) For the purposes of section 122 (1) (a) of the Act, a reserve trust must furnish to the Minister each year, within 3 months of the close of the trust's financial year, a report on its activities.
- (2) Any such report is to include, unless the Minister determines otherwise by notice in writing, the following in relation to the relevant reserve:
- (a) financial statements setting out details of income, expenditure, assets and liabilities,
  - (b) details of the value and condition of all assets (other than land) valued at \$5,000 or more,
  - (c) details of heritage items,
  - (d) details of the value of work and improvements undertaken costing more than \$5,000,
  - (e) details of any insurance arrangements in place,
  - (f) details of the fire prevention and occupational, health and safety measures in place,
  - (g) details of any plans of management in place,
  - (h) details of any environmental management initiatives undertaken,
  - (i) details of leases or licences that have been granted or are in force, including rent and fee levels,
  - (j) details of the purposes for which the reserve is used,
  - (k) any particulars of pecuniary interests recorded in the book referred to in clause 1 (3) of Schedule 4 to the Act,
  - (l) details of any grants or sponsorship received,
  - (m) details of employees and contractors, including details about any training provided to such persons,
  - (n) the number of trust board meetings held during the financial year and records of attendance at such meetings,
  - (o) any other matter required to be reported under section 96A of the Act.
- (3) If a reserve trust is appointed trustee of more than one reserve, a report prepared by the trust under this clause must permit dissection of the matters referred to in subclause (2) for each reserve of which the trust is appointed trustee, unless the Minister determines otherwise by notice in writing.

Clause 33 Crown Lands Regulation 2006

Part 5 Dedication and reservation of land

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- (4) If directed by the Minister by notice in writing to do so, a reserve trust must arrange for a report prepared under this clause to be audited by a person approved by the Minister.
- (5) If more than one reserve trust manager is appointed to manage the affairs of a reserve trust, each manager must prepare a report in accordance with this clause to the extent to which the matters referred to in subclause (2) relate to the functions allocated to the manager under section 92 (6B) of the Act, except to the extent that the manager is not allocated the function of reporting those matters.

### **33 Reserve trust records**

- (1) For the purposes of section 122 (1) (b) of the Act, a reserve trust must keep the records specified in Schedule 4, unless the Minister determines otherwise by notice in writing.
- (2) If more than one reserve trust manager is appointed to manage the affairs of a reserve trust, each manager must keep records in accordance with this clause to the extent to which they relate to the functions allocated to the manager under section 92 (6B) of the Act.

### **34 Notification and public comment on draft plans of management**

- (1) This clause applies to a plan of management under Division 6 of Part 5 of the Act that is required (before its adoption by the Minister) to be placed on public display.
- (2) The Minister is required to cause notice of a plan of management to be published in:
  - (a) the Gazette, and
  - (b) a newspaper circulating in the locality in which the land concerned is situated or in a newspaper circulating generally in the State.
- (3) Any such notice must:
  - (a) invite representations from the public concerning the plan, and
  - (b) specify the place and time at which the plan may be inspected by the public, and
  - (c) specify the period (being not less than 28 days) within which any representations may be made and the person to whom they are to be sent.



Crown Lands Regulation 2006

Clause 35

Miscellaneous

Part 6

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## Part 6 Miscellaneous

### 35 Compensation for land withdrawn from lease or licence

For the purposes of section 136 (5) of the Act, a reference in the *Land Acquisition (Just Terms Compensation) Act 1991* to an acquisition notice is to be read as a reference to a withdrawal notification under section 136 (1) of the Act.

### 36 Surrender of land

- (1) An application under section 137 of the Act for the Minister's consent to surrender any land or any lease from the Crown under the Act or the *Crown Lands (Continued Tenures) Act 1989*:
  - (a) is to be in the approved form, and
  - (b) is to be lodged with an office of Crown Lands NSW together with the deposit specified in Schedule 1 towards the cost of dealing with the surrender.
- (2) If the Minister consents to the surrender, the holder of the land or the lease must lodge an instrument in the approved form with an office of Crown Lands NSW together with:
  - (a) the balance, if any, of the cost of dealing with the surrender, and
  - (b) the Crown grant or certificate of title, if any, relating to the land the subject of the surrender.
- (3) If the deposit in Schedule 1 exceeds the cost of dealing with the surrender, the balance is to be refunded.
- (4) If a surrender is proposed to be made at the instance or for the benefit of the Crown, application for the Minister's consent is not required and no costs may be charged.

### 37 Change of conditions or purposes

An application under section 139 (1) of the Act by the holder for the alteration, modification or revocation of, or addition to, any condition attaching to a holding or land or the purposes of a holding:

- (a) is to be in the approved form, and
- (b) is to be lodged with an office of Crown Lands NSW together with the fee specified in Schedule 1.

Clause 38      Crown Lands Regulation 2006

Part 6          Miscellaneous

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### **38 Exemption from conditions**

An application under section 139 (2) of the Act by the holder for exemption from complying with a condition attaching to a holding or land:

- (a) is to be in the approved form, and
- (b) is to be lodged with an office of Crown Lands NSW together with the fee specified in Schedule 1.

### **39 Minimum rents—Western Division**

For the purposes of section 141F of the Act:

- (a) the minimum annual rent of a holding is \$70, and
- (b) the minimum annual rent of an enclosure permit authorising the cultivation of the land enclosed is \$70, and
- (c) the minimum annual rent of any other enclosure permit is \$50.

### **40 Objections to, and appeals against, determination or redetermination of rent**

- (1) An objection under section 142 of the Act to the Minister's determination or redetermination of the rent of a lease, licence or enclosure permit is to be lodged with an office of Crown Lands NSW within 28 days of service on the holder of the notice of the determination or redetermination of the rent.
- (2) Notice of an appeal under section 142 (5) of the Act to the local land board against the Minister's decision on any such objection:
  - (a) is to be in the approved form, and
  - (b) is to be lodged with the Registrar of Local Land Boards for the land district in which the land is situated, within 28 days of service on the objector of the Minister's decision on the objection, together with the fee specified in Schedule 1.
- (3) The Registrar of Local Land Boards must, as soon as practicable after the receipt of the notice of appeal, give notice of the appeal to all persons directly affected by the Minister's decision on the objection.
- (4) For the purposes of section 142 (5) (b) of the Act, an appeal to the Land and Environment Court against the Minister's decision on an objection referred to in section 142 (3) and (4) of the Act is to be made:
  - (a) by filing an application in accordance with the rules of the Land and Environment Court, and
  - (b) by paying the appropriate fees in accordance with the regulations made under the *Land and Environment Court Act 1979*.

Crown Lands Regulation 2006

Clause 41

Miscellaneous

Part 6

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**41 Classes of holding—payment of arrears**

For the purposes of section 144 of the Act, the following classes of holding are prescribed:

- (a) any lease or licence under the Act,
- (b) any incomplete purchase, perpetual lease, term lease, special lease or permissive occupancy under the *Crown Lands (Continued Tenures) Act 1989*.

**42 Interest on arrears**

- (1) For the purposes of sections 148 (2) and 150 (2) (a) of the Act, the prescribed rate of interest is 8% per year plus the Bank Accepted Bill rate rounded to the second decimal place (rounding 0.005 upwards).
- (2) In this clause, **Bank Accepted Bill rate** has the same meaning as in section 22 (4) of the *Taxation Administration Act 1996*.

**43 Rebates of rent**

For the purposes of section 151 of the Act, the following classes of holder and the purposes for which a holding may be used, are prescribed:

- (a) an eligible pensioner (as defined in the *Local Government Act 1993*) whose holding is occupied as his or her sole place of residence (or is an adjunct to that place of residence) and is not used for any commercial purpose,
- (b) a community service, sporting or recreational organisation:
  - (i) that is the holder of an authority under the *Charitable Fundraising Act 1991*, or
  - (ii) that is incorporated under the *Associations Incorporation Act 1984*, or
  - (iii) that the Minister is satisfied is a non-profit organisation, whose holding is used as a help or service facility of benefit to the general community or as an active sporting, passive recreational or youth advancement facility of general benefit to a local community,
- (c) an owner or occupier of residential property that is accessible only by water and whose holding contains a structure that is used for the purposes of obtaining access to the property and is not used for any commercial purpose,
- (d) a local council whose holding is used to provide facilities, without charge, for the benefit of the general community.

Clause 44 Crown Lands Regulation 2006

Part 6 Miscellaneous

#### 44 Protection of public land—authorised persons

- (1) For the purposes of paragraph (b) of the definition of *authorised person* in section 153 of the Act, the following offices, positions and ranks are prescribed (except for the purposes of section 159 of the Act):

**Department of Lands**

Director-General

**The part of the Department operating under the name of “Crown Lands NSW”**

General Manager

Director, Business Services

Director, Commercial Development

Director, Land Management

Regional Manager

Program Manager

Departmental Officer, District Office, Grade 5/6 and above

**Department of Natural Resources (Far West Region)**

Western Lands Commissioner

Manager, Access, Compliance and Land Administration (Assistant Western Lands Commissioner)

Manager, Land Administration

Manager, Resource Compliance

Natural Resource Officer, Compliance

Natural Resource Officer, Land Management

Lands Officer, Level 3 and above

- (2) For the purposes of paragraph (b) of the definition of *authorised person* in section 153 of the Act, the following offices, positions and ranks are prescribed (but only for the purposes of section 167 (2) of the Act and only in relation to the reserve for which the relevant reserve trust was established):

- (a) a member of the trust board of a reserve trust,
- (b) an administrator of the affairs of a reserve trust,
- (c) a ranger or other person appointed in writing by a reserve trust for the purposes of the definition of *authorised person* in clause 4 (1) of the *Crown Lands (General Reserve) By-law 2006*,

Crown Lands Regulation 2006

Clause 45

Miscellaneous

Part 6

- 
- (d) if a corporation other than the Ministerial Corporation has been appointed to manage the affairs of a reserve trust, any officer, employee of the corporation or other person appointed as an authorised person for the purposes of the definition of **authorised person** in clause 4 (1) of the *Crown Lands (General Reserve) By-law 2006* by the corporation,
  - (e) if the Ministerial Corporation has been appointed to manage, or the Minister is managing, the affairs of a reserve trust, any person authorised by the Minister in writing for the purposes of the definition of **authorised person** in clause 4 (1) of the *Crown Lands (General Reserve) By-law 2006*.

#### 45 Dumping of materials

For the purposes of section 155 (1) (i) (ii) of the Act, the following classes or descriptions of matter are prescribed:

- (a) vehicles or parts of them,
- (b) marine craft or aircraft or parts of them,
- (c) household effects, appliances, materials or waste,
- (d) clothing,
- (e) agriculture, building, commercial or industrial materials or waste,
- (f) machinery, plant or equipment or parts of them,
- (g) chemicals or metals,
- (h) vegetable matter,
- (i) stone, sand, shells, clay, earth or ash,
- (j) radioactive material,
- (k) hospital or biological waste,
- (l) abattoir waste,
- (m) toxic or hazardous waste.

#### 46 Unauthorised activities on public land

- (1) For the purposes of section 156 (1) and (3) of the Act, the following activities are prescribed:
  - (a) entering public land at a time when the public land is not open to the public,
  - (b) entering any building, structure or enclosure or part of public land not open to the public,

Clause 46      Crown Lands Regulation 2006

Part 6          Miscellaneous

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- (c) holding a meeting or performance or conducting an entertainment for money or consideration of any kind, or in a manner likely to cause a nuisance to any person,
- (d) taking part in any gathering, meeting or assembly (except, in the case of a cemetery, for the purpose of a religious or other ceremony of burial or commemoration),
- (e) selling, offering or exposing for sale any article or thing, or conducting any commercial activity,
- (f) displaying or causing any sign or notice to be displayed,
- (g) distributing any circular, advertisement, paper or other printed, drawn, written or photographic matter,
- (h) having or operating television, cinematographic or photographic equipment for commercial purposes,
- (i) camping,
- (j) planting any tree, shrub, vine, flower or other plant,
- (k) damaging, picking or removing any tree, shrub, plant, vine, flower or other vegetation (whether dead or alive), except as permitted by paragraphs (l) and (m),
- (l) removing any dead timber, log or stump, whether standing or fallen, except for the purpose of cooking food on the public land,
- (m) damaging any lawn, playing field or green, except in the course of and as a normal incident of any recreational or sporting activity,
- (n) defacing or removing or disturbing any rock, soil, sand, stone or similar substance,
- (o) lighting a fire:
  - (i) at any time when the lighting of fires on the public land is prohibited under the *Rural Fires Act 1997*, or
  - (ii) at any other time except in a properly constructed fire-place or in portable cooking equipment,
- (p) climbing any tree, building, fence, seat, table, enclosure or other structure,
- (q) destroying, capturing, injuring, annoying or interfering with, or interfering with the habitat of, any animal, bird or other fauna, whether native or introduced,
- (r) having or keeping any dog or other animal, or allowing any animal under the person's control to depasture,
- (s) carrying, laying or setting any trap, snare or poison bait, or dropping from any aircraft any trap, snare or poison bait,

Crown Lands Regulation 2006

Clause 47

Miscellaneous

Part 6

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- (t) placing any beehive,
  - (u) carrying, having or using a firearm within the meaning of the *Firearms Act 1996* or a prohibited weapon within the meaning of the *Weapons Prohibition Act 1998*, unless that person is a police officer acting in connection with the performance of that person's duties as such an officer,
  - (v) discharging fireworks,
  - (w) carrying or using any explosives,
  - (x) having, selling, serving or consuming any intoxicants,
  - (y) having or using any axe, saw or similar tool or implement,
  - (z) assembling or using a hang-glider or landing a helicopter,
  - (aa) flying a mechanically propelled model aircraft or similar thing,
  - (ab) breaking any glass or throwing or projecting any stone, missile or other object,
  - (ac) operating a television, radio, cassette, record player or electronic sound system at a volume likely to cause a nuisance to any person,
  - (ad) conducting or taking part in any sporting activity that forms part of any organised competition or tournament,
  - (ae) rock climbing, abseiling, base jumping or bungee jumping,
  - (af) riding on or using a skateboard, roller skates, roller blades, scooter or similar apparatus,
  - (ag) jetskiing or surfboarding,
  - (ah) fishing,
  - (ai) using any bow and arrow or throwing any stone or other dangerous missile,
  - (aj) driving a vehicle or riding a horse or other animal.
- (2) Nothing in this clause prohibits a person with a disability (within the meaning of the *Disability Discrimination Act 1992* of the Commonwealth) from being accompanied by an assistance animal (that is, an animal referred to in section 9 of that Act).

#### 47 Penalty notice offences

- (1) For the purposes of section 162 (1) of the Act, each offence created by a provision specified in Column 1 of Schedule 5 is prescribed as a penalty notice offence.
- (2) For the purposes of section 162 (2) of the Act, the prescribed penalty for such an offence is the amount specified in relation to the offence in Column 2 of Schedule 5.

Clause 48      Crown Lands Regulation 2006

Part 6          Miscellaneous

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**48    Removal of improvements from holdings**

An application under section 174 (2) of the Act by the former holder for permission to remove improvements on forfeiture, surrender or other determination of a holding:

- (a) is to be in the approved form, and
- (b) is to be lodged with an office of Crown Lands NSW together with the fee specified in Schedule 1.

**49    Local land board hearings—fencing work**

An application made to a local land board under section 12 of the *Dividing Fences Act 1991* is to be in an approved form and is to be accompanied by the fee specified in Schedule 1.

**50    Savings provision**

Any act, matter or thing that, immediately before the repeal of the *Crown Lands Regulation 2000*, had effect under that Regulation, is taken to have effect under this Regulation.



Crown Lands Regulation 2006

Fees and deposits

Schedule 1

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## Schedule 1 Fees and deposits

(Clause 4)

	\$
1 Issue of summons (clause 16)	40
2 Application for consent to transfer land that is subject to a recording under section 36 (4) (a), 37 (2) (a), 38 (a) or 44 (1) (a) (clause 21)	151
3 Application for enclosure permit (clause 24)	151
4 Application for additional enclosure permit (clause 25)	151
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6 Application for amalgamation of enclosure permits (clause 27)	151
7 Application for direction to provide gates or other access (clause 28)	151
8 Application for authority to cultivate an enclosed road etc (clause 29)	151
9 Inspection of the book containing particulars of disclosures of pecuniary interests of members of trust board (clause 30)	25
10 Surrender of land (clause 36)	236
11 Application for alteration etc of conditions or purposes (clause 37)	151
12 Application for exemption from conditions (clause 38)	151
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14 Application by former holder to remove improvements on forfeiture, surrender or other determination of a holding (clause 48)	151
15 Application to local land board under section 12 of the <i>Dividing Fences Act 1991</i> (clause 49)	61

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## Crown Lands Regulation 2006

Schedule 2 Substances defined as minerals in relation to land not in a special land district

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**Schedule 2 Substances defined as minerals in relation to land not in a special land district**

(Clause 5)

Agate	Cryolite	Lithium
Alum	Diamond	Magnesite
Alumina	Diatomaceous Earth	Manganese
Alunite	Dolomite	Marble
Antimony	Emerald	Mercury
Apatite	Emery	Mica
Arsenic	Felspar	Mineral Oils
Arsenical Pyrites	Fluorspar	Mineral Pigments
Asbestos	Fuller's Earth	Mineral Water
Barytes	Galena	Molybdenite
Bauxite	Garnet	Monazite
Beryllium and its ores	Germanium	Natural Gas
Bismuth	Gold	Nephrite
Borates	Graphite	Nickel
Cadmium	Gypsum	Opal
Caesium	Halite	Osmiridium
Calcite	Iceland Spar	Oxide of Iron
Chalcedony	Ilmenite	Peat
Chlorite	Iron	Perlite
Chromite	Iron Ore	Petroleum
Cinnabar	Ironstone	Phosphates
Coal	Jade	Pitchblende
Cobalt	Kerosene	Platinoid Minerals
Columbium	Laterite	Platinum
Copper	Lead	Plumbago
Corundum	Limestone	Pyrophyllites

## Crown Lands Regulation 2006

Substances defined as minerals in relation to land not in a special land district

Schedule 2

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Quartz Crystal	Selenium	Topaz
Radioactive Mineral	Shale	Tourmaline
Rare Earth Minerals	Shale Ash	Tungsten and its ores
Reef Quartz	Silver	Turquoise
Rhodonite	Steatite	Vanadium
Rock Salt	Sulphur	Wolfram
Rubidium	Talc	Wollastonite
Ruby	Tantalum	Wulfenite
Rutile	Thorium	Zinc
Sapphire	Tin	Zircon
Scheelite	Titanium	Zirconia

Crown Lands Regulation 2006

Schedule 3 Form of warrant

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### Schedule 3 Form of warrant

(Clause 18)

#### Warrant to apprehend a witness

Crown Lands Act 1989

To all police officers in the State of New South Wales:

WHEREAS ..... (the "witness") was served with a summons requiring appearance as a witness before the Local Land Board on ..... in the matter of ..... and was paid or tendered reasonable expenses for attendance but did not obey the summons. The hearing of the proceedings for which the witness is required is now set down at the ..... at ..... on the ..... day of ..... 20 ..... at the hour of .....

You are ordered to apprehend the witness before that time and to take the witness before the Local Land Board to be dealt with according to law.

If this warrant is not executed before that time, you are ordered to return it to the Chairperson of the Local Land Board immediately.

Dated this ..... day of ..... 20.....  
Chairperson

Crown Lands Regulation 2006

Records to be kept by Reserve Trust

Schedule 4

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## Schedule 4 Records to be kept by Reserve Trust

(Clause 33)

- 1 *In the case of any reserve trust:*
  - (a) Account books showing details of all income and expenditure.
  - (b) Records of assets and liabilities and improvements affected.
  - (c) Bank, building society or credit union deposit books or statements.
  - (d) Records of other financial instruments or investments.
  - (e) Plant and asset register.
  - (f) Heritage register.
  - (g) Records of leases and licences granted or in force.
  - (h) Insurance policies and certificates.
  - (i) Details of fire prevention and other occupational health and safety measures in place.
  - (j) Such other records as may be necessary to prepare a report in accordance with clause 32.
  
- 2 *In the case of a reserve trust that is appointed trustee of more than one reserve:*

The records referred to in item 1 in such a manner that will permit dissection of the details of those records for each reserve of which the reserve trust is appointed trustee.
  
- 3 *In the case of a reserve trust that is managed by a council (as defined in the Local Government Act 1993) or by a corporation other than a council (as so defined):*
  - (a) Such records as the council or corporation is required to keep under the legislation under which it is established and in such a manner that will permit dissection of those records in respect of the reserve separate from any other activity of the council or corporation.
  - (b) The records referred to in item 1 in such a manner that those records are kept separate from the records of any other activity of the council or corporation.
  - (c) Records of any decisions of the council, or any committee of the council, made in its capacity as a reserve trust manager.
  - (d) Records of any decisions of the corporation made in its capacity as a reserve trust manager.

## Crown Lands Regulation 2006

## Schedule 4      Records to be kept by Reserve Trust

- 
- 4**      *In the case of reserve trust that is managed by a trust board:*  
Minutes of all meetings of the trust board, or any committee of the board.

Crown Lands Regulation 2006

Penalty notice offences

Schedule 5

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## Schedule 5 Penalty notice offences

(Clause 47)

Column 1	Column 2
<b>Offences under the Crown Lands Act 1989</b>	
Section 155 (1) (a), (b), (c), (d), (e), (f), (h), (i) or (2)	\$220
Section 156 (2) or (3)	\$220
Section 160 (6)	\$75
Section 160 (7)	\$220
Section 167 (4)	\$75
<b>Offences under the Crown Lands (General Reserves) By-law 2006</b>	
Clause 19 (3) or (4)	\$220
Clause 20 (4)	\$75
Clause 20 (5)	\$220
Clause 21 (1) or (4)	\$220
Clause 22 (1) or (2)	\$220

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New South Wales

# Drug Misuse and Trafficking Regulation 2006

under the

Drug Misuse and Trafficking Act 1985

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Drug Misuse and Trafficking Act 1985*.

BOB DEBUS, M.P.,  
Attorney General

## Explanatory note

The object of this Regulation is to remake, with substantial changes, the *Drug Misuse and Trafficking Regulation 2000*, which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

This Regulation:

- (a) provides for the Director-General of the Department of Health to approve needle exchange programs and to authorise persons to participate in such programs (clause 4), and
- (b) exempts members of NSW Police who are Scene of Crime Officers from certain provisions of the *Drug Misuse and Trafficking Act 1985* (**the Act**) that might otherwise prohibit them from possessing prohibited drugs or performing other aspects of their duties (clause 5), and
- (c) exempts certain persons from the provisions of the Act that might otherwise prohibit them from possessing and supplying syringes, needles and associated equipment, and giving information, in connection with an approved needle exchange program (clauses 6 and 7), and
- (d) exempts pharmacists, and persons who act under the supervision of pharmacists, from certain provisions of the Act that might otherwise prohibit them from possessing and supplying equipment that can be used to administer prohibited drugs (clause 8), and
- (e) specifies certain substances as precursors (clause 9 and Schedules 1 and 2), and
- (f) regulates the sale and storage of such precursors (clauses 10 and 11), and



Drug Misuse and Trafficking Regulation 2006

Explanatory note

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- (g) provides for the analysis of drug exhibits by an analyst (Part 4) whenever:
- (i) a traffickable quantity of a prohibited drug is seized or comes into the possession of a member of NSW Police, or
  - (ii) the seal on a package previously so analysed is broken, or
  - (iii) the package is opened or tampered with, or
  - (iv) an order is made under Part 3A of the Act for the destruction of the drug.

This Regulation is made under the *Drug Misuse and Trafficking Act 1985*, as amended by the *Drug Misuse and Trafficking Amendment Act 2006*, including sections 11 (1B), 24A, 39S and 45 (the general regulation-making power).

Drug Misuse and Trafficking Regulation 2006

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Clause 1	Drug Misuse and Trafficking Regulation 2006
Part 1	Preliminary

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## Drug Misuse and Trafficking Regulation 2006

under the

Drug Misuse and Trafficking Act 1985

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Drug Misuse and Trafficking Regulation 2006*.

#### 2 Commencement

- (1) This Regulation commences on 1 September 2006, except as provided by subclause (2).

**Note.** This Regulation replaces the *Drug Misuse and Trafficking Regulation 2000*, which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

- (2) Clauses 10 (1) (b) and (c), (2)–(5), (7) and (8) and 11 and Schedule 2 commence on 1 March 2007.

#### 3 Definitions

- (1) In this Regulation:
- analyst* has the same meaning as in section 43 of the Act.
  - approved needle exchange program* means a program approved by the Director-General of the Department of Health, as referred to in clause 4.
  - authorised person* means a person who is authorised by the Director-General of the Department of Health to participate in an approved needle exchange program, as referred to in clause 4.
  - the Act* means the *Drug Misuse and Trafficking Act 1985*.
- (2) In this Regulation, a reference to anything done by an analyst includes a reference to anything done by a person under the supervision of an analyst.
- (3) Notes included in this Regulation do not form part of this Regulation.

Drug Misuse and Trafficking Regulation 2006

Clause 4

General

Part 2

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## Part 2 General

### 4 Approval by Director-General of Department of Health of needle exchange programs

- (1) The Director-General of the Department of Health may authorise a specified person or a specified class of persons to participate in a program approved by the Director-General to facilitate:
  - (a) the supply to intravenous drug users of sterile hypodermic syringes and sterile hypodermic needles, and any associated equipment, to prevent the spread of contagious disease and minimise health risks associated with intravenous drug use, and
  - (b) the giving out of information concerning hygienic practices in the use of hypodermic syringes and hypodermic needles to prevent the spread of contagious disease.
- (2) An authorisation under this clause is to be granted, and may be revoked, in the same manner as an authorisation under the Act.

### 5 Exemption for Scene of Crime Officers

A member of NSW Police who has been designated by the Commissioner of Police as a Scene of Crime Officer is exempt from the provisions of sections 10, 23 (1) and (2) and 25 (1) and (2) of the Act in relation to every prohibited plant or prohibited drug to the extent necessary to enable the member to carry out his or her duties as such an officer.

### 6 Exemption for authorised persons participating in approved program

- (1) An authorised person is exempt from the provisions of sections 11, 19 and 20 of the Act, to the extent necessary to authorise the person:
  - (a) to have in his or her possession, and to distribute, hypodermic syringes and hypodermic needles, and any associated equipment, for use in the administration of a prohibited drug capable of being so administered, and
  - (b) to give out information concerning hygienic practices in the use of hypodermic syringes and hypodermic needles to prevent the spread of contagious disease.
- (2) The exemption applies only for the purpose of enabling the authorised person to participate in an approved needle exchange program.

Clause 7 Drug Misuse and Trafficking Regulation 2006

Part 2 General

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**7 Exemption for giving out information about approved program**

Any person is exempt from the provisions of sections 19 and 20 of the Act, to the extent necessary to authorise the person to give out information about the location and hours of operation of an approved needle exchange program.

**8 General exemption for pharmacists and staff**

A pharmacist acting in the ordinary course of his or her profession, and any person acting under the supervision of the pharmacist, is exempt from the provisions of sections 11, 19 and 20 of the Act, to the extent necessary to authorise the pharmacist or person:

- (a) to have in his or her possession, and to distribute, hypodermic syringes and hypodermic needles, and any associated equipment, for use in the administration of a prohibited drug capable of being so administered, and
- (b) to give out information concerning hygienic practices in the use of hypodermic syringes and hypodermic needles to prevent the spread of contagious disease.

Drug Misuse and Trafficking Regulation 2006

Clause 9

Precursors

Part 3

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## Part 3 Precursors

### 9 Precursors

For the purposes of section 24A of the Act:

- (a) the substances listed in Schedule 1, and any preparation, admixture, extract or other substance containing any proportion of a substance listed in Schedule 1, are specified as precursors but only in relation to section 24A (1) of the Act, and
- (b) the substances listed in Schedules 1 and 2, and any preparation, admixture, extract or other substance containing any proportion of a substance listed in Schedule 1 or 2, are specified as precursors but only in relation to section 24A (2A) of the Act.

**Note.** The term **substance** is defined in section 3 of the Act as including preparation and admixture and all salts, isomers, esters or ethers of any substance and all salts of those isomers, esters and ethers.

### 10 Sales and storage of Schedule 1 precursors

- (1) A person (*supplier*) must not supply any Schedule 1 precursor to a person (*receiver*) unless the receiver:
  - (a) has an account with the supplier and payment for the supply is made through the account, and
  - (b) has provided the supplier with an end user declaration, and
  - (c) has furnished the supplier with proof of the receiver's identity (for example, a driver licence or passport).
- (2) A supplier must not supply any Schedule 1 precursor to a receiver unless at least 24 hours have passed following the completion by the receiver of the requirements set out in subclause (1) (b) and (c).
- (3) A supplier of any Schedule 1 precursor must store the precursor in a manner that prevents any access to it by any person other than:
  - (a) the supplier, or
  - (b) a person authorised in writing by the supplier to have access to the precursor.
- (4) A supplier who authorises in writing another person to have access to any Schedule 1 precursor in accordance with subclause (3) (b) must:
  - (a) keep a copy of that authorisation for the period of its effect and the period of at least 2 years following the authorisation ceasing to have effect, and
  - (b) make any such copy available for inspection on request by a police officer during business hours.

Clause 10 Drug Misuse and Trafficking Regulation 2006

Part 3 Precursors

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- (5) A supplier must not supply any Schedule 1 precursor to a person unless the supplier has recorded:
- (a) the name and quantity of the Schedule 1 precursor supplied, and
  - (b) the date of supply of the Schedule 1 precursor from the supplier's premises.
- (6) Subclauses (1), (2), (4) and (5) do not apply to the supply of a substance referred to in paragraph (b) of the definition of *Schedule 1 precursor* in subclause (9) if:
- (a) the substance is supplied for therapeutic use within the meaning of the relevant therapeutic goods laws, and
  - (b) the substance is packaged and labelled in accordance with the relevant therapeutic goods laws, and
  - (c) the supplier is authorised, by the relevant therapeutic goods laws, to supply the substance.
- (7) A supplier must make each end user declaration provided to the supplier in accordance with subclause (1) (b), and each record made under subclause (5), available for inspection on request by a police officer during business hours.
- (8) A supplier must keep each end user declaration provided to the supplier in accordance with subclause (1) (b), and each record made under subclause (5), for a period of at least 5 years.
- (9) In this clause:
- end user declaration* means a document, completed by a proposed receiver of a Schedule 1 precursor, that specifies the following:
- (a) the name and address of the receiver,
  - (b) details of the receiver's proof of identity furnished to the supplier concerned (for example, details of a driver licence or passport),
  - (c) the name and quantity of the Schedule 1 precursor to be supplied,
  - (d) the proposed date of supply of the Schedule 1 precursor from the supplier's premises.
- relevant therapeutic goods laws* means:
- (a) the *Poisons and Therapeutic Goods Act 1966*, and
  - (b) the regulations under that Act, and
  - (c) the Commonwealth therapeutic goods laws within the meaning of that Act as those laws apply as a law of this State.
- Schedule 1 precursor* means any of the following substances:
- (a) a substance listed in Schedule 1 (other than a substance referred to in paragraph (b) or (c)),

Drug Misuse and Trafficking Regulation 2006

Clause 11

Precursors

Part 3

- (b) Ephedrine, Phenylpropanolamine or Pseudoephedrine or a salt of Ephedrine, Phenylpropanolamine or Pseudoephedrine,
- (c) Phenylacetic acid or a salt or ester of Phenylacetic acid.

**Note.** The term **substance** in this clause does not include a preparation, admixture, salts, isomers, esters or ethers of any substance or a salt of those isomers, esters and ethers (see subclause (10)). Accordingly, the definition of **Schedule 1 precursor** does not include a preparation, admixture, salts, isomers, esters or ethers of any substance or a salt of those isomers, esters and ethers, except where specifically provided for.

- (10) In this clause, a reference to a substance does not include a reference to a preparation, admixture, salt, isomer, ester or ether of a substance listed in Schedule 1 or a salt of such an isomer, ester or ether, unless otherwise specified.

Maximum penalty:

- (a) in the case of a corporation—100 penalty units for a first offence or 150 penalty units for a second or subsequent offence, or
- (b) in the case of an individual—30 penalty units for a first offence or 50 penalty units for a second or subsequent offence.

#### 11 Sales of Schedule 2 precursors

- (1) A person (**supplier**) must not supply any Schedule 2 precursor to a person (**receiver**) unless the receiver:
  - (a) has an account with the supplier and payment for the supply is made through the account, and
  - (b) has provided the supplier with an end user declaration, and
  - (c) has furnished the supplier with proof of the receiver's identity (for example, a driver licence or passport).
- (2) A supplier must not supply any Schedule 2 precursor to a person unless the supplier has recorded:
  - (a) the name and quantity of the Schedule 2 precursor supplied, and
  - (b) the date of supply of the Schedule 2 precursor from the supplier's premises.
- (3) A supplier must make each end user declaration provided to the supplier in accordance with subclause (1) (b), and each record made under subclause (2), available for inspection on request by a police officer during business hours.
- (4) A supplier must keep each end user declaration provided to the supplier in accordance with subclause (1) (b), and each record made under subclause (2), for a period of at least 2 years.



Clause 11 Drug Misuse and Trafficking Regulation 2006

Part 3 Precursors

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(5) In this clause:

**end user declaration** means a document, completed by a proposed receiver of a Schedule 2 precursor, that specifies the following:

- (a) the name and address of the receiver,
- (b) details of the receiver's proof of identity furnished to the supplier concerned (for example, details of a driver licence or passport),
- (c) the name and quantity of the Schedule 2 precursor to be supplied.

**Schedule 2 precursor** means any substance listed in Schedule 2.

(6) In this clause, a reference to a substance does not include a reference to a preparation, admixture, salt, isomer, ester or ether of a substance listed in Schedule 2 or a salt of such an isomer, ester or ether, unless otherwise specified.

Maximum penalty:

- (a) in the case of a corporation—100 penalty units for a first offence or 150 penalty units for a second or subsequent offence, or
- (b) in the case of an individual—30 penalty units for a first offence or 50 penalty units for a second or subsequent offence.

Drug Misuse and Trafficking Regulation 2006

Clause 12

Custody and analysis of drug exhibits

Part 4

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## **Part 4 Custody and analysis of drug exhibits**

### **12 Application of Part**

- (1) This Part applies to a substance that a member of NSW Police knows or suspects to be a prohibited drug and:
  - (a) that is in the custody of a member of NSW Police, and
  - (b) the quantity of which is not less than the traffickable quantity for the prohibited drug concerned.
- (2) It is immaterial whether a prohibited drug to which this Part applies is or has come into the custody of a member of NSW Police through seizure or other means.

### **13 Delivery of substance for analysis**

- (1) As soon as practicable (but in no case later than 14 days) after a substance to which this Part applies comes into the custody of a member of NSW Police, the whole of the substance must be given to an analyst for analysis.
- (2) Immediately after a member of NSW Police opens a package that has been sealed under this Part or becomes aware that a package sealed under this Part has been opened or tampered with, the whole of the contents of the package must be given to an analyst for analysis.

### **14 Order for destruction**

- (1) Immediately after an order is made under Part 3A of the Act for the destruction of a prohibited drug to which this Part applies, the person having the custody of the prohibited drug must arrange for an analyst to inspect the package or packages containing the prohibited drug to determine whether or not any package has been opened or tampered with since it was last sealed.
- (2) The person having the custody of the prohibited drug must give the whole of the contents of a package that is found to have been opened or tampered with to the analyst for analysis.

### **15 Carrying out of analysis**

- (1) An analyst to whom a substance is given for analysis under clause 13 or 14 must carry out an analysis of it to determine whether it is a prohibited drug and, if it is, to determine:
  - (a) the identity of the prohibited drug, and
  - (b) the quantity or mass of the prohibited drug, and
  - (c) the purity of the prohibited drug.

Clause 16 Drug Misuse and Trafficking Regulation 2006

Part 4 Custody and analysis of drug exhibits

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- (2) If the substance is cannabis leaf, the analyst, after identifying the substance, need only determine the quantity or mass of the cannabis leaf.

**16 Procedure after analysis**

- (1) After removing a sample of a substance that is given to an analyst for analysis under clause 13 or 14, the analyst must place the balance of the substance not required for analysis into one or more packages, securely seal each package and mark each package with an identifying mark.
- (2) After complying with subclause (1), the analyst must deliver each sealed package, or cause each sealed package to be delivered, to the Commissioner of Police or to a person, or to a person of a class of persons, specified by the Commissioner for the purpose.

**17 Storage of sealed packages**

- (1) A person to whom a package is delivered under clause 16 (2) must store the package in a secure place determined by the Commissioner of Police.
- (2) Subclause (1) has effect subject to any order made under Part 3A of the Act requiring destruction of the prohibited drug concerned and, accordingly, does not have effect to the extent that is necessary to secure compliance with the order.

**18 Analyst's certificate**

An analyst who, under this Part, analyses a substance that is a prohibited drug must prepare a certificate under section 43 (1) of the Act of the result of the analysis that includes the following:

- (a) the identity of the prohibited drug,  
(b) the quantity or mass of the prohibited drug,  
(c) except in the case of cannabis leaf, the purity of the prohibited drug.

**19 Significant variations in analysts' certificates**

If a difference occurs between the findings recorded in two or more certificates of an analyst concerning the same drug exhibit and the analyst providing the later or latest certificate is of the opinion that the difference is significant, that analyst must immediately forward a copy of all certificates relating to the drug exhibit to the Director of Public Prosecutions.

Drug Misuse and Trafficking Regulation 2006

Clause 20

Miscellaneous

Part 5

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## **Part 5    Miscellaneous**

### **20    Savings**

Any act, matter or thing that, immediately before the repeal of the *Drug Misuse and Trafficking Regulation 2000*, had effect under that Regulation is taken to have effect under this Regulation.

## Drug Misuse and Trafficking Regulation 2006

Schedule 1 Precursors—clause 10

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**Schedule 1 Precursors—clause 10**

(Clauses 9 and 10)

Acetic anhydride  
4-Amino butanoic acid (also known as Piperidinic acid)  
Boron tribromide  
Bromo safrole  
Bromobenzene  
1, 4-Butanediol (also known as Tetramethylene glycol, hydroxybutanol or 1,4BD)  
1-Chloro-1-phenyl-2-aminopropane  
Ephedrine  
Ephedrone  
Ethyl phenyl acetate  
Gamma butyrolactone (also known as 4-hydroxybutanoic acid lactone or gBL)  
Gamma hydroxybutanoic acid (including salts) (also known as Gamma hydroxybutyric acid)  
Hydriodic acid  
4-Hydroxybutanal (also known as 4-Hydroxybutyraldehyde)  
4-Hydroxy-butanoic acid nitrile (also known as 4-Hydroxybutyronitrile)  
4-Hydroxy-pentanoic acid (also known as Gamma valerolactone)  
2-Hydroxytetrahydrofuran (also known as Tetrahydro-2-furanol)  
Hypophosphite salts  
Hypophosphorous acid  
3, 4-Methylenedioxyphenylpropan-2-one (also known as 3, 4-Methylenedioxy-phenyl-2-propanone)  
N-Methylephedrine  
Methyl phenylacetate  
N-Methylpseudoephedrine  
Norpseudoephedrine  
Phenylacetamide  
Phenylacetic acid

## Drug Misuse and Trafficking Regulation 2006

Precursors—clause 10

Schedule 1

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Phenylacetonitrile

Phenylacetyl chloride

Phenylpropanolamine

1-Phenyl-2-chloropropane

1-Phenyl-2-nitropropene

1-Phenyl-2-propanol

1-Phenyl-1-propanone (also known as Phenylethylketone, Propiophenone)

1-Phenyl-2-propanone

1-Phenyl-2-propanone oxime

Phosphorus (red or white)

Phosphorous acid (also known as Phosphonic acid)

Piperonal (also known as 3, 4-Methylenedioxy-benzaldehyde or Heliotopine)

Pseudoephedrine

Pyridine

2-Pyrrolidone (also known as Gamma butyrolactam)

Safrole (also known as 5-(2-Propenyl)-1, 3-Benzodioxide)

Sassafras oil

## Drug Misuse and Trafficking Regulation 2006

Schedule 2 Precursors—clause 11

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**Schedule 2 Precursors—clause 11**

(Clauses 9 and 11)

N-Acetylanthranilic acid (also known as 2-Acetamidobenzoic acid)  
Allybenzene (also known as 3-Phenyl-1-propene or 2-Propenyl-benzene)  
Ammonium formate  
Anthranilic acid (also known as 2-Aminobenzoic acid)  
Benzaldehyde  
Benzyl bromide (also known as a-Bromotoluene)  
Benzyl chloride (also known as a-Chlorotoluene)  
Calcium  
Chromic acid (including salts)  
Chromium trioxide (also known as Chromium (VI) oxide)  
Ergometrine (also known as Ergonovine)  
Ergotamine  
Ethanamine (also known as Monoethylamine)  
N-Ethylephedrine  
N-Ethylpseudoephedrine  
Formamide  
Hydrobromic acid (also known as Hydrogen bromide solution)  
Iodine (including iodine salts)  
Isosafrole (also known as 5-(1 Propenyl)-1, 3-benzodioxile)  
Lithium  
Lysergic acid  
Magnesium  
Mercuric chloride (also known as Mercury (II) chloride or Mercury bichloride)  
Methylamine (gas) (also known as Aminomethane or Monomethylamine)  
Methylammonium salts  
N-Methylformamide  
Nitroethane

Drug Misuse and Trafficking Regulation 2006

Precursors—clause 11

Schedule 2

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Nitromethane

Palladium (including salts)

Phenylalanine

Piperidine

Potassium

Propionic anhydride

Raney nickel

Sodium

Sodium borohydride

Thionyl chloride

Thorium (including salts)





New South Wales

# Electronic Transactions (Consumer Credit Code) Further Amendment Regulation 2006

under the

Electronic Transactions Act 2000

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Electronic Transactions Act 2000*.

BOB DEBUS, M.P.,  
Attorney General

## Explanatory note

The object of this Regulation is to correct a typographical error in the commencement clause of the *Electronic Transactions (Consumer Credit Code) Amendment Regulation 2006*.

This Regulation is made under the *Electronic Transactions Act 2000*, including section 15 (the general power to make regulations).

Clause 1            Electronic Transactions (Consumer Credit Code) Further Amendment  
                         Regulation 2006

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## **Electronic Transactions (Consumer Credit Code) Further Amendment Regulation 2006**

under the

Electronic Transactions Act 2000

### **1 Name of Regulation**

This Regulation is the *Electronic Transactions (Consumer Credit Code) Further Amendment Regulation 2006*.

### **2 Amendment of Electronic Transactions (Consumer Credit Code) Amendment Regulation 2006**

The *Electronic Transactions (Consumer Credit Code) Amendment Regulation 2006* is amended by omitting the word “*Management*” wherever occurring in clause 2 (a) and (b) and by inserting instead the word “*Measurement*”.



New South Wales

# Energy and Utilities Administration Regulation 2006

under the

Energy and Utilities Administration Act 1987

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Energy and Utilities Administration Act 1987*.

JOSEPH TRIPODI, M.P.,  
Minister for Energy

## Explanatory note

The object of this Regulation is to remake, without substantial change, the *Energy and Utilities Administration Regulation 1999*, which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

In particular, this Regulation:

- (a) prescribes standards of energy efficiency and performance for certain electrical equipment, and
- (b) provides for the registration and labelling of that equipment, and
- (c) enables the Energy Corporation of New South Wales to require the equipment to be examined or tested to determine whether it complies with the standards prescribed, and labelling requirements provided for, by this Regulation, and
- (d) prescribes certain offences under this Regulation relating to the registration, labelling and examination or testing of such equipment as penalty notice offences, and
- (e) prescribes Gosford City Council and Wyong Shire Council as State water agencies for the purposes of the *Energy and Utilities Administration Act 1987 (the Act)*, and
- (f) prescribes the local government areas of each of those councils as water savings areas for the purposes of the Act, and
- (g) provides for other matters of a savings or transitional nature.

This Regulation comprises or relates to matters set out in Schedule 3 of the *Subordinate Legislation Act 1989*, being one or more of the following:

- (a) matters of a machinery nature,

Energy and Utilities Administration Regulation 2006

Explanatory note

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- (b) matters of a savings or transitional nature,
- (c) matters arising under legislation that is substantially uniform or complementary with legislation of the Commonwealth or another State or Territory,
- (d) matters involving the adoption of international or Australian standards, where an assessment of the costs and benefits has already been made,
- (e) matters that are not likely to impose an appreciable burden, cost or disadvantage on any sector of the public.

This Regulation is made under the *Energy and Utilities Administration 1987*, including paragraph (b) in each of the definitions of **State water agency** and **water savings area** in section 3 (1), and sections 38, 46A and 53 (the general regulation-making power).

## Energy and Utilities Administration Regulation 2006

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## Energy and Utilities Administration Regulation 2006

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Energy and Utilities Administration Regulation 2006

Clause 1

Preliminary

Part 1

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## Energy and Utilities Administration Regulation 2006

under the

Energy and Utilities Administration Act 1987

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Energy and Utilities Administration Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Energy and Utilities Administration Regulation 1999* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

#### 3 Definitions

(1) In this Regulation:

***approved energy efficiency label*** for electrical equipment means an energy efficiency label that:

- (a) has been approved by the Corporation under Division 3 of Part 2 in respect of the equipment, or
- (b) has been approved or registered by a corresponding authority in respect of the equipment,

where the approval or registration is still in force.

***corresponding authority*** means a person or body exercising, under a law of another State or a Territory, functions similar to those of the Corporation under this Regulation.

***energy efficiency label*** for electrical equipment means a label, designed to be displayed on the equipment, indicating the energy efficiency of the equipment.

***registered*** means recorded in the register of electrical equipment kept by the Corporation in accordance with clause 14.

***registration holder*** means a person in whose name electrical equipment is registered or into whose name registration of electrical equipment has been transferred.

Clause 3	Energy and Utilities Administration Regulation 2006
Part 1	Preliminary

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**relevant standard**, in relation to electrical equipment, means a standard indicated in Schedule 1 or 2 as being applicable to the equipment, being a standard published by Standards Australia or a standard published jointly by Standards Australia and Standards New Zealand.

**sell** includes:

- (a) auction or exchange, and
- (b) offer, agree or attempt to sell, and
- (c) cause or permit to be offered for sale, and
- (d) display for sale.

**the Act** means the *Energy and Utilities Administration Act 1987*.

- (2) A reference in this Regulation to a standard is a reference to:
  - (a) if the standard continues to be in force—the standard as in force from time to time, or
  - (b) if the standard has ceased to be in force (including any standard that ceased to be in force because it has been superseded by another standard published by the same person or body)—the standard as in force immediately before it ceased to be in force.
- (3) Words and expressions used in this Regulation that are used in a standard referred to in this Regulation have the same meanings in this Regulation as they have in the standard.
- (4) Without limiting subclause (3), a reference in this Regulation to electrical equipment listed in Schedule 1 or 2 extends only to electrical equipment to which the relevant standard for that kind of equipment applies.
- (5) Notes included in this Regulation do not form part of this Regulation.



Energy and Utilities Administration Regulation 2006

Clause 4

Energy efficiency of electrical equipment

Part 2

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## **Part 2 Energy efficiency of electrical equipment**

### **Division 1 Standards**

#### **4 Minimum standards**

- (1) Electrical equipment listed in Schedule 1 must comply with the performance criteria set out in Part 2 of the relevant standard when tested, in accordance with Part 1 of that standard, by a laboratory that is:
  - (a) accredited by the National Association of Testing Authorities, or
  - (b) approved by the Corporation.
- (2) Electrical equipment listed in Schedule 2 must comply with any applicable energy efficiency requirements and performance criteria set out in the relevant standard.

### **Division 2 Registration**

#### **5 Sale of certain electrical equipment**

- (1) A person must not sell electrical equipment listed in Schedule 1 or 2 unless the equipment is registered by the Corporation in accordance with this Division.  
Maximum penalty: 20 penalty units.
- (2) This clause applies in respect of the sale of new electrical equipment, whether by wholesale or retail, but does not apply to the sale of the following equipment:
  - (a) second-hand equipment,
  - (b) equipment that, at the time of sale, is approved, registered or otherwise authorised by a corresponding authority.

#### **6 Applications for registration**

- (1) A person may apply to the Corporation for the registration of electrical equipment listed in Schedule 1 or 2.
- (2) An application for the registration of electrical equipment listed in Schedule 1 must:
  - (a) be in the form set out in the relevant standard, and
  - (b) if the applicant's address is not in Australia or New Zealand, include the name and address of a person in Australia or New Zealand who can provide information about the application, and
  - (c) include a declaration by the applicant or a person authorised by the applicant that the equipment complies with clause 4 (1), and

Clause 6 Energy and Utilities Administration Regulation 2006

Part 2 Energy efficiency of electrical equipment

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- (d) be accompanied by:
  - (i) the results of testing referred to in clause 4 (1) in the form set out in the relevant standard, and
  - (ii) the results of testing and calculations referred to in section 2 of Part 2 of the relevant standard, and
  - (iii) a sample of the energy efficiency label required to be displayed under clause 16, and
  - (iv) a fee of \$150.
- (3) An application for the registration of electrical equipment listed in Schedule 2 must:
  - (a) be in writing (in the form, if any, set out in the relevant standard) and include:
    - (i) the applicant's business name, address and telephone and facsimile numbers, and
    - (ii) if the applicant's address is not in Australia or New Zealand, the name and address of a person in Australia or New Zealand who can provide information about the application, and
    - (iii) a description of the type of equipment and its brand name, model name and model number, and
    - (iv) a declaration by the applicant or a person authorised by the applicant that the equipment complies with clause 4 (2), and
  - (b) be accompanied by:
    - (i) the results of testing and calculations if the relevant standard requires those tests and calculations to accompany the application, and
    - (ii) a fee of \$150.
- (4) An application for the registration of electrical equipment may be made in respect of a range of models of the one brand if each of the models has the same relevant physical characteristics, energy efficiency and performance characteristics.
- (5) The Corporation may require the applicant to provide any additional information about the physical characteristics, energy efficiency and performance characteristics of the equipment that it considers necessary to determine the application.
- (6) The Corporation may waive any of the requirements of subclause (2) or (3).

Energy and Utilities Administration Regulation 2006

Clause 7

Energy efficiency of electrical equipment

Part 2

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## **7 Applications for transfer of registration**

- (1) A person in whose name electrical equipment is registered may apply to the Corporation to have the registration transferred to another person.
- (2) An application must be:
  - (a) in writing, and
  - (b) accompanied by:
    - (i) details of the registration holder, the equipment and the person to whom the registration is to be transferred, and
    - (ii) the written consent of the person to whom the registration is to be transferred, and
    - (iii) a fee of \$50.

## **8 Notifying the applicant**

- (1) The Corporation must notify an applicant for the registration or transfer of registration of its decision about the application within 30 business days after it makes the decision.
- (2) However, if the Corporation decides to refuse the registration or transfer of registration of electrical equipment, it must notify the applicant of its decision within 10 business days after it makes the decision and must include a statement of the reasons for the decision.

## **9 Requirements for registration**

The Corporation may only register or transfer the registration of electrical equipment if the Corporation is satisfied that:

- (a) in the case of equipment listed in Schedule 1:
  - (i) the equipment complies with the requirements of clause 4 (1), and
  - (ii) the energy efficiency label required to be displayed under clause 16 is in the form, and contains the particulars and any other matter, required by the relevant standard,
- (b) in the case of equipment listed in Schedule 2, the equipment complies with the requirements of clause 4 (2).

## **10 Duration of registration**

A registration expires on the date specified by the Corporation not exceeding 5 years after the date on which it is granted, unless cancelled sooner.

Clause 11 Energy and Utilities Administration Regulation 2006

Part 2 Energy efficiency of electrical equipment

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### **11 Cancellation of registration**

- (1) The Corporation may, in accordance with clause 12, cancel the registration of electrical equipment in any of the following circumstances:
  - (a) if, when examined or tested under clause 21 or by a corresponding authority:
    - (i) a sample of the equipment does not conform with the results of testing provided by the applicant, or
    - (ii) a sample of the equipment does not comply with the energy efficiency requirements or performance criteria of the relevant standard, or
    - (iii) the information set out on a sample energy efficiency label in respect of the equipment does not conform with the results of testing,
  - (b) if the registration holder engages in conduct which misleads or is likely to mislead the public as to the physical characteristics, energy efficiency or performance characteristics of the equipment,
  - (c) if the registration holder provides to the Corporation false or misleading information relating to an application for registration or transfer of registration,
  - (d) at the request of the registration holder.
- (2) If the registration of electrical equipment is cancelled under subclause (1) (a), the Corporation may also cancel the registration of any other electrical equipment that the Corporation is satisfied:
  - (a) has the same relevant physical characteristics, energy efficiency and performance characteristics as the equipment whose registration was cancelled under subclause (1) (a), and
  - (b) was registered on the basis of the same results of testing as the equipment referred to in subclause (1) (a).

### **12 Requirements for cancellation of registration**

- (1) Before cancelling the registration of electrical equipment, the Corporation must notify the registration holder of the proposed cancellation and of the reasons for the proposed cancellation.
- (2) The registration holder may make a written submission, within 15 business days after a notice under subclause (1) is given, as to why the registration should not be cancelled.

Energy and Utilities Administration Regulation 2006

Clause 13

Energy efficiency of electrical equipment

Part 2

- 
- (3) If, after receiving the registration holder's submission or if no submission is received, the Corporation decides to cancel the registration, the Corporation must give the registration holder 5 business days' notice of the date of cancellation of the registration.

### **13 Change of particulars**

If a registration holder's name or address changes, the registration holder must notify the Corporation in writing within 20 business days after the change occurs.

Maximum penalty: 5 penalty units.

### **14 Register of electrical equipment**

- (1) The Corporation must keep a register of electrical equipment approved for registration by the Corporation.
- (2) The Corporation may enter in the register any details supplied in an application for registration or transfer of registration and any change to the registration holder's name or address that is notified to the Corporation.
- (3) On payment of a fee of \$50, the Corporation may provide an extract from the register.

## **Division 3 Labelling**

### **15 Approval of energy efficiency label**

- (1) The Corporation must approve an energy efficiency label for any electrical equipment listed in Schedule 1 that it registers.
- (2) The Corporation may approve an energy efficiency label for any electrical equipment listed in Schedule 2 that it registers, except a fluorescent lamp ballast, power transformer, refrigerated display cabinet or rotating electrical machine (three phase).
- (3) The approved form of energy efficiency label must be in the form, and contain the particulars and any other matter, required by the relevant standard.

### **16 Electrical equipment listed in Schedule 1 to be labelled with approved label when sold**

- (1) A person must not sell electrical equipment listed in Schedule 1 unless an approved energy efficiency label is displayed on the equipment in accordance with Part 2 of the relevant standard.
- Maximum penalty: 20 penalty units.

Clause 17 Energy and Utilities Administration Regulation 2006

Part 2 Energy efficiency of electrical equipment

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- (2) In the case of an airconditioner or heat pump that is sold in a package, the approved energy efficiency label may instead be displayed on the package.
- (3) This clause applies in respect of the sale of new equipment, whether by wholesale or retail, but does not apply to the sale of second-hand equipment.

**17 Use of display fronts in connection with sale of electrical equipment listed in Schedule 1**

- (1) A person must not, in connection with the sale of electrical equipment listed in Schedule 1, exhibit a display front for the equipment unless an approved energy efficiency label is displayed on the equipment in accordance with Part 2 of the relevant standard.  
Maximum penalty: 20 penalty units.
- (2) In this clause:  
*display front* means an assembly intended to represent the front of electrical equipment.

**18 Labels on certain electrical equipment listed in Schedule 2 to be approved**

- (1) This clause applies to electrical equipment listed in Schedule 2, except fluorescent lamp ballasts, power transformers, refrigerated display cabinets and rotating electrical machines (three phase).
- (2) A person must not sell electrical equipment on which an energy efficiency label is displayed unless the label is an approved energy efficiency label.  
Maximum penalty: 20 penalty units.

**19 Fluorescent lamp ballast to be appropriately labelled when sold**

- (1) A person must not sell a fluorescent lamp ballast for use with an International Lamp Coding System (ILCOS) lamp type FD (type T) lamp unless the ballast is legibly labelled with the appropriate energy efficiency index classification specified in the relevant standard.  
Maximum penalty: 20 penalty units.
- (2) This clause applies in respect of the sale of new equipment, whether by wholesale or retail, but does not apply to the sale of second-hand equipment.

Energy and Utilities Administration Regulation 2006

Clause 20

Energy efficiency of electrical equipment

Part 2

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**20 Sale of certain equipment listed in Schedule 2 and labelled as “high efficiency”**

- (1) This clause applies to a power transformer, refrigerated display cabinet or rotating electrical machine (three phase).
- (2) A person must not sell any equipment to which this clause applies that is labelled with the text “high efficiency” unless the equipment satisfies the requirements of the relevant standard relating to describing the equipment as “high efficiency”.  
Maximum penalty: 20 penalty units.

**Division 4 Testing required by the Corporation**

**21 Testing or examination for compliance**

- (1) The Corporation may, at any time, require any registered electrical equipment to be examined or tested to determine whether it complies with the requirements of clause 4 (Minimum standards) or Division 3 (Labelling).
- (2) For the purposes of subclause (1), the Corporation, by notice given to the registration holder, may require the registration holder to provide a sample of the registered electrical equipment or the energy efficiency label for the equipment.
- (3) Within 15 business days after receipt of a notice under subclause (2), the registration holder must deliver to the Corporation or to a laboratory nominated by the Corporation the sample or label required.  
Maximum penalty: 5 penalty units.

**22 Disposal of samples**

The Corporation may dispose of electrical equipment in the possession of the Corporation or held on behalf of the Corporation for the purposes of clause 21 if the equipment is not collected within 20 business days after the Corporation has given notice to the registration holder that the equipment is ready for collection.

**Division 5 Transitional provisions**

**23 Transitional provisions for existing goods affected by changes to Regulation or to relevant standards**

This Regulation does not apply to electrical equipment that (but for this clause) would become subject to this Regulation as a consequence of an amendment to this Regulation or to a relevant standard if the equipment was manufactured in or imported into Australia before the amendment took effect.

Clause 24 Energy and Utilities Administration Regulation 2006

Part 2 Energy efficiency of electrical equipment

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**24 Transitional provisions for existing goods affected by changes in performance criteria or energy efficiency or labelling requirements**

- (1) This clause applies to electrical equipment in respect of which:
- (a) there is a change in the performance criteria referred to in clause 4 (1), or
  - (b) there is a change in the energy efficiency requirements or performance criteria referred to in clause 4 (2), or
  - (c) there is a change in the requirements relating to the form of, or particulars or other matters to be contained in, an energy efficiency label as referred to in clause 15 (3), or
  - (d) there is a change in the requirements for the display of an energy efficiency label as referred to in clause 16 (1),
- as a consequence of an amendment to this Regulation or to a relevant standard.
- (2) This Regulation or the relevant standard, as the case may be, applies to such electrical equipment as if the amendment had not been made if the equipment was manufactured in or imported into Australia before the amendment took effect.



Energy and Utilities Administration Regulation 2006

Clause 25

Miscellaneous

Part 3

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## Part 3 Miscellaneous

### 25 Prescribed State water agencies and water savings areas

- (1) The following State agencies are prescribed for the purposes of paragraph (b) of the definition of *State water agency* in section 3 (1) of the Act:
  - (a) Gosford City Council,
  - (b) Wyong Shire Council.
- (2) The following areas of the State are prescribed for the purposes of paragraph (b) of the definition of *water savings area* in section 3 (1) of the Act:
  - (a) the local government area of Gosford City Council under the *Local Government Act 1993*,
  - (b) the local government area of Wyong Shire Council under the *Local Government Act 1993*.

### 26 Penalty notice offences and penalties

For the purposes of section 46A of the Act:

- (a) each offence created by a provision specified in Column 1 of Schedule 3 is prescribed as a penalty notice offence, and
- (b) the penalty prescribed for each such offence is the amount specified opposite the provision in Column 2 of the Schedule.

### 27 Savings

Any act, matter or thing that, immediately before the repeal of the *Energy and Utilities Administration Regulation 1999*, had effect under that Regulation continues to have effect under this Regulation.

## Energy and Utilities Administration Regulation 2006

Schedule 1 Standards for electrical equipment that requires registration and labelling with an energy efficiency label

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## Schedule 1 Standards for electrical equipment that requires registration and labelling with an energy efficiency label

(Clauses 4 (1), 5 (1), 6 (1), 15 (1), 16 (1) and 17 (1))

### 1 Single phase airconditioners and single phase heat pumps (excluding ducted airconditioners and heat pumps)

The following are the relevant standards for single phase airconditioners and single phase heat pumps (but not ducted airconditioners and heat pumps):

- (a) AS/NZS 3823.1.1:1998, *Performance of electrical appliances—Airconditioners and heat pumps, Part 1.1: Test Methods—Non-ducted airconditioners and heat pumps—Testing and rating for performance*,
- (b) AS/NZS 3823.1.3:2005, *Performance of electrical appliances—Airconditioners and heat pumps, Part 1.3: Water-source heat pumps—Water-to-air and brine-to-air heat pumps—Testing and rating of performance* (ISO 13256-1, Ed. 01 (1998) MOD),
- (c) AS/NZS 3823.2:2005, *Performance of electrical appliances—Airconditioners and heat pumps, Part 2: Energy labelling and minimum energy performance standard (MEPS) requirements*.

### 2 Clothes washing machines

The following are the relevant standards for clothes washing machines:

- (a) AS/NZS 2040.1:1998, *Performance of household electrical appliances—Clothes washing machines, Part 1: Energy consumption and performance*,
- (b) AS/NZS 2040.2:2000, *Performance of household electrical appliances—Clothes washing machines, Part 2: Energy labelling requirements*.

### 3 Dishwashers

The following are the relevant standards for dishwashers:

- (a) AS/NZS 2007.1:2003, *Performance of household electrical appliances—Dishwashers, Part 1: Energy consumption and performance*,
- (b) AS/NZS 2007.2:2003, *Performance of household electrical appliances—Dishwashers, Part 2: Energy labelling requirements*.

Energy and Utilities Administration Regulation 2006

Standards for electrical equipment that requires registration and labelling with an energy efficiency label Schedule 1

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#### **4 Refrigerating appliances**

The following are the relevant standards for refrigerating appliances:

- (a) AS/NZS 4474.1:1997, *Performance of household electrical appliances—Refrigerating appliances, Part 1: Energy consumption and performance*,
- (b) AS/NZS 4474.2:2001, *Performance of household electrical appliances—Refrigerating appliances, Part 2: Energy labelling and minimum energy performance standard requirements*.

#### **5 Rotary clothes dryers**

The following are the relevant standards for rotary clothes dryers:

- (a) AS/NZS 2442.1:1996, *Performance of household electrical appliances—Rotary clothes dryers, Part 1: Energy consumption and performance*,
- (b) AS/NZS 2442.2:2000, *Performance of household electrical appliances—Rotary clothes dryers, Part 2: Energy labelling requirements*.

## Energy and Utilities Administration Regulation 2006

Schedule 2 Standards for electrical equipment that requires registration but not labelling with an energy efficiency label

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## Schedule 2 Standards for electrical equipment that requires registration but not labelling with an energy efficiency label

(Clauses 4 (2), 5 (1), 6 (1), 15 (2) and 18 (1))

### 1 Ducted single phase airconditioners, ducted single phase heat pumps, three phase airconditioners and three phase heat pumps

The following are the relevant standards for ducted single phase airconditioners, ducted single phase heat pumps, three phase airconditioners and three phase heat pumps:

- (a) AS/NZS 3823.1.1:1998, *Performance of electrical appliances—Airconditioners and heat pumps, Part 1.1: Test Methods—Non-ducted airconditioners and heat pumps—Testing and rating for performance*,
- (b) AS/NZS 3823.1.2:2001, *Performance of electrical appliances—Airconditioners and heat pumps, Part 1.2: Test Methods—Ducted airconditioners and air-to-air heat pumps—Testing and rating for performance*,
- (c) AS/NZS 3823.1.3:2005, *Performance of electrical appliances—Airconditioners and heat pumps, Part 1.3: Water-source heat pumps—Water-to-air and brine-to-air heat pumps—Testing and rating of performance (ISO 13256-1, Ed. 01 (1998) MOD)*,
- (d) AS/NZS 3823.2:2005, *Performance of electrical appliances—Airconditioners and heat pumps, Part 2: Energy labelling and minimum energy performance standard (MEPS) requirements*.

### 2 Fluorescent lamp ballasts

The following are the relevant standards for fluorescent lamp ballasts for use with International Lamp Coding System (ILCOS) lamp type FD (type T) lamps:

- (a) AS/NZS 4783.1:2001, *Performance of electrical lighting equipment—Ballasts for fluorescent lamps, Part 1: Method of measurement to determine energy consumption and performance of ballasts lamp circuits*,
- (b) AS/NZS 4783.2:2002, *Performance of electrical lighting equipment—Ballasts for fluorescent lamps, Part 2: Energy labelling and minimum energy performance standards requirements*.

Energy and Utilities Administration Regulation 2006

Standards for electrical equipment that requires registration but not labelling with an energy efficiency label Schedule 2

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### 3 Linear fluorescent lamps

The following are the relevant standards for linear fluorescent lamps:

- (a) AS/NZS 4782.1.2004, *Double-capped fluorescent lamps—Performance specifications, Part 1: General* (IEC 60081:2000, MOD),
- (b) AS/NZS 4782.2.2004, *Double-capped fluorescent lamps—Performance specifications, Part 2: Minimum Energy Performance Standard (MEPS)*.

### 4 Power transformers

The following are the relevant standards for power transformers:

- (a) AS 2735—1984, *Dry-type power transformers*,
- (b) AS 2374.1—1997, *Power transformers, Part 1: General*,
- (c) AS 2374.1.2—2003, *Power transformers, Part 1.2: Minimum Energy Performance Standard (MEPS) requirements for distribution transformers*.

### 5 Refrigerated display cabinets

The following are the relevant standards for refrigerated display cabinets:

- (a) AS 1731.1—2003, *Refrigerated display cabinets, Part 1: Terms and definitions*,
- (b) AS 1731.2—2003, *Refrigerated display cabinets, Part 2: General mechanical and physical requirements*,
- (c) AS 1731.3—2003, *Refrigerated display cabinets, Part 3: Linear dimensions, areas and volumes*,
- (d) AS 1731.4—2003, *Refrigerated display cabinets, Part 4: General test conditions*,
- (e) AS 1731.5—2003, *Refrigerated display cabinets, Part 5: Temperature test*,
- (f) AS 1731.6—2003, *Refrigerated display cabinets, Part 6: Classification according to temperatures*,
- (g) AS 1731.9—2003, *Refrigerated display cabinets, Part 9: Electrical energy consumption test*,
- (h) AS 1731.12—2003, *Refrigerated display cabinets, Part 12: Measurement of the heat extraction rate of the cabinets when the condensing unit is remote from the cabinet*,
- (i) AS 1731.13—2003, *Refrigerated display cabinets, Part 13: Test report*,

## Energy and Utilities Administration Regulation 2006

Schedule 2 Standards for electrical equipment that requires registration but not labelling with an energy efficiency label

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- (j) AS 1731.14—2003, *Refrigerated display cabinets, Part 14: Minimum energy performance standard (MEPS) requirements.*

**6 Rotating electrical machines (three phase)**

The relevant standard for three phase rotating electrical machines is AS/NZS 1359.5:2004, *Rotating electrical machines—General requirements, Part 5: Three-phase cage induction motors—High efficiency and minimum energy performance standards requirements.*

**7 Storage water heaters**

The following are the relevant standards for storage water heaters:

- (a) AS/NZS 4692.1:2005, *Electric water heaters, Part 1: Energy consumption, performance and general requirements,*
- (b) AS/NZS 4692.2:2005, *Electric water heaters, Part 2: Minimum Energy Performance Standard (MEPS) requirements and energy labelling.*

Energy and Utilities Administration Regulation 2006

Penalty notice offences

Schedule 3

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### Schedule 3 Penalty notice offences

(Clause 26)

<b>Column 1</b>	<b>Column 2</b>
<b>Offence</b>	<b>Amount of penalty</b>
<b>Offences under this Regulation</b>	
Clause 5	\$550
Clause 16	\$550
Clause 17	\$550
Clause 18	\$550
Clause 19	\$550
Clause 20	\$550



New South Wales

# Firearms Regulation 2006

under the

Firearms Act 1996

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Firearms Act 1996*.

CARL SCULLY, M.P.,  
Minister for Police

## Explanatory note

The object of this Regulation is to repeal and remake the provisions of the *Firearms (General) Regulation 1997*. The new Regulation is substantially in the same terms as the repealed Regulation, but with some minor modifications and additions, and generally provides for those matters that may, or that are required to be, the subject of regulations under the *Firearms Act 1996*. These matters include the following:

- (a) general provisions relating to firearm licences and permits, including the offences that disqualify persons from getting a licence or permit,
- (b) additional provisions in relation to firearm dealers,
- (c) provisions relating to firearms permits for minors,
- (d) the additional types of permits that may be issued by the Commissioner of Police,
- (e) special provisions relating to armed security guards and firms that employ armed security guards,
- (f) the approval by the Commissioner of shooting ranges and shooting clubs,
- (g) the fees payable in respect of licences, permits and other matters,
- (h) provisions relating to the registration of firearms,
- (i) exemptions from certain provisions of the Act,
- (j) other miscellaneous matters and machinery provisions.



Firearms Regulation 2006

Explanatory note

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This Regulation is made under the *Firearms Act 1996*, including section 88 (the general regulation-making power) and the specific sections of the Act that are referred to in the Regulation.

This Regulation is made in connection with the staged repeal of statutory rules under Part 3 of the *Subordinate Legislation Act 1989*.

## Firearms Regulation 2006

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## Firearms Regulation 2006

under the

Firearms Act 1996

### Part 1 Preliminary (cf 1997 cll 1–4)

#### 1 Name of Regulation

This Regulation is the *Firearms Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Firearms (General) Regulation 1997* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

#### 3 Definitions

(1) In this Regulation:

**approved** means approved by the Commissioner from time to time.

**government agency** means a government department or public authority that holds a licence or permit, or in respect of which a licence or permit is held, authorising the possession of firearms by the department or authority.

**local consent authority**, in relation to premises or a place, means:

- (a) the local council in whose area (within the meaning of the *Local Government Act 1993*) the premises or the place is, or will be, situated, or
- (b) if consent to the carrying out of development on the land concerned is required from a person or body other than the council—that person or body.

**paint-ball gun** means an air gun that is capable of discharging a projectile known as a “paint-ball”.

**security guard** means a person who:

- (a) is employed to carry on a security activity referred to in section 4 (b) of the *Security Industry Act 1997*, and
- (b) is the holder of a class 1A licence under that Act.

**shooting range** includes a moveable shooting range.

Firearms Regulation 2006

Clause 4

Preliminary

Part 1

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*the Act* means the *Firearms Act 1996*.

(2) Notes in the text of this Regulation do not form part of this Regulation.

#### **4 Things declared not to be firearms**

The following are declared not to be firearms for the purposes of the Act:

- (a) an explosive-powered tool within the meaning of Part 9.2 of the *Occupational Health and Safety Regulation 2001*,
- (b) a heavy bench-mounted rifle of an approved kind that is used for experimental purposes,
- (c) a tool designed to be used to split or break rock or concrete by means of the firing of an explosive cartridge, such as the tool known as the “Boulder Buster”,
- (d) an industrial tool designed to be used in the mining and steel industries to remove refractory material (eg slag) from kilns or for other similar purposes, such as the tool known as the “Slag Buster Kiln Gun”,
- (e) a captive bolt gun of the kind designed for use in an abattoir in the humane killing of livestock,
- (f) any piece of artillery manufactured before 1946:
  - (i) that has been rendered permanently inoperable, and
  - (ii) the breech, chamber and barrel of which have been permanently sealed, and
  - (iii) that is on permanent display in a public place for memorial or commemorative purposes,
- (g) cannon and field guns:
  - (i) that have been constructed as pieces of military ordnance, and
  - (ii) that have a calibre of more than 25 millimetres, and
  - (iii) that have been rendered permanently inoperable, and
  - (iv) the breech, chamber and barrel of which have been permanently sealed,
- (h) a firearm designed to be used for life saving or distress signalling purposes (such as line-throwing guns or the “Very” type of firearm),
- (i) a firearm designed to be used in film, television or theatrical productions for the purposes of breaking glass or ceramic articles and that is only capable of firing a projectile over a short range (such as the firearm known as the “Trunion” gun),



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- (j) a firearm designed to be used to train dogs by firing retrievable projectiles (such as the firearm known as the “Turner Richards Dummy Launcher”),
- (k) a tool designed to discharge a nail, spike or other fastener into or through material by means of compressed air or carbon dioxide (such as a nail gun).

Firearms Regulation 2006

Clause 5

Licences and permits—general provisions

Part 2

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## Part 2 Licences and permits—general provisions

### 5 Offences that disqualify applicants (cf 1997 cl 5)

For the purposes of sections 11 (5) (b) and 29 (3) (b) of the Act, the following offences are prescribed offences regardless of whether they are committed in New South Wales:

(a) **Offences relating to firearms or weapons**

An offence relating to the possession or use of a firearm, or any other weapon, committed under:

- (i) the law of any Australian jurisdiction, or
- (ii) the law of any overseas jurisdiction (being an offence that, had it been committed in Australia, would be an offence under the law of an Australian jurisdiction).

(b) **Offences relating to prohibited drugs etc**

An offence in respect of a prohibited plant or prohibited drug within the meaning of the *Drug Misuse and Trafficking Act 1985*, or a prescribed restricted substance within the meaning of the *Poisons and Therapeutic Goods Regulation 2002*, in respect of which the maximum penalty imposed is imprisonment for 6 months or more, or a penalty of \$2,200 or more, or both, committed under:

- (i) the law of any Australian jurisdiction, or
- (ii) the law of any overseas jurisdiction (being an offence that, had it been committed in Australia, would be an offence under the law of an Australian jurisdiction).

(c) **Offences involving violence**

An offence committed under the law of any Australian or overseas jurisdiction, being:

- (i) an offence involving the infliction of actual bodily harm upon a person in respect of which the penalty imposed was imprisonment for 28 days or more, or a penalty of \$200 or more, or both, or
- (ii) an offence involving kidnapping or abduction, or
- (iii) an offence involving stalking or intimidation, or
- (iv) an offence of attempting to commit, threatening to commit or conspiring to commit an offence referred to in subparagraphs (i)–(iii).

Clause 5	Firearms Regulation 2006
Part 2	Licences and permits—general provisions

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(d) **Offences of a sexual nature**

An offence of a sexual nature, being:

- (i) an offence under Division 10 of Part 3 of the *Crimes Act 1900*, or
- (ii) an offence under section 38, 111, 112 or 113 of the *Crimes Act 1900* that has been committed with intent to commit an offence referred to in subparagraph (i), or
- (iii) an offence under Division 15 of Part 3 of the *Crimes Act 1900*, or
- (iv) an offence under section 11G of the *Summary Offences Act 1988*, or
- (v) an offence committed elsewhere than in New South Wales that, if committed in New South Wales, would be an offence referred to in subparagraphs (i)–(iv), or
- (vi) any other offence that, at the time it was committed, would have been an offence referred to in subparagraphs (i)–(iv), or
- (vii) an offence of attempting to commit, threatening to commit or conspiring to commit an offence referred to in subparagraphs (i)–(vi).

(e) **Offences involving fraud, dishonesty or stealing**

An offence under the law of any Australian or overseas jurisdiction involving fraud, dishonesty or stealing, being an offence in respect of which the penalty imposed was imprisonment for 3 months or more.

(f) **Offences involving robbery**

An offence under the law of any Australian or overseas jurisdiction involving robbery (whether armed or otherwise).

(g) **Offences relating to terrorism**

An offence relating to terrorism, being:

- (i) an offence under Part 6B of the *Crimes Act 1900* or against Part 5.3 of the Criminal Code set out in the Schedule to the *Criminal Code Act 1995* of the Commonwealth, or
- (ii) an offence committed elsewhere than in New South Wales that, if committed in New South Wales, would be an offence referred to in subparagraph (i).

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Licences and permits—general provisions

Part 2

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**6 Restriction on authority conferred by category H licence** (cf 1997 cl 5A)

- (1) The genuine reason of business or employment does not, in relation to a category H licence or an application for such a licence, include business or employment that constitutes any other genuine reason.

**Note.** Section 16 of the Act provides that a category H licence must not be issued unless the genuine reason established by the applicant is sport/target shooting, business or employment or firearms collection. The genuine reasons specified in section 12 of the Act are each mutually exclusive.

- (2) Accordingly, a category H licence issued to a person who has established business or employment as the genuine reason for being issued with the licence does not authorise the possession or use of a registered pistol for a purpose that is a genuine reason other than business or employment.

**Note.** For example, the licensee is not authorised to use the pistol for the purposes of:

- (a) hunting (including the control or suppression of vermin or pest animals) or fishing, or
- (b) farming or grazing activities (including the destruction of diseased or injured animals).

**7 Licence applications** (cf 1997 cl 6)

For the purposes of section 10 (1) of the Act, the manner of making an application for a licence is by sending or lodging the application in the approved form to or at the Firearms Registry of NSW Police or such other place as may be approved.

**8 Term of licence** (cf 1997 cl 6A)

- (1) In making an application for a category A, B, C, D or H licence (other than a category D licence referred to in section 21 (2) of the Act or a probationary pistol licence) or for a firearms collector licence that is part of a composite licence as referred to in clause 99 (3), the applicant may apply for a licence that will be in force for a period of 2 years only.
- (2) For the purposes of section 21 (1) of the Act, the period of 2 years is prescribed in relation to any such licence.

**9 Certification of requirements relating to safe keeping of firearms**  
(cf 1997 cl 7)**(1) Certification in licence application**

The Commissioner may refuse to issue a licence unless the applicant has certified in the licence application that the applicant is aware of, and understands, the requirements of the Act and this Regulation in relation to the safe keeping of firearms to which the licence applies.

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Part 2	Licences and permits—general provisions

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(2) **Certification in application for permit to acquire firearm**

The Commissioner may refuse to issue a permit to acquire a firearm unless the applicant has certified in the permit application that the applicant is able to comply with the requirements of the Act and this Regulation in relation to the safe keeping of the firearm.

**10 Fingerprinting of applicants to confirm identity in particular cases**

(cf 1997 cl 8)

- (1) The Commissioner may:
- (a) require an applicant for a licence or permit to consent to having his or her fingerprints taken by a police officer in order to confirm the applicant's identity, and
  - (b) refuse to issue the applicant with a licence or permit unless the applicant has been fingerprinted in accordance with any such requirement.
- (2) A requirement under subclause (1) may only be made if:
- (a) there is a reasonable doubt as to the applicant's identity, and
  - (b) proof of the applicant's identity cannot be confirmed by any other means that are available in the circumstances.
- (3) The Commissioner is to ensure that any fingerprints that are obtained in accordance with a requirement under subclause (1), and any copies of them, are destroyed as soon as they are no longer needed in connection with the application to which they relate.
- (4) As soon as practicable after any fingerprints (or any copies of them) are destroyed in accordance with subclause (3), the Commissioner is to notify the applicant in writing that those fingerprints (and those copies, if any) have been destroyed.

**11 Additional grounds for refusal of permit** (cf 1997 cl 9)

- (1) The Commissioner may refuse to issue a permit unless the applicant has completed such firearms training and safety courses as the Commissioner considers to be appropriate in respect of the permit concerned.
- (2) The Commissioner must refuse to issue a permit authorising the possession or use of a firearm if the Commissioner is satisfied that the applicant intends to possess or use the firearm for personal protection (or for the protection of any other person) or the protection of property.

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Licences and permits—general provisions

Part 2

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- (3) Without limiting the operation of subclause (2), the Commissioner must refuse to issue a permit authorising the possession or use of a registered pistol if the Commissioner is satisfied that the applicant intends to possess or use the pistol for the purposes of:
- (a) hunting (including the control or suppression of vermin or pest animals) or fishing, or
  - (b) farming or grazing activities (including the destruction of diseased or injured animals).
- (4) However, subclause (3) does not apply in relation to an applicant if the Commissioner is satisfied, on production of such evidence as the Commissioner may require, that the applicant has a medical condition or disability that prevents the applicant from using a rifle or shotgun for the purposes referred to in that subclause.

**12 Lost, stolen or destroyed licence or permit** (cf 1997 cl 10)

A person to whom a licence or permit has been issued must, within 14 days after becoming aware that the licence or permit has been lost, stolen, destroyed, defaced or mutilated, notify the Commissioner in writing of that occurrence.

Maximum penalty: 20 penalty units.

**13 Application for duplicate licence or permit** (cf 1997 cl 11)

- (1) The Commissioner may, on being satisfied that a licence or permit has been lost, stolen, destroyed, defaced or mutilated, and after payment of the fee specified in clause 99 (1) (o), issue a duplicate licence or permit.
- (2) An application for a duplicate licence or permit is to be made by sending or lodging the approved form for the application to or at the Firearms Registry of NSW Police or such other place as may be approved.

**14 Requirement to notify Commissioner if reason for possessing firearm ceases** (cf 1997 cl 12)

- (1) If a licensee's genuine reason for possessing or using a firearm under the authority of a licence can no longer be established by the licensee, the licensee must, within 14 days of ceasing to have that genuine reason, notify the Commissioner in writing of that fact.  
Maximum penalty: 50 penalty units.
- (2) If a permit holder's legitimate reason for possessing or using a firearm to which the permit relates can no longer be established by the holder, the permit holder must, within 14 days of ceasing to have that reason, notify the Commissioner in writing of that fact.  
Maximum penalty: 50 penalty units.

Clause 15	Firearms Regulation 2006
Part 2	Licences and permits—general provisions

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- (3) A reference in subclause (2) to a permit holder's legitimate reason for possessing or using a firearm includes a reference to the circumstances in respect of which the holder possesses or uses the firearm under the authority of the permit.
- (4) A person does not commit an offence under this clause if the person demonstrates that he or she did not know, or could not reasonably be expected to have known, that the genuine reason, or legitimate reason, established by the person for possessing or using a firearm under the authority of the licence or permit had ceased to exist.

**15 Requirement to notify change of particulars other than address**  
(cf 1997 cl 13)

- (1) The holder of a licence or permit must, if there is any change in a particular (eg the name of the holder) stated in the licence or permit:
  - (a) notify the Commissioner in writing of the change within 14 days after the change occurs, and
  - (b) if a replacement licence or permit is issued to the holder—surrender the original licence or permit at the police station nearest to the usual place of residence of the holder within 14 days after receiving the replacement licence or permit.

Maximum penalty: 20 penalty units.

- (2) This clause does not apply to a change in a licensee's or permit holder's place of residence.

**Note.** Section 69 of the *Firearms Act 1996* already requires the holder of a licence or permit to provide particulars of his or her change of address.

**16 Requirement to notify Commissioner of address where firearms are kept**  
(cf 1997 cl 14)

- (1) The holder of a licence or permit must, within 14 days of acquiring any firearm, notify the Commissioner in writing of:
  - (a) the address of the premises on which the firearm is to be kept when not actually being used, and
  - (b) the particulars of the arrangements that have been made by the licence or permit holder for complying with the requirements of the Act and this Regulation concerning the safe keeping and storage of the firearm on those premises.

Maximum penalty: 50 penalty units.

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Part 2

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- (2) If there is any change in the address of the premises on which the holder of a licence or permit keeps any firearm, the holder of the licence or permit must, within 14 days after the change occurs, notify the Commissioner in writing of:
- (a) the address of the new premises on which the firearm is to be kept, and
  - (b) the particulars of the arrangements that have been made by the licence or permit holder for complying with the requirements of the Act and this Regulation concerning the safe keeping and storage of the firearm on those premises.
- Maximum penalty: 50 penalty units.
- (3) Subclause (2) does not affect any requirement under section 69 of the Act to notify the Commissioner of a change of address in relation to a place of residence.

**17 Renewal of licence or permit** (cf 1997 cl 15)

A licence or permit may be renewed by making an application, in accordance with the Act and this Regulation, for a new licence or permit (referred to in this Regulation as a *subsequent* licence or permit).

**18 Pending application for subsequent licence or permit** (cf 1997 cl 16)

- (1) If:
- (a) a person applies for a subsequent licence or permit before the term of the person's current licence or permit expires (referred to in this clause as the *old licence or permit*), and
  - (b) the application has not been dealt with by the time the old licence or permit expires,
- the authority conferred by the old licence or permit continues until such time as the person is notified of the issue of, or refusal of, the subsequent licence or permit.
- (2) If the applicant fails to collect the subsequent licence or permit in accordance with the approved arrangements within 60 days (or such longer period as may be approved in any particular case) of being notified of its issue:
- (a) the subsequent licence or permit is taken to have been surrendered by the applicant, and
  - (b) any authority conferred by the old licence or permit ceases to have effect.



Clause 19	Firearms Regulation 2006
Part 2	Licences and permits—general provisions

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**19 Revocation of licence—additional reasons** (cf 1997 cl 17)

The Commissioner may revoke a licence if the Commissioner is satisfied that it is not in the public interest for the licensee to continue to hold the licence.

**20 Revocation of permit—additional reasons** (cf 1997 cl 18)

- (1) In accordance with section 30 (4) (b) of the Act, a permit may be revoked if the Commissioner considers that it is not in the public interest for the person to whom the permit is issued to continue to hold it.
- (2) The Commissioner must revoke a permit if the Commissioner is satisfied that the person to whom the permit is issued no longer has a legitimate reason for possessing or using the firearm (or the ammunition) to which the permit relates.

**21 Application for permit** (cf 1997 cl 19)

- (1) For the purposes of section 30 (1) of the Act, the manner of making an application for a permit is by sending or lodging the application in the approved form to or at the Firearms Registry of NSW Police or such other place as may be approved.
- (2) Without limiting clause 10, the Commissioner may refuse to issue a permit unless the applicant provides proof of his or her identity to the satisfaction of the Commissioner.

**22 Photographs on permits** (cf 1997 cl 20)

- (1) A permit must, if the Commissioner so determines in the case of any particular permit or class of permit, contain a recent photograph of the person to whom it is issued.
- (2) The photograph is to be obtained in accordance with arrangements determined by the Commissioner.

**23 Term of permit** (cf 1997 cl 21)

Except in the case of a minor's firearms permit, a permit continues in force, unless it is sooner surrendered or revoked or otherwise ceases to be in force, from the date on which it is issued for a period of 5 years, or such shorter period as may be specified under the Act or this Regulation (or as may be determined by the Commissioner) for the permit.

**24 Conditions of permit** (cf 1997 cl 22)

- (1) A permit is subject:
  - (a) to such conditions as the Commissioner thinks fit to impose and as are specified in the permit, and

Firearms Regulation 2006

Clause 25

Licences and permits—general provisions

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- (b) to such conditions as may be specified in this Regulation in relation to the permit.
  - (2) Without limiting the conditions to which a permit may be subject, a permit may be subject to such conditions concerning the safe storage of the firearm to which the permit relates as may be determined by the Commissioner.
  - (3) All permits are subject to the condition that they cannot be transferred to another person.

**25 Recognition of interstate licences—additional purposes** (cf 1997 cl 23)

- (1) For the purposes of section 26 (1) of the Act, an interstate resident who is the holder of the equivalent of a category A or category B licence is authorised to possess and use a firearm of the relevant kind without the authority of a licence under the Act, but for the following purposes only:
  - (a) recreational hunting/vermin control,
  - (b) vertebrate pest animal control,
  - (c) practising in connection with an approved shooting competition referred to in section 26 (1) of the Act,
  - (d) taking fish for sale in accordance with the *Fisheries Management Act 1994*.
- (2) For the purposes of section 26 (1) of the Act, an interstate resident who is the holder of the equivalent of a category H licence is authorised to possess and use a firearm of the relevant kind without the authority of a licence under the Act, but for the purpose only of practising in connection with an approved shooting competition referred to in section 26 (1) of the Act.
- (3) For the purposes of section 26 (1) of the Act, an interstate resident who is the holder of the equivalent of a category A, category B or category H licence is authorised to possess, but not use, a firearm of the relevant kind without the authority of a licence under the Act, but only so as to authorise possession of the firearm:
  - (a) after buying it from a licensed firearms dealer in New South Wales, or
  - (b) while travelling through New South Wales, or
  - (c) while taking it to a licensed firearms dealer in New South Wales for the purposes of selling the firearm or having it repaired or serviced.

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Part 2	Licences and permits—general provisions

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- (4) For the purposes of section 26 (1) of the Act, an interstate resident who:
- (a) is licensed, under the law of the other State or Territory in which he or she resides, to carry on security activities referred to in section 4 (b) of the *Security Industry Act 1997*, and
  - (b) is authorised to possess and use a pistol or shotgun under the law of that other State or Territory for the purposes of business or employment,
- is authorised to possess and use the pistol or shotgun in New South Wales but only while carrying on those security activities.
- (5) For the purposes of this clause, a firearm is *of the relevant kind* if it is one to which the corresponding category A, category B or category H licence applies.

## **26 Licences or permits held by government agencies and their employees**

(cf 1997 cl 24)

- (1) If a licence or permit is held by a government agency authorising the agency to possess firearms, and persons who are authorised by separate licences or permits to possess or use firearms for business or employment purposes are employed in or by the agency, the agency (or its chief executive officer) must:
- (a) except as provided by this clause, keep in safe storage all firearms authorised to be possessed by those employees when they are not on duty, and
  - (b) in addition to the requirements set out in Part 4 of the Act, ensure that any firearm required to be kept in safe storage is secured in such a manner as would reasonably prevent its removal otherwise than by an authorised employee, and
  - (c) must not allow any firearm in the agency's possession (including any firearms that have been acquired by the agency) to be possessed or used by an employee who is not authorised to possess or use the firearm by a licence or permit issued to the employee, and
  - (d) must notify the Commissioner in writing within 7 days if any employee (unless employed on a casual basis) who is the holder of a licence or permit authorising possession or use of a firearm ceases to be employed in or by the agency, and
  - (e) ensure that each firearm in respect of which each employee holds a licence or permit is inspected once every 3 months by some competent person to ascertain its working condition, and

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Licences and permits—general provisions

Part 2

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- (f) must cause each such firearm to be serviced at least once a year by an appropriately qualified person.

Maximum penalty: 50 penalty units.

- (2) A person who is employed in or by a government agency must, at the end of any period of duty, return any firearm in the employee's possession to his or her employer's store of firearms unless the person is authorised to retain possession of the firearm in accordance with subclause (4).

Maximum penalty: 50 penalty units.

- (3) A person does not commit an offence under subclause (2) if:
- (a) the person has not been on duty at his or her ordinary place of work, and
  - (b) it was not reasonably practicable, for reasons of distance or public safety, to return the firearm to the employer's store of firearms, and
  - (c) it was not reasonably practicable in the circumstances for an authorisation under subclause (4) to be obtained (eg because the person was required to travel unexpectedly in connection with the person's employment).
- (4) The Commissioner may authorise in writing any person who is employed in or by a government agency to retain possession of a firearm that the employee is authorised to possess between periods of duty as an employee.
- (5) The Commissioner must not authorise possession of a firearm between periods of duty unless the Commissioner is satisfied that:
- (a) it is not practicable in the circumstances for the employee to return the firearm to the employer's store of firearms, and
  - (b) the firearm will, as far as is reasonably practicable in the circumstances, be stored in accordance with the requirements of Part 4 of the Act.
- (6) An employee's authorisation to retain possession of a firearm between periods of duty is subject to the following requirements:
- (a) the firearm may only be carried by the employee:
    - (i) when travelling directly to or from work or in the course of a work-related journey, or
    - (ii) in accordance with approved arrangements that have been made by the government agency concerned,
  - (b) the firearm must be stored:
    - (i) at the employee's place of residence, or

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- (ii) in accordance with approved arrangements that have been made by the government agency concerned,
  - (c) the employee must, as far as is reasonably practicable in the circumstances, comply with the requirements of Part 4 of the Act,
  - (d) the employee must permit a police officer to inspect, at any reasonable time, the arrangements for the safe-keeping of the firearm.
- (7) An authorisation under this clause remains in force for such time as is specified in the authorisation unless it is sooner revoked by the Commissioner.
- (8) The Commissioner may revoke any such authorisation if the Commissioner is satisfied that:
  - (a) the requirements of subclause (6) have not been complied with, or
  - (b) it is in the public interest to do so.
- (9) In addition to the firearms safety training courses required in connection with an application for a licence or permit, any person who is employed in or by a government agency and who is authorised to possess or use a firearm for business or employment purposes must undertake, at such times as may be determined by the Commissioner, such continuing firearms safety training courses as may be approved.  
Maximum penalty: 20 penalty units.
- (10) The government agency that employs such a person (or in which the person is employed) must:
  - (a) ensure that subclause (9) is complied with by any such employee, and
  - (b) report to the Commissioner when those persons have completed the required training.
 Maximum penalty: 20 penalty units.
- (11) Clause 76 applies, in the same way as that clause applies to security guards, to any person:
  - (a) who is employed in or by a government agency, and
  - (b) who is authorised to possess or use a pistol for business or employment purposes,
 while the person is carrying the pistol.
- (12) Clause 81 applies to a government agency in the same way as that clause applies to a person who employs security guards.

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### Part 3 Licences—additional provisions

#### 27 Sport/target shooting (cf 1997 cl 25)

- (1) A licence that is issued for the genuine reason of sport/target shooting is subject to the condition that the licensee must, as a current member of an approved shooting club, comply with clause 96 (1) (a) or (b).
- (2) Subclause (1) does not limit the conditions to which any such licence may be subject.

#### 28 Recreational hunting/vermin control—persons who are not members of approved hunting clubs (cf 1997 cl 26)

- (1) If an applicant for a licence (not being a member of an approved hunting club) proposes to establish recreational hunting/vermin control as a genuine reason for being issued with the licence and, in order to do so, is required to produce proof of the permission to shoot on rural land, the applicant must produce with the application:
  - (a) the permission in writing, or
  - (b) a statutory declaration verifying that the permission has been given,as evidence that the permission has been given.
- (2) During the term of a licence issued to an applicant referred to in this clause, the licensee may lawfully possess or use a firearm (as authorised by the licence) on land other than the land specified in respect of the application if:
  - (a) the licensee has been given the written permission of the owner or occupier of that other land (or of an officer of the agency concerned) to shoot on that other land, or
  - (b) the licensee has been given permission, as verified by statutory declaration, by that owner, occupier or agency to shoot on that other land.
- (3) Any permission to shoot on rural land (including any statutory declaration verifying that any such permission has been given) must describe the land to which the permission relates and the type of game to be shot.
- (4) If a licensee has been given permission to shoot on rural land, the licensee must, on demand made at any time by a police officer or an authorised officer for that land:
  - (a) produce the permission for inspection by the police officer or authorised officer, or

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Part 3	Licences—additional provisions

- (b) if it is not in the licensee's immediate possession—produce the permission, as soon as practicable (but not more than 48 hours) after the demand is made, to the officer who made the demand or to another police officer or authorised officer nominated by the officer who made the demand.

Maximum penalty (subclause (4)): 20 penalty units.

- (5) A person commits an offence under subclause (4) only if the police officer or authorised officer, when making the demand, explains to the person that failure to comply with the demand is an offence.
- (6) In this clause:  
*authorised officer*, in relation to rural land on which permission has been given to shoot, means an officer of the relevant agency (as referred to in the genuine reason of recreational hunting/vermin control) that has the care, control or management of the land.

**29 Recreational hunting/vermin control—persons who are members of approved hunting clubs** (cf 1997 cl 27)

- (1) A licence that is issued for the genuine reason of recreational hunting/vermin control to a member of an approved hunting club is subject to the condition that the licensee must, as a current member of the approved hunting club concerned, comply with clause 96 (1) (c).
- (2) Subclause (1) does not limit the conditions to which any such licence may be subject.

**30 Members of approved hunting clubs—restriction on authority conferred by licence** (cf 1997 cl 28)

- (1) If a licensee who is a member of an approved hunting club has established recreational hunting/vermin control as a genuine reason for being issued with the licence, the licence authorises the member to use a firearm:
- (a) to participate in shooting activities conducted by the approved hunting club, but only on the land for which:
- (i) the club has been given the written permission of the owner or occupier (or of an officer of an agency referred to in the genuine reason of recreational hunting/vermin control) to shoot the game described in the permission, or
- (ii) the club has been given permission, as verified by statutory declaration, by such owner, occupier or agency to shoot the game described in the statutory declaration, or

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- (b) to participate in shooting activities other than those approved by the approved hunting club, but only on the land for which:
- (i) the licensee has been given the written permission of the owner or occupier (or of an officer of an agency referred to in the genuine reason of recreational hunting/vermin control) to shoot the game described in the permission, or
  - (ii) the licensee has been given permission, as verified by statutory declaration, by such owner, occupier or agency to shoot the game described in the statutory declaration.
- (2) If an approved hunting club has been given permission under subclause (1) (a) for its members to shoot on rural land, the member of the club who is for the time being responsible for the shooting activities conducted by the club on that land must, on demand made at any time by a police officer or authorised officer for that land, produce the permission, as soon as practicable (but not more than 48 hours) after the demand is made, to the officer who made the demand or to another police officer or authorised officer nominated by the officer.  
Maximum penalty: 20 penalty units.
- (3) If a licensee has been given permission under subclause (1) (b) to shoot on rural land, the licensee must, on demand made at any time by a police officer or authorised officer for that land:
- (a) produce the permission for inspection by the police officer or authorised officer, or
  - (b) if it is not in the licensee's immediate possession—produce the permission, as soon as practicable (but not more than 48 hours) after the demand is made, to the officer who made the demand or to another police officer or authorised officer nominated by the officer.
- Maximum penalty: 20 penalty units.
- (4) A person commits an offence under subclause (2) or (3) only if the police officer or authorised officer, when making the demand, explains to the person that failure to comply with the demand is an offence.
- (5) In this clause:
- authorised officer**, in relation to rural land on which permission has been given to shoot, means an officer of the relevant agency (as referred to in the genuine reason of recreational hunting/vermin control) that has the care, control or management of the land.



Clause 31	Firearms Regulation 2006
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### **31 Practising at approved ranges**

- (1) The authority conferred by a licence issued for the genuine reason of recreational hunting/vermin control, primary production, vertebrate pest animal control or animal welfare extends to the use of a firearm by the licensee at an approved shooting range, on such occasions as may reasonably be required, for the purposes of:
  - (a) sighting in the firearm, which includes the sight alignment or tuning of the firearm, familiarisation with or testing of ammunition and practising on targets, or
  - (b) in the case of a shotgun—patterning the shotgun, which includes the adjusting or aligning of the shotgun, familiarisation with or testing of ammunition and practising on stationary or moving clay targets.
- (2) Nothing in this clause authorises:
  - (a) the holder of a licence referred to in this clause to participate in competitions or activities conducted by a shooting club that require the use of a firearm (except those activities referred to in subclause (1)), or
  - (b) the use of a shooting range otherwise than in accordance with the approval of the shooting range, including any conditions subject to which the approval was granted.
- (3) It is a condition of the approval of a shooting range under Part 8 that the holder of a shooting range approval:
  - (a) is to ensure that any person using the shooting range under this clause is supervised while doing so by a person appointed by the holder of the approval, and
  - (b) is to cause the following information to be recorded:
    - (i) the particulars of the licence of the person,
    - (ii) the category and calibre of the firearm being used, and
  - (c) is to make any such records available for inspection by a police officer or the Commissioner.
- (4) Subclause (3) extends to an approval in force as at the commencement of this clause.

### **32 Vertebrate pest animal control—prescribed government agencies** (cf 1997 cl 29)

The following government agencies are prescribed for the purposes of the genuine reason of vertebrate pest animal control:

- (a) the Department of Primary Industries,
- (b) the Department of Environment and Conservation,

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- (c) a rural lands protection board,
  - (d) the Wild Dog Destruction Board.

**33 Category C licence issued for clay target shooting purposes—required number of competitions** (cf 1997 cl 30)

For the purposes of section 17A (6) of the Act, the prescribed number of clay target shooting competitions is 4.

**34 Firearms collections** (cf 1997 cl 31)

- (1) In accordance with section 8 (3) of the Act, the only type of licence that authorises a person to possess a firearm in respect of which the genuine reason of firearms collection has been established is a firearms collector licence.
- (2) Without limiting the conditions to which a firearms collector licence may be subject, any such licence is subject to the condition that the licensee must, as a current member of an approved collectors' society or collectors' club, comply with clause 96 (1) (d).
- (3) In accordance with section 20 (a) of the Act, a firearms collector licence is subject to the condition that any prohibited firearm (being a rifle to which a category D licence applies) that is part of the collection must be rendered permanently incapable of being fired in the following manner:
  - (a) a bore diameter mild steel rod must be inserted into the barrel of the firearm extending for the full length of the barrel,
  - (b) the steel rod must be fully welded to:
    - (i) the muzzle and finished flush, and
    - (ii) the chamber of the firearm (if applicable),
  - (c) the barrel must be welded to the receiver to prevent the barrel from being removed,
  - (d) the firing pin must be removed and the firing pin hole welded closed,
  - (e) any internal springs or components that can be removed without detracting from the external appearance of the firearm must be removed,
  - (f) any trigger of the firearm must be welded in a fixed position to prevent the trigger from working,
  - (g) the internal components of the firearm must (if possible) be welded to prevent the firearm from working,
  - (h) any bolts and external hammers must be welded in a fixed position,

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Part 3	Licences—additional provisions

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- (i) any other mechanism or action in respect of the firearm must be welded in a closed position to prevent the firearm from working.
- (4) In accordance with section 20 (a) of the Act, a firearms collector licence is subject to the condition that any prohibited firearm (being a shotgun to which a category D licence applies) that is part of the collection must be rendered permanently incapable of being fired in the following manner:
  - (a) a bore diameter mild steel rod must be inserted into the barrel of the firearm for a distance of 5 cm,
  - (b) the steel rod must be welded flush to the muzzle,
  - (c) a 5 cm long steel plug must be inserted into the chamber and fully welded flush,
  - (d) the barrel must be welded to the receiver to prevent the barrel from being removed.
- (5) Despite subclauses (3) and (4), any such prohibited firearm may be rendered permanently incapable of being fired by being sectioned (that is, by milling away the external parts of the firearm to expose its internal mechanisms) in an approved manner.
- (6) For the purposes of subclauses (3) and (4), and in addition to the requirements of those subclauses:
  - (a) any welding required to be done must:
    - (i) be substantial and, wherever practicable, not be done by way of spot welding, and
    - (ii) be done by way of gas metal arc, gas tungsten arc, manual arc electrode or gas fusion with steel wire, and
  - (b) if a firearm has a component of a non-ferrous composition that cannot be satisfactorily welded but is required to be welded, that component may be glued and pinned to prevent it from working, and
  - (c) the barrel of a firearm that is constructed of material unsuitable for welding may be plugged with a mild steel rod and welded by gas brazing or a similar method, and
  - (d) any nipple of a firearm must be welded so that it is blocked.
- (7) For the purposes of section 20 (e) of the Act, the following standards are prescribed for the storage of firearms in a firearms collection:
  - (a) any ammunition for any firearm (whether or not forming part of the collection) must not be kept in the area or room in which the firearms are stored, unless the ammunition is stored in a separate locked container,

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- (b) the area or room in which the firearms are stored must be part of a permanent building with secure locks on all entrances,
  - (c) the area or room must have solid walls that provide a substantial barrier to forced entry,
  - (d) any window in the area or room must be covered by a security screen,
  - (e) doors leading into the area or room must be made of solid material or be reinforced by steel,
  - (f) each such door must be fitted with a “dead latch” type lock, or be fitted with a hasp/barrel bolt and padlock,
  - (g) door hinges must be concealed or the hinge pins must be welded to prevent them from being punched out,
  - (h) if the firearms are to be displayed outside of their locked containers at any time, the licence holder must be physically present in the area or room at that time.
- (8) The standards set out in subclause (7) are in addition to the requirements of Part 4 of the Act.

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Part 4	Firearms dealers—special provisions

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## Part 4 Firearms dealers—special provisions

### 35 Change of premises (cf 1997 cl 32)

- (1) The holder of a firearms dealer licence may apply to the Commissioner to change the premises to which the licence relates.
- (2) Any such application is to be made in the approved form and be accompanied by the fee specified in clause 99 (1) (r) for inspecting the new premises.
- (3) After taking into account the same relevant matters as would have to be considered in assessing an application for a firearms dealer licence, the Commissioner may approve or refuse the application.
- (4) A refusal may be made on any of the grounds on which an application for a firearms dealer licence may be refused.
- (5) If the application is approved, the Commissioner is to impose a new condition on the licence changing the premises at which the business is to be carried on.

### 36 Recording of transactions (cf 1997 cl 33)

For the purposes of section 45 (1) (b) of the Act, each record required to be made and kept by a licensed firearms dealer under that section is to be sent to the Commissioner within 7 days of the record being made. A record can be sent by electronic means.

### 37 Additional restrictions in relation to issuing firearms dealer licences (cf 1997 cl 34)

- (1) A firearms dealer licence that authorises a firearms dealer to carry on business at specified premises must not be issued unless the Commissioner is satisfied that:
  - (a) the applicant is carrying on or proposes to carry on the business of a firearms dealer at those premises, and
  - (b) those premises are suitable for carrying on the business of a firearms dealer.
- (2) In considering whether or not premises are suitable for such purposes, the Commissioner is to have regard to the following:
  - (a) the nature of the activities proposed to be conducted on the premises,
  - (b) the kinds of firearms to which the licence relates,
  - (c) whether adequate provision has been made for the safe keeping of firearms by means of a safe or strongroom or otherwise,
  - (d) the security of the premises against unauthorised entry,

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- (e) in the case of a licence that authorises the testing of firearms on the premises—whether an efficient bullet recovery box or bullet stop is provided on the premises.

**38 Storage of ammunition**

A licensed firearms dealer must ensure that any ammunition for any firearm that the dealer is authorised to possess under the licence is stored in a restricted area that is not easily accessible by the public.

Maximum penalty: 50 penalty units.

**39 Requirement to check stock on arrival**

A licensed firearms dealer must, if the dealer has ordered a supply of firearms to be sent to the dealer:

- (a) check whether all of the firearms have been delivered to the dealer, and
- (b) if any firearms are missing from the delivery—notify the Commissioner within 24 hours of the delivery.

Maximum penalty: 50 penalty units.

**40 Inspection of certain firearms** (cf 1997 cl 35)

- (1) The Commissioner may require a licensed firearms dealer to make all firearms that are in the possession of the dealer available for inspection, at any reasonable time, by a police officer at the premises to which the licence relates.

- (2) A licensed firearms dealer must:

- (a) comply with any such requirement, and
- (b) pay the fee specified in clause 99 (1) (r) for the inspection.

Maximum penalty: 50 penalty units.

**41 Advertising by licensed firearms dealers** (cf 1997 cl 36)

A licensed firearms dealer must, in any advertisement relating to the business of the firearms dealer that is displayed by or on behalf of the dealer, state or display the number of the firearms dealer's licence.

Maximum penalty: 50 penalty units.

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Part 4	Firearms dealers—special provisions

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**42 Notice of unidentified firearms or spare barrels** (cf 1997 cl 37)

A licensed firearms dealer who acquires possession of a firearm, or a spare barrel that is capable of taking and discharging ammunition for that firearm, that is not numbered (or is not numbered clearly) must notify the Commissioner in writing of the possession of the firearm or spare barrel within 7 days of acquiring it.

Maximum penalty: 50 penalty units.

**43 Authority conferred by firearms dealer licence extends to certain employees** (cf 1997 cl 38)

- (1) The authority conferred by a firearms dealer licence extends to an employee of the licensed firearms dealer despite the employee being under the age of 18 years, but only if:
  - (a) the employee would otherwise be eligible to be issued with a licence, and
  - (b) the employee has, in accordance with section 8 of the Act, been authorised in writing by the Commissioner to do the things that the licensed firearms dealer is authorised to do under the licence.
- (2) If the premises of a licensed firearms dealer are situated within 50 kilometres of another State or Territory, the authority conferred by the licence extends to a person who is a resident of that other State or Territory and who is employed by the dealer to work at those premises, but only if the person would otherwise be eligible to be issued with a licence.

**44 Offences that prevent persons from being involved in firearms dealing business**

For the purposes of section 44A (3) (b) of the Act, the following offences are prescribed offences regardless of whether they are committed in New South Wales:

(a) **Offences relating to firearms or weapons**

An offence relating to the possession or use of a firearm, or any other weapon, committed under:

- (i) the law of any Australian jurisdiction, or
- (ii) the law of any overseas jurisdiction (being an offence that, had it been committed in Australia, would be an offence under the law of an Australian jurisdiction).

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Part 4

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(b) **Offences relating to prohibited drugs etc**

An offence in respect of a prohibited plant or prohibited drug within the meaning of the *Drug Misuse and Trafficking Act 1985*, or a prescribed restricted substance within the meaning of the *Poisons and Therapeutic Goods Regulation 2002*, in respect of which the maximum penalty imposed is imprisonment for 6 months or more, or a penalty of \$2,200 or more, or both, committed under:

- (i) the law of any Australian jurisdiction, or
- (ii) the law of any overseas jurisdiction (being an offence that, had it been committed in Australia, would be an offence under the law of an Australian jurisdiction).

(c) **Offences involving violence**

An offence committed under the law of any Australian or overseas jurisdiction, being:

- (i) an offence involving the infliction of actual bodily harm upon a person in respect of which the penalty imposed was imprisonment for 28 days or more, or a penalty of \$200 or more, or both, or
- (ii) an offence involving kidnapping or abduction, or
- (iii) an offence involving stalking or intimidation, or
- (iv) an offence of attempting to commit, threatening to commit or conspiring to commit an offence referred to in subparagraphs (i)–(iii).

(d) **Offences of a sexual nature**

An offence of a sexual nature, being:

- (i) an offence under Division 10 of Part 3 of the *Crimes Act 1900*, or
- (ii) an offence under section 38, 111, 112 or 113 of the *Crimes Act 1900* that has been committed with intent to commit an offence referred to in subparagraph (i), or
- (iii) an offence under Division 15 of Part 3 of the *Crimes Act 1900*, or
- (iv) an offence under section 11G of the *Summary Offences Act 1988*, or
- (v) an offence committed elsewhere than in New South Wales that, if committed in New South Wales, would be an offence referred to in subparagraphs (i)–(iv), or
- (vi) any other offence that, at the time it was committed, would have been an offence referred to in subparagraphs (i)–(iv), or



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Part 4	Firearms dealers—special provisions

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- (vii) an offence of attempting to commit, threatening to commit or conspiring to commit an offence referred to in subparagraphs (i)–(vi).
- (e) **Offences involving fraud, dishonesty or stealing**  
An offence under the law of any Australian or overseas jurisdiction involving fraud, dishonesty or stealing, being an offence in respect of which the penalty imposed was imprisonment for 3 months or more.
- (f) **Offences involving robbery**  
An offence under the law of any Australian or overseas jurisdiction involving robbery (whether armed or otherwise).
- (g) **Offences relating to terrorism**  
An offence relating to terrorism, being:
  - (i) an offence under Part 6B of the *Crimes Act 1900* or against Part 5.3 of the Criminal Code set out in the Schedule to the *Criminal Code Act 1995* of the Commonwealth, or
  - (ii) an offence committed elsewhere than in New South Wales that, if committed in New South Wales, would be an offence referred to in subparagraph (i).

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Clause 45

Minor's firearms permits—special provisions

Part 5

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## Part 5 Minor's firearms permits—special provisions

### 45 Minor's firearms permit—minimum age (cf 1997 cl 39)

For the purposes of section 32 (2) (a) of the Act, the age of 12 years is prescribed as the minimum age for the holder of a minor's firearms permit.

### 46 Minor's firearms permit—continuation of authority past 18th birthday (cf 1997 cl 40)

For the purposes of section 32 (8) of the Act, the period of 3 months is prescribed.

### 47 Recognition of interstate minor's firearms permits (cf 1997 cl 42)

- (1) This clause applies to any person who:
  - (a) is of or above the age of 12 years (but is under the age of 18 years), and
  - (b) is a resident of another State or Territory, and
  - (c) is the holder of the equivalent of a minor's firearms permit issued under the law in force in that other State or Territory.
- (2) A person to whom this clause applies is authorised to possess and use a firearm without the authority of a minor's firearms permit under the Act, but only for the purposes of:
  - (a) competing in an approved event, or
  - (b) receiving safe instruction in the use of the firearm.
- (3) A person to whom this clause applies is not authorised to use a firearm unless the person is under the direct supervision of another person who is authorised to use that firearm.

### 48 Exemption relating to probationary pistol licences (cf 1997 cl 42A)

Section 16A of the Act does not apply in relation to a person who:

- (a) has applied for a category H (sport/target shooting) licence, and
- (b) is the holder of a minor's target pistol permit (as referred to in section 32 (4) of the Act) at the time of applying for the licence, and
- (c) has held the permit for a period of at least 12 months.

Clause 49	Firearms Regulation 2006
Part 6	Additional types of permits

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## Part 6 Additional types of permits

### 49 Permit to purchase non-prohibited firearm on leaving Australia (cf 1997 cl 43)

- (1) The Commissioner may, on application by a person who is about to leave Australia, issue a permit authorising the person to purchase a firearm (other than a prohibited firearm).
- (2) The Commissioner must not issue a permit under this clause unless satisfied that the applicant is about to leave Australia.
- (3) A permit under this clause:
  - (a) authorises the holder of the permit to purchase and possess, but not use, the firearm (other than a prohibited firearm) to which the permit relates, and
  - (b) remains in force, unless sooner surrendered or revoked, until the expiration of 7 days from the date of its issue or the purchase of the firearm to which the permit relates, whichever first occurs.

### 50 Permit authorising possession of firearm as heirloom (cf 1997 cl 44)

- (1) The Commissioner may, on application by a person who has acquired a firearm as an heirloom, issue a permit authorising the person to possess the firearm.
- (2) The Commissioner must not issue a permit under this clause unless the Commissioner is satisfied that the firearm:
  - (a) was inherited by the applicant within the period of 6 months before the application for the permit was made or such other period as may be approved in any particular case, and
  - (b) has been rendered permanently inoperable.
- (3) A permit under this clause authorises the holder of the permit to possess, but not use, the firearm to which it relates.
- (4) A permit under this clause does not authorise the purchase of any ammunition.
- (5) The authority conferred by a permit under this clause applies only to a single firearm or to a matched pair of firearms.
- (6) The Commissioner must not issue a permit under this clause to a person who is already the holder of such a permit.

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Clause 51

Additional types of permits

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**51 Firearms museum permit** (cf 1997 cl 45)

- (1) The Commissioner may, on application by a person on behalf of a public museum containing a collection of firearms, issue a permit authorising the possession of those firearms by any person who is employed in, or who is otherwise engaged in the operation of, the public museum.
- (2) A permit under this clause authorises any such person to possess the firearms to which the permit applies, but only while on the premises of the public museum or for purposes reasonably connected with the operation of the public museum.
- (3) The Commissioner must not issue a permit under this clause unless the applicant can demonstrate that the collection of firearms contained in the public museum has a genuine commemorative, historical, thematic or financial value.
- (4) A permit under this clause is subject to the following conditions:
  - (a) that any firearm that is part of the collection must (unless the Commissioner approves of special arrangements that permit the technology or functioning of the firearm to be demonstrated when it is on display) be rendered temporarily inoperable:
    - (i) by removing the bolt or firing mechanism and keeping it separate from the firearm in a locked container that is of an approved type, or
    - (ii) by using a trigger lock of an approved type,
  - (b) that the person in charge of the public museum concerned must, in accordance with such arrangements as are agreed on by the person and the Commissioner, permit inspection by a police officer (or such other person as may be approved) of the museum, the firearms in the collection and the facilities for the storing and safe keeping of those firearms,
  - (c) such conditions as may be imposed by the Commissioner concerning the security of the public museum and the storage of the firearms in the collection.
- (5) Any special arrangements approved under subclause (4) (a) do not operate so as to allow the actual firing of the firearm concerned.
- (6) In this clause:

**public museum** means a non-profit making institution that:

  - (a) has a written constitution that states the museum's charter, goals and policies, and
  - (b) has a stated acquisition policy, and

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 Part 6          Additional types of permits

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- (c) acquires, conserves and exhibits objects of scientific or historical interest for the purposes of study, education and public enjoyment, and
- (d) is sufficiently financed to enable the conduct and development of the museum, and
- (e) has adequate premises to fulfil its basic functions of collection, research, storage, conservation, education and display, and
- (f) is regularly open to the public.

**52 Permit for firearms used in film, television or theatrical production**  
 (cf 1997 cl 46)

- (1) The Commissioner may, on application by a person on behalf of a film, television or theatrical production that will involve firearms, issue the person with a permit in connection with the production.
- (2) A permit issued under this clause authorises the permit holder to possess and use the firearms to which the permit relates, but only in connection with the production concerned.
- (3) The authority conferred by a permit issued under this clause also authorises any other person directly involved in the production who:
  - (a) has been nominated by the permit holder, and
  - (b) is eligible to be issued with a permit, and
  - (c) is authorised in writing by the Commissioner,
 to possess and use a firearm to which the permit relates for the purposes of the production concerned, but only while under the direct supervision of the permit holder.
- (4) The Commissioner must not issue a permit under this clause unless the Commissioner is satisfied that:
  - (a) the production concerned requires the possession or use of the firearms for which the permit is sought, and
  - (b) the applicant has adequate training in relation to the security and safe handling of the firearms, and
  - (c) the applicant's main duty in connection with the production concerned is that of controlling, and being responsible for the security and safe handling of, the firearms, and
  - (d) adequate security will be maintained over the firearms at all times, and
  - (e) the permit holder will supervise all handling of the firearms by those persons authorised under subclause (3).

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- (5) Any firearm to which a permit under this clause relates:
- (a) must be maintained in a safe condition, and
  - (b) must be certified, by the holder of a theatrical armourer's permit who is proficient in firearms modification, as being a firearm the chamber of which has been modified to allow blank cartridges designed only for that particular firearm.
- (6) A permit under this clause is subject to the condition that only blank cartridges may be used with any firearm to which the permit relates.
- (7) The permit holder must:
- (a) keep in the approved form a register in which particulars of the following matters are kept:
    - (i) the types, and registration numbers, of firearms authorised under the permit,
    - (ii) the name of each person authorised to possess and use any such firearm, and the periods for which each such person had possession or use of the firearm,
    - (iii) the periods for which any firearm was removed from safe storage, and
  - (b) ensure that the register is kept in a place of safe keeping (not being a place in which any firearms are kept), and
  - (c) ensure that each entry that is made in the register is maintained for not less than 3 years after it is made, and
  - (d) if requested to do so by a police officer at any time, immediately produce the register to the officer and allow the officer to inspect, and make copies of any entry contained in, the register.

Maximum penalty: 50 penalty units.

**Note.** A producer intending to involve firearms in a production may either:

- (a) appoint a person to control, and be responsible for the security and safe handling of, the firearms concerned (which person must then obtain a permit under this clause), or
- (b) employ the holder of a theatrical armourer's permit to instruct and supervise the actors and other persons associated with the production in the possession and use of the firearms concerned.

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**53 Theatrical armourer's permit** (cf 1997 cl 47)

- (1) The Commissioner may, on application by a person who carries on, or proposes to carry on, business as a theatrical armourer, issue a permit authorising the person (and any authorised employee of the person) to possess, manufacture, buy, sell, transfer, supply and use firearms (and blank cartridge for those firearms) for the purposes of film, television or theatrical productions. Any such permit is referred to as a *theatrical armourer's permit*.
- (2) A theatrical armourer's permit also:
  - (a) authorises the holder of the permit (and any authorised employee of the holder) to instruct and supervise actors and other persons involved in a film, television or theatrical production in the possession and use of firearms for the purposes of the production, and
  - (b) authorises the actors and other persons involved in the production to possess and use the firearms, but only while under the supervision and control of the holder of the permit (or of any authorised employee of the holder).
- (3) A theatrical armourer's permit is subject to the following conditions:
  - (a) any firearm to which the permit relates must be maintained in a safe working condition,
  - (b) the holder of the permit must comply with any requirements (as determined by the Commissioner) in relation to the safe keeping of the firearms to which the permit relates,
  - (c) the holder of the permit must ensure that any employee who is authorised by the permit to possess or use a firearm to which the permit relates is properly trained in the safe handling of firearms and is suitably qualified to carry out the functions of a theatrical armourer.
- (4) The permit holder must, while acting under the authority conferred by subclause (2):
  - (a) keep in the approved form a register in which particulars of the following matters are kept:
    - (i) the types, and registration numbers, of firearms authorised under the permit,
    - (ii) the name of each person authorised to possess and use any such firearm, and the periods for which each such person had possession or use of the firearm,
    - (iii) the periods for which any firearm was removed from safe storage, and

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- (b) ensure that the register is kept in a place of safe keeping (not being a place in which any firearms are kept), and
  - (c) ensure that each entry that is made in the register is maintained for not less than 3 years after it is made, and
  - (d) if requested to do so by a police officer at any time, immediately produce the register to the officer and allow the officer to inspect, and make copies of any entry contained in, the register.

Maximum penalty: 50 penalty units.

- (5) In this clause, *authorised employee* means a person who:
  - (a) is an employee of the theatrical armourer concerned, and
  - (b) is eligible to be issued with a permit, and
  - (c) is authorised in writing by the Commissioner.

**54 International (temporary) visitors permits—competitions** (cf 1997 cl 48)

- (1) The Commissioner may, on application by or on behalf of a person:
  - (a) who is not a resident of Australia, and
  - (b) who is visiting, or who is intending to visit, New South Wales for the purpose of competing in a competition involving firearms,
 issue a permit authorising the person to possess and use a firearm for that purpose.
- (2) A permit under this clause may be issued to a person before the person arrives in New South Wales.
- (3) In addition to the requirements of clause 21, an application for a permit under this clause must contain the following details:
  - (a) the applicant's name, date of birth and home address in the country in which the applicant ordinarily resides,
  - (b) the applicant's passport number, country of issue and date of expiry,
  - (c) the number of the applicant's visa (if any) and date of expiry,
  - (d) the number of the applicant's firearms licence (if any), its country of issue and date of expiry,
  - (e) if the applicant is not the holder of a firearms licence—a certificate signed by a competent authority in the applicant's country of residence to the effect that the applicant is lawfully entitled to possess, carry and use in that country the type of firearm for which the permit is sought,
  - (f) the make, model, calibre, action and serial number of the firearm for which the permit is sought,



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- (g) if the applicant intends to import more than one firearm into Australia—details of the special need for the additional firearm,
  - (h) the dates and locations of the competitions in Australia in which the permit holder intends to participate,
  - (i) the intended period of the applicant's stay in Australia.
- (4) A permit under this clause cannot authorise the possession or use of any prohibited firearm (other than a paint-ball gun, or a self-loading or pump action shotgun used in clay target shooting competitions).
  - (5) A permit under this clause authorises the holder of the permit to possess and use the firearm to which it relates only for the purposes of competing in the competition and for related purposes that are connected with the competition.
  - (6) A permit under this clause continues in force (unless it is sooner surrendered or revoked) from the date on which it is issued for a period of 3 months.

**55 International visitors—exemption for those holding international (temporary) visitors permits issued interstate** (cf 1997 cl 48A)

A person referred to in clause 54 (1) who is the holder of a permit issued and in force under the law in force in another State or a Territory, being a permit of the kind referred to in clause 54, is exempt from the requirement under the Act to hold a licence or permit authorising possession or use of the firearm to which the permit relates, but only for the purpose of:

- (a) competing in New South Wales in a competition involving that firearm, or
- (b) related purposes that are connected with that competition.

**56 Permit for tranquilliser firearms** (cf 1997 cl 49)

- (1) The Commissioner may, on application by a person, issue a permit authorising the person (and any other person specified in the permit who would be eligible to be issued with a permit) to possess or use the tranquilliser firearm to which the permit relates. Any such permit is referred to as a *tranquilliser permit*.
- (2) The Commissioner must not issue a tranquilliser firearm permit unless the Commissioner is satisfied that the possession or use of the tranquilliser firearm to which the permit relates is a necessary part of the occupation of the person or persons who will be authorised to possess or use it.

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- (3) A tranquilliser firearm permit authorises the holder of the permit (or such other person specified in the permit) to possess and use the tranquilliser firearm only in the normal course of the person's occupation or for the purposes of undertaking an approved training course in relation to the use of that firearm.
- (4) In this clause:  
*tranquilliser firearm* means a firearm designed for use in tranquillising, immobilising or administering vaccines or other medicines to animals.

**57 Permit to conduct paint-ball games** (cf 1997 cl 50)

- (1) The Commissioner may, on application by a person, issue a permit authorising the holder of the permit:
- (a) to conduct organised activities involving the use of paint-ball guns, and
  - (b) to possess paint-ball guns for the purposes of enabling other persons to participate in those activities.
- (2) The Commissioner must not issue any such permit (referred to as a *paint-ball game permit*) unless the Commissioner is satisfied:
- (a) that the conduct of those activities on the premises specified in the application has been approved by local consent authority, and
  - (b) those activities will be conducted with proper regard to the preservation of public safety.
- (3) A paint-ball game permit is subject to the following conditions:
- (a) such conditions as may be imposed by the Commissioner concerning the safe keeping of paint-ball guns,
  - (b) that the holder of the permit must permit the inspection at any time of the premises specified in the permit by a police officer (or such other person as may be approved).
- (4) The holder of a paint-ball game permit is authorised to conduct activities involving the use of paint-ball guns, and to possess paint-ball guns, but only on the premises specified in the permit.
- (5) A person (other than the holder of a paint-ball game permit) who possesses or uses a paint-ball gun on the premises specified in a permit under this clause is not required to hold a licence or permit authorising the possession or use of the paint-ball gun.
- (6) The exemption provided by subclause (5) only applies while the person is in possession of, or while the person is using, the paint-ball gun on the premises specified in a paint-ball game permit.

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- (7) A paint-ball game permit is subject to the condition that the holder of the permit must not allow a person to use a paint-ball gun (other than a paint-ball gun provided by the holder) on the premises specified in the permit unless the holder of the permit has seen the person's paint-ball gun permit.

**58 Permit authorising possession of paint-ball guns** (cf 1997 cl 51)

- (1) The Commissioner may, on application by a person, issue a permit (referred to as a *paint-ball gun permit*) authorising the person to possess a paint-ball gun otherwise than on premises specified in a paint-ball game permit.
- (2) A paint-ball gun permit authorises the holder of the permit to possess a paint-ball gun, but does not authorise the use of a paint-ball gun except on premises specified in a paint-ball game permit.
- (3) A paint-ball gun permit is subject to such conditions as may be specified in the permit with respect to the safe keeping and storage of a paint-ball gun to which the permit relates.
- (4) A person who is a resident of another State or Territory and is the holder of the equivalent of a paint-ball gun permit issued under the law in force in that other State or Territory is exempt from the requirement of the Act to be authorised by a permit to possess a paint-ball gun otherwise than on premises specified in a paint-ball game permit. However, nothing in this subclause authorises any such person to use a paint-ball gun otherwise than on premises specified in a paint-ball game permit.

**59 Permit to operate safari tours involving firearms** (cf 1997 cl 52)

- (1) The Commissioner may, on application by a person, issue a permit (referred to as a *safari tour permit*) authorising the person:
- (a) to conduct organised safari tours that involve firearms to which a category A or category B licence applies, and
  - (b) to possess and use those firearms for the purposes of any such organised safari tour.
- (2) A safari tour permit does not authorise the possession or use of any firearm other than firearms to which a category A or category B licence applies.
- (3) A safari tour permit is subject to the condition that the permit holder must obtain the permission of the owner of any land on which hunting activities are proposed to be carried out under the authority of the permit before those activities are carried out.

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**60 Permit authorising overseas persons to participate in organised safari tours or other hunting activities** (cf 1997 cl 53)

- (1) The Commissioner may, on application by or on behalf of a person:
  - (a) who is not a resident of Australia, and
  - (b) who is visiting, or who is intending to visit, New South Wales for the purpose of participating:
    - (i) in a specified organised safari tour conducted by the holder of a safari tour permit, or
    - (ii) in hunting activities organised by an approved hunting club,issue a permit authorising the person to possess and use a firearm to which a category A or category B licence applies for that purpose.
- (2) A permit under this clause may be issued to a person before the person arrives in New South Wales.
- (3) An application for a permit under this clause must demonstrate, to the Commissioner's satisfaction, that the person to whom the application relates is authorised, under the law of the country in which the person ordinarily resides, to possess and use firearms to which a category A or category B licence applies.
- (4) A permit under this clause authorises the holder of the permit to possess and use firearms to which a category A or category B licence applies, but only in connection with:
  - (a) the organised safari tour specified in the permit, or
  - (b) the organised hunting activities of the approved hunting club concerned.

**61 Permit for non-prohibited firearms used in historical re-enactments** (cf 1997 cl 54)

- (1) The Commissioner may, on application by a person who is the secretary (or other relevant office holder if there is no secretary) of a historical re-enactment organisation, issue a permit authorising the organisation to organise and conduct historical re-enactment events involving firearms. Any such permit is referred to in this clause as a *historical re-enactment organiser's permit*.
- (2) The Commissioner may, on application by a person who is the holder of a licence, issue a permit (referred to as a *historical re-enactment participant's permit*) authorising the person to use any firearm:
  - (a) that is not a prohibited firearm, and

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- (b) that the person is authorised to possess or use under a licence, for the purposes of participating in any historical re-enactment event conducted under the authority of a historical re-enactment organiser's permit.
- (3) The secretary (or other relevant office holder if there is no secretary) of a historical re-enactment organisation must, in relation to an application for a historical re-enactment organiser's permit, provide the Commissioner with the following information:
- (a) the location of the event,
  - (b) the licensees who will be participating in the event,
  - (c) the firearms that are to be present at the event,
  - (d) the security measures that will be put in place at the event.
- (4) The secretary (or other relevant office holder if there is no secretary) of a historical re-enactment organisation holding a re-enactment organiser's permit must notify the police officer in charge of a police station that is nearest to the place at which the relevant historical re-enactment event is to take place about the event not more than 7 days before the event takes place.
- (5) A permit under this clause does not authorise the use of ammunition with any firearm to which the permit relates. However, blank cartridges may be used with any such firearm to which the permit relates if the historical re-enactment event to which the permit relates is being carried out:
- (a) in front of an invited viewing audience, or
  - (b) at a place away from public view and hearing.
- (6) A permit under this clause may be issued in relation to historical re-enactment events held on one or more days or held on a periodic basis.
- (7) A person who:
- (a) is a resident of another State or Territory, and
  - (b) is the holder of the equivalent of a historical re-enactment participant's permit under the law in force in that other State or Territory, and
  - (c) is the holder of a licence under the law in force in that other State or Territory authorising the possession and use of a firearm that is the equivalent of a licence issued under the Act,
- is exempt from the requirement of the Act to be authorised by a permit to participate in a historical re-enactment event conducted under the authority of a historical re-enactment organiser's permit.

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**62 Permit for certain cannon** (cf 1997 cl 54A)

- (1) The Commissioner may, on application by a person, issue a permit authorising the person to possess and use a muzzle-loading black powder cannon.
- (2) The Commissioner is not to issue a permit under this clause unless the Commissioner is satisfied that the applicant for the permit is a member of a historical society or club whose purpose includes the preservation and demonstration of historical weapons.
- (3) A permit under this clause authorises the holder of the permit to possess and use, on behalf of the historical society or club concerned, a muzzle-loading black powder cannon but only for the purposes of preserving and displaying it and of demonstrating its use.
- (4) A permit under this clause is subject to such conditions as may be specified in the permit with respect to the use and safekeeping of the cannon to which the permit relates.

**63 Permit for powerheads** (cf 1997 cl 55)

- (1) The Commissioner may, on application by a person, issue a permit authorising the person to possess and use a powerhead for the purposes of underwater spear fishing.
- (2) A permit under this clause authorises the holder of the permit to possess and use a powerhead but only for the purposes of underwater spear fishing.
- (3) In this clause:  
*powerhead* means a device that:
  - (a) is capable of propelling a projectile by means of an explosive, and
  - (b) is designed to be attached to the end of a spear gun for use in underwater spear fishing.

**64 Permit for starting pistols** (cf 1997 cl 56)

- (1) The Commissioner may, on application by a person, issue a permit authorising the person to possess and use a starting pistol for the purposes of any sporting or other approved event.
- (2) A permit under this clause authorises the holder to possess and use a starting pistol for the purposes of any sporting or other event specified in the permit.
- (3) In this clause:  
*starting pistol* means a pistol that uses blank cartridges only.

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**65 Permits relating to arms fairs** (cf 1997 cl 57)

- (1) The Commissioner may, on application by a licensed firearms dealer or a licensed club official, issue a permit authorising the firearms dealer or official to conduct an arms fair on the premises specified in the permit. Any such permit is referred to in this clause as an *arms fair permit*.
- (2) The Commissioner may, on application by a licensed firearms dealer, or by a person who is the holder of a firearms collector licence or an ammunition collector permit, issue a permit (referred to as an *arms fair participant's permit*) authorising the applicant to participate in an arms fair that is the subject of an arms fair permit and that is specified in the participant's permit.
- (3) The Commissioner must not issue an arms fair permit unless the Commissioner is satisfied that the premises are suitable to be used for an arms fair. In considering whether or not premises are suitable for an arms fair, the Commissioner is to have regard to the following:
  - (a) the nature of the activities proposed to be conducted on the premises,
  - (b) the kinds of firearms and other articles involved,
  - (c) whether adequate provision has been made for the safe keeping of firearms by means of a safe or strongroom or otherwise,
  - (d) the security of the premises against unauthorised entry.
- (4) It is a condition of an arms fair permit that the holder of the permit must ensure that all firearms or other articles on display at the arms fair are kept and displayed in a safe and secure manner.
- (5) It is a condition of an arms fair participant's permit that the holder of the permit must take all reasonable precautions to ensure the safe keeping of any firearm, ammunition or other article that is being displayed by the holder at the arms fair.
- (6) An arms fair participant's permit that is issued to a licensed firearms dealer authorises the dealer to sell firearms or firearm parts but only in accordance with the Act and the authority conferred by the dealer's licence.
- (7) However, an arms fair participant's permit that is issued to a person who is the holder of a firearms collector licence or an ammunition collector permit does not authorise the person to sell any firearm or firearm part otherwise than in accordance with the Act.
 

**Note.** Firearms or firearm parts may be sold in accordance with sections 51 and 51BA of the Act.
- (8) A permit under this clause is to specify the time when the authority conferred by the permit commences and the time when it ends.

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- (9) An arms fair permit also authorises the holder to participate in the arms fair in accordance with the authority conferred by the permit holder's firearms dealer licence.
- (10) In this clause:  
*arms fair* means an event involving the temporary display of firearms for the purposes of sale or exhibition and to which the general public has access.  
*licensed club official* means a person:
- (a) who is a licence holder, and
  - (b) who is the secretary, or other relevant office holder if there is no secretary, of a club (within the meaning of Part 9).

#### 66 Permits relating to open days

- (1) The Commissioner may, on application by a person who is a club or range official, issue a permit that authorises a club (within the meaning of Part 9) or shooting range to conduct an open day at the club or range involving the possessing and use of firearms by persons who do not hold licences (*open day participants*). Any such permit is referred to in this clause as an *open day permit*.
- (2) An open day permit authorises an open day participant to possess or use a firearm at the open day to which the permit relates, but only under the supervision of persons holding licences authorising the possession and use of such a firearm.
- (3) It is a condition of an open day permit that the club or range official must ensure that open day participants, when using any firearm at the relevant open day, are supervised by a person holding a licence authorising the possession and use of any such firearm.
- (4) It is a condition of an open day permit that the club or range official must keep a register of each open day participant's name, address, date of birth and photo identification.
- (5) It is a condition of an open day permit that the club or range official must arrange for each open day participant to complete and sign a form containing the following questions:
  - (a) Have you, in New South Wales or elsewhere:
    - (i) been refused or prohibited from holding a firearms licence or permit or had a firearms licence or permit suspended, cancelled or revoked?
    - (ii) been the subject of a firearms prohibition order?



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- (iii) within the last 10 years, been convicted of an offence involving firearms, weapons, prohibited drugs, robbery, violence or terrorism?
- (iv) within the last 10 years, been convicted of an offence of a sexual nature?
- (v) within the last 10 years, been the subject of a family law or domestic violence order or an apprehended violence order (other than an order that was revoked)?
- (b) Are you currently, in New South Wales or elsewhere:
  - (i) subject to a good behaviour bond?
  - (ii) subject to an interim apprehended violence order?
  - (iii) suffering from any mental illness or other disorder that may prevent you from using a firearm safely?
- (6) It is a condition of an open day permit that the club or range official must prevent a person from participating in an open day to which the permit applies if the person has answered “Yes” to any of the questions set out in subclause (5).
- (7) It is a condition of an open day permit that the club or range official must provide to the Firearms Registry of NSW Police, the details held in the register under subclause (4) and copies of the completed and signed forms under subclause (5) within 21 days of the open day concerned.
- (8) In this clause:
 

***club or range official*** means a person who is:

  - (a) in the case of a club (within the meaning of Part 9)—the secretary, or other relevant office holder if there is no secretary, of the club, or
  - (b) in the case of a shooting range—the holder of the approval of the range under Part 8.

#### **67 Permits relating to scientific purposes**

- (1) The Commissioner may, on application by a person, issue a permit that authorises the person to possess and use a firearm to which the permit relates for the purposes of conducting legitimate scientific research. Any such permit is referred to in this clause as a ***scientific purposes permit***.
- (2) The authority conferred by a scientific purposes permit also authorises any person who:
  - (a) is employed to assist the permit holder in the scientific research in respect of which the permit is sought, and

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- (b) is specified in the permit, and
  - (c) is eligible to be issued with a permit, to use and possess a firearm to which the permit relates for the purpose of assisting in the conduct of the scientific research concerned.
- (3) The Commissioner must not issue a scientific purposes permit unless the Commissioner is satisfied that:
- (a) the scientific research in respect of which the permit is sought is legitimate scientific research, and
  - (b) any firearm for which the permit is sought is necessary in the conduct of that research.
- (4) For the purposes of this clause:  
*legitimate scientific research* does not include research about firearms.  
**Note.** Under section 8 of the Act, firearms dealers are authorised to test firearms, including the carrying out of developmental work or research into the manufacture of a firearm.

**68 RSL display permit** (cf 1997 cl 58)

- (1) The Commissioner may, on application by the secretary or other relevant office holder of:
  - (a) the RSL, or
  - (b) any club or association that is an affiliated member of the RSL, issue a permit (referred to as an *RSL display permit*) authorising the RSL, club or association to possess and display, on the premises or other location specified in the permit, a firearm or firearms of a kind that has or have been used as a weapon of war.
- (2) An RSL display permit is subject to the following conditions:
  - (a) any prohibited firearm subject to the permit must be rendered permanently inoperable in the same manner as a prohibited firearm that is subject to a firearms collector licence,
  - (b) any other firearm subject to the permit must be rendered temporarily inoperable by removing the bolt or firing mechanism and keeping it separate from the firearm in a locked container of an approved type, or by using a trigger lock of an approved type,
  - (c) all firearms subject to the permit must be displayed subject to such conditions concerning the security of the firearms as may be imposed by the Commissioner.
- (3) In this clause:  
*RSL* means the Returned and Services League of Australia (New South Wales Branch).

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**69 Ammunition collection permit** (cf 1997 cl 59)

- (1) The Commissioner may, on application by a person, issue a permit authorising the person to buy or possess ammunition for the purpose of an ammunition collection.
- (2) A permit under this clause authorises the holder to buy and possess ammunition for the purpose of an ammunition collection only.
- (3) A permit under this clause is subject to the following conditions:
  - (a) any ammunition forming part of the collection must be rendered inert (other than any sporting or military ammunition of *UN Hazard Classification Code 1.4.S* up to 20 mm calibre),
  - (b) the ammunition must not contain high explosive, smoke, chemical or lachrymatory properties or agents,
  - (c) the ammunition must be safely stored in accordance with such directions as may be approved.

**70 Permit for large calibre pistols used in specialised shooting competitions** (cf 1997 cl 59A)

- (1) This clause applies to any pistol with a calibre of more than .38 inch (but not more than .45 inch) but that is not otherwise a prohibited pistol.
- (2) The Commissioner may, on application by a person who is the holder of a category H (sport/target shooting) licence (other than a probationary pistol licence), issue a permit authorising the person to possess and use a pistol to which this clause applies for the purposes only of participating in a specialised shooting competition.
- (3) The Commissioner must not issue a permit to a person under this clause unless the pistol shooting club in respect of which the person's genuine reason for having the category H (sport/target shooting) licence has been established has certified to the Commissioner that the pistol to which the permit relates is required by the person to participate in a specialised shooting competition.
- (4) In accordance with section 30 (3) of the Act, a permit under this clause:
  - (a) is subject to such conditions as the Commissioner thinks fit to impose, and
  - (b) remains in force for such period as the Commissioner determines at the time the permit is issued (unless it is sooner surrendered or revoked or otherwise ceases to be in force).

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- (5) In this clause:  
*specialised shooting competition* means a shooting competition involving any one of the following type of events:
- (a) metallic silhouette,
  - (b) single action shooting.

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Part 7	Security guards—special provisions

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## Part 7 Security guards—special provisions

### 71 Definitions (cf 1997 cl 60A)

In this Part:

*armed security guard* has the same meaning as in the *Security Industry Act 1997*.

*security firm* means the holder of a master licence under the *Security Industry Act 1997*:

- (a) who is licensed under this Act to possess firearms for the genuine reason of business or employment, or
- (b) who employs armed security guards.

### 72 Restrictions on authority conferred by licence issued to security guard (cf 1997 cl 60)

A licence issued to a security guard:

- (a) does not authorise the possession of more than one firearm at any one time, and
- (b) does not authorise the possession or use of a prohibited pistol or a shotgun (other than a shotgun to which a category A licence applies).

### 73 Special requirements in relation to ammunition and firearms (cf 1997 cl 61)

- (1) An armed security guard must not possess any ammunition other than the ammunition recommended by the manufacturer of the firearm as appropriate for the firearm and containing the manufacturer's recommended explosive material load.
- (2) An armed security guard or security firm must comply with the following requirements in relation to the ammunition issued by the firm or used by the security guard (other than in relation to ammunition used for training):
  - (a) all ammunition must be of a type that consists of the following components:
    - (i) a metal cartridge case,
    - (ii) metal primer,
    - (iii) propellant powder,
    - (iv) a projectile of metal construction,
  - (b) any bonded covering (or jacketing) on the projectile must be bare or consist of some form of uncoated metal,

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- (c) any such component (other than propellant powder) must, once it is discharged in, or is extracted, ejected or propelled from, a firearm be capable of readily displaying or exhibiting identifiable and individual characteristics that satisfy any approved forensic requirements,
  - (d) ammunition must not be re-loaded for any purpose.
- (3) An armed security guard or security firm must comply with the following requirements in relation to the firearms issued by the firm or used by the security guard:
- (a) any such firearm must be of a type that has the following internal components and parts (where applicable):
    - (i) a firing pin,
    - (ii) a bolt or breech face,
    - (iii) an extractor,
    - (iv) an ejector,
    - (v) a chamber,
    - (vi) a barrel displaying lands and grooves (except in the case of a shotgun barrel),
    - (vii) in the case a self-loading pistol—a slide,
  - (b) any such component or part must have readily identifiable and individual characteristics that satisfy any approved forensic requirements.

Maximum penalty: 50 penalty units.

**74 Special conditions on licence issued to armed security guard**

(cf 1997 cl 61A)

- (1) It is a condition of a licence issued to an armed security guard for the genuine reason of business or employment that the licensee must not:
  - (a) apply for a permit to acquire a firearm for the reason of carrying on activities as a security guard, or
  - (b) possess or use, in the licensee's capacity as an armed security guard, any firearm acquired by the licensee for any other reason.
- (2) Nothing in subclause (1) prohibits an armed security guard from acquiring, possessing or using a firearm under the authority conferred by any other licence or permit held by that person.

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Part 7	Security guards—special provisions

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**75 Special requirements for safe keeping of firearms by security firms**  
(cf 1997 cl 61B)

- (1) For the purposes of section 41 (1) (d) of the Act the requirements specified in subclauses (2)–(5) are prescribed in relation to the safe storage of firearms by a security firm.
- (2) If the security firm is authorised to possess one, but not more than one, firearm, the following requirements apply:
  - (a) the firearm must, while not being carried or used by a person authorised to possess or use the firearm, be:
    - (i) stored in a safe of an approved type, and
    - (ii) fitted with a trigger or barrel lock that prevents the firearm from being discharged, and
    - (iii) secured individually on, or in, a locked device within the safe,
  - (b) the safe must be fitted with an alarm of an approved type that is monitored off-site,
  - (c) the premises on which the firearm is stored must have an intruder alarm and duress facilities that are monitored off-site and are of an approved type.
- (3) If the security firm is authorised to possess more than one, but not more than 5, firearms, the following requirements apply:
  - (a) each firearm must, while not being carried or used by a person authorised to possess or use the firearm, be:
    - (i) stored in a safe of an approved type weighing at least 150kg, and
    - (ii) fitted with a trigger or barrel lock that prevents the firearm from being discharged, and
    - (iii) secured individually on, or in, a locked device within the safe,
  - (b) the safe must be:
    - (i) secured in an approved manner to or within a brick or concrete floor or wall, and
    - (ii) fitted with an alarm of an approved type that is monitored off-site and is separate from the alarm required under paragraph (c) (i), and
    - (iii) locked at all times except when distributing a firearm,
  - (c) the premises on which the firearms are stored must:
    - (i) have an intruder alarm and duress facilities that are monitored off-site and are of an approved type, and

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- (ii) not be residential premises.
- (4) If the security firm is authorised to possess more than 5, but not more than 15, firearms, the following requirements apply:
- (a) each firearm must, while not being carried or used by a person authorised to possess or use the firearm, be:
    - (i) stored in a safe of an approved type weighing at least 500kg, and
    - (ii) fitted with a trigger or barrel lock that prevents the firearm from being discharged, and
    - (iii) secured individually on, or in, a locked device within the safe,
  - (b) the safe must be:
    - (i) secured in an approved manner to or within a brick or concrete floor or wall, and
    - (ii) fitted with an alarm of an approved type that is monitored off-site and is separate from the alarm required under paragraph (c) (i), and
    - (iii) locked at all times except when distributing a firearm, and
    - (iv) fitted with 15 minute time delay locks,
  - (c) the premises on which the firearms are stored must:
    - (i) have an intruder alarm and duress facilities that are monitored off-site and are of an approved type, and
    - (ii) not be residential premises.
- (5) If the security firm is authorised to possess more than 15 firearms, the following requirements apply:
- (a) each firearm must, while not being carried or used by a person authorised to possess or use the firearm, be:
    - (i) stored in a safe of an approved type or within a vault or control room of an approved type, and
    - (ii) fitted with a trigger or barrel lock that prevents the firearm from being discharged, and
    - (iii) secured individually on, or in, a locked device within the safe or vault or control room,
  - (b) any such safe must be:
    - (i) secured in an approved manner to or within a brick or concrete floor or wall, and
    - (ii) fitted with an alarm of an approved type that is monitored off-site and is separate from the alarm required under paragraph (c) (i), and



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- (iii) locked at all times except when distributing a firearm,
  - (c) the premises on which the firearms are stored must:
    - (i) have an intruder alarm and duress facilities that are monitored off-site and are of an approved type, and
    - (ii) be of an approved type, and
    - (iii) be equipped with 24-hour video surveillance of an approved type, and
    - (iv) not be residential premises.
  - (6) For the purposes of this clause, *residential premises* includes any structure within the curtilage of a building that is used for a residential purpose.

**76 Requirements relating to carriage of pistols and shotguns** (cf 1997 cl 62)

- (1) An armed security guard must comply with the following requirements while carrying a pistol:
  - (a) the pistol must be carried in a holster worn by the security guard,
  - (b) the shape and size of the holster is to be consistent with, and suitable for, the shape and size of the pistol to be carried,
  - (c) the holster, when worn in conjunction with a belt, must be secured firmly to the belt,
  - (d) if the holstered pistol is concealed by clothing, the holster may be designed to allow free access to the pistol, but otherwise the holster must be designed with a thumb-break safety strap and with the trigger not exposed or alternatively with a complete covering flap so as to conceal the weapon from view,
  - (e) any such holster worn by a security guard other than a holster with a complete covering flap must be of an approved type.
- (2) An armed security guard must not carry a shotgun except:
  - (a) while on duty in an armoured car or similar vehicle, or
  - (b) while on enclosed land before entering, or after leaving, an armoured car or similar vehicle.

Maximum penalty: 50 penalty units.

**77 Requirements for security guard employers** (cf 1997 cl 63)

- (1) A person who employs armed security guards must:
  - (a) keep in safe storage at the employer's place of business all firearms that are authorised to be possessed by those security guards while they are not on duty, and

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- (b) in addition to the requirements set out in Part 4 of the Act, ensure that any firearm required to be kept in safe storage in accordance with paragraph (a) is secured in such a manner as would reasonably prevent its removal otherwise than by the employer or an authorised employee.
  - (2) Subclause (1) (a) does not apply to any firearm that is permitted to be retained by a security guard in accordance with clause 79 or 80.
  - (3) A person who employs armed security guards must not allow any firearm in the person's possession (including those firearms that have been acquired by the person in connection with the person's business) to be possessed or used by an employee who is not authorised to possess or use the firearm by a licence.
  - (4) A person who employs armed security guards must, if any person who is employed as an armed security guard (other than on a casual basis) ceases to be employed as an armed security guard, notify the Commissioner in writing of the person's cessation of employment within 7 days of the person ceasing to be so employed.  
Maximum penalty: 50 penalty units.

**78 Employees to return firearms after being on duty** (cf 1997 cl 64)

- (1) A person who is employed as an armed security guard must, at the end of any period of duty, return any firearm in the person's possession to his or her employer's store of firearms unless the person is authorised to retain possession of the firearm in accordance with clause 79 or 80.  
Maximum penalty: 50 penalty units.
- (2) A person does not commit an offence under subclause (1) if:
  - (a) the person has not been on duty at his or her ordinary place of work, and
  - (b) it was not reasonably practicable, for reasons of distance or public safety, to return the firearm to the employer's store of firearms, and
  - (c) it was not reasonably practicable in the circumstances for an authorisation under clause 79 or 80 to be obtained before the end of the period of duty (eg because the person was required to travel unexpectedly in connection with the person's employment).

**79 Arrangements for off-duty possession of pistols by employees**  
(cf 1997 cl 65)

- (1) The Commissioner may authorise in writing any person who is employed as an armed security guard to retain possession, between periods of duty as a security guard, of any pistol that the person is authorised by a licence to possess.

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- (2) The Commissioner must not authorise possession of a pistol between periods of duty unless the Commissioner is satisfied that:
  - (a) it is not practicable in the circumstances, for reasons such as distance, for the employee to return the pistol to the employer's store of firearms, and
  - (b) the pistol will be stored in accordance with the requirements of Part 4 of the Act.
- (3) In determining whether or not it is practicable in the circumstances for the employee concerned to return the pistol to the employer's store of firearms, reasons such as commercial practice or inconvenience on the part of the employee or employer are not, in themselves, to be taken into consideration.
- (4) An employee's authorisation to retain possession of a pistol between periods of duty is subject to the following requirements:
  - (a) the pistol may only be carried by the employee when the employee is travelling directly to or from work or in the course of a work-related journey,
  - (b) the pistol must be stored at the employee's place of residence,
  - (c) the employee must comply with the requirements of Part 4 of the Act,
  - (d) the employee must allow a police officer to inspect, at any reasonable time, the arrangements for the safe-keeping of the pistol.
- (5) An authorisation under this clause remains in force for such time as is specified in the authorisation unless it is sooner revoked by the Commissioner.
- (6) The Commissioner may revoke any such authorisation if the Commissioner is satisfied that:
  - (a) the requirements of subclause (4) have not been complied with, or
  - (b) it is in the public interest to do so.
- (7) An authorisation under this clause is automatically revoked when the employee to whom it relates ceases to be employed by the person who was the employer at the time the authorisation was granted.

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**80 Temporary arrangements for off-duty possession of pistols by employees** (cf 1997 cl 66)

- (1) If the Commissioner is satisfied that it is not reasonably practicable for a person who is employed as a security guard to comply with clause 78 (1):
  - (a) because the person is required to work on a temporary basis at a place other than the person's ordinary place of work, and
  - (b) because of the distance between the other place of work and the employee's place of residence,
 the Commissioner may authorise in writing the person to retain possession, between periods of duty as a security guard, of any pistol that the person is authorised by a licence to possess.
- (2) An employee's authorisation under this clause to retain possession of a pistol between periods of duty is, in addition to the requirements of section 39 of the Act, subject to the following requirements:
  - (a) the pistol may only be carried by the employee when the employee is travelling directly to or from work or in the course of a work-related journey,
  - (b) the pistol must be stored in accordance with approved arrangements that have been made by the employer.
- (3) An authorisation under this clause may only be given on a temporary basis, and remains in force for the limited period as is specified in the authorisation (unless sooner revoked by the Commissioner).
- (4) The Commissioner may revoke an authorisation under this clause for such reason as the Commissioner thinks fit.

**81 Registers to be kept by security guard employers** (cf 1997 cl 67)

- (1) A person who employs security guards, or who is self-employed as a security guard, must keep in the approved form:
  - (a) a register in which are kept particulars of the acquisition of firearms by, the servicing and inspection of firearms on behalf of, and of the disposal of firearms and ammunition by, the person, and
  - (b) if appropriate, a register in which are kept particulars of the names of each employee who is authorised by a licence to possess a firearm, and of the periods for which each such employee has possession of the firearm.
- (2) The person must ensure that each register is maintained in a book of not less than 100 pages in the following manner:
  - (a) the heading of each page is to be machine printed,

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Part 7	Security guards—special provisions

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- (b) the pages are to be bound in a manner that will prevent any page being readily removed,
  - (c) each page is to be machine numbered consecutively,
  - (d) entries are to be made in black or blue ink and any alteration to an entry must be made by interlineation or striking out and not by erasure,
  - (e) no page is to be extracted.
- (3) The person must:
- (a) ensure that each register is kept in a place of safe keeping (not being a place in which any firearms are kept) at the place of business of the person, and
  - (b) ensure that each register is kept for not less than 3 years after its completion, and
  - (c) ensure that an appropriate entry is made in the register referred to in subclause (1) (a) within 24 hours of the acquisition, servicing, inspection or disposal of a firearm, and
  - (d) if appropriate, ensure that an appropriate entry is made in the register referred to in subclause (1) (b) when any firearm (and any ammunition for the firearm) is transferred from the person's store of firearms to the custody of an employee and when the firearm and ammunition is returned to the store of firearms, and
  - (e) immediately produce, if requested to do so by a police officer at any time, any such register to the officer and permit the officer to inspect, and make copies of any entry contained in, the register.

Maximum penalty: 50 penalty units.

**82 Maintenance of firearms** (cf 1997 cl 68)

A person who employs security guards, or who is self-employed as a security guard, must:

- (a) ensure that each firearm in respect of which each security guard holds a licence is inspected once every 3 months by some competent person to ascertain its working condition, and
- (b) cause each such firearm to be serviced at least once a year by a licensed firearms dealer who is qualified to service the firearm concerned.

Maximum penalty: 50 penalty units.

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**83 Additional requirements relating to security guards** (cf 1997 cl 69)

- (1) The Commissioner may refuse to issue a licence to a person who is employed as a security guard unless the person:
  - (a) has completed, to the satisfaction of the Commissioner, an approved firearms safety test, and
  - (b) produces the person's class 1F licence under the *Security Industry Act 1997*.
- (2) In addition to the firearms safety training courses required in connection with an application for a licence, a security guard who possesses a firearm must undertake, at least annually, such continuing firearms safety training courses as may be approved.  
Maximum penalty: 50 penalty units.
- (3) A person who employs security guards must:
  - (a) ensure that subclause (2) is complied with by the persons employed as security guards by the employer, and
  - (b) report to the Commissioner when those persons have completed the required training course or if any such person fails to undertake the required training course.  
Maximum penalty: 50 penalty units.

**84 Number of firearms to be held by security firms** (cf 1997 cl 69A)

- (1) The authority conferred by a licence issued to a security firm authorises the firm to possess only such number of firearms as, in the opinion of the Commissioner, are required to carry out the security activities of the security firm.
- (2) The Commissioner may require a security firm to provide information relating to the following:
  - (a) the number of firearms owned by the security firm,
  - (b) the number of armed security guards employed by the firm,
  - (c) the security activities for which the firearms are used,
  - (d) such other relevant information that is required in order for the Commissioner to form an opinion under this clause.

Clause 85	Firearms Regulation 2006
Part 8	Approval of shooting ranges

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## **Part 8 Approval of shooting ranges**

### **85 Offences relating to shooting ranges** (cf 1997 cl 71)

- (1) A person must not:
  - (a) operate a shooting range unless it is an approved shooting range, or
  - (b) operate an approved shooting range in contravention of any condition to which the approval is subject, or
  - (c) allow any other person to use a shooting range unless the shooting range is an approved shooting range.
- (2) A person must not use a firearm on a shooting range unless the range is an approved shooting range.
- (3) A person must not possess or use a firearm on an approved shooting range in contravention of any condition to which the approval is subject.  
Maximum penalty: 50 penalty units.

### **86 Application for approval of shooting range** (cf 1997 cl 72)

- (1) A person may apply for the approval by the Commissioner of a shooting range by sending or lodging an application in the approved form to or at the Firearms Registry of NSW Police or such other place as may be approved.
- (2) Any such application must be accompanied by the fee specified in clause 99 (1) (q).
- (3) The Commissioner must not grant an approval unless:
  - (a) the applicant is of good character and repute (including in the case of a corporation or a club, each director or office holder), and
  - (b) the shooting range meets the standards accepted by the Commissioner, and
  - (c) except in the case of a moveable range, the range is, in the opinion of the Commissioner, situated at a suitable location, and
  - (d) the applicant has control over the use of the shooting range, and
  - (e) the shooting range has been approved by the local consent authority.

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Clause 87

Approval of shooting ranges

Part 8

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**87 Approval of shooting range** (cf 1997 cl 73)

- (1) The Commissioner may approve a shooting range either unconditionally or subject to such conditions as the Commissioner thinks fit (such as conditions relating to the control, administration, management, use and inspection by a police officer, or such other person as may be approved, of the shooting range, and the preservation of public safety).
- (2) An approval of a shooting range also confers, in the case of a moveable shooting range, approval to use an air rifle or an air pistol (but only if the pistol is tethered to the range), for the purpose of shooting at the range:
  - (a) on a person who is at least 18 years of age and who shoots at the range under the general supervision of the person having control for the time being of the range, and
  - (b) on a minor:
    - (i) who is accompanied at the shooting range by the minor's parent or legal guardian or for whom the person having control for the time being of the range has received written consent from that parent or legal guardian to shoot at the range, and
    - (ii) who shoots at the shooting range under the close supervision of the person having control for the time being of the shooting range.
- (3) The Commissioner may vary or revoke any conditions subject to which an approval has been granted or attach to any such approval additional conditions.
- (4) Any such variation, revocation or additional condition takes effect when written notice of it is served personally or by post on the person having control for the time being of the shooting range concerned.
- (5) An approval of a shooting range remains in force for a period of 3 years from the date of approval (or such shorter period as may be specified by the Commissioner when granting the approval) unless sooner revoked by the Commissioner.
- (6) In this clause:  
**minor** means a person who is at least 12 years of age and less than 18 years of age.



Clause 88	Firearms Regulation 2006
Part 8	Approval of shooting ranges

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### **88 Special conditions relating to shooting ranges**

Without limiting the conditions to which the approval of a shooting range may be subject, any such approval is subject to the condition that the person who holds the approval for the range must ensure that, before any person uses a firearm at the shooting range, the person is authorised by a licence or permit to use the firearm for the purposes established by that person's genuine or legitimate reason, unless:

- (a) clause 110 or 111 applies in relation to the person, or
- (b) an open day permit under clause 66 has been granted in relation to the shooting range (but only for the period of time specified in the permit).

### **89 Revocation of approval of shooting range** (cf 1997 cl 74)

- (1) The Commissioner may revoke an approval of a shooting range for such reason as the Commissioner thinks fit.
- (2) Without limiting subclause (1), the Commissioner may revoke such an approval if:
  - (a) the Commissioner is satisfied that the shooting range is not being conducted with proper regard to the preservation of public safety or the peace, or
  - (b) the Commissioner is satisfied that any conditions to which the approval is subject have not been complied with, or
  - (c) the person on whose behalf the approval was granted is convicted of:
    - (i) an offence under the Act or this Regulation, or
    - (ii) an offence under the firearms law of any other jurisdiction (being an offence that, had it been committed in New South Wales, would be an offence under the law of New South Wales), or
  - (d) the Commissioner becomes aware that the person on whose behalf the approval was granted has, within the period of 10 years before the approval was granted, been convicted of an offence referred to in paragraph (c).
- (3) Revocation of an approval of a shooting range takes effect when written notice of it is served personally or by post on the person having control for the time being of the shooting range concerned.

Firearms Regulation 2006

Clause 90

Approval of clubs

Part 9

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## Part 9 Approval of clubs

### 90 Definitions (cf 1997 cl 77)

In this Part:

**club** means:

- (a) in relation to the genuine reason of sport/target shooting—a shooting club, or
- (b) in relation to the genuine reason of recreational hunting/vermin control—a hunting club, or
- (c) in relation to the genuine reason of firearms collection—a collectors' society or collectors' club,

that has been established for at least 3 months.

**pistol club** means a shooting club that conducts or organises approved pistol shooting competitions.

### 91 Approval of club (cf 1997 cl 78)

- (1) An application for the Commissioner's approval of a club may be made by the secretary of the club (or other relevant office holder if there is no secretary) by lodging with the Commissioner an application in the approved form, together with:
  - (a) a certificate given by the applicant in the approved form setting out the full name, date of birth and residential address of each member of the club, and
  - (b) a copy of the rules of the club, and
  - (c) such other information and documents as the Commissioner may require.
- (2) The Commissioner may:
  - (a) grant the approval either unconditionally or subject to such conditions as the Commissioner thinks fit, or
  - (b) refuse the application.
- (3) The Commissioner must not grant an approval unless:
  - (a) the club concerned consists of 10 or more active members, and
  - (b) the Commissioner is satisfied the club has rules that are appropriate, and
  - (c) the Commissioner is satisfied that:
    - (i) the club has a genuine and proper constitution, and
    - (ii) the club will conduct its activities with proper regard to the preservation of public safety or the peace, and

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- (iii) the club will conduct regular meetings and activities, and
  - (iv) the club will maintain adequate public liability and member insurance, and
- (d) the club is affiliated with one of the following associations, including any other approved peak firearms association that is based interstate, and the association concerned has recommended the granting of the approval:
- Air Rifle Association of Australia (Incorporated)
  - Antique Arms Collectors Society of Australia Co-operative Limited
  - Arms and Militaria Collectors' Association of NSW
  - Arms Collectors Guild of NSW
  - Australian Clay Target Association Inc
  - Australian Deer Association
  - Australian Hunters International Inc
  - Australian Sporting Clays
  - Federation of Hunting Clubs Incorporated
  - Field and Game Incorporated
  - Game Management Council (Australia) Inc
  - Illawarra Shooting Association
  - Military Rifle Clubs Association Inc
  - National Rifle Association of Australia Limited
  - New South Wales Field and Game Association Inc
  - NSW Amateur Pistol Association Inc
  - NSW Clay Target Association Inc
  - NSW Muzzle Loading Association
  - NSW Rifle Association Inc
  - NSW Shooting Association Limited
  - NSW Small Bore and Air Rifle Association
  - Shooting Sports Council of NSW Inc
  - Sporting Shooters Association of Australia (New South Wales Inc)
  - Target Rifle Australia Inc
- (4) In considering whether to grant an approval, the Commissioner may have regard to any training activities undertaken by the club.

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- (5) Despite subclause (3) (a), the Commissioner may, in the case of a club that has at least 5 active members, grant an approval if:
- (a) the club meets the other criteria for approval under this clause, and
  - (b) the Commissioner is satisfied that, because of the location of the club, the number of active members is appropriate.
- (6) Despite subclause (3) (d), the Commissioner may grant an approval if the club concerned:
- (a) operates outside New South Wales, and
  - (b) meets the other criteria for approval under this clause.

**92 Revocation of approval of club** (cf 1997 cl 79)

- (1) The Commissioner may revoke an approval of a club for such reason as the Commissioner thinks fit.
- (2) Without limiting subclause (1), the Commissioner may revoke an approval if:
- (a) the Commissioner is satisfied that the number of active members of the club is less than 10 (or less than 5 in the case of an approval referred to in clause 91 (5)), or
  - (b) the Commissioner is satisfied that the club is not being conducted with proper regard to the preservation of public safety or the peace, or
  - (c) the Commissioner is satisfied that any conditions to which the approval is subject have not been complied with, or
  - (d) the club fails to disqualify any member who is convicted of an offence under the Act or this Regulation, or an offence under the firearms law of any other jurisdiction (being an offence that, had it been committed in New South Wales, would be an offence under the law of New South Wales), but only if the secretary of the club (or other relevant office holder if there is no secretary) has been made aware of that conviction, or
  - (e) the Commissioner becomes aware that a member of the club has, within the period of 10 years before the member's last application for a licence, been convicted of an offence referred to in paragraph (d), including an offence under any previous firearms law, and the club fails to disqualify the member once the secretary of the club (or other relevant office holder if there is no secretary) is made aware of that conviction.
- (3) The revocation of an approval of a club may be recommended to the Commissioner by the association in respect of which the club is affiliated.

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- (4) Revocation of an approval takes effect when written notice of it is served personally or by post on the secretary or other relevant office holder of the club concerned.

**93 Conditions of approval of club** (cf 1997 cl 80)

- (1) The conditions of an approval of a club may relate to any of the following matters:
- (a) the control, administration or management of the club,
  - (b) the membership of the club,
  - (c) the preservation of public safety or the peace.
- (2) Without limiting subclause (1), the approval of a club is subject to the condition that the secretary or other relevant office holder of the club must:
- (a) submit, in the approved form, an annual return relating to club membership, and
  - (b) certify in each annual return that each current club member has complied with the requirements specified in clause 96, and
  - (c) notify the Commissioner (at the same time as the submission of the relevant annual report) of the particulars of:
    - (i) any change in the membership of the club that involves a member leaving the club or not renewing his or her membership, and
    - (ii) any change in the personal details of a club member that has been notified to the secretary or other relevant office holder in accordance with clause 97.
- (3) The first annual return for an approved club is due no later than 12 months following the date on which the club is granted an approval. Each subsequent return is then due at 12 monthly intervals.
- (4) The Commissioner may:
- (a) vary or revoke any conditions subject to which an approval has been granted, or
  - (b) attach to any approval additional conditions of the kind referred to in subclause (1).
- (5) Any such variation, revocation or additional condition takes effect when written notice of it is served personally or by post on the secretary or other relevant office holder of the club concerned.

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**94 Special conditions relating to approved pistol clubs** (cf 1997 cl 80A)

Without limiting the conditions to which the approval of a pistol club may be subject, any such approval is subject to the following conditions:

- (a) the club must not admit a person (*the applicant*) as a member unless:
  - (i) the applicant has submitted 2 character references from persons who are of or above the age of 18 and who have known the applicant for at least 2 years, or
  - (ii) the secretary or other relevant office holder of the club is satisfied that the applicant has submitted the name of any other approved pistol club or shooting club of which the applicant is a member,
- (b) if the club cancels or suspends the membership of any member, the secretary or other relevant office holder must, within 7 days of the cancellation or suspension, notify the Commissioner that the person's membership has been cancelled or suspended and advise the Commissioner of the reasons for the cancellation or suspension,
- (c) the club must ensure that a person whose category H (sport/target shooting) licence has been revoked or suspended does not, while the revocation or suspension remains in force, use a pistol on any shooting range or other premises of the club,
- (d) if the secretary or other relevant office holder of an approved pistol club is of the opinion that any person who is a member of the club, or who has applied to be a member of the club, may pose a threat to public safety (or a threat to the person's own safety) if in possession of a firearm, the secretary or office holder must inform the Commissioner of that opinion.

**95 Special conditions relating to approved collectors' societies and clubs**  
(cf 1997 cl 80B)

Without limiting the conditions to which the approval of a collectors' society or club may be subject, any such approval is subject to the following conditions:

- (a) if the society or club cancels or suspends the membership of any member who is the holder of a licence or permit, the secretary or other relevant office holder must, within 7 days of the cancellation or suspension, notify the Commissioner that the person's membership has been cancelled or suspended and advise the Commissioner of the reasons for the cancellation or suspension,

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- (b) if the secretary or other relevant office holder of the society or club is of the opinion that any person who is a member of the society or club, or who has applied to be a member of the society or club, is not a fit and proper person to be in possession of a firearm, the secretary or office holder must inform the Commissioner of that opinion.

**96 Participation requirements for club members** (cf 1997 cl 81)

- (1) A person's membership of an approved club is, if the person is the holder of a licence, subject to the following requirements:
  - (a) in the case of an approved pistol club—the person must, over each period of 12 months that the licence is in force:
    - (i) participate in at least 6 club organised competitive shooting matches, and
    - (ii) for each different kind of pistol that the person possesses for different shooting events, undertake at least 4 club organised shoots,
  - (b) in the case of any other approved shooting club—the person must, over any period of 12 months:
    - (i) participate in no less than 4 shooting competitions conducted by any approved shooting club, or
    - (ii) attend a shooting range, where any approved shooting club conducts shooting activities, on no less than 4 occasions over that period for shooting practice,
  - (c) in the case of an approved hunting club—the person must, over any period of 12 months, participate in no less than 2 events (approved by any approved hunting club) involving hunting, shooting or firearms safety training,
  - (d) in the case of any approved collectors' society or approved collectors' club—the person must attend the club's annual general meeting (or at least one other meeting over any period of 12 months).
- (2) For the purposes of subclause (1):
  - (a) a club organised competitive shooting match may be counted as a club organised shoot, and
  - (b) participating in a club organised competitive shooting match includes officiating in such a match, and
  - (c) a reference to a club organised shoot includes a reference to any training or target practice that is undertaken at the club's shooting range, and

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- (d) the different kinds of pistols are air pistols, rimfire pistols and centre-fire pistols.
  - (3) A licence holder who is a member of more than one approved club must:
    - (a) nominate a principal club with which the member will mainly be involved, and
    - (b) notify the Commissioner in writing of the nominated principal club, and
    - (c) if the licence holder participates in any of the activities specified in subclause (1) at a club other than the holder's nominated principal club—notify the principal club of the details of those activities in writing within each annual return period.
  - (4) The failure of a person who is a member of an approved club to comply with the requirements under this clause is prescribed, for the purposes of section 24 (2) (d) of the Act, as a reason for which the Commissioner may revoke the person's licence. However, the licence is not to be revoked if the person proves, to the Commissioner's satisfaction, that compliance with the requirement was not reasonably practical in the circumstances.
  - (5) In this clause:
 

*centre-fire pistol* includes any pistol that uses black powder.

**97 Club member must notify change in personal details** (cf 1997 cl 82)

A person who is a member of an approved club must notify the secretary or other relevant office holder of the club in writing of any change in the personal details (such as change of name or address) of the person within 14 days of the date of the change.

Maximum penalty: 20 penalty units.

**98 Disclosure of information by Commissioner** (cf 1997 cl 83)

The Commissioner is authorised to disclose to the secretary or other relevant office holder of the club any information as to the following:

- (a) the pistols that are held by the applicant,
- (b) any other club of which the applicant is a member,
- (c) any other information that, in the opinion of the Commissioner, is relevant to the person's application for membership, or the person's continued membership, of the approved club.



Clause 99 Firearms Regulation 2006

Part 10 Fees

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## Part 10 Fees

### 99 Fees (cf 1997 cl 84)

- (1) The following fees are payable for the matters to which they relate:
- (a) application fee for an initial or subsequent category A, B, C, D or H licence:
    - (i) for a period of 2 years—\$100, or
    - (ii) for a period of 5 years—\$200,
  - (b) application fee for an initial firearms collector licence—\$75,
  - (c) application fee for a subsequent firearms collector licence—\$40,
  - (d) application fee for a probationary pistol licence—\$100,
  - (e) application fee to add a licence category (other than a category H licence) or a firearms collector licence to a licence already held—\$40,
  - (f) application fee to add a category H licence to a licence already held—\$100,
  - (g) application fee for an initial or subsequent firearms dealer's licence (other than a licence referred to in paragraph (h))—\$500 for each premises to which the licence relates,
  - (h) application fee for an initial or subsequent firearms dealer's licence to be held by a club armourer—\$100,
  - (i) application for a permit under section 31 of the Act to acquire a firearm—\$30,
  - (j) application fee for an initial or subsequent theatrical armourer's permit—\$500,
  - (k) application fee for an initial or subsequent tranquilliser firearm permit—\$100,
  - (l) application fee for an initial or subsequent paint-ball game permit—\$500,
  - (m) application fee for an initial or subsequent safari tour permit—\$500,
  - (n) application fee for any other type of permit—\$75,
  - (o) fee for a duplicate licence or permit—\$75,
  - (p) fee for registration of a firearm—\$10,
  - (q) application for approval of shooting range—\$100,
  - (r) fee for an inspection (whether of one or more firearms) as required under the Act or this Regulation (but only if carried out by a member of NSW Police)—\$100,

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- (s) authorisation by the Commissioner under section 8 of the Act of an eligible employee or director in relation to a firearms dealer licence—\$25.
  - (2) If an application is made to register a firearm acquired in accordance with a permit under section 31 of the Act to acquire a firearm, no fee is payable in respect of the application to register the firearm.
  - (3) If more than one of the fees specified in subclause (1) would be payable for an application for a licence because the licence concerned is a composite licence, only one such fee is payable in respect of the application, and that fee is to be the highest of the fees so payable. A **composite licence** is a licence that authorises the licensee to possess firearms to which more than one category of licence apply.
  - (4) The Commissioner may refuse to provide any service (such as the issuing of a licence or permit, or the carrying out of an inspection) for which a fee is specified under this clause until the fee has been paid for the service.

**100 Exemption, waiver or refund of fees** (cf 1997 cl 85)

- (1) The Commissioner may, for such reason as the Commissioner considers sufficient, waive or wholly or partly refund a fee that would otherwise be payable or has been paid.
- (2) A person who is a pensioner (within the meaning of paragraph (a) or (b) of the definition of **pensioner** in section 3 (1) of the *Motor Vehicles Taxation Act 1988*) is exempt from the requirement to pay:
  - (a) an application fee for an initial or subsequent category A or B licence, and
  - (b) a fee under clause 99 (1) (i) for a permit to acquire a firearm that is to be registered in the person's name, and
  - (c) a fee under clause 99 (1) (p) for the registration of any firearm that is to be registered in the person's name.
- (3) A person whose occupation is the business of a primary producer, and who is the owner, lessee or manager of land used for primary production, is exempt from the requirement to pay:
  - (a) any fee specified under clause 99 in respect of a licence (including any relevant fee for an inspection) if the person's genuine reason for possessing or using the firearm authorised by the licence is that of primary production, and
  - (b) a fee under clause 99 (1) (i) for a permit to acquire a firearm that is to be registered in the person's name, and
  - (c) a fee under clause 99 (1) (p) for the registration of any firearm that is to be registered in the person's name.

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- (4) A licensed firearms dealer is exempt from the requirement to pay a fee under clause 99 (1) (p) for the registration of any firearm that is to be registered in the dealer's name.

**Note.** A licensed firearms dealer is exempt from the requirement to obtain a permit to acquire a firearm (and consequently to pay any permit fee) because of section 50 of the *Firearms Act 1996*.

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Registration of firearms

Part 11

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## Part 11 Registration of firearms

### 101 Application for registration of firearm (cf 1997 cl 86)

- (1) For the purposes of section 34 (1) of the Act, the manner of making an application for registration of a firearm is by lodging an application in the approved form with the Firearms Registry of NSW Police (or at such other place as may be approved).
- (2) An application for registration of a firearm is not required to be lodged personally by the applicant.

### 102 Register of Firearms—additional information (cf 1997 cl 87)

For the purposes of section 33 (2) (c) of the Act, the Register of Firearms is to contain the following additional information in respect of each registered firearm:

- (a) the current residential address (or business address in the case of a firearms dealer) of the person in whose name the firearm is registered,
- (b) the premises where the firearm is kept,
- (c) the identifying number of any spare barrel that is capable of taking and discharging ammunition (ie the serial number or the number allotted by the Commissioner) for the firearm,
- (d) particulars relating to the acquisition of the firearm (being a firearm acquired on or after 1 July 1997) by the person in whose name it is registered, including the date of acquisition and the name of the person (if any) who sold the firearm.

### 103 Recording of change in particulars in Register (cf 1997 cl 88)

For the purposes of section 34 (7) (b) of the Act, any change in the particulars relating to the person in whose name a firearm is registered is to be recorded by the Commissioner in writing or in such other manner as may be approved.

### 104 Notification of sale, loss or theft of registered firearm (cf 1997 cl 89)

- (1) For the purposes of section 37 (1) (b) of the Act, the particulars required to be provided to the Commissioner about the sale of a registered firearm must be in writing and must include the following details:
  - (a) the date of the sale,
  - (b) the name and address of the licensed firearms dealer to whom the firearm was sold, or, if it was sold to another person through a firearms dealer, the name and address of the dealer and the name and address of the other person,

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- (c) sufficient detail to identify the firearm (eg its make and its serial number or its identifying number as allotted by the Commissioner),
  - (d) the identifying number of any spare barrel for the firearm,
  - (e) the number of the person's licence or permit authorising the person to possess the firearm,
  - (f) the number of the person's permit under section 31 of the Act to acquire the firearm.
- (2) For the purposes of section 37 (1) (b) of the Act, the particulars required to be provided to the Commissioner about the loss or theft of a registered firearm must be in writing and must include the following details:
- (a) the date on which the firearm was lost or stolen,
  - (b) the circumstances in which it was lost or stolen,
  - (c) such other particulars as may be required by the police officer to whom the loss or theft is notified.

**105 Requirement to notify Commissioner when moving interstate** (cf 1997 cl 90)

A person in whose name a firearm is registered must, if the person becomes a permanent resident of another State or Territory, provide the Commissioner with the person's change of address within 14 days of moving interstate.

Maximum penalty: 20 penalty units.

**106 Acquisition of firearms by persons other than firearms dealers** (cf 1997 cl 91)

For the purposes of section 37 (2) of the Act, the prescribed particulars to be provided by a person who acquires a firearm are as follows, and are to be provided in writing:

- (a) the date of the acquisition,
- (b) the name and address of the person from whom the firearm was acquired,
- (c) sufficient detail to identify the firearm (eg its make and its serial number or its identifying number as allotted by the Commissioner),
- (d) the identifying number of any spare barrel for the firearm,
- (e) the number of the person's licence or permit authorising the person to possess the firearm,

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- (f) the number of the person's permit under section 31 of the Act to acquire the firearm.

**107 Identification of firearms by competent persons** (cf 1997 cl 92)

- (1) An application for registration of a firearm must be accompanied by a firearm identification certificate for that firearm given by an approved person, or a person who is a member of an approved class of persons.
- (2) The form of a firearm identification certificate and the information required to be contained in it are to be determined by the Commissioner.
- (3) The Commissioner may approve a person or a class of persons for the purposes of this clause.
- (4) The Commissioner may at any time revoke a person's approval by posting a notice of revocation to the person at the address of the person last known to the Commissioner.

**108 Registration of firearm frames and firearm receivers** (cf 1997 cl 93B)

- (1) Subject to subclauses (2) and (3), this Part applies (with necessary modifications) to any firearm frame or firearm receiver in the same way as it applies to a firearm.
- (2) The following provisions do not apply in relation to firearm frames and firearm receivers:
  - (a) clause 102 (c),
  - (b) clause 104 (1) (d) and (f),
  - (c) clause 106 (d) and (f),
- (3) Clause 102 (d) applies to firearm frames and firearm receivers as if the date "1 July 1997" were "1 July 2001".

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Part 12 Exemptions

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## Part 12 Exemptions

### 109 Exemption relating to officers and employees of certain government agencies (cf 1997 cl 108)

- (1) An inspector appointed under Part 4 of the *Explosives Act 2003* who possesses or uses a prohibited firearm referred to in item 15 of Schedule 1 to the Act is not, while acting in the ordinary course of the inspector's duties, required to hold a licence or permit authorising possession or use of the firearm.
- (2) An officer of the Department of Environment and Conservation or the Department of Primary Industries who possesses or uses a shotgun, or a prohibited firearm referred to in item 15 of Schedule 1 to the Act, that:
  - (a) is capable of propelling a bird net or other type of net, or
  - (b) is capable of discharging incendiary shells used for the purposes of authorised back-burning and bushfire hazard reduction programs,is not, while acting in the ordinary course of the officer's duties, required to hold a licence or permit authorising possession or use of the firearm.

### 110 Exemption relating to new club members using firearms under supervision (cf 1997 cl 109)

- (1) This clause applies to any person who, after the commencement of this Regulation:
  - (a) joins an approved sport/target shooting club, and
  - (b) does not hold a licence authorising the possession and use of a firearm but who has been approved by the Commissioner for the purposes of this clause.
- (2) The club must notify the Commissioner of:
  - (a) the name of any person to whom this clause applies before the person participates in target shooting at an approved shooting range as a member of the club, and
  - (b) such other particulars as may be specified by the Commissioner.
- (3) A person to whom this clause applies is, during the period specified in subclause (4), exempt from the requirement under the Act to be authorised by a licence to possess or use a firearm (other than a prohibited firearm) if the person possesses or uses the firearm only:
  - (a) while participating in target shooting at an approved shooting range as a member of the approved club concerned, and

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- (b) except in such cases as may otherwise be approved—while under the supervision of another person holding office as a range officer appointed by the approved club and who is the holder of a licence that authorises the other person to possess and use the firearm.
  - (4) An exemption under this clause:
    - (a) commences on the first occasion on which the person participates in target shooting at an approved shooting range as a member of the club, and
    - (b) ends 3 months after that occasion or when the person is issued with, or is refused, the licence for which the person has applied (whichever is sooner), and
    - (c) does not have effect more than once in relation to a particular person (except in such circumstances as may be approved).
  - (5) Despite subclause (4), if a person to whom this clause applies makes an application for a licence before the expiry of the relevant exemption, the exemption continues until such time as the licence is granted or refused.

**111 Exemption relating to use of unauthorised firearms at approved ranges by new club members**

- (1) This clause applies to a person:
  - (a) who, after the commencement of this Regulation, joins an approved sport/target shooting club, and
  - (b) who holds a licence authorising the use of a firearm, and
  - (c) who is approved by the Commissioner for the purposes of this clause.
- (2) A person to whom this clause applies is, during the period specified in subclause (4), exempt from the requirement under the Act to be authorised by a licence to use a firearm (referred to in this clause as *the exempt firearm*) that the person is not authorised to possess or use under the licence held by the person if the person does so:
  - (a) while participating in target shooting at an approved shooting range as a member of the approved club concerned, and
  - (b) except in such cases as may otherwise be approved—while under the supervision of another person holding office as a range officer appointed by the approved club and who is the holder of a licence that authorises the other person to possess and use the exempt firearm.



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- (3) The club must notify the Commissioner of:
  - (a) the name of any person to whom this clause applies before the person uses the exempt firearm at an approved shooting range, and
  - (b) such other particulars as may be specified by the Commissioner.
- (4) An exemption under this clause:
  - (a) commences on the first occasion on which the person uses the exempt firearm at an approved shooting range, and
  - (b) ends 3 months after that occasion or when the person is issued with, or is refused, a licence authorising the possession and use of the exempt firearm (whichever is sooner), and
  - (c) does not have effect more than once in relation to a particular person (except in such circumstances as may be approved).
- (5) Despite subclause (4), if a person to whom this clause applies makes an application for a licence authorising possession and use of the exempt firearm before the expiry of the relevant exemption, the exemption continues until such time as the licence is granted or refused.
- (6) Nothing in this clause authorises the possession or use of a prohibited firearm.

**112 Exemption relating to persons undertaking firearms safety training courses** (cf 1997 cl 109A)

- (1) This clause applies to any person who is undertaking the course known as the Firearms Licence Qualification Course or any other approved course conducted by or on behalf of an approved person or body.
- (2) The person or body conducting the course must record, in the approved form and manner, the following particulars:
  - (a) the name of any person to whom this clause applies,
  - (b) such other particulars as may be specified by the Commissioner.
- (3) A person to whom this clause applies is, during the period specified in subclause (4), exempt from the requirement under the Act to be authorised by a licence to possess or use a firearm (other than a pistol) if the person does so:
  - (a) while participating in the course, and
  - (b) except in such cases as may otherwise be approved—while under the direct supervision of a person who:
    - (i) is approved by the Commissioner under clause 122 (4) as a firearms licence qualification instructor, and

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- (ii) is appointed by the person or body conducting the course, and
  - (iii) is the holder of a licence that authorises the person to possess and use the firearm.

- (4) An exemption under this clause:
  - (a) commences when the person begins the firearms safety training course concerned, and
  - (b) ends when that course is complete (or, if the person ceases the course at an earlier date, on that earlier date).

**113 Exemption relating to off-duty police officers** (cf 1997 cl 110)

- (1) Any police officer who is in possession of a service firearm while the police officer is not on duty as a police officer is exempt from the requirement under the Act to be authorised by a licence or permit to possess the firearm during any such period.
- (2) The exemption under this clause is subject to the police officer complying with such guidelines as may be issued by the Commissioner with respect to the off-duty possession of service firearms by police officers.
- (3) In this clause:  
*service firearm* means a firearm issued to a police officer in his or her capacity as a police officer.

**114 Exemption relating to certain student police** (cf 1997 cl 110A)

A student police officer, or a person undertaking student police training through the New South Wales Police College, who possesses or uses a firearm is not, while acting in the ordinary course of the student's or person's duties or training, required to hold a licence or permit authorising possession or use of the firearm.

**115 Exemption relating to custodial officers** (cf 1997 cl 110B)

A custodial officer (however described) of the Commonwealth, or of another State or a Territory, who possesses or uses a firearm is not, while acting in the ordinary course of the officer's duties, required to hold a licence or permit authorising possession or use of the firearm.

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**116 Exemption for certain firearms manufactured before 1900** (cf 1997 cl 111)

- (1) This clause applies to any firearm manufactured before 1900 that:
  - (a) in the case of a firearm other than a pistol—is not capable of discharging breech-loaded metallic cartridges or is a firearm for which ammunition is not, in the opinion of the Commissioner, commercially available, or
  - (b) is a pre-percussion pistol.
- (2) A person is exempt from any requirement under the Act to hold a licence or permit in respect of a firearm to which this clause applies.
- (3) A person does not commit any offence under section 36 of the Act with respect to an unregistered firearm if it is a firearm to which this clause applies.
- (4) A person does not commit any offence under section 50, 51 or 51A of the Act with respect to the sale or purchase of a firearm if it is a firearm to which this clause applies.
- (5) In subclause (1):

*pre-percussion pistol* means a muzzle loading pistol (including a percussion lock pistol that is muzzle loading) that uses black powder to propel a projectile, but does not include any breech-loading pistol with a rotating cylinder or any other breech-loading pistol that accepts metallic cartridges. A percussion lock pistol is not a pre-percussion pistol unless it is a single-shot percussion lock pistol.

**Note.** A licence or permit is not required for a firearm to which this clause applies, and such a firearm is not required to be registered. However, a firearm to which this clause applies is still a firearm within the meaning of the *Firearms Act 1996*.

**117 Temporary licensing and registration amnesty for certain percussion lock pistols manufactured before 1900** (cf 1997 cl 111B)

- (1) In this clause:
 

*amnesty period* means the period ending on 30 June 2007.

*percussion lock pistol* means a multiple-shot, muzzle loading percussion lock pistol manufactured before 1900 that uses black powder.
- (2) **Exemption from licensing requirements**

A person who is in possession of a percussion lock pistol is not required to hold a licence or permit during the amnesty period for that pistol.

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- (3) If the person makes an application during the amnesty period for a licence or permit authorising possession of the percussion lock pistol, the exemption under subclause (2) continues to apply in respect of the person until such time as the application is determined by the Commissioner.
- (4) **Exemption from registration requirements**  
A person who is in possession of a percussion lock pistol that is not registered does not, during the amnesty period, commit an offence under section 36 of the Act of possessing an unregistered firearm.
- (5) If the person makes an application during the amnesty period for the percussion lock pistol to be registered, the exemption under subclause (4) continues to apply in respect of the person until such time as the application for registration of the pistol is determined by the Commissioner.
- (6) Section 51A (1) of the Act does not apply to a licensed firearms dealer in respect of the purchasing of a percussion lock pistol from a person to whom an exemption under subclause (2) or (4) applies.  
**Note.** This subclause enables the unlicensed owner of a percussion lock pistol to sell the pistol to a dealer without the dealer committing an offence of purchasing a firearm from an unlicensed person.
- (7) The possession of a percussion lock pistol by a person in accordance with an exemption under subclause (2) or (4) is taken not to be possession for the purposes of section 51D of the Act.
- (8) Nothing in this clause authorises the use of a firearm.

**118 Exemption relating to possession and use of firearms by authorised tourists at approved shooting ranges**

- (1) An overseas tourist who possesses or uses a firearm (other than a prohibited firearm) on an approved shooting range and who is of or above the age of 18 years is exempt from the requirement under the Act to hold a licence or permit authorising possession or use of the firearm.
- (2) The exemption under this clause is subject to the following conditions:
- (a) the arrangements for the overseas tourist to use a firearm at the approved shooting range must have been made by or through a registered travel agent,
  - (b) the overseas tourist must, before actually using the firearm, be provided with instructions in the safe handling and use of the firearm by an approved firearms instructor,

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- (c) the overseas tourist must, while using the firearm, be supervised by such an instructor (and in the case of firearms other than pistols, one instructor is to supervise no more than 3 shooters, and in the case of pistols, one instructor is to supervise each shooter),
  - (d) the handling and use of the firearm must, unless it is a pistol, be physically restrained in an approved manner to ensure that the firearm is directed down range and not in any other direction.
- (3) In addition to any other conditions imposed by the Commissioner on the approval of a shooting range for the purposes of this clause, an approval is subject to the following conditions:
- (a) the holder of the approval must keep a record of the following particulars in relation to any overseas tourist using the shooting range under the exemption conferred by this clause:
    - (i) the name, country of residence and the passport number of the overseas tourist,
    - (ii) the date or dates on which the overseas tourist used the shooting range,
    - (iii) the name of the registered travel agent by or through whom the arrangements for the use of the shooting range were made,
    - (iv) the name of the instructor who supervised the overseas tourist,
  - (b) the holder of the approval must produce any such record for inspection if requested to do so by a police officer or by such other person as may be approved.
- (4) In this clause:
- approved shooting range*** means an indoor shooting range, or an outdoor shooting range that has a physical barrier at the firing point, that is approved for the purposes of this clause.

**119 Exemption relating to imitations and replicas of firearms** (cf 1997 cl 113A)

A person is exempt from the requirement under the Act to hold a licence or permit authorising possession or use of a prohibited firearm referred to in item 17 of Schedule 1 to the Act if the person is the holder of a permit under the *Weapons Prohibition Act 1998* authorising the person to possess or use the prohibited firearm.

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Miscellaneous provisions

Part 13

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## Part 13 Miscellaneous provisions

### 120 Maximum size for pistol (cf 1997 cl 94)

For the purposes of the definition of *pistol* in section 4 (1) of the Act, the greatest length overall for a pistol is 65 cm.

### 121 Apprehended violence orders and interim apprehended violence orders of other jurisdictions (cf 1997 cl 95)

- (1) For the purposes of the definition of *apprehended violence order* in section 4 (1) of the Act, the following orders or decisions are prescribed:
- (a) an injunction under section 68B or 114 of the *Family Law Act 1975* of the Commonwealth,
  - (b) a protection order under the *Domestic and Family Violence Protection Act 1989* of Queensland,
  - (c) a restraining order under the *Summary Procedure Act 1921* of South Australia,
  - (d) a domestic violence restraining order under the *Domestic Violence Act 1994* of South Australia,
  - (e) a restraint order under the *Justices Act 1959* of Tasmania,
  - (f) an intervention order under the *Crimes (Family Violence) Act 1987* of Victoria,
  - (g) a restraining order under the *Restraining Orders Act 1997* of Western Australia,
  - (h) a protection order under the *Domestic Violence and Protection Orders Act 2001* of the Australian Capital Territory,
  - (i) a restraining order under the *Domestic Violence Act* of the Northern Territory.
- (2) For the purposes of the definition of *interim apprehended violence order* in section 4 (1) of the Act, the following orders are prescribed:
- (a) a temporary protection order under the *Domestic and Family Violence Protection Act 1989* of Queensland,
  - (b) an interim restraint order under the *Justices Act 1959* of Tasmania,
  - (c) an interim intervention order under the *Crimes (Family Violence) Act 1987* of Victoria,
  - (d) an interim protection order under the *Domestic Violence and Protection Orders Act 2001* of the Australian Capital Territory.

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Part 13 Miscellaneous provisions

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**122 Firearms safety training courses** (cf 1997 cl 96)

- (1) Except as provided by subclause (2), the firearms safety training courses that are prescribed for the purposes of the Act are as follows:
  - (a) for firearms other than pistols—the course known as the Firearms Licence Qualification Course or any other approved course conducted by or on behalf of an approved person or body,
  - (b) for pistols—an approved course conducted by or on behalf of an approved pistol club.
- (2) In the case of firearms to be used by security guards or employees of a government agency, an approved firearms safety accreditation course is prescribed for the purposes of the Act.
- (3) The relevant course to be completed by applicants in respect of particular categories of licences or types of permits is to be determined by the Commissioner.
- (4) The Commissioner may approve:
  - (a) persons to be instructors for such courses on such terms as the Commissioner may determine, and
  - (b) instructors to use registered firearms, that the instructor is authorised to use under a licence, for the purposes of conducting such courses.
- (5) A person approved as an instructor for any such course ceases to be so approved if the person ceases to be the holder of a licence or permit that authorises the person to possess firearms to which the course relates.
- (6) A person who:
  - (a) dishonestly attempts to obtain a certificate or any other document that purports to be evidence of the person having passed a firearms safety training course, or
  - (b) knowingly is in possession of any such certificate or other document that has been dishonestly obtained and attempts to use it, or uses it, for a dishonest purpose, or
  - (c) dishonestly issues any such certificate or other document,is guilty of an offence.  
Maximum penalty (subclause (6)): 20 penalty units.

**123 Advertising sale of firearms** (cf 1997 cl 98)

For the purposes of section 54 (b) of the Act, the following particulars are prescribed in relation to an advertisement for the sale of a firearm that is arranged by or through a licensed firearms dealer:

- (a) the licence or permit number of the seller,

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(b) the name and address of the dealer concerned.

**124 Restrictions on sale and purchase of firearms** (cf 1997 cl 99)

- (1) The arrangements referred to in sections 51 (2) (a) and (2A) (a) and 51A (2) (a) of the Act for selling a firearm through a licensed firearms dealer are as follows:
- (a) the sale must be conducted at the licensed firearms dealer's place of business or at such other place as may be approved,
  - (b) the firearms dealer must make the same records in respect of the sale as the dealer would otherwise be required to make under section 45 of the Act.
- (2) For the purposes of sections 51 (2) (b) and (2A) (b) and 51A (2) (b) of the Act, a licensed firearms dealer is not reasonably available for the purposes of the sale or purchase of a firearm if the nearest location of a licensed firearms dealer's place of business is more than 100 km from the ordinary place of residence of both the buyer and the seller.

**125 Commercial transportation of firearms—prescribed safety requirements** (cf 1997 cl 100)

For the purposes of section 56 of the Act, the following safety requirements are prescribed:

- (a) the firearm must be stored in:
  - (i) a secured locked container secured to the vehicle, or
  - (ii) a locked compartment within the vehicle,and must not be able to be seen while it is being conveyed,
- (b) all reasonable precautions must be taken to ensure that the firearm is not lost or stolen while it is being conveyed.

**126 Non-commercial transportation of prohibited firearms and pistols—prescribed safety requirements** (cf 1997 cl 101)

- (1) For the purposes of section 57 of the Act, the following safety requirements are prescribed:
- (a) the firearm must not be loaded with any ammunition while it is being conveyed, and it must be kept separate from any ammunition,
  - (b) while the firearm is being conveyed:
    - (i) it must be rendered temporarily incapable of being fired (eg by removing the bolt or the firing mechanism or by using a restraining device such as a trigger lock), or



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Part 13 Miscellaneous provisions

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- (ii) it must be kept in a locked container that is properly secured to, or is within, the vehicle being used for transporting the firearm.
  - (2) This clause does not apply to the following persons if, during the course of conveyance, there is a reasonable likelihood that the firearm will be required for the purpose of killing vermin or stock:
    - (a) a primary producer,
    - (b) an employee of a primary producer,
    - (c) a member of staff of the Department of Primary Industries, the Department of Environment and Conservation, a rural lands protection board or the Wild Dog Destruction Board.

**127 Inspections of certain firearms** (cf 1997 cl 102)

- (1) This clause applies to the following:
  - (a) a category C, category D or category H licence,
  - (b) a firearms collector licence, firearms museum permit or RSL display permit that authorises the possession of any prohibited firearm or pistol,
  - (c) a permit that authorises the possession of any prohibited firearm or pistol (other than a permit under clause 50 authorising the possession of a firearm acquired as an heirloom).
- (2) The holder of a licence or permit to which this clause applies must, in accordance with a notice served on the holder by the Commissioner, ensure:
  - (a) that any prohibited firearm or pistol to which the licence or permit relates (other than a firearm that has been rendered permanently incapable of being fired in accordance with clause 34) is inspected at a reasonable time by a police officer or other approved person, and
  - (b) that a certificate of inspection by the person making the inspection is furnished to the Commissioner.

Maximum penalty: 20 penalty units.
- (3) The holder of a licence or permit to which this clause applies who:
  - (a) is a member of an approved pistol club, or
  - (b) is a member of a shooting club affiliated with the Australian Clay Target Association, or

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Part 13

(c) is a member of an approved collectors' society or approved collectors' club,

is taken to have been served with a notice under subclause (2) if the notice has been served on the secretary or captain, or other relevant office holder, of that club.

- (4) A person who is required to have a firearm inspected under this clause must, when the firearm is produced for inspection, also produce for inspection any barrel (whether or not it is a spare barrel) in the person's possession that is capable of taking and discharging ammunition for the firearm.
- (5) The fee specified in clause 99 (1) (r) is payable for any inspection by a police officer under this clause.

**128 Numbering of firearms and spare barrels** (cf 1997 cl 103)

- (1) The Commissioner may, by notice in writing served on a person who has possession of a firearm or a spare barrel that is capable of taking and discharging ammunition for that firearm, allot a number in respect of the firearm or spare barrel.
- (2) The Commissioner is not to allot such a number unless the Commissioner is of the opinion that there is no other unique number that could be used to sufficiently identify the firearm or spare barrel.
- (3) A person (including a licensed firearms dealer) must not have possession of a firearm or spare barrel in respect of which a number has been allotted by the Commissioner in accordance with this clause unless that number has been imprinted on it in the following manner:
- (a) in the case of a firearm—by stamping or, with the approval of the Commissioner, by engraving the number in an exposed position on the firearm, or
- (b) in the case of a spare barrel—by stamping or engraving the number on the outer surface,
- in numerals not less than 2 mm in height on a metal part of the firearm or spare barrel.
- Maximum penalty (subclause (3)): 20 penalty units.
- (4) A person does not commit an offence under subclause (3) in respect of having possession of a firearm:
- (a) if the person did not know and had no reason to suspect that a number had been allotted by the Commissioner in respect of the firearm, or

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- (b) if the person, being a licensed firearms dealer, replaces a barrel that is so damaged or worn as to require its replacement, and all particulars as required in relation to that replacement are supplied in writing to the Commissioner within 24 hours of replacing it.

**129 Shortened firearms** (cf 1997 cl 104)

- (1) For the purposes of section 62 (2) of the Act, a firearm is to be considered as having been shortened only if:
  - (a) in the case of a firearm that is a smooth bore shotgun or a combination smooth bore shotgun and rifle:
    - (i) the length of the barrel, or, if it has more than one barrel, of the longer or longest barrel is less than 45 cm, or
    - (ii) the length of the stock is less than 30 cm or it has no stock, and
  - (b) in the case of a firearm that is a rifle, not being a combination smooth bore shotgun and rifle or an air gun:
    - (i) the length of the barrel or, if it has more than one barrel, of the longer or longest barrel is less than 40 cm, or
    - (ii) the length of the stock is less than 30 cm or it has no stock, or
    - (iii) the overall length is less than 80 cm, and
  - (c) in the case of a firearm that is an air gun:
    - (i) the length of the barrel is less than 30 cm, or
    - (ii) the length of the stock is less than 30 cm or it has no stock, or
    - (iii) the overall length is less than 70 cm.
- (2) For the purposes of this clause, the length of the stock of a firearm, if the firearm has one trigger, is to be measured from the front of the trigger or, if the firearm has more than one trigger, from the front of the rearmost trigger to the centre of the rear of the butt plate or stock.
- (3) In this clause, *firearm* does not include a pistol or blank fire pistol.
- (4) This clause does not apply to such kinds of firearms as the Commissioner determines.

**130 Spear guns** (cf 1997 cl 105)

- (1) A person who is under the age of 14 years must not:
  - (a) buy, sell or otherwise transfer a spear gun, or
  - (b) use a spear gun, or

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(c) carry or have a spear gun in the person's possession.

Maximum penalty: 10 penalty units.

- (2) A person who is of or above the age of 12 years (but under the age of 14 years) does not commit an offence under subclause (1) (b) or (c) if the person is using, carrying or in possession of the spear gun while under the personal supervision of a person who is of or above the age of 18 years.
- (3) A person must not sell or otherwise transfer a spear gun to a person under the age of 14 years.  
Maximum penalty: 20 penalty units.
- (4) In this clause:  
*spear gun* means a spear gun having an overall length (being the length of the spear gun when it is not loaded with a spear) of at least 45 cm.

**131 Prescribed decisions for purposes of applications to Administrative Decisions Tribunal under section 75 (1) (g)** (cf 1997 cl 117)

- (1) The following decisions are prescribed for the purposes of section 75 (1) (g) of the Act:
- (a) a decision of the Commissioner under clause 35 refusing an application to change the premises to which a firearms dealer licence relates,
  - (b) a decision of the Commissioner under Part 8 refusing or failing to grant an approval under that Part,
  - (c) a decision of the Commissioner under Part 8 imposing conditions on an approval under that Part (or varying any such condition),
  - (d) a decision of the Commissioner under Part 8 revoking an approval under that Part,
  - (e) a decision of the Commissioner under Part 9 refusing or failing to grant an approval under that Part,
  - (f) a decision of the Commissioner under Part 9 imposing conditions on an approval under that Part,
  - (g) a decision of the Commissioner under Part 9 revoking an approval under that Part.
- (2) The persons who may make an application to the Administrative Decisions Tribunal under section 75 (1) (g) of the Act in relation to the decisions referred to in subclause (1) (e)–(g) are limited to a secretary or other relevant office holder of the club concerned.

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Part 13 Miscellaneous provisions

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**132 Offence of trespassing on a shooting range**

A person must not enter a shooting range unless the person:

- (a) is the owner or occupier of the shooting range or has the permission of the owner or occupier to enter the range, or
- (b) does so with a reasonable excuse or for a lawful purpose.

Maximum penalty: 50 penalty units.

**133 Period of ineligibility to apply for category H (sport/target shooting) licence**

If, in accordance with clause 85B of the *Firearms (General) Regulation 1997*, a person:

- (a) surrendered the person's category H (sport/target shooting) licence along with each registered pistol (other than a prohibited pistol) that the person was authorised to possess under the licence, and

(b) received compensation under that clause for each such pistol, the person is not eligible to apply for, and cannot be issued with, a category H (sport/target shooting) licence for a period of 5 years from the date of the surrender.

**134 Savings**

- (1) Any act, matter or thing that had effect under the *Firearms (General) Regulation 1997* immediately before the repeal of that Regulation is taken to have effect under this Regulation.
- (2) Without limiting subclause (1):
  - (a) any permit issued by the Commissioner under a provision of the repealed Regulation and in force immediately before the repeal of that Regulation is taken to be a permit in force under the corresponding provisions of this Regulation, and
  - (b) any approval granted by the Commissioner under a provision of the repealed Regulation and in force immediately before its repeal is taken to be an approval in force under corresponding provisions of this Regulation.



New South Wales

# Fire Brigades (General) Amendment (Charges) Regulation 2006

under the

Fire Brigades Act 1989

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Fire Brigades Act 1989*.

ANTHONY KELLY, M.L.C.,  
Minister for Emergency Services

## Explanatory note

The object of this Regulation is to incorporate, with amendments, the substantive provisions of the *Fire Brigades (Charges) Regulation 2000* in the *Fire Brigades (General) Regulation 2003*. The *Fire Brigades (Charges) Regulation 2000* is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

The provisions that are incorporated prescribe the charges that may be imposed under the *Fire Brigades Act 1989* for rendering services at the sites of hazardous material incidents and for rendering other services at the request of a person (such as inspecting premises, conducting training courses and responding to certain alarms). At present, the prescribed charges for rendering services at the sites of hazardous material incidents relate partly to the rank of the member of the fire brigade attending the site and partly to the equipment used (or made available for use) at the site. The charges prescribed by this Regulation in relation to such incidents relate solely to equipment.

This Regulation also changes the name of the *Fire Brigades (General) Regulation 2003* to the *Fire Brigades Regulation 2003*.

This Regulation is made under the *Fire Brigades Act 1989*, including sections 40 (Charges for attending fires or hazardous material incidents), 42 (Charges for other services) and 85 (the general regulation-making power).

Clause 1 Fire Brigades (General) Amendment (Charges) Regulation 2006

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## **Fire Brigades (General) Amendment (Charges) Regulation 2006**

under the

Fire Brigades Act 1989

### **1 Name of Regulation**

This Regulation is the *Fire Brigades (General) Amendment (Charges) Regulation 2006*.

### **2 Commencement**

This Regulation commences on 1 September 2006.

### **3 Amendment of Fire Brigades (General) Regulation 2003**

The *Fire Brigades (General) Regulation 2003* is amended as set out in Schedule 1.

Fire Brigades (General) Amendment (Charges) Regulation 2006

Amendments

Schedule 1

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## Schedule 1 Amendments

(Clause 3)

[1] **Clause 1 Name of Regulation**

Omit “(General)”.

[2] **Part 6 and Schedules 1 and 2**

Insert after Part 5:

### Part 6 Charges

**52 Maximum charges for rendering services in respect of hazardous material incidents: section 40 (4A)**

- (1) The charges prescribed for services rendered at the site of a hazardous material incident as described in section 40 (4A) of the Act are, in relation to each item of equipment listed in Column 1 of Schedule 1 that is used (or made available for use) at the site, the charges per hour specified in Column 2 of that Schedule opposite the item of equipment concerned, together with the charge for consumables prescribed by that Schedule.
- (2) One half of the charges specified is prescribed in respect of each half hour, or part of a half hour, during which the equipment is used (or made available for use) at the site of the incident.
- (3) However, if any fully encapsulated gas suit or spillage suit is damaged or contaminated at the site to the extent that it cannot be reused, the prescribed charge in respect of the suit concerned is the cost of replacing the suit.

**53 Charges for rendering other services: section 42**

- (1) The charges prescribed for the performance of a service specified in section 42 (1) (a)–(d) of the Act by a member of a fire brigade of a rank specified in Column 1 of Schedule 2 are the charges per hour specified in Column 2 of that Schedule opposite the rank concerned, together with the charge for consumables prescribed by that Schedule.
- (2) The amount of \$250 is prescribed for the performance of the service specified in section 42 (1) (e) of the Act (that is, the service of responding to an alarm that is afterwards discovered to have been a false alarm) if:
  - (a) the false alarm resulted from any activation of the alarm except in the course of a test of which prior notice was



## Fire Brigades (General) Amendment (Charges) Regulation 2006

## Schedule 1 Amendments

given to a fire brigade officer and that the Commissioner is satisfied was properly carried out, and

- (b) it is the second or subsequent occasion of any such false alarm by the alarm during any period of 60 days.

### Schedule 1 Charges for rendering services in relation to hazardous material incidents

(Clause 52 (1))

Column 1	Column 2
Item of equipment	Amount per hour per item
Each standard pumper	\$423
Each hazmat pumper	\$423
Each hazmat vehicle other than a hazmat pumper	\$286
Each hazmat delta decontamination shelter	\$286
Each special operations response vehicle	\$286
Each boat (including a trailer and vehicle to tow it)	\$286
Each helicopter	\$3,300
Each incident command vehicle	\$275
Each hose	\$55
Each fully encapsulated gas suit	\$275
Each spillage suit	\$55
Each self-contained breathing apparatus	\$55
Each standard gas detector	\$55
Each unit of specialised detection equipment	\$110
<b>Consumables</b>	<b>Amount</b>
Consumables	Such amount as is certified by the Commissioner to be the cost to the Commissioner of the consumables, plus 10% for handling costs

Fire Brigades (General) Amendment (Charges) Regulation 2006

Amendments

Schedule 1

**Schedule 2 Charges for rendering a service referred to in section 42 (1) (a)–(d) of the Act**

(Clause 53 (1))

<b>Column 1</b>	<b>Column 2</b>
<b>Rank of member of fire brigade</b>	<b>Amount per hour per member</b>
Chief superintendent or above	\$132
Other superintendent	\$121
Inspector	\$99
Station commander or captain	\$83
Firefighter	\$66
<b>Consumables</b>	<b>Amount</b>
Consumables	Such amount as is certified by the Commissioner to be the cost to the Commissioner of the consumables, plus 10% for handling costs



New South Wales

# Funeral Funds Regulation 2006

under the

Funeral Funds Act 1979

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Funeral Funds Act 1979*.

DIANE BEAMER, M.P.,  
Minister for Fair Trading

## Explanatory note

The object of this Regulation is to remake, with some additional provisions, the *Funeral Funds Regulation 2001*, which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

This Regulation makes provision for the following matters:

- (a) the following requirements in relation to funeral contribution funds:
  - (i) the documents to accompany applications for registration to carry on contributory funeral benefit business (clause 4 and Schedule 1) and applications for approval to alter or add to rules of a fund (clause 6),
  - (ii) registration requirements (clause 5),
  - (iii) the particulars to be included in returns by funeral contribution funds (clause 7) and in annual reports to contributors (clause 8),
  - (iv) the particulars that are to appear in the register of contributors that is kept by a fund (clause 9),
  - (v) the contents of an abstract of an actuary's report of an investigation of a funeral contribution fund (clause 10 and Schedules 2 and 3),
- (b) the following requirements in relation to pre-paid funeral funds:
  - (i) the documents to accompany applications for registration of trustees (clause 11),
  - (ii) the qualifications for registration as trustee (clause 12),
  - (iii) the accounts and registers a pre-paid funeral fund must keep (clauses 13 and 14),

Funeral Funds Regulation 2006

Explanatory note

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- (c) the following requirements in relation to pre-paid contracts:
  - (i) the information to be provided to a customer before entering into such a contract (clause 15),
  - (ii) the payment of money under such a contract (clause 16),
  - (iii) the cooling-off period for such a contract (clause 17),
  - (iv) the particulars of funeral services to be contained in such a contract (clause 18 and Schedule 4),
  - (v) the information that must be provided with such a contract (clause 19),
- (d) the fees payable to the Director-General in relation to funeral contribution funds and pre-paid funeral funds (clause 20 and Schedule 5),
- (e) minor, consequential or ancillary matters (clauses 1–3 and 21).

This Regulation is made under the *Funeral Funds Act 1979*, including section 92 (the general regulation-making power) and the sections referred to in the Regulation.

## Funeral Funds Regulation 2006

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## Funeral Funds Regulation 2006

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Funeral Funds Regulation 2006

Clause 1

Preliminary

Part 1

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## Funeral Funds Regulation 2006

under the

Funeral Funds Act 1979

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Funeral Funds Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Funeral Funds Regulation 2001* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

#### 3 Definitions

(1) In this Regulation:

***approved form*** means a form approved for the time being by the Director-General.

***the Act*** means the *Funeral Funds Act 1979*.

(2) Notes included in this Regulation do not form part of this Regulation, except for the Note in the Form set out in Schedule 3.

Clause 4 Funeral Funds Regulation 2006

Part 2 Funeral contribution funds

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## Part 2 Funeral contribution funds

### 4 Additional documents to accompany applications for registration to carry on contributory funeral benefit business: section 12

- (1) For the purposes of section 12 (2) (b) (iii) of the Act, documents containing the following are prescribed as the additional documents that must accompany an application for registration to carry on contributory funeral benefit business:
  - (a) a statement of the capital structure of the company (including the capital paid-up and the nature and value of the shares),
  - (b) a copy of each agreement made with a person for the carrying out of funeral services for the company,
  - (c) a copy of each agreement made with a person for the collection of contributions on behalf of the company,
  - (d) a description of the types of funeral services proposed to be supplied by the company,
  - (e) a statement of the company's proposed records with respect to membership, accounts and statistics,
  - (f) an actuarial assessment of the adequacy of the records referred to in paragraph (e) for the proper conduct of the contributory funeral benefit business of the company,
  - (g) a copy of the tables of contribution rates proposed to be used by the company, together with a statement of the bases and formulas from which those rates have been calculated,
  - (h) actuarial projections of the expected income and expenditure of the company over the next 10 years, prepared in accordance with Schedule 1,
  - (i) a statement of the proposed manner of providing for any financial deficiencies, including financial deficiencies appearing from the projections referred to in paragraph (h),
  - (j) a statement of the proposed method of offsetting any overdue contributions against the amount to be paid out on a contributorship if the contributor ceases contributing to the fund before any contingency occurs on which a benefit is required to be provided.
- (2) An actuarial assessment or projection referred to in subclause (1) must contain a statement to the effect that the assessment or projection has been prepared by an actuary in the knowledge of the aims of the company and of the types of contributions agreements proposed to be transacted by the company.



Funeral Funds Regulation 2006

Clause 5

Funeral contribution funds

Part 2

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**5 Requirements for registration: section 13**

- (1) For the purposes of section 13 (1) (i) of the Act, the rules of a company proposing to carry on contributory funeral benefit business must provide that, on the death of any person:
- (a) who has contributed for at least 10 years to the funeral contribution fund proposed to be constituted by the company, and
  - (b) who has ceased before his or her death so to contribute,
- the company will pay an amount, equal to the paid-up value of the person's contributions, towards the cost of a funeral service for the person to be provided under an agreement between the company and a funeral director.
- (2) For the purposes of this clause, the paid-up value of contributions paid by a person is taken to be:
- (a) the amount certified by an actuary to be the equitable share to which the person is entitled in the funeral contribution fund proposed to be constituted by the company, or
  - (b) the amount calculated in accordance with a formula certified by an actuary to be a formula from which that share can be calculated,
- having regard to the contributions paid and benefits received by the person before the person ceased contributing to the fund.

**6 Documents to accompany application for approval of alteration of or addition to rules: section 15**

For the purposes of section 15 (2) of the Act, documents containing the following must accompany an application for approval of an alteration of or addition to the rules of a funeral contribution fund:

- (a) a copy of a record of the alteration or addition, each signed by a director, and by the secretary, of the fund,
- (b) a statement, signed by an actuary, that the alteration or addition will not prejudice the stability of the fund.

**7 Additional particulars in returns by funeral contribution funds: section 24**

For the purposes of section 24 (2) (e) of the Act, the following additional particulars must be contained in a funeral contribution fund's annual return:

- (a) particulars of the number of persons who were contributing to the fund on the first day of the fund's financial year,
- (b) particulars of the number of persons who began contributing to the fund during the fund's financial year,

Clause 8 Funeral Funds Regulation 2006

Part 2 Funeral contribution funds

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- (c) particulars of the numbers of funeral benefits comprising the supply of a funeral service provided during the fund's financial year:
  - (i) for single cover contributors to the fund, and
  - (ii) for family cover contributors to the fund,
- (d) particulars of the numbers of funeral benefits comprising the payment of money provided during the fund's financial year:
  - (i) for single cover contributors to the fund, and
  - (ii) for family cover contributors to the fund,
- (e) particulars of the number of persons who ceased contributing to the fund during the fund's financial year otherwise than by reason of the death of the person, or of the person on whose behalf the contribution was being made,
- (f) particulars of the number of persons who were contributing to the fund on the last day of the fund's financial year.

**8 Particulars to be included in annual reports to contributors to funeral contribution funds: section 25A**

For the purposes of section 25A of the Act, the following particulars must be contained in the report given to a contributor to a funeral contribution fund:

- (a) the name of the contributor,
- (b) the date of the contributor's entry to the fund,
- (c) the opening balance of the contributor's account at the beginning of the period to which the report relates,
- (d) contributions made by the contributor during the year to which the report relates,
- (e) fees and government charges paid from the contributor's balance during the year to which the report relates,
- (f) information on any bonuses paid to the contributor's balance during the year to which the report relates,
- (g) the closing balance of the contributor's account at the end of the year to which the report relates,
- (h) whether the contributor is in arrears or has made advance payments,
- (i) contact details of the funeral contribution fund.

Funeral Funds Regulation 2006

Clause 9

Funeral contribution funds

Part 2

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**9 Additional particulars to appear in register of contributors to funeral contribution fund: section 26**

For the purposes of section 26 (2) (d) of the Act, if:

- (a) a person ceases to be a contributor to a funeral contribution fund, and
- (b) an amount equal to the paid-up value of the person's contributions is paid towards the cost of a funeral service for that person,

the fund must enter in its register of contributors a statement of the amount so paid.

**10 Contents of abstract of actuary's report of investigation of funeral contribution fund: section 28**

For the purposes of section 28 (3) (a) of the Act, an abstract of an actuary's report of an investigation of a funeral contribution fund:

- (a) must be prepared in the manner, and must contain the particulars, specified in Schedule 2, and
- (b) in relation to the statements and information required by clauses 2 and 3 of Schedule 2—must contain those statements and that information in the same order, and with the same numbering and lettering, as set out in the clauses under which the statements and information are required.

Clause 11 Funeral Funds Regulation 2006

Part 3 Pre-paid funeral funds

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## Part 3 Pre-paid funeral funds

### 11 Documents to accompany application for registration of trustees: section 35

For the purposes of section 35 (2) (b) of the Act, a copy of the bond or arrangement referred to in clause 12 is prescribed as a document required to accompany an application for registration as the trustee or trustees of trust funds.

### 12 Qualifications for registration as trustee: section 36

For the purposes of section 36 (1) (c) of the Act, the prescribed qualification for registration as a trustee of trust funds is that the company or group of individuals concerned has entered into a bond (or any other financial arrangement that is approved by the Director-General) for an amount that, in the opinion of the Director-General, is sufficient to secure the due administration of the trust funds for which the company or group proposes to act as trustee.

### 13 Accounts

- (1) A pre-paid funeral fund must keep accounts of all trust funds under pre-paid contracts for which the fund acts as trustee in a manner that discloses their true position and enables the accounts to be conveniently and properly audited.
- (2) In particular, the accounts must contain, in relation to each pre-paid contract for which the fund acts as trustee:
  - (a) the name and address of each person who is a party to the contract, and
  - (b) the date and file reference of the contract, and
  - (c) particulars of each amount of money paid or other valuable consideration given in respect of which the fund acts as trustee.

Maximum penalty: 2 penalty units.

### 14 Registers

A pre-paid funeral fund:

- (a) must keep a register of investments in or to the effect of the approved form, and
- (b) within 7 days after purchasing or realising an investment, or receiving interest on it, must enter details of that transaction in the register.

Maximum penalty: 2 penalty units.

Funeral Funds Regulation 2006

Clause 15

Pre-paid contracts

Part 4

---

## Part 4 Pre-paid contracts

### 15 Information that must be provided to a customer before entering into a pre-paid contract

Before a pre-paid contract is entered into for supply of funeral services, with or without the supply of goods connected with the services, by one person (*the funeral service supplier*) to another person (*the customer*), the funeral service supplier must ensure that:

- (a) the customer is provided with a document that includes all of the following information:
  - (i) the name and contact details of the funeral service supplier,
  - (ii) a statement to the effect that the use of a particular individual as the undertaker supplying the funeral service is not guaranteed,
  - (iii) the arrangements that will apply if the business of the funeral service supplier is sold to another person before the service is supplied,
  - (iv) full details of each component of the funeral service to be supplied under the contract and the costs of each component, including any applicable goods and services tax,
  - (v) information about any components of the funeral service (which may be goods, services or facilities) that will not be supplied under the contract but that may be supplied for an additional charge at the time of the customer's death and funeral (so it is clear to the customer that not all aspects of the funeral have been paid for in advance),
  - (vi) the name and contact details of the funeral fund to which payments are to be made,
  - (vii) the amount and date due of any payment instalments applying under the contract and the arrangements that will apply if the customer dies before all instalments have been paid,
  - (viii) the geographic area (including outside the State) serviced by the funeral service supplier,
  - (ix) the arrangements that will apply if the customer dies outside the area serviced by the funeral service supplier and any associated additional transaction costs,

Clause 16 Funeral Funds Regulation 2006

Part 4 Pre-paid contracts

- 
- (x) the arrangements that will apply if the customer moves out of the area (including interstate) or otherwise wishes to transfer the contract for the supply of the funeral services to another person,
  - (xi) the existence of a 30 day cooling-off period after entry into the agreement during which the customer may end the pre-paid contract and have any money paid refunded (less \$50),
  - (xii) the circumstances in which the customer has the right to cancel the contract after the cooling-off period has ended (either because of a right under section 49 of the Act or a right under the contract) and obtain a full or partial refund of money paid under the contract,
  - (xiii) a statement to the effect that the pre-paid contract is a legal document the terms of which can be changed only if both parties to the contract agree,
  - (xiv) a statement of any fees, brokerage or commission payable to any person in relation to the pre-paid contract, and
- (b) the funeral service supplier and the customer both sign the document.

Maximum penalty: 2 penalty units.

**Note.** This clause requires information to be provided before entering into a pre-paid contract. Clause 19 requires information to be provided when a pre-paid contract is entered into.

**16 Payment of money under pre-paid contract: section 40**

- (1) For the purposes of section 40 (1) of the Act, the money to be paid or other valuable consideration to be given is required to be paid to the pre-paid funeral fund within 7 business days after the pre-paid contract is entered into.
- (2) In this clause:  
*business day* means any day other than a Saturday, Sunday, public holiday or bank holiday in New South Wales.

**17 Cooling-off period for pre-paid contracts: section 49J**

- (1) For the purposes of section 49J (1) of the Act, the period of 30 days is prescribed as the period after entry into the contract in which a person may end the agreement.
- (2) For the purposes of section 49J (2) (a) of the Act, the amount of \$50 is prescribed as the amount that the pre-paid funeral fund is not required to refund to a person who has ended a pre-paid contract within the time specified in subclause (1).

Funeral Funds Regulation 2006

Clause 18

Pre-paid contracts

Part 4

---

**18 Particulars of funeral service to be contained in pre-paid contract:  
section 51**

For the purposes of section 51 of the Act:

- (a) the funeral services to which that section applies are burial services and cremation services, and
- (b) the particulars prescribed in relation to any such service are those specified in Column 2 of Schedule 4 in relation to the component of the funeral service set out in Column 1 of that Schedule.

**19 Information that must be provided with pre-paid contract**

On entry into a pre-paid contract for supply of funeral services, with or without the supply of goods connected with the services, by one person (*the funeral service supplier*) to another person (*the customer*), the funeral service supplier must ensure that:

- (a) the customer is provided with a document that includes all of the information set out in clause 15 (a), and
- (b) the funeral service supplier and the customer both sign that document.

Maximum penalty: 2 penalty units.

**Note.** This clause requires information to be provided when a pre-paid contract is entered into. Clause 15 requires information to be provided before a pre-paid contract is entered into.

Clause 20      Funeral Funds Regulation 2006

Part 5          Miscellaneous

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## **Part 5    Miscellaneous**

### **20    Fees**

The fees to be taken in the office of the Director-General are as set out in Schedule 5.

### **21    Savings**

Any act, matter or thing that had effect under the *Funeral Funds Regulation 2001* immediately before the repeal of that Regulation is taken to have effect under this Regulation.



Funeral Funds Regulation 2006

Actuarial projections

Schedule 1

---

## Schedule 1 Actuarial projections

(Clause 4 (1) (h))

### 1 Actuarial projections

- (1) The actuarial projections referred to in clause 4 (1) (h) of this Regulation must include:
  - (a) a “worst case” projection based on the assumption that a conservative expansion in the company’s contributory funeral benefit business (that is, the minimum expansion necessary to ensure the viability of the company) occurs during each of the years to which the projection relates, and
  - (b) a “best case” projection based on the assumption that a reasonably rapid expansion in the company’s contributory funeral benefit business occurs during each of the years to which the projection relates.
- (2) Each projection:
  - (a) must contain details of the basis of the projection (including the assumptions used as a basis for determining the rate of expansion in the company’s contributory funeral benefit business), and
  - (b) must contain summaries of statistics for family cover and single cover contributory funeral benefit business, and
  - (c) must separately specify the gross contributions for family cover and single cover contributory funeral benefit business payable in each of the years of the company’s projected operations, and
  - (d) must contain a projected revenue account for each of the years of the company’s projected operations, and
  - (e) must contain a projected balance sheet as at the end of each of the years of the company’s projected operations, and
  - (f) must contain a projected valuation balance sheet as at the end of each of the years of the company’s projected operations.

### 2 Summaries of statistics

- (1) The summaries of statistics referred to in clause 1 (2) (b) of this Schedule must separately specify in respect of family cover and single cover contributory funeral benefit business:
  - (a) the number of contributors, and

## Funeral Funds Regulation 2006

## Schedule 1 Actuarial projections

- 
- (b) the total amount of benefits for which the contributors to the fund are contributing as at the date of the projection, together with an estimate of the total amounts of benefits for which the contributors to the fund are likely to be contributing during each of the years to which the projection relates, based on the retail prices of the services included in those benefits, but excluding any contingent benefits in respect of the children of the contributors.
- (2) The summaries of statistics referred to in clause 1 (2) (b) of this Schedule must take into account:
- (a) all business likely to be existing at the beginning of each of the years to which the projection relates, and
  - (b) all business likely to be acquired during each of those years, and
  - (c) all business likely to be discontinued during each of those years, classified according to the cause of the discontinuation.

**3 Projected revenue account**

The projected revenue account must distinguish between the following types of income and expenditure:

- (a) income derived from contributions,
- (b) income derived from investments,
- (c) income derived from other sources,
- (d) claims,
- (e) new contributorship commissions,
- (f) other expenses involved in the acquisition of new contributorships,
- (g) contributorship renewal commissions,
- (h) other expenses involved in the renewal of existing contributorships,
- (i) income tax.

Funeral Funds Regulation 2006

Actuarial abstracts

Schedule 2

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## Schedule 2 Actuarial abstracts

(Clause 10)

### 1 Definitions

In this Schedule:

**contribution term**, in relation to a contract with a contributor, means the period during which contributions are payable under the contract.

**date** of a valuation means the date as at which the valuation is made.

**inter-valuation period**, in relation to an abstract prepared for the purposes of section 28 (3) (a) of the Act, means the period that ends on the date of the valuation included in the report on which the abstract is based and that begins:

- (a) if a valuation has previously been made for the purposes of an investigation under section 28 (1) of the Act—on the date of the previous valuation, or
- (b) if no such valuation has previously been made, but a like valuation has been made—on the date of the like valuation, or
- (c) if no such valuation has previously been made and a like valuation has not been made—on the date on which the company to which the valuation relates began carrying on contributory funeral benefit business.

**net contributions**, in relation to a valuation, means those contributions for which credit is taken in the valuation.

### 2 Statements to appear in abstract

The following statements must be prepared in the approved form and must be annexed to every abstract furnished for the purposes of section 28 (3) (a) of the Act:

- (a) a consolidated revenue account for the inter-valuation period,
- (b) a summary and valuation of the contributors to the fund at the valuation date,
- (c) a valuation balance sheet,
- (d) a statement of the rules of the fund that provide for the fund, and that define the benefits payable by, and the contributions payable to, the fund,
- (e) a summary of the contributorship to the fund.

## Funeral Funds Regulation 2006

## Schedule 2 Actuarial abstracts

**3 Information to appear in abstract**

- (1) The following information must be shown in every abstract prepared for the purposes of section 28 (3) (a) of the Act:
- (a) the valuation date,
  - (b) the general principles, and full details of the methods, adopted in the valuation,
  - (c) if, in the valuation:
    - (i) published tables were used of mortality or of any other contingencies (including family composition) on which payment of benefits or contributions depends—the name and date of those tables, or
    - (ii) unpublished tables were used of any of the contingencies referred to in subparagraph (i)—the matters set out in the form in Schedule 3 (or the date of any previous abstract in which identical statements in or to the effect of the matters set out in that form were made),
  - (d) the rate of interest assumed in the valuation in relation to the assets of the fund,
  - (e) if, by the method of valuation, future expenses are allowed for by reserving a proportion of annual contributions—that proportion,
  - (f) the average rates of interest earned by the assets of the fund for each of the 5 years preceding the valuation date or, if the company registered as the fund was formed less than 5 years before that date, for each year, or part of a year, since that formation,
  - (g) the total surplus or total deficiency arising during the inter-valuation period, including surplus sums transferred to reserve funds or other accounts during the period, and the amount of surplus or deficiency brought forward from the preceding valuation,
  - (h) the means by which the surplus or deficiency brought forward from the previous valuation and the surplus or deficiency arising during the inter-valuation period have been dealt with,
  - (i) the contribution rates (in tabular form, if practicable) in force at the valuation date and referred to the following determinants:
    - (i) whether the rates apply in respect of single lives or for family cover,
    - (ii) the ages at entry of the contributors,
  - (j) the effect of a contributor's change in marital status on the contribution rate determined in respect of the contributor,

## Funeral Funds Regulation 2006

## Actuarial abstracts

## Schedule 2

- 
- (k) the benefits to be provided and the retail values, at the valuation date, of those benefits, according to the contribution rates specified pursuant to paragraph (i),
  - (l) the changes that have occurred in contribution rates during the inter-valuation period and the dates of those changes.
- (2) The statement of principles and methods referred to in subclause (1) (b) must include statements on the following matters:
- (a) whether the principles were determined by the constitution or by its other rules, or, if not, how the principles were determined,
  - (b) the method by which the values of actuarial liabilities have been arrived at and how the ages at entry and contribution terms have been treated for the purposes of the valuation,
  - (c) how the valuation ages and the future contribution terms have been treated for the purposes of the valuation,
  - (d) if a proposed benefit is a funeral service—the future changes in the amount of the benefit that have been allowed for in the valuation,
  - (e) if a proposed benefit is expressed as a cash amount—the rate and type of future bonus (if any) on the bonus that has been allowed for in the valuation, where, by the method of valuation, definite provision is made for future bonuses,
  - (f) if the rules of the fund provide for increases of contributions—details of the future increases in contributions for which credit has been taken in the valuation,
  - (g) the method of allowing for the incidence of the contribution income,
  - (h) the method of allowing for the frequency of contribution payments,
  - (i) the method of allowing for the immediate payment of benefits,
  - (j) the method of allowing for future expenses,
  - (k) the method of allowing for present and possible future liabilities in respect of persons whose contributions have lapsed if those persons are not included in the valuation,
  - (l) if the rules of the fund provide for the waiver of a contributor's contributions during his or her disability or unemployment or during some other specified contingency—the method of allowing for liabilities in respect of present and possible future waivers of contributions,

## Funeral Funds Regulation 2006

Schedule 2 Actuarial abstracts

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- (m) whether, under the valuation method adopted, any contributorship would be treated as an asset, and what steps have been taken to eliminate any such asset from the valuation,
- (n) how the mortality experienced by the fund compares with the mortality assumed in the valuation.

**4 Particular requirements as to calculation and presentation**

- (1) If, in an abstract prepared for the purposes of section 28 (3) (a) of the Act or in a statement annexed to such an abstract, amounts of money are shown otherwise than as contribution rates, they must be shown to the nearest dollar.
- (2) In stating the proportion of contributions reserved as referred to in clause 3 (1) (e) of this Schedule, no credit may be taken for any adjustments made in order to ensure that no agreement to contribute to the fund is treated as an asset.
- (3) In calculating the average rate of interest earned in any year, as stated for the purposes of clause 3 (1) (f) of this Schedule, the interest earned in that year must be divided by the mean fund of that year, where:
  - (a) the interest earned in that year is taken as the whole of the investment income credited to the fund during that year, and
  - (b) the mean fund of that year is ascertained by adding half of the value of the fund as it stood at the beginning of that year to half of the value of the fund as it stood at the end of that year, and deducting from that sum half the interest earned in that year.

**5 Statements in actuarial abstracts**

An abstract prepared for the purposes of section 28 (3) (a) of the Act:

- (a) must be signed by the actuary who made the relevant investigation under section 28 (1) of the Act, and
- (b) must contain a statement, signed by the actuary, to the effect that the abstract is in accordance with the valuation report on which it purports to be based, and
- (c) if the actuary is a permanent officer of the fund concerned—must contain a statement, signed by the actuary, to the effect that the actuary is satisfied that the data on which the valuation is based is accurate, and

Funeral Funds Regulation 2006

Actuarial abstracts

Schedule 2

- 
- (d) if the actuary is not a permanent officer of the fund concerned—  
must contain:
- (i) a statement, signed by the actuary, specifying the precautions the actuary has taken to ensure that the data on which the valuation is based is accurate, and
  - (ii) a statement, signed by a permanent officer of the fund, to the effect that the officer is satisfied that the data supplied to the actuary as the basis of the valuation is accurate.

## Funeral Funds Regulation 2006

## Schedule 3 Table of mortality or other contingencies

**Schedule 3 Table of mortality or other contingencies**

(Clause 3 of Schedule 2)

**Table of mortality or other contingencies**

Specimen valuation liabilities used by (*Name of fund*) determined by class of contributor, age of contributor on joining fund and period of payment of contributions by contributor, in valuation made at (*date*):

Contributions paid by contributors at that date, determined according to the same factors:

Period during which contributor has been paying contributions		5 years		10 years		(see note)	
Class of contributor	Age of contributor (years)	Current contribution rate	Valuation liability	Current contribution rate	Valuation liability	Current contribution rate	Valuation liability
1 Male who was single at the time he commenced to contribute and who has not since married	20 30 40 50						
2 Female who was single at the time she commenced to contribute and who has not since married	20 30 40 50						
3 Male who was already married at the time of commencing to contribute and who has remained married to the same woman, that woman being 5 years younger than he	20 30 40 50						



Funeral Funds Regulation 2006

Table of mortality or other contingencies

Schedule 3

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**Note.** Add like columns as necessary corresponding to intervals of 10 years until all periods of contributions on which valuation is based are accounted for in this table.

Current retail value (at the valuation date) of the funeral service that is taken as the basis of the valuation liabilities stated in the table is as follows:

Basis on which provision is made for future expenses in this table is as follows:

Signature:

Date:

## Funeral Funds Regulation 2006

## Schedule 4 Particulars of funeral service

**Schedule 4 Particulars of funeral service**

(Clause 18)

<b>Column 1</b>	<b>Column 2</b>
<b>Component of funeral service</b>	<b>Particulars</b>
Supply of coffin or casket	The principal material to be used in the coffin or casket The type of lid on, and the method of closure of, the coffin or casket The types of any external or internal trimmings on or in the coffin or casket The finish to be applied to the external surfaces of the coffin or casket
Provision of vehicles	The classes of vehicles The number of vehicles in each class
Conveyance of persons and the remains of the deceased	The maximum distance over which conveyance will be provided The maximum number of persons who will be conveyed The hours and days when conveyance will be provided without additional charge
Disposal of the remains of the deceased	Whether disposal is to be by way of burial or cremation
Provision of memorial or urn	The design, size and material of the memorial or urn

Funeral Funds Regulation 2006

Fees

Schedule 5

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**Schedule 5 Fees**

(Clause 20)

<b>Matter</b>	<b>Fee</b>
For registering a funeral contribution fund	\$399
For registering a pre-paid funeral fund	\$399
For approving an alteration of or addition to the rules of a funeral contribution fund	\$133
For confirming a scheme of transfer or amalgamation of the contributory funeral benefit business of a funeral contribution fund	\$53
For confirming a scheme of transfer of trust funds under pre-paid contracts	\$53
For receiving an application for an extension or reduction of time for the doing of any act required by or under the Act to be done	\$53
For receiving a return and any accompanying documents referred to in section 24 (1) of the Act or a return referred to in section 49G (1) of the Act	\$53
For receiving a copy of an auditor's report on a pre-paid funeral fund under section 49C (2) of the Act	\$53
For providing a copy of a return or document, or part of a return or document, certified under the hand and seal of the Director-General to be a true copy	\$1 per page provided that the total fee does not exceed \$37
For confirming the appointment of a substitute or additional trustee under section 38 of the Act	\$53

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New South Wales

# Marine Pollution Regulation 2006

under the

Marine Pollution Act 1987

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Marine Pollution Act 1987*.

JOSEPH TRIPODI, M.P.,  
Minister for Ports and Waterways

## Explanatory note

The object of this Regulation is to remake, without substantial alteration, the *Marine Pollution Regulation 2001*, which will be repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

This Regulation prescribes matters required to be prescribed under the *Marine Pollution Act 1987* for the purpose of that Act's application to New South Wales waters of the *International Convention for the Prevention of Pollution from Ships 1973*. This Regulation also adopts Parts 91 and 93 of the *Marine Orders* of the Commonwealth (Parts that relate to the same subject). Schedule 3 to this Regulation makes a number of modifications to those Orders.

This Regulation also makes specific provision with respect to oil spills and to the control of toilet and galley waste from vessels.

This Regulation comprises or relates to matters of a machinery nature, matters arising under legislation that is substantially uniform or complementary with legislation of the Commonwealth and matters that are not likely to impose an appreciable burden, cost or disadvantage on any sector of the public.

This Regulation is made under the *Marine Pollution Act 1987*, including section 61 (the general regulation-making power) and the sections referred to in the clauses of the Regulation.

## Marine Pollution Regulation 2006

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Marine Pollution Regulation 2006

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Page 3

Clause 1	Marine Pollution Regulation 2006
Part 1	Preliminary

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## Marine Pollution Regulation 2006

under the

Marine Pollution Act 1987

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Marine Pollution Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Marine Pollution Regulation 2001* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

#### 3 Definitions

(1) In this Regulation:

**AMSA** means the Australian Maritime Safety Authority.

**Authority** means the Maritime Authority of NSW constituted under Part 4 of the *Ports Corporatisation and Waterways Management Act 1995*.

**marine safety authority of another State or Territory** means the following:

- (a) AMSA,
- (b) the Marine Safety Branch of the Department of Planning and Infrastructure of the Northern Territory,
- (c) Maritime Safety Queensland,
- (d) the Department for Transport, Energy and Infrastructure of South Australia,
- (e) Marine and Safety Tasmania,
- (f) Marine Safety Victoria,
- (g) the Department for Planning and Infrastructure of Western Australia.

Marine Pollution Regulation 2006

Clause 3

Preliminary

Part 1

---

**Port Corporation** means Newcastle Port Corporation, Port Kembla Port Corporation or Sydney Ports Corporation (each of which is constituted by the *Ports Corporatisation and Waterways Management Act 1995*).

**the Act** means the *Marine Pollution Act 1987*.

- (2) In this Regulation, a reference to a pipeline or a purpose-built pipeline includes a reference to any fittings and valves of the pipeline concerned.
- (3) Notes included in this Regulation (other than the notes in Schedule 1) do not form part of this Regulation.



Clause 4 Marine Pollution Regulation 2006

Part 2 State waters

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## Part 2 State waters

### 4 Waters prescribed as State waters

For the purposes of the definition of *State waters* in section 3 (1) of the Act, the prescribed waters are such parts of the waters of the following Ports (as described in Schedule 1 to the *Ports Corporatisation and Waterways Management Regulation 2002* beneath the name of the port concerned) as are within the limits of the State:

- (a) Botany Bay,
- (b) Clarence River (Yamba),
- (c) Newcastle Harbour,
- (d) Port Kembla,
- (e) Sydney Harbour,
- (f) Eden.

Marine Pollution Regulation 2006

Clause 5

Pollution by oil or noxious substances

Part 3

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## **Part 3 Pollution by oil or noxious substances**

### **5 Prescribed officers**

- (1) For the purposes of sections 8 (2), 13 (3) and (4), 18 (2), 23 (5) and (6), 27 (2), 50 (3) and 58 (d) and (e) of the Act, the following officers are prescribed officers:
  - (a) each harbour master,
  - (b) the following officers of Newcastle Port Corporation, Port Kembla Port Corporation and Sydney Ports Corporation:
    - (i) the Chief Executive Officer,
    - (ii) the General Manager,
    - (iii) the Company Secretary,
  - (c) the following officers of the Authority:
    - (i) each Regional Manager,
    - (ii) each Boating Service Officer,
    - (iii) the Manager Commercial Operations,
    - (iv) the Manager Marine Environment and Protection.
- (2) For the purposes of section 18 (6), (7), (8) and (9) of the Act, the Manager, Ship Inspections, of AMSA is a prescribed officer.

### **6 Notification of discharges**

- (1) For the purposes of sections 10 (1) and (3) and 20 (1) and (3) of the Act, a prescribed incident is to be notified by the quickest means available and conveyed through AMSA, a Port Corporation or the Authority.
- (2) If the notification is conveyed through AMSA, it must:
  - (a) commence with the code letters POLREP, and
  - (b) contain the name and radio call sign (if any) of the ship concerned.
- (3) If the notification is conveyed through a Port Corporation or the Authority, it must contain:
  - (a) the name and radio call sign (if any) of the ship concerned, and
  - (b) the name of the person notifying the incident, and
  - (c) the position of the ship.

Clause 7	Marine Pollution Regulation 2006
Part 3	Pollution by oil or noxious substances

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### **7 Time for furnishing discharge report**

For the purposes of sections 10 (6) and (7) and 20 (6) and (7) of the Act, a report must be furnished to the Minister in relation to a prescribed incident not later than 24 hours after receipt of a request for a report, or within such further time (not exceeding a further 14 days) as the Minister may allow.

### **8 Discharge reports**

For the purposes of sections 10 (6) and (7) and 20 (6) and (7) of the Act, Form 1 of Schedule 1 is the prescribed form in relation to a discharge or probable discharge of:

- (a) oil or an oily mixture, or
- (b) a noxious liquid substance that is carried as a cargo or part cargo in bulk.

### **9 Oil record book**

- (1) An oil tanker to which section 11 of the Act applies is to carry an oil record book:
  - (a) in the form set out in Part I of Appendix III to Annex I of the Convention, or
  - (b) in the form of both Parts of the *Oil Record Book* published by AMSA.
- (2) A ship (other than an oil tanker) to which section 11 of the Act applies is to carry an oil record book:
  - (a) in the form set out in Part II of Appendix III to Annex I of the Convention, or
  - (b) in the form of Part 1 of the *Oil Record Book* published by AMSA.

**Note.** The *Oil Record Book* published by AMSA is available on AMSA's website.

### **10 Matters to be recorded in oil record book**

- (1) For the purposes of section 11 (5) of the Act:
  - (a) each of the following operations (being a machinery space operation) is a prescribed operation in relation to a ship (including an oil tanker):
    - (i) the ballasting or cleaning of an oil fuel tank,
    - (ii) a discharge of dirty ballast or cleaning water from an oil fuel tank,
    - (iii) a disposal of oily residues (sludge),
    - (iv) a discharge overboard or other disposal of bilge water that has accumulated in any machinery space, and

Marine Pollution Regulation 2006

Clause 10

Pollution by oil or noxious substances

Part 3

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- (b) each of the following operations (being a cargo operation or a ballast operation) is a prescribed operation in relation to an oil tanker:
- (i) the loading of oil cargo,
  - (ii) an internal transfer of oil cargo during a voyage or in port,
  - (iii) the unloading of oil cargo,
  - (iv) the ballasting of a cargo tank or a dedicated clean ballast tank,
  - (v) the cleaning of a cargo tank (including crude oil washing),
  - (vi) a discharge of ballast from a tank other than a segregated ballast tank,
  - (vii) a discharge of water from a slop tank,
  - (viii) the closing, after an operation referred to in subparagraph (vii), of all applicable valves or similar devices,
  - (ix) the closing, after an operation referred to in subparagraph (vii), of valves necessary for the isolation of a dedicated clean ballast tank from cargo and stripping lines after slop tank discharge operations,
  - (x) a disposal of residues.
- (2) For the purposes of section 11 (5) of the Act, each of the following occurrences is a prescribed occurrence in relation to a ship (including an oil tanker):
- (a) the discharge into the sea of oil or an oily mixture from the ship for the purpose of securing the safety of the ship or of saving life at sea,
  - (b) the discharge into the sea of oil or an oily mixture in consequence of damage to the ship or its equipment,
  - (c) the discharge into the sea of substances containing oil for the purpose of combating specific pollution incidents,
  - (d) the failure of the ship's oil discharge monitoring and control system,
  - (e) the discharge into the sea of oil or an oily mixture, being:
    - (i) a discharge for an exceptional purpose other than a purpose referred to in paragraph (a) or (c), or
    - (ii) an accidental discharge other than a discharge referred to in paragraph (b).

Clause 11	Marine Pollution Regulation 2006
Part 3	Pollution by oil or noxious substances

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### 11 Cargo record book

For the purposes of section 21 of the Act, the prescribed form of cargo record book is:

- (a) the form set out in Appendix IV to Annex II of the Convention, or
- (b) the *Cargo Record Book* published by AMSA.

**Note.** The *Cargo Record Book* published by AMSA is available on AMSA's website.

### 12 Matters to be recorded in cargo record book

- (1) For the purposes of section 21 (5) of the Act, each of the following operations is a prescribed operation in relation to a ship:
  - (a) the loading of cargo,
  - (b) an internal transfer of cargo during a voyage or in port,
  - (c) the unloading of cargo,
  - (d) the ballasting of a cargo tank,
  - (e) the cleaning of a cargo tank,
  - (f) a discharge of ballast from a cargo tank,
  - (g) a disposal of residues to a reception facility,
  - (h) the discharge of a noxious liquid substance, or of a mixture containing such a substance, into the sea in accordance with Regulation 5 of Annex II of the Convention,
  - (i) the removal by ventilation procedures of cargo residues from a tank in accordance with Regulation 5 of Annex II of the Convention.
- (2) For the purposes of section 21 (5) of the Act, each of the following occurrences is a prescribed occurrence in relation to a ship:
  - (a) the discharge into the sea of a noxious liquid substance, or of a mixture containing such a substance, for the purpose of securing the safety of the ship or of saving life at sea,
  - (b) the discharge into the sea of a noxious liquid substance, or of a mixture containing such a substance, in consequence of damage to the ship or its equipment,
  - (c) the discharge into the sea of a noxious liquid substance, or of a mixture containing such a substance, being:
    - (i) a discharge for an exceptional purpose other than a purpose referred to in paragraph (a), or
    - (ii) an accidental discharge other than a discharge referred to in paragraph (b).

Marine Pollution Regulation 2006

Clause 13

Pollution by oil or noxious substances

Part 3

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**13 Regulation 8 of Annex II to have the force of law**

- (1) The provisions of Regulation 8 of Annex II of the Convention, other than paragraph (1) of that Regulation, apply to, and in relation to, the washing of a tank of a ship from which a noxious liquid substance has been unloaded.
- (2) If a tank of a ship from which a noxious liquid substance has been unloaded is not washed in accordance with whichever of the provisions of Regulation 8 of Annex II of the Convention is applicable to the tank (having regard to whether the substance unloaded from the tank is a Category A, B, C or D substance), the master of the ship is guilty of an offence.  
Maximum penalty: 20 penalty units.
- (3) In the application of Regulation 8 of Annex II of the Convention to, or in relation to, the washing of a tank of a ship:
  - (a) a reference to the receiving Party is to be read as a reference to Australia or the State, and
  - (b) a reference to the Administration is to be read as a reference to a person designated by AMSA or by the Chief Executive of the Authority, and
  - (c) a reference to the surveyor (however described), including a surveyor authorised for the purpose of implementing that Regulation, is to be read as a reference to the Administration (as defined in paragraph (b)).
- (4) A surveyor is to comply, in the exercise of any power, or the performance of any function, for the purpose of implementing Regulation 8 of Annex II of the Convention, with any control procedures developed by the International Maritime Organization.
- (5) An exemption referred to in paragraph (2) (b) or (5) (b) of Regulation 8 of Annex II of the Convention may be granted only to a ship engaged in voyages to ports or terminals under the jurisdiction of States (other than Australia) that are parties to the Convention. When such an exemption has been granted to a ship, the appropriate entry made in the ship's cargo record book is to be endorsed by a surveyor.

Clause 14 Marine Pollution Regulation 2006

Part 4 Pollution relating to transfer operations

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## **Part 4 Pollution relating to transfer operations**

### **14 Purpose-built pipelines**

For the purposes of the definition of *purpose-built pipeline* in section 25 (1) of the Act, the pipelines described in Schedule 2 are prescribed.

### **15 Notification of discharges**

For the purposes of section 28 (1) of the Act, a discharge to which Part 4 of the Act applies is to be notified by the quickest means available and conveyed through AMSA, a Port Corporation or the Authority and containing:

- (a) in the case of a discharge from a ship or from an apparatus on a ship—the name and radio call-sign (if any) of the ship concerned followed by the name of the person notifying the discharge and the position of the ship, or the location of the ship within a port, or
- (b) in the case of a discharge from a place on land, from an apparatus or from a purpose-built pipeline—the name and address of the person notifying the discharge and the location of the discharge.

### **16 Time for furnishing discharge report**

For the purposes of section 28 (3) of the Act, a report must be furnished to the Minister in relation to a discharge not later than 24 hours after receipt of a request for a report, or within such further time (not exceeding a further 14 days) as the Minister may allow.

### **17 Discharge reports**

For the purposes of section 28 (3) of the Act, the prescribed form is Form 1 in Schedule 1.

Marine Pollution Regulation 2006

Clause 18

Ships carrying or using oil or carrying noxious liquid substances

Part 5

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## **Part 5 Ships carrying or using oil or carrying noxious liquid substances**

### **18 Surveys of ships**

For the purposes of sections 38 and 43 of the Act, each period of 5 years (the first of which commenced on 1 September 2001) is a prescribed period in relation to a ship referred to in either of those sections.

**Note.** Clause 19 of the *Marine Pollution Regulation 2001* provided that the first such five-year period commenced on the commencement of that clause (that is, on 1 September 2001).

### **19 Adoption of Commonwealth Orders and Regulations**

- (1) The Marine Orders, Part 91 (*Marine Pollution Prevention—Oil*) and Part 93 (*Marine Pollution Prevention—Noxious Liquid Substances*), as in force on 5 April 2005, and made by AMSA under the *Navigation Act 1912* and the *Protection of the Sea (Prevention of Pollution from Ships) Act 1983* (both Acts being Acts of the Commonwealth) are adopted, subject to the modifications set out in Schedule 3.
- (2) A master of a ship who fails to comply with a provision of an Order adopted under subclause (1) that is expressed in the Order concerned to be a penal provision is guilty of an offence against this Regulation.  
Maximum penalty: 20 penalty units.

### **20 Ship construction certificates and chemical tanker construction certificates**

- (1) A certificate issued by a marine safety authority of another State or Territory certifying that a ship is constructed in accordance with the provisions of Annex I of the Convention is prescribed for the purposes of Division 2 of Part 5 of the Act.
- (2) A certificate issued by a marine safety authority of another State or Territory certifying that a ship is constructed in accordance with the provisions of Annex II of the Convention is prescribed for the purposes of Division 3 of Part 5 of the Act.

### **21 Notice of alteration or damage to ship**

For the purposes of sections 37 (1) and 42 (1) of the Act, the prescribed form is Form 2 in Schedule 1.



Clause 22 Marine Pollution Regulation 2006

Part 6 Oil spill response plans—trading ships

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## Part 6 Oil spill response plans—trading ships

### 22 Definitions

In this Part:

*oil* includes:

- (a) any kind of liquid, viscid, unctuous, inflammable, chemically neutral substance that is lighter than and insoluble in water and soluble in alcohol and ether, and
- (b) any derivative of a chemically neutral substance referred to in paragraph (a) or of such a substance mixed with water.

*trading ship* means a ship that is used wholly or principally for the carriage of cargo (including oil).

### 23 Trading ships to be equipped to deal with oil spills

- (1) A trading ship must, while on any voyage to or from Lord Howe Island, or on any voyage on which Lord Howe Island is a port of call, have on board:
  - (a) an oil spill response plan approved (either generally or in a particular case) by the Minister, and
  - (b) any equipment, materials and substances required by that plan, and
  - (c) a master and crew trained in accordance with that plan.
- (2) The owner and the master of a trading ship are each guilty of an offence if the vessel is operated in contravention of subclause (1).  
Maximum penalty: 100 penalty units.

### 24 Requirements of an oil spill response plan

- (1) An oil spill response plan required by clause 23 (1) may be approved by the Minister only if the plan provides for the following matters:
  - (a) the equipment, materials and substances to be carried on board a trading ship to assist in dealing with, and minimising the damage from, any oil spilled from the ship,
  - (b) the way in which that equipment and those materials and substances are to be stowed and maintained,
  - (c) the action to be taken by the master and crew of the ship if an oil spill occurs,
  - (d) the relevant training to be completed by the master and crew.
- (2) Subclause (1) does not limit the matters that may be included in an oil spill response plan.

Marine Pollution Regulation 2006

Clause 25

Control of toilet and galley waste from vessels

Part 7

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## Part 7 Control of toilet and galley waste from vessels

### Division 1 Preliminary

#### 25 Definitions

In this Part:

**aquaculture** means the commercial production, including breeding, hatching, rearing or cultivation, of marine, estuarine or fresh water organisms, including aquatic plants or animals (such as fin fish, crustaceans, molluscs or other aquatic vertebrates).

**certified on-board sewage treatment system** means an on-board sewage treatment system that has been tested and certified as treating sewage in accordance with the sewage discharge standard by an authority certified by the National Association of Testing Authorities (NATA) as being competent to test and certify on-board sewage treatment systems.

**Class 1 commercial vessel** means a commercial vessel for which a class 1 (passenger vessels) permit is in force under the *Commercial Vessels Act 1979*.

**Class 4 commercial vessel** means a commercial vessel for which a class 4 (hire and drive vessels) permit is in force under the *Commercial Vessels Act 1979*.

**commercial vessel** means any vessel used or intended to be used for or in connection with any business or commercial activity, and includes (but is not limited to) a vessel used or intended to be used wholly or principally for:

- (a) carrying passengers or cargo for hire or reward, whether within or outside State waters or in the course of overseas or interstate voyages, or
- (b) providing services to vessels for reward.

**greywater** means galley waste and shower and bath water from a vessel and any other waste water from a vessel, but does not include waste from a toilet.

**greywater tank** means any permanent container or receptacle on a vessel that:

- (a) is designed and constructed to receive discharge from any galley, bath or shower on the vessel and to retain the discharge for disposal at a waste collection facility, and
- (b) is separate from any holding tank if the waste collection facility to be used requires faecal matter to be discharged separately from any greywater.

Clause 25	Marine Pollution Regulation 2006
Part 7	Control of toilet and galley waste from vessels

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**holding tank** means any permanent container or receptacle on a vessel that is designed and constructed to receive waste from a toilet on the vessel and to retain the waste for disposal at a waste collection facility.

**inland waters** means navigable waters not subject to tidal influence.

**length** means length overall.

**marina** means premises consisting of one or more moorings, pontoons, jetties, piers or other structures (whether water-based or land-based) that are designed to provide:

- (a) accommodation for, or a means of securing, a vessel, and
- (b) a slipway or some other way of taking a vessel out of the water, and
- (c) at least one of the following:
  - (i) a shipwright service,
  - (ii) sewage pumpout facilities for vessels,
  - (iii) dinghy or tender storage,
  - (iv) fuel for vessels,
  - (v) engineering services for vessels,
  - (vi) mechanical repair services for vessels,
  - (vii) tender services,
  - (viii) provisioning services for vessels,
  - (ix) any other similar marine services or facilities.

**Murray River** includes:

- (a) the navigable waters of that part of the Darling River and its tributaries from the junction of that river with the Murray River upstream approximately 42 kilometres to the overhead crossing at Avoca, and
- (b) the navigable waters of the anabranches of the Murray River, and
- (c) the backed up waters of all dams and other impoundments on the Murray River from the South Australian border upstream to the source of the Murray River.

**navigable waters** means all waters (whether or not in the State) that are from time to time capable of navigation and are open to or used by the public for navigation, whether on payment of a fee or otherwise.

**on-board sewage treatment system** means a sewage waste treatment system installed on a vessel.

**operator** of a marina means the person who has the control and management of the marina.

**owner** of a vessel has the same meaning as it has in section 7 of the *Marine Safety Act 1998*.

Marine Pollution Regulation 2006

Clause 26

Control of toilet and galley waste from vessels

Part 7

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***sewage discharge standard*** means the Standard specified in Schedule 4.

***Sydney Harbour locality*** means the waters of Sydney Harbour, including the waters of all tidal bays, rivers and their tributaries connected or leading to the Harbour bounded by mean high water mark and lying to the west of a line commencing at the southernmost point of North Head and running to the northernmost point of South Head.

***toilet*** includes a urinal.

***treated sewage*** means sewage that has been treated in accordance with the sewage discharge standard.

***untreated sewage*** means sewage that has not been treated in accordance with the sewage discharge standard.

***vessel*** includes watercraft of any description used or capable of being used as a means of transportation on or in water.

***waste collection facility*** means a facility that is designed and constructed to receive the contents of a holding tank, portable toilet or greywater tank and contains facilities where faecal matter can be discharged separately from greywater where signs at the facility indicate that this is a requirement.

## **Division 2 Sewage from vessels**

### **26 No discharge of untreated sewage**

- (1) A person must not discharge or deposit untreated sewage from a vessel into any navigable waters or onto the bank or bed of any navigable waters unless the sewage is discharged or deposited:
- (a) into a waste collection facility, or
  - (b) in accordance with an environment protection licence issued under the *Protection of the Environment Operations Act 1997*.

Maximum penalty: 100 penalty units.

- (2) The owner and master of a vessel are each guilty of an offence if untreated sewage is discharged or deposited from the vessel by any person in contravention of subclause (1).

Maximum penalty: 100 penalty units.

- (3) It is a defence to a prosecution for an offence under subclause (2) if the defendant shows that all reasonable measures were taken to prevent the discharge or deposit from the vessel.

Clause 27	Marine Pollution Regulation 2006
Part 7	Control of toilet and galley waste from vessels

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### **27 No discharge zones for treated sewage**

- (1) This clause applies to the following waters:
- (a) all inland waters,
  - (b) all intermittent closing and opening lagoons,
  - (c) waters in, and waters within 500 metres of, any of the following:
    - (i) an area in which aquaculture occurs,
    - (ii) an area normally used for swimming,
    - (iii) a beach,
    - (iv) a marine park (within the meaning of the *Marine Parks Act 1997*),
    - (v) an area declared to be an aquatic reserve under the *Fisheries Management Act 1994*,
  - (d) waters in which, and waters with 500 metres of waters in which, there is any of the following:
    - (i) a person,
    - (ii) a moored or anchored vessel,
    - (iii) a marina.
- (2) A person must not discharge or deposit treated sewage from a vessel into any waters to which this clause applies or onto the bank or bed of any such waters or any adjacent waters unless the sewage is discharged or deposited:
- (a) into a waste collection facility, or
  - (b) in accordance with an environment protection licence issued under the *Protection of the Environment Operations Act 1997*.
- Maximum penalty: 100 penalty units.
- (3) The owner and master of a vessel are each guilty of an offence if treated sewage is discharged or deposited from the vessel by any person in contravention of subclause (2).
- Maximum penalty: 100 penalty units.
- (4) It is a defence to a prosecution for an offence under subclause (3) if the defendant shows that all reasonable measures were taken to prevent the discharge or deposit from the vessel.

### **28 On-board sewage treatment systems to be certified**

- (1) The owner of a vessel operating in navigable waters is guilty of an offence if the vessel is fitted with an on-board sewage treatment system that is not a certified on-board sewage treatment system.

Marine Pollution Regulation 2006

Clause 29

Control of toilet and galley waste from vessels

Part 7

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- (2) The owner of a vessel must ensure that any on-board sewage treatment system on the vessel:
- (a) is fitted in accordance with the manufacturer's instructions (if any), and
  - (b) is maintained in good condition, and
  - (c) does not exceed its maximum treatment capacity as specified by the manufacturer.

Maximum penalty: 100 penalty units.

### **29 Sewage requirements—Class 1 and Class 4 commercial vessels**

- (1) The owner of a Class 1 commercial vessel or a Class 4 commercial vessel must ensure that:
- (a) the vessel has a toilet fitted that is connected properly to a holding tank that:
    - (i) is of a capacity that complies with Schedule 5, and
    - (ii) complies with the provisions of Schedule 6 and has been tested in accordance with that Schedule, or
  - (b) if it is not structurally possible to install a holding tank on the vessel or the vessel has a certified on-board sewage treatment system, there is a plan of management for the vessel that has been approved under clause 30.
- (2) The owner of a Class 1 commercial vessel or a Class 4 commercial vessel must ensure that any toilet, holding tank and associated fittings on the vessel are maintained in good condition.
- (3) The owner of a Class 1 commercial vessel or a Class 4 commercial vessel must not cause or permit any holding tank on the vessel to be modified or removed unless the consent in writing of the Minister is first obtained.
- (4) The owner of a Class 1 commercial vessel or a Class 4 commercial vessel for which a plan of management has been approved under clause 30 is guilty of an offence if the vessel is operated in contravention of the plan of management.

Maximum penalty: 100 penalty units.

### **30 Plans of management for waste from vessels**

- (1) The owner of a Class 1 commercial vessel or a Class 4 commercial vessel may submit a plan of management to the Minister for approval for the management of waste in relation to the vessel.
- (2) A plan of management submitted to the Minister for approval must:
- (a) be in a form approved by the Minister, and

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- (b) be accompanied by an application fee of \$150, and
  - (c) describe the proposed operations of the vessel, and
  - (d) specify the waters in which the vessel will operate, and
  - (e) specify the areas of those waters in which treated sewage may be discharged from the vessel and the areas in which no sewage may be discharged from the vessel, as prescribed by this Regulation, and
  - (f) indicate the maximum number of persons likely to be on board the vessel.
- (3) The Minister may, after consultation with the applicant for approval, include any additional provisions in a plan of management before it is approved.
- (4) If the Minister determines that an inspection of the vessel the subject of the proposed plan of management is required, an additional inspection fee is payable to the Minister on completion of the inspection calculated on the basis of the time taken to make the inspection at the hourly rate of \$120.
- (5) The Minister may:
- (a) approve a plan of management unconditionally or subject to conditions, or
  - (b) refuse to approve a plan of management.
- (6) The Minister may, by notice in writing served on the owner of a vessel, vary an approved plan of management for the vessel or revoke the approval of a plan of management for the vessel.

### **Division 3 Other discharge from vessels**

#### **31 Vessels to which Division applies**

This Division applies to the following vessels:

- (a) a commercial vessel used on the Murray River, the hull construction of which commenced, or in which a greywater tank was installed, on or after 1 January 2005,
- (b) a commercial vessel used in the Sydney Harbour locality, the hull construction of which commenced, or in which a holding tank or a greywater tank was installed, on or after 1 January 2005,
- (c) a Class 1 commercial vessel or Class 4 commercial vessel not referred to in paragraph (a) or (b), the hull construction of which commenced on or after 1 January 2005.

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Clause 32

Control of toilet and galley waste from vessels

Part 7

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### 32 Requirements for greywater tanks

- (1) Any sink, basin, washbowl or similar permanent container into which greywater is discharged on a vessel must be connected to a greywater tank on the vessel.
- (2) The greywater tank, the fittings leading from the galley to the tank and the fittings used for the discharge of the contents of the tank must be:
  - (a) fabricated from stainless steel, polyester fibreglass, polyvinyl chloride or some other corrosion-resistant material, or
  - (b) protected internally by polyester fibreglass, rubber or some other continuous liner and protected externally by a coating.
- (3) The owner of a vessel must ensure that the requirements of this clause are complied with in relation to the vessel.  
Maximum penalty: 100 penalty units.

### 33 Maintenance of greywater tanks

The owner of a vessel must ensure that the greywater tank on the vessel is maintained in a good and serviceable condition.

Maximum penalty: 100 penalty units.

### 34 Requirement for the proper discharge of galley waste

- (1) A person must not discharge or deposit the contents of a greywater tank on a vessel into or onto any navigable waters or the bank or bed of any navigable waters unless the contents are discharged or deposited:
  - (a) into a waste collection facility, or
  - (b) in accordance with an environment protection licence issued under the *Protection of the Environment Operations Act 1997*.

Maximum penalty: 100 penalty units.
- (2) The owner and master of a vessel are each guilty of an offence if the contents of a greywater tank on the vessel are discharged or deposited from the vessel by any person in contravention of subclause (2).  
Maximum penalty: 100 penalty units.
- (3) It is a defence to a prosecution under subclause (2) if the defendant shows that all reasonable measures were taken to prevent the discharge or deposit from the vessel.



Clause 35	Marine Pollution Regulation 2006
Part 7	Control of toilet and galley waste from vessels

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#### **Division 4 Provision of waste collection facilities**

##### **35 Requirements for commercial marina operators**

The operator of any marina in the Sydney Harbour locality that is being operated on a commercial basis must ensure that:

- (a) there is an adequate and readily accessible waste collection facility at the marina for use by all vessels moored at the marina, and
- (b) the waste collection facility is maintained in good order and condition so that it is available for efficient use.

Maximum penalty: 100 penalty units.

#### **Division 5 Directions regarding discharge of waste**

##### **36 Authorised officer may give certain directions**

- (1) An authorised officer (within the meaning of the *Marine Safety Act 1998*) may direct the owner or master of a vessel from which sewage or other waste is being discharged or deposited in contravention of this Part to do any or all of the following:
  - (a) to take specified action to ensure that no further sewage or waste is so discharged or deposited,
  - (b) to return the vessel to its mooring,
  - (c) if the vessel is a commercial vessel, to cease commercial operations until:
    - (i) any action specified under paragraph (a) has been taken, and
    - (ii) an authorised officer has inspected the vessel and approved in writing of the vessel resuming those commercial operations.
- (2) A direction referred to in subclause (1) (b) or (c) may be given only if the authorised officer considers that it is necessary to prevent the further discharge or deposit of waste from the vessel concerned.
- (3) The owner or master of a vessel to whom a direction is given under this clause must not fail to comply with the direction.

Maximum penalty: 100 penalty units.

Marine Pollution Regulation 2006

Clause 37

Miscellaneous

Part 8

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## Part 8 Miscellaneous

### 37 Minister may make orders

The Minister may, by instrument in writing, make orders for and in relation to:

- (a) giving effect to Annex I of the Convention, other than provisions of that Annex to which effect is given by a provision of the Act or this Regulation, and
- (b) giving effect to Annex II of the Convention, other than provisions of that Annex to which effect is given by a provision of the Act or this Regulation, and
- (c) giving effect to Article 8 of, and Protocol I to, the Convention, other than provisions of that Article or Protocol to which effect is given by a provision of the Act or this Regulation, and
- (d) the fixing of fees to be paid in respect of any matters under any such orders.

### 38 Fee for deposit of oil record book or cargo record book

A fee of \$40 is payable by the owner of a ship for:

- (a) the deposit of an oil record book of the ship in accordance with section 13 (4) of the Act, or
- (b) the deposit of a cargo record book of the ship in accordance with section 23 (6) of the Act.

### 39 Exemptions

- (1) Each of the following classes of ships is exempt from the provisions of the Act and this Regulation:
  - (a) ships belonging to an arm of the Defence Forces of Australia or to the naval, military or air forces of a country other than Australia,
  - (b) ships not referred to in paragraph (a) that are owned or operated by Australia or another State and used, for the time being, only on government non-commercial service.
- (2) In subclause (1) (b), *State* has the same meaning as in the Convention.

Clause 40	Marine Pollution Regulation 2006
Part 8	Miscellaneous

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#### 40 Service of certain notices

For the purposes of sections 37 (4) and (5) and 42 (5) and (6) of the Act, a notice required to be given to:

- (a) the owner of a ship—may be served personally on the owner, or on all, or any, of the owners, as the case may be, of the ship or, if an owner is a body corporate, on a director, secretary or other officer of the body corporate, or
- (b) the agent of a ship—may be served personally on any agent of the ship or, if an agent is a body corporate, on a director, secretary or other officer of the body corporate, or
- (c) the master of a ship—may be served personally on the master of the ship,

and, in any case, any such notice may be served in the manner set out in section 134 of the *Marine Safety Act 1998*.

#### 41 Savings and transitional provisions

Any act, matter or thing that had effect under the *Marine Pollution Regulation 2001* immediately before the repeal of that Regulation is taken to have effect under this Regulation.

**Note.** See, in particular, clause 27 (2)–(4) of the *Marine Pollution Regulation 2001* for the preservation of certain approvals, exemptions and agreements given or entered into for the purposes of a provision of Division 6 or 7 of Part 2 of the *Management of Waters and Waterside Lands Regulations—N.S.W.* as in force immediately before the repeal of the relevant provision of those Regulations.

Marine Pollution Regulation 2006

Forms

Schedule 1

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## Schedule 1 Forms

### Form 1 Marine pollutants report form

(Clauses 8 and 17)

(Marine Pollution Act 1987, sections 10, 20 and 28)

(For use when reporting **any** discharge or probable discharge of oil or an oily mixture or a discharge or probable discharge of a noxious liquid substance **carried in bulk**)

**Note.** The items of this form that are inappropriate in a particular case should be omitted from the report.

A1 Ship: name, size, type, call sign/ship station identity and flag

A2 Name, address and contact details of owner and agent of ship/place on land/purpose-built pipeline/apparatus

A3 Position of discharge and position of place on land/purpose-built pipeline/apparatus

B Date and time of event

**Note.** Express as Universal Co-ordinated Time

C Position: latitude and longitude, or

D Position: true bearing and distance

**Note.** Give C or D

E True course

F Speed in knots

L Route information: intended track

M Radio communications: means of communication

N Time of next report

**Note.** Express as Universal Co-ordinated Time

P 1 Type of oil or the correct technical name of the noxious liquid substances on board

2 UN numbers

3 Pollution category (A, B, C or D) for each noxious liquid substance

4 Names of manufacturers of substances or consignee or consignor

5 Estimate of the quantity of each substance

**Note.** Include item P in the case of probable discharge

Q 1 Structural condition of ship, as relevant

2 Ability to transfer cargo/ballast/fuel

## Marine Pollution Regulation 2006

## Schedule 1 Forms

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- R
- 1 Type of oil or the correct technical name of the noxious liquid substance discharged into the sea
  - 2 UN numbers
  - 3 Pollution category (A, B, C or D) for each noxious liquid substance
  - 4 Names of manufacturers of substances or consignee or consignor
  - 5 Estimate of the quantity of each substance
  - 6 Whether discharged substances floated or sank
  - 7 Whether discharge is continuing
  - 8 Cause of discharge
  - 9 Estimate of the trajectory of the discharge, giving weather conditions, if known
  - 10 Estimate of the sea surface area covered by the discharge

**Note.** Include item R in the case of actual discharge

S Weather conditions (i.e. brief details of weather and sea conditions prevailing)

- X
- 1 Action being taken with regard to the discharge and the movement of the ship
  - 2 Assistance or salvage efforts which have been requested or which have been provided by others

**Note.** The master of an assisting or salvaging ship should also report the particulars of action undertaken or planned

## Form 2 Notice of alteration or damage to ship

(Clause 21)

(Marine Pollution Act 1987, sections 37 and 42)

To: Maritime Authority of NSW

- 1 Name of ship:
- 2 Official number (*if any*):
- 3 Home port/port of registry:
- 4 Call sign:
- 5 Name of owner(s) or agent:
- 6 Address of principal place of business of owner(s) or agent:
- 7 (a) Date of issue and reference number of International Oil Pollution Prevention Certificate (*in the case of a ship constructed in accordance with Annex I of the Convention*):

## Marine Pollution Regulation 2006

Forms

Schedule 1

- 
- (b) Date of issue and reference number of International Pollution Prevention Certificate for the Carriage of Noxious Liquid Substances in Bulk (*in the case of a ship constructed in accordance with Annex II of the Convention*):
- 8 Description of nature and extent of alteration or damage to the ship (*including date(s) on which damage occurred and date(s) on which repairs or alterations, as the case may be, were commenced and completed*):
- 9 Name and address of person or corporation effecting alteration or repairs:
- 10 Reason(s) for, or cause(s) of, alteration or repairs:
- 11 Particulars of changes in the construction of the ship:
- 12 (a) Additional information (if any) affecting the compliance of the ship with the provisions of Annex I of the Convention (*in the case of a ship constructed in accordance with Annex I*):
- (b) Additional information (if any) affecting the compliance of the ship with the provisions of Annex II of the Convention (*in the case of a ship constructed in accordance with Annex II*):

Signature of master or owner:

Date:

## Marine Pollution Regulation 2006

## Schedule 2 Purpose-built pipelines

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**Schedule 2 Purpose-built pipelines**

(Clause 14)

**Botany Bay**

- 1** The pipelines from Banksmeadow to Kurnell commencing at a control valve Latitude 33 degrees 57.87 minutes south Longitude 151 degrees 13.08 minutes east located within the Caltex Banksmeadow Terminal thence proceeding within the pipeline corridor situated on the southern and western sides of Botany and Bumborah Point Roads respectively for approximately 1,480 metres to Womeai Reserve thence generally southerly for approximately 300 metres to the high water mark of Botany Bay near Bumborah Point thence southerly for approximately 100 metres and generally south westerly for approximately 3,450 metres to a point 470 metres west of the westernmost extremity of the Caltex Jetty at Kurnell thence south easterly for approximately 770 metres to a point midway along the inner end of that jetty thence along that jetty to the high water mark of Kurnell Beach thence generally south easterly for approximately 500 metres to a control valve located within the premises of Caltex Refineries (NSW) Pty Ltd at Kurnell, the submarine portion of which is shown as one line of symbols on a copy of Naval Chart AUS 199 of Botany Bay.
- 2** The pipelines from No 3 Berth (Submarine Terminal) in Botany Bay to Kurnell commencing at that berth Latitude 33 degrees 59.76 minutes south Longitude 151 degrees 12.51 minutes east thence southerly for approximately 580 metres to a point midway along the outer end of the Caltex Jetty at Kurnell thence south westerly and south easterly along that jetty to the high water mark of Kurnell Beach thence generally south easterly for approximately 500 metres to a control valve located within the premises of Caltex Refineries (NSW) Pty Ltd at Kurnell, the submarine portion of which is shown by one line of symbols on a copy of Naval Chart AUS 199 of Botany Bay.

**Port Kembla**

- 3** The pipeline commencing at a point on No 6 Jetty, Outer Harbour, Port Kembla, Latitude 34 degrees 28.18 minutes south Longitude 150 degrees 54.20 minutes east thence proceeding south westerly along that jetty to the inshore end of the jetty for approximately 360 metres thence northerly for approximately 100 metres thence westerly for approximately 350 metres to Old Port Kembla Road thence south westerly along the northern side of Flinders Street to the Terminal. No 6 Jetty, Outer Harbour, Port Kembla, is shown on a copy of Naval Chart AUS 195 of Port Kembla and Wollongong with Approaches.

## Marine Pollution Regulation 2006

## Purpose-built pipelines

## Schedule 2

- 
- 4** The pipelines commencing at the control valves located in the fenced enclosure south of the Saltwater Intake Channel Latitude 34 degrees 28.02 minutes south Longitude 150 degrees 53.91 minutes east thence proceeding northerly for approximately 90 metres to the southern training wall at the entrance to the Inner Harbour thence north westerly across that entrance for approximately 270 metres to the Northern Breakwater where there is a diverter and valves located at Latitude 34 degrees 27.77 minutes south Longitude 150 degrees 54.09 minutes east thence:
- (a) a pipeline generally easterly for approximately 470 metres to the inshore end of the Oil Berth thence southerly along that berth for approximately 40 metres to the control valves located at the outer end, and
  - (b) a pipeline generally westerly for 300 metres to Latitude 34 degrees 27.72 minutes south Longitude 150 degrees 53.92 minutes east thence generally northerly to the southern end of Coal Berth No 1 thence generally northerly beneath Coal Berth No 1 to Coal Berth No 2 and terminating at a Compressor Station at Latitude 34 degrees 27.26 minutes south Longitude 150 degrees 53.82 minutes east.
- The submarine portion of the pipelines is located across the entrance to Inner Harbour, Port Kembla, as shown by one line of symbols on a copy of Naval Chart AUS 195 of Port Kembla and Wollongong with Approaches.
- 5** The pipeline commencing at a point on No 4 Jetty, Outer Harbour, Port Kembla, Latitude 34 degrees 28.45 minutes south Longitude 150 degrees 54.67 minutes east thence proceeding generally south easterly for 25 metres thence generally southerly for approximately 220 metres to the inshore end of that jetty thence generally southerly for approximately 180 metres to the Terminal. No 4 Jetty, Outer Harbour, Port Kembla, is shown on a copy of Naval Chart AUS 195 of Port Kembla and Wollongong with Approaches.
- 6** The pipeline commencing at a point on the western end of No 2 Discharge Jetty, Inner Harbour, Port Kembla, Latitude 34 degrees 27.5 minutes south Longitude 150 degrees 53.35 minutes east thence proceeding south easterly in the services tunnel to the eastern end of No 1 Products Jetty for 784 metres thence continuing south easterly for 40 metres thence proceeding southerly for 420 metres above and below ground beside BlueScope Steel Stockpile Road thence entering premises of Port Kembla Marine Fuels (Manildra Energy Australia) and proceeding south westerly for 370 metres thence south easterly to a control valve within those premises.
-



## Marine Pollution Regulation 2006

## Schedule 2 Purpose-built pipelines

- 
- 7** The pipeline commencing at a point on the northern end of BlueScope Steel's Ro Ro Berth dolphin, Inner Harbour, Port Kembla, Latitude 34 degrees 27.35 minutes south Longitude 150 degrees 53.15 minutes east thence proceeding south south easterly for 12 metres to the southern side of the bridge then south westerly for 46 metres to the shoreline end.

Marine Pollution Regulation 2006

Modifications to Marine Orders

Schedule 3

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## Schedule 3 Modifications to Marine Orders

(Clause 19)

### 1 Modifications to Marine Orders, Part 91 (Marine Pollution Prevention—Oil)

The Marine Orders, Part 91 (Marine Pollution Prevention—Oil) are adopted subject to the following modifications:

- (a) The matter “& power” is omitted from the heading to clause 1.
- (b) Clause 1.1.1 is replaced by the following:
  - 1.1.1** This Part of Marine Orders gives effect to Regulations 13 to 19 (inclusive) and 22 to 25 (inclusive) of Annex I of MARPOL, and prescribes matters for the purposes of Division 2 of Part 5 of the Act.
- (c) The matter “Division 12 of Part IV of the Navigation Act and Part II of the Pollution Prevention Act.” is omitted from clause 1.1.2 and replaced by the matter “the *Marine Pollution Act 1987* and the *Marine Pollution Regulation 2006*.”
- (d) Clause 1.2 is omitted.
- (e) The definition of ***IOPP Certificate*** is omitted from clause 2 and replaced by the following definition:
  - IOPP Certificate*** means a ship construction certificate referred to in section 39 (4) of the Act.
- (f) The words “(and a reference to the Manager, Ship Inspections, is taken to include a reference to the Chief Executive of the Maritime Authority of NSW constituted under the *Ports Corporatisation and Waterways Management Act 1995*)” are inserted after the words “for that purpose” in the definition of ***Manager, Ship Inspections***, in clause 2.
- (g) The definition of ***penal provision*** is omitted from clause 2.
- (h) The definition of ***survey authority*** is omitted from clause 2 and replaced by the following definition:
  - survey authority*** means a corporation or association for the survey of shipping approved for the purposes of the *Marine Pollution Regulation 2006* by any of the following:
    - (a) AMSA,
    - (b) the Marine Safety Branch of the Department of Planning and Infrastructure of the Northern Territory,

## Marine Pollution Regulation 2006

## Schedule 3 Modifications to Marine Orders

- (c) Maritime Safety Queensland,
- (d) the Department for Transport, Energy and Infrastructure of South Australia,
- (e) Marine and Safety Tasmania,
- (f) Marine Safety Victoria,
- (g) the Department for Planning and Infrastructure of Western Australia.

- (i) The following definition is inserted in alphabetical order in clause 2:

*the Act* means the *Marine Pollution Act 1987*.

- (j) The definition of *the Pollution Prevention Act* is omitted from clause 2.
- (k) Clause 3.5 is omitted.
- (l) The words “Subject to subsection 33(2) of the Pollution Prevention Act and subsection 267(2) of the Navigation Act, this Part” are omitted from clause 4.1 and replaced by the words “This Part”.
- (m) Clauses 4.2, 5.3 and 6 are omitted.
- (n) The words “of the Commonwealth” are omitted from clause 7.1 and replaced by the words “of New South Wales”.
- (o) The matter “an Australian port or offshore terminal” is omitted from clauses 7.3–7.6 wherever occurring and replaced by the matter “a New South Wales port”.
- (p) Clauses 9.1, 10 and 12 are omitted.

**2 Modifications to Marine Orders, Part 93 (Marine Pollution Prevention—Noxious Liquid Substances)**

The Marine Orders, Part 93 (Marine Pollution Prevention—Noxious Liquid Substances) is adopted subject to the following modifications:

- (a) The matter “& power” is omitted from the heading to clause 1.
- (b) Clause 1.1.1 is replaced by the following:
  - 1.1.1** This Part of Marine Orders gives effect to Regulations 13 to 19 (inclusive) and 22 to 25 (inclusive) of Annex I of MARPOL, and prescribes matters for the purposes of section 10 (10) and Division 2 of Part 5 of the Act.
- (c) The matter “Division 12A of Part IV of the Navigation Act and Part III of the Pollution Prevention Act.” is omitted from clause 1.1.2 and replaced by the matter “the *Marine Pollution Act 1987* and the *Marine Pollution Regulation 2006*.”

## Marine Pollution Regulation 2006

## Modifications to Marine Orders

## Schedule 3

- 
- (d) Clause 1.2 is omitted.
- (e) The definition of **IPP Certificate** is omitted from clause 2 and replaced by the following definition:
- IPP Certificate** means a ship construction certificate referred to in section 39 (4) of the Act.
- (f) The words “(and a reference to the Manager, Ship Inspections, is taken to include a reference to the Chief Executive of the Maritime Authority of NSW constituted under the *Ports Corporatisation and Waterways Management Act 1995*)” are inserted after the words “for that purpose” in the definition of **Manager, Ship Inspections**, in clause 2.
- (g) The definition of **penal provision** is omitted from clause 2.
- (h) The definition of **survey authority** is omitted from clause 2 and replaced by the following definition:
- survey authority** means a corporation or association for the survey of shipping approved for the purposes of the *Marine Pollution Regulation 2006* by any of the following:
- (a) AMSA,
  - (b) the Marine Safety Branch of the Department of Planning and Infrastructure of the Northern Territory,
  - (c) Maritime Safety Queensland,
  - (d) the Department for Transport, Energy and Infrastructure of South Australia,
  - (e) Marine and Safety Tasmania,
  - (f) Marine Safety Victoria,
  - (g) the Department for Planning and Infrastructure of Western Australia.
- (i) The following definition is inserted in alphabetical order in clause 2:
- the Act** means the *Marine Pollution Act 1987*.
- (j) The definition of **the Pollution Prevention Act** is omitted from clause 2.
- (k) Clause 3.4 is omitted.
- (l) The words “Subject to subsection 33(2) of the Pollution Prevention Act and subsection 267N(2) of the Navigation Act, this Part” are omitted from clause 4.1 and replaced by the words “This Part”.
- (m) Clauses 4.2, 5.2 and 6 are omitted.

Marine Pollution Regulation 2006  
Schedule 3 Modifications to Marine Orders

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- (n) The words “of the Commonwealth” are omitted from clause 7.1 and replaced by the words “of New South Wales”.
- (o) Clause 9.1 is replaced by the following:
  - 9.1 Form of certificate**  
For the purposes of section 41 of the Act, the International Pollution Prevention Certificate for the Carriage of Noxious Liquid Substances in Bulk appearing in Appendix V of Annex II is the prescribed form.
- (p) The matter “section 267S or section 267U of the Navigation Act” is omitted from clause 9.2 and replaced by the matter “section 42 of the Act”.
- (q) Clause 10 is omitted.

Marine Pollution Regulation 2006

Standard for treated sewage from vessels

Schedule 4

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## **Schedule 4     Standard for treated sewage from vessels**

(Clause 25)

### **1     Faecal coliform standard**

The geometric mean of the faecal coliform count of the samples of effluent taken during the test period must not exceed 250 faecal coliforms/100 ml M.P.N. (most probable number) as determined by a multiple tube fermentation analysis or an equivalent analytical procedure.

### **2     Suspended solids standards**

- (1) If testing is carried out on shore, the geometric mean of the total suspended solids content of the samples of effluent taken during the test period must not exceed 50 mg/l.
- (2) If testing is carried out on board a vessel, the geometric mean of the total suspended solids content of the samples of effluent taken during the test period must not be more than 100 mg/l above the suspended solids content of ambient water used for flushing purposes.

### **3     Biochemical Oxygen Demand**

In addition to the requirements of clauses 1 and 2, the geometric mean of 5-day Biochemical Oxygen Demand (BOD) of the samples of effluent taken during the test period must not exceed 50 mg/l.

Marine Pollution Regulation 2006

Schedule 5 Holding tanks—capacity and specification requirements

---

## **Schedule 5 Holding tanks—capacity and specification requirements**

(Clause 29)

A Class 1 commercial vessel or Class 4 commercial vessel must have a holding tank with a capacity that complies with the following:

- (a) in the case of a vessel used during daylight hours (other than a houseboat):
  - (i) that has not more than 12 persons on board—a capacity of 120 litres, or
  - (ii) that has more than 12 persons on board—a capacity of 120 litres + 7 litres × the number of persons on board in excess of 12,
- (b) in the case of a vessel used overnight (other than a houseboat):
  - (i) that has not more than 12 persons on board—a capacity of 240 litres, or
  - (ii) that has more than 12 persons on board—a capacity of 240 litres + 15 litres × the number of persons on board in excess of 12,
- (c) in the case of a houseboat:
  - (i) that has 1 to 6 berths—a capacity of 360 litres, or
  - (ii) that has more than 6 berths—a capacity of 720 litres.

The capacity required for the holding tank of a vessel fitted with an efficient flushing system, being a system that uses less than 1.5 litres per flush, is half of the capacity specified in the previous provisions of this Schedule.

Marine Pollution Regulation 2006

Holding tanks—further requirements

Schedule 6

---

## Schedule 6 Holding tanks—further requirements

(Clause 29)

### 1 Materials

- (1) Materials in contact with sewage must be resistant to the effects of toilet water or fresh or salt water flush, the marine environment, disinfectants, deodorants, cleaning agents and chemical compounds in solid, liquid or gaseous form or of a toxic or explosive nature likely to be generated in the operation of a holding tank.

**Note.** Typical materials for holding tanks include stainless steel lined with rubber, polyester resin fibre reinforced plastics and fibre reinforced plastics or polyvinyl chloride without a metal shell.

- (2) The materials of which the holding tank is constructed must be chemically and galvanically compatible.

### 2 Design and construction

The holding tank must be manufactured to meet the following requirements:

- (a) the tank must be capable of operation when heeled 15 degrees to either side (or, in the case of a sailing craft, 30 degrees) and trimmed 10 degrees by bow or stern,
- (b) the design of the tank must preclude the possibility of back-siphoning,
- (c) the design of the tank must prevent the escape of toilet waste to the interior or the exterior of the vessel under all conditions of heel or trim,
- (d) the tank must be securely fastened by means other than any connected piping,
- (e) fittings and openings must be accessible for maintenance and cleaning,
- (f) the tank must not have any common boundary with any potable water tank,
- (g) the tank must be constructed in such a manner as to have a smooth uninterrupted interior surface free from any projections,
- (h) the lower part of the tank must be sloped to be self-cleansing.

### 3 Tank inlet

The toilet pan must be located as close as practicable to the top of the tank and an inlet connection to the tank must terminate not less than 75 millimetres inside the tank.



## Marine Pollution Regulation 2006

## Schedule 6 Holding tanks—further requirements

---

**4 Tank outlet**

The outlet pipe from the tank must have a minimum nominal bore of 40 millimetres and be fitted so that not more than 40 millimetres depth of waste remains in the tank after discharge of the tank contents. The upper end of the outlet pipe must be rigidly attached to the vessel and must be exposed on, or accessible from, the deck of the vessel. The upper end of the outlet pipe must be fitted with the female side of an approved quick coupling device of 40 millimetres nominal bore. A removable gas-tight cover that is capable of protecting the seal must be positioned over this coupling.

**5 Venting**

A vent pipe of 38 millimetres nominal bore must be fitted to the top of the tank and must extend to a point outside the vessel, being a point not less than 300 millimetres above the level of the toilet seat pan.

**6 Flushing water inlet**

If the outlet pipe from the tank is not alternatively used as a flushing water inlet to the tank, a pipe of 38 millimetres nominal bore must be fitted to the top of the tank and be used for that purpose. The upper end of the flushing pipe must be fitted with the female side of an approved quick coupling device of 38 millimetres nominal bore and this coupling end must be rigidly attached to the vessel and be exposed on, or accessible from, the deck of the vessel. A removable gas-tight cover that is capable of protecting the seal must be positioned over this coupling.

**7 Inspection opening**

Except where a toilet with a mechanical seal is mounted directly on top of the tank, an accessible inspection opening of 100 millimetres diameter must be located in the top of the tank and must be fitted with a removable gas-tight cover.

**8 Gas tightness**

When all removable gas-tight covers are secured in position, the tank and its fittings (except for the vent pipe) must be thoroughly gas-tight under normal operating conditions.

**9 Tests**

- (1) The holding tank and the connecting piping or tubing (including all fittings) must be pressure tested with water as follows:
  - (a) the pressure is to represent a water column of 1.5 times the distance between the tank top and the top of the venting pipe,

Marine Pollution Regulation 2006

Holding tanks—further requirements

Schedule 6

- 
- (b) the minimum height is to be not less than 2 metres of water column,
  - (c) the tank must hold the water pressure for 30 minutes without any leakage.
- (2) The holding tank and the connecting piping or tubing (including all fittings) must withstand the following pump-out test:  
The tank is to be emptied with a 170 litre per minute positive displacement pump that remains in operation for 30 seconds after emptying of the tank.



New South Wales

# Marine Safety Amendment (Marine Pollution) Regulation 2006

under the

Marine Safety Act 1998

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Marine Safety Act 1998*.

JOSEPH TRIPODI, M.P.,  
Minister for Ports and Waterways

## Explanatory note

Schedule 1 to the *Marine Safety Regulation 2003* prescribes the offences under the *Marine Pollution Regulation 2001* in respect of which penalty notices may be issued, and prescribes the amount of penalty for the offence if the offence is dealt with by way of a penalty notice.

The *Marine Pollution Regulation 2001* is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989* and is replaced by the *Marine Pollution Regulation 2006*.

The object of this Regulation is to repeal and remake Schedule 1 to the *Marine Safety Regulation 2003* in view of the repeal and replacement of the *Marine Pollution Regulation 2001*.

This Regulation is made under the *Marine Safety Act 1998*, including sections 126 (Penalty notices) and 137 (the general regulation-making power).

Clause 1 Marine Safety Amendment (Marine Pollution) Regulation 2006

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## **Marine Safety Amendment (Marine Pollution) Regulation 2006**

under the

Marine Safety Act 1998

### **1 Name of Regulation**

This Regulation is the *Marine Safety Amendment (Marine Pollution) Regulation 2006*.

### **2 Commencement**

This Regulation commences on 1 September 2006.

### **3 Amendment of Marine Safety Regulation 2003**

The *Marine Safety Regulation 2003* is amended as set out in Schedule 1.

Marine Safety Amendment (Marine Pollution) Regulation 2006

Amendment

Schedule 1

## Schedule 1 Amendment

(Clause 3)

### Schedule 1 Penalty notice offences

Omit the Schedule. Insert instead:

## Schedule 1 Penalty notice offences

(Clause 4)

Column 1	Column 2
<b>Offences under the Marine Pollution Regulation 2006</b>	
Clause 23 (2)	\$750
Clause 26 (1)	\$750
Clause 26 (2)	\$750
Clause 27 (2)	\$750
Clause 27 (3)	\$750
Clause 28 (1)	\$750
Clause 28 (2)	\$750
Clause 29 (1)	\$750
Clause 29 (2)	\$300
Clause 29 (3)	\$300
Clause 29 (4)	\$300
Clause 32 (3)	\$750
Clause 33	\$300
Clause 34 (1)	\$750
Clause 34 (2)	\$750
Clause 35	\$750
Clause 36 (3)	\$750



New South Wales

# Motor Accidents (Lifetime Care and Support) Regulation 2006

under the

Motor Accidents (Lifetime Care and Support) Act 2006

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Motor Accidents (Lifetime Care and Support) Act 2006*.

JOHN DELLA BOSCA, M.L.C.,  
Minister for Commerce

## Explanatory note

The object of this Regulation is to restrict the application of section 7 (1) of the *Motor Accidents (Lifetime Care and Support) Act 2006*, and consequently the scheme of lifetime care and support established by that Act, to victims of motor accidents who are under the age of 16 years at the time of their accidents.

This Regulation comprises or relates to matters set out in Schedule 3 to the *Subordinate Legislation Act 1989*, namely, matters that are not likely to impose an appreciable burden, cost or disadvantage on any sector of the public.

This Regulation is made under the *Motor Accidents (Lifetime Care and Support) Act 2006*, including section 63 (the general power to make regulations) and section 4 (Application of Act).

Clause 1 Motor Accidents (Lifetime Care and Support) Regulation 2006

---

## Motor Accidents (Lifetime Care and Support) Regulation 2006

under the

Motor Accidents (Lifetime Care and Support) Act 2006

### 1 Name of Regulation

This Regulation is the *Motor Accidents (Lifetime Care and Support) Regulation 2006*.

### 2 Commencement

This Regulation commences on 1 October 2006.

### 3 Definitions

(1) In this Regulation:

*the Act* means the *Motor Accidents (Lifetime Care and Support) Act 2006*.

(2) Notes included in this Regulation do not form part of this Regulation.

### 4 Application of section 7 (1) of the Act

Section 7 (1) of the Act applies only in relation to a person who was under the age of 16 years at the time of the motor accident injury referred to in that subsection.

**Note.** The effect of this clause is to restrict the application of the scheme of lifetime care and support established by the Act to victims of motor accidents who are under the age of 16 years at the time of their accidents.



New South Wales

## Motor Vehicle Repairs Amendment (Prescribed Officer) Regulation 2006

under the

Motor Vehicle Repairs Act 1980

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Motor Vehicle Repairs Act 1980*.

DIANE BEAMER, M.P.,  
Minister for Fair Trading

### Explanatory note

The object of this Regulation is to include the Director, Motor Vehicle Repair Industry Authority as a prescribed officer by whom an evidentiary certificate of the matter referred to in section 78 of the *Motor Vehicle Repairs Act 1980* may be certified.

This Regulation is made under the *Motor Vehicle Repairs Act 1980*, including sections 78 and 89 (the general regulation-making power).



Clause 1 Motor Vehicle Repairs Amendment (Prescribed Officer) Regulation 2006

---

## **Motor Vehicle Repairs Amendment (Prescribed Officer) Regulation 2006**

under the

Motor Vehicle Repairs Act 1980

### **1 Name of Regulation**

This Regulation is the *Motor Vehicle Repairs Amendment (Prescribed Officer) Regulation 2006*.

### **2 Amendment of Motor Vehicle Repairs Regulation 1999**

The *Motor Vehicle Repairs Regulation 1999* is amended as set out in Schedule 1.

Motor Vehicle Repairs Amendment (Prescribed Officer) Regulation 2006

Amendment

Schedule 1

---

## Schedule 1    Amendment

(Clause 2)

### Clause 18

Omit the clause. Insert instead:

#### **18    Evidentiary certificates: section 78**

For the purposes of section 78 (2) of the Act, the following are prescribed officers by whom a certificate referred to in that subsection may be certified:

- (a) the Commissioner for Fair Trading, Department of Commerce (or, if there is no such position in that Department, the Director-General of that Department),
- (b) the Director, Motor Vehicle Repair Industry Authority.



New South Wales

# Non-Indigenous Animals Regulation 2006

under the

Non-Indigenous Animals Act 1987

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Non-Indigenous Animals Act 1987*.

IAN MACDONALD, M.L.C.,  
Minister for Primary Industries

## Explanatory note

The object of this Regulation is to remake, with some changes of substance, the *Non-Indigenous Animals Regulation 1997* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

The changes of substance include the classification of non-indigenous birds, by species, as belonging to particular prescribed categories of animals, and an increase in the fees payable for applications for licences and permits (and renewals of licences and permits) under the *Non-Indigenous Animals Act 1987*.

This Regulation is made under the *Non-Indigenous Animals Act 1987*, including section 29 (the general regulation-making power) and the other sections referred to in the Regulation.

## Non-Indigenous Animals Regulation 2006

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## Non-Indigenous Animals Regulation 2006

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Clause 1	Non-Indigenous Animals Regulation 2006
Part 1	Preliminary

---

## Non-Indigenous Animals Regulation 2006

under the

Non-Indigenous Animals Act 1987

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Non-Indigenous Animals Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Non-Indigenous Animals Regulation 1997* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

#### 3 Definitions

(1) In this Regulation:

**classified** means classified by this Regulation for the purposes of section 6 (d) of the Act.

**controlled category animal** means a category 1a, category 1b, category 2, category 3a or category 3b animal.

**dangerous animal** means:

- (a) an animal of a species whose members ordinarily pose a significant risk of death or injury to the public (such as a tiger, lion or bear), or
- (b) an animal that, because of its particular disposition, health or other condition, poses a significant risk of death or injury to the public.

**drive-through area** means an area in which animals are enclosed and which may be driven through by a motor vehicle.

**enclosure** includes a cage or other structure in which an animal is kept or is treated for illness or injury.

**exhibit**, in relation to an animal, means display the animal, or keep the animal for display, for educational, cultural, scientific, entertainment or other purposes prescribed under the *Exhibited Animals Protection*

Non-Indigenous Animals Regulation 2006

Clause 3

Preliminary

Part 1

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*Act 1986*, but does not include display the animal, or keep it for display, solely:

- (a) in connection with the sale or intended sale of the animal, or
- (b) for animal research, within the meaning of the *Animal Research Act 1985*, or
- (c) in circumstances declared by a regulation under the *Exhibited Animals Protection Act 1986* not to constitute an exhibition of the animal for the purposes of that Act.

***the Act*** means the *Non-Indigenous Animals Act 1987*.

***zoo*** means a zoological park within the meaning of the *Zoological Parks Board Act 1973*.

- (2) In this Regulation, a reference to an animal of a particular category is a reference to an animal that is classified by Schedule 1 as an animal of that category.
- (3) Notes included in this Regulation do not form part of this Regulation.

Clause 4	Non-Indigenous Animals Regulation 2006
Part 2	Classification of animals

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## Part 2 Classification of animals

### 4 Prescribed categories

- (1) The following categories of animals are prescribed for the purposes of section 6 (a) of the Act:
  - (a) category 1a and category 1b (animals the importation and keeping of which are prohibited),
  - (b) category 2 (animals limited to restricted collections),
  - (c) category 3a and category 3b (animals permitted in other collections),
  - (d) category 4 (animals the importation and keeping of which are not restricted),
  - (e) category 5 (animals that are already widespread pests).
- (2) Categories 1a, 1b, 2, 3a and 3b are identified as controlled categories for the purposes of section 6 (b) of the Act.
- (3) Categories 1a, 1b, 2 and 3a are identified as higher-risk categories for the purposes of section 6 (c) of the Act.
- (4) Category 3b is identified as a lower-risk category for the purposes of section 6 (c) of the Act.

**Note.** The categories set out in clause 4 reflect the categories adopted by the National Vertebrate Pests Committee, a subcommittee of the Natural Resource Management Standing Committee. Under the Committee's categorisation:

- (a) Category 1a consists of species categorised as being of extreme pest potential and are generally not permitted to enter Australia or be kept there.
- (b) Category 1b consists of species that have not been classified as belonging to any particular category and are generally not permitted to enter Australia or be kept there.
- (c) Category 2 consists of species of high pest potential or of significant conservation value.
- (d) Category 3a consists of species that pose some threat to persons or domestic or native fauna and are permitted to be kept primarily for the purpose of exhibition, education, entertainment or conservation in high security institutions.
- (e) Category 3b consists of species that have the potential to establish in the wild a population that would present a new threat or aggravate an existing threat and may be kept in private collections only under licence subject to special conditions.
- (f) Category 4 consists of species that would be unlikely to present a threat or greatly worsen an existing threat if they escaped into the wild. Animals in this category will usually be domestic or farm animals having no pest potential.



Non-Indigenous Animals Regulation 2006

Clause 5

Classification of animals

Part 2

- (g) Category 5 consists of species that if they escaped into the wild would be unlikely to establish a population that would present a threat or greatly worsen an existing threat. Animals in this category will usually currently be widespread pests.

## 5 Basis of animal classification

The welfare of the animal concerned, having regard to sections 11 (Keeping of animals) and 12 (Movement of animals) of the Act, is identified as a factor, in addition to those specified in section 6A (1) (a)–(d) of the Act, on which the classification of animals is to be based.

## 6 Classification into categories

- (1) The classification of animals for the purposes of section 6 (d) of the Act is as set out in Schedule 1.
- (2) Any species of non-indigenous animal that is not listed in Schedule 1 is classified as a category 1b animal.
- (3) An animal that is classified as both a category 4 and category 5 animal:
  - (a) is a category 4 animal if it is one of the domestic members of that species, and
  - (b) is a category 5 animal if it is one of the wild (including feral) members of that species.
- (4) The scientific names of the animals referred to in Schedule 1 are based on the following publications:
  - (a) for all Orders of amphibians: Frost DR, *Amphibian species of the world: a taxonomic and geographical reference*, published in 1985 by the Association of Systematics Collections, Lawrence, Kansas, USA,
  - (b) for reptiles in the Orders CROCODYLIA and SPHENODONTIDA and in the Order SQUAMATA, Sub-order LACERTILIA: Sokolov VE, *Dictionary of animal names in five languages: amphibians and reptiles*, published in 1988 by Russky Yazyk, Moscow, Russia,
  - (c) for reptiles in the Order TESTUDINES: IUCN/SSC Tortoise and freshwater turtle specialist group: *Tortoises and freshwater turtles: an action plan for their conservation*, published in 1989 by the International Union for Conservation of Nature and Natural Resources, Gland, Switzerland,
  - (d) for reptiles in the Order SQUAMATA, Sub-order SERPENTES: Mehrtens JM, *Living snakes of the world*, published in 1987 by the Sterling Publishing Co Inc, New York, New York, USA,

Clause 7 Non-Indigenous Animals Regulation 2006

Part 2 Classification of animals

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- (e) for all Orders of mammals: Wilson DE and Reeder DM, *Mammal species of the world: a taxonomic and geographic reference*, second edition, published in 1993 by the Smithsonian Institution, Washington, District of Columbia, USA,
- (f) for all Orders of birds: Sibley CG and Monroe BL Jr, *Distribution and taxonomy of birds of the world*, published in 1991 by Yale University Press, USA.

#### **7 Bodies consulted about bird classification**

The following bodies are prescribed for the purposes of section 6A (3) of the Act:

- (a) Associated Birdkeepers of Australia Incorporated,
- (b) the Canary and Cage Bird Federation of Australia Incorporated,
- (c) Birds Australia.

Non-Indigenous Animals Regulation 2006

Clause 8

Non-Indigenous Animals Advisory Committee

Part 3

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## Part 3 Non-Indigenous Animals Advisory Committee

### 8 Qualifications of member

The prescribed qualifications for the purposes of section 7 (4) (g) of the Act are:

- (a) that the person:
  - (i) keeps a collection of non-indigenous animals (not including any category 4 animals), being a collection that is, in the opinion of the Minister, a substantial collection, and has kept a collection of that kind for at least 5 years, or
  - (ii) is a member of an association or society that is involved in the keeping of non-indigenous animals and has been a member of such a body for at least 5 years, or
  - (iii) has a degree, conferred by a tertiary institution recognised by the Minister, in zoology or a related discipline, and
- (b) that the person does not exhibit any animals, and
- (c) that the person has no convictions for an offence under the Act or under the *Exhibited Animals Protection Act 1986*, the *National Parks and Wildlife Act 1974* or the *Prevention of Cruelty to Animals Act 1979* or any other Act relating to the keeping or welfare of animals.

### 9 Organisations whose nominee to be member

The following organisations are prescribed for the purposes of section 7 (4) (h) of the Act:

- (a) Associated Birdkeepers of Australia Incorporated,
- (b) the Canary and Cage Bird Federation of Australia Incorporated.

Clause 10 Non-Indigenous Animals Regulation 2006

Part 4 Exemptions under section 5

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## Part 4 Exemptions under section 5

### 10 Importation of animals

The following persons are exempted from the operation of section 10 of the Act:

- (a) in the case of the importation of a category 2 or category 3a animal—a person who holds an authority under the *Exhibited Animals Protection Act 1986* that enables the person to exhibit the animal,
- (b) in the case of the importation of a category 3b animal:
  - (i) a person who owns the animal, and
  - (ii) a person who holds an authority under the *Exhibited Animals Protection Act 1986* that enables the person to exhibit the animal.

### 11 Keeping of animals

The following persons are exempted from the operation of section 11 of the Act:

- (a) in the case of the keeping of a category 2 animal, a category 3a animal (except *Funambulus pennantii*, commonly known as the Northern Palm-squirrel) or a category 3b animal—a person who holds an authority under the *Exhibited Animals Protection Act 1986* that enables the person to exhibit the animal,
- (b) in the case of the keeping of *Funambulus pennantii*—a person who has an animal of that species that is numerically identified by an ear tattoo or a microchip and who holds a certificate in which a veterinary practitioner (within the meaning of the *Veterinary Practice Act 2003*) certifies that the animal has been sterilised.

### 12 Movement of animals

The following persons (and persons acting on their behalf) are exempted from the operation of section 12 of the Act:

- (a) in the case of the movement or transportation of a category 2 or category 3a animal (except *Funambulus pennantii*, commonly known as the Northern Palm-squirrel)—a person who holds an authority under the *Exhibited Animals Protection Act 1986* that enables the person to exhibit the animal,

Non-Indigenous Animals Regulation 2006

Clause 13

Exemptions under section 5

Part 4

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- (b) in the case of the movement or transportation of *Funambulus pennanti*—a person who has an animal of that species that is numerically identified by an ear tattoo or a microchip and who holds a certificate in which a veterinary practitioner (within the meaning of the *Veterinary Practice Act 2003*) certifies that the animal has been sterilised,
  - (c) in the case of the movement or transportation of a category 3b animal:
    - (i) a person who owns the animal, and
    - (ii) a person who holds an authority under the *Exhibited Animals Protection Act 1986* that enables the person to exhibit the animal.

### 13 Fees

Any higher or tertiary educational institution is exempt from any requirement to pay a fee in relation to a permit or the grant or renewal of a licence.

Clause 14 Non-Indigenous Animals Regulation 2006

Part 5 Licences and permits

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## Part 5 Licences and permits

### 14 Applications for licences and permits

An application under section 14 of the Act for the grant or renewal of a licence or under section 19 of the Act for the grant of a permit must be in writing in the form approved by the Director-General for the purposes of the relevant section and be accompanied by the supporting documentation (if any) required by the form or by the Director-General.

### 15 Fees for licences and renewals

- (1) The prescribed fee for an application under section 14 (1) of the Act for a licence is:
  - (a) \$500, where the application relates to category 2 or category 3a animals (whether or not it also relates to category 3b animals), or
  - (b) \$60, where the application relates to category 3b animals only.
- (2) The prescribed fee for an application under section 14 (1) of the Act for the renewal of a licence is:
  - (a) \$300, where the application relates to category 2 or category 3a animals (whether or not it also relates to category 3b animals), or
  - (b) \$40, where the application relates to category 3b animals only.

### 16 Fees for permits

An application under section 19 (1) of the Act for a permit must be accompanied by a fee of \$100.

### 17 Discounts and variations of licence and renewal fees

- (1) If a licence is to be granted on or after 1 January but before 1 July in any year, the prescribed application fee for the licence is to be discounted by 50 per cent.
- (2) The prescribed application fee for a licence is to be calculated without regard to:
  - (a) any category 2 or category 3a animal that is kept on premises the subject of a licence under the *Exhibited Animals Protection Act 1986* held by the applicant, or
  - (b) any category 2 or category 3a animal that the Director-General, on the recommendation of the advisory committee, decides to disregard for the purposes of the calculation.

Non-Indigenous Animals Regulation 2006

Clause 18

Licences and permits

Part 5

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**18 Licences and renewals: matters prescribed under section 15 (2) (g)**

- (1) In considering whether to grant a licence or renewal, the Director-General must have regard to the following matters:
- (a) the security and care required for the animals that are to be kept or are kept under the licence,
  - (b) whether the number of licences in force that relate to certain species of animals should be restricted and, if it should be restricted, whether the grant of the licence or its renewal would violate that restriction,
  - (c) in the case of a licence for an agent of a zoo to keep a category 3a animal, whether there is a written agreement between the agent and the institution that transfers the animal to the agent and whether the agreement contains a requirement that the agent must transfer the animal back to the institution on demand,
  - (d) in the case of a licence or renewal of a licence to keep an animal of the Order Primates, or *Funambulus pennantii* (commonly known as the Northern Palm-squirrel):
    - (i) the life expectancy of the animal, and
    - (ii) the specialised care requirements of the animal, and
    - (iii) the general welfare of the animal.
- (2) In considering whether to grant a renewal of a licence, the Director-General must also have regard to whether the licensee has had an animal of the species to which the application relates in the licensee's keeping at any time during the immediately preceding 12 months.

**19 Duration of licences: other period prescribed under section 16**

A licence is in force for the period that ends on 30 June immediately after the issue or renewal of the licence.

Clause 20 Non-Indigenous Animals Regulation 2006

Part 6 Standards for keeping animals

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## **Part 6 Standards for keeping animals**

### **20 Object of this Part**

The object of this Part is to prescribe (under section 18 (1) (b) of the Act) certain requirements and standards that licensees or licensed premises must comply with.

### **21 Security of premises**

Reasonable precautions must be taken to ensure that premises where controlled category animals are kept are secure against unauthorised entry by persons, except to the extent that the Director-General otherwise approves.

### **22 Enclosures**

- (1) Controlled category animals must be kept in an enclosure that is constructed so as to minimise the risks of:
  - (a) injury to the public, and
  - (b) injury to animal attendants exercising due care while in the enclosure, and
  - (c) injury to any animal in the enclosure, and
  - (d) escape by any animal from the enclosure.
- (2) Vegetation or other material in or near the enclosure must be removed or repositioned if it would otherwise assist an animal to escape.
- (3) The enclosure in which a digging or burrowing animal is kept must be constructed:
  - (a) with a subterranean floor consisting entirely of concrete, or
  - (b) with an enclosing fence of galvanised steel mesh, stainless steel mesh, or concrete, that extends below ground level to a depth of at least 1 metre and then (at that depth) extends horizontally within the enclosure at least 1 metre, or
  - (c) in such other manner as the Director-General considers offers a similar degree of resistance to escape by the animal,and, in each case, the ground or floor of the enclosure must be covered by sufficient soil to enable the animal to dig or burrow without escaping.



Non-Indigenous Animals Regulation 2006

Clause 23

Standards for keeping animals

Part 6

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### **23 Gates, doors and slides**

- (1) A gate or door on the perimeter of an enclosure in which controlled category animals are kept must open inwards to the enclosure.
- (2) A gate, door or slide on the perimeter of an enclosure in which controlled category animals are kept must be so designed that an animal in the enclosure cannot lift the gate or door off its hinges or the slide off its tracks and cannot unfasten the device that secures the gate, door or slide.
- (3) Entry to an enclosure in which a category 3a animal is kept (other than an enclosure that is a reptile pit) must be by means of a safety entrance through successive gates, doors or slides. All of those gates, doors or slides must be kept locked by key or combination except when a person is in the enclosure.
- (4) If an entrance to an enclosure in which controlled category animals are kept (other than an enclosure that is a drive-through area) is a safety entrance through successive gates or doors, the gates or doors must open inwards to the enclosure.
- (5) A gate, door or slide referred to in this clause that is power-operated must also be capable of manual operation (both within and outside the enclosure) without risk to the operator.
- (6) The location from which a gate, door or slide referred to in this clause, or any other means of access to an enclosure, is operated must be safely accessible and allow a clear view of the gate, door, slide or other means and the immediate area of the gate, door, slide or other means of access.

### **24 Stand-off barriers**

- (1) If an enclosure where a dangerous animal is kept is so constructed that contact between the animal and the public outside the enclosure would be possible, a barrier must be provided that prevents that contact and that is as difficult as reasonably practicable for the public to evade.
- (2) A pit where snakes that are dangerous animals are kept must be deep enough to prevent contact between the public and the snakes.

### **25 Warning signs**

- (1) If an enclosure is dangerous because it has an electrified fence or contains an animal that is known or suspected to be a dangerous animal, signs must be provided warning of the danger. The signs must be sufficient in size, legibility and number to give reasonable warning of the danger. They may use words, symbols or both.

Clause 26 Non-Indigenous Animals Regulation 2006

Part 6 Standards for keeping animals

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- (2) If, because of subclause (1), warning signs must be provided at a drive-through area, those signs must be placed at the entrance to the area and also inside the area.

**26 Exit signs**

The exit from a drive-through area must be clearly marked. A reasonable number of signs must also be used to indicate the route to the exit.

**27 Safety of structures**

If entry to a structure, or part of a structure, would present a threat to the health or safety of the public because of the condition of the structure, the entrance to the structure:

- (a) must be locked to prevent such entry, and
- (b) must be provided with signs giving reasonable warning to the public that entry is dangerous and prohibited.

**28 Separate enclosures in drive-through areas**

If there is access from one enclosure to another within a drive-through area, the access must be so controlled as to prevent an animal in one enclosure from entering the other at will.

Non-Indigenous Animals Regulation 2006

Clause 29

Penalty notices

Part 7

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## **Part 7 Penalty notices**

### **29 Penalty notices**

For the purposes of section 27A of the Act:

- (a) each offence arising under a provision specified in Column 1 of Schedule 2 is prescribed as a penalty notice offence, and
- (b) the prescribed penalty for such an offence is the amount specified in relation to the offence in Column 2 of Schedule 2.

Clause 30 Non-Indigenous Animals Regulation 2006

Part 8 Miscellaneous

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## Part 8 Miscellaneous

### 30 Licensees' returns

- (1) The kind of information to be contained in a return furnished by a licensee under section 21 of the Act is the following:
  - (a) the numbers and species of animals kept by the licensee at the start of the period specified in the notice served on the licensee,
  - (b) the numbers and species of animals transferred by the licensee during that period,
  - (c) the names and licence numbers of the persons to whom the animals were transferred,
  - (d) the numbers and species of animals transferred to the licensee during that period,
  - (e) the names and licence numbers of the persons from whom the animals were transferred,
  - (f) the numbers and species of animals kept by the licensee that were born during that period,
  - (g) the numbers and species of animals kept by the licensee that died during that period.
- (2) A licensee must not provide information in a return under section 21 of the Act that the licensee knows is false or misleading in a material particular.  
Maximum penalty: 10 penalty units.

### 31 Prescribed address

The address prescribed for the purposes of section 28 of the Act is:  
The Director-General  
Department of Primary Industries  
161 Kite Street  
Orange NSW 2800

### 32 Savings

- (1) Any act, matter or thing that had effect under the repealed Regulation immediately before its repeal is taken to have effect under this Regulation.
- (2) For the purposes of clauses 11 and 12 of this Regulation, a certification given by a registered veterinary surgeon (as referred to in clauses 11 and 12 of the repealed Regulation) is taken to be a certification given by a veterinary practitioner (within the meaning of the *Veterinary Practice Act 2003*).

Non-Indigenous Animals Regulation 2006

Clause 32

Miscellaneous

Part 8

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- (3) In this clause, *the repealed Regulation* means the *Non-Indigenous Animals Regulation 1997*.

## Non-Indigenous Animals Regulation 2006

## Schedule 1 Classification of non-indigenous animals

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**Schedule 1 Classification of non-indigenous animals**

(Clause 6)

**Part 1 Amphibians**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<b>ORDER ANURA</b>		
<b>Family Bufonidae</b>		
<i>Bufo marinus</i>	Cane Toad	2
<b>Family Dendrobatidae</b>		
<i>Dendrobates auratus</i>	Green Poison-arrow Frog	2
<i>Dendrobates azureus</i>	Blue Poison-arrow Frog	2
<i>Dendrobates tinctorius</i>	Dyeing Poison-arrow Frog	2
<b>Family Leptodactylidae</b>		
<i>Ceratophrys</i> (all species)	Horned-frogs	2
<b>Family Pipidae</b>		
<i>Xenopus laevis</i>	Clawed Toad	2
<b>Family Ranidae</b>		
<i>Pyxicephalus adspersus</i>	African Bullfrog	2
<b>Family Rhacophoridae</b>		
<i>Philautus romeri</i>	Romer's Tree-frog	2
<b>ORDER CAUDATA</b>		
<b>Family Ambystomatidae</b>		
<i>Ambystoma mexicanum</i>	Axolotl	4
<b>Family Cryptobranchidae</b>		
<i>Andrias japonicus</i>	Japanese Salamander; Giant Salamander	2
<b>Family Proteidae</b>		
<i>Necturus alabamensis</i>	Alabama Waterdog	2
<i>Necturus beyeri</i>	Gulf Coast Waterdog	2

## Non-Indigenous Animals Regulation 2006

Classification of non-indigenous animals

Schedule 1

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<i>Necturus lewisi</i>	Neuse River Waterdog	2
<i>Necturus maculosus</i>	Mudpuppy	2
<i>Necturus punctatus</i>	Dwarf Waterdog	2
<b>Family Salamandridae</b>		
<i>Cynops pyrrhogaster</i>	Japanese Newt; Red-bellied Newt	2
<i>Notophthalmus meridionalis</i>	Black-spotted Newt	2
<i>Notophthalmus perstriatus</i>	Striped Newt	2
<i>Notophthalmus viridescens</i>	Red-spotted Newt	2
<i>Triturus cristatus</i>	Warty Newt; Crested Newt	2
<i>Triturus vulgaris</i>	Common Newt; Smooth Newt	2

**Part 2 Reptiles**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<b>ORDER CROCODYLIA</b>		
<b>Family Alligatoridae</b>		
<i>Alligator mississippiensis</i>	American Alligator	2
<i>Caiman crocodilus</i>	Brown Caiman	2
<b>Family Crocodylidae</b>		
<i>Crocodylus mindorensis</i>	Philippine Crocodile	2
<b>ORDER SPHENODONTIDA</b>		
<b>Family Sphenodontidae</b>		
<i>Sphenodon punctatus</i>	Cook Strait Tuatara; Stephen Island Tuatara	3a
<b>ORDER SQUAMATA</b>		
<b>[SUB-ORDER LACERTILIA: lizards]</b>		
<b>Family Agamidae</b>		
<i>Calotes</i> (all species)	Variable-lizards	2

## Non-Indigenous Animals Regulation 2006

## Schedule 1 Classification of non-indigenous animals

Column 1	Column 2	Column 3
Scientific name	Common name	Category
<i>Hydrosaurus pustulatus</i>	Philippine Water-lizard; Sail-fin Lizard	2
<b>Family Anguillidae</b>		
<i>Pseudopus apodus</i>	Sheltopusik; Glass-lizard	2
<b>Family Chamaeleonidae</b>		
<i>Chamaeleo calyptratus</i>	Veiled Chameleon	2
<i>Chamaeleo jacksonii</i>	Jackson's Chameleon	2
<b>Family Cordylidae</b>		
<i>Cordylus giganteus</i>	Sungazer	2
<i>Gerrhosaurus validus</i>	Giant Plated-lizard	2
<b>Family Gekkonidae</b>		
<i>Eublepharis macularius</i>	Leopard Gekko; Fat-tailed Gekko	2
<i>Gekko gekko</i>	Tokay	2
<i>Hemidactylus frenatus</i>	Cheechak; House Gekko	2
<i>Lepidodactylus lugubris</i>	Mourning Gekko; Sad Gekko	2
<i>Phelsuma madagascariensis</i>	Madagascar Gekko	2
<i>Rhacodactylus auriculatus</i>	Eared Caledonian-gekko	2
<i>Rhacodactylus leachianus</i>	Cuvier's Caledonian-gekko	2
<b>Family Helodermatidae</b>		
<i>Heloderma suspectum</i>	Gila Monster	2
<b>Family Iguanidae</b>		
<i>Basiliscus plumifrons</i>	Double-crested Basilisk	2
<i>Brachylophus fasciatus</i>	Banded Fijian-iguana	2
<i>Brachylophus vitiensis</i>	Crested Fijian-iguana	2
<i>Cyclura cornuta</i>	Rhinoceros Iguana	3a
<i>Iguana iguana</i>	Common Iguana; Green Iguana	2
<b>Family Lacertidae</b>		
<i>Lacerta lepida</i>	Jewelled Lizard; Ocellated Lizard	2
<i>Lacerta viridis</i>	Green Lizard; Emerald Lizard	2



## Non-Indigenous Animals Regulation 2006

Classification of non-indigenous animals

Schedule 1

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<b>Family Scincidae</b>		
<i>Tribolonotus gracilis</i>	Crocodile Skink	2
<b>Family Teiidae</b>		
Tupinambis teguixin	Black and White Tegu	2
<b>Family Varanidae</b>		
<i>Varanus komodoensis</i>	Komodo Dragon	3a
<i>Varanus salvadorii</i>	Salvadori's Monitor; Papuan Monitor	2
<b>[SUB-ORDER SERPENTES: snakes]</b>		
<b>Family Acrochordidae</b>		
<i>Acrochordus javanicus</i>	Javan File-snake	2
<b>Family Boidae</b>		
<b>[Sub-family Boinae]</b>		
<i>Boa constrictor</i>	Boa Constrictor	2
<i>Candoia</i> (all species)	Pacific Boas	2
<i>Corallus caninus</i>	Emerald Tree-boa	2
<i>Corallus enydris</i>	Garden Tree-boa	2
<i>Epicrates cenchria</i>	Rainbow Boa	2
<i>Eunectes murinus</i>	Anaconda	2
<i>Eunectes notaeus</i>	Yellow Anaconda	2
<b>[Sub-family Pythoninae]</b>		
<i>Bothrochilus boeleni</i>	Boelen's Python	2
<i>Morelia boa</i>	Ringed Python	2
<i>Python curtus</i>	Blood Python; Short Python	2
<i>Python molurus</i>	Indian Python	2
<i>Python regius</i>	Ball Python	2
<i>Python reticulatus</i>	Reticulated Python	2
<i>Python sebae</i>	African Python	2

## Non-Indigenous Animals Regulation 2006

## Schedule 1 Classification of non-indigenous animals

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<b>Family Colubridae</b>		
<i>Boiga dendrophila</i>	Mangrove Snake	2
<i>Drymarchon corais</i>	Cribos	2
<i>Elaphe guttata</i>	Corn Snake; Red Rat-snake	2
<i>Elaphe obsoleta</i>	Black Rat-snake	2
<i>Elaphe quatorlineata</i>	Four-lined Rat-snake	2
<i>Elaphe schrenkii</i>	Russian Rat-snake	2
<i>Elaphe taeniurus</i>	Black-tailed Rat-snake; Taiwan Rat-snake	2
<i>Lampropeltis getulus</i>	King Snake	2
<i>Lampropeltis mexicana</i>	Grey-banded Snake	2
<i>Lampropeltis triangulum</i>	Milk Snake	2
<i>Pituophis melanoleucus</i>	Bull Snake; Pine Snake	2
<b>Family Crotalidae</b>		
<i>Agkistrodon bilineatus</i>	Cantil	2
<i>Agkistrodon contortrix</i>	Northern Copperhead	2
<i>Agkistrodon piscivorus</i>	Water Moccasin	2
<i>Bothriechis schlegeli</i>	Eye-lash Viper	2
<i>Bothrops alternatus</i>	Urutu	2
<i>Crotalus adamanteus</i>	Eastern Diamondback	2
<i>Crotalus atrox</i>	Western Diamondback	2
<i>Crotalus basiliscus</i>	Mexican Rattlesnake	2
<i>Crotalus lepidus</i>	Rock Rattlesnake	2
<i>Crotalus ruber</i>	Red Rattlesnake	2
<i>Crotalus viridis</i>	Prairie Rattlesnake	2
<i>Sistrurus catenatus</i>	Massasauga	2
<b>Family Elapidae</b>		
<i>Hemachatus haemachatus</i>	Ringhal's Cobra	2
<i>Laticauda schistorhynchus</i>	Banded Seasnake	2
<i>Naja haje</i>	Egyptian Cobra	2

## Non-Indigenous Animals Regulation 2006

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Column 1	Column 2	Column 3
Scientific name	Common name	Category
<i>Naja melanoleuca</i>	Forest Cobra; White-lipped Cobra	2
<i>Naja mossambica</i>	Mozambique Cobra	2
<i>Naja naja</i>	Indian Cobra	2
<i>Ophiophagus hannah</i>	King Cobra	2
<b>Family Viperidae</b>		
<i>Bitis gabonica</i>	Gaboon Viper	2
<i>Bitis nasicornis</i>	Rhinoceros Viper	2
<i>Daboia russelli</i>	Russell's Viper	2
<i>Vipera ammodytes</i>	Sand Adder; Sand Viper	2
<b>ORDER TESTUDINES</b>		
<b>[SUB-ORDER CRYPTODIRES: hidden-necked turtles]</b>		
<b>Family Chelydridae</b>		
<i>Chelydra serpentina</i>	Common Snapping-turtle; Common Snapper	2
<i>Macrolemys temminckii</i>	Alligator Snapping-turtle; Alligator Snapper	2
<b>Family Emydidae</b>		
<b>[Sub-family Batagurinae]</b>		
<i>Chinemys reevesii</i>	Chinese Three-keeled Turtle	2
<i>Cistoclemmys flavomarginata</i>	Yellow-margined Box-turtle	2
<i>Cuora amboinensis</i>	Malayan Box-turtle	2
<i>Cuora trifasciata</i>	Chinese Three-striped Box-turtle	2
<i>Heosemys spinosa</i>	Spiny Turtle; Spiny Terrapin	2
<i>Mauremys caspica</i>	Caspian Turtle	2
<i>Rhinoclemmys pulcherrima</i>	Painted Wood-turtle; Mexican Wood-turtle	2
<b>[Sub-family Emydinae]</b>		
<i>Chrysemys picta</i>	Painted Turtle	2
<i>Clemmys guttata</i>	Spotted Turtle	2
<i>Clemmys insculpta</i>	Wood Turtle	2

## Non-Indigenous Animals Regulation 2006

## Schedule 1 Classification of non-indigenous animals

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<i>Clemmys marmorata</i>	Pacific Pond-turtle; Western Pond-turtle	2
<i>Graptemys geographica</i>	Common Map-turtle	2
<i>Graptemys pseudogeographica</i>	False Map-turtle; Eastern Map-turtle	2
<i>Graptemys versa</i>	Texas Map-turtle	2
<i>Pseudemys floridana</i>	Common Cooter; Florida Slider	2
<i>Terrapene carolina</i>	Common Box-turtle	2
<i>Trachemys scripta</i>	Common Slider; Yellow-bellied Slider	2
<b>Family Kinosternidae</b>		
<i>Kinosternon flavescens</i>	Yellow Mud-turtle	2
<i>Kinosternon subrubrum</i>	Common Mud-turtle	2
<i>Staurotypus triporcatus</i>	Mexican Musk-turtle; Mexican Mud-turtle	2
<i>Sternotherus minor</i>	Loggerhead Musk-turtle; Musk Turtle	2
<b>Family Testudinidae</b>		
<i>Aldabrachelys elephantina</i>	Aldabra Tortoise; Aldabra Giant Tortoise	3a
<i>Chersine angulata</i>	Bowsprit Tortoise	3a
<i>Geochelone chilensis</i>	Chaco Tortoise	2
<i>Geochelone elegans</i>	Indian Star-tortoise	3a
<i>Geochelone nigra</i>	Galapagos Tortoise	3a
<i>Geochelone pardalis</i>	Leopard Tortoise	3a
<i>Geochelone radiata</i>	Radiated Tortoise	3a
<i>Geochelone sulcata</i>	Spurred Tortoise	3a
<i>Gopherus agassizii</i>	Desert Tortoise	3a
<i>Indotestudo elongata</i>	Elongated Tortoise	3a
<i>Kinixys belliana</i>	Bell's Hingeback-tortoise	3a
<i>Manouria emys</i>	Asian Brown-tortoise	3a
<i>Testudo graeca</i>	Spur-thighed Tortoise	3a
<i>Testudo hermanni</i>	Hermann's Tortoise; Greek Tortoise	3a
<i>Testudo horsfieldii</i>	Horsfield's Tortoise	2

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Column 1	Column 2	Column 3
Scientific name	Common name	Category
<b>Family Trionychidae</b>		
<i>Apalone ferox</i>	Florida Softshell-turtle	2
<i>Pelodiscus sinensis</i>	Chinese Softshell-turtle	2
<b>[SUB-ORDER PLEURODIRES: side-necked turtles]</b>		
<b>Family Chelidae</b>		
<i>Chelus fimbriatus</i>	Matamata	2
<i>Platemys platycephala</i>	Twist-necked Turtle	2

**Part 3 Mammals**

Column 1	Column 2	Column 3
Scientific name	Common name	Category
<b>ORDER ARTIODACTYLA</b>		
<b>Family Bovidae</b>		
<b>[Sub-family Antilopinae]</b>		
<i>Antilope cervicapra</i>	Blackbuck	3b
<i>Gazella dama</i>	Addra Gazelle	2
<i>Gazella granti</i>	Grant's Gazelle	2
<b>[Sub-family Bovinae]</b>		
<i>Bison bison</i>	American Bison; Buffalo	3b
<i>Bos grunniens</i>	Domestic Yak	2
<i>Bos javanicus</i>	Banteng	3b
<i>Bos taurus</i>	Domestic Cattle	4
<i>Boselaphus tragocamelus</i>	Nilgai	3a
<i>Bubalus bubalis</i>	Domestic Water Buffalo	3b
<i>Syncerus caffer</i>	Congo Buffalo	2
<i>Taurotragus oryx</i>	Common Eland	3a
<i>Tragelaphus angasii</i>	Lowland Nyala	2
<i>Tragelaphus eurycerus</i>	Bongo	2

## Non-Indigenous Animals Regulation 2006

## Schedule 1 Classification of non-indigenous animals

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<i>Tragelaphus spekii</i>	Sitatunga	2
<i>Tragelaphus strepsiceros</i>	Greater Kudu	2
<b>[Sub-family Caprinae]</b>		
<i>Ammotragus lervia</i>	Barbary Sheep	2
<i>Capra hircus</i>	Domestic Goat	4 & 5
<i>Hemitragus jemlahicus</i>	Himalayan Tahr	2
<i>Ovis aries</i>	Domestic Sheep	4
<i>Rupicapra rupicapra</i>	Chamois	2
<b>[Sub-family Hippotraginae]</b>		
<i>Addax nasomaculatus</i>	Addax	2
<i>Hippotragus niger</i>	Sable Antelope	2
<i>Oryx dammah</i>	Scimitar Oryx	3a
<i>Oryx gazella</i>	Gemsbok	2
<i>Oryx leucoryx</i>	Arabian Oryx	3a
<b>[Sub-family Reduncinae]</b>		
<i>Kobus ellipsiprymnus</i>	Waterbuck	2
<i>Kobus leche</i>	Kafue Lechwe	2
<b>Family Camelidae</b>		
<i>Camelus dromedarius</i>	Dromedary; Arabian Camel	3b
<i>Lama glama</i>	Domestic Llama; Llama	4
<i>Lama guanicoe</i>	Guanicoe	3b
<i>Lama pacos</i>	Domestic Alpaca; Alpaca	4
<i>Vicugna vicugna</i>	Vicugna	3b
<b>Family Cervidae</b>		
<b>[Sub-family Cervinae]</b>		
<i>Axis axis</i>	Spotted Deer; Chital	4
<i>Axis porcinus</i>	Hog Deer	4
<i>Cervus elaphus</i>	Red Deer; Wapiti; Elk	4
<i>Cervus timorensis</i>	Rusa Deer; Timor Deer	4

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Classification of non-indigenous animals

Schedule 1

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<i>Cervus unicolor</i>	Sambar	4
<i>Dama dama</i>	Fallow Deer	4
<b>[Sub-family Muntiacinae]</b>		
<i>Muntiacus muntjak</i>	Indian Muntjak	3b
<b>[Sub-family Odocoileinae]</b>		
<i>Odocoileus virginianus</i>	White-tailed Deer	2
<b>Family Giraffidae</b>		
<i>Giraffa camelopardalis</i>	Giraffe	3a
<b>Family Hippopotamidae</b>		
<i>Hexaprotodon liberiensis</i>	Pygmy Hippopotamus	3a
<i>Hippopotamus amphibius</i>	Common Hippopotamus	3a
<b>Family Suidae</b>		
<i>Sus scrofa</i>	Wild Boar	5
<i>Sus domesticus</i>	Domestic Pig	4 & 5
<b>Family Tayassuidae</b>		
<i>Pecari tajacu</i>	Collared Pecari	2
<b>ORDER CARNIVORA</b>		
<b>Family Canidae</b>		
<i>Canis latrans</i>	Coyote	2
<i>Canis lupus</i>	Wolf	2
<i>Canis familiaris</i>	Domestic Dog	4 & 5
<i>Canis mesomelas</i>	Black-backed Jackal	2
<i>Chrysocyon brachyurus</i>	Maned Wolf	2
<i>Cuon alpinus</i>	Dhole; Red Dog	2
<i>Lycaon pictus</i>	Hunting Dog; African Hunting Dog	2
<i>Nyctereutes procyonoides</i>	Raccoon Dog; Raccoon-dog	2
<i>Vulpes vulpes</i>	Red Fox; European Red Fox	5
<i>Vulpes zerda</i>	Fennec Fox	2

## Non-Indigenous Animals Regulation 2006

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Column 1	Column 2	Column 3
Scientific name	Common name	Category
<b>Family Felidae</b>		
<b>[Sub-family Acinonychinae]</b>		
<i>Acinonyx jubatus</i>	Cheetah	3a
<b>[Sub-family Felinae]</b>		
<i>Caracal caracal</i>	Caracal	2
<i>Catopuma temminckii</i>	Asian Golden Cat	2
<i>Felis chaus</i>	Jungle Cat	2
<i>Felis catus</i>	Domestic Cat	4 & 5
<i>Felis concolor</i>	Puma	3a
<i>Herpailurus yaguarondi</i>	Jaguarondi	2
<i>Leopardus pardalis</i>	Ocelot	2
<i>Leopardus wiedii</i>	Margay	2
<i>Leptailurus serval</i>	Serval	2
<i>Lynx lynx</i>	Eurasian Lynx	2
<i>Lynx rufus</i>	Bobcat	2
<i>Oncifelis geoffroyi</i>	Geoffroy's Cat	2
<i>Otocolobus manul</i>	Pallas's Cat	2
<i>Prionailurus bengalensis</i>	Leopard Cat	2
<i>Prionailurus viverrinus</i>	Fishing Cat	3a
<b>[Sub-family Pantherinae]</b>		
<i>Neofelis nebulosa</i>	Clouded Leopard	3a
<i>Panthera leo</i>	Lion	3a
<i>Panthera onca</i>	Jaguar	3a
<i>Panthera pardus</i>	Leopard	3a
<i>Panthera tigris</i>	Tiger	3a
<i>Uncia uncia</i>	Snow Leopard	3a
<b>Family Herpestidae</b>		
<i>Helogale parvula</i>	Dwarf Mongoose	2
<i>Suricata suricata</i>	Slender-tailed Meerkat	2



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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<b>Family Hyaenidae</b>		
<i>Crocuta crocuta</i>	Spotted Hyaena	2
<i>Hyaena hyaena</i>	Striped Hyaena	2
<b>Family Mustelidae</b>		
<b>[Sub-family Lutrinae]</b>		
<i>Amblonyx cinereus</i>	Small-clawed Otter	2
<i>Lontra canadensis</i>	North American Otter	2
<i>Lutrogale perspicillata</i>	Smooth-coated Otter	2
<b>[Sub-family Melinae]</b>		
<i>Meles meles</i>	Eurasian Badger; Old World Badger	2
<b>[Sub-family Mephitinae]</b>		
<i>Mephitis mephitis</i>	Striped Skunk	2
<b>[Sub-family Mustelinae]</b>		
<i>Eira barbara</i>	Tayra	2
<i>Mustela putorius</i>	Ferret	4
<b>Family Otariidae</b>		
<i>Zalophus californianus</i>	Californian Sea-lion	3a
<b>Family Phocidae</b>		
<i>Phoca vitulina</i>	Harbour Seal	3a
<b>Family Procyonidae</b>		
<b>[Sub-family Potosinae]</b>		
<i>Potos flavus</i>	Kinkajou	2
<b>[Sub-family Procyoninae]</b>		
<i>Nasua nasua</i>	Coati	2
<i>Procyon lotor</i>	Common Raccoon	2
<b>Family Ursidae</b>		
<i>Ailurus fulgens</i>	Red Panda; Lesser Panda	2
<i>Helarctos malayanus</i>	Sun Bear	3a
<i>Ursus americanus</i>	American Black Bear	3a

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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<i>Ursus arctos</i>	Brown Bear	3a
<i>Ursus maritimus</i>	Polar Bear	3a
<i>Ursus thibetanus</i>	Asiatic Black Bear	3a
<b>Family Viverridae</b>		
<b>[Sub-family Paradoxurinae]</b>		
<i>Arctictis binturong</i>	Binturong	2
<i>Arctogalidia trivirgata</i>	Three-striped Palm-civet; Small-toothed Palm-civet	2
<b>[Sub-family Viverrinae]</b>		
<i>Genetta maculata</i>	Rusty-spotted Genet	2
<b>ORDER DASYUROMORPHA</b>		
<b>Family Dasyuridae</b>		
<i>Dasyurus albopunctatus</i>	New Guinea Quoll	2
<b>ORDER DIPROTODONTIA</b>		
<b>Family Macropodidae</b>		
<i>Dendrolagus dorianus</i>	Doria's Tree-kangaroo	2
<i>Dendrolagus goodfellowi</i>	Goodfellow's Tree-kangaroo	2
<i>Dendrolagus matschiei</i>	Matschie's Tree-kangaroo	2
<i>Dorcopsis luctuosa</i>	Grey Dorcopsis	2
<b>Family Petauridae</b>		
<i>Petaurus breviceps papuanus</i>	Sugar Glider	2
<b>Family Phalangeridae</b>		
<i>Strigocuscus gymnotis</i>	Ground Cuscus	2
<b>ORDER INSECTIVORA</b>		
<b>Family Erinaceidae</b>		
<i>Erinaceus europaeus</i>	European Hedgehog	2
<b>ORDER LAGOMORPHA</b>		
<b>Family Leporidae</b>		
<i>Lepus europaeus</i>	European Hare	5

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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<i>Oryctolagus cuniculus</i>	European Rabbit	4 & 5
<b>ORDER MONOTREMATA</b>		
<b>Family Tachyglossidae</b>		
<i>Zaglossus bruijni</i>	Long-beaked Echidna; Long-nosed Echidna	2
<b>ORDER PERISSODACTYLA</b>		
<b>Family Equidae</b>		
<i>Equus asinus</i>	Donkey	4
<i>Equus burchellii</i>	Common Zebra; Burchell's Zebra	2
<i>Equus caballus</i>	Domestic Horse	4
<i>Equus ferus przewalskii</i>	Przewalski's Horse	2
<i>Equus grevyi</i>	Grevy's Zebra	2
<i>Equus onager</i>	Onager	2
<b>Family Rhinocerotidae</b>		
<i>Ceratotherium simum</i>	White Rhinoceros	3a
<i>Diceros bicornis</i>	Black Rhinoceros	3a
<i>Rhinoceros unicornis</i>	Indian Rhinoceros	2
<b>Family Tapiridae</b>		
<i>Tapirus indicus</i>	Malayan Tapir	2
<i>Tapirus terrestris</i>	Brazilian Tapir	2
<b>ORDER PRIMATES</b>		
<b>Family Callitrichidae</b>		
<i>Callithrix jacchus</i>	Common Marmoset	2
<i>Callithrix pygmaea</i>	Pygmy Marmoset	2
<i>Leontopithecus rosalia</i>	Golden Lion-tamarin	2
<i>Saguinus fuscicollis</i>	Saddle-backed Tamarin; Weddell's Tamarin	2
<i>Saguinus imperator</i>	Emperor Tamarin	2
<i>Saguinus labiatus</i>	Red-bellied Tamarin; White-lipped Tamarin	2

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Column 1	Column 2	Column 3
Scientific name	Common name	Category
<i>Saguinus midas</i>	Red-handed Tamarin; Golden-handed Tamarin	2
<i>Saguinus mystax</i>	Moustached Tamarin	2
<i>Saguinus oedipus</i>	Cotton-top Tamarin	2
<b>Family Cebidae</b>		
<i>Aotus trivirgatus</i>	Northern Night-monkey; Northern Grey-necked Owl-monkey	2
<i>Ateles belzebuth</i>	Long-haired Spider-monkey; White-bellied Spider-monkey	3a
<i>Ateles fusciceps</i>	Brown-headed Spider-monkey	3a
<i>Ateles geoffroyi</i>	Black-handed Spider-monkey	3a
<i>Ateles paniscus</i>	Black Spider-monkey	3a
<i>Cebus albifrons</i>	Brown Pale-fronted Capuchin; White-fronted Capuchin	2
<i>Cebus apella</i>	Black-capped Capuchin; Tufted Capuchin	2
<i>Saimiri boliviensis</i>	Bolivian Squirrel-monkey	2
<i>Saimiri sciureus</i>	Common Squirrel-monkey	2
<b>Family Cercopithecidae</b>		
<b>[Sub-family Cercopithecinae]</b>		
<i>Cercopithecus diana</i>	Diana Monkey	2
<i>Cercopithecus mitis</i>	Blue Monkey	2
<i>Cercopithecus neglectus</i>	De Brazza's Monkey	2
<i>Cercopithecus petaurista</i>	Lesser Spot-nosed Guenon	2
<i>Chlorocebus aethiops</i>	Savannah Monkey Vervet; Green Monkey; Grivet	2
<i>Erythrocebus patas</i>	Patas Monkey	2
<i>Lophocebus albigena</i>	Black Mangabey; Crested Mangabey; White-cheeked Mangabey	2
<i>Macaca arctoides</i>	Bear Macaque; Stump-tailed Macaque	3a
<i>Macaca fascicularis</i>	Crab-eating Macaque; Long-tailed Macaque	3a

## Non-Indigenous Animals Regulation 2006

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## Schedule 1

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<i>Macaca fuscata</i>	Japanese Macaque	3a
<i>Macaca maura</i>	Moor Macaque; Celebes Moor-macaque	3a
<i>Macaca mulatta</i>	Rhesus Macaque	3a
<i>Macaca nemestrina</i>	Pig-tailed Macaque; Pigtail Macaque	3a
<i>Macaca nigra</i>	Celebes Ape; Celebes Black Macaque; Crested Macaque	3a
<i>Macaca radiata</i>	Bonnet Macaque	3a
<i>Macaca silenus</i>	Liontail Macaque; Lion-tailed Macaque	3a
<i>Mandrillus sphinx</i>	Mandrill	2
<i>Miopithecus talapoin</i>	Talapoin	2
<i>Papio hamadryas</i>	Baboon; Hamadryas Baboon; Olive Baboon; Yellow Baboon; Guinea Baboon; Chacma Baboon	2
<i>Theropithecus gelada</i>	Gelada; Gelada Baboon	2
<b>[Sub-family Colobinae]</b>		
<i>Colobus guereza</i>	Eastern Black-and-white Colobus; Abyssinian Guereza; Guereza	2
<i>Semnopithecus entellus</i>	Entellus Langur; Hanuman Langur	2
<i>Trachypithecus cristatus</i>	Silvered Leaf-monkey; Silvered Langur	2
<i>Trachypithecus obscurus</i>	Dusky Leaf-monkey	2
<i>Trachypithecus vetulus</i>	Purple-faced Leaf-monkey	2
<b>Family Galagonidae</b>		
<i>Galago senegalensis</i>	Northern Lesser Bushbaby	2
<i>Otolemur crassicaudatus</i>	Thick-tailed Greater Bushbaby	2
<b>Family Hominidae</b>		
<i>Gorilla gorilla</i>	Gorilla	3a
<i>Pan troglodytes</i>	Chimpanzee	3a
<i>Pongo pygmaeus</i>	Orang-hutan; Orang-utan	3a
<b>Family Hylobatidae</b>		
<i>Hylobates agilis</i>	Dark-handed Gibbon; Agile Gibbon	2
<i>Hylobates concolor</i>	Black Gibbon; Crested Gibbon	2

## Non-Indigenous Animals Regulation 2006

## Schedule 1 Classification of non-indigenous animals

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<i>Hylobates hoolock</i>	Hoolock Gibbon; White-browed Gibbon	2
<i>Hylobates klossi</i>	Kloss's Gibbon	2
<i>Hylobates lar</i>	White-handed Gibbon; Common Gibbon	2
<i>Hylobates leucogenys</i>	White-cheeked Gibbon	2
<i>Hylobates moloch</i>	Javan Gibbon; Silvery Gibbon	2
<i>Hylobates muelleri</i>	Bornean Gibbon; Muller's Gibbon	2
<i>Hylobates syndactylus</i>	Siamang	2
<b>Family Lemuridae</b>		
<i>Eulemur fulvus</i>	Brown Lemur	2
<i>Eulemur macaco</i>	Black Lemur	2
<i>Eulemur mongoz</i>	Mongoose Lemur	2
<i>Lemur catta</i>	Ring-tailed Lemur	2
<i>Varecia variegata</i>	Ruffed Lemur	2
<b>Family Loridae</b>		
<i>Loris tardigradus</i>	Slender Loris	2
<i>Nycticebus coucang</i>	Slow Loris	2
<b>ORDER PROBOSCIDEA</b>		
<b>Family Elephantidae</b>		
<i>Elephas maximus</i>	Asian Elephant; Asiatic Elephant	3a
<i>Loxodonta africana</i>	African Elephant	3a
<b>ORDER RODENTIA</b>		
<b>Family Castoridae</b>		
<i>Castor canadensis</i>	American Beaver	2
<b>Family Caviidae</b>		
<i>Cavia porcellus</i>	Domestic Guinea-pig	4
<i>Dolichotis patagonum</i>	Patagonian Cavy	2
<b>Family Dasyproctidae</b>		
<i>Dasyprocta azarae</i>	Green Agouti	2
<i>Dasyprocta leporina</i>	Brazilian Agouti	2

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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<b>Family Hydrochaeridae</b>		
<i>Hydrochaeris hydrochaeris</i>	Capibara	2
<b>Family Hystricidae</b>		
<i>Hystrix cristata</i>	African Porcupine	2
<i>Hystrix indica</i>	Indian Crested Porcupine	2
<b>Family Muridae</b>		
<i>Mus musculus</i>	House Mouse	4 & 5
<i>Rattus norvegicus</i>	Brown Rat	4 & 5
<i>Rattus rattus</i>	Black Rat	4 & 5
<b>Family Pedetidae</b>		
<i>Pedetes capensis</i>	Spring Hare	2
<b>Family Sciuridae</b>		
<i>Callosciurus</i> (all species)	Giant Squirrels	2
<i>Cynomys ludovicianus</i>	Black-tailed Prairie-dog	2
<i>Funambulus pennantii</i>	Northern Palm-squirrel	2
<i>Tamias</i> (all species)	Chipmunks	2
<b>ORDER SCANDENTIA</b>		
<b>Family Tupaiidae</b>		
<i>Tupaia glis</i>	Common Tree-shrew	2
<b>ORDER TUBULIDENTATA</b>		
<b>Family Orycteropodidae</b>		
<i>Orycteropus afer</i>	Aardvark	2
<b>ORDER XENARTHRA</b>		
<b>Family Dasypodidae</b>		
<i>Chaetophractus villosus</i>	Hairy Armadillo	2
<i>Dasypus novemcinctus</i>	Long-nosed Armadillo	2
<b>Family Megalonychidae</b>		
<i>Choloepus hoffmanni</i>	Two-toed Sloth; Hoffmann's Sloth	3a

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Column 1	Column 2	Column 3
Scientific name	Common name	Category
<b>Family Myrmecophagidae</b>		
<i>Myrmecophaga tridactyla</i>	Giant Anteater	3a

**Part 4 Birds**

Column 1	Column 2	Column 3
Scientific name	Common name	Category
<b>ORDER ANSERIFORMES</b>		
<b>Family Anatidae</b>		
<i>Aix galericulata</i>	Mandarin Duck	4
<i>Aix sponsa</i>	Wood Duck	4
<i>Alopochen aegyptiacus</i>	Egyptian Goose	4
<i>Anas platyrhynchos</i>	Mallard and all strains of domestic duck	4
<i>Anser anser</i>	Greylag and all domestic strains of geese	4
<i>Anser cygnoides</i>	Chinese Goose; Swan Goose	4
<i>Aythya novaeseelandiae</i>	New Zealand Scaup	4
<i>Branta canadensis</i>	Canada Goose	4
<i>Cairina moschate</i>	Muscovy Duck	4
<i>Cygnus olor</i>	Mute Swan	4
<i>Tadorna ferruginea</i>	Ruddy Shelduck	4
<i>Tadorna variegata</i>	Paradise Shelduck	4
<b>ORDER CICONIIFORMES</b>		
<b>Family Ciconiidae</b>		
<i>Vultur gryphus</i>	Andean Condor	4
<b>Family Phoenicopteridae</b>		
<i>Phoenicopus chilensis</i>	Chilean Flamingo	4
<i>Phoenicopus ruber</i>	Greater Flamingo	4



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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<b>ORDER COLUMBIFORMES</b>		
<b>Family Columbidae</b>		
<i>Caloenas nicobarica</i>	Nicobar Pigeon	4
<i>Columba livia</i>	Rock Pigeon; Common Pigeon	4
<i>Columbina talpacoti</i>	Talpacoti; Ruddy Ground-dove	4
<i>Gallicolumba jobiensis</i>	White Bibbed Ground-dove	4
<i>Gallicolumba luzonica</i>	Luzon Bleeding-heart Pigeon	4
<i>Goura victoria</i>	Victoria Crowned-pigeon	4
<i>Hemiphaga novaeseelandiae</i>	New Zealand Pigeon	4
<i>Oena capensis</i>	Masked Dove; Harelquin Dove; Namaqua Dove	4
<i>Streptopelia risoria</i>	Ringed Turtle Dove; Barbary Dove	4
<i>Streptopelia chinensis</i>	Spotted Dove	4
<i>Streptopelia senegalensis</i>	Laughing Dove	4
<i>Streptopelia tranquebarica</i>	Red Collared-dove	4
<b>ORDER CRACIFORMES</b>		
<b>Family Cracidae</b>		
<i>Mitu tuberosa</i>	Razor-billed Curassow	4
<b>ORDER GALLIFORMES</b>		
<b>Family Numididae</b>		
<i>Numida meleagris</i>	Helmeted Guineafowl	4
<b>Family Odontophoridae</b>		
<i>Colinus virginianus</i>	Northern Bobwhite	4
<i>Lophortyx californica</i>	California Quail	4
<b>Family Phasianidae</b>		
<i>Alectoris chukar</i>	Chukar Partridge	4
<i>Chrysolophus amherstiae</i>	Lady Amherst's Pheasant	4
<i>Chrysolophus pictus</i>	Golden Pheasant	4
<i>Coturnix chinensis</i>	King Quail; Chinese Painted Quail	4

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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<i>Coturnix coturnix</i>	Common Quail	4
<i>Coturnix japonica</i>	Japanese Quail	4
<i>Francolinus francolinus</i>	Black Francolin	4
<i>Gallus gallus</i>	Red Junglefowl and all strains of domestic chicken	4
<i>Lophophorus impejanus</i>	Himalayan Monal	4
<i>Lophura diardi</i>	Siamese Pheasant	4
<i>Lophura edwardsi</i>	Edward's Pheasant	4
<i>Lophura leucomelanos</i>	Kalij Pheasant	4
<i>Lophura nycthemera</i>	Silver Pheasant	4
<i>Lophura swinhoii</i>	Swinhoe's Pheasant	4
<i>Meleagris gallopavo</i>	Turkey	4
<i>Pavo cristatus</i>	Indian Peafowl	4
<i>Pavo muticus</i>	Green Peafowl	4
<i>Phasianus colchicus</i>	Common Pheasant	4
<i>Syrnaticus reevesii</i>	Reeve's Pheasant	4
<b>ORDER PASSERIFORMES</b>		
<b>Family Alaudidae</b>		
<i>Alauda arvensis</i>	Common Skylark	4
<b>Family Fringillidae</b>		
<i>Carduelis cannabina</i>	Eurasian Linnet	4
<i>Carduelis carduelis</i>	European Goldfinch	4
<i>Carduelis chloris</i>	European Greenfinch	4
<i>Carduelis cucullata</i>	Red Siskin	4
<i>Carduelis flammea</i>	Common Redpoll	4
<i>Carduelis magellanica</i>	Black-headed Siskin	4
<i>Carduelis notata</i>	Black-headed Siskin	4
<i>Carduelis sinica</i>	Oriental Greenfinch	4
<i>Carduelis spinoides</i>	Yellow-breasted Greenfinch	4

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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<i>Carduelis spinus</i>	Eurasian Siskin	4
<i>Carduelis uropygialis</i>	Yellow-rumped Siskin	4
<i>Carpodacus mexicanus</i>	House Finch	4
<i>Carpodacus purpureus</i>	Purple Finch	4
<i>Coryphospingus cucullatus</i>	Red-crested Finch	4
<i>Emberiza citrinella</i>	Yellowhammer	4
<i>Fringilla coelebs</i>	Chaffinch	4
<i>Paroaria coronata</i>	Red-crested Cardinal	4
<i>Serinus atrogularis</i>	Southern Yellow-rumped Seedeater	4
<i>Serinus canaria</i>	Canary	4
<i>Serinus dorsostriatus</i>	White-bellied Canary	4
<i>Serinus dorsostriatus x Serinus xanthopygius</i>	White-bellied Canary x Abyssinian Yellow-rumped Seedeater	4
<i>Serinus flaviventris</i>	Yellow Canary	4
<i>Serinus leucopygius</i>	White-rumped Seedeater	4
<i>Serinus mozambicus</i>	Yellow-fronted Canary	4
<i>Serinus serinus</i>	European Serin	4
<i>Serinus xanthopygius</i>	Abyssinian Yellow-rumped Seedeater	4
<i>Sicalis flaveola</i>	Saffron Finch	4
<i>Tiaris canora</i>	Cuban Grassquit	4
<i>Volatinia jacarina</i>	Jacarina; Blue-black Grassquit	4
<b>Family Muscicapidae</b>		
<i>Copsychus malabaricus</i>	White-rumped Shama	4
<i>Copsychus saularis</i>	Oriental Magpie-robin	4
<i>Turdus merula</i>	Eurasian Blackbird	4
<i>Turdus philomelos</i>	Song Thrush	4
<b>Family Passeridae</b>		
<i>Amadina erythrocephala</i>	Red-headed Finch	4
<i>Amadina fasciata</i>	Cut-throat Finch	4
<i>Amandava amandava amandava</i>	Red Avadavat	4

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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<i>Amandava amandava punicea</i>	Red Strawberry Finch	4
<i>Amandava formosa</i>	Green Avadavat	4
<i>Amandava subflava</i>	Zebra Waxbill	4
<i>Erythrura cyaneovirens</i>	Red-headed Parrotfinch	4
<i>Erythrura hyperythra</i>	Tawny-breasted Parrotfinch	4
<i>Erythrura pealii</i>	Fiji Parrotfinch	4
<i>Erythrura prasina</i>	Pin-tailed Parrotfinch	4
<i>Erythrura psittacea</i>	Red-throated Parrotfinch; Red faced Parrotfinch	4
<i>Erythrura trichroa</i> (excluding <i>Erythrura sigillifera</i> )	Blue-faced Parrotfinch	4
<i>Erythrura tricolor</i>	Tricolored Parrotfinch	4
<i>Erythrura trichroa</i> x <i>Erythrura tricolor</i>	Blue-faced Parrotfinch x Tricolored Parrotfinch	4
<i>Estrilda astrild</i>	St Helena Waxbill; Common Waxbill	4
<i>Estrilda melpoda</i>	Orange-cheeked Waxbill	4
<i>Estrilda troglodytes</i>	Black-rumped Waxbill	4
<i>Euplectes afer</i>	Yellow-crowned Bishop	4
<i>Euplectes axillaris</i>	Red-shouldered Whydah, Fan-tailed Widow-bird	4
<i>Euplectes orix franciscana</i>	Orange Bishop Weaver	4
<i>Euplectes orix orix</i>	Red Bishop Weaver; Grenadier Weaver	4
<i>Euschistospiza dybowskii</i>	Dybowskis Twinspot	4
<i>Foudia eminentissima</i>	Red-headed Fody	4
<i>Foudia madagascariensis</i>	Madagascar Fody	4
<i>Hypargos niveoguttatus</i>	Peters's Twinspot	4
<i>Lagonosticta rubricata</i>	African Firefinch	4
<i>Lagonosticta senegala</i>	Red-billed Firefinch	4
<i>Lonchura bicolor</i>	Rufous-backed Munia	4
<i>Lonchura cantans</i>	Silverbill	4
<i>Lonchura domestica</i>	Bengalese Mannikin	4

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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
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<i>Lonchura griseicapilla</i>	Grey-headed Silverbill	4
<i>Lonchura leucogastroides</i>	White-bellied Munia; Javan Munia	4
<i>Lonchura maja</i>	White-headed Munia	4
<i>Lonchura malabarica</i>	White-throated Silverbill	4
<i>Lonchura malacca atricapilla</i>	Southern Black-headed Munia	4
<i>Lonchura malacca ferruginosa</i>	Chestnut Munia	4
<i>Lonchura malacca malacca</i>	Black-headed Munia; Black-headed Nun	4
<i>Lonchura punctulata</i>	Spice Finch; Scaly-breasted Munia	4
<i>Lonchura striata</i>	White-rumped Munia	4
<i>Mandingoa nitidula</i>	Green-backed Twinspot	4
<i>Padda oryzivora</i>	Java Sparrow	4
<i>Passer domesticus</i>	House Sparrow	4
<i>Passer flaveolus</i>	Plain-backed Sparrow	4
<i>Passer luteus</i>	Sudan Golden Sparrow	4
<i>Passer montanus</i>	Eurasian Tree Sparrow	4
<i>Pytilia hypogrammica</i>	Yellow-winged Pytilia	4
<i>Pytilia hypogrammica lopezi</i>	Red-faced Aurora	4
<i>Pytilia melba</i>	Green-winged Pytilia; Melba Finch	4
<i>Pytilia phoenicoptera</i>	Red-winged Pytilia; Aurora Finch	4
<i>Uraeginthus angolensis</i>	Blue-breasted Cordonbleu	4
<i>Uraeginthus bengalus</i>	Red-cheeked Cordonbleu	4
<i>Uraeginthus cyanocephala</i>	Blue-capped Cordonbleu	4
<i>Uraeginthus granatina</i>	Common Grenadier	4
<i>Uraeginthus ianthinogaster</i>	Purple Grenadier	4
<i>Vidua macroura</i>	Pin-tailed Whydah	4
<b>Family Pycnonotidae</b>		
<i>Pycnonotus jocosus</i>	Red-whiskered Bulbul	4
<b>Family Sturnidae</b>		
<i>Acridotheres tristis</i>	Common Myna	4

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Column 1	Column 2	Column 3
Scientific name	Common name	Category
<i>Sturnus vulgaris</i>	Common Starling	4
<b>Family Sylviidae</b>		
<i>Leiothrix argentauris</i>	Silver-eared Mesia	4
<i>Leiothrix lutea</i>	Red-billed Leiothrix	4
<b>ORDER PSITTACIFORMES</b>		
<b>Family Psittacidae</b>		
<i>Agapornis fischeri</i>	Fischer's Lovebird	4
<i>Agapornis lilianae</i>	Nyasa Lovebird	4
<i>Agapornis nigrigenis</i>	Black-cheeked Lovebird	4
<i>Agapornis personata</i>	Masked Lovebird	4
<i>Agapornis roseicollis</i>	Peach-faced Lovebird	4
<i>Alisterus amboinensis</i>	Moluccan King-parrot	4
<i>Amazona aestiva</i>	Blue-fronted Parrot	4
<i>Amazona albifrons</i>	White-fronted Parrot	4
<i>Amazona amazonica</i>	Orange-winged Parrot	4
<i>Amazona auropalliata</i>	Yellow-naped Parrot	4
<i>Amazona autumnalis</i>	Red-lored Amazon	4
<i>Amazona finschi</i>	Lilac-crowned Parrot	4
<i>Amazona leucocephala</i>	Cuban Parrot	4
<i>Amazona ochrocephala</i>	Yellow-headed Amazon	4
<i>Amazona oratrix</i>	Yellow-headed Parrot	4
<i>Amazona pretrei</i>	Red-spectacled Parrot	4
<i>Amazona viridigenalis</i>	Red-crowned Parrot	4
<i>Amazona xanthops</i>	Yellow-faced Parrot	4
<i>Anodorhynchus hyacinthinus</i>	Hyacinth Macaw	4
<i>Ara ambigua</i>	Great Green Macaw	4
<i>Ara ararauna</i>	Blue-and-gold Macaw	4
<i>Ara ararauna x Ara.chloropterus</i>	Blue-and-gold Macaw x Green-winged Macaw	4
<i>Ara auricollis</i>	Yellow-collared Macaw	4

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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<i>Ara chloropterus</i>	Green-winged Macaw	4
<i>Ara macao</i>	Scarlet Macaw	4
<i>Ara manilata</i>	Red-bellied Macaw	4
<i>Ara maracana</i>	Blue-winged Macaw	4
<i>Ara militaris</i>	Military Macaw	4
<i>Ara nobilis</i>	Red-shouldered Macaw	4
<i>Ara rubrogenys</i>	Red-fronted Macaw	4
<i>Ara severa</i>	Chestnut-fronted Macaw	4
<i>Aratinga acuticaudata</i>	Blue-crowned Parakeet	4
<i>Aratinga aurea</i>	Golden-crown Conure	4
<i>Aratinga auricapilla</i>	Golden-capped Conure	4
<i>Aratinga auricapilla x Aratinga jandaya</i>	Golden-capped Conure x Janday Conure	4
<i>Aratinga guarouba</i>	Golden Parakeet	4
<i>Aratinga jandaya</i>	Janday Conure	4
<i>Aratinga solstitialis</i>	Sun Conure	4
<i>Aratinga weddellii</i>	Dusky-headed Conure	4
<i>Bolborhynchus lineola</i>	Barred Parakeet	4
<i>Cacatua alba</i>	White Cockatoo	4
<i>Cacatua goffini</i>	Tanimbar Cockatoo	4
<i>Cacatua moluccensis</i>	Salmon-crested Cockatoo	4
<i>Cacatua sulphurea</i>	Yellow-crested Cockatoo	4
<i>Chalcopsitta atra</i>	Black Lory	4
<i>Chalcopsitta atra x Trichoglossus haematodus</i>	Black Lory x Rainbow Lorikeet	4
<i>Chalcopsitta cardinalis</i>	Cardinal Lory	4
<i>Chalcopsitta cardinalis x Trichoglossus haematodus</i>	Cardinal Lory x Rainbow Lorikeet	4
<i>Chalcopsitta duivenbodei</i>	Brown Lory	4
<i>Chalcopsitta sintillata</i>	Yellow-streaked Lory	4
<i>Charmosyna papou</i>	Papuan Lorikeet	4

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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<i>Cyanoliseus patagonus</i>	Burrowing Parakeet	4
<i>Cyanoramphus auriceps auriceps</i>	Yellow-fronted Kakariki	4
<i>Cyanoramphus novaezelandiae novaezelandiae</i>	Red-fronted Kakariki	4
<i>Cyanoramphus unicolor</i>	Antipodes Parakeet	4
<i>Deropterus accipitrinus</i>	Red-fan Parrot	4
<i>Eclectus roratus</i>	Eclectus Parrot	4
<i>Eclectus roratus polychloros</i>	Red-sided Eclectus Parrot	4
<i>Eclectus roratus solomonensis</i>	Solomon Island Eclectus Parrot	4
<i>Eclectus roratus vosmaeri</i>	Vosmaer's Eclectus	4
<i>Eos bornea</i>	Red Lory	4
<i>Eos cyanogenia</i>	Black-winged Lory	4
<i>Eos histrio</i>	Red-and-blue Lory	4
<i>Eos reticulata</i>	Blue-streaked Lory	4
<i>Eos semilarvata</i>	Blue-eared Lory	4
<i>Eos squamata</i>	Violet-necked Lory	4
<i>Forpus coelestis</i>	Pacific Parrotlet	4
<i>Loriculus galgulus</i>	Blue-crowned Hanging-parrot	4
<i>Lorius chlorocercus</i>	Yellow-bibbed Lory	4
<i>Lorius domicella</i>	Purple-naped Lory	4
<i>Lorius garrulus</i>	Chattering Lory	4
<i>Lorius lory</i>	Black-capped Lory	4
<i>Myopsitta monachus</i>	Monk Parrot	4
<i>Nandayus nenday</i>	Nanday Conure	4
<i>Neopsittacus musschenbroekii</i>	Yellow-billed Lorikeet	4
<i>Nestor notabilis</i>	Kea	4
<i>Phigys solitarius</i>	Collared Lory	4
<i>Pionites leucogaster</i>	White-bellied Parrot	4
<i>Pionites melanocephala</i>	Black-headed Parrot	4
<i>Pionus chalcopterus</i>	Bronze-winged Parrot	4



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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Scientific name</b>	<b>Common name</b>	<b>Category</b>
<i>Pionus senilis</i>	White-crowned Parrot	4
<i>Poicephalus gularis</i>	Red-fronted Parrot	4
<i>Poicephalus meyeri</i>	Meyers Parrot	4
<i>Poicephalus robustus</i>	Brown-necked Parrot	4
<i>Poicephalus rufiventris</i>	Red-bellied Parrot	4
<i>Poicephalus senegalus</i>	Senegal Parrot	4
<i>Prosopieia personata</i>	Masked Shining-parrot	4
<i>Prosopieia tabuensis</i>	Red Shining-parrot	4
<i>Pseudeos fuscata</i>	Dusky Lory	4
<i>Psittacula alexandri</i>	Red-breasted Parakeet	4
<i>Psittacula columboides</i>	Malabar Parakeet	4
<i>Psittacula cyanocephala</i>	Plum-headed Parakeet	4
<i>Psittacula derbiana</i>	Derbyan Parakeet	4
<i>Psittacula eupatria</i>	Alexandrine Parakeet	4
<i>Psittacula himalayana</i>	Slaty-headed Parakeet	4
<i>Psittacula krameri</i>	Indian Ring-necked Parakeet	4
<i>Psittacula roseata</i>	Blossom-headed Parakeet	4
<i>Psittacus erithacus</i>	African Grey Parrot	4
<i>Psitteuteles goldiei</i>	Goldies Lorikeet	4
<i>Pyrrhura cruentata</i>	Blue-throated Conure	4
<i>Pyrrhura egregia</i>	Fiery-shouldered Parakeet	4
<i>Pyrrhura frontalis</i>	Maroon-bellied Conure	4
<i>Pyrrhura leucotis</i>	White-eared Parakeet	4
<i>Pyrrhura melanura</i>	Maroon-tailed Conure	4
<i>Pyrrhura molinae</i>	Green-cheeked Parakeet	4
<i>Pyrrhura perlata</i>	Pearly Parakeet	4
<i>Pyrrhura picta</i>	Painted Parakeet	4
<i>Pyrrhura rhodogaster</i>	Crimson-bellied Parakeet	4
<i>Pyrrhura rupicola</i>	Black-capped Parakeet	4

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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
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<i>Rhynchopsitta pachyrhyncha</i>	Thick-billed Parrot	4
<i>Trichoglossus euteles</i>	Olive-headed Lorikeet	4
<i>Trichoglossus haematodus</i>	Rainbow Lorikeet	4
<i>Trichoglossus johnstoniae</i>	Mindanao Lorikeet	4
<i>Trichoglossus ornatus</i>	Ornate Lorikeet	4
<b>ORDER</b>		
<b>STRUTHIONIFORMES</b>		
<b>Family Apterygidae</b>		
<i>Apteryx australis</i>	Brown Kiwi	4
<b>Family Rheidae</b>		
<i>Rhea americana</i>	Greater Rhea	4
<b>Family Struthionidae</b>		
<i>Struthio camelus</i>	Ostrich	4

Non-Indigenous Animals Regulation 2006

Penalty notice offences

Schedule 2

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## Schedule 2    Penalty notice offences

(Clause 29)

<b>Column 1</b>	<b>Column 2</b>
<b>Offence</b>	<b>Penalty</b>
<b>Offences under the Act</b>	
Section 10 (1)	\$550
Section 10 (2)	\$220
Section 11 (1)	\$550
Section 11 (2)	\$220
Section 12 (1)	\$550
Section 12 (2)	\$220
Section 13 (1)	\$550
Section 13 (2)	\$220
Section 13 (3)	\$220
Section 21 (2)	\$220

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New South Wales

# Occupational Health and Safety Amendment (Certificates of Competency) Regulation 2006

under the

Occupational Health and Safety Act 2000

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Occupational Health and Safety Act 2000*.

JOHN DELLA BOSCA, M.L.C.,  
Minister for Commerce

## Explanatory note

The object of this Regulation is to amend the *Occupational Health and Safety Regulation 2001*:

- (a) so that applications for certificates of competency may be lodged with an organisation nominated by WorkCover, and
- (b) to allow WorkCover to issue a certificate of competency to a person who has previously held a certificate of competency in relation to the same kind of work as that applied for (in addition to a person who has previously held the same type of certificate) even if the person does not hold a notice of satisfactory assessment issued not more than 60 days before the application, and
- (c) to provide that persons may only apply for the conversion of certain recognised qualifications to certificates of competency if the application is made before 1 September 2006, and
- (d) to allow for the expiry of a certificate of competency on the day that the holder of the certificate surrenders that certificate to an organisation nominated by WorkCover, or on the day that a new certificate is issued to the person authorising the same kind of work as the existing certificate, and
- (e) to make other minor amendments.

This Regulation is made under the *Occupational Health and Safety Act 2000*, including sections 33 (the general regulation-making power) and 35.

Clause 1 Occupational Health and Safety Amendment (Certificates of Competency)  
Regulation 2006

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## **Occupational Health and Safety Amendment (Certificates of Competency) Regulation 2006**

under the

Occupational Health and Safety Act 2000

### **1 Name of Regulation**

This Regulation is the *Occupational Health and Safety Amendment (Certificates of Competency) Regulation 2006*.

### **2 Amendment of Occupational Health and Safety Regulation 2001**

The *Occupational Health and Safety Regulation 2001* is amended as set out in Schedule 1.

Occupational Health and Safety Amendment (Certificates of Competency)  
Regulation 2006

Amendments

Schedule 1

---

## Schedule 1 Amendments

(Clause 2)

**[1] Clause 289 Applications for certificates**

Insert “the issue of or renewal of” after “application for”.

**[2] Clause 289 (a)**

Omit “WorkCover”.

Insert instead “an organisation nominated by WorkCover to accept such applications (including WorkCover itself if nominated)”.

**[3] Clause 290 Issue of certificates**

Insert “, or relating to the same kind of work as will be authorised by the certificate applied for” after “applied for” in clause 290 (5).

**[4] Clause 291 Conversion of recognised qualifications to certificates of competency**

Insert at the end of clause 291 (2) (c):

, and

(d) must be made before 1 September 2006.

**[5] Clause 293**

Omit the clause. Insert instead:

**293 Term of certificates**

- (1) Unless sooner cancelled, a certificate of competency expires on the earlier of:
  - (a) the day specified in subclause (2) for the expiry of a certificate of competency, or
  - (b) the day that the certificate is surrendered to an organisation nominated by WorkCover to accept surrendered certificates (including WorkCover itself if nominated), or
  - (c) the day that the holder of the certificate is issued a new certificate of competency authorising the holder to do the same kind of work as the holder is authorised to do under the existing certificate.

Occupational Health and Safety Amendment (Certificates of Competency)  
Regulation 2006

Schedule 1 Amendments

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- (2) For the purposes of subclause (1) (a), the day specified for the expiry of a certificate of competency is:
  - (a) the day that is 5 years after its date of issue, or
  - (b) in the case of a certificate issued before 29 March 2004—  
at the end of 29 March 2009 or such later date as is specified in an order made under subclause (3).
- (3) The Minister may, by order published in the Gazette, postpone the expiry date of a certificate of competency referred to in subclause (2) (b), or of any class of such certificates, to such later date as is specified in the order.
- (4) A certificate of competency is of no effect while it is suspended.
- (5) Despite subclause (1), if the holder of a certificate of competency has applied under this Division for the issue or renewal of a certificate of competency authorising the holder to do that same kind of work as the holder is authorised to do under the certificate referred to in that subclause that is in force, the existing certificate does not expire until WorkCover:
  - (a) issues the certificate applied for, or
  - (b) gives the notice referred to in clause 290 (3).

**[6] Clause 293A**

Omit the clause. Insert instead:

**293A Renewal of certificates**

- (1) WorkCover may, on the application of the holder of a certificate of competency, renew a certificate of competency.
- (2) Clause 290 applies to an application for the renewal of a certificate of competency in the same way as it applies to an application for the issue of a certificate of competency.



New South Wales

# Occupational Health and Safety Amendment (OHS Induction Training) Regulation 2006 (No 2)

under the

Occupational Health and Safety Act 2000

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Occupational Health and Safety Act 2000*.

JOHN DELLA BOSCA, M.L.C.,  
Minister for Commerce

## Explanatory note

The object of this Regulation is to extend the period for compliance for persons who undertake construction work to hold an OHS induction training certificate until 1 December 2006.

This Regulation is made under the *Occupational Health and Safety Act 2000*, including section 33 (the general regulation-making power).



Clause 1 Occupational Health and Safety Amendment (OHS Induction Training)  
Regulation 2006 (No 2)

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## **Occupational Health and Safety Amendment (OHS Induction Training) Regulation 2006 (No 2)**

under the

Occupational Health and Safety Act 2000

### **1 Name of Regulation**

This Regulation is the *Occupational Health and Safety Amendment (OHS Induction Training) Regulation 2006 (No 2)*.

### **2 Amendment of Occupational Health and Safety Regulation 2001**

The *Occupational Health and Safety Regulation 2001* is amended as set out in Schedule 1.

Occupational Health and Safety Amendment (OHS Induction Training)  
Regulation 2006 (No 2)

Amendments

Schedule 1

---

## Schedule 1 Amendments

(Clause 2)

**[1] Clause 213 Principal contractors to ensure that OHS induction training undertaken**

Omit clause 213 (1B). Insert instead:

- (1B) Subclause (1A) does not apply until 1 December 2006 in relation to a person who:
  - (a) has undergone the general health and safety induction training prior to 29 March 2004, and
  - (b) has arranged to undertake the training referred to in clause 216 (1) (b) and (c).

**[2] Clause 214 Employers to ensure OHS induction training undertaken**

Omit clause 214 (1B). Insert instead:

- (1B) Subclause (1A) does not apply until 1 December 2006 in relation to an employee who:
  - (a) has undergone the general health and safety induction training prior to 29 March 2004, and
  - (b) has arranged to undertake the training referred to in clause 216 (1) (b) and (c).

**[3] Clause 215A Holder of OHS induction training certificate to produce certificate**

Omit clause 215A (3). Insert instead:

- (3) Until 1 December 2006, it is sufficient compliance with subclause (2) if the person concerned satisfies the inspector that the person:
  - (a) has undergone the general health and safety induction training prior to 29 March 2004, and
  - (b) has arranged to undertake the training referred to in clause 216 (1) (b) and (c).



New South Wales

# Police Integrity Commission Regulation 2006

under the

Police Integrity Commission Act 1996

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Police Integrity Commission Act 1996*.

CARL SCULLY, M.P.,  
Minister for Police

## Explanatory note

The object of this Regulation is to replace, with minor changes (including the changes required in consequence of the amendment to section 10 of the *Police Integrity Commission Act 1996 (the Act)* made by the *Public Sector Employment Legislation Amendment Act 2006*), the provisions of the *Police Integrity Commission Regulation 2001*. That Regulation is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

This Regulation:

- (a) prescribes certain countries for the purposes of the Act, and
- (b) ensures that staff of the Inspector of the Police Integrity Commission who are employed under section 92 (2) of the Act are entitled, as a minimum standard, to the same recreation and extended leave entitlements as those available to members of staff of the Inspector who are appointed under the *Public Sector Employment and Management Act 2002*.

This Regulation is made under the *Police Integrity Commission Act 1996*, including section 143 (the general regulation-making power).

This Regulation deals with matters of a machinery nature and matters that are not likely to impose an appreciable burden, cost or disadvantage on any sector of the public.

Police Integrity Commission Regulation 2006

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Police Integrity Commission Regulation 2006

Clause 1

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## Police Integrity Commission Regulation 2006

under the

Police Integrity Commission Act 1996

### 1 Name of Regulation

This Regulation is the *Police Integrity Commission Regulation 2006*.

### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Police Integrity Commission Regulation 2001* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

### 3 Definition

(1) In this Regulation:

*the Act* means the *Police Integrity Commission Act 1996*.

(2) Notes included in this Regulation do not form part of this Regulation.

### 4 Police officers of other countries: section 10

The following countries are prescribed for the purposes of the Act:

- (a) any country that is, or was, a member of the Commonwealth of Nations,
- (b) any country that is, or was, a member of the European Union,
- (c) the Special Administrative Region of the People's Republic of China known as Hong Kong,
- (d) the United States of America.

### 5 Leave entitlements for non-Public Service staff of PIC Inspector

(1) In this clause:

*employee* means a member of staff of the Inspector who is employed under section 92 (2) of the Act.

Clause 6            Police Integrity Commission Regulation 2006

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- (2) The following entitlements apply to and in respect of an employee:
- (a) extended leave in accordance with clauses 1, 2, 3 and 8 of Schedule 3 to the *Public Sector Employment and Management Act 2002*,
  - (b) the accrual of paid recreation leave in accordance with clause 78 (a) of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006*.
- (3) Nothing in subclause (2):
- (a) prevents an employee from being provided with leave entitlements that are more favourable to the employee than those referred to in that subclause, and
  - (b) affects any entitlements to recreation or extended leave that have been accrued by an employee before the commencement of this clause.
- (4) In accordance with section 92 (6) of the Act, the provisions of section 143 (2) (a) of the Act apply to a member of staff of the Inspector who is employed under section 92 (2) of the Act as if a reference in those provisions to the staff of the Commission included a reference to a member of any such staff of the Inspector.

#### **6 Savings provision**

Any act, matter or thing that had effect under the *Police Integrity Commission Regulation 2001* immediately before the repeal of that Regulation is taken to have effect under this Regulation.



New South Wales

# Prevention of Cruelty to Animals (General) Regulation 2006

under the

Prevention of Cruelty to Animals Act 1979

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Prevention of Cruelty to Animals Act 1979*.

IAN MACDONALD, M.L.C.,  
Minister for Primary Industries

## Explanatory note

The object of this Regulation is to repeal and remake, with some modifications, the provisions of the *Prevention of Cruelty to Animals (General) Regulation 1996*, which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*. This Regulation also incorporates, with minor changes in substance, the *Prevention of Cruelty to Animals (Animal Trades) Regulation 1996* which is also repealed on 1 September 2006 by section 10 (2).

The new Regulation deals with the following matters:

- (a) the pinioning of birds, tail docking, debarking of dogs and declawing of cats,
- (b) the keeping of records of certain veterinary procedures,
- (c) the use of electrical devices on animals,
- (d) exemptions of rodeos from prohibitions against animal baiting and fighting, bull-fighting and certain animal-catching activities in sections 18, 18A and 20 of the *Prevention of Cruelty to Animals Act 1979 (the Act)*,
- (e) exemption of persons from the prohibition against steeplechases and hurdle races in section 21C of the Act,
- (f) the use of animals for coursing,
- (g) the use of animal traps,
- (h) the conveyance of stock animals,
- (i) minimum cage sizes for fowls used for egg production,
- (j) the use of animals in films and theatrical performances,

Prevention of Cruelty to Animals (General) Regulation 2006

Explanatory note

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- (k) failure to provide proper and sufficient food or shelter for ruminant stock animals,
- (l) businesses that are *animal trades* for the purposes of the Act (being pet shops, animal boarding, breeding and transport establishments, pet grooming establishments, security dog establishments, riding centres and boarding stables),
- (m) the conduct of businesses that are animal trades (including the Codes of Practice relevant to the conduct of such businesses),
- (n) the manner in which police officers may exercise their power under the Act to give directions to stop a vehicle or vessel, and the manner in which police officers exercising that power must be identified,
- (o) the persons who may accompany and aid an inspector exercising, in residential premises, certain powers under the Act,
- (p) offences under the Act or Regulation for which penalty notices (“on-the-spot” fines) may be issued and the amounts of the fines payable under such notices,
- (q) guidelines relating to the welfare of farm or companion animals,
- (r) the content of reports of approved charitable organisations under the Act relating to their exercise of functions under the Act,
- (s) other matters of a minor, consequential or ancillary nature.

This Regulation is made under the *Prevention of Cruelty to Animals Act 1979*, including section 35 (the general regulation-making power).



## Prevention of Cruelty to Animals (General) Regulation 2006

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## Prevention of Cruelty to Animals (General) Regulation 2006

under the

Prevention of Cruelty to Animals Act 1979

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Prevention of Cruelty to Animals (General) Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Prevention of Cruelty to Animals (General) Regulation 1996* and the *Prevention of Cruelty to Animals (Animal Trades) Regulation 1996* both of which are repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

#### 3 Definitions and notes

- (1) In this Regulation:  
*the Act* means the *Prevention of Cruelty to Animals Act 1979*.  
*the Department* means the Department of Primary Industries.
- (2) The notes in the text of this Regulation do not form part of this Regulation.

Clause 4	Prevention of Cruelty to Animals (General) Regulation 2006
Part 2	Provisions relating to confinement, carriage and use of animals

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## **Part 2 Provisions relating to confinement, carriage and use of animals**

### **4 Prescribed manner in which pinioning of bird is permitted**

For the purposes of section 4 (2A) of the Act, the prescribed manner in which the carrying out of the pinioning of a bird is not an act of cruelty is a manner that complies with the provisions of the document entitled *Guidelines for the Pinioning of Birds*, as approved on 7 June 1995 by the Animal Welfare Advisory Council, a copy of which is published on the Department's website.

### **5 Prescriptions relating to provision of food or shelter for stock animals**

For the purposes of sections 8 (3) and 24I (b) of the Act:

- (a) ruminant stock animals that, because of drought conditions, are at the relevant time being given, by necessity, supplementary feeding of stored or purchased stock feed are a prescribed class of animal, and
- (b) 72 hours is the period prescribed for that prescribed class of animal.

### **6 Prescribed circumstances in which tail docking is permitted**

- (1) For the purposes of section 12 (2) of the Act, the prescribed circumstances in which the docking of the tail of a cow, heifer or female calf may be performed are:
  - (a) that it is or will be a dairy cow and that the pastoral and environmental conditions in the place where it is or will be kept are such that there is a likelihood of disease to its udder, and
  - (b) if it is 6 months old or older, that the veterinary practitioner who docks its tail is, before doing so, provided with a statutory declaration stating reasons sufficient to establish the circumstances set out in paragraph (a).
- (2) For the purposes of section 12 (2) of the Act, it is a prescribed condition, in accordance with which the docking of the tail of a cow, heifer or female calf may be performed, that the tail is docked in such a manner that the tail is left long enough to cover the animal's vulva.

Prevention of Cruelty to Animals (General) Regulation 2006	Clause 7
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### **7 Prescribed circumstances in which “debarking” is permitted**

For the purposes of section 12 (2) of the Act, the prescribed circumstances in which a dog may be operated on for the purpose of preventing the dog from being able to bark are that the veterinary practitioner who performs the operation is, before doing so, provided with:

- (a) a copy of an order issued under section 21 of the *Companion Animals Act 1998* requiring the owner of the dog to prevent it from barking, and
- (b) a statutory declaration by the owner of the dog to the effect that, unless the operation is performed, the owner would need to have the dog destroyed so as to comply with the order.

### **8 Prescribed circumstances in which “declawing” is permitted**

For the purposes of section 12 (2) of the Act, the prescribed circumstances in which one or more of the claws of a cat may be removed are as follows:

- (a) in the case of a domestic cat, that the veterinary practitioner who removes the cat’s claws is, before doing so, provided with a statutory declaration to the effect that the cat will be destroyed unless its claws are removed:
  - (i) because the cat is causing unacceptable damage to property with its claws and attempted retraining of the cat has been unsuccessful, or
  - (ii) because the cat has repeatedly killed wildlife,
- (b) in any other case, that the veterinary practitioner who removes the cat’s claws is, before doing so, provided with a statutory declaration to the effect that the procedure is being requested because of potential damage by the cat to property, persons or animals.

### **9 Particulars of certain procedures to be recorded**

- (1) For the purposes of section 12A (1) of the Act, the prescribed form for a register is that:
  - (a) it is in writing, and
  - (b) its pages are consecutively numbered, and
  - (c) it does not form part of any other record relating to clients or animals treated.
- (2) The prescribed particulars to be recorded in the register are as follows:
  - (a) the full name and residential address of the owner of the animal on which the procedure was carried out,

Clause 10	Prevention of Cruelty to Animals (General) Regulation 2006
Part 2	Provisions relating to confinement, carriage and use of animals

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- (b) the type of procedure,
  - (c) the justification for the procedure,
  - (d) the date on which the procedure was carried out,
  - (e) a full description of the animal on which the procedure was carried out (including, if such information is available, its age, name, breed and electronic identification information (including identification number), and a description of any distinctive markings),
  - (f) the name of the veterinary practitioner who carried out the procedure.
- (3) Any statutory declaration (or, in the case of a register kept in electronic form, a copy of any statutory declaration) or copy of an order provided under clause 6, 7 or 8 to the veterinary practitioner who carried out the procedure is to be kept in the register.

#### **10 Prescribed types of electrical devices and prescribed species**

For the purposes of the definition of *electrical device* in section 16 (1) of the Act, a type of device listed in Column 1 of Schedule 1 is a prescribed type of electrical device unless it is used for a purpose or in circumstances specified in Column 2 of that Schedule.

#### **11 Exemptions from sections 18, 18A and 20 prohibitions in relation to rodeos**

- (1) Any person who:
- (a) uses any premises, or manages or controls any premises that are used, for the purposes of a rodeo, or
  - (b) receives money for the admission of another person to premises that are used for the purposes of a rodeo, or
  - (c) being an owner of premises, authorises the premises to be used for the purposes of a rodeo,

is exempt from the operation of section 18 of the Act in respect of the use of the premises for the purposes of a rodeo, subject to the condition that the rodeo is at all times conducted in accordance with the relevant Code of Practice.

- (2) Any person who advertises, promotes or takes part in a rodeo is exempt from the operation of sections 18A and 20 of the Act in respect of the advertising, promoting or taking part in the rodeo, subject to the condition that the rodeo is at all times conducted in accordance with the relevant Code of Practice.

Prevention of Cruelty to Animals (General) Regulation 2006	Clause 12
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(3) A person does not lose the benefit of an exemption under this clause because of a failure to comply with the relevant Code of Practice if the failure occurs despite the person having done all that the person could reasonably be expected to have done to comply with that Code.

(4) In this clause:

*relevant Code of Practice* means the document entitled *Code of Practice for the Welfare of Animals Used in Rodeo Events*, as approved on 30 April 1988 by the Animal Welfare Advisory Council, a copy of which is published on the Department's website.

*rodeo* means any exhibition, competition, spectacle or display (whether or not conducted for the purpose of gain) involving cattle or horses (but not any other type of animal) which includes any one or more of the following activities:

- (a) saddle bronc riding,
- (b) bareback bronc riding,
- (c) bull riding,
- (d) steer riding or wrestling,
- (e) roping and tying of cattle,
- (f) team roping of cattle or any similar activity involving unbroken horses.

#### **12 Coursing prohibited**

For the purposes of section 21 (2C) of the Act, all species of animals (other than species commonly used as coursing dogs) are prescribed species.

#### **13 Exemption from section 21C prohibition on steeplechasing and hurdle racing**

- (1) A person who organises or participates in a steeplechase or hurdle race to which this clause applies is exempt from the operation of section 21C of the Act in relation to that race.
- (2) This clause applies to a steeplechase or hurdle race that is organised in such a way that no horse in the race can approach or attempt to jump a particular obstacle or hurdle at the same time as any other horse in the race.

#### **14 Prescribed parts of NSW and prescribed traps**

- (1) For the purposes of section 23 (1) of the Act, the prescribed parts of New South Wales are as follows:
  - (a) the Eastern and Central Division within the meaning of the *Crown Lands Act 1989*,

Clause 15	Prevention of Cruelty to Animals (General) Regulation 2006
Part 2	Provisions relating to confinement, carriage and use of animals

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- (b) the Western Division within the meaning of the *Crown Lands Act 1989*,
- (c) Lord Howe Island.
- (2) For the purposes of section 23 (1) of the Act, the prescribed types of trap are the following:
  - (a) traps that are sold under any of the following trade or proprietary names or descriptions:
    - (i) “Lane’s ‘Ace’ Rabbit Trap”,
    - (ii) “Lane’s Dog Trap”,
    - (iii) “Lane’s Round Jaw Wild Dog Trap”,
    - (iv) “Lane’s Dingo Trap”,
    - (v) “Oneida No 14 Steel Trap”,
  - (b) any other trap that is similar in design, construction or manner of operation to any of the traps referred to in paragraph (a) (except for a soft-jawed trap, that is, a trap with steel jaws that are offset and padded).

#### **15 Conveyance of stock animals**

- (1) A person must not:
  - (a) carry or convey a large stock animal in a cage or vehicle, or
  - (b) being a person in charge of a large stock animal, authorise the carriage or conveyance of the animal in a cage or vehicle,
 unless the cage or vehicle is of a height that allows the animal to stand upright without any part of the animal coming into contact with the roof, ceiling or cover of the cage or vehicle.  
 Maximum penalty: 25 penalty units.
- (2) In this clause, a reference to a large stock animal is a reference to an animal that belongs to the class of animals comprising cattle, horses, sheep, goats, pigs and deer.

#### **16 Minimum cage sizes for fowls used for egg production**

- (1) A person must not confine fowls in a cage for the purpose of their being used for egg production unless the floor area of the cage is not less than the minimum floor area applicable to the cage, as follows:
  - (a) for a cage that contains one fowl, the minimum floor area is 1,000 square centimetres,
  - (b) for a cage that contains 2 fowls, the minimum floor area is 1,350 square centimetres,



Prevention of Cruelty to Animals (General) Regulation 2006	Clause 16
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- (c) for a cage that contains 3 or more fowls, the minimum floor area is the area calculated by allowing:
  - (i) 450 square centimetres for each fowl, if the average weight of the fowls in the cage is 2.4 kilograms or less, or
  - (ii) 600 square centimetres for each fowl, if the average weight of the fowls in the cage is more than 2.4 kilograms.

Maximum penalty: 25 penalty units.

- (2) If fowls are kept in more than 30 cages at a place, compliance with subclause (1) (c) in relation to those cages is to be determined on the basis of average flock weight rather than on the basis of the average weight of the fowls in the individual cages. For that purpose, the reference in subclause (1) (c) to the average weight of the fowls in the cage is to be read as a reference to the average flock weight.
- (3) Average flock weight is the average weight of the fowls in all the cages concerned, determined in a manner that follows the procedures for counting and weighing set out in the *National Guidelines for RSPCA Inspectors for the Inspection of Layer Hen Cages*, which is included in the *Australian Model Code of Practice for the Welfare of Animals—Domestic Poultry*, 3rd edition, issued by the Agriculture and Resource Management Council of Australia and New Zealand.  
**Note.** The *Model Code of Practice for the Welfare of Animals—Domestic Poultry* is now in its 4th edition. However, the *National Guidelines for RSPCA Inspectors for the Inspection of Layer Hen Cages* do not appear in that edition. Copies of the Guidelines are available from the Department.
- (4) A contravention of this clause by a person who is a first offender does not constitute an offence unless:
  - (a) an officer has given the person a direction in writing to remedy the contravention within a period (not longer than 3 months) specified in the direction, and
  - (b) the person has failed to remedy the contravention within that period.
- (5) A person is a first offender if the person has not been convicted of an offence in respect of any previous contravention of this clause or the equivalent of this clause occurring in any previous regulation.
- (6) For the purposes of this clause, the floor area of a cage is taken to include the area under any egg baffle, manure deflector, drinking nipple or vee-trough for water.

Clause 17	Prevention of Cruelty to Animals (General) Regulation 2006
Part 2	Provisions relating to confinement, carriage and use of animals

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### 17 Use of animals in films and theatrical performances

(1) A person must not use an animal in connection with the production of a film or theatrical performance, or cause or permit an animal to be used in connection with the production of a film or theatrical performance, otherwise than in accordance with the relevant Code of Practice.  
Maximum penalty: 25 penalty units.

(2) A person does not commit an offence under subclause (1) in respect of any failure to comply with the relevant Code of Practice if the failure occurs despite the person's having done all that he or she could reasonably be expected to have done to comply with that Code.

(3) In this clause:

**relevant Code of Practice** means the document entitled *Code of Practice for the Welfare of Animals in Theatrical Performances*, as approved on 3 February 1997 by the Animal Welfare Advisory Council.

**Note.** A copy of the Code of Practice is published on the Department's website.

Prevention of Cruelty to Animals (General) Regulation 2006

Clause 18

Provisions relating to animal trades

Part 3

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## Part 3 Provisions relating to animal trades

### 18 Prescribed animal trades

Each purpose referred to in Column 1 of Schedule 2 is prescribed for the purposes of the definition of *animal trade* in section 4 (1) of the Act.

### 19 Animal trades Codes of Practice

For the purposes of this Part, each document referred to in Column 2 of Schedule 2 is a relevant Code of Practice for the corresponding business specified in Column 1 of that Schedule.

**Note.** Copies of each document are published on the Department's website.

### 20 Conduct of animal trades

- (1) The proprietor of a business that conducts an animal trade, and each person concerned in the management of the business, must take all reasonable steps to ensure that all persons employed in the business comply with the requirements of this clause:
  - (a) in relation to the conduct of the trade generally, and
  - (b) in relation to the care and treatment of animals used or kept in connection with the conduct of the trade.Maximum penalty: 25 penalty units.
- (2) The requirements of this clause in relation to the conduct of an animal trade generally are as follows:
  - (a) the premises in which animals are kept must be maintained in a clean and hygienic condition,
  - (b) each person who has duties in relation to the care or treatment of animals must be appropriately supervised in the conduct of his or her duties,
  - (c) appropriate records must be kept to ensure that the care and treatment of animals can be properly monitored,
  - (d) without limiting the requirements of paragraphs (a), (b) and (c), the provisions of each relevant Code of Practice must be complied with.
- (3) The requirements of this clause in relation to the care and treatment of animals used or kept in connection with the conduct of an animal trade are as follows:
  - (a) each animal is to be provided with accommodation and equipment that is suited to the physical and behavioural requirements of the animal,

Clause 20	Prevention of Cruelty to Animals (General) Regulation 2006
Part 3	Provisions relating to animal trades

---

- (b) each animal is to be protected from extreme climatic and environmental conditions and from interference by people,
  - (c) each animal is to be provided with sufficient space within which to rest, stand, stretch, swim, fly or otherwise move about,
  - (d) each animal is to be provided with a sufficient quantity of appropriate food and water to maintain good health,
  - (e) each animal must be protected from exposure to disease, distress and injury and, in the event that the animal becomes diseased, distressed or injured, must be promptly provided with appropriate treatment,
  - (f) each animal must be periodically inspected to ensure that it is receiving appropriate food and water and is free from disease, distress and injury,
  - (g) without limiting the requirements of paragraphs (a)–(f), the provisions of each relevant Code of Practice that relate to the care and treatment of animals kept or used in that trade must be complied with.
- (4) A person does not commit an offence in respect of any failure to comply with the requirements of this clause if the failure occurs despite the person having done all that he or she could reasonably be expected to have done to comply with those requirements.

Prevention of Cruelty to Animals (General) Regulation 2006

Clause 21

Miscellaneous

Part 4

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## Part 4 Miscellaneous

### 21 Police officers exercising certain powers

For the purposes of section 24H (4) of the Act:

- (a) a police officer is to give a direction to stop a vehicle or vessel by requesting or signalling the person operating the vehicle or vessel to stop the vehicle or vessel, and
- (b) a police officer is identified as a police officer if the officer wears his or her police uniform or otherwise displays evidence that he or she is a police officer and that would be visible to the person operating the vehicle or vessel concerned.

### 22 Assistance to inspectors

For the purposes of section 24M (b) of the Act, the following classes of persons are prescribed as persons who may accompany and aid an inspector exercising, in residential premises, a power conferred by Division 2 of Part 2A of the Act:

- (a) veterinary practitioners,
- (b) persons who have special expertise in the handling of the animal concerned.

### 23 Penalty notice offences

- (1) For the purposes of section 33E of the Act:
  - (a) each offence created by a provision specified in Column 1 of Schedule 3 is prescribed as a penalty notice offence, and
  - (b) the prescribed penalty payable in respect of a penalty notice offence that is dealt with under section 33E of the Act is:
    - (i) in the case of an individual—the amount specified in Column 2 of Schedule 3 opposite the relevant provision, or
    - (ii) in the case of a corporation—the amount specified in Column 3 of Schedule 3 opposite the relevant provision.
- (2) If the reference to a provision in Column 1 of Schedule 3 is qualified by words that restrict its operation to specified kinds of offences or to offences committed in specified circumstances, an offence created by the provision is a prescribed offence only if it is an offence of a kind so specified or is committed in the circumstances so specified.

Clause 24	Prevention of Cruelty to Animals (General) Regulation 2006
Part 4	Miscellaneous

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#### **24 Guidelines relating to the welfare of farm or companion animals**

- (1) For the purposes of section 34A (1) of the Act, the following documents, published by CSIRO Publishing and as in force from time to time, are adopted as guidelines:
- (a) *Model Code of Practice for the Welfare of Animals: Domestic Poultry,*
  - (b) *Model Code of Practice for the Welfare of Animals: Farmed Buffalo,*
  - (c) *Model Code of Practice for the Welfare of Animals: Animals at Saleyards,*
  - (d) *Model Code of Practice for the Welfare of Animals: The Goat,*
  - (e) *Model Code of Practice for the Welfare of Animals: The Sheep,*
  - (f) *Model Code of Practice for the Welfare of Animals: The Farming of Deer,*
  - (g) *Model Code of Practice for the Welfare of Animals: Cattle,*
  - (h) *National Guidelines for Beef Cattle Feedlots in Australia.*
- Note.** Copies of each document are published on the Department's website.
- (2) For the purposes of this clause, the *Model Code of Practice for the Welfare of Animals: The Farming of Deer* (as in force at the commencement of this clause) is taken to have been amended by omitting clause 5.2 (ii) and by inserting instead:
- (ii) Removal of the "velvet antlers" should be the responsibility of a veterinary practitioner or a person referred to in section 9 (2) (e) of the *Veterinary Practice Act 2003*.

#### **25 Reports of approved charitable organisations**

- (1) A report of an approved charitable organisation under section 34B (3) of the Act must address the following matters in relation to the period covered by the report:
- (a) complaints and investigations concerning the treatment of animals,
  - (b) counsel, advice or cautions given,
  - (c) notices issued,
  - (d) proceedings for offences instituted,
  - (e) officers of the organisation and training provided for them,
  - (f) complaints about the organisation or its officers.

Prevention of Cruelty to Animals (General) Regulation 2006

Clause 25

Miscellaneous

Part 4

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- (2) Such a report must include the following:
- (a) a statement of the number of, and a summary of the substance of, complaints relating to animal cruelty or mistreatment received by the organisation,
  - (b) a statement of the number of visits or investigations made by officers of the organisation as a result of those complaints,
  - (c) a statement of the number of visits or investigations made by officers of the organisation that were unrelated to those complaints (such as routine inspections of abattoirs, veterinary practices, pet shops or saleyards),
  - (d) a statement of the number of persons counselled or advised by officers of the organisation,
  - (e) a statement of the number of persons cautioned by officers of the organisation,
  - (f) a statement of the number of notices issued by officers of the organisation under section 24N of the Act,
  - (g) a statement of the number of penalty notices issued by officers of the organisation,
  - (h) a statement of the number of proceedings for offences under the Act or the regulations that were instituted by officers of the organisation, together with details of the defendants and the charges,
  - (i) details of the outcome of such of those proceedings as had been finally determined as at the date of the report,
  - (j) details of the outcome of such proceedings for offences as were referred to in the immediately previous report but not finally determined as at the date of that report,
  - (k) a list, current as at the date of the report, of the officers of the organisation, together with any changes made to that list since the immediately previous report,
  - (l) details of any complaints received by the organisation in relation to its activities (or those of its officers) under the Act, including details as to the resolution of those complaints and of the disciplinary action (if any) taken against any person as a result of those complaints,
  - (m) details of the training provided by the organisation for its officers.
- (3) In this clause, *officer* has the same meaning as it has in paragraph (b) of the definition of that term in section 4 (1) of the Act.

Clause 26	Prevention of Cruelty to Animals (General) Regulation 2006
Part 4	Miscellaneous

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## 26 Savings provision

- (1) Any act, matter or thing that, immediately before the repeal of the *Prevention of Cruelty to Animals (General) Regulation 1996*, had effect under that Regulation continues to have effect under this Regulation.
- (2) Any act, matter or thing that, immediately before the repeal of the *Prevention of Cruelty to Animals (Animal Trades) Regulation 1996*, had effect under that Regulation continues to have effect under this Regulation.
- (3) If the provisions of Schedule 3.20 to the *Veterinary Practice Act 2003* have not commenced on or before the commencement of this Regulation, until the commencement of those provisions, a reference in this Regulation:
  - (a) to a veterinary practitioner is to be read as a reference to a veterinary surgeon, and
  - (b) to a person referred to in section 9 (2) (e) of that Act is to be read as a reference to a person acting in accordance with the approval in writing of the Board of Veterinary Surgeons of New South Wales as referred to in section 44 (2) of the *Veterinary Surgeons Act 1986*.



Prevention of Cruelty to Animals (General) Regulation 2006

Electrical devices

Schedule 1

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## Schedule 1 Electrical devices

(Clause 10)

Column 1	Column 2
Type of device	Purpose or circumstance
Electro-immobiliser	Restraining cattle, but only if used by a veterinary practitioner for purposes other than as an alternative to analgesia or anaesthesia
Electric stock prod	Driving, herding, mustering or controlling weaned cattle, sheep or pigs Controlling horses being used in a rodeo, but only for the purpose of getting a horse that has stalled in the chute to exit the chute and not if used on the horse once it has started to exit the chute
Electric fence	Confining, controlling or protecting animals (except dogs and cats)
Electro-ejaculator	Collecting semen from conscious cattle or sheep Collecting semen from animals that have been tranquillised and administered with an analgesic or animals that have been anaesthetised
Electric stock grid	Confining stock animals (except poultry)
Electric fightback lure	Training coursing dogs
Electro-fishing device	Catching fish species under licence, permit or authority under the <i>Fisheries Management Act 1994</i> or in accordance with the <i>Animal Research Act 1985</i>
The device sold under the name Pingg String (including any similar device delivering an electric shock of no greater intensity or duration than a Pingg String)	Confining dogs or cats, but only if used inside a fence through which dogs or cats cannot pass and that is not less than 1.5 metres high
Canine invisible boundary	Confining dogs, but only if used inside a fence through which dogs cannot pass and that is not less than 1.5 metres high
Electronic bird deterrent device	Deterring birds from roosting on building ledges and other external building surfaces

## Prevention of Cruelty to Animals (General) Regulation 2006

Schedule 1      Electrical devices

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<b>Column 1</b>	<b>Column 2</b>
<b>Type of device</b>	<b>Purpose or circumstance</b>
Any other device producing an electrical discharge that is used in such a way that the animal in relation to which it is being used cannot move away from the device	

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Prevention of Cruelty to Animals (General) Regulation 2006

Animal trades and Codes of Practice

Schedule 2

## Schedule 2 Animal trades and Codes of Practice

(Clauses 18 and 19)

Column 1	Column 2
Animal trade	Code of Practice
Pet shop (that is, a business in the course of which an animal is kept in a shop, or any booth or stall in a market or at a fair, for the purposes of sale)	“Animal Welfare Code of Practice No 4— Keeping and Trading of Birds”, published in 1996 by NSW Agriculture “Animal Welfare Code of Practice No 2— Animals in Pet Shops”, published in 1996 by NSW Agriculture
Animal boarding establishment (that is, a business in the course of which dogs or cats are boarded for fee or reward)	“Animal Welfare Code of Practice No 5— Dogs and Cats in Animal Boarding Establishments”, published in 1996 by NSW Agriculture
Animal breeding establishment (that is, a business in the course of which dogs or cats are bred for fee or reward)	“Animal Welfare Code of Practice No 6— Breeding Dogs”, published in 1996 by NSW Agriculture “Animal Welfare Code of Practice No 7— Breeding Cats”, published in 1996 by NSW Agriculture
Animal transport establishment (that is, a business in the course of which dogs, cats and other domestic pets are transported for fee or reward)	“Animal Welfare Code of Practice No 1— Companion Animal Transport Agencies”, published in 1996 by NSW Agriculture
Pet grooming establishment (that is, a business in the course of which dogs or cats are groomed for fee or reward)	“Animal Welfare Code of Practice No 8— Animals in Pet Grooming Establishments”, published in 1996 by NSW Agriculture
Security dog training establishment (that is, a business in the course of which dogs are trained as security dogs)	“Animal Welfare Code of Practice No 9— Security Dogs”, published in 1996 by NSW Agriculture
Security dog business (that is, a business in the course of which 3 or more dogs are used for the purpose of guarding premises for fee or reward)	“Animal Welfare Code of Practice No 9— Security Dogs”, published in 1996 by NSW Agriculture
Riding centre (that is, a business in the course of which horses are hired out for riding)	“Animal Welfare Code of Practice No 3— Horses in Riding Centres and Boarding Stables”, published in 1996 by NSW Agriculture

## Prevention of Cruelty to Animals (General) Regulation 2006

Schedule 2 Animal trades and Codes of Practice

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<b>Column 1</b>	<b>Column 2</b>
<b>Animal trade</b>	<b>Code of Practice</b>
Boarding stable (that is, a business in the course of which horses are boarded for fee or reward)	“Animal Welfare Code of Practice No 3—Horses in Riding Centres and Boarding Stables”, published in 1996 by NSW Agriculture

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Prevention of Cruelty to Animals (General) Regulation 2006

Penalty notice offences

Schedule 3

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### Schedule 3 Penalty notice offences

(Clause 23)

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Provision of the Act</b>	<b>Penalty (individuals)</b>	<b>Penalty (corporations)</b>
Section 5 (1)	\$500	\$1,500
Section 5 (2)	\$500	\$1,500
Section 5 (3)	\$500	\$1,500
Section 7 (1)	\$500	\$1,500
Section 7 (2A)	\$200	—
Section 8	\$200	\$1,000
Section 9 (1)	\$200	\$1,000
Section 10 (1)	\$200	\$1,000
Section 10 (2)	\$200	\$1,000
Section 10 (3)	\$200	\$1,000
Section 12 (1)	\$500	\$1,500
Section 12A (1)	\$200	—
Section 12A (2)	\$200	—
Section 14	\$200	—
Section 16 (2)	\$500	\$1,500
Section 17	\$500	\$1,500
Section 18 (1)	\$500	\$1,500
Section 18 (2) (a)	\$500	\$1,500
Section 18 (2) (c)	\$500	\$1,500
Section 18A	\$500	\$1,500
Section 19A (3)	\$500	\$1,500
Section 20	\$500	\$1,500
Section 21A	\$500	\$1,500
Section 21B	\$500	\$1,500
Section 21C	\$500	\$1,500

## Prevention of Cruelty to Animals (General) Regulation 2006

## Schedule 3 Penalty notice offences

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Provision of the Act</b>	<b>Penalty (individuals)</b>	<b>Penalty (corporations)</b>
Section 23 (1)	\$500	\$1,500
Section 23 (2)	\$500	\$1,500

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Provision of this Regulation</b>	<b>Penalty (individuals)</b>	<b>Penalty (corporations)</b>
Clause 15 (1)	\$200	—
Clause 16 (1)	\$200	—
Clause 17 (1)	\$200	—



New South Wales

# Protection of the Environment Operations (Penalty Notices) Amendment (Used Packaging Materials) Regulation 2006

under the

Protection of the Environment Operations Act 1997

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Protection of the Environment Operations Act 1997*.

BOB DEBUS, M.P.,  
Minister for the Environment

## Explanatory note

The object of this Regulation is to prescribe certain offences that have been included in the *Protection of the Environment Operations (Waste) Regulation 2005* by the *Protection of the Environment Operations (Waste) Amendment (Used Packaging Materials) Regulation 2006* as offences that may be dealt with by way of a penalty notice.

This Regulation is made under the *Protection of the Environment Operations Act 1997*, including section 323 (the general regulation-making power) and Division 3 of Part 8.2 of Chapter 8.

Clause 1            Protection of the Environment Operations (Penalty Notices) Amendment  
(Used Packaging Materials) Regulation 2006

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## **Protection of the Environment Operations (Penalty Notices) Amendment (Used Packaging Materials) Regulation 2006**

under the

Protection of the Environment Operations Act 1997

### **1 Name of Regulation**

This Regulation is the *Protection of the Environment Operations (Penalty Notices) Amendment (Used Packaging Materials) Regulation 2006*.

### **2 Amendment of Protection of the Environment Operations (Penalty Notices) Regulation 2004**

The *Protection of the Environment Operations (Penalty Notices) Regulation 2004* is amended as set out in Schedule 1.



Protection of the Environment Operations (Penalty Notices) Amendment  
(Used Packaging Materials) Regulation 2006

Amendment

Schedule 1

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## Schedule 1 Amendment

(Clause 2)

### Schedule 1 Penalty notice offences

Insert in order of clause number in Columns 1, 2 and 3 under the heading  
“**Protection of the Environment Operations (Waste) Regulation 2005**”:

Clause 46K (1)	2	\$500
Clause 46L (1) or (6)	2	\$500
Clause 46M	2	\$500



New South Wales

# Protection of the Environment Operations (Waste) Amendment (Used Packaging Materials) Regulation 2006

under the

Protection of the Environment Operations Act 1997

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Protection of the Environment Operations Act 1997*.

BOB DEBUS, M.P.,  
Minister for the Environment

## Explanatory note

The National Packaging Covenant (the *Covenant*) is a voluntary scheme for managing the environmental impacts of consumer packaging in Australia.

The object of this Regulation is to insert proposed Part 5B into the *Protection of the Environment Operations (Waste) Regulation 2005* to make provision in relation to certain persons who are not signatories to, or fail to comply with, the Covenant. The proposed Part applies to brand owners of products and to retailers who provide plastic bags to consumers but it does not apply to any person who has an annual turnover of less than \$5 million. A person to whom the proposed Part applies is required to prepare a waste action plan and is to ensure that the waste materials used in the person's packaging will be recovered in accordance with the targets set by the Environment Protection Authority (the *EPA*) and be re-used or recycled.

A person to whom the proposed Part applies is required to ensure that consumers are provided with adequate information so that they know how to deal with the materials in the person's packaging once they are no longer needed by the consumer. Any such person is also required to retain certain records for up to 5 years.

A maximum penalty of \$22,000 for an individual and \$44,000 for a corporation is provided for failing to comply with the requirements of the proposed Part (and in the case of a continuing offence a penalty of half those amounts is provided for each day for which the offence continues).

This Regulation is made under the *Protection of the Environment Operations Act 1997*, including clause 5 (3) of Schedule 2 and section 323 (the general regulation-making power).

Clause 1            Protection of the Environment Operations (Waste) Amendment (Used Packaging Materials) Regulation 2006

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## **Protection of the Environment Operations (Waste) Amendment (Used Packaging Materials) Regulation 2006**

under the

Protection of the Environment Operations Act 1997

### **1 Name of Regulation**

This Regulation is the *Protection of the Environment Operations (Waste) Amendment (Used Packaging Materials) Regulation 2006*.

### **2 Amendment of Protection of the Environment Operations (Waste) Regulation 2005**

The *Protection of the Environment Operations (Waste) Regulation 2005* is amended as set out in Schedule 1.

Protection of the Environment Operations (Waste) Amendment (Used Packaging Materials) Regulation 2006

Amendment

Schedule 1

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## Schedule 1 Amendment

(Clause 2)

### Part 5B

Insert after Part 5A:

## Part 5B Recycling of consumer packaging

### 46G Definitions

In this Part:

*brand owner* has the meaning given by clause 46H.

*National Packaging Covenant* means the National Packaging Covenant of July 2005, as amended from time to time, and includes the annexures and schedules to that covenant.

*person's packaging* means all packaging made of any material, or combination of materials, for the containment, protection, marketing and handling of those items of the product in respect of which the person is the brand owner, including any packaging materials used to transport those items of the product to a retailer, but does not include packaging provided by a retailer to a consumer for the transportation of products from the retailer.

*recover* means, in relation to materials, to separate those materials from the waste stream in a manner that enables them to be re-used for packaging or used for other products.

*turnover* means gross annual income.

*waste action plan* has the meaning given by clause 46L.

### 46H Brand owners of products

- (1) For the purposes of this Part, a person is the *brand owner* of a product if the person is the owner of the product name under which the product is sold or otherwise distributed in Australia.
- (2) If there is no person who satisfies subclause (1) in Australia, each person who is a licensee of the product name under which the product is sold or otherwise distributed in Australia is the *brand owner* of the product for the purposes of this Part, but only in respect of those items of the product that are sold or distributed under that licence.

## Protection of the Environment Operations (Waste) Amendment (Used Packaging Materials) Regulation 2006

Schedule 1 Amendment

- 
- (3) If there is no person who satisfies subclause (1) or (2) in Australia, each person who is a franchisee under a business arrangement that allows the person to sell or otherwise distribute the product in Australia is the **brand owner** of the product for the purposes of this Part, but only in respect of those items of the product that are sold or distributed by the person under that arrangement.
  - (4) If there is no person who satisfies subclause (1), (2) or (3) in Australia, the person who first sells a particular item of the product in Australia is the **brand owner** of the product for the purposes of this Part, but only in respect of that item.
  - (5) In this clause:  
**product name** includes a trade mark, brand name or trade name whether registered in Australia or not.

**46I Application of Part**

- (1) This Part applies to brand owners of products.
- (2) This Part also applies to a retailer who provides plastic bags to consumers for the transportation of products from the retailer and, for the purposes of this Part, those plastic bags are taken to be packaging for products for which the retailer is the brand owner, whether or not the retailer is a brand owner of any product or item of a product.
- (3) Despite subclauses (1) and (2), this Part does not apply to:
  - (a) a person who is a signatory to, and complying with:
    - (i) the National Packaging Covenant (or any arrangement that replaces the National Packaging Covenant), or
    - (ii) any other arrangement approved by the EPA by order published in the Gazette, being an arrangement that the EPA is satisfied will produce equivalent outcomes to the National Packaging Covenant, or
  - (b) a person who has a turnover in Australia of less than \$5 million.
- (4) For the purposes of subclause (3) (a), a person is taken not to be complying with the National Packaging Covenant if the person is a signatory to the Covenant and a formal letter confirming non-compliance is sent to the person under Schedule 3 to the Covenant.

Protection of the Environment Operations (Waste) Amendment (Used Packaging Materials) Regulation 2006

Amendment

Schedule 1

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**46J EPA is to set targets for the recovery of materials**

- (1) The EPA is, by order published in the Gazette, to set targets for the recovery of specified waste materials used in packaging products.
- (2) In setting any such target the EPA is to have regard to the targets set out in the National Packaging Covenant.
- (3) Without limiting subclause (1), any such target may be expressed in the form of a percentage of the materials used.

**46K Persons must recover, re-use and recycle waste materials etc**

- (1) A person to whom this Part applies must ensure:
  - (a) that the waste materials used in the person's packaging are recovered in accordance with the targets set by the EPA under clause 46J, and
  - (b) that after being recovered those materials are:
    - (i) re-used or recycled by the person, or
    - (ii) if that is not practicable, re-used or recycled within Australia, or
    - (iii) if that is not practicable, re-used or recycled overseas, and
  - (c) that consumers are given adequate information to enable them to deal with the materials used in the person's packaging once they are no longer needed by the consumer, including information on where to take the materials and how to re-use or recycle them.

Maximum penalty:

- (a) in the case of a corporation—200 penalty units and, in the case of a continuing offence, a further penalty of 100 penalty units for each day the offence continues, or
  - (b) in the case of an individual—100 penalty units and, in the case of a continuing offence, a further penalty of 50 penalty units for each day the offence continues.
- (2) The requirement in subclause (1) (a) to recover materials used in a person's packaging is satisfied if an equivalent amount of the same material is recovered by, or on behalf of, the person from packaging that is substantially similar to the person's packaging.

## Protection of the Environment Operations (Waste) Amendment (Used Packaging Materials) Regulation 2006

Schedule 1 Amendment

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**46L Persons must prepare waste action plan**

- (1) A person to whom this Part applies must prepare a plan (a *waste action plan*) in accordance with this clause and submit the plan to the EPA within one month after the commencement of this clause.
- (2) A waste action plan is to set out:
  - (a) a “baseline” of data setting out the person’s current performance in respect of the use, recovery, re-use and recycling of the materials used in the person’s packaging, and
  - (b) how the person will ensure compliance with clause 46K, including:
    - (i) targets for the recovery of the waste materials used in the person’s packaging, and
    - (ii) time frames, proposed actions and performance indicators for achieving those targets.
- (3) A waste action plan takes effect when it is submitted to the EPA.
- (4) A waste action plan is to be in the form, and is to contain any matter or particular in relation to the use, recovery, re-use or recycling of the materials used in the person’s packaging, as may be specified by the EPA by notice in writing to the person.
- (5) The EPA may direct a person to amend a waste action plan if the EPA reasonably believes that the plan is not sufficient to ensure that the person complies with clause 46K.
- (6) A person must comply with a direction of the EPA given in accordance with subclause (5).
- (7) Failure to comply with a waste action plan is evidence of a failure to comply with clause 46K.

Maximum penalty (subclauses (1) and (6)):

  - (a) in the case of a corporation—200 penalty units and, in the case of a continuing offence, a further penalty of 100 penalty units for each day the offence continues, or
  - (b) in the case of an individual—100 penalty units and, in the case of a continuing offence, a further penalty of 50 penalty units for each day the offence continues.

Protection of the Environment Operations (Waste) Amendment (Used Packaging Materials) Regulation 2006

Amendment

Schedule 1

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**46M Record keeping**

- (1) A person to whom this Part applies must keep records that set out the following:
  - (a) the amount of each material used in the person's packaging,
  - (b) the arrangements that are in place to ensure that those materials are recovered, including details of any agreement with a third party for the recovery of those materials,
  - (c) the amounts of each material that is recovered and how any recovered material is used.
- (2) Records must be retained by the person for a period of at least 5 years following the annual reporting period to which they relate.

Maximum penalty:

  - (a) in the case of a corporation—200 penalty units and, in the case of a continuing offence, a further penalty of 100 penalty units for each day the offence continues, or
  - (b) in the case of an individual—100 penalty units and, in the case of a continuing offence, a further penalty of 50 penalty units for each day the offence continues.





New South Wales

# Public Lotteries Amendment (Unclaimed Prizes and Keno Payments) Regulation 2006

under the

Public Lotteries Act 1996

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Public Lotteries Act 1996*.

GRANT McBRIDE, M.P.,  
Minister for Gaming and Racing

## Explanatory note

The object of this Regulation is to amend the *Public Lotteries Regulation 2002* to make provision with respect to:

- (a) the return of unclaimed prize money to lottery subscribers by the lottery licensee, and
- (b) increasing the maximum cash amount payable for Keno prizes to \$2,000.

This Regulation is made under the *Public Lotteries Act 1996*, including sections 27 (9), 39A and 83 (the general regulation-making power).

Clause 1            Public Lotteries Amendment (Unclaimed Prizes and Keno Payments)  
                         Regulation 2006

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## **Public Lotteries Amendment (Unclaimed Prizes and Keno Payments) Regulation 2006**

under the

Public Lotteries Act 1996

### **1 Name of Regulation**

This Regulation is the *Public Lotteries Amendment (Unclaimed Prizes and Keno Payments) Regulation 2006*.

### **2 Amendment of Public Lotteries Regulation 2002**

The *Public Lotteries Regulation 2002* is amended as set out in Schedule 1.

Public Lotteries Amendment (Unclaimed Prizes and Keno Payments)  
Regulation 2006

Amendments

Schedule 1

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## Schedule 1      Amendments

(Clause 2)

**[1] Clause 4 Unclaimed public lottery prizes**

Omit clause 4 (1).

**[2] Clause 4 (2)**

Omit “to which this clause applies”.

**[3] Clause 13 Payment of prize money by cheque or electronic funds transfer**

Omit “\$1,000” wherever occurring in clause 13 (1). Insert instead “\$2,000”.



New South Wales

# Residential Parks Regulation 2006

under the

Residential Parks Act 1998

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Residential Parks Act 1998*.

DIANE BEAMER, M.P.,  
Minister for Fair Trading

## Explanatory note

The object of this Regulation is to replace, with minor changes of substance, the *Residential Parks Regulation 1999* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

This Regulation makes provision for residential tenancies in respect of residential parks (that is, caravan parks and manufactured home estates). Provision is made in respect of the following matters:

- (a) residential tenancy agreements, including standard forms of agreements (Part 2 and Schedules 1–5),
- (b) costs, fees, charges and associated matters relating to tenancies (Part 3),
- (c) the disposal of goods left behind by residents (Part 4),
- (d) miscellaneous matters, including penalty notices for certain offences (Part 5 and Schedules 6–8),
- (e) formal matters (Part 1).

This Regulation is made under the *Residential Parks Act 1998*, including section 155 (the general regulation-making power) and the other sections referred to in the Regulation.

## Residential Parks Regulation 2006

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## Residential Parks Regulation 2006

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Clause 1	Residential Parks Regulation 2006
Part 1	Preliminary

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## Residential Parks Regulation 2006

under the

Residential Parks Act 1998

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Residential Parks Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Residential Parks Regulation 1999* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

#### 3 Definition

- (1) In this Regulation:  
*the Act* means the *Residential Parks Act 1998*.
- (2) Notes included in this Regulation (other than notes in the Schedules) do not form part of this Regulation.

#### 4 Application of Act

- (1) This clause applies to premises consisting of:
  - (a) a moveable dwelling on a residential site, or
  - (b) a residential site intended to be used for the installation of a moveable dwelling (or a succession of moveable dwellings),but only if each moveable dwelling concerned is a caravan, or campervan, that does not have a rigid annexe attached to it.
- (2) The Act does not apply to premises to which this clause applies for the first 30 days of the occupation of the relevant premises unless the park owner and the resident agree that the Act applies.
- (3) The Act applies to the premises after the first 30 days of occupation unless the park owner or the resident has, before the expiry of that period, notified the other party that the Act is not to apply until a later date specified in the notification.

Residential Parks Regulation 2006

Clause 4

Preliminary

Part 1

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- (4) However, any date specified in a notification under this clause that is later than 60 days after the occupation commenced is taken to be the date that is 60 days after the occupation commenced, and the Act applies on and from that date.
- (5) All days during which the resident has occupied any other residential premises in the park are taken, for the purposes of this clause, to be days during which the resident has occupied the premises concerned.
- (6) In this clause:
- campervan** means a moveable dwelling (other than a caravan) that is a motor vehicle, within the meaning of the *Road Transport (Vehicle Registration) Act 1997*, and that is designed so as to be registrable under that Act, and includes a camper trailer.
- caravan** means a moveable dwelling that is a trailer, within the meaning of the *Road Transport (Vehicle Registration) Act 1997*, and that is designed so as to be registrable under that Act, but does not include a camper trailer.



Clause 5	Residential Parks Regulation 2006
Part 2	Residential tenancy agreements

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## Part 2 Residential tenancy agreements

### 5 Standard form of residential tenancy agreement: section 8

- (1) The standard form of residential tenancy agreement is:
  - (a) in the case of a residential site agreement that creates a tenancy for a term of 3 years or less—the form set out in Schedule 1, or
  - (b) in the case of a residential site agreement that creates a tenancy for a term exceeding 3 years—the form set out in Schedule 2, or
  - (c) in the case of an agreement that creates a tenancy for a term of 3 years or less and is not a residential site agreement or an agreement with respect to land reserved under the *National Parks and Wildlife Act 1974*—the form set out in Schedule 3, or
  - (d) in the case of an agreement that creates a tenancy for a term exceeding 3 years and is not a residential site agreement or an agreement with respect to land reserved under the *National Parks and Wildlife Act 1974*—the form set out in Schedule 4, or
  - (e) in the case of an agreement that creates a tenancy with respect to land reserved under the *National Parks and Wildlife Act 1974*—the form set out in Schedule 5.
- (2) The standard form of residential tenancy agreement set out in Schedule 2 or 4 for residential premises that are not Crown reserves must be in a form approved by the Registrar-General for registration under the *Real Property Act 1900*.
- (3) When this Regulation is amended by altering, adding or replacing a standard form of residential tenancy agreement, the amendment does not apply to a residential tenancy agreement entered into before the commencement of the amendment.
- (4) For the purposes of section 10 (1) (c) of the Act, any additional terms of a residential tenancy agreement must be set out on a separate page of the agreement using the heading and opening words set out in the relevant part of the standard form of residential tenancy agreement set out in Schedule 1, 2, 3, 4 or 5. The heading and opening words must be in a similar style to that set out in the relevant part of the relevant agreement.

### 6 Provision of information to resident

For the purposes of section 73 (3) (d) of the Act, the following documents are prescribed:

- (a) the document entitled “Residential Park Living”, dated April 2006 and available from the Office of Fair Trading within the Department of Commerce,
- (b) a document that gives information about electricity rebates.

Residential Parks Regulation 2006

Clause 7

Residential tenancy agreements

Part 2

## 7 Condition report: section 8 (4)

- (1) The condition report relating to the condition of residential premises contained or referred to in a standard form of residential tenancy agreement:
  - (a) must be completed by or on behalf of the park owner at or before the time the agreement is given to the resident for signing, and
  - (b) must be given in duplicate by the park owner to the resident at or before the time that the resident signs the agreement.
- (2) The resident must complete and give one copy of the condition report to the park owner not later than 7 days after receiving it.
- (3) At, or as soon as reasonably practicable after, the termination of a residential tenancy agreement entered into in the standard form, both the park owner and the resident must complete the copy of the condition report retained by the park owner or the resident under this clause, in the presence of the other party.
- (4) It is not a breach of subclause (3) for the condition report to be completed in the absence of the other party if the party completing the report has given the other party a reasonable opportunity to be present when it is completed.
- (5) It is sufficient compliance with this clause by the park owner if the park manager meets the obligations of the park owner under this clause.

**Note.** Section 143 of the Act provides that a resident may give to a park manager appointed under that section any notices or other documents required to be given to the park owner.

## 8 Exemptions from obligation to include a condition report

The following classes of residential tenancy agreements are exempt from the operation of section 8 (4) of the Act (which requires a prescribed standard form of residential tenancy agreement to include a condition report):

- (a) a residential tenancy agreement that creates a tenancy for a term of more than 3 years,
 

**Note.** The registrable standard forms of residential tenancy agreements that create tenancies for a term of more than 3 years do not include a condition report, but the standard forms (set out in Schedules 2 and 4) require the inclusion of such a condition report, which must be completed in the usual manner. The condition report does not have to be registered.
- (b) a residential tenancy agreement that is a renewed agreement (that is, an agreement made on or before the termination of a previous agreement entered into by the same resident in respect of the same residential premises) where:

Clause 9 Residential Parks Regulation 2006

Part 2 Residential tenancy agreements

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- (i) that or any other previous residential tenancy agreement entered into by the resident included a condition report for the premises, and
  - (ii) the renewed agreement provides for such a condition report to form part of the renewed agreement, and
  - (iii) the resident's occupation of the premises has been continuous since entering into occupation of the premises under the agreement that included that condition report.

**9 Prohibited additional terms of agreement: section 10**

A residential tenancy agreement must not contain additional terms with respect to any of the following matters:

- (a) the indemnification of the residential park owner against any liability (including vicarious liability) of the park owner for damage, loss or injury arising from an act or omission of the park owner (or the park owner's employees or agents) in relation to the occupation or use of the residential premises,
- (b) the nomination of the park owner as the sole selling agent in the event that the residential premises are sold while on the residential site,
- (c) a requirement that the resident of the residential premises engage only tradespersons or services specified by the park owner.

**10 Notice of termination on grounds of change of use: section 102 (4) (c)**

A notice of termination of a residential tenancy agreement given under section 102 (Termination by park owner for change of use) of the Act must include, in addition to the statements required by sections 102 (4) (a) and (b) and 112 (1) (f) of the Act, statements to the effect that:

- (a) the resident may, within 60 days after receiving the notice, apply to the Consumer, Trader and Tenancy Tribunal for an order postponing the date for vacating the residential site, and
- (b) if the park owner applies to the Consumer, Trader and Tenancy Tribunal for an order of possession of the premises, the park owner must establish, to the satisfaction of that Tribunal, the ground for giving the notice of termination.

**11 Service of notices of termination: section 153 (4)**

- (1) This clause:
  - (a) applies to all notices of termination required to be given under the Act, and
  - (b) prescribes, for the purposes of section 153 of the Act, the additional ways in which notices of termination may be given.

Residential Parks Regulation 2006

Clause 11

Residential tenancy agreements

Part 2

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- (2) A notice of termination given under the Act to a resident may be given:
- (a) by delivering it personally to the resident or a person apparently of or above the age of 16 years by whom the rent payable by the resident is ordinarily paid, or
  - (b) by delivering it to the residential premises occupied by the resident and by leaving it there with some person apparently of or above the age of 16 years for the resident, or
  - (c) by sending it by post to the residential premises occupied by the resident.
- (3) A notice of termination given under the Act to a park owner may be given:
- (a) by delivering it personally to the park owner, the park manager or a person apparently of or above the age of 16 years to whom the rent payable to the park owner is ordinarily paid, or
  - (b) by sending it by post to the park owner's usual place of residence or employment, or
  - (c) by sending it by post or facsimile transmission to the park owner's or park manager's usual place of business.

**Note.** Section 143 of the Act provides that a resident may give to a park manager appointed under that section any notices or other documents required to be given to the park owner.

Clause 12	Residential Parks Regulation 2006
Part 3	Costs, fees and charges and associated matters

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### **Part 3 Costs, fees and charges and associated matters**

#### **12 Maximum costs payable by resident for preparation of residential tenancy agreement: section 12**

The maximum amount payable by a resident for the costs of preparation of a written residential tenancy agreement and for any other charges (other than duty under the *Duties Act 1997*) payable by the resident in respect of the agreement is:

- (a) in the case of an agreement creating a tenancy exceeding 3 years that is registered under the *Real Property Act 1900*—the fee prescribed under that Act to register the dealing plus \$15, or
- (b) in any other case—\$15.

#### **13 Fees for park access devices: section 30**

- (1) The maximum amount that a resident may be required to pay for the cost of providing a key or other opening device to any lock or other security device to restrict entry to the residential park is:
  - (a) in the case of a resident who has paid a rental bond in relation to the existing residential tenancy agreement—nil, or
  - (b) in the case of a resident who has not paid such a rental bond—\$25 (which is refundable on surrender of the key or device to the park owner).
- (2) The maximum amount that a resident may be required to pay for the cost of providing a replacement key or other opening device to any lock or other security device to restrict entry to the residential park is \$25.

#### **14 Fees for park access devices installed before commencement of section 30: clause 8 of Schedule 1 to the Act**

- (1) The maximum amount that a resident under an existing residential tenancy agreement may be required to pay for the cost of providing a key or other opening device for a lock or other security device installed before the commencement of section 30 of the Act is:
  - (a) in the case of a resident who has paid a rental bond in relation to the existing residential tenancy agreement—nil, or
  - (b) in the case of a resident who has not paid such a rental bond—\$15 (which is refundable on surrender of the key or device to the park owner).

Residential Parks Regulation 2006

Clause 15

Costs, fees and charges and associated matters

Part 3

- 
- (2) The maximum amount that a resident under an existing residential tenancy agreement may be required to pay for the cost of providing a replacement key or other opening device for a lock or other security device installed before the date of the commencement of section 30 of the Act is \$25.
- (3) In this clause, *existing residential tenancy agreement* has the same meaning as it has in clause 5 of Schedule 1 to the Act.
- Note.** Section 30 commenced on 1 March 1999.

#### 15 Individual water metering standards: sections 36 and 39

- (1) For the purposes of sections 36 (1) (b) and 39 (1) of the Act, residential premises must be individually metered in accordance with the Plumbing and Drainage Code of Practice, or, if that Code of Practice is not in effect, in a manner that meets the requirements of a water supply authority that operates in the area in which the residential premises are located.
- (2) In this clause:  
**Plumbing and Drainage Code of Practice** means Edition No 3 of the code of practice produced by the Committee on Uniformity of Plumbing and Drainage in New South Wales on 1 July 2006 under the title “*New South Wales Code of Practice—Plumbing and Drainage*”.
- Note.** Copies of the Code are available from the Secretariat of the Committee, which can be contacted at the Department of Energy, Utilities and Sustainability.

#### 16 Gas and other charges payable by resident: section 36

- (1) A resident is required to pay all gas consumption charges in connection with the residential premises, including gas consumption charges payable under any Act or regulation or under any arrangement authorised by any Act or regulation.
- (2) However, a resident is not required to pay any gas consumption charges for gas supplied by a park owner to the resident unless the gas is supplied through a gas meter that has been tested, sealed and stamped in accordance with the *Gas Supply (Gas Meters) Regulation 2002*.
- (3) The other charges that a resident is required to pay are:
- (a) any charges for pumping out a septic system arising from the use of the residential premises by the resident, other than charges included in rates fixed under the *Local Government Act 1993*, and
  - (b) any excess garbage or sanitary charges relating to the resident’s use of the residential premises.

Clause 17	Residential Parks Regulation 2006
Part 3	Costs, fees and charges and associated matters

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**17 Prescribed code with respect to electricity: section 37**

The code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006, is prescribed for the purposes of section 37 (6) (b) of the Act with respect to electricity.

**18 Water availability charges: section 39 (2A) (b)**

For the purposes of section 39 (2A) (b) of the Act, the prescribed amount for water availability charges in relation to the year commencing 1 July 2006 and any subsequent year is \$50 for the year concerned.

**19 Reservation fees: section 44**

- (1) The circumstances in which a person may require or receive a reservation fee from a prospective resident of a residential site are circumstances in which the following conditions are satisfied:
- (a) the fee does not exceed one week's rent of the residential premises concerned (based on the proposed rent under the proposed residential tenancy agreement),
  - (b) no other reservation fee has been received for the residential premises in respect of that proposed residential tenancy agreement,
  - (c) a receipt containing the following particulars is given to the person who pays the reservation fee by the person who receives it:
    - (i) the name of the person who receives the payment or on whose behalf the payment is received,
    - (ii) the name of the person making the payment or on whose behalf the payment is made,
    - (iii) the address of the residential premises in respect of which the payment is made,
    - (iv) the date on which the payment is received,
    - (v) the amount of the payment,
  - (d) the person who requires or receives the reservation fee gives the person paying the fee a written acknowledgment that:
    - (i) the premises will not be let during a specified period, pending the making of a residential tenancy agreement, and

Residential Parks Regulation 2006

Clause 20

Costs, fees and charges and associated matters

Part 3

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- (ii) if the park owner has decided not to enter into a residential tenancy agreement in the agreed terms for the residential premises concerned during that period, the whole of the fee will be refunded, and
  - (iii) if the entering into of the residential tenancy agreement is conditional on the park owner carrying out repairs or other work and the park owner does not carry out the repairs or other work during the specified period, the whole of the fee will be refunded, and
  - (iv) if the prospective resident decides not to enter into such an agreement, and the premises were not let or otherwise occupied during the period they were reserved, the park owner may retain so much of the fee as is equal to the amount of rent that would have been paid during the period the premises were reserved (based on the proposed rent) but is required to refund the remainder (if any) of the fee, and
  - (v) if a residential tenancy agreement is entered into, the fee is to be paid towards rent for the residential premises concerned.
- (2) A reservation fee must not be required of a person who is a resident in respect of the residential premises and must not be received from such a person.

## 20 Other fees from residents: section 45

- (1) The following fees may be required or received from a resident, but only if the residential tenancy agreement specifies that such fees are payable by the resident and specifies the amount of any such fees:
- (a) reasonable visitors' fees,
  - (b) security deposits or charges payable in advance, as the case may be, for the supply of any gas, electricity or telephone service by the park owner, not exceeding the amount that could have been charged if the service was supplied directly to the resident by the relevant authority.
- (2) Visitors' fees may not be required or received from a resident:
- (a) if the moveable dwelling in which the visitors stayed contains its own bathroom facilities, or
  - (b) if the communal bathroom facilities for the residential park are charged for on a "user pays" basis.



Clause 21	Residential Parks Regulation 2006
Part 3	Costs, fees and charges and associated matters

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(3) In this clause:

*bathroom facilities* means self-contained facilities incorporating a toilet and a bathtub or a shower (or both a bathtub and a shower).

*visitors' fee* means a charge levied by the owner of a residential park for guests of a resident who stay in the residential park overnight.

**21 Valuation fees for purpose of Tribunal's determination of value: section 130A**

- (1) The costs (if any) referred to in section 130A (6) of the Act are to be paid by the parties to the relevant proceedings if the Tribunal so determines.
- (2) In that case, the costs are to be paid:
  - (a) in such proportions as are agreed between the parties, or
  - (b) failing agreement, in such proportions as are ordered by the Tribunal.

Residential Parks Regulation 2006

Clause 22

Disposal of goods left by resident (section 134)

Part 4

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## Part 4 Disposal of goods left by resident (section 134)

### 22 Uncollected goods

- (1) Goods (including any relocatable home or other moveable dwelling owned by a resident) left on residential premises by the resident after the resident vacates the premises become *uncollected goods* for the purposes of this Part:
  - (a) when the resident vacates the premises, or
  - (b) if the resident vacates the premises before the residential tenancy agreement is terminated, when the agreement is terminated.
- (2) Uncollected goods may be disposed of as provided by this Part, but only if the requirements of this Part are complied with.

### 23 Options available to park owner when goods (other than moveable dwellings) not collected

- (1) Uncollected goods that have not been removed from the residential premises by the resident within 2 working days after they become uncollected goods are to be dealt with as provided by this clause.
- (2) The goods are to be stored in a safe place by the park owner or park manager unless the goods are disposed of as authorised by this clause.
- (3) If the goods are perishable foodstuffs, the park owner or park manager may remove and destroy or otherwise dispose of the goods.
- (4) If the park owner or park manager is reasonably of the opinion that it would cost more to remove, store and sell the goods (other than any moveable dwelling) than those goods are worth, the park owner or park manager may remove and destroy or otherwise dispose of the goods (other than any moveable dwelling).
- (5) If the residential premises consist of a residential site, and the goods left on the premises include a moveable dwelling, the park owner or park manager may store any other goods in the moveable dwelling and may store the moveable dwelling on the residential site.
- (6) In this clause,  
*working day* means any day that is not a Saturday, Sunday or public holiday.

### 24 Notice to resident that goods are in storage

- (1) When goods are stored by the park owner or park manager, the park owner or park manager must, within 7 days after the goods are stored:
  - (a) give the resident written notice that the goods have been stored, and

Clause 25	Residential Parks Regulation 2006
Part 4	Disposal of goods left by resident (section 134)

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- (b) publish a notice in a newspaper circulating generally throughout the State advising that the goods have been stored.

**Note.** See clause 35 for the ways in which the notice may be given to the resident.

- (2) Both notices must be in forms approved by the Director-General and contain the following:
  - (a) the park owner's name and address, or an address at which the goods can be claimed,
  - (b) the resident's name,
  - (c) the address of the residential premises (including the site number, where appropriate),
  - (d) a brief description of the goods and, if the goods are or include a moveable dwelling, details of the moveable dwelling sufficient to identify it (for example, make, registration or serial number, size and colour),
  - (e) a statement that, on or after a specified date the goods (other than any moveable dwelling) will be sold by public auction unless they are first claimed and the reasonable costs of removal, storage, notice of storage and (if appropriate) advertisement of sale are paid,
  - (f) if the goods are or include a moveable dwelling, a statement that the park owner intends to apply to the Tribunal for an order authorising the removal, destruction, disposal or sale of the moveable dwelling unless the dwelling is first claimed and the reasonable costs of removal, storage and notice of storage are paid.
- (3) The notice given to the resident must also contain the following:
  - (a) a statement that the park owner will retain out of the proceeds of any sale of the goods any reasonable costs of removal, storage, notice of storage, application to the Tribunal and sale (including the cost of advertising the sale),
  - (b) a statement that the resident is entitled to the balance of the proceeds of any sale of the goods.

## **25 Uncollected goods (other than moveable dwelling) may be auctioned**

- (1) As soon as practicable after uncollected goods (other than a moveable dwelling) have been stored by the park owner or park manager in accordance with this Part for 30 days, the park owner or park manager is to cause them to be sold by public auction.

Residential Parks Regulation 2006

Clause 26

Disposal of goods left by resident (section 134)

Part 4

- 
- (2) The park owner or park manager is required to account to the resident for the balance of the proceeds of the sale of the goods after deduction of the reasonable costs of removal, storage, notice of storage and sale of the goods (including the cost of advertising the sale).
  - (3) If the park owner has not located the resident, after making reasonable attempts to do so, for the purpose of accounting to the resident for the balance of the proceeds of any sale, the balance of the proceeds is to be dealt with as if it were unclaimed money under the *Unclaimed Money Act 1995*.

**26 Order of Tribunal required for disposal of uncollected moveable dwelling**

- (1) As soon as practicable after an uncollected good that is a moveable dwelling has been stored by the park owner or park manager in accordance with this Part for 30 days, the park owner is to apply to the Tribunal for an order under section 134 of the Act authorising the removal, destruction, disposal or sale of the moveable dwelling.
- (2) A park owner may not dispose of a moveable dwelling unless the Tribunal has made such an order.
- (3) The park owner is to dispose of or otherwise deal with the moveable dwelling in the manner authorised by the Tribunal as soon as practicable after the Tribunal makes the order.
- (4) The park owner is required to account to the resident for the balance of the proceeds of the sale (if any) of the moveable dwelling after deduction of the reasonable costs of removal, storage, notice of storage, application to the Tribunal and sale of the dwelling (including the cost of advertising the sale).
- (5) If the park owner has not located the resident, after making reasonable attempts to do so, for the purpose of accounting to the resident for the balance of the proceeds of any sale, the balance of the proceeds is to be dealt with as if it were unclaimed money under the *Unclaimed Money Act 1995*.

**27 Claiming uncollected goods**

- (1) A person who is entitled to possession of goods left on residential premises may claim the goods at any time before they are destroyed, sold or otherwise disposed of under this Part.
- (2) The park owner or park manager must deliver up the goods to a person who claims them if the park owner or park manager is satisfied that the person is entitled to claim them.

Clause 27	Residential Parks Regulation 2006
Part 4	Disposal of goods left by resident (section 134)

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- (3) The park owner is entitled to require payment of the park owner's or park manager's costs and expenses actually incurred in the removal and storage of goods, in the notification of storage and in advertising the sale of the goods (not exceeding a reasonable amount for those costs and expenses), before delivering goods to a person under this clause.
- (4) If a claim is for some but not all of the goods, and the remaining goods are of sufficient value to cover the reasonable costs of removal, storage and notice of storage of all of the goods, and the reasonable costs of the sale of the remainder of the goods (including the cost of advertising the sale), the park owner or park manager must deliver up the claimed goods to the claimant without requiring payment of the costs referred to in subclause (3).

Residential Parks Regulation 2006

Clause 28

Miscellaneous

Part 5

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## Part 5 Miscellaneous

### 28 Method of keeping and producing rent records

- (1) Any record of rent received, or copy of a rent receipt, required to be kept by a park owner under section 49 of the Act may be kept in written or in electronic form.
- (2) Any record kept in electronic form that is required to be produced by a notice under section 136C of the Act, or by an order of the Tribunal, is to be produced in written form, unless the notice provides (or the Tribunal directs) otherwise.

### 29 Instrument of assignment: section 41 (5)

An instrument of assignment may be (but is not required to be) in either of the forms set out in Schedule 6.

### 30 Additional matters for park rules: section 62

In addition to the matters specified in section 62 (2) (a)–(i) of the Act, the following matters are prescribed as matters to which park rules may relate:

- (a) waste recycling,
- (b) safety of persons and property within the residential park,
- (c) the storage and repair of motor vehicles, boats and trailers,
- (d) means of transportation within the residential park.

### 31 Additional functions of Park Liaison Committee: section 66

In addition to the functions specified in section 66 (5) (a)–(g) of the Act, the function of assisting the park owner in the development of a policy concerning the placing of notices on park notice boards is prescribed as a function of a Park Liaison Committee.

### 32 Warrant for possession: section 123

For the purposes of section 123 of the Act, the prescribed form of warrant authorising a sheriff's officer to enter residential premises to enforce an order for possession is the form set out in Schedule 7.

### 33 Maximum monetary penalty imposed by Local Court: section 148 (4)

The maximum monetary penalty that may be imposed by a Local Court in proceedings for an offence against section 122 is 100 penalty units.

Clause 34 Residential Parks Regulation 2006

Part 5 Miscellaneous

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**34 Penalty notice offences: section 149**

For the purposes of section 149 of the Act:

- (a) each offence created by a provision specified in Column 1 of Schedule 8 is prescribed as one for which a penalty notice may be issued, and
- (b) the prescribed penalty for such an offence if dealt with under that section is the amount specified in Column 2 of Schedule 8.

**35 Service of documents other than notices of termination: section 153 (1) and (2)**

(1) This clause:

- (a) applies to all notices or other documents (other than notices of termination) required to be given under the Act or this Regulation, and
- (b) prescribes, for the purposes of section 153 of the Act, the additional ways in which such notices and other documents may be given.

(2) A notice or other document required to be given under the Act to a resident:

- (a) may be given by sending it by post to the resident's usual place of business or employment, and
- (b) in the case of the notice required by clause 24 (relating to goods in storage), may also be given:
  - (i) by sending it by post to the resident's last forwarding address known to the park owner or park manager, or
  - (ii) by giving it to a representative nominated by the resident before the resident vacated the residential premises.

(3) A notice or other document required to be given under the Act to a park owner may be given by sending it by post or by facsimile transmission to the usual place of business of the park owner or park manager.

**36 Savings**

(1) Any act, matter or thing that had effect under the repealed regulation immediately before its repeal is taken to have effect under this Regulation.

**Note.** Among other things, the *Residential Parks Regulation 1999* provided (in clause 26 (2)) that any person who was an investigator under section 139 of the Act immediately before 10 April 2006 (the date on which section 139 was repealed) is taken to have been appointed on that date as an investigator under section 136A of the Act (the section that replaced section 139). The effect of that provision is preserved by this clause.

Residential Parks Regulation 2006

Clause 36

Miscellaneous

Part 5

- 
- (2) The form of notice set out in Schedule 7 to the repealed regulation immediately before its repeal is taken to be a form of notice approved for the purposes of clause 24 (1) (a).
  - (3) The form of notice set out in Schedule 8 to the repealed regulation immediately before its repeal is taken to be a form of notice approved for the purposes of clause 24 (1) (b).
  - (4) In this clause, *the repealed regulation* means the *Residential Parks Regulation 1999*.



## Residential Parks Regulation 2006

Schedule 1 Standard form residential site agreement (where tenancy is for a term of 3 years or less)

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## Schedule 1 Standard form residential site agreement (where tenancy is for a term of 3 years or less)

(Clause 5 (1) (a))

**Note.** This Form is to be used if the resident is to rent:

- (a) a site for the placement of a caravan that is owned by the resident and has a rigid annexe, or
- (b) a site for the placement of a manufactured home that is owned by the resident.

This agreement is in 2 parts:

Part 1—Sets out the terms of the agreement.

Part 2—Contains the condition report for the residential site.

### *IMPORTANT NOTES ABOUT THIS AGREEMENT*

1. The resident is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The park owner or the park manager is required to provide the resident with a copy of *Residential Park Living*. That book explains the resident's rights and obligations under this agreement.
3. The park owner is also required to provide the resident with a copy of the park rules and with a copy of other important information about this agreement (in the form of questions and answers).
4. The park owner is also required to provide the resident with a document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated.
5. The park owner must not enter into this agreement unless the resident has been given the documents referred to above.
6. The park owner is required to provide the resident with a copy of this agreement for the resident to keep.

### **Part 1 Terms of agreement**

**THIS AGREEMENT is made on** \_\_\_\_\_ **at** \_\_\_\_\_ **NSW**

**BETWEEN**

#### **PARK OWNER:**

(Name/s)

(ACN)

(Address)

(Name of park manager)

(ACN)

(Address)

Emergency contact number for park manager

## Residential Parks Regulation 2006

Standard form residential site agreement (where tenancy is for a term of 3 years or less) Schedule 1

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AND

**RESIDENT:**

(Name/s)

Other people who will ordinarily live at the residential site may be listed here (*cross out if not needed*)

**RESIDENTIAL SITE:**

The park owner gives the resident the right to occupy site No \_\_\_\_\_ at \_\_\_\_\_ and the following parking space and storeroom (*cross out if not needed*)

Size of site (dimensions or square metres)

No more than \_\_\_\_\_ persons may ordinarily live at the residential site at any one time.

**RENT:**

The rent is \$ \_\_\_\_\_ payable every \_\_\_\_\_, starting on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.

The resident must pay in advance on the \_\_\_\_\_ of every \_\_\_\_\_.

The rent must be paid:

- (a) to the park owner, or the park manager, at \_\_\_\_\_, or
- (b) at any other reasonable place the park owner names in writing, or
- (c) into the following account \_\_\_\_\_, or any other account nominated by the park owner.

Payment must be made by the following method (*eg in cash, by cheque, by bank account deposit or by any other method agreed to and set out here*)

**TERM:**

The term of this agreement is \_\_\_\_\_, beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ and ending on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.

**CONTINUATION:**

At the end of the term the resident can stay on the residential site at the same rent (or at an increased rent if the rent is increased in accordance with the *Residential Parks Act 1998*) and otherwise under the same terms unless or until the agreement is ended in accordance with the *Residential Parks Act 1998*.

**RENTAL BOND:** (*cross out if there is not going to be a bond*)

A rental bond of \$ \_\_\_\_\_ must be paid by the resident to the park owner, or the park manager, on or before signing this agreement.

**THE AGREEMENT**

1. **The park owner agrees** to provide the resident with:
  - 1.1 a copy of this agreement (for the resident to keep) at or before the time that another copy of the agreement is signed and given by the resident to the park owner or the park manager, and
  - 1.2 a copy of this agreement that has been signed by both the park owner and the resident, as soon as reasonably practicable after signing.

**RENT**

2. **The resident agrees** to pay rent on time.

## Residential Parks Regulation 2006

Schedule 1 Standard form residential site agreement (where tenancy is for a term of 3 years or less)

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3. **The park owner agrees** to provide a receipt for any rent paid to the park owner or to ensure that the park manager provides a receipt for any rent paid to the park manager. If the rent is not paid in person, the park owner agrees only to make the receipt available for collection by the resident or to post it to the resident. (The park owner is not required to provide or make available a receipt if rent is paid into the park owner's account or if the owner is otherwise exempt from that obligation.)

**PAYMENT OF COUNCIL RATES AND OTHER CHARGES**

4. **The park owner agrees** to pay, in connection with the residential site:
- 4.1 Council rates, and
  - 4.2 for electricity, other than electricity that the resident has agreed to pay for under clause 5.1 of this agreement, and
  - 4.3 for water, other than water that the resident has agreed to pay for under clause 8 of this agreement, and
  - 4.4 land taxes, and
  - 4.5 the cost of installing any meters to measure the supply of water, electricity or gas, and
  - 4.6 charges under any other Act.
5. **The resident agrees** to pay, in connection with the residential site:
- 5.1 any electricity charges agreed to in clause 6 of this agreement (if that clause is not crossed out) or in any other provision of this agreement, and
  - 5.2 for gas, and
  - 5.3 any excess garbage or sanitary charges, and
  - 5.4 any charges for pumping out a septic system arising from the use of the residential premises by the resident, and
  - 5.5 an amount for any key or opening device, issued to the resident, not exceeding \$25 for each key or device or replacement key or device issued, and
  - 5.6 security deposits, or charges payable in advance, as the case may be, for the supply of any gas or any telephone service by the park owner, not exceeding the amount which could have been charged if the service was supplied directly to the resident by the relevant authority.

**ELECTRICITY**

*(Cross out this clause if it is not applicable)*

6. **The resident agrees** to pay all electricity charges in connection with the residential site where:
- 6.1 the residential site is individually metered in compliance with the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006 (*the Code*), and
  - 6.2 any charges for the supply or resupply of electricity to the resident are calculated in accordance with the Code (whether by reference to a published domestic tariff or otherwise), and

## Residential Parks Regulation 2006

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- 6.3** the resident is provided with a receipt for any amount paid to the park owner for electricity consumption or availability, and that receipt is separate from any rent receipt provided to the resident or is identified separately on the rent receipt, and
- 6.4** the resident is issued with accounts that comply with section 37 of the *Residential Parks Act 1998*, and with any relevant provisions of the Code that are not inconsistent with that section.
- 7. The park owner agrees** to comply with all obligations placed on the park owner by the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006.

**WATER**

- 8. The resident agrees** to pay for **ONE** of the following classes of water charges:
- 8.1** if the site is individually metered (whether by the water supply authority or by the park owner) in compliance with the regulations, the resident is billed directly by the water supply authority or by the park owner in accordance with the *Residential Parks Act 1998*, the charge for water is calculated according to the metered amount of water consumed and there is no minimum charge payable—the resident's proportion of charges for water availability (to a maximum of \$50 per annum), together with all charges for water consumption,
- 8.2** if the site is individually metered by the water supply authority—the resident's proportion of excess water charges.

**POSSESSION OF THE RESIDENTIAL SITE**

- 9. The park owner agrees:**
- 9.1** to make sure the residential site is vacant so the resident can move in on the date agreed, and
- 9.2** that there is no legal reason that the park owner knows about, or should know about when signing this agreement, why the residential site cannot be used as the site of a residence for the term of this agreement, and
- 9.3** that the park owner or park manager has given approval for the occupation of the residential site as the resident's principal place of residence.

**RESIDENT'S RIGHT TO QUIET ENJOYMENT**

- 10. The park owner agrees:**
- 10.1** that the resident will have quiet enjoyment of the residential site without interruption by the park owner or any person claiming by, through or under the park owner or having superior title to that of the park owner, and
- 10.2** that the park owner or the park manager will not interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of the resident in using the residential site.

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**OFFENSIVE BEHAVIOUR**

- 11. The resident agrees** not to interfere with or cause or permit interference with:
- 11.1** the reasonable peace, comfort or privacy of any neighbour of the resident or any other person lawfully in the residential park, or
  - 11.2** the proper use and enjoyment of the residential park by the other residents of the residential park.

**USE OF THE RESIDENTIAL SITE**

- 12. The resident agrees:**
- 12.1** not to use the residential site, or cause or permit the residential site to be used, for any illegal purpose, and
  - 12.2** not to cause or permit a nuisance.

**OBLIGATION TO PROMOTE COMPLIANCE WITH PARK RULES**

- 13. The park owner agrees** to take all reasonable steps to ensure that the park owner's other residents do not contravene any park rules for the residential park.

**PARK OWNER'S ACCESS TO THE RESIDENTIAL SITE**

- 14. The park owner agrees** that the park owner, the park manager or any person authorised in writing by the park owner, during the currency of this agreement, may only enter the residential site in the following circumstances:
- 14.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
  - 14.2** if the Consumer, Trader and Tenancy Tribunal so orders,
  - 14.3** if there is good reason for the park owner to believe the residential site is abandoned,
  - 14.4** to inspect the residential site, if the resident is given 7 days' notice (no more than 4 inspections are allowed in any period of 12 months),
  - 14.5** to carry out necessary repairs (other than urgent repairs) or maintenance, if the resident is given 2 days' notice on each occasion,
  - 14.6** to show the residential site (but not any moveable dwelling on the site) to prospective buyers or mortgagees on a reasonable number of occasions, if the resident is given reasonable notice on each occasion,
  - 14.7** to show the residential site (but not any moveable dwelling on the site) to prospective residents on a reasonable number of occasions if the resident is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
  - 14.8** if electricity, water or gas is supplied to the resident by the park owner, to inspect and read an electricity, water or gas meter situated on the residential site,
  - 14.9** if the resident agrees.

## Residential Parks Regulation 2006

Standard form residential site agreement (where tenancy is for a term of 3 years or less) Schedule 1

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- 15. The park owner agrees** that if a person has power to enter the residential site under clause 14.4, 14.5, 14.6, 14.7 or 14.8 of this agreement the person:
- 15.1** must not enter the residential site on a Sunday or a public holiday, unless the resident agrees, and
- 15.2** may enter the residential site only between the hours of 8.00 am and 8.00 pm, unless the resident agrees to another time.
- 16. The park owner agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the park owner or the park manager must produce to the resident the park owner's, or the park manager's, written permission to enter the residential site.

**CLEANLINESS, REPAIRS AND DAMAGE TO THE RESIDENTIAL SITE**

- 17. The park owner agrees** to make sure the residential site, everything provided with the residential site for use by the resident, and the common areas of the residential park, are reasonably clean and fit to live in or use.
- 18. The resident agrees:**
- 18.1** to keep the residential site reasonably clean, and
- 18.2** to notify the park owner as soon as practicable of any damage to the residential site, and
- 18.3** not to intentionally or negligently cause or permit any damage to the residential site, and
- 18.4** when the agreement ends, to leave the residential site as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential site that forms part of this agreement.
- Note.** The condition report that forms part of this agreement is the condition report set out in Part 2 of this agreement unless:
- (a) the agreement is a renewed agreement, and
- (b) the park owner and resident have agreed that clause 35 of this agreement applies, and
- (c) a date has been inserted in clause 35, in which case the specified earlier condition report forms part of this agreement.

**ALTERATIONS AND ADDITIONS TO THE RESIDENTIAL SITE**

- 19. The resident agrees:**
- 19.1** not to attach any fixture or renovate, alter or add to the residential site without the park owner's written permission, and
- 19.2** not to remove, without the park owner's written permission, any fixture attached to the residential site by the resident, and
- 19.3** to notify the park owner of any damage caused by removing any fixture attached to the residential site by the resident, and
- 19.4** to repair any damage caused by removing the fixture or compensate the park owner for the cost of repair, if the park owner asks for the removal and for compensation.
- 20. The park owner agrees** to compensate the resident as soon as possible for the value of a fixture attached by the resident if the park owner refuses to allow its removal.

## Residential Parks Regulation 2006

Schedule 1 Standard form residential site agreement (where tenancy is for a term of 3 years or less)

### ALTERATIONS AND ADDITIONS TO MOVEABLE DWELLINGS THAT BELONG TO THE RESIDENT

**21. The resident agrees:**

- 21.1** not to make any alteration to the moveable dwelling on the residential site that is visible from the outside of the moveable dwelling unless the park owner has consented to the alteration, and
- 21.2** not to make any addition to the residential site unless the park owner has consented to the addition.

**22. The park owner agrees** not to unreasonably withhold or refuse the consent referred to in clause 21.

### ACCESS TO THE RESIDENTIAL PARK

**23. The park owner agrees** that, if the park owner has already installed any locks or other security devices (such as boom gates) to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access:

- 23.1** subject to the payment of any refundable fee (under clause 5.5), the park owner will give a copy of the key or any other opening device or information required to open the locks or other security devices to the resident at the commencement of this agreement, and
- 23.2** the park owner will maintain those locks or security devices in working order.

**24. The park owner agrees** that, if the park owner installs or alters any locks or other security devices (such as boom gates) to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access, during the term of this agreement:

- 24.1** subject to the payment of any refundable fee (under clause 5.5), the park owner will give a copy of the key or any other opening device or information required to open the locks or other security devices to the resident, and
- 24.2** the park owner will maintain those locks or security devices in working order.

### RESIDENT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS

**25. The resident agrees** to be responsible to the park owner for any act or omission by any person the resident allows on the residential site, or elsewhere in the residential park, who breaks any of the terms of this agreement.

### RIGHT TO ASSIGN OR SUB-LET

**26. The park owner agrees:**

- 26.1** that the resident may, with the prior consent of the park owner, assign the whole or part of the resident's interest under this agreement or sub-let the residential site, and
- 26.2** that the park owner may not unreasonably withhold or refuse consent to the assignment or sub-letting, and
- 26.3** that the park owner will not impose any charge for giving such a consent, other than for the park owner's reasonable expenses in giving consent.

**Note.** The Notes at the end of this agreement (Note 10) explain in more detail some of the circumstances when the park owner may refuse to consent to the assignment or subletting of the residential site.

Residential Parks Regulation 2006

Standard form residential site agreement (where tenancy is for a term of 3 years or less) Schedule 1

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#### **PARK OWNER'S CHANGE OF ADDRESS**

**27. The park owner agrees:**

- 27.1** if the residential address of the park owner changes (and the park owner has not appointed a park manager), to give the resident notice in writing of the change within 14 days, and
- 27.2** if the name or business address of the park manager changes or the park owner appoints a park manager, to give the resident notice in writing of the change or the park manager's name or business address, as appropriate, within 14 days, and
- 27.3** if the park owner or park manager is a corporation and the name of the secretary or other responsible agent of the corporation changes or the address of the registered office of the corporation changes, to give the resident notice in writing of the change within 14 days.

#### **MAIL FACILITIES**

- 28. The park owner agrees** that if any individual mail facilities for the residential site are installed in accordance with Part 9 of the *Residential Parks Act 1998*, those facilities will be available to the resident and the resident may install a lock on those facilities.

#### **MITIGATION OF LOSS**

- 29. The park owner and the resident agree** that the rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the resident breaches this agreement the park owner will not be able to claim damages for loss which could have been avoided by reasonable effort of the park owner.)

#### **PRESCRIBED TERMS**

#### **RENTAL BOND**

- 30. The park owner agrees** that where the park owner or the park manager apply to the Rental Bond Board or the Consumer, Trader and Tenancy Tribunal for payment of the whole or part of the rental bond to the park owner, then the park owner or the park manager will provide the resident with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim.

#### **OBLIGATIONS UNDER PARK RULES**

- 31. The park owner and the resident acknowledge** that the park rules for the residential park are terms of this agreement and that if those park rules change (in accordance with Part 6 of the *Residential Parks Act 1998*) in a way that is consistent with the rest of this agreement, the terms of this agreement change accordingly.

#### **BEHAVIOUR OF OTHER RESIDENTS**

- 32. The park owner agrees** to take all reasonable steps to ensure that the park owner's other residents:
- 32.1** do not unreasonably interfere with the privacy, peace and quiet of the other residents of the residential park, or



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32.2 do not unreasonably interfere with the proper use and enjoyment of the residential park by the other residents of the residential park.

**KEYS AND OPENING DEVICES**

33. At the termination of this agreement:

33.1 **the resident agrees** to return any key or other opening device provided to the resident, and

33.2 **the park owner agrees** to refund to the resident any amount refundable on surrender of the key or device.

**MOVEABLE DWELLINGS**

34. **The resident agrees** to ensure that the moveable dwelling complies with any regulations under the *Local Government Act 1993* with which it is required to comply.

**AGREEMENT TO USE PREVIOUS CONDITION REPORT**

35. **The park owner and the resident agree** that the condition report included in a residential site agreement entered into by the resident and dated (*insert a date if the park owner and resident agree to this clause*) forms part of this agreement.

**Note.** The following matter must be on a separate page.

**ADDITIONAL TERMS**

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.

*Additional terms may be included in this agreement if:*

- (a) *both the park owner and the resident agree to the terms, and*
- (b) *they do not conflict with the Residential Parks Act 1998 or any other Act, and*
- (c) *they do not conflict with the other terms of this agreement.*

Park owner's signature

Resident's signature

*(Sign this page even if there are no additional terms on it.)*

**Notes.****1. Definitions**

In this agreement:

**Department** means the Government Department administering the *Residential Parks Act 1998*.

**park manager** means a person appointed by the park owner of a residential park, with responsibility for the day to day management of the residential park, including the letting of residential sites.

**park owner** means the person who grants the right to occupy a residential site under this agreement, and includes the person's heirs, executors, administrators and assigns.

**regulations** means regulations under the *Residential Parks Act 1998*.

**rental bond** means money paid by the resident as security to carry out this agreement.

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**resident** means the person who has the right to occupy a residential site under this agreement, and includes the person's heirs, executors, administrators and assigns.

**residential park** means a caravan park or manufactured home estate.

**residential premises** includes a residential site.

**residential site** means a site within a residential park that is used, or is intended to be used, for the installation of a moveable dwelling owned by the resident.

**tenancy** means the right to occupy a residential site under this agreement.

2. **Termination of an agreement by the resident**

This agreement can be terminated by the resident if the resident gives at least 30 days' written notice to the park owner. The notice cannot be given before the expiry of any fixed term period of this agreement.

3. **Termination of an agreement by the park owner**

- (1) This agreement can be terminated by the park owner but only in limited circumstances.
- (2) A notice of termination may only be given to a resident who rents a residential site for the following reasons:
  - (a) if the resident is more than 14 days in arrears of rent (in which case the resident must be given at least 14 days to vacate the site),
  - (b) if the resident seriously or persistently breaches any term of the tenancy agreement (in which case the resident must be given at least 14 days to vacate the site),
  - (c) if the moveable dwelling is considered by the park owner to be in a seriously dilapidated condition (in which case the resident must first be given a warning notice to fix up the moveable dwelling within 90 days, and a second 30 days' notice if they do not comply with the first warning. If the moveable dwelling is still dilapidated, a termination notice with at least 60 days' notice may be given),
  - (d) if the site is to be used, whether by the park owner or some other person, for a purpose other than as a residential site (in which case a minimum 12 months' termination notice must be given). A resident cannot be requested to move out for this reason before the end of any remaining fixed term period of this agreement,
  - (e) if the park owner needs vacant possession of the site to comply with a requirement (eg by a local council) to carry out repairs or upgrading to the site (in which case the resident must be given at least 90 days' termination notice). A resident cannot be requested to move out for this reason before the end of any remaining fixed term period of this agreement.
- (3) A park owner may request that a resident relocate to another site within the residential park or some other residential park operated by the park owner close by, or the parties may agree to relocate. At least 90 days' notice must be given if a resident is requested to relocate, but it cannot be given before the end of any remaining fixed term period of this agreement. The resident relocates under the same terms and conditions (eg rent) that applied to the previous residential site.

4. **Notices of termination**

- (1) A notice of termination must:
  - (a) be in writing, and
  - (b) state the address and site number of the residential site, and
  - (c) be signed by the person giving it and be dated, and
  - (d) allow the required period of time, and

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- (e) give the date the resident intends to, or is requested to, move out, and
- (f) give the reasons for ending the agreement (if any), and
- (g) if the reason for ending the agreement is that the residential site is to be used for a purpose other than a residential site—state that:
  - (i) the resident may, within 60 days after receiving the notice, apply to the Consumer, Trader and Tenancy Tribunal for an order postponing the date for vacating the residential premises, and
  - (ii) if the park owner applies to the Consumer, Trader and Tenancy Tribunal for an order of possession of the residential premises, the park owner must establish, to the satisfaction of that Tribunal, the ground for giving the notice of termination, and
- (h) be properly given.

(2) If the notice is given by a park owner or park manager, the notice must state that information about the resident's rights and obligations can be found in the tenancy agreement.

5. **How notices are properly given**

- (1) A notice of termination **given to a resident** may be:
  - (a) posted to the resident's residence, or
  - (b) given to the resident personally, or
  - (c) given to a person aged 16 or more who normally pays the rent, or
  - (d) given to a person aged 16 or more at the residential site to pass on to the resident.
- (2) A notice of termination **given to a park owner** may be:
  - (a) posted to the park owner's place of residence or employment, or
  - (b) given to the park owner, or to the park manager, personally, or
  - (c) posted or faxed to the park owner's, or park manager's, place of business, or
  - (d) given to a person aged 16 or over who normally collects the rent.

6. **Compensation**

Except in the case of certain residents living within Crown reserves, compensation is payable (in advance) to a resident who has to vacate residential premises because of a change of use, repairs or upgrading, and to a resident who has to relocate.

7. **Vacant possession**

A notice of termination does not end the tenancy by itself. The resident must return vacant possession of the residential premises to the park owner, on or after the day specified in the notice, for the tenancy to end. An application may be made to the Consumer, Trader and Tenancy Tribunal if the resident does not vacate when required.

8. **Warning**

It is an offence for any person to obtain possession of the residential premises without an order of the Consumer, Trader and Tenancy Tribunal, if the resident does not willingly move out. Fines and compensation can be ordered by a court in relation to such offences.

9. **Rent increases**

- (1) The park owner cannot increase the rent during the fixed term unless the agreement sets out the amount of the increase or the method of calculating the amount of the rent increase.

## Residential Parks Regulation 2006

Standard form residential site agreement (where tenancy is for a term of 3 years or less) Schedule 1

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- (2) The resident must get **60 days'** notice in writing if the park owner wants to increase the rent. This applies even when the agreement provides for, or permits, a rent increase. Where a notice of an increase has been given and the park owner and resident subsequently agree to a lesser increase than in the notice, the park owner does not need to give a further 60 days' notice.
- (3) The resident can apply to the Consumer, Trader and Tenancy Tribunal within **30 days** of getting the notice of the rent increase for an order that the rent increase is excessive. However, if the rent increase does not exceed any increase in the Consumer Price Index (All Groups) for Sydney during the period since the rent was last fixed, the increase cannot be determined to be excessive (unless the park owner has reduced or withdrawn any goods, services or facilities during that period).
- (4) If the park owner has reduced or withdrawn any goods, services or facilities, the resident can at any time apply to the Consumer, Trader and Tenancy Tribunal for an order that the rent is excessive.

10. **Consent to assignment or subletting**

The grounds on which a park owner may reasonably refuse to consent to the assignment or subletting of a residential site include (but are not limited to):

- (a) that the park owner requires vacant possession of the site in order to carry out works required by law on the site or in the residential park, or
- (b) if the site is within a Crown reserve, that the site is to be used for a public purpose other than a residential site.

11. **Sale on-site of moveable dwelling**

- (1) The resident is entitled to sell a moveable dwelling owned by the resident and installed on the residential site while the dwelling is in place on the site, unless:
  - (a) this agreement provides as an additional term that on-site sales are prohibited and the resident was advised of that prohibition in the question-and-answer document provided to the resident under section 73 of the *Residential Parks Act 1998*, or
  - (b) the residential site is within a Crown reserve.
- (2) If the residential site is within a Crown reserve, the resident may, if the park owner consents, sell a moveable dwelling owned by the resident while the dwelling is in place on the site.
- (3) If the resident is entitled to sell a moveable dwelling on-site (or if the resident otherwise has the park owner's consent to sell a moveable dwelling on-site), the resident must inform the park owner of the resident's intention to offer the dwelling for sale on-site before displaying a "for sale" sign on the dwelling.
- (4) "For sale" signs must comply with any permissible restrictions set on them by this agreement or, if no restrictions are set by this agreement, any restrictions set by the Park Liaison Committee.
- (5) A park owner must not interfere with the sale by the resident of a moveable dwelling while it is installed on the residential site, unless such interference is permitted by an additional term to this agreement.

Residential Parks Regulation 2006

Schedule 1 Standard form residential site agreement (where tenancy is for a term of 3 years or less)

**THE PARK OWNER AND RESIDENT ENTER INTO THIS AGREEMENT (INCLUDING THE CONDITION REPORT) AND AGREE TO ALL ITS TERMS. SIGNED BY THE PARK OWNER**

In the presence of

Name of witness

Signature of park owner

Signature of witness

**ACKNOWLEDGMENT BY RESIDENT**

The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of each of the following documents:

- |  |  |
|--|--|
|  | Initial each box if you have received the document |
| A statement of the costs of preparation of this residential tenancy agreement and of any other charges payable by the resident in respect of the agreement   | <input type="checkbox"/>                           |
| The book entitled <i>Residential Park Living</i>   | <input type="checkbox"/>                           |
| A list of questions and answers about living in the residential park   | <input type="checkbox"/>                           |
| The park rules for the residential park  | <input type="checkbox"/>                           |
| A document stating that the resident’s right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated | <input type="checkbox"/>                           |
| A document giving information about electricity rebates  | <input type="checkbox"/>                           |

**SIGNED BY THE RESIDENT**

In the presence of

Name of witness

Signature of resident

Signature of witness

**Part 2 Residential site condition report**

**ADDRESS OF RESIDENTIAL SITE:**

*HOW TO COMPLETE*

1. Three copies of this condition report are filled out and signed by the park owner or the park manager.
2. The park owner or the park manager records the condition of the residential site by indicating whether the particular item is clean, undamaged and working by placing “Y” (YES) or “N” (NO) in the appropriate column.

## Residential Parks Regulation 2006

Standard form residential site agreement (where tenancy is for a term of 3 years or less) Schedule 1

3. Two copies of the report which have been filled in and signed by the park owner or the park manager are given to the resident at or before the time of entering into the agreement. The park owner or park manager keeps the third.
4. The resident indicates agreement or disagreement with the condition indicated by the park owner or park manager by placing "Y" (YES) or "N" (NO) in the appropriate columns.
5. The resident returns one copy of the completed condition report to the park owner or park manager within 7 days and keeps the second copy.
6. At, or as soon as practicable after, the termination of a residential tenancy agreement, both the park owner and resident should complete the copy of the condition report that they retained, indicating the condition of the residential site at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.

**IMPORTANT NOTES ABOUT THIS REPORT**

1. This condition report is an important record of the condition of the residential site when the tenancy begins.
2. At the end of the tenancy the premises will be inspected and the condition of the residential site at that time will be compared to that stated in the original condition report.
3. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the residential site.
4. If the resident disagrees with the park owner's condition report this must be confirmed in writing, preferably on the condition report, either by placing "N" (NO) in the appropriate column and by making an appropriate comment alongside that column.
5. The Consumer, Trader and Tenancy Tribunal has the power to hear disputes about the validity of a condition report.

**CONDITION REPORT**

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident agrees	Comments
SITE									
exclusive facilities (specify)									
landscaping									
driveway									
storeroom/shed									
site slab (concrete)									

Residential Parks Regulation 2006

Schedule 1 Standard form residential site agreement (where tenancy is for a term of 3 years or less)

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident agrees	Comments
services/ facilities (specify)									
general appearance									
utility services: water electricity gas									
TV aerial connection									
Quantity of gas in portable cylinder(s) at start (if cylinder provided by park owner)									
Capacity of electricity supply to site (in amperes)									

Park owner's/park manager's signature

Resident's signature

Date

**PARK OWNER'S PROMISE TO UNDERTAKE WORK** (*Cross out if not needed*)

The park owner agrees to undertake the following cleaning, repairs, additions or other work during the tenancy

The park owner agrees to complete that work by

Park owner's/park manager's signature

Resident's signature

Date

**Note.** Further items and comments may be added on a separate sheet signed by the park owner/park manager and the resident and attached to this report.

Residential Parks Regulation 2006

Standard form residential site agreement (where tenancy is for a term exceeding 3 years)

Schedule 2

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## Schedule 2 Standard form residential site agreement (where tenancy is for a term exceeding 3 years)

(Clause 5 (1) (b))

**Note.** This Form is to be used if the resident is to rent:

- (a) a site for the placement of a caravan that is owned by the resident and has a rigid annexe, or
- (b) a site for the placement of a manufactured home that is owned by the resident.

### IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The resident is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The park owner or the park manager is required to provide the resident with a copy of *Residential Park Living*. That book explains the resident's rights and obligations under this agreement.
3. The park owner is also required to provide the resident with a copy of the park rules and with a copy of other important information about this agreement (in the form of questions and answers).
4. The park owner is also required to provide the resident with a document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated.
5. The park owner must not enter into this agreement unless the resident has been given the documents referred to above.
6. The park owner is required to provide the resident with a copy of this agreement for the resident to keep.

### Terms of agreement

**THIS AGREEMENT is made on** \_\_\_\_\_ **at** \_\_\_\_\_ **NSW**

**BETWEEN**

#### **PARK OWNER:**

(Name/s)

(ACN)

(Address)

(Name of park manager)

(ACN)

(Address)

Emergency contact number for park manager

**AND**

#### **RESIDENT:**

(Name/s)



## Residential Parks Regulation 2006

Schedule 2 Standard form residential site agreement (where tenancy is for a term exceeding 3 years)

Other people who will ordinarily live at the residential site may be listed here (*cross out if not needed*)

**RESIDENTIAL SITE:**

The park owner gives the resident the right to occupy site No \_\_\_\_\_ at \_\_\_\_\_ and the following parking space and storeroom (*cross out if not needed*)

Size of site (dimensions or square metres)

No more than \_\_\_\_\_ persons may ordinarily live at the residential site at any one time.

**RENT:**

The rent is \$ \_\_\_\_\_ payable every \_\_\_\_\_ starting on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ .

The resident must pay in advance on the \_\_\_\_\_ of every \_\_\_\_\_ .

The rent must be paid:

- (a) to the park owner, or the park manager, at \_\_\_\_\_ , or
- (b) at any other reasonable place the park owner names in writing, or
- (c) into the following account \_\_\_\_\_ , or any other account nominated by the park owner.

Payment must be made by the following method (*eg in cash, by cheque, by bank account deposit or by any other method agreed to and set out here*)

**TERM:**

The term of this agreement is \_\_\_\_\_ , beginning on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and ending on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ .

**CONTINUATION:**

At the end of the term the resident can stay on the residential site at the same rent (or at an increased rent if the rent is increased in accordance with the *Residential Parks Act 1998*) and otherwise under the same terms unless or until the agreement is ended in accordance with the *Residential Parks Act 1998*.

**RENTAL BOND** (*cross out if there is not going to be a bond*)

A rental bond of \$ \_\_\_\_\_ must be paid by the resident to the park owner, or the park manager, on or before signing this agreement.

**THE AGREEMENT**

1. **The park owner agrees** to provide the resident with:

- 1.1 a copy (for the resident to keep) of clauses 2–34 (clauses 6, 8 and 18.4 excepted) of the standard form residential site agreement set out in Part 1 of Schedule 1 to the *Residential Parks Regulation 2006*, at or before the time another copy of this agreement is signed and given by the resident to the park owner or the park manager, and
- 1.2 a copy of the notes forming part of that standard form agreement (other than Part 2 of that standard form), before the time this agreement is signed and given by the resident to the park owner or a person on the park owner's behalf, and
- 1.3 a copy of this agreement at or before the time the agreement is signed and given by the resident to the park owner or a person on the park owner's behalf, and
- 1.4 a copy of this agreement that has been signed by both the park owner and the resident, as soon as reasonably practicable after signing.

Residential Parks Regulation 2006

Standard form residential site agreement (where tenancy is for a term exceeding 3 years)

Schedule 2

#### TERMS OF THIS AGREEMENT

2. **The park owner and resident agree** that clauses 2–34 (clauses 6, 8 and 18.4 excepted) of the standard form residential site agreement set out in Part 1 of Schedule 1 to the *Residential Parks Regulation 2006* are terms of this agreement as if they were set out in this agreement.

#### AGREEMENT TO PREPARE CONDITION REPORT

3. **The park owner agrees** to prepare and complete a condition report in respect of the residential site as required by clause 4 (unless this agreement is a renewed agreement, the park owner and resident have agreed that clause 7 of this agreement applies, and a date has been inserted in clause 7).
4. **The park owner agrees:**
- 4.1 to prepare, or to ensure that the park manager prepares, 3 copies of a condition report in the same form as that set out in Part 2 of Schedule 1 to the *Residential Parks Regulation 2006*, and
- 4.2 to ensure that the park manager completes all relevant sections of the report, including the section headed “SITE”, and
- 4.3 to give 2 copies of the report to the resident at or before the time of entering into the agreement.
5. **The resident agrees** to do the following (unless this agreement is a renewed agreement, the park owner and resident have agreed that clause 7 of this agreement applies, and a date has been inserted in clause 7):
- 5.1 to indicate on that report the resident’s agreement or disagreement with the condition indicated by the park owner or park manager by placing “Y” (YES) or “N” (NO) in the appropriate column,
- 5.2 to return a copy of the completed condition report to the park owner or park manager within 7 days of receiving the report.

#### CONDITION OF RESIDENTIAL SITE

6. **The resident agrees**, when this agreement ends, to leave the residential site as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the site that forms part of this agreement. If the condition report for the site is one referred to in clause 7 of this agreement, the condition of the site noted in that report is to be adjusted to take account of fair wear and tear since that report was completed.

#### PRESCRIBED TERMS

#### AGREEMENT TO USE PREVIOUS CONDITION REPORT

7. **The park owner and the resident agree** that the condition report included in a residential site agreement entered into by the resident and dated (*insert a date if the park owner and resident agree to this clause*) forms part of this agreement.

#### ELECTRICITY

(*Cross out this clause if it is not applicable*)

## Residential Parks Regulation 2006

Schedule 2 Standard form residential site agreement (where tenancy is for a term exceeding 3 years)

- 
- 8. The resident agrees** to pay all electricity charges in connection with the residential site, where:
- 8.1** the residential site is individually metered in compliance with the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006 (*the Code*), and
- 8.2** any charges for the supply or resupply of electricity to the resident are calculated in accordance with the Code (whether by reference to a published domestic tariff or otherwise), and
- 8.3** the resident is provided with a receipt for any amount paid to the park owner for electricity consumption or availability, and that receipt is separate from any rent receipt provided to the resident or is identified separately on the rent receipt, and
- 8.4** the resident is issued with accounts that comply with section 37 of the *Residential Parks Act 1998*, and with any relevant provisions of the Code that are not inconsistent with that section.
- 9. The park owner agrees** to comply with all obligations placed on the park owner by the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006.

**WATER**

- 10. The resident agrees** to pay for **ONE** of the following classes of water charges:
- 10.1** if the site is individually metered (whether by the water supply authority or by the park owner) in compliance with the regulations, the resident is billed directly by the water supply authority or by the park owner in accordance with the *Residential Parks Act 1998*, the charge for water is calculated according to the metered amount of water consumed and there is no minimum charge payable—the resident’s proportion of charges for water availability (to a maximum of \$50 per annum), together with all charges for water consumption,
- 10.2** if the site is individually metered by the water supply authority—the resident’s proportion of excess water charges.

**Note.** The following matter must be on a separate page.

**ADDITIONAL TERMS**

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.

*Additional terms may be included in this agreement if:*

- (a) *both the park owner and the resident agree to the terms, and*
- (b) *they do not conflict with the Residential Parks Act 1998 or any other Act, and*
- (c) *they do not conflict with the other terms of this agreement.*

Park owner’s signature

Resident’s signature

*(Sign this page even if there are no additional terms on it.)*

Residential Parks Regulation 2006

Standard form residential site agreement (where tenancy is for a term exceeding 3 years)

Schedule 2

**THE PARK OWNER AND RESIDENT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

**SIGNED BY THE PARK OWNER**

In the presence of

Name of witness

Signature of park owner

Signature of witness

**ACKNOWLEDGMENT BY RESIDENT**

The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of each of the following documents:

	Initial each box if you have received the document
A statement of the costs of preparation of this residential tenancy agreement and of any other charges payable by the resident in respect of the agreement	<input type="checkbox"/>
The book entitled <i>Residential Park Living</i>	<input type="checkbox"/>
A list of questions and answers about living in the residential park	<input type="checkbox"/>
The park rules for the residential park	<input type="checkbox"/>
A document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated	<input type="checkbox"/>
A document giving information about electricity rebates	<input type="checkbox"/>

**SIGNED BY THE RESIDENT**

In the presence of

Name of witness

Signature of resident

Signature of witness

## Residential Parks Regulation 2006

Schedule 3 Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less)

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### Schedule 3 Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less)

(Clause 5 (1) (c))

**Note.** This Form is to be used if the resident is to rent:

- (a) a site for the placement of a caravan that is owned by the resident and does not have a rigid annexe, or
  - (b) a site and a home,
- from the park owner.

This agreement is in 2 parts:

Part 1—Sets out the terms of the agreement.

Part 2—Contains the condition report for the residential premises.

#### IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The resident is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The park owner or the park manager is required to provide the resident with a copy of *Residential Park Living*. That book explains the resident's rights and obligations under this agreement.
3. The park owner is also required to provide the resident with a copy of the park rules and with a copy of other important information about this agreement (in the form of questions and answers).
4. The park owner is also required to provide the resident with a document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated.
5. The park owner must not enter into this agreement unless the resident has been given the documents referred to above.
6. The park owner is required to provide the resident with a copy of this agreement for the resident to keep.

#### Part 1 Terms of agreement

**THIS AGREEMENT is made on** \_\_\_\_\_ **at** \_\_\_\_\_ **NSW**

**BETWEEN**

#### **PARK OWNER:**

(Name/s)

(ACN)

(Address)

(Name of park manager)

(ACN)

## Residential Parks Regulation 2006

Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less) Schedule 3

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(Address)

Emergency contact number for park manager

AND

**RESIDENT:**

(Name/s)

Other people who will ordinarily live at the residential premises may be listed here (*cross out if not needed*):

**PREMISES:**

The park owner gives the resident the right to occupy site No \_\_\_\_\_ at \_\_\_\_\_ and the following parking space and storeroom (*cross out if not needed*)

Size of site (dimensions or square metres)

The premises are unfurnished/The premises are furnished/The furniture and furnishings set out in the condition report are included. (*Cross out whichever is not needed*)

No more than \_\_\_\_\_ persons may ordinarily live at the residential premises at any one time.

**RENT:**

The rent is \$ \_\_\_\_\_ payable every \_\_\_\_\_ starting on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ .

The resident must pay in advance on the \_\_\_\_\_ of every \_\_\_\_\_ .

The rent must be paid:

- (a) to the park owner, or the park manager, at \_\_\_\_\_ , or
- (b) at any other reasonable place the park owner names in writing, or
- (c) into the following account \_\_\_\_\_ , or any other account nominated by the park owner.

Payment must be made by the following method (*eg in cash, by cheque, by bank account deposit or by any other method agreed to and set out here*)

**TERM:**

The term of this agreement is \_\_\_\_\_ , beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ and ending on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ .

**CONTINUATION:**

At the end of the term the resident can stay in the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the *Residential Parks Act 1998*) and otherwise under the same terms unless or until the agreement is ended in accordance with the *Residential Parks Act 1998*.

**RENTAL BOND:** (*cross out if there is not going to be a bond*)

A rental bond of \$ \_\_\_\_\_ must be paid by the resident to the park owner, or the park manager, on or before signing this agreement.

**THE AGREEMENT**

1. **The park owner agrees** to provide the resident with:

- 1.1 a copy of this agreement (for the resident to keep) at or before the time that another copy of the agreement is signed and given by the resident to the park owner or the park manager, and

## Residential Parks Regulation 2006

Schedule 3 Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less)

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- 1.2** a copy of this agreement that has been signed by both the park owner and the resident, as soon as reasonably practicable after signing.

**RENT**

- 2. The resident agrees** to pay rent on time.
- 3. The park owner agrees** to provide a receipt for any rent paid to the park owner or to ensure that the park manager provides a receipt for any rent paid to the park manager. If the rent is not paid in person, the park owner agrees only to make the receipt available for collection by the resident or to post it to the resident. (The park owner is not required to provide or make available a receipt if rent is paid into the land owner's account or if the owner is otherwise exempt from the obligation.)

**PAYMENT OF COUNCIL RATES AND OTHER CHARGES**

- 4. The park owner agrees** to pay, in connection with the residential premises:
- 4.1** Council rates, and
  - 4.2** for electricity, other than electricity that the resident has agreed to pay for under clause 5.1 of this agreement, and
  - 4.3** for water, other than water that the resident has agreed to pay for under clause 8 of this agreement, and
  - 4.4** land taxes, and
  - 4.5** the cost of installing any meters to measure the supply of water, electricity or gas, and
  - 4.6** charges under any other Act.
- 5. The resident agrees** to pay, in connection with the residential premises:
- 5.1** any electricity charges agreed to in clause 6 of this agreement (if that clause is not crossed out) or in any other provision of this agreement, and
  - 5.2** for gas, and
  - 5.3** any excess garbage or sanitary charges, and
  - 5.4** reasonable visitors' fees (if such fees are permitted by the regulations), and
  - 5.5** any charges for pumping out a septic system arising from the use of the residential premises by the resident, and
  - 5.6** an amount for any key or opening device, issued to the resident, not exceeding \$25 for each key or device or replacement key or device issued, and
  - 5.7** security deposits, or charges payable in advance, as the case may be, for the supply of any gas or any telephone service by the park owner, not exceeding the amount which could have been charged if the service was supplied directly to the resident by the relevant authority.

**ELECTRICITY**

*(Cross out this clause if it is not applicable)*

- 6. The resident agrees** to pay all electricity charges in connection with the residential premises where:

## Residential Parks Regulation 2006

Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less) Schedule 3

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- 6.1 the residential premises are individually metered in compliance with the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006 (*the Code*), and
  - 6.2 any charges for the supply or resupply of electricity to the resident are calculated in accordance with the Code (whether by reference to a published domestic tariff or otherwise), and
  - 6.3 the resident is provided with a receipt for any amount paid to the park owner for electricity consumption or availability, and that receipt is separate from any rent receipt provided to the resident or is identified separately on the rent receipt, and
  - 6.4 the resident is issued with accounts that comply with section 37 of the *Residential Parks Act 1998*, and with any relevant provisions of the Code that are not inconsistent with that section.
7. **The park owner agrees** to comply with all obligations placed on the park owner by the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006.

**WATER**

8. **The resident agrees** to pay for **ONE** of the following classes of water charges:
- 8.1 if the site is individually metered (whether by the water supply authority or by the park owner) in compliance with the regulations, the resident is billed directly by the water supply authority or by the park owner in accordance with the *Residential Parks Act 1998*, the charge for water is calculated according to the metered amount of water consumed and there is no minimum charge payable—the resident's proportion of charges for water availability (to a maximum of \$50 per annum), together with all charges for water consumption,
  - 8.2 if the site is individually metered by the water supply authority—the resident's proportion of excess water charges.

**POSSESSION OF THE PREMISES**

9. **The park owner agrees:**
- 9.1 to make sure the residential premises are vacant so the resident can move in on the date agreed, and
  - 9.2 that there is no legal reason that the park owner knows about, or should know about when signing this agreement, why the residential premises cannot be used as a residence or the site of a residence, as the case may be, for the term of this agreement, and
  - 9.3 that the park owner or park manager has given approval for the occupation of the residential premises as the resident's principal place of residence.



## Residential Parks Regulation 2006

Schedule 3 Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less)

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**RESIDENT'S RIGHT TO QUIET ENJOYMENT****10. The park owner agrees:**

- 10.1** that the resident will have quiet enjoyment of the residential premises without interruption by the park owner or any person claiming by, through or under the park owner or having superior title to that of the park owner, and
- 10.2** that the park owner or the park manager will not interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of the resident in using the residential premises.

**OFFENSIVE BEHAVIOUR****11. The resident agrees** not to interfere with or cause or permit interference with:

- 11.1** the reasonable peace, comfort or privacy of any neighbour of the resident or any other person lawfully in the residential park, or
- 11.2** the proper use and enjoyment of the residential park by the other residents of the residential park.

**USE OF THE PREMISES****12. The resident agrees:**

- 12.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 12.2** not to cause or permit a nuisance.

**OBLIGATION TO PROMOTE COMPLIANCE WITH PARK RULES****13. The park owner agrees** to take all reasonable steps to ensure that the park owner's other residents do not contravene any park rules for the residential park.**PARK OWNER'S ACCESS TO THE PREMISES****14. The park owner agrees** that the park owner, the park manager or any person authorised in writing by the park owner, during the currency of this agreement, may only enter the residential premises (that is, the residential site and any moveable dwelling that is not owned by the resident) in the following circumstances:

- 14.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 14.2** if the Consumer, Trader and Tenancy Tribunal so orders,
- 14.3** if there is good reason for the park owner to believe the residential premises are abandoned,
- 14.4** to inspect the residential premises, if the resident is given 7 days' notice (no more than 4 inspections are allowed in any period of 12 months),
- 14.5** to carry out necessary repairs (other than urgent repairs) or maintenance, if the resident is given 2 days' notice on each occasion,
- 14.6** to show the residential premises to prospective buyers or mortgagees on a reasonable number of occasions, if the resident is given reasonable notice on each occasion,

## Residential Parks Regulation 2006

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- 14.7 to show the residential premises to prospective residents on a reasonable number of occasions if the resident is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
  - 14.8 if electricity, water or gas is supplied to the resident by the park owner, to inspect and read an electricity, water or gas meter situated on the residential premises,
  - 14.9 to install a smoke alarm in the residential premises or replace a battery in a smoke alarm, if the resident is given 2 days' notice on each occasion,
  - 14.10 if the resident agrees.
  - 15. **The park owner agrees** that if a person has power to enter the residential premises under clause 14.4, 14.5, 14.6, 14.7, 14.8 or 14.9 the person:
    - 15.1 must not enter the residential premises on a Sunday or a public holiday, unless the resident agrees, and
    - 15.2 may enter the residential premises only between the hours of 8.00 am and 8.00 pm, unless the resident agrees to another time.
  - 16. **The park owner agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the park owner, or the park manager, must produce to the resident the park owner's, or the park manager's, written permission to enter the residential premises.

**CLEANLINESS, REPAIRS AND DAMAGE TO THE PREMISES**

- 17. **The park owner agrees:**
  - 17.1 to make sure the residential premises (that is, the residential site, everything provided with the residential site for use by the resident and any moveable dwelling that is not owned by the resident) are reasonably clean and fit to live in, and
  - 17.2 to make sure that the common areas of the residential park are reasonably clean and fit to use, and
  - 17.3 to keep the residential premises in reasonable repair, considering the age of, the amount of rent paid for and the prospective life of the premises.
- 18. **The resident agrees:**
  - 18.1 to keep the residential premises (that is, the residential site and any moveable dwelling that is not owned by the resident) reasonably clean, and
  - 18.2 to notify the park owner as soon as practicable of any damage to the residential premises, and
  - 18.3 not to intentionally or negligently cause or permit any damage to the residential premises, and
  - 18.4 when the agreement ends, to leave the residential premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential premises that forms part of this agreement.

**Note.** The condition report that forms part of this agreement is the condition report set out in Part 2 of this agreement unless:

  - (a) the agreement is a renewed agreement, and
  - (b) the park owner and resident have agreed that clause 42 of this agreement applies, and

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- (c) a date has been inserted in clause 42, in which case the specified earlier condition report forms part of this agreement.

### ALTERATIONS AND ADDITIONS TO PREMISES THAT BELONG TO THE PARK OWNER

*(Cross out this clause if the resident is renting the residential site and not the moveable dwelling)*

**19. The resident agrees:**

- 19.1** not to attach any fixture or renovate, alter or add to the residential premises without the park owner's written permission, and
- 19.2** not to remove, without the park owner's written permission, any fixture attached to the residential premises by the resident, and
- 19.3** to notify the park owner of any damage caused by removing any fixture attached to the residential premises by the resident, and
- 19.4** to repair any damage caused by removing the fixture or compensate the park owner for the cost of repair, if the park owner asks for the removal and for compensation.

- 20. The park owner agrees** to compensate the resident as soon as possible for the value of a fixture attached by the resident if the park owner refuses to allow its removal.

### ALTERATIONS AND ADDITIONS TO MOVEABLE DWELLINGS THAT BELONG TO THE RESIDENT

*(Cross out this clause if the resident is renting the moveable dwelling from the park owner)*

**21. The resident agrees:**

- 21.1** not to make any alteration to the moveable dwelling on the residential site that is visible from the outside of the moveable dwelling unless the park owner has consented to the alteration, and
- 21.2** not to make any addition to the residential site unless the park owner has consented to the addition.

- 22. The park owner agrees** not to unreasonably withhold or refuse the consent referred to in clause 21.

### ACCESS TO THE RESIDENTIAL PARK

- 23. The park owner agrees** that, if the park owner has already installed any locks or other security devices (such as boom gates) to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access:

- 23.1** subject to the payment of any refundable fee (under clause 5.6), the park owner will give a copy of the key or any other opening device or information required to open the locks or other security devices to the resident at the commencement of this agreement, and
- 23.2** the park owner will maintain those locks or security devices in working order.

- 24. The park owner agrees** that, if the park owner installs or alters any locks or other security devices (such as boom gates) to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access, during the term of this agreement:

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- 24.1 subject to the payment of any refundable fee (under clause 5.6), the park owner will give a copy of the key or any other opening device or information required to open the locks or other security devices to the resident, and
- 24.2 the park owner will maintain those locks or security devices in working order.

**URGENT REPAIRS**

- 25. **The park owner agrees** to pay the resident, within 14 days after receiving written notice from the resident, any reasonable costs (not exceeding \$500) the resident has incurred for making urgent repairs (of the type set out below) so long as:
  - 25.1 the damage was not caused to the residential premises let as a result of a breach of this agreement by the resident, and
  - 25.2 the resident gives or makes a reasonable attempt to give the park owner notice of the damage, and
  - 25.3 the resident gives the park owner a reasonable opportunity to make the repairs, and
  - 25.4 the resident makes a reasonable attempt to have any appropriate tradesperson named in clause 26 of this agreement to make the repairs, and
  - 25.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
  - 25.6 the resident as soon as possible gives or tries to give the park owner written details of the repairs, including the cost and the receipts for anything the resident pays for.
- 26. The type of urgent repairs to the residential premises let for which **the park owner agrees** to make payment are repairs to:
  - 26.1 a burst water service, or
  - 26.2 a blocked or broken lavatory system, or
  - 26.3 a serious roof leak, or
  - 26.4 a gas leak, or
  - 26.5 a dangerous electrical fault, or
  - 26.6 flooding or serious flood damage, or
  - 26.7 serious storm or fire damage, or
  - 26.8 a failure or breakdown of the gas, electricity or water supply to the residential premises, or
  - 26.9 a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating or laundering, or
  - 26.10 any fault or damage that causes the residential premises to be unsafe or not secure.

Tradesperson/s

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**LOCKS AND SECURITY DEVICES**
**27. The park owner agrees:**

- 27.1** to provide and maintain locks or other security devices necessary to keep any moveable dwelling, parking space or storeroom, being part of the residential premises, reasonably secure, and
- 27.2** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the resident agrees, and
- 27.3** to provide the resident with a copy of the key or opening device or information to open any lock or security device which is added or altered, except where the resident agrees not to be given a copy or the Consumer, Trader and Tenancy Tribunal so orders.

**28. The resident agrees:**

- 28.1** not to alter or remove any lock or other security device owned by the park owner without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the park owner agrees, and
- 28.2** not to add any lock or other security device unless:
- (a) there is a reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal), or
  - (b) the park owner agrees, or
  - (c) the lock or other security device is added to a moveable dwelling owned by a person other than the park owner, and
- 28.3** to give the park owner a copy of the key or opening device or information to open any lock or security device which is added or altered, except where:
- (a) the park owner agrees not to be given a copy, or
  - (b) the Consumer, Trader and Tenancy Tribunal so orders, or
  - (c) the lock or security device is added to a moveable dwelling owned by the resident or by a person other than the park owner.

**RESIDENT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS**

- 29. The resident agrees** to be responsible to the park owner for any act or omission by any person the resident allows on the residential premises, or elsewhere in the residential park, who breaks any of the terms of this agreement.

**RIGHT TO ASSIGN OR SUB-LET**

- 30. The park owner agrees** that the resident may, with the park owner's prior consent, assign the remainder of the resident's interest under this agreement or sub-let the residential premises.
- 31. The park owner agrees** not to impose any charge for giving such consent other than for the park owner's reasonable expenses in giving consent.

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#### **PARK OWNER'S CHANGE OF ADDRESS**

**32. The park owner agrees:**

- 32.1** if the residential address of the park owner changes (and the park owner has not appointed a park manager), to give the resident notice in writing of the change within 14 days, and
- 32.2** if the name or business address of the park manager changes or the park owner appoints a park manager, to give the resident notice in writing of the change or the park manager's name or business address, as appropriate, within 14 days, and
- 32.3** if the park owner or park manager is a corporation and the name of the secretary or other responsible agent of the corporation changes or the address of the registered office of the corporation changes, to give the resident notice in writing of the change within 14 days.

#### **MAIL FACILITIES**

- 33. The park owner agrees** that if any individual mail facilities for the residential site are installed in accordance with Part 9 of the *Residential Parks Act 1998*, those facilities will be available to the resident and the resident may install a lock on those facilities.

#### **MITIGATION OF LOSS**

- 34. The park owner and the resident agree** that the rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the resident breaches this agreement the park owner will not be able to claim damages for loss which could have been avoided by reasonable effort of the park owner.)

#### **PRESCRIBED TERMS**

#### **RENTAL BOND**

- 35. The park owner agrees** that where the park owner or the park manager applies to the Rental Bond Board or the Consumer, Trader and Tenancy Tribunal for payment of the whole or part of the rental bond to the park owner, then the park owner or the park manager will provide the resident with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim.

#### **SMOKE ALARMS**

*(Cross out this clause if the resident is renting the residential site and not the moveable dwelling)*

**36. The park owner agrees:**

- 36.1** to install any smoke alarms that are required by law to be installed on the residential premises, and
- 36.2** not to remove or interfere with the operation of any such smoke alarm except with reasonable excuse, and
- 36.3** if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that a new battery is installed in the smoke alarm at the

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beginning of the term of this agreement and, if the battery needs to be replaced at any time, and if the resident is physically unable to change the battery, to replace the battery with a new battery as soon as reasonably practicable after being notified that the battery needs to be replaced.

**37. The resident agrees:**

- 37.1** not to remove or interfere with the operation of any smoke alarm installed on the residential premises except with reasonable excuse, and
- 37.2** if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that the battery is replaced whenever necessary or, if the resident is physically unable to change the battery, to notify the park owner as soon as reasonably practicable after becoming aware that the battery needs to be replaced, and
- 37.3** to notify the park owner if any smoke alarm installed on the residential premises is not functioning properly.

**OBLIGATIONS UNDER PARK RULES**

- 38. The park owner and the resident acknowledge** that the park rules for the residential park are terms of this agreement and that if those park rules change (in accordance with Part 6 of the *Residential Parks Act 1998*) in a way that is consistent with the rest of this agreement, the terms of this agreement change accordingly.

**BEHAVIOUR OF OTHER RESIDENTS**

- 39. The park owner agrees** to take all reasonable steps to ensure that the park owner's other residents:
- 39.1** do not unreasonably interfere with the privacy, peace and quiet of the other residents of the residential park, or
  - 39.2** do not unreasonably interfere with the proper use and enjoyment of the residential park by the other residents of the residential park.

**KEYS AND OPENING DEVICES**

- 40. At the termination of this agreement:**
- 40.1 the resident agrees** to return any key or other opening device provided to the resident, and
  - 40.2 the park owner agrees** to refund to the resident any amount refundable on surrender of the key or device.

**MOVEABLE DWELLING**

- 41. The park owner agrees** that, where residential premises let include a moveable dwelling, to ensure that the moveable dwelling complies with any regulations under the *Local Government Act 1993* with which it is required to comply.

**AGREEMENT TO USE PREVIOUS CONDITION REPORT**

- 42. The park owner and the resident agree** that the condition report included in a residential tenancy agreement entered into by the resident and dated (*insert a date if the park owner and resident agree to this clause*) forms part of this agreement.

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**Note.** The following matter must be on a separate page.

**ADDITIONAL TERMS**

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.

*Additional terms may be included in this agreement if:*

- (a) *both the park owner and the resident agree to the terms, and*
- (b) *they do not conflict with the Residential Parks Act 1998 or any other Act, and*
- (c) *they do not conflict with the other terms of this agreement.*

Park owner's signature

Resident's signature

*(Sign this page even if there are no additional terms on it.)*

**Notes.****1. Definitions**

In this agreement:

**Department** means the Government Department administering the *Residential Parks Act 1998*.

**park manager** means a person appointed by the park owner of a residential park, with responsibility for the day to day management of the residential park, including the letting of residential premises.

**park owner** means the person who grants the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns.

**regulations** means regulations under the *Residential Parks Act 1998*.

**rental bond** means money paid by the resident as security to carry out this agreement.

**resident** means the person who has the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns.

**residential premises** means a site on which a moveable dwelling is situated or intended to be situated, or a moveable dwelling and a site, used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

**2. Notes on ending the tenancy**

The first step to end a tenancy is, almost always, for the park owner or the resident to give a notice of termination. The tenancy ends when the resident moves out, on or after the day specified in the notice or when the Consumer, Trader and Tenancy Tribunal orders the tenancy to end.

**3. Notices of termination**

(1) A notice of termination must:

- (a) be in writing, and
- (b) state the address of the rented residential premises, and
- (c) be signed by the person giving it and be dated, and
- (d) allow the required period of time, and
- (e) give the date the resident intends to, or is requested to, move out, and
- (f) give the reasons for ending the agreement (if any), and



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- (g) if the reason for ending the agreement is that the residential site is to be used for a purpose other than a residential site—state that:
- (i) the resident may, within 60 days after receiving the notice, apply to the Consumer, Trader and Tenancy Tribunal for an order postponing the date for vacating the residential site, and
  - (ii) if the park owner applies to the Consumer, Trader and Tenancy Tribunal for an order of possession of the residential premises, the park owner must establish, to the satisfaction of that Tribunal, the ground for giving the notice of termination, and
- (h) be properly given.
- (2) If the notice is given by or on behalf of a park owner, the notice must state that information about the resident's rights and obligations can be found in the tenancy agreement.
4. **How notices are properly given**
- (1) A notice of termination **given to a resident** may be:
- (a) posted to the resident's residence, or
  - (b) given to the resident personally, or
  - (c) given to a person aged 16 or more who normally pays the rent, or
  - (d) given to a person aged 16 or more at the residential site to pass on to the resident.
- (2) A notice of termination **given to a park owner** may be:
- (a) posted to the park owner's place of residence or employment, or
  - (b) given to the park owner, or to the park manager, personally, or
  - (c) posted or faxed to the park owner's, or park manager's, place of business, or
  - (d) given to a person aged 16 or over who normally collects the rent.
5. **When and how much notice can be given?**
- (1) When and how much notice can be given depends on the type of residential tenancy agreement and the reasons for giving notice.
- (2) There are 2 types of agreements—**fixed term agreements** and **continuing agreements**:
- (a) a **fixed term agreement** is one that is for a specified period of time and ends on a specified date. If the date this agreement is due to end has not passed, this agreement is still a fixed term agreement,
  - (b) a **continuing agreement** does not end on a specified date. These agreements usually begin when a fixed term agreement expires and a new one is not entered into, although an agreement can be a continuing one from the beginning.
6. **How to end a fixed term agreement**
- A fixed term agreement may be ended for the following reasons, provided that at least 14 days' notice is given:
- (a) if the resident breaks one of the agreement's terms,
  - (b) if the resident is more than 14 days in arrears of rent,
  - (c) if the park owner breaks one of the agreement's terms,
  - (d) if the park owner or resident want to end the tenancy at the end of a fixed term agreement (in which case, notice can be given until the final day of the fixed term period, otherwise the agreement becomes a continuing agreement).

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**7. How to end a continuing agreement**

- (1) Unlike fixed term agreements, the amount of notice that a resident or a park owner must give to end a continuing agreement is not always the same.
- (2) A continuing agreement may be ended by a park owner in the following ways:
  - (a) without stating a reason (in which case at least 60 days' notice must be given),
  - (b) on exchange of a sale contract that requires vacant possession of the rented residential premises (in which case at least 30 days' notice must be given),
  - (c) if the resident breaks one of the agreement's terms or is more than 14 days in arrears of rent (in which case at least 14 days' notice must be given).
- (3) A continuing agreement may be ended by a resident:
  - (a) without reason (in which case at least 21 days' notice must be given), or
  - (b) if the park owner breaks one of the agreement's terms (in which case at least 14 days' notice must be given).

**8. Vacant possession**

A notice of termination does not end the tenancy by itself. The resident must return vacant possession of the residential premises to the park owner, on or after the day specified in the notice, for the tenancy to end. An application may be made to the Consumer, Trader and Tenancy Tribunal if the resident does not vacate when required.

**9. Warning**

It is an offence for any person to obtain possession of the residential premises without an order of the Consumer, Trader and Tenancy Tribunal, if the resident does not willingly move out. Fines and compensation can be ordered by a court in relation to such offences.

**10. Rent increases**

- (1) The park owner cannot increase the rent during the fixed term unless the agreement sets out the amount of the increase or the method of calculating the amount of the rent increase.
- (2) The resident must get **60 days'** notice in writing if the park owner wants to increase the rent. This applies even when the agreement provides for, or permits, a rent increase. Where a notice of an increase has been given and the park owner and resident subsequently agree to a lesser increase than in the notice, the park owner does not need to give a further 60 days' notice.
- (3) The resident can apply to the Consumer, Trader and Tenancy Tribunal within **30 days** of getting the notice of the rent increase for an order that the rent increase is excessive.
- (4) If the park owner has reduced or withdrawn any goods, services or facilities, the resident can at any time apply to the Consumer, Trader and Tenancy Tribunal for an order that the rent is excessive.

**11. Sale on-site of moveable dwelling where resident is renting the residential site only**

- (1) The resident is entitled to sell a moveable dwelling owned by the resident and installed on the residential site while the dwelling is in place on the site, unless:
  - (a) this agreement provides as an additional term that on-site sales are prohibited, or
  - (b) the residential site is within a Crown reserve.

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- (2) If the residential site is within a Crown reserve, the resident may, if the park owner consents, sell a moveable dwelling owned by the resident while the dwelling is in place on the site.
- (3) If the resident is entitled to sell a moveable dwelling on-site (or if the resident otherwise has the park owner's consent to sell a moveable dwelling on-site), the resident must inform the park owner of the resident's intention to offer the dwelling for sale on-site before displaying a "for sale" sign on the dwelling.
- (4) "For sale" signs must comply with any permissible restrictions set on them by this agreement or, if no restrictions are set by this agreement, any restrictions set by the Park Liaison Committee.
- (5) A park owner must not interfere with the sale by the resident of a moveable dwelling while it is installed on the residential site, unless such interference is permitted by an additional term to this agreement.

**THE PARK OWNER AND RESIDENT ENTER INTO THIS AGREEMENT (INCLUDING THE CONDITION REPORT) AND AGREE TO ALL ITS TERMS.**

**SIGNED BY THE PARK OWNER**

In the presence of

Name of witness

Signature of park owner

Signature of witness

**ACKNOWLEDGMENT OF RESIDENT**

The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of each of the following documents:

	Initial each box if you have received the document
A statement of the costs of preparation of this residential tenancy agreement and of any other charges payable by the resident in respect of the agreement	<input type="checkbox"/>
The book entitled <i>Residential Park Living</i>	<input type="checkbox"/>
A list of questions and answers about living in the residential park	<input type="checkbox"/>
The park rules for the residential park	<input type="checkbox"/>
A document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated	<input type="checkbox"/>
A document giving information about electricity rebates	<input type="checkbox"/>

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**SIGNED BY THE RESIDENT**

In the presence of

Name of witness

Signature of resident

Signature of witness

**Part 2 Residential premises condition report****ADDRESS OF PREMISES:***HOW TO COMPLETE*

1. Three copies of this condition report are filled out and signed by the park owner or the park manager.
2. The park owner or the park manager records the condition of the residential premises by indicating whether the particular item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column (see example). If the residential premises consist only of a site, only that part of the condition report headed SITE needs to be completed in this way.
3. Two copies of the report which have been filled in and signed by the park owner or the park manager are given to the resident at or before the time of entering into the agreement. The park owner or park manager keeps the third copy.
4. The resident indicates agreement or disagreement with the condition indicated by the park owner or park manager by placing "Y" (YES) or "N" (NO) in the appropriate columns (see example below).
5. The resident returns one copy of the completed condition report to the park owner or park manager within 7 days and keeps the second copy.
6. At, or as soon as practicable after, the termination of a residential tenancy agreement, both the park owner and resident should complete the copy of the condition report that they retained, indicating the condition of the residential premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.

*IMPORTANT NOTES ABOUT THIS REPORT*

1. This condition report is an important record of the condition of the residential premises when the tenancy begins.
2. At the end of the tenancy the residential premises will be inspected and the condition of the residential premises at that time will be compared to that stated in the original condition report.
3. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the residential premises.
4. If the resident disagrees with the park owner's condition report this must be confirmed in writing, preferably on the condition report, either by placing "N" (NO) in the appropriate column and by making an appropriate comment alongside that column.
5. The Consumer, Trader and Tenancy Tribunal has the power to hear disputes about the validity of a condition report.

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**EXAMPLE**

Condition of premises at start of tenancy					
	Clean	Undamaged	Working	Resident agrees	Comments
<b>LOUNGE/DINING</b>					
walls/ceiling	Y	Y	Y	Y	
doors/windows/screens	Y	Y	Y	Y	
blinds/curtains	Y	Y	Y	Y	no curtains
lights/power points	Y	Y	Y	N	light shade cracked
floor/coverings	N	Y		Y	
other					

**CONDITION REPORT**

Condition of premises at start						Condition of premises at end					
Clean	Undamaged	Working	Resident agrees	Comments		Clean	Undamaged	Working	Resident agrees	Comments	
<b>LOUNGE/DINING</b>											
walls/ceiling											
doors/windows/screens											
blinds/curtains											
lights/power points											
floor/coverings											
other											
<b>KITCHEN</b>											
walls/ceiling											
doors/windows/screens											
blinds/curtains											



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Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident agrees	Comments
lights/ power points									
floor/coverings									
other									
<b>BEDROOM</b>									
3									
walls/ceiling									
doors/ windows/ screens									
blinds/curtains									
lights/ power points									
floor/coverings									
other									
<b>BATHROOM</b>									
walls/ceiling									
doors/ windows/ screens									
blinds/curtains									
lights/ power points									
floor/coverings									
bath									
shower									
shower screen									
wash basin									
tiling									
mirror/cabinet									
towel rails									
toilet/w.c.									

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Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident agrees	Comments
				other					
				<b>LAUNDRY</b>					
				walls/ceiling					
				doors/ windows/ screens					
				blinds/curtains					
				lights/power points					
				floor/coverings					
				wash tubs					
				hot water service					
				other					
				<b>GENERAL</b>					
				concrete paving					
				annexe/ verandah					
				carport/space					
				smoke alarms					
				other					
				<b>SITE</b>					
				exclusive facilities (specify)					
				landscaping					
				driveway					
				storeroom/shed					
				site slab (concrete)					
				services/ facilities (specify)					



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Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident agrees	Comments
				general appearance					
				utility services: water electricity gas					
				TV aerial connection					
				Quantity of gas in portable cylinder(s) at start (if cylinder provided by park owner)					
				Capacity of electricity supply to site (in amperes)					

Park owner's/park manager's signature

Resident's signature

Date

FURNITURE: (See attached list)

**PARK OWNER'S PROMISE TO UNDERTAKE WORK** (*Cross out if not needed*)

The park owner agrees to undertake the following cleaning, repairs, additions or other work during the tenancy

The park owner agrees to complete that work by

Park owner's/park manager's signature

Resident's signature

Date

**Note.** Further items and comments may be added on a separate sheet signed by the park owner/park manager and the resident and attached to this report.

Residential Parks Regulation 2006

Standard form moveable dwelling agreement (where tenancy is for a term exceeding 3 years) Schedule 4

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## Schedule 4 Standard form moveable dwelling agreement (where tenancy is for a term exceeding 3 years)

(Clause 5 (1) (d))

**Note.** This Form is to be used if the resident is to rent:

- (a) a site for the placement of a caravan that is owned by the resident and does not have a rigid annexe, or
  - (b) a site and a home,
- from the park owner.

### *IMPORTANT NOTES ABOUT THIS AGREEMENT*

1. The resident is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The park owner or the park manager is required to provide the resident with a copy of *Residential Park Living*. That book explains the resident's rights and obligations under this agreement.
3. The park owner is also required to provide the resident with a copy of the park rules and with a copy of other important information about this agreement (in the form of questions and answers).
4. The park owner is also required to provide the resident with a document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated.
5. The park owner must not enter into this agreement unless the resident has been given the documents referred to above.
6. The park owner is required to provide the resident with a copy of this agreement for the resident to keep.

### **Terms of agreement**

**THIS AGREEMENT is made on** \_\_\_\_\_ **at** \_\_\_\_\_ **NSW**

*BETWEEN*

#### **PARK OWNER:**

(Name/s)

(ACN)

(Address)

(Name of park manager)

(ACN)

(Address)

Emergency contact number for park manager

*AND*

## Residential Parks Regulation 2006

Schedule 4 Standard form moveable dwelling agreement (where tenancy is for a term exceeding 3 years)

**RESIDENT:**

(Name/s)

Other people who will ordinarily live at the residential site may be listed here (*cross out if not needed*)

**PREMISES:**

The park owner gives the resident the right to occupy site No \_\_\_\_\_ at \_\_\_\_\_ and the following parking space and storeroom (*cross out if not needed*)

Size of site (dimensions or square metres)

The premises are unfurnished/The premises are furnished/The furniture and furnishings set out in the condition report are included. (*Cross out whichever is not needed*).

No more than \_\_\_\_\_ persons may ordinarily live at the residential site at any one time.

**RENT:**

The rent is \$ \_\_\_\_\_ payable every \_\_\_\_\_ starting on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ .

The resident must pay in advance on \_\_\_\_\_ of every \_\_\_\_\_ .

The rent must be paid:

- (a) to the park owner, or the park manager, at \_\_\_\_\_ , or
- (b) at any other reasonable place the park owner names in writing, or
- (c) into the following account \_\_\_\_\_ , or any other account nominated by the park owner.

Payment must be made by the following method (*eg in cash, by cheque, by bank account deposit or by any other method agreed to and set out here*)

**TERM:**

The term of this agreement is \_\_\_\_\_ , beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ and ending on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ .

**CONTINUATION:**

At the end of the term the resident can stay in the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the *Residential Parks Act 1998*) and otherwise under the same terms unless or until the agreement is ended in accordance with the *Residential Parks Act 1998*.

**RENTAL BOND** (*cross out if there is not going to be a bond*)

A rental bond of \$ \_\_\_\_\_ must be paid by the resident to the park owner, or the park manager, on or before signing this agreement.

**THE AGREEMENT**

1. **The park owner agrees** to provide the resident with:
  - 1.1 a copy (for the resident to keep) of clauses 2–41 (clauses 6, 8 and 18.4 excepted) of the standard form moveable dwelling agreement set out in Part 1 of Schedule 3 to the *Residential Parks Regulation 2006*, at or before the time another copy of this agreement is signed and given by the resident to the park owner or the park manager, and
  - 1.2 a copy of the notes forming part of that standard form agreement (other than Part 2 of that standard form), before the time this agreement is signed and given by the resident to the park owner or a person on the park owner's behalf, and

## Residential Parks Regulation 2006

Standard form moveable dwelling agreement (where tenancy is for a term exceeding 3 years) Schedule 4

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- 1.3 a copy of this agreement at or before the time the agreement is signed and given by the resident to the park owner or a person on the park owner's behalf, and
- 1.4 a copy of this agreement that has been signed by both the park owner and the resident, as soon as reasonably practicable after signing.

**TERMS OF THIS AGREEMENT**

- 2. **The park owner and resident agree** that clauses 2–41 (clauses 6, 8 and 18.4 excepted) of the standard form moveable dwelling agreement set out in Part 1 of Schedule 3 to the *Residential Parks Regulation 2006* are terms of this agreement as if they were set out in this agreement.

**AGREEMENT TO PREPARE CONDITION REPORT**

- 3. **The park owner agrees** to prepare and complete a condition report as required by clause 4 (unless this agreement is a renewed agreement, the park owner and resident have agreed that clause 7 of this agreement applies, and a date has been inserted in clause 7).
- 4. **The park owner agrees:**
  - 4.1 to prepare, or to ensure that the park manager prepares, 3 copies of a condition report in the same form as that set out in Part 2 of Schedule 3 to the *Residential Parks Regulation 2006*, and
  - 4.2 where an on-site unit is being rented, to complete, or to ensure that the park manager completes, all relevant sections of the report, including the section headed "SITE", and
  - 4.3 where only the site is being rented, to complete, or to ensure that the park manager completes the section headed "SITE" and any other relevant section, and
  - 4.4 to record, or to ensure that the park manager records, on that report the condition of the residential premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column, and
  - 4.5 to give 2 copies of the report to the resident at or before the time of entering into the agreement.
- 5. **The resident agrees** to do the following (unless this agreement is a renewed agreement, the park owner and resident have agreed that clause 7 of this agreement applies, and a date has been inserted in clause 7):
  - 5.1 to indicate on that report the resident's agreement or disagreement with the condition indicated by the park owner or park manager by placing "Y" (YES) or "N" (NO) in the appropriate column,
  - 5.2 to return a copy of the completed condition report to the park owner or park manager within 7 days of receiving the report.

**CONDITION OF PREMISES**

- 6. **The resident agrees**, when this agreement ends, to leave the residential premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential premises that forms part of this agreement. If the condition report for the residential premises is one referred to in clause 7 of this

## Residential Parks Regulation 2006

Schedule 4 Standard form moveable dwelling agreement (where tenancy is for a term exceeding 3 years)

agreement, the condition of the residential premises noted in that report is to be adjusted to take account of fair wear and tear since that report was completed.

**PRESCRIBED TERMS****AGREEMENT TO USE PREVIOUS CONDITION REPORT**

7. **The park owner and the resident agree** that the condition report included in a residential tenancy agreement entered into by the resident and dated (*insert a date if the park owner and resident agree to this clause*) forms part of this agreement.

**ELECTRICITY**

(*Cross out this clause if it is not applicable*)

8. **The resident agrees** to pay all electricity charges in connection with the residential premises, where:
- 8.1 the residential premises are individually metered in compliance with the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006 (**the Code**), and
  - 8.2 any charges for the supply or resupply of electricity to the resident are calculated in accordance with the Code (whether by reference to a published domestic tariff or otherwise), and
  - 8.3 the resident is provided with a receipt for any amount paid to the park owner for electricity consumption or availability, and that receipt is separate from any rent receipt provided to the resident or is identified separately on the rent receipt, and
  - 8.4 the resident is issued with accounts that comply with section 37 of the *Residential Parks Act 1998*, and with any relevant provisions of the Code that are not inconsistent with that section.
9. **The park owner agrees** to comply with all obligations placed on the park owner by the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006.

**WATER**

10. **The resident agrees** to pay for **ONE** of the following classes of water charges:
- 10.1 if the site is individually metered (whether by the water supply authority or by the park owner) in compliance with the regulations, the resident is billed directly by the water supply authority or by the park owner in accordance with the *Residential Parks Act 1998*, the charge for water is calculated according to the metered amount of water consumed and there is no minimum charge payable—the resident's proportion of charges for water availability (to a maximum of \$50 per annum), together with all charges for water consumption,
  - 10.2 if the site is individually metered by the water supply authority—the resident's proportion of excess water charges.

**Note.** The following matter must be on a separate page.

## Residential Parks Regulation 2006

Standard form moveable dwelling agreement (where tenancy is for a term exceeding 3 years) Schedule 4

**ADDITIONAL TERMS**

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.

*Additional terms may be included in this agreement if:*

- (a) both the park owner and the resident agree to the terms, and
- (b) they do not conflict with the Residential Parks Act 1998 or any other Act, and
- (c) they do not conflict with the other terms of this agreement.

Park owner's signature

Resident's signature

*(Sign this page even if there are no additional terms on it.)*

**THE PARK OWNER AND RESIDENT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

**SIGNED BY THE PARK OWNER**

In the presence of

Name of witness

Signature of park owner

Signature of witness

**ACKNOWLEDGMENT BY RESIDENT**

The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of each of the following documents:

	Initial each box if you have received the document
A statement of the costs of preparation of this residential tenancy agreement and of any other charges payable by the resident in respect of the agreement	<input type="checkbox"/>
The book entitled <i>Residential Park Living</i>	<input type="checkbox"/>
A list of questions and answers about living in the residential park	<input type="checkbox"/>
The park rules for the residential park	<input type="checkbox"/>
A document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated	<input type="checkbox"/>
A document giving information about electricity rebates	<input type="checkbox"/>

**SIGNED BY THE RESIDENT**

In the presence of

Name of witness

Residential Parks Regulation 2006

Schedule 4      Standard form moveable dwelling agreement (where tenancy is for a term exceeding 3 years)

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Signature of resident

Signature of witness

Residential Parks Regulation 2006

Standard form agreement for residential sites or moveable dwellings in national parks

Schedule 5

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## Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

(Clause 5 (1) (e))

This agreement is in 2 parts:

Part 1—Sets out the terms of the agreement.

Part 2—Contains the condition report for the residential premises.

### *IMPORTANT NOTES ABOUT THIS AGREEMENT*

1. The resident is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The park owner or the park manager is required to provide the resident with a copy of *Residential Park Living*. That book explains the resident's rights and obligations under this agreement.
3. The park owner is also required to provide the resident with a copy of the park rules and with a copy of other important information about this agreement (in the form of questions and answers).
4. The park owner is also required to provide the resident with a document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated.
5. The park owner must not enter into this agreement unless the resident has been given the documents referred to above.
6. The park owner is required to provide the resident with a copy of this agreement for the resident to keep.

### **Part 1 Terms of agreement**

THIS AGREEMENT is made on \_\_\_\_\_ at \_\_\_\_\_ NSW

*BETWEEN*

#### **PARK OWNER:**

(Name/s)

(ACN)

(Address)

(Name of park manager)

(ACN)

(Address)

Emergency contact number for park manager

*AND*

#### **RESIDENT:**

(Name/s)



## Residential Parks Regulation 2006

Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

Other people who will ordinarily live at the residential premises may be listed here (*cross out if not needed*)

**PREMISES:**

The park owner gives the resident the right to occupy site No \_\_\_\_\_ at \_\_\_\_\_ and the following parking space and storeroom (*cross out if not needed*)

Size of site (dimensions or square metres)

The premises are unfurnished/The premises are furnished/The furniture and furnishings set out in the condition report are included. (*Cross out whichever is not needed*)

No more than \_\_\_\_\_ persons may ordinarily live at the residential premises at any one time.

**RENT:**

The rent is \$ \_\_\_\_\_ payable every \_\_\_\_\_ starting on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ .

The resident must pay in advance on the \_\_\_\_\_ of every \_\_\_\_\_ .

The rent must be paid:

- (a) to the park owner, or the park manager, at \_\_\_\_\_ , or
- (b) at any other reasonable place the park owner names in writing, or
- (c) into the following account \_\_\_\_\_ , or any other account nominated by the park owner.

Payment must be made by the following method (*eg in cash, by cheque, by bank account deposit or by any other method agreed to and set out here*)

**TERM:**

The term of this agreement is \_\_\_\_\_ , beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ and ending on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ .

**CONTINUATION:**

At the end of the term the resident can stay on the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the *Residential Parks Act 1998*) and otherwise under the same terms unless or until the agreement is ended in accordance with the *Residential Parks Act 1998*.

**RENTAL BOND** (*cross out if there is not going to be a bond*)

A rental bond of \$ \_\_\_\_\_ must be paid by the resident to the park owner, or the park manager, on or before signing this agreement.

**THE AGREEMENT**

1. **The park owner agrees** to provide the resident with:
  - 1.1 a copy of this agreement (for the resident to keep) at or before the time that another copy of the agreement is signed and given by the resident to the park owner or the park manager, and
  - 1.2 a copy of this agreement that has been signed by both the park owner and the resident, as soon as reasonably practicable after signing.

**RENT**

2. **The resident agrees** to pay rent on time.

## Residential Parks Regulation 2006

Standard form agreement for residential sites or moveable dwellings in national parks

Schedule 5

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3. **The park owner agrees** to provide a receipt for any rent paid to the park owner or to ensure that the park manager provides a receipt for any rent paid to the park manager. If the rent is not paid in person, the park owner agrees only to make the receipt available for collection by the resident or to post it to the resident. (The park owner is not required to provide or make available a receipt if rent is paid into the park owner's account or if the owner is otherwise exempt from that obligation.)

**PAYMENT OF COUNCIL RATES AND OTHER CHARGES**

4. **The park owner agrees** to pay, in connection with the residential premises:
- 4.1 Council rates, and
  - 4.2 for electricity, other than electricity that the resident has agreed to pay for under clause 5.1 of this agreement, and
  - 4.3 for water, other than water that the resident has agreed to pay for under clause 8 of this agreement, and
  - 4.4 land taxes, and
  - 4.5 the cost of installing any meters to measure the supply of water, electricity or gas, and
  - 4.6 charges under any other Act.
5. **The resident agrees** to pay, in connection with the residential premises:
- 5.1 any electricity charges agreed to in clause 6 of this agreement (if that clause is not crossed out) or in any other provision of this agreement, and
  - 5.2 for gas, and
  - 5.3 any excess garbage or sanitary charges, and
  - 5.4 reasonable visitors' fees (if such fees are permitted by the regulations), and
  - 5.5 any charges for pumping out a septic system arising from the use of the residential premises by the resident, and
  - 5.6 an amount for any key or opening device, issued to the resident, not exceeding \$25 for each key or device or replacement key or device issued, and
  - 5.7 security deposits, or charges payable in advance, as the case may be, for the supply of any gas or any telephone service by the park owner, not exceeding the amount which could have been charged if the service was supplied directly to the resident by the relevant authority.

**ELECTRICITY***(Cross out this clause if it is not applicable)*

6. **The resident agrees** to pay all electricity charges in connection with the residential premises where:
- 6.1 the residential premises are individually metered in compliance with the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006 (*the Code*), and
  - 6.2 any charges for the supply or resupply of electricity to the resident are calculated in accordance with the Code (whether by reference to a published domestic tariff or otherwise), and

## Residential Parks Regulation 2006

Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

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- 6.3 the resident is provided with a receipt for any amount paid to the park owner for electricity consumption or availability, and that receipt is separate from any rent receipt provided to the resident or is identified separately on the rent receipt, and
  - 6.4 the resident is issued with accounts that comply with section 37 of the *Residential Parks Act 1998*, and with any relevant provisions of the Code that are not inconsistent with that section.
7. **The park owner agrees** to comply with all obligations placed on the park owner by the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006.

**WATER**

8. **The resident agrees** to pay for **ONE** of the following classes of water charges:
- 8.1 if the site is individually metered (whether by the water supply authority or by the park owner) in compliance with the regulations, the resident is billed directly by the water supply authority or by the park owner in accordance with the *Residential Parks Act 1998*, the charge for water is calculated according to the metered amount of water consumed and there is no minimum charge payable—the resident's proportion of charges for water availability (to a maximum of \$50 per annum), together with all charges for water consumption,
  - 8.2 if the site is individually metered by the water supply authority—the resident's proportion of excess water charges.

**POSSESSION OF THE PREMISES**

9. **The park owner agrees:**
- 9.1 to make sure the residential site is vacant so the resident can move in on the date agreed, and
  - 9.2 that there is no legal reason that the park owner knows about, or should know about when signing this agreement, why the residential premises cannot be used as a residence or the site of a residence, as the case may be, for the term of this agreement, and
  - 9.3 that the park owner or park manager has given approval for the occupation of the residential premises as the resident's principal place of residence.

**RESIDENT'S RIGHT TO QUIET ENJOYMENT**

10. **The park owner agrees:**
- 10.1 that the resident will have quiet enjoyment of the residential premises without interruption by the park owner or any person claiming by, through or under the park owner or having superior title to that of the park owner, and
  - 10.2 that the park owner or the park manager will not interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of the resident in using the residential premises.

Residential Parks Regulation 2006

Standard form agreement for residential sites or moveable dwellings in national parks

Schedule 5

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### OFFENSIVE BEHAVIOUR

- 11. The resident agrees** not to interfere with or cause or permit interference with:
- 11.1** the reasonable peace, comfort or privacy of any neighbour of the resident or any other person lawfully in the residential park, or
  - 11.2** the proper use and enjoyment of the residential park by the other residents of the residential park.

### USE OF THE PREMISES

- 12. The resident agrees:**
- 12.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
  - 12.2** not to cause or permit a nuisance.

### OBLIGATION TO PROMOTE COMPLIANCE WITH PARK RULES

- 13. The park owner agrees** to take all reasonable steps to ensure that the park owner's other residents do not contravene any park rules for the residential park.

### PARK OWNER'S ACCESS TO THE PREMISES

- 14. The park owner agrees** that the park owner, the park manager or any person authorised in writing by the park owner, during the currency of this agreement, may only enter the residential premises (that is, the residential site and any moveable dwelling that is not owned by the resident) in the following circumstances:
- 14.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
  - 14.2** if the Consumer, Trader and Tenancy Tribunal so orders,
  - 14.3** if there is good reason for the park owner to believe the residential premises are abandoned,
  - 14.4** to inspect the residential premises, if the resident is given 7 days' notice (no more than 4 inspections are allowed in any period of 12 months),
  - 14.5** to carry out necessary repairs (other than urgent repairs) or maintenance, if the resident is given 2 days' notice on each occasion,
  - 14.6** to show the residential premises to prospective buyers or mortgagees on a reasonable number of occasions, if the resident is given reasonable notice on each occasion,
  - 14.7** to show the residential premises to prospective residents on a reasonable number of occasions if the resident is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
  - 14.8** if electricity, water or gas is supplied to the resident by the park owner, to inspect and read an electricity, water or gas meter situated on the residential premises,
  - 14.9** to install a smoke alarm in the residential premises or replace a battery in a smoke alarm, if the resident is given 2 days' notice on each occasion,
  - 14.10** if the resident agrees.

## Residential Parks Regulation 2006

Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

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- 15. The park owner agrees** that if a person has power to enter the residential premises under clause 14.4, 14.5, 14.6, 14.7, 14.8 or 14.9 the person:
- 15.1** must not enter the residential premises on a Sunday or a public holiday, unless the resident agrees, and
- 15.2** may enter the residential premises only between the hours of 8.00 am and 8.00 pm, unless the resident agrees to another time.
- 16. The park owner agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the park owner, or the park manager, must produce to the resident the park owner's, or the park manager's, written permission to enter the residential premises.

**CLEANLINESS, REPAIRS AND DAMAGE TO THE PREMISES**

- 17. The park owner agrees:**
- 17.1** to make sure the residential premises (that is, the residential site, everything provided with the residential site for use by the resident and any moveable dwelling that is not owned by the resident) are reasonably clean and fit to live in, and
- 17.2** to make sure that the common areas of the residential park are reasonably clean and fit to use, and
- 17.3** to keep the residential premises in reasonable repair, considering the age of, the amount of rent paid for and the prospective life of the residential premises.
- 18. The resident agrees:**
- 18.1** to keep the residential premises (that is, the residential site and any moveable dwelling that is not owned by the resident) reasonably clean, and
- 18.2** to notify the park owner as soon as practicable of any damage to the residential premises, and
- 18.3** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 18.4** when the agreement ends, to leave the residential premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential premises that forms part of this agreement.
- Note.** The condition report that forms part of this agreement is set out in Part 2 of this agreement unless:
- (a) the agreement is a renewed agreement, and
- (b) the park owner and resident have agreed that clause 43 of this agreement applies, and
- (c) a date has been inserted in clause 43, in which case the specified earlier condition report forms part of this agreement.

Residential Parks Regulation 2006

Standard form agreement for residential sites or moveable dwellings in national parks

Schedule 5

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**ALTERATIONS AND ADDITIONS TO PREMISES THAT BELONG TO THE PARK OWNER**

*(Cross out this clause if the resident is renting the residential site and not the moveable dwelling)*

**19. The resident agrees:**

- 19.1** not to attach any fixture or renovate, alter or add to the residential premises without the park owner's written permission, and
- 19.2** not to remove, without the park owner's written permission, any fixture attached to the residential premises by the resident, and
- 19.3** to notify the park owner of any damage caused by removing any fixture attached to the residential premises by the resident, and
- 19.4** to repair any damage caused by removing the fixture or compensate the park owner for the cost of repair, if the park owner asks for the removal and for compensation.

**20. The park owner agrees** to compensate the resident as soon as possible for the value of a fixture attached by the resident if the park owner refuses to allow its removal.

**ALTERATIONS AND ADDITIONS TO MOVEABLE DWELLINGS THAT BELONG TO THE RESIDENT**

*(Cross out this clause if the resident is renting the moveable dwelling from the park owner)*

**21. The resident agrees:**

- 21.1** not to make any alteration to the moveable dwelling on the residential site that is visible from the outside of the moveable dwelling unless the park owner has consented to the alteration, and
- 21.2** not to make any addition to the residential site unless the park owner has consented to the addition.

**22. The park owner agrees** not to unreasonably withhold or refuse the consent referred to in clause 21.

**ACCESS TO THE RESIDENTIAL PARK**

**23. The park owner agrees** that, if the park owner has already installed any locks or other security devices (such as boom gates) to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access:

- 23.1** subject to the payment of any refundable fee (under clause 5.6), the park owner will give a copy of the key or any other opening device or information required to open the locks or other security devices to the resident at the commencement of this agreement, and
- 23.2** the park owner will maintain those locks or security devices in working order.

**24. The park owner agrees** that, if the park owner installs or alters any locks or other security devices (such as boom gates) to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access, during the term of this agreement:

## Residential Parks Regulation 2006

Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

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- 24.1** subject to the payment of any refundable fee (under clause 5.6), the park owner will give a copy of the key or any other opening device or information required to open the locks or other security devices to the resident, and
- 24.2** the park owner will maintain those locks or security devices in working order.

**URGENT REPAIRS**

- 25. The park owner agrees** to pay the resident, within 14 days after receiving written notice from the resident, any reasonable costs (not exceeding \$500) the resident has incurred for making urgent repairs (of the type set out below) so long as:
- 25.1** the damage was not caused to the residential premises let as a result of a breach of this agreement by the resident, and
- 25.2** the resident gives or makes a reasonable attempt to give the park owner notice of the damage, and
- 25.3** the resident gives the park owner a reasonable opportunity to make the repairs, and
- 25.4** the resident makes a reasonable attempt to have any appropriate tradesperson named in clause 26 of this agreement to make the repairs, and
- 25.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 25.6** the resident as soon as possible gives or tries to give the park owner written details of the repairs, including the cost and the receipts for anything the resident pays for.
- 26. The type of urgent repairs to the residential premises let for which the park owner agrees** to make payment are repairs to:
- 26.1** a burst water service, or
- 26.2** a blocked or broken lavatory system, or
- 26.3** a serious roof leak, or
- 26.4** a gas leak, or
- 26.5** a dangerous electrical fault, or
- 26.6** flooding or serious flood damage, or
- 26.7** serious storm or fire damage, or
- 26.8** a failure or breakdown of the gas, electricity or water supply to the residential premises, or
- 26.9** a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating or laundering, or
- 26.10** any fault or damage that causes the residential premises to be unsafe or not secure.

Tradesperson/s

Residential Parks Regulation 2006

Standard form agreement for residential sites or moveable dwellings in  
national parks

Schedule 5

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### LOCKS AND SECURITY DEVICES

**27. The park owner agrees:**

- 27.1** to provide and maintain locks or other security devices necessary to keep any moveable dwelling, parking space or storeroom, being part of the residential premises, reasonably secure, and
- 27.2** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the resident agrees, and
- 27.3** to provide the resident with a copy of the key or opening device or information to open any lock or security device which is added or altered, except where the resident agrees not to be given a copy or the Consumer, Trader and Tenancy Tribunal so orders.

**28. The resident agrees:**

- 28.1** not to alter or remove any lock or other security device owned by the park owner without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the park owner agrees, and
- 28.2** not to add any lock or other security device unless:
  - (a) there is a reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal), or
  - (b) the park owner agrees, or
  - (c) the lock or other security device is added to a moveable dwelling owned by a person other than the park owner, and
- 28.3** to give the park owner a copy of the key or opening device or information to open any lock or security device which is added or altered, except where:
  - (a) the park owner agrees not to be given a copy, or
  - (b) the Consumer, Trader and Tenancy Tribunal so orders, or
  - (c) the lock or security device is added to a moveable dwelling owned by the resident or by a person other than the park owner.

### RESIDENT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS

- 29. The resident agrees** to be responsible to the park owner for any act or omission by any person the resident allows on the residential premises, or elsewhere in the residential park, who breaks any of the terms of this agreement.

### RIGHT TO ASSIGN OR SUB-LET

- 30. The park owner agrees** that the resident may, with the park owner's prior consent, assign the remainder of the resident's interest under this agreement or sub-let the residential premises.
- 31. The park owner agrees** not to impose any charge for giving such consent other than for the park owner's reasonable expenses in giving consent.



## Residential Parks Regulation 2006

Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

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**PARK OWNER'S CHANGE OF ADDRESS****32. The park owner agrees:**

- 32.1** if the residential address of the park owner changes (and the park owner has not appointed a park manager), to give the resident notice in writing of the change within 14 days, and
- 32.2** if the name or business address of the park manager changes or the park owner appoints a park manager, to give the resident notice in writing of the change or the park manager's name or business address, as appropriate, within 14 days, and
- 32.3** if the park owner or park manager is a corporation and the name of the secretary or other responsible agent of the corporation changes or the address of the registered office of the corporation changes, to give the resident notice in writing of the change within 14 days.

**MAIL FACILITIES**

- 33. The park owner agrees** that if any individual mail facilities for the residential site are installed in accordance with Part 9 of the *Residential Parks Act 1998*, those facilities will be available to the resident and the resident may install a lock on those facilities.

**MITIGATION OF LOSS**

- 34. The park owner and the resident agree** that the rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the resident breaches this agreement the park owner will not be able to claim damages for loss which could have been avoided by reasonable effort of the park owner.)

**PRESCRIBED TERMS****RENTAL BOND**

- 35. The park owner agrees** that where the park owner or the park manager applies to the Rental Bond Board or the Consumer, Trader and Tenancy Tribunal for payment of the whole or part of the rental bond to the park owner, then the park owner or the park manager will provide the resident with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim.

**SMOKE ALARMS**

*(Cross out this clause if the resident is renting the residential site and not the moveable dwelling)*

**36. The park owner agrees:**

- 36.1** to install any smoke alarms that are required by law to be installed on the residential premises, and
- 36.2** not to remove or interfere with the operation of any such smoke alarm except with reasonable excuse, and
- 36.3** if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that a new battery is installed in the smoke alarm at the

## Residential Parks Regulation 2006

Standard form agreement for residential sites or moveable dwellings in national parks

Schedule 5

---

beginning of the term of this agreement and, if the battery needs to be replaced at any time, and if the resident is physically unable to change the battery, to replace the battery with a new battery as soon as reasonably practicable after being notified that the battery needs to be replaced.

**37. The resident agrees:**

- 37.1** not to remove or interfere with the operation of any smoke alarm installed on the residential premises except with reasonable excuse, and
- 37.2** if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that the battery is replaced whenever necessary or, if the resident is physically unable to change the battery, to notify the park owner as soon as reasonably practicable after becoming aware that the battery needs to be replaced, and
- 37.3** to notify the park owner if any smoke alarm installed on the residential premises is not functioning properly.

**OBLIGATIONS UNDER PARK RULES**

- 38. The park owner and the resident acknowledge** that the park rules for the residential park are terms of this agreement and that if those park rules change (in accordance with Part 6 of the *Residential Parks Act 1998*) in a way that is consistent with the rest of this agreement, the terms of this agreement change accordingly.

**BEHAVIOUR OF OTHER RESIDENTS**

- 39. The park owner agrees** to take all reasonable steps to ensure that the park owner's other residents:
- 39.1** do not unreasonably interfere with the privacy, peace and quiet of the other residents of the residential park, or
- 39.2** do not unreasonably interfere with the proper use and enjoyment of the residential park by the other residents of the residential park.

**KEYS AND OPENING DEVICES**

- 40. At the termination of this agreement:**
- 40.1 the resident agrees** to return any key or other opening device provided to the resident, and
- 40.2 the park owner agrees** to refund to the resident any amount refundable on surrender of the key or device.

**MOVEABLE DWELLING**

- 41. The park owner agrees** that, where premises let include a moveable dwelling, to ensure that the moveable dwelling complies with any regulations under the *Local Government Act 1993* with which it is required to comply.

**SALE OF MOVEABLE DWELLING ON-SITE**

- 42. The resident agrees** that the resident may not sell a moveable dwelling owned by the resident and installed on the residential site while the dwelling is in place on the site.

## Residential Parks Regulation 2006

Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

**AGREEMENT TO USE PREVIOUS CONDITION REPORT**

**43. The park owner and the resident agree** that the condition report included in a residential tenancy agreement entered into by the resident and dated (*insert a date if the park owner and resident agree to this clause*) forms part of this agreement.

**Note.** The following matter must be on a separate page.

**ADDITIONAL TERMS**

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.

*Additional terms may be included in this agreement if:*

- (a) *both the park owner and the resident agree to the terms, and*
- (b) *they do not conflict with the Residential Parks Act 1998 or any other Act, and*
- (c) *they do not conflict with the other terms of this agreement.*

Park owner's signature

Resident's signature

*(Sign this page even if there are no additional terms on it.)*

**Notes.****1. Definitions**

In this agreement:

**Department** means the Government Department administering the legislation that is principally concerned with residential parks.

**park manager** means a person appointed by the park owner of a residential park, with responsibility for the day to day management of the residential park, including the letting of residential premises.

**park owner** means the person who grants the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns.

**regulations** means regulations under the *Residential Parks Act 1998*.

**rental bond** means money paid by the resident as security to carry out this agreement.

**resident** means the person who has the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns.

**residential premises** means a site on which a moveable dwelling is situated or intended to be situated, or a moveable dwelling and a site, used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

**2. Notes on ending the tenancy**

The first step to end a tenancy is, almost always, for the park owner or the resident to give a notice of termination. The tenancy ends when the resident moves out, on or after the day specified in the notice or when the Consumer, Trader and Tenancy Tribunal orders the tenancy to end.

**3. Notices of termination**

(1) A notice of termination must:

- (a) be in writing, and
- (b) state the address of the rented premises, and

## Residential Parks Regulation 2006

Standard form agreement for residential sites or moveable dwellings in national parks

Schedule 5

- 
- (c) be signed by the person giving it and be dated, and
  - (d) allow the required period of time, and
  - (e) give the date the resident intends to, or is requested to, move out, and
  - (f) give the reasons for ending the agreement (if any), and
  - (g) if the reason for ending the agreement is that the residential site is to be used for a purpose other than a residential site—state that:
    - (i) the resident may, within 60 days after receiving the notice, apply to the Consumer, Trader and Tenancy Tribunal for an order postponing the date for vacating the residential premises, and
    - (ii) if the park owner applies to the Consumer, Trader and Tenancy Tribunal for an order of possession of the residential premises, the park owner must establish, to the satisfaction of that Tribunal, the ground for giving the notice of termination, and
  - (h) be properly given.
- (2) If the notice is given by or on behalf of a park owner, the notice must state that information about the resident's rights and obligations can be found in the tenancy agreement.
5. **How notices are properly given**
- (1) A notice of termination **given to a resident** may be:
- (a) posted to the resident's residence, or
  - (b) given to the resident personally, or
  - (c) given to a person aged 16 or more who normally pays the rent, or
  - (d) given to a person aged 16 or more at the residential site to pass on to the resident.
- (2) A notice of termination **given to a park owner** may be:
- (a) posted to the park owner's place of residence or employment, or
  - (b) given to the park owner, or to the park manager, personally, or
  - (c) posted or faxed to the park owner's, or park manager's, place of business, or
  - (d) given to a person aged 16 or over who normally collects the rent.
5. **When and how much notice can be given?**
- (1) When and how much notice can be given depends on the type of residential tenancy agreement and the reasons for giving notice.
- (2) There are 2 types of agreements—**fixed term agreements** and **continuing agreements**:
- (a) a **fixed term agreement** is one that is for a specified period of time and ends on a specified date. If the date this agreement is due to end has not passed, this agreement is still a fixed term agreement,
  - (b) a **continuing agreement** does not end on a specified date. These agreements usually begin when a fixed term agreement expires and a new one is not entered into, although an agreement can be a continuing one from the beginning.
6. **How to end a fixed term agreement**
- A fixed term agreement may be ended for the following reasons, provided that at least 14 days' notice is given:
- (a) if the resident breaks one of the agreement's terms,
  - (b) if the resident is more than 14 days in arrears of rent,

## Residential Parks Regulation 2006

## Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

- (c) if the park owner breaks one of the agreement's terms,
- (d) if the park owner or resident want to end the tenancy at the end of a fixed term agreement (in which case, notice can be given until the final day of the fixed term period, otherwise the agreement becomes a continuing agreement).

**7. How to end a continuing agreement**

- (1) Unlike fixed term agreements, the amount of notice that a resident or a park owner must give to end a continuing agreement is not always the same.
- (2) A continuing agreement may be ended by a park owner in the following ways:
  - (a) without stating a reason (in which case at least 60 days' notice must be given),
  - (b) on exchange of a sale contract that requires vacant possession of the rented residential premises (in which case at least 30 days' notice must be given),
  - (c) if the resident breaks one of the agreement's terms or is more than 14 days in arrears of rent (in which case at least 14 days' notice must be given).
- (3) A continuing agreement may be ended by a resident:
  - (a) without reason (in which case at least 21 days' notice must be given), or
  - (b) if the park owner breaks one of the agreement's terms (in which case at least 14 days' notice must be given).

**8. Vacant possession**

A notice of termination does not end the tenancy by itself. The resident must return vacant possession of the residential premises to the park owner, on or after the day specified in the notice, for the tenancy to end. An application may be made to the Consumer, Trader and Tenancy Tribunal if the resident does not vacate when required.

**9. Warning**

It is an offence for any person to obtain possession of the residential premises without an order of the Consumer, Trader and Tenancy Tribunal, if the resident does not willingly move out. Fines and compensation can be ordered by a court in relation to such offences.

**10. Rent increases**

- (1) The park owner cannot increase the rent during the fixed term unless the agreement sets out the amount of the increase or the method of calculating the amount of the rent increase.
- (2) The resident must get 60 days' notice in writing if the park owner wants to increase the rent. This applies even when the agreement provides for, or permits, a rent increase. Where a notice of an increase has been given and the park owner and resident subsequently agree to a lesser increase than in the notice, the park owner does not need to give a further 60 days' notice.
- (3) The resident can apply to the Consumer, Trader and Tenancy Tribunal within 30 days of getting the notice of the rent increase for an order that the rent increase is excessive.
- (4) If the park owner has reduced or withdrawn any goods, services or facilities, the resident can at any time apply to the Consumer, Trader and Tenancy Tribunal for an order that the rent is excessive.

Residential Parks Regulation 2006

Standard form agreement for residential sites or moveable dwellings in national parks

Schedule 5

**THE PARK OWNER AND RESIDENT ENTER INTO THIS AGREEMENT (INCLUDING THE CONDITION REPORT) AND AGREE TO ALL ITS TERMS.**

**SIGNED BY THE PARK OWNER**

In the presence of

Name of witness

Signature of park owner

Signature of witness

**ACKNOWLEDGMENT OF RESIDENT**

The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of each of the following documents:

	Initial each box if you have received the document
A statement of the costs of preparation of this residential tenancy agreement and of any other charges payable by the resident in respect of the agreement	<input type="checkbox"/>
The book entitled <i>Residential Park Living</i>	<input type="checkbox"/>
A list of questions and answers about living in the residential park	<input type="checkbox"/>
The park rules for the residential park	<input type="checkbox"/>
A document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated	<input type="checkbox"/>
A document giving information about electricity rebates	<input type="checkbox"/>

**SIGNED BY THE RESIDENT**

In the presence of

Name of witness

Signature of resident

Signature of witness

## Residential Parks Regulation 2006

Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

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**Part 2 Residential premises condition report****ADDRESS OF PREMISES:***HOW TO COMPLETE*

1. Three copies of this condition report are filled out and signed by the park owner or the park manager.
2. The park owner or the park manager records the condition of the residential premises by indicating whether the particular item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column (see example). If the residential premises consist only of a site, only that part of the condition report headed SITE needs to be completed in this way.
3. Two copies of the report which have been filled in and signed by the park owner or the park manager are given to the resident at or before the time of entering into the agreement. The park owner or park manager keeps the third copy.
4. The resident indicates agreement or disagreement with the condition indicated by the park owner or park manager by placing "Y" (YES) or "N" (NO) in the appropriate columns (see example below).
5. The resident returns one copy of the completed condition report to the park owner or park manager within 7 days and keeps the second copy.
6. At, or as soon as practicable after, the termination of a residential tenancy agreement, both the park owner and resident should complete the copy of the condition report that they retained, indicating the condition of the residential premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.

*IMPORTANT NOTES ABOUT THIS REPORT*

1. This condition report is an important record of the condition of the residential premises when the tenancy begins.
2. At the end of the tenancy the residential premises will be inspected and the condition of the premises at that time will be compared to that stated in the original condition report.
3. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the residential premises.
4. If the resident disagrees with the park owner's condition report this must be confirmed in writing, preferably on the condition report, by placing "N" (NO) in the appropriate column and by making an appropriate comment alongside that column.
5. The Consumer, Trader and Tenancy Tribunal has the power to hear disputes about the validity of a condition report.

## Residential Parks Regulation 2006

Standard form agreement for residential sites or moveable dwellings in national parks

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**EXAMPLE**

Condition of premises at start of tenancy					
	Clean	Undamaged	Working	Resident agrees	Comments
<b>LOUNGE/DINING</b>					
walls/ceiling	Y	Y	Y	Y	
doors/windows/screens	Y	Y	Y	Y	
blinds/curtains	Y	Y	Y	Y	no curtains
lights/power points	Y	Y	Y	N	light shade cracked
floor/coverings	N	Y		Y	
other					

**CONDITION REPORT**

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident agrees	Comments
<b>LOUNGE/DINING</b>									
walls/ceiling									
doors/windows/screens									
blinds/curtains									
lights/power points									
floor/coverings									
other									
<b>KITCHEN</b>									
walls/ceiling									
doors/windows/screens									
blinds/curtains									



## Residential Parks Regulation 2006

Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

<b>Condition of premises at start</b>					<b>Condition of premises at end</b>				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident agrees	Comments

## Residential Parks Regulation 2006

Standard form agreement for residential sites or moveable dwellings in  
national parks

Schedule 5

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident agrees	Comments
BEDROOM 3									
BATHROOM									

Residential Parks Regulation 2006

Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident agrees	Comments
<b>LAUNDRY</b>									
<b>GENERAL</b>									
<b>SITE</b>									

## Residential Parks Regulation 2006

Standard form agreement for residential sites or moveable dwellings in national parks

Schedule 5

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident agrees	Comments

Park owner's/park manager's signature

Resident's signature

Date

FURNITURE (See attached list)

**PARK OWNER'S PROMISE TO UNDERTAKE WORK** (*Cross out if not needed*)

The park owner agrees to undertake the following cleaning, repairs, additions or work during the tenancy

The park owner agrees to complete that work by

Park owner's/park manager's signature

Resident's signature

Date

**Note.** Further items and comments may be added on a separate sheet signed by the park owner/park manager and the resident and attached to this report.

Residential Parks Regulation 2006

Schedule 6 Deed of assignment

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## Schedule 6 Deed of assignment

(Clause 29)

### Assignment of the whole of a resident's rights and obligations

I/we, *[fill in name and address of person or persons whose name is on the residential tenancy agreement]* assign the whole of my/our rights and obligations under the residential tenancy agreement between myself/ourselves and *[fill in the name of the park owner]* dated *[fill in the date of the original agreement]* to *[fill in the name of the person who will take over the rights and obligations]*.

I/we have obtained the consent of *[fill in the name of the park owner]*.

Signed by me:

Dated:

### Assignment of part of a resident's rights and obligations

I/we, *[fill in name and address of person or persons whose name is on the residential tenancy agreement]* assign the following of my/our rights and obligations under the residential tenancy agreement between myself/ourselves and *[fill in the name of the park owner]* dated *[fill in the date of the original agreement]* to *[fill in the name of the person who will take over the rights and obligations]*:

*[List here the rights and obligations to be assigned]*

I/we have obtained the consent of *[fill in the name of the park owner]*.

Signed by me:

Dated:

Residential Parks Regulation 2006

Warrant for possession

Schedule 7

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## Schedule 7 Warrant for possession

(Clause 32)

### Warrant for enforcement of order for possession

Residential Parks Act 1998

To all sheriff's officers:

#### Why is this warrant being issued?

On the Consumer, Trader and Tenancy Tribunal sitting at made the following orders:

- (a) an order terminating the residential tenancy agreement between and ,
- (b) an order for possession of the residential premises at in New South Wales,
- (c) an order that the operation of the order for possession be suspended for a period of days from the date of the order [*Delete if not applicable*].

An application was made by the person in whose favour the order was made for the enforcement of the order for possession of the residential premises.

I am satisfied that the order has not been complied with, or that a condition of suspension of the order has not been complied with.

#### What does this warrant authorise?

This warrant authorises any sheriff's officer to enter the residential premises and take all steps that are reasonably necessary to give possession to the park owner.

#### Police assistance

A sheriff's officer may request that any member of the Police Force assist the sheriff's officer to enforce the order for possession.

#### Use of force

The sheriff's officer or member of the Police Force enforcing the order for possession is authorised to use such force as is reasonably necessary to enforce the order for possession.

#### Production of this warrant

The sheriff's officer or member of the Police Force enforcing the order for possession must produce this warrant if asked.

#### Issue details

Date of issue of warrant:

This warrant must be executed within 28 days of its issue.

## Residential Parks Regulation 2006

Schedule 7 Warrant for possession

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**Signature**Signed by me, Chairperson/Deputy Chairperson/Member/Registrar/Deputy Registrar (*delete whichever is not applicable*) of the Consumer, Trader and Tenancy Tribunal*(Print name)**(Signature)***Case information**

Consumer, Trader and Tenancy Tribunal Registry

Phone number:

Name and address of park owner/park manager:

Park owner's/park manager's phone number:

Resident's phone number and file number:

Residential Parks Regulation 2006

Penalty notice offences

Schedule 8

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## Schedule 8 Penalty notice offences

(Clause 34)

<b>Column 1</b>	<b>Column 2</b>
<b>Provision of the Act</b>	<b>Penalty</b>
Section 12 (2)	\$110
Section 17 (3)	\$220
Section 33 (1)	\$110
Section 33 (2)	\$110
Section 33 (4)	\$110
Section 48 (3)	\$220
Section 49 (1)	\$220
Section 63 (3)	\$110
Section 68 (1)	\$110
Section 73 (3)	\$220
Section 143A	\$550

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New South Wales

# Residential Tenancies Regulation 2006

under the

Residential Tenancies Act 1987

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Residential Tenancies Act 1987*.

DIANE BEAMER, M.P.,  
Minister for Fair Trading

## Explanatory note

The object of this Regulation is to remake, with minor modifications, the provisions of the *Residential Tenancies (Residential Premises) Regulation 1995*. That Regulation will be repealed on 1 September 2006 by section 10 (3) of the *Subordinate Legislation Act 1989*.

This Regulation makes provision in respect of the following matters:

- (a) the standard form of residential tenancy agreements (clause 6 and Schedules 1 and 2),
- (b) the provision of information to tenants (clause 7),
- (c) the completion of condition reports contained in a standard form of residential tenancy agreement (clauses 8 and 9),
- (d) charges and fees payable by tenants and prospective tenants (Part 3),
- (e) the disposal of goods left on the premises by tenants (Part 4),
- (f) certain exemptions from the operation of the *Residential Tenancies Act 1987* (Part 5),
- (g) the service of notices (clauses 28 and 29).

This Regulation also repeals the *Residential Tenancies (Savings and Transitional) Regulation 1989* and re-enacts those provisions of that Regulation that still have application in respect of some leases (see Part 8).

This Regulation is made under the *Residential Tenancies Act 1987*, including sections 3, 5, 7, 8, 12, 19, 28, 36, 73, 79, 85, 130 and 133 (the general regulation-making power).

## Residential Tenancies Regulation 2006

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Clause 1	Residential Tenancies Regulation 2006
Part 1	Preliminary

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## Residential Tenancies Regulation 2006

under the

Residential Tenancies Act 1987

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Residential Tenancies Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Residential Tenancies (Residential Premises) Regulation 1995* which is repealed on 1 September 2006 by section 10 (3) of the *Subordinate Legislation Act 1989*.

#### 3 Definition and notes

(1) In this Regulation:

*the Act* means the *Residential Tenancies Act 1987*.

(2) Notes included in this Regulation do not form part of this Regulation.

#### 4 Application of Act to moveable dwellings

The Act applies to residential tenancy agreements under which the residential premises consist of a moveable dwelling (but not to those residential tenancy agreements to which the *Residential Parks Act 1998* applies) in the same manner and to the same extent as it applies to other residential tenancy agreements.

**Note.** Section 7 (1) of the Act provides that the Act does not apply to residential tenancy agreements to which the *Residential Parks Act 1998* applies. Section 7 (2) of the Act provides that the Act applies to any other residential tenancy agreements under which the residential premises consist of a moveable dwelling, but only in the manner and to the extent specified by the regulations.

Residential Tenancies Regulation 2006

Clause 5

Residential tenancy agreements

Part 2

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## Part 2 Residential tenancy agreements

### 5 Agreements excluded from definition of “social housing tenancy agreement”

A residential tenancy agreement in respect of premises let by any of the following is prescribed as not being within the definition of *social housing tenancy agreement* in section 3 (1) of the Act:

- (a) the Office of Community Housing of the Department of Housing,
- (b) an organisation for the time being registered with the Office of Community Housing,
- (c) an organisation for the time being registered under Part 5 of the *Aboriginal Housing Act 1998*.

### 6 Standard form of residential tenancy agreement

- (1) The standard form of residential tenancy agreement is:
  - (a) in the case of an agreement which creates a tenancy for a term not exceeding 3 years—the form set out in Schedule 1, or
  - (b) in the case of an agreement which creates a tenancy for a term exceeding 3 years—the form set out in Schedule 2.
- (2) The standard form of residential tenancy agreement set out in Schedule 2 must be in a form approved by the Registrar-General for registration under the *Real Property Act 1900*.
- (3) When this Regulation is amended by altering, adding or substituting a standard form of residential tenancy agreement, the amendment does not apply to a residential tenancy agreement entered into before the commencement of the amendment.

### 7 Provision of information to tenant

- (1) At or before the time of entering into a residential tenancy agreement the landlord must provide the tenant with a copy of *The Renting Guide: Your basic rights and responsibilities as a tenant* as published by the NSW Office of Fair Trading or such other information about being a tenant in the form as approved by the Tenancy Commissioner.  
Maximum penalty: 1 penalty unit.
- (2) It is sufficient compliance with this clause if the landlord’s agent provides the tenant with a copy of the information in the approved form.

Clause 8 Residential Tenancies Regulation 2006

Part 2 Residential tenancy agreements

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## 8 Condition report

- (1) The condition report relating to the condition of residential premises contained or referred to in a standard form of residential tenancy agreement:
  - (a) must be completed by or on behalf of the landlord at or before the time the agreement is given to the tenant for signing, and
  - (b) must be given in duplicate by the landlord to the tenant at or before the time that the tenant signs the agreement.
- (2) The tenant must complete and give one copy of the condition report to the landlord not later than 7 days after receiving it and both parties must retain a copy of the report.
- (3) At, or as soon as reasonably practicable after, the termination of a residential tenancy agreement entered into in the standard form, both the landlord and tenant must complete the copy of the condition report retained by the landlord or the tenant under this clause, in the presence of the other party.
- (4) It is not a breach of subclause (3) for the condition report to be completed in the absence of the other party if the party completing the report has given the other party a reasonable opportunity to be present when it is completed.

## 9 Exemptions from obligation to include a condition report

The following classes of residential tenancy agreements are exempt from the operation of section 8 (4) of the Act (which requires a prescribed standard form of residential tenancy agreement to include a condition report):

- (a) a residential tenancy agreement that creates a tenancy for a term exceeding 3 years,

**Note.** The registrable standard form of residential tenancy agreement that creates a tenancy for a term exceeding 3 years does not include a condition report, but the standard form (set out in Schedule 2) requires such a condition report, which must be completed in the usual manner. The condition report does not have to be registered.
- (b) a residential tenancy agreement which is a renewed agreement (that is, an agreement made on or before the termination of a previous agreement entered into by the same tenant in respect of the same residential premises) where:
  - (i) that or any other previous residential tenancy agreement entered into by the tenant included a condition report for the premises, and

Residential Tenancies Regulation 2006

Clause 9

Residential tenancy agreements

Part 2

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- (ii) the renewed agreement provides for such a condition report to form part of the renewed agreement, and
  - (iii) the resident's occupation of the premises has been continuous since entering into occupation of the premises under the agreement that included that condition report.

Clause 10 Residential Tenancies Regulation 2006

Part 3 Fees, costs and charges

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## Part 3 Fees, costs and charges

### 10 Maximum costs payable by tenant

For the purposes of section 12 of the Act, the maximum amount payable by a tenant for the costs of preparation of a written residential tenancy agreement and for any other charges (other than duty chargeable under the *Duties Act 1997*) payable by the tenant in respect of the agreement is:

- (a) in the case of an agreement creating a tenancy exceeding 3 years that is registered under the *Real Property Act 1900*—the fee prescribed under that Act to register the dealing plus \$15, or
- (b) in any other case, \$15.

### 11 Prescribed charges not payable by landlord

- (1) For the purposes of section 19 of the Act, the prescribed charges are any of the following charges:
  - (a) any charges for pumping out a septic system used in connection with the residential premises, other than charges included in rates made under the *Local Government Act 1993*,
  - (b) any charges for water used in connection with the residential premises (in addition to charges for excess water) for which the tenant has agreed to pay under the terms of the residential tenancy agreement, but only if the charge is calculated according to the metered amount of water consumed and there is no minimum rate chargeable,
  - (c) any excess garbage or sanitary charges relating to the tenant's use of the residential premises.
- (2) This clause does not apply to a residential tenancy agreement entered into before 31 August 1995 (being the date of commencement of clause 11 of the *Residential Tenancies (Residential Premises) Regulation 1995*). When this clause is amended, the amendment does not apply to a residential tenancy agreement entered into before the commencement of the amendment.

### 12 Reservation fees

- (1) For the purposes of section 36 of the Act, the circumstances in which a person may require or receive a reservation fee from a prospective tenant are circumstances in which the following conditions are satisfied:
  - (a) the fee does not exceed one week's rent of the residential premises concerned (based on the proposed rent under the proposed residential tenancy agreement),



Residential Tenancies Regulation 2006

Clause 12

Fees, costs and charges

Part 3

- 
- (b) no other reservation fee has been received for the residential premises,
- (c) a receipt containing the following particulars is given to the person who pays the reservation fee by the person who receives it:
- (i) the name of the person who receives the payment or on whose behalf the payment is received,
  - (ii) the name of the person making the payment or on whose behalf the payment is made,
  - (iii) the address of the residential premises in respect of which the payment is made,
  - (iv) the date on which the payment is received,
  - (v) the amount of the payment,
- (d) the person who requires or receives the reservation fee gives the person paying the fee a written acknowledgment that:
- (i) the premises will not be let during a specified period, pending the making of a residential tenancy agreement, and
  - (ii) if the landlord has not decided to enter into a residential tenancy agreement in the agreed terms for the residential premises concerned during that period, the whole of the fee will be refunded, and
  - (iii) if the entering into of the residential tenancy agreement is conditional on the landlord carrying out repairs or other work and the landlord does not carry out the repairs or other work during the specified period, the whole of the fee will be refunded, and
  - (iv) if the prospective tenant decides not to enter into such an agreement, and the premises were not let or otherwise occupied during the period they were reserved, the landlord may retain so much of the fee as is equal to the amount of rent that would have been paid during the period the premises were reserved (based on the proposed rent) but is required to refund the remainder (if any) of the fee, and
  - (v) if a residential tenancy agreement is entered into, the fee is to be paid towards rent for the residential premises concerned.
- (2) A reservation fee must not be required of a person who is a tenant in respect of the residential premises and must not be received from such a person.

Clause 12 Residential Tenancies Regulation 2006

Part 3 Fees, costs and charges

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- (3) In this clause:  
*reservation fee* means an amount paid or required to be paid by a prospective tenant, or any person on behalf of a prospective tenant, in consideration for not letting residential premises pending the making of a residential tenancy agreement.

Residential Tenancies Regulation 2006

Clause 13

Disposal of goods left by tenant

Part 4

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## Part 4 Disposal of goods left by tenant

### 13 Uncollected goods

- (1) Goods that have been left on residential premises by the tenant after the tenant vacates the premises become *uncollected goods* for the purposes of this Part when the tenant vacates the premises.
- (2) Despite subclause (1), if the tenant vacates the premises before the residential tenancy agreement is terminated, the goods become uncollected goods when the agreement is terminated.
- (3) Uncollected goods may be disposed of as provided by this Part, but only if the requirements of this Part are complied with.

### 14 Options available to the landlord when goods not collected

- (1) Uncollected goods that have not been removed from the residential premises by the tenant within 2 working days after they became uncollected goods are to be dealt with as provided by this clause.
- (2) The goods are to be stored in a safe place by the landlord unless the goods are disposed of as authorised by this clause.
- (3) If the goods are perishable foodstuffs, the landlord may remove and destroy or otherwise dispose of the goods.
- (4) If the landlord is reasonably of the opinion that it would cost more to remove, store and sell the goods than the goods are worth, the landlord may remove and destroy or otherwise dispose of the goods.
- (5) In this clause:  
*working day* means any day that is not a Saturday, Sunday or public holiday.

### 15 Notice to tenant that goods are in storage

- (1) When goods are stored by the landlord, the landlord must give the tenant written notice that the goods have been stored. The notice must also be published in a newspaper circulating generally throughout the State. The notice must be given and published within 7 days after the goods are stored.
- (2) The notice may (in addition to any other way in which it may be given) be given to the tenant by being sent by post to the tenant at the last forwarding address known to the landlord.
- (3) The notice may instead of being given to the tenant be given to a representative nominated by the tenant before the tenant vacated the residential premises.

Clause 16 Residential Tenancies Regulation 2006

Part 4 Disposal of goods left by tenant

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- (4) The notice must contain the following:
- (a) the landlord's name and address, or an address at which the goods can be claimed,
  - (b) the tenant's name,
  - (c) the address of the residential premises,
  - (d) a description of the goods,
  - (e) a statement that, on or after a specified date, the goods will be sold by public auction unless they are first claimed and the reasonable costs of removal and storage are paid,
  - (f) a statement that the landlord will retain out of the proceeds of the sale of the goods the reasonable costs of removal, storage and sale.

**16 Uncollected goods may be auctioned**

- (1) As soon as practicable after uncollected goods have been stored by the landlord in accordance with this Part for 30 days, the landlord is to cause them to be sold by public auction.
- (2) The landlord is required to account to the tenant for the balance of the proceeds of the sale of the goods after deduction of the reasonable costs of removal, storage and sale of the goods.

**17 Claiming uncollected goods**

- (1) A person who is entitled to possession of goods left on residential premises may claim the goods at any time before they are destroyed, sold or otherwise disposed of under this Part.
- (2) The landlord must deliver up the goods to a person who claims them if the landlord is satisfied that the person is entitled to claim them.
- (3) The landlord is entitled to require payment of the landlord's costs and expenses actually incurred in the removal and storage of goods (not exceeding a reasonable amount for those costs and expenses), before delivering goods to a person under this clause.
- (4) If a claim is for some but not all of the goods, and the remaining goods are worth enough to cover the reasonable costs of removal and storage of all of the goods, the landlord must deliver the claimed goods to the claimant without requiring payment of the landlord's reasonable costs of removal and storage of the claimed goods.

Residential Tenancies Regulation 2006

Clause 18

Exemptions

Part 5

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## Part 5 Exemptions

### 18 Leasehold strata schemes

- (1) A residential tenancy agreement that is entered into in connection with a leasehold strata scheme under the *Strata Schemes (Leasehold Development) Act 1986* is exempted from the operation of the *Residential Tenancies Act 1987*.
- (2) The residential tenancy agreement is not exempted if it is one in which the landlord and the tenant are, respectively, the lessee and the sublessee or occupier as referred to in the *Strata Schemes (Leasehold Development) Act 1986*.

### 19 Equity purchase agreements

- (1) A residential tenancy agreement that is entered into by a tenant with a person or persons and that forms part of an equity purchase agreement is exempted from the operation of the Act.
- (2) In this clause:  
*equity purchase agreement* means a series of agreements that include a residential tenancy agreement and provide for:
  - (a) the initial purchase by the tenant, as a tenant in common, of not less than 20 per cent of the owner's interest in the residential premises, and
  - (b) the further purchase by the tenant, from time to time, of a greater percentage of the owner's interest in the premises.

### 20 Premises used for non-residential purposes

A residential tenancy agreement is exempted from the operation of the Act if it relates to premises that are let to the tenant by the landlord for residential purposes but where the predominant use of the premises let is for the purposes of a trade, profession, business or agriculture.

### 21 New South Wales Land and Housing Corporation

- (1) The New South Wales Land and Housing Corporation is exempted from the operation of section 37 of the Act in respect of requiring or receiving charges for electricity and gas consumed by a tenant who uses communal kitchen and other facilities and charges for cleaning any such facilities.
- (2) A residential tenancy agreement entered into by a tenant and the New South Wales Land and Housing Corporation is, while the tenant is receiving a rent rebate, exempted from the operation of sections 46 and 47 of the Act.

Clause 22 Residential Tenancies Regulation 2006

Part 5 Exemptions

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## 22 Rent records for salary or wage deductions

- (1) A landlord under a residential tenancy agreement is exempted from the operation of sections 40 and 41 (2) of the Act if:
  - (a) the rent payable under the agreement is deducted by the landlord from the salary or wages of the tenant, and
  - (b) a record of the amount deducted as rent is given to the tenant at the time the deduction is made.
- (2) Such a record may be in the form of a pay advice slip but, if the pay advice slip does not specify the period for which the rent is paid, the exemption does not apply unless the landlord, on the request of the tenant, makes information concerning that period available to the tenant.

## 23 Home Purchase Assistance Authority

- (1) A residential tenancy agreement entered into by the Home Purchase Assistance Authority before 1 July 2001 for premises that had been subject to a HomeFund mortgage is exempted from the operation of sections 35 and 43 of the Act if:
  - (a) the tenant under the agreement was the mortgagor under the mortgage and the agreement was entered into for the purposes of or as a consequence of the restructuring of a HomeFund scheme (whether or not the restructuring was pursuant to the *HomeFund Restructuring Act 1993*), or
  - (b) the tenant under the agreement is a person who was accepted as a tenant by the Authority because it was satisfied that the person:
    - (i) resided on the premises with the person who was the mortgagor under the mortgage, and
    - (ii) was related to the mortgagor, or was a spouse or dependant of the mortgagor, at the time the agreement was entered into.

**Note.** On and from 1 July 2001, the Home Purchase Assistance Authority was dissolved under the *Housing Act 2001*. Under that Act, all of the Authority's rights and liabilities under residential tenancy agreements entered into by the Authority are transferred to the New South Wales Land and Housing Corporation.

- (2) In this clause:

**HomeFund mortgage** has the same meaning as in the *HomeFund Restructuring Act 1993*.

**spouse** of a person includes a person with whom the person has a de facto relationship within the meaning of the *Property (Relationships) Act 1984*.

Residential Tenancies Regulation 2006

Clause 24

Exemptions

Part 5

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**24 St Patrick's Estate, Manly (certain portions)**

- (1) A residential tenancy agreement entered into before 2 October 1971 that created a tenancy for a term of not less than 40 years in respect of any land to which this clause applies is exempted from the operation of the Act.
- (2) A residential tenancy agreement entered into after 26 February 1999 (being the date of the commencement of clause 23B of the *Residential Tenancies (Residential Premises) Regulation 1995*) that extends the term of a tenancy exempted by subclause (1) by a period, or renews such a tenancy for a further term, of not more than 52 years, is exempted from the operation of the Act if the parties agree in writing that the Act is not to apply to the agreement.
- (3) A residential tenancy agreement entered into after 26 February 1999:
  - (a) in respect of land previously the subject of a tenancy to which subclause (1) applies, and
  - (b) by which a new tenancy is created, being a tenancy entered into:
    - (i) between the persons who, immediately before the creation of the new tenancy, were the landlord and tenant under the tenancy referred to in paragraph (a), and
    - (ii) for a term of not more than 52 years,is exempted from the operation of the Act if the parties agree in writing that the Act is not to apply to the agreement.
- (4) The exemption of a residential tenancy agreement from the operation of the Act, whether by the operation of subclause (1) or by agreement in accordance with subclause (2) or (3), does not:
  - (a) affect any other residential tenancy agreement (a *sublease*) effecting a demise of:
    - (i) the tenant's interest under the exempt agreement, or
    - (ii) any interest derived from that interest, or
  - (b) affect the rights or obligations under the Act, as landlord and tenant under the sublease, of the parties to the sublease.
- (5) This clause applies to the following lands held by the Trustees of the Roman Catholic Church for the Archdiocese of Sydney:
  - (a) Lots 85–87, DP 70416,
  - (b) Lots 88–92, 101–104, 110 and 112, DP 998494,
  - (c) Lots 1 and 2, DP 206444,
  - (d) Lots 1 and 2, DP 506097,
  - (e) Lots A and B, DP 447103,

Clause 25 Residential Tenancies Regulation 2006

Part 5 Exemptions

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- (f) Lot 1, DP 797289,
  - (g) Lot 1, DP 198774,
  - (h) Lots 2–35 and 39–80, DP 8075,
  - (i) Lot 36B, DP 390597,
  - (j) Lots 1–3, DP 205741,
  - (k) Land in plan attached to Lease B263018,
  - (l) Lots 1–4 and 81–84, DP 8076.

**25 St Patrick’s Estate, Manly—other leases**

- (1) A residential tenancy agreement in respect of land to which this clause applies is exempted from the operation of the Act if the agreement:
  - (a) is for a term of not less than 17 years (excluding any period for which the agreement could be renewed by the exercise of an option) but not more than 99 years, and
  - (b) is in writing, and
  - (c) states that this clause applies to the agreement.
- (2) A residential tenancy agreement:
  - (a) that extends the term of an agreement exempted under subclause (1) (*the first agreement*), so that the term of the agreement ends not more than 99 years after the beginning of the term of the first agreement, or
  - (b) that renews the first agreement for a further term for not less than 17 years (excluding any period for which the agreement could be renewed by the exercise of an option) and that ends not more than 99 years from the beginning of the term of the first agreement,
 is exempted from the operation of the Act if it complies with subclause (1) (b) and (c).
- (3) The exemption of a residential tenancy agreement from the operation of the Act under this clause does not:
  - (a) affect any other residential tenancy agreement (a *sublease*) effecting a demise of:
    - (i) the tenant’s interest under the exempt agreement, or
    - (ii) any interest derived from that interest, or
  - (b) affect the rights or obligations under the Act, as landlord and tenant under the sublease, of the parties to the sublease.



Residential Tenancies Regulation 2006

Clause 26

Exemptions

Part 5

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- (4) This clause applies to the following lands held by the Trustees of the Roman Catholic Church for the Archdiocese of Sydney:
- (a) Lots 1–7, DP 861974,
  - (b) Lot 2, DP 544297,
  - (c) Lot 1556, DP 752038,
  - (d) whole of the lands contained on Certificate of Title Volume 11531 Folio 17.
- (5) This clause also applies to the land comprised in Lots 1–3, DP 205741, to the extent that clause 24 does not apply to that land.

## 26 Head leases involving social housing providers

- (1) A residential tenancy agreement is exempted from the operation of the Act if:
- (a) under the agreement, the landlord (the *head landlord*) lets the premises to a tenant who is a social housing provider, and
  - (b) the agreement is in writing and the agreement states that this clause applies to the agreement.
- Note.** An agreement entered into before the commencement of this Regulation stating that clause 23BA of the Residential Tenancies (Residential Premises) Regulation 1995 applies to that agreement is taken to have effect as if that agreement states that clause 26 of this Regulation applies to that agreement.
- (2) If the tenant ceases to be a social housing provider during the currency of the term of the residential tenancy agreement, the exemption under this section does not cease to have effect until 6 months after the date the tenant ceases to be a social housing provider.
- (3) The Minister administering the *Housing Act 2001* may approve, either conditionally or unconditionally, an organisation for the purposes of paragraph (g) of the definition of *social housing provider* in subclause (4) but only if that Minister is satisfied that the organisation has:
- (a) a charter to provide or manage housing for low to moderate income households or households with special housing needs, and
  - (b) the capacity to appropriately manage such housing.
- (4) In this clause:

**class 1 registered organisation** means an organisation for the time being registered with the Director-General of the Department of Planning as a class 1 community housing registered organisation.

**class 2 registered organisation** means an organisation for the time being registered with the Director-General of the Department of Planning as a class 2 community housing registered organisation.

Clause 27 Residential Tenancies Regulation 2006

Part 5 Exemptions

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*social housing provider* means any of the following:

- (a) the New South Wales Land and Housing Corporation,
  - (b) the Director-General of the Department of Planning,
  - (c) the Aboriginal Housing Office,
  - (d) a class 1 registered organisation,
  - (e) a class 2 registered organisation, but only if the head landlord is the New South Wales Land and Housing Corporation,
  - (f) a registered Aboriginal housing organisation within the meaning of the *Aboriginal Housing Act 1998*,
  - (g) any other organisation for the time being approved under subclause (3) by the Minister administering the *Housing Act 2001*.
- (5) In this clause, a reference to the Minister, the Director-General of the Department of Planning or the New South Wales Land and Housing Corporation includes a reference to a person acting with the approval of or in the name of the Minister, the Director-General or the Corporation respectively.

**27 Bronte House, Bronte**

- (1) The residential tenancy agreement dated 10 January 1983 that created a tenancy for the residential premises known as “Bronte House” at 470 Bronte Road, Bronte (Lot 1, DP 632454) commencing on 31 January 1983 is exempted from the operation of the Act.
- (2) The exemption of the agreement referred to in subclause (1) (the *head lease*) applies to any other residential tenancy agreement (a *sublease*) effecting a demise of the tenant’s interest under the head lease, or any interest derived from that interest, if the parties to the head lease and the sublease agree in writing that the exemption is to apply to the sublease.
- (3) This clause is repealed at the end of 30 January 2008.

Residential Tenancies Regulation 2006

Clause 28

Service

Part 6

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## Part 6 Service

### 28 Service of documents generally

- (1) This clause applies to all notices or other documents (except notices of termination) required to be given under the Act or this Regulation.
- (2) For the purposes of section 130 (1) of the Act, a notice or other document required to be given under the Act to a tenant may be given by sending it by post to the tenant's usual place of business or employment.
- (3) For the purposes of section 130 (2) of the Act, a notice or other document required to be given under the Act to a landlord may be given by sending it by post or by facsimile transmission to the usual place of business of the landlord's agent under the residential tenancy agreement.
- (4) A notice or other document required to be given to a person other than a landlord or tenant may be given:
  - (a) by delivering it personally to the person, or
  - (b) by sending it by post to the person's usual place of residence or business or employment, or
  - (c) in such other manner as may be approved by the Tribunal.

### 29 Service of notices of termination

- (1) For the purposes of section 130 (4) of the Act, a notice of termination given under the Act to a tenant may be given:
  - (a) by delivering it personally to the tenant or a person apparently of or above the age of 16 years by whom the rent payable by the tenant is ordinarily paid, or
  - (b) by delivering it to the residential premises occupied by the tenant and by leaving it there with some person apparently of or above the age of 16 years for the tenant, or
  - (c) by sending it by post to the residential premises occupied by the tenant.
- (2) For the purposes of section 130 (4) of the Act, a notice of termination given under the Act to a landlord may be given:
  - (a) by delivering it personally to the landlord, the landlord's agent under the residential tenancy agreement or a person apparently of or above the age of 16 years to whom the rent payable to the landlord is ordinarily paid, or

Clause 29 Residential Tenancies Regulation 2006

Part 6 Service

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- (b) by sending it by post to the landlord's usual place of residence or business or employment, or
- (c) by sending it by post or facsimile transmission to the usual place of business of the landlord's agent under the residential tenancy agreement.

Residential Tenancies Regulation 2006

Clause 30

Miscellaneous

Part 7

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## Part 7 Miscellaneous

### 30 Urgent repairs limit

For the purposes of section 28 (1) of the Act, the prescribed maximum amount for reimbursement of any reasonable costs incurred by a tenant in making urgent repairs to residential premises is \$1,000.

### 31 Monetary jurisdiction of Tribunal

For the purposes of section 85 (3) (a) and (b) of the Act, the amount prescribed in relation to an order of the Tribunal is:

- (a) \$20,000, with respect to a rental bond, or
- (b) \$10,000, with respect to any other matter.

### 32 Warrant for possession

For the purposes of section 73 of the Act, the prescribed form of warrant authorising a sheriff's officer to enter residential premises to enforce an order for possession is that set out in Schedule 3.

### 33 Repeal and savings

- (1) The *Residential Tenancies (Savings and Transitional) Regulation 1989* is repealed.
- (2) Any act, matter or thing that had effect under the *Residential Tenancies (Residential Premises) Regulation 1995* immediately before the commencement of this Regulation is taken to have effect under this Regulation.

Clause 34 Residential Tenancies Regulation 2006

Part 8 Savings and transitional provisions

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## Part 8 Savings and transitional provisions

**Note.** The provisions in this Part reflect those provisions of the *Residential Tenancies (Savings and Transitional) Regulation 1989* that still have application in respect of some leases. The *Residential Tenancies (Savings and Transitional) Regulation 1989* is repealed by this Regulation.

### 34 Application of the Act to written and partly written agreements

- (1) For the purposes of section 5 (4) of the Act, sections 64 and 65 of the Act apply, and clauses 10 and 11 of Schedule 2 to the Act do not apply, to written and partly written and partly oral residential tenancy agreements made before 30 October 1989 (being the date of commencement of section 5 of the Act).
- (2) Except as otherwise provided by this Part, for the purposes of clause 9 of Schedule 2 to the Act, sections 8-16, 17-33, 53-63, 66-70 and 74-79 of the Act apply to written and partly written and partly oral residential tenancy agreements made before the commencement of section 5 of the Act and so apply from 30 October 1989 (being the date of commencement of the *Residential Tenancies (Savings and Transitional) Regulation 1989*).

### 35 Condition of residential premises at termination

In its application to a written or partly written and partly oral residential tenancy agreement made before 30 October 1989, section 26 (1) (d) of the Act is to be read as if the words “as set out in any condition report forming part of the residential tenancy agreement” were omitted and the words “as they were in at the commencement of the tenancy” were inserted instead.

### 36 Previous actions etc not affected

- (1) Nothing in the Act or this Part:
  - (a) affects the validity of any action done or not done or payment made in pursuance of a term of a written or partly written and partly oral residential tenancy agreement before 30 October 1989 even though the term contravenes, is ineffective or is void because of the Act or this Part, or
  - (b) except as provided by subclause (2), affects any right or remedy which a landlord or a tenant under such an agreement would have had but for the Act or this Part in relation to any such action or omission or payment or any breach of the agreement that occurred before that date.
- (2) A landlord or tenant may not, on and from 30 October 1989, terminate a written or partly written and partly oral residential tenancy agreement made before that date, except in accordance with the Act.

Residential Tenancies Regulation 2006

Standard Form Agreement (not exceeding 3 years)

Schedule 1

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## Schedule 1 Standard Form Agreement (not exceeding 3 years)

(Clause 6 (1) (a))

### Standard form residential tenancy agreement (where tenancy is for a term not exceeding 3 years)

This Agreement is in 2 parts:

Part 1—Sets out the terms of the agreement.

Part 2—Contains the condition report in respect of the residential premises.

**IMPORTANT NOTES ABOUT THIS AGREEMENT**

1. The tenant is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The landlord or the landlord's agent must give the tenant a copy of the *The Renting Guide: Your basic rights and responsibilities as a tenant*, as published by the NSW Office of Fair Trading.
3. The landlord is required to give the tenant a copy of this agreement for the tenant to keep.

**Part 1 Terms of agreement****THIS AGREEMENT is made on** \_\_\_\_\_ **at** \_\_\_\_\_ **NSW****BETWEEN****LANDLORD:**

(Name/s):

(ACN):

(Address):

(Name of landlord's agent):

(ACN):

(Address):

**AND****TENANT:**

(Name/s):

Other people who will ordinarily live at the premises may be listed here [*cross out if not needed*]:**PREMISES:**

The landlord gives the tenant the right to occupy the premises at:

and the following parking space and storeroom [*cross out if not needed*]:

The premises are unfurnished/The premises are furnished/The furniture and furnishings set out in the condition report are included.

[*Cross out whichever is not needed.*]

No more than \_\_\_\_\_ persons may ordinarily live in the premises at any one time.

## Residential Tenancies Regulation 2006

## Schedule 1 Standard Form Agreement (not exceeding 3 years)

**RENT:**

The rent is \$ payable every starting on / / .

The tenant must pay in advance on the of every

The rent must be paid:

- (a) to the landlord, or the landlord's agent, at , or
- (b) at any other reasonable place the landlord names in writing, or
- (c) into the following account , or any other account nominated by the landlord.

Payment must be made by the following method [*eg in cash, by cheque, by bank account deposit or by any other method agreed to and set out here*]:

**TERM:**

The term of this agreement is , beginning on / / and ending on / /

**CONTINUATION:**

At the end of the term the tenant can stay in the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Tenancies Act 1987) but otherwise under the same terms unless or until the agreement is ended in accordance with the *Residential Tenancies Act 1987*.

**RENTAL BOND** [*cross out if there is not going to be a bond*]:

A rental bond of \$ must be paid by the tenant to the landlord or the landlord's agent on or before signing this agreement.

**THE AGREEMENT**

1. **The landlord agrees** to give the tenant:
  - 1.1 a copy of this agreement at or before the time the agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 1.2 a copy of the agreement signed by both the landlord and the tenant as soon as reasonably practicable.

**RENT**

2. **The tenant agrees** to pay rent on time.
3. **The landlord agrees** to provide a receipt for any rent paid to the landlord or to ensure that the landlord's agent provides a receipt for any rent paid to the agent. If the rent is not paid in person, the landlord agrees only to make the receipt available for collection by the tenant or to post it to the tenant. (The landlord is not required to provide or make available a receipt if rent is paid into the landlord's account.)

**PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES**

4. **The landlord agrees** to pay:
  - 4.1 Council rates, and
  - 4.2 for water, other than water that the tenant has agreed to pay for under clauses 5.3 and 5.4 of this agreement, and
  - 4.3 land taxes, and



## Residential Tenancies Regulation 2006

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Schedule 1

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- 4.4 the cost of installing any meters to measure the supply of water, electricity or gas, and
  - 4.5 charges under any other Act for the residential premises.
  - 5. **The tenant agrees to pay:**
    - 5.1 for electricity, and
    - 5.2 for gas, and
    - 5.3 for excess water, and
    - 5.4 any other charge for water set out in the additional terms of this agreement if the charge for water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable, and
    - 5.5 any excess garbage or sanitary charges, and
    - 5.6 any charges for pumping out a septic system.

**POSSESSION OF THE PREMISES**

- 6. **The landlord agrees:**
  - 6.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
  - 6.2 there is no legal reason that the landlord knows about, or should know about when signing this agreement, why the premises cannot be used as a residence for the term of this agreement.

**TENANT'S RIGHT TO QUIET ENJOYMENT**

- 7. **The landlord agrees:**
  - 7.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord, and
  - 7.2 that the landlord or the landlord's agent will not interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of the tenant in using the premises.

**USE OF THE PREMISES**

- 8. **The tenant agrees:**
  - 8.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
  - 8.2 not to cause or permit a nuisance, and
  - 8.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours.

**LANDLORD'S ACCESS TO THE PREMISES**

- 9. **The landlord,** the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

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- 9.1 in an emergency (including entry for the purpose of carrying out urgent repairs), or
- 9.2 if the Consumer, Trader and Tenancy Tribunal so orders, or
- 9.3 if there is good reason for the landlord to believe the premises are abandoned, or
- 9.4 to inspect the premises, if the tenant gets 7 days' notice (no more than 4 inspections are allowed in any period of 12 months), or
- 9.5 to carry out necessary repairs, if the tenant gets 2 days' notice on each occasion, or
- 9.6 to show the premises to prospective buyers or mortgagees on a reasonable number of occasions, if the tenant gets reasonable notice on each occasion, or
- 9.7 to show the premises to prospective tenants on a reasonable number of occasions if the tenant gets reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement), or
- 9.8 to install a smoke alarm or replace a battery in a smoke alarm in the residential premises, if the tenant gets 2 days' notice on each occasion, or
- 9.9 if the tenant agrees.
10. **If a person has power** to enter the residential premises under clause 9.4, 9.5, 9.6 or 9.7 of this agreement the person:
- 10.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 10.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time.
11. **Except in an emergency** (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

**CLEANLINESS, REPAIRS AND DAMAGE TO THE PREMISES**

12. **The landlord agrees:**
- 12.1 to make sure the residential premises are reasonably clean and fit to live in, and
- 12.2 to keep the premises in reasonable repair, considering the age of, the amount of rent paid for and the prospective life of the premises.
13. **The tenant agrees:**
- 13.1 to keep the residential premises reasonably clean, and
- 13.2 to notify the landlord as soon as practicable of any damage to the premises, and
- 13.3 not to intentionally or negligently cause or permit any damage to the premises, and
- 13.4 when the agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential premises that forms part of this agreement.
- Note.** The condition report that forms part of this agreement is the condition report set out in Part 2 of this agreement unless:
- (a) the agreement is a renewed agreement, and
- (b) the landlord and tenant have agreed that clause 28 of this agreement applies, and

## Residential Tenancies Regulation 2006

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Schedule 1

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- (c) a date has been inserted in clause 28, in which case the specified earlier agreement forms part of this agreement.

**ALTERATIONS AND ADDITIONS TO THE PREMISES****14. The tenant agrees:**

- 14.1** not to attach any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 14.2** not to remove, without the landlord's written permission, any fixture attached by the tenant, and
- 14.3** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 14.4** to repair any damage caused by removing the fixture or compensate the landlord for the cost of repair, if the landlord asks.

- 15. The landlord agrees** to compensate the tenant as soon as possible for the value of a fixture attached by the tenant if the landlord refuses to allow its removal.

**URGENT REPAIRS**

- 16. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) the tenant has incurred for making urgent repairs (of the type set out below) so long as:

- 16.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 16.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 16.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 16.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 16.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 16.6** the tenant as soon as possible gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

- 17.** The type of urgent repairs to the residential premises for which the landlord agrees to make payment are repairs to:

- 17.1** a burst water service, or
- 17.2** a blocked or broken lavatory system, or
- 17.3** a serious roof leak, or
- 17.4** a gas leak, or
- 17.5** a dangerous electrical fault, or
- 17.6** flooding or serious flood damage, or
- 17.7** serious storm or fire damage, or
- 17.8** a failure or breakdown of the gas, electricity or water supply to the premises, or

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**17.9** a failure or breakdown of any essential service on the premises for hot water, cooking, heating or laundering, or

**17.10** any fault or damage that causes the premises to be unsafe or not secure.

Tradesperson/s:

**LOCKS AND SECURITY DEVICES****18. The landlord agrees:**

**18.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

**18.2** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the tenant agrees, and

**18.3** to give the tenant a copy of the key or opening device or information to open any lock or security device which is added or altered, except where the tenant agrees not to be given a copy or the Tribunal so orders.

**19. The tenant agrees:**

**19.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the landlord agrees, and

**19.2** to give the landlord a copy of the key or opening device or information to open any lock or security device which is altered or added, except where the landlord agrees not to be given a copy or the Tribunal so orders.

**SMOKE ALARMS****19A. The landlord agrees:**

**19A.1** to install any smoke alarms that are required by law to be installed on the residential premises, and

**19A.2** not to remove or interfere with the operation of any such smoke alarm except with reasonable excuse, and

**19A.3** if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that a new battery is installed in the smoke alarm at the beginning of the term of this agreement and, if the battery needs to be replaced at any time, and the tenant is physically unable to change the battery, to replace the battery with a new battery as soon as reasonably practicable after being notified that the battery needs to be replaced.

**19B. The tenant agrees:**

**19B.1** not to remove or interfere with the operation of any smoke alarm installed on the residential premises except with reasonable excuse, and

**19B.2** if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that the battery is replaced whenever necessary or, if the tenant is physically unable to change the battery, to notify the landlord as soon as reasonably practicable after becoming aware that the battery needs to be replaced, and

**19B.3** to notify the landlord if any smoke alarm installed on the residential premises is not functioning properly.

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#### TENANT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS

20. **The tenant agrees** to be responsible to the landlord for any act or omission by any person the tenant allows on the residential premises who breaks any of the terms of the agreement.

#### RIGHT TO ASSIGN OR SUB-LET

21. **A tenant** may with the landlord's prior permission assign the whole or part of the tenant's interest under this agreement or sub-let the residential premises.
22. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

#### LANDLORD'S CHANGE OF ADDRESS

23. **The landlord agrees:**
- 23.1 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 23.2 if the name or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name or business address, as appropriate, within 14 days, and
- 23.3 if the landlord or landlord's agent is a corporation and the name of the secretary or other responsible agent of the corporation changes or the address of the registered office of the corporation changes, to give the tenant notice in writing of the change within 14 days.

#### CHANGE OF ADDRESS OF CERTAIN TENANTS

24. **The tenant** (who is a corporation other than a statutory corporation) **agrees**, if the address of the registered office of the tenant changes, to give the landlord notice in writing of the changed address.

#### COPY OF CERTAIN BY-LAWS TO BE PROVIDED

25. **The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 1996, the Strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989.

#### MITIGATION OF LOSS

26. **The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

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**RENTAL BOND**

27. **The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the Consumer, Trader and Tenancy Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim.

**AGREEMENT TO USE PREVIOUS CONDITION REPORT**

28. **The landlord and tenant agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated [insert a date if the landlord and tenant agree to this clause] forms part of this agreement.

**ADDITIONAL TERMS**

*Additional terms may be included in this agreement if:*

- (a) *both the landlord and tenant agree to the terms, and*
- (b) *they do not conflict with the Residential Tenancies Act 1987 or any other Act, and*
- (c) *they do not conflict with the standard terms of this agreement.*

**ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.**

**ADDITIONAL TERM ABOUT WATER**

*[Cross out this clause if it is not applicable]*

29. **The tenant agrees** to pay for all water used during the term of the agreement (in addition to any excess water for which the tenant has agreed to pay under clause 5.3) where the charge for the water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable.

**Notes.****1. Definitions**

In this agreement:

**"landlord"** means the person who grants the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns,

**"landlord's agent"** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises,

**"regulations"** means regulations under the Residential Tenancies Act 1987,

**"rental bond"** means money paid by the tenant as security to carry out this agreement,

**"residential premises"** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence,

**"tenancy"** means the right to occupy residential premises under this agreement,

**"tenant"** means the person who has the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns.

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**2. Notes on ending the tenancy**

The first step to end a tenancy is, almost always, for the landlord or the tenant to give a notice of termination. The tenancy ends when the tenant moves out, on or after the day specified in the notice, or when the Consumer, Trader and Tenancy Tribunal orders the tenancy to end.

**3. Notices of termination**

- (1) A notice of termination must:
  - (a) be in writing, and
  - (b) state the address of the rented premises, and
  - (c) be signed and dated, and
  - (d) allow the required period of time, and
  - (e) give the date the tenant intends to, or is requested to, move out on, and
  - (f) give the reasons for ending the agreement (if any), and
  - (g) be properly given.
- (2) If the notice is given by or on behalf of a landlord, the notice must state that "information about the tenant's rights and obligations can be found in the residential tenancy agreement".

**4. How notices are properly given**

- (1) A notice of termination **given to a tenant** may be:
  - (a) posted to the tenant's home, or
  - (b) given to the tenant personally, or
  - (c) given to a person aged over 16 who normally pays the rent, or
  - (d) given to a person aged over 16 at the premises to pass on to the tenant.
- (2) A notice of termination **given to a landlord** may be:
  - (a) posted to the landlord's address, or
  - (b) given to the landlord (or to the landlord's agent) personally, or
  - (c) posted or faxed to the landlord's agent's place of business, or
  - (d) given to a person aged over 16 who normally collects the rent.

**5. When and how much notice can be given?**

- (1) When and how much notice can be given depends on the type of residential tenancy agreement and the reasons for giving notice.
- (2) There are 2 types of agreements; "fixed term agreements" and "continuing agreements":
  - (a) a "**fixed term agreement**" is one that is for a specified period of time and ends on a specified date. If the date this agreement is due to end (see page 1 of this agreement) has not passed you are still on a fixed term agreement, and
  - (b) a "**continuing agreement**" does not end on a specified date. These agreements usually begin when a fixed term agreement expires and a new one is not entered into, although an agreement can be a continuing one from the beginning.

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## Schedule 1 Standard Form Agreement (not exceeding 3 years)

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**6. How to end a fixed term agreement**

A fixed term agreement may be ended for the following reasons, provided that at least 14 days' notice is given:

- (a) if the tenant breaks one of the agreement's terms,
- (b) if the tenant is more than 14 days in arrears of rent,
- (c) if the landlord breaks one of the agreement's terms,
- (d) if the landlord or tenant want to end the tenancy at the end of a fixed term agreement (in which case, notice can be given until the final day of the fixed term period, otherwise the agreement becomes a continuing agreement).

**7. How to end a continuing agreement**

- (1) Unlike fixed term agreements, the amount of notice that a tenant or a landlord must give to end a continuing agreement is not always the same.
- (2) A continuing agreement may be ended by a landlord in the following ways:
  - (a) without stating a reason (in which case at least 60 days' notice must be given),
  - (b) on exchange of a sale contract that requires vacant possession of the rented premises (in which case at least 30 days' notice must be given),
  - (c) if the tenant breaks one of the agreement's terms or is more than 14 days in arrears of rent (in which case at least 14 days' notice must be given).
- (3) A continuing agreement may be ended by a tenant:
  - (a) without reason (in which case at least 21 days' notice must be given), or
  - (b) if the landlord breaks one of the agreement's terms (in which case at least 14 days' notice must be given).

**8. Vacant possession**

A notice of termination does not end the tenancy by itself. The tenant must return vacant possession of the premises to the landlord, on or after the day specified in the notice, for the tenancy to end. An application may be made to the Consumer, Trader and Tenancy Tribunal if the tenant does not vacate when required.

**9. Warning**

It is an offence for any person to obtain possession of the premises without an order of the Consumer, Trader and Tenancy Tribunal if the tenant does not willingly move out. Fines and compensation can be ordered by a court in relation to such offences.

**10. Rent increases**

- (1) The landlord cannot increase the rent during the fixed term unless the agreement sets out the amount of the increase or the method of calculating the amount of the rent increase.
- (2) The tenant must get **60 days'** notice in writing if the landlord wants to increase the rent. This applies even when the agreement provides for, or permits, a rent increase. Where a notice of an increase has been given and the landlord and tenant subsequently agree to a lesser increase than in the notice, the landlord does not need to give a further 60 days' notice.
- (3) The tenant can apply to the Consumer, Trader and Tenancy Tribunal within **30 days** of getting the notice of the rent increase for an order that the rent increase is excessive, having regard to the general market level of rents for similar premises in similar locations.



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Schedule 1

- (4) If the landlord has reduced or withdrawn any goods, services or facilities, the tenant can at any time apply to the Tribunal for an order that the rent is excessive.

**THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT (WHICH INCLUDES THE CONDITION REPORT) AND AGREE TO ALL ITS TERMS.**

**SIGNED BY THE LANDLORD**

in the presence of [*Name of witness*]

[*Signature of landlord*]:

[*Signature of witness*]:

**SIGNED BY THE TENANT**

in the presence of [*Name of witness*]

[*Signature of tenant*]:

[*Signature of witness*]:

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of *The Renting Guide: Your basic rights and responsibilities as a tenant*, as published by the NSW Office of Fair Trading.

[*Signature of tenant*]:

**Part 2 Condition report**

**ADDRESS OF PREMISES:**

**HOW TO COMPLETE**

1. Three copies of this condition report are filled out and signed by the landlord or the landlord's agent.
2. The landlord or the landlord's agent record the condition of the residential premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column (see example below).
3. Two copies of the report which have been filled in and signed by the landlord or the landlord's agent are given to the tenant at or before the time of entering into the agreement. The landlord keeps the third copy.
4. The tenant indicates agreement or disagreement with the condition indicated by the landlord or landlord's agent by placing "Y" (YES) or "N" (NO) in the appropriate columns (see example below).
5. The tenant returns one copy of the completed condition report to the landlord or landlord's agent and keeps the second copy.
6. At, or as soon as practicable after, the termination of a residential tenancy agreement, both the landlord and tenant should complete the copy of the condition report that they retained, indicating the condition of the premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.

**IMPORTANT NOTES ABOUT THIS REPORT**

1. This condition report is an important record of the condition of the premises when the tenancy begins.
2. At the end of the tenancy the premises will be inspected and the condition of the premises at that time will be compared to that stated in the original condition report.

## Residential Tenancies Regulation 2006

## Schedule 1 Standard Form Agreement (not exceeding 3 years)

3. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the premises.
4. If the tenant disagrees with the landlord's condition report this must be confirmed in writing, preferably on the condition report, either by placing "N" (NO) in the appropriate column and by making an appropriate comment alongside that column.
5. The Consumer, Trader and Tenancy Tribunal has the power to hear disputes about the validity of a condition report.

**EXAMPLE****CONDITION REPORT**

Condition of premises at start of tenancy					
	Clean	Undamaged	Working	Tenant agrees	Comments
<b>ENTRANCE</b>					
walls/ceiling	Y	Y		N	crack in wall over door
doors/windows/screens	Y	N		Y	window screen torn
blinds/curtains	Y	N		Y	cord broken, no curtains
lights/power points	Y	Y	Y	Y	
floor coverings	N	Y		Y	carpet stain near window
other					
<b>LOUNGE</b>					
walls/ceiling	Y	Y		Y	
doors/windows/screens	Y	Y	Y	Y	
blinds/curtains	Y	Y	Y	Y	no curtains
lights/power points	Y	Y	Y	N	light shade cracked
floor coverings	Y	Y		Y	
television points	Y	Y	?	Y	unable to test (working)
heating					
other					
bar area	Y	N	Y		glass shelf broken, mirror cracked

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**CONDITION REPORT**

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
ENTRANCE									
walls/ceiling									
doors/ windows/ screens									
blinds/ curtains									
lights/power points									
floor/ coverings									
other									
LOUNGE									
walls/ceiling									
doors/ windows/ screens									
blinds/ curtains									
lights/power points									
floor/ coverings									
television points									
heating									
other									
DINING									
walls/ceiling									
doors/ windows/ screens									
blinds/ curtains									
lights/power points									

## Residential Tenancies Regulation 2006

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Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
KITCHEN									
BEDROOM 1									

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Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
				lights/power points					
				floor/coverings					
				other					
				BEDROOM 2					
				walls/ceiling					
				doors/windows/screens					
				blinds/curtains					
				lights/power points					
				floor/coverings					
				other					
				BEDROOM 3					
				walls/ceiling					
				doors/windows/screens					
				blinds/curtains					
				lights/power points					
				floor/coverings					
				other					
				OTHER ROOM					
				walls/ceiling					
				doors/windows/screens					
				blinds/curtains					
				lights/power points					

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Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments

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Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments

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Schedule 1 Standard Form Agreement (not exceeding 3 years)

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WATER METER READING:

FURNITURE: (See attached list)

Landlord/agent's

Signature:

Tenant's

Signature:

Date:

LANDLORD'S PROMISE TO UNDERTAKE WORK [*Delete if not required*]

The landlord agrees to undertake the following cleaning, repairs, additions or other work during the tenancy:

The landlord agrees to complete that work by:

Landlord/agent's

Signature:

Tenant's

Signature:

Date:

**Note.** Further items and comments may be added on a separate sheet signed by the landlord/agent and the tenant and attached to this report.



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Standard Form Agreement (exceeding 3 years)

Schedule 2

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## Schedule 2 Standard Form Agreement (exceeding 3 years)

(Clause 6 (1) (b))

### Standard form residential tenancy agreement (where tenancy is for a term exceeding 3 years)

#### IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The tenant is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The landlord or the landlord's agent must give the tenant a copy of the *The Renting Guide: Your basic rights and responsibilities as a tenant*, as published by the NSW Office of Fair Trading.
3. The landlord is required to give the tenant a copy of this agreement for the tenant to keep.

#### Part 1 Terms of agreement

**THIS AGREEMENT is made on** \_\_\_\_\_ **at** \_\_\_\_\_ **NSW**

**BETWEEN**

#### **LANDLORD:**

(Name/s):

(ACN):

(Address):

(ACN):

(Name of landlord's agent):

(ACN):

(Address):

**AND**

#### **TENANT:**

(Name/s):

Other people who will ordinarily live at the premises may be listed here [*cross out if not needed*]:

#### **PREMISES:**

The landlord gives the tenant the right to occupy the premises at:

and the following parking space and storeroom [*cross out if not needed*]:

The premises are unfurnished/The premises are furnished/The furniture and furnishings set out in the condition report are included.

[*Cross out whichever is not needed.*]

No more than \_\_\_\_\_ persons may ordinarily live in the premises at any one time.

#### **RENT:**

The rent is \$ \_\_\_\_\_ payable every \_\_\_\_\_ starting on \_\_\_\_ / \_\_\_\_ /

The tenant must pay in advance on the \_\_\_\_\_ of every \_\_\_\_\_

## Residential Tenancies Regulation 2006

## Schedule 2 Standard Form Agreement (exceeding 3 years)

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The rent must be paid:

- (a) to the landlord, or the landlord's agent, at: \_\_\_\_\_, or
- (b) at any other reasonable place the landlord names in writing, or
- (c) into the following account:  
or any other account nominated by the landlord.

Payment must be made by the following method [*eg in cash, by cheque, by bank account deposit or by any other method agreed to and set out here*]:

**TERM:**

The term of this agreement is \_\_\_\_\_, beginning on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and ending on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**CONTINUATION:**

At the end of the term the tenant can stay in the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Tenancies Act 1987) but otherwise under the same terms unless or until the agreement is ended in accordance with the Residential Tenancies Act 1987.

**RENTAL BOND** (*cross out if there is not going to be a bond*):

A rental bond of \$ \_\_\_\_\_ must be paid by the tenant to the landlord or the landlord's agent on or before signing this agreement.

**THE AGREEMENT**

1. **The landlord agrees** to give the tenant:
  - 1.1 a copy of clauses 2–27 (clause 13.4 excepted) of the standard form residential tenancy agreement set out in Part 1 of Schedule 1 to the Residential Tenancies Regulation 2006, at or before the time this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 1.2 a copy of the notes forming part of that standard form agreement (other than Part 2 of that standard form) before the time this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 1.3 a copy of this agreement at or before the time the agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 1.4 a copy of the agreement signed by both the landlord and the tenant as soon as reasonably practicable.

**TERMS OF THIS AGREEMENT**

2. **The landlord and tenant agree** that clauses 2–27 (clause 13.4 excepted) of the standard form residential tenancy agreement set out in Part 1 of Schedule 1 to the Residential Tenancies Regulation 2006 are terms of this agreement as if they were set out in this agreement.

Residential Tenancies Regulation 2006

Standard Form Agreement (exceeding 3 years)

Schedule 2

### AGREEMENT TO PREPARE CONDITION REPORT

3. **The landlord agrees** to prepare and complete a condition report as required by this clause (unless this agreement is a renewed agreement, the landlord and tenant have agreed that clause 5 of this agreement applies, and a date has been inserted in clause 5).

**The landlord agrees:**

3.1 to prepare, or to ensure that the landlord's agent prepares, 3 copies of a condition report in the form set out in Part 2 of Schedule 1 to the Residential Tenancies Regulation 2006, and

3.2 to record, or to ensure that the landlord's agent records, on that report the condition of the residential premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column, and

3.3 to give 2 copies of the report to the tenant at or before the time of entering into the agreement.

4. **The tenant agrees** to do the following (unless this agreement is a renewed agreement, the landlord and tenant have agreed that clause 5 of this agreement applies, and a date has been inserted in clause 5):

4.1 to indicate on that report the tenant's agreement or disagreement with the condition indicated by the landlord or landlord's agent by placing "Y" (YES) or "N" (NO) in the appropriate column,

4.2 to return a copy of the completed condition report to the landlord or landlord's agent within 7 days of receiving the report.

### AGREEMENT TO USE PREVIOUS CONDITION REPORT

5. **The landlord and tenant agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated [insert a date if the landlord and tenant agree to this clause] forms part of this agreement.

### CONDITION OF PREMISES

6. **The tenant agrees**, when this agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential premises that forms part of this agreement. If the condition report for the premises is one referred to in clause 5 of this agreement, the condition of the premises noted in that report is to be adjusted to take account of fair wear and tear since that report was completed.

### ADDITIONAL TERMS

*Additional terms may be included in this agreement if:*

- (a) *both the landlord and tenant agree to the terms, and*
- (b) *they do not conflict with the Residential Tenancies Act 1987 or any other Act, and*
- (c) *they do not conflict with the standard terms of this agreement.*

**ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.**

## Residential Tenancies Regulation 2006

Schedule 2 Standard Form Agreement (exceeding 3 years)

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**ADDITIONAL TERM ABOUT WATER***(Cross out this clause if it is not applicable)*

7. **The tenant agrees** to pay for all water used during the term of the agreement (in addition to any excess water for which the tenant has agreed to pay under clause 5.3 of the agreement set out in Schedule 1 to the Residential Tenancies Regulation 2006) where the charge for the water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable.

**THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.****SIGNED BY THE LANDLORD**in the presence of *[Name of witness]**[Signature of landlord]:**[Signature of witness]:***SIGNED BY THE TENANT**in the presence of *[Name of witness]**[Signature of tenant]:**[Signature of witness]:*

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of *The Renting Guide: Your basic rights and responsibilities as a tenant*, as published by the NSW Office of Fair Trading.

*[Signature of tenant]:*

Residential Tenancies Regulation 2006

Warrant for possession

Schedule 3

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## Schedule 3 Warrant for possession

(Clause 32)

### Warrant for enforcement of order for possession

Residential Tenancies Act 1987

To all sheriff's officers:

#### Why is this warrant being issued?

On \_\_\_\_\_, the Consumer, Trader and Tenancy Tribunal sitting at \_\_\_\_\_ made the following orders:

- (a) an order terminating the residential tenancy agreement between \_\_\_\_\_ and \_\_\_\_\_
- (b) an order for possession of the residential premises at \_\_\_\_\_ in New South Wales
- (c) an order that the operation of the order for possession be suspended for a period of \_\_\_\_\_ days from the date of the order [*Delete if not applicable*].

An application was made by the person in whose favour the order was made for the enforcement of the order for possession of the premises.

I am satisfied that the order has not been complied with, or that a condition of suspension of the order has not been complied with.

#### What does this warrant authorise?

This warrant authorises any sheriff's officer to enter the residential premises and take all steps that are reasonably necessary to give possession to the landlord.

#### Police assistance

A sheriff's officer may request that any member of the police force assist the sheriff's officer to enforce the order for possession.

#### Use of force

The sheriff's officer or member of the police force enforcing the order for possession is authorised to use such force as is reasonably necessary to enforce the order for possession.

#### Production of this warrant

The sheriff's officer or member of the police force enforcing the order for possession must produce this warrant if asked.

#### Issue details

Date of issue of warrant:

This warrant must be executed within 28 days of its issue.

## Residential Tenancies Regulation 2006

Schedule 3      Warrant for possession

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**Signature**

Signed by me:

Chairperson/Deputy Chairperson/Member/Registrar/Deputy Registrar (*delete whichever is not applicable*) of the Consumer, Trader and Tenancy Tribunal.

(Print name):

(Signature):

**Case information**

Consumer, Trader and Tenancy Tribunal Registry:

Phone No.:

Name and address of landlord/agent:

Phone No. of landlord/agent:

Tenant's Phone No.:

File No.:



New South Wales

# Superannuation Regulation 2006

under the

Superannuation Act 1916

Her Excellency the Governor, on the recommendation of STC, and with the advice of the Executive Council, has made the following Regulation under the *Superannuation Act 1916*.

JOHN DELLA BOSCA, M.L.C.,  
Minister for Finance

## Explanatory note

The object of this Regulation is to remake, without any changes of substance other than the omission of a spent transitional provision, the *Superannuation Regulation 2001*, which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

This Regulation:

- (a) provides for the reduction and calculation of benefits payable under the State Superannuation Scheme (*the Scheme*) to or in respect of a contributor or former contributor to the Scheme who has received early release of a benefit on the grounds of severe financial hardship or on compassionate grounds, and
- (b) provides for consent to be obtained to the reduction before the early release of benefits, and
- (c) enables pension benefits to be partly commuted to meet the amount by which the benefits are reduced, and
- (d) limits the liability of a former contributor to the Scheme for superannuation contributions surcharge arising from assessments made after benefits have been paid (or commenced to be paid) to the former contributor, being an amount of surcharge that is additional to the capped amount already deducted from the benefit to offset the surcharge (which deduction is a statutory requirement before payment of the benefit), and

Superannuation Regulation 2006

Explanatory note

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- (e) prescribes the maximum surcharge deduction amounts that may be determined by the SAS Trustee Corporation (*the Corporation*) in respect of certain periods when benefits payable to contributors or former contributors to the Scheme accrued (so that the maximum amounts correspond to the maximum surcharge rates charged by the Commonwealth in respect of those periods), and
- (f) sets out the circumstances in which the Corporation may reimburse a former contributor to the Scheme for additional superannuation contributions surcharge paid by the former contributor to the Commissioner of Taxation or, at the request of the former contributor, pay additional surcharge to the Commissioner of Taxation on behalf of the former contributor, and
- (g) enables the Corporation to reduce the benefit paid to the former contributor so as to offset additional superannuation contributions surcharge payable by the former contributor.

It is necessary to remake the provisions of the *Superannuation Regulation 2001* concerning the superannuation contributions surcharge despite the Commonwealth's abolition of the surcharge (with effect from 1 July 2005). This is because any liability for the surcharge accrued by a contributor or former contributor to the Scheme before that abolition is not affected by the abolition.

This Regulation is made under the *Superannuation Act 1916*, including sections 61RA, 61RH and 86 (the general regulation-making power).

This Regulation deals with matters of a machinery nature and matters arising under legislation that is substantially uniform or complementary with legislation of the Commonwealth.



Superannuation Regulation 2006

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## Superannuation Regulation 2006

under the

Superannuation Act 1916

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Superannuation Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Superannuation Regulation 2001* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

#### 3 Definitions

(1) In this Regulation:

**additional surcharge amount** means the amount of superannuation contributions surcharge assessed to be payable by a post payment surcharge assessment notice.

**Commissioner of Taxation** means the person holding office for the time being as the Commissioner of Taxation under a law of the Commonwealth.

**post payment surcharge assessment notice** means a notice of assessment of superannuation contributions surcharge under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997* of the Commonwealth in respect of the employer contributions paid to the Fund on behalf of a former contributor, being a notice that is received (on or after 25 June 2004) by the former contributor after a benefit has commenced to be paid, or has been paid, to the former contributor.

**surcharge debt account** has the same meaning as in section 61RA of the Act.

**surcharge deduction cap** means the maximum surcharge deduction amount that may be determined by STC under section 61RA (1C) of the Act in relation to a benefit payable to a former contributor.

**the Act** means the *Superannuation Act 1916*.

Superannuation Regulation 2006

Clause 3

Preliminary

Part 1

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*total surcharge amount*, in respect of a former contributor, means the sum of:

- (a) the total amount of superannuation contributions surcharge that has been assessed to be payable in respect of employer contributions paid to the Fund on the contributor's behalf up to and including the date on which the former contributor receives a post payment surcharge assessment notice, and
  - (b) the amount (if any) of general interest charged in respect of the additional surcharge amount payable under that notice, and
  - (c) the amount of interest (if any) payable in respect of the surcharge debt account kept in respect of the former contributor.
- (2) Notes included in this Regulation do not form part of this Regulation.

Clause 4 Superannuation Regulation 2006

Part 2 Reduction of benefits

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## Part 2 Reduction of benefits

### 4 Application of Part

The benefits under the following provisions of the Act may be the subject of a reduction under this Part:

- (a) section 27 (Amount of pension payable on retirement),
- (b) section 28A (Pension on retirement before reaching 60 years of age),
- (c) section 28AA (Pension on retirement before age 60—component pension),
- (d) section 29 (Breakdown pensions),
- (e) section 30 (Pensions to spouse or de facto partner on death of contributor),
- (f) section 37 (Retrenchment benefits payable to an employee who is retrenched after completing 10 years' service),
- (g) section 37A (Retrenchment benefits payable to contributors having not less than 3 years' contributory service),
- (h) section 37B (Deferral of payment of benefits on retrenchment),
- (i) section 38A (Withdrawal benefit),
- (j) section 47D (Benefits payable in respect of reduced value units),
- (k) Division 3A of Part 4 (Voluntarily deferred benefits),
- (l) Division 3B of Part 4 (Deferral of benefit for contributors aged 55 years and over in certain circumstances),
- (m) Division 3D of Part 4 (Compulsory preservation of benefits).

### 5 Reduction of benefits

- (1) This clause applies to the reduction of benefits payable to or in respect of a contributor or former contributor (other than a benefit payable under section 61RF or 61RG of the Act) to whom a benefit has been released under section 61RF (that is, on the grounds of the contributor's or former contributor's severe financial hardship) or under section 61RG (that is, on compassionate grounds).
- (2) If a benefit is released to a former contributor who has provided for a benefit under Division 3A or 3B of Part 4 of the Act, or had a benefit preserved under the Act, STC must, on and from the date of release, calculate the amount of any benefit provided for or preserved (in the case of both a pension and lump sum) and reduce that amount by the amount of benefit released. The amount of benefit payable when the benefit provided for or preserved is payable is to be reduced accordingly.

Superannuation Regulation 2006

Clause 6

Reduction of benefits

Part 2

- 
- (3) In any other case, STC must create a debt account in the Fund in respect of the contributor and must when a benefit is payable reduce the benefit that is payable by the amount debited to the debt account at the time the benefit is payable.
  - (4) Despite subclause (3), if a benefit is deferred or preserved under the Act after the release to the contributor concerned of a benefit and before a benefit is otherwise payable, STC must, on and from the date the benefit is deferred or preserved, calculate the amount of benefit deferred or preserved (in the case of both a pension and lump sum) and reduce that amount by the amount debited to the debt account at the time the benefit is deferred or preserved. The amount of benefit payable when the deferred or preserved benefit is payable is to be reduced accordingly.
  - (5) The amount debited to the debt account is to be the amount of benefit released together with interest on that amount at a rate determined by STC.
  - (6) STC may obtain actuarial advice for the purpose of determining the amount of a reduced benefit.
  - (7) For the purposes of subclauses (2) and (4), STC may determine which component or components of a benefit are to be reduced.

## 6 Consent to benefit reduction

Before releasing a benefit under section 61RF of the Act (that is, on the grounds of a contributor's or former contributor's severe financial hardship) or under section 61RG of the Act (that is, on compassionate grounds), STC must obtain the written consent of the contributor or former contributor to the reduction of benefits as a consequence of the early release.

## 7 Further reduction of certain benefits resulting from liability for superannuation contributions surcharge: section 61RA (5)

- (1) STC may, at the request of a former contributor:
  - (a) adjust the amount of a benefit payable to the former contributor by reducing the benefit by an amount (the *reduction amount*) that is equivalent to the lesser of:
    - (i) the additional surcharge amount, and
    - (ii) the amount (not being less than nil) that is equal to the amount of the surcharge deduction cap less any previously met surcharge liability, and
  - (b) pay an amount that is equal to the reduction amount to the former contributor or the Commissioner of Taxation.

Clause 8 Superannuation Regulation 2006

Part 2 Reduction of benefits

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- (2) In subclause (1), *previously met surcharge liability* means the sum of:
- (a) all amounts paid by the former contributor to STC or the Commissioner of Taxation in relation to the total surcharge amount of the former contributor, and
  - (b) all amounts in respect of which adjustments relating to the benefit of the former contributor have previously been made under this clause or the Act in relation to superannuation contributions surcharge.
- (3) For the purposes of determining an adjustment under this clause, STC may obtain actuarial advice or advice from any other persons, as STC thinks fit.
- (4) This clause does not authorise STC to pay any amount that would result in payments made to or on behalf of the former contributor exceeding the total benefits to which the former contributor is entitled.

#### **8 Commutation of pensions for reduction of benefits**

- (1) If a determination is made under this Part reducing a benefit that may be taken in the form of a pension, STC may, at its discretion and with the consent of the person to whom the pension is payable, commute part of the pension to a lump sum for the purposes of the payment to STC of the amount of the reduction.
- (2) Commutation of part of the pension:
- (a) does not affect any other right that the person has to commute the pension under the Act, and
  - (b) is not to be taken into account for the purpose of determining whether, and to what extent, any such other right may be exercised, and
  - (c) is to be done on a basis determined by STC.
- (3) STC may obtain actuarial advice for the purpose of determining the basis on which part of a pension is to be commuted under this clause.

Superannuation Regulation 2006

Clause 9

Miscellaneous

Part 3

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## Part 3 Miscellaneous

### 9 Payment by STC in relation to post payment surcharge assessment notice received by former contributor

- (1) If the total surcharge amount in respect of a former contributor who has paid an additional surcharge amount to the Commissioner of Taxation exceeds the surcharge deduction cap, STC may reimburse the former contributor by paying to the former contributor an amount equal to the amount by which the total surcharge amount exceeds the surcharge deduction cap, less any amount previously reimbursed to or paid in respect of the former contributor by STC under this clause or the Act for the purposes of superannuation contributions surcharge.
- (2) STC may, at the request of a former contributor who has received a post payment surcharge assessment notice with respect to an additional surcharge amount that would, if paid, result in, or that has resulted in, the total surcharge amount exceeding the surcharge deduction cap, pay to the Commissioner of Taxation on behalf of the former contributor an amount equal to the amount by which the total surcharge amount exceeds the surcharge deduction cap, less any amount previously reimbursed to or paid in respect of the former contributor by STC under this clause or the Act for the purposes of superannuation contributions surcharge.

**Note.** Clause 7 provides for further reduction of certain benefits resulting from the liability of a former contributor for superannuation contributions surcharge.

### 10 Limitation on payment of penalty interest

Clauses 7 and 9 do not authorise STC to pay any amount of general interest charged in respect of an additional surcharge amount payable under a post payment surcharge assessment notice unless the request for the payment is made within such period after the notice is received as STC considers reasonable.

### 11 Surcharge deduction: maximum amount

For the purposes of section 61RA (1C) of the Act, the surcharge deduction amount determined by STC must not exceed the sum of:

- (a) an amount that is 15% of the employer-financed portion of that part of the benefit payable to the contributor or former contributor that accrued after 20 August 1996 and before 1 July 2003, and
- (b) an amount that is 14.5% of the employer-financed portion of that part of the benefit payable to the contributor or former contributor that accrued on or after 1 July 2003 and before 30 June 2004, and

Clause 12      Superannuation Regulation 2006

Part 3          Miscellaneous

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- (c) an amount that is 12.5% of the employer-financed portion of that part of the benefit payable to the contributor or former contributor that accrued on or after 1 July 2004 and before 30 June 2005.

**12 Saving**

Any act, matter or thing that had effect under the *Superannuation Regulation 2001* immediately before the repeal of that Regulation is taken to have effect under this Regulation.





New South Wales

# Surveying Regulation 2006

under the

Surveying Act 2002

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Surveying Act 2002*.

ANTHONY KELLY, M.L.C.,  
Minister for Lands

## Explanatory note

The object of this Regulation is to repeal and remake, with minor changes of substance, the provisions of the *Surveying Regulation 2001*, which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*. The new Regulation deals with the following matters:

- (a) the practice of surveying (Part 2), including provisions with respect to:
  - (i) the general duties of a surveyor (Division 1), and
  - (ii) the adoption of datum lines and bench marks (Division 2), and
  - (iii) measurement and calculations (Division 3), and
  - (iv) the use of survey marks and monuments (Division 4), and
  - (v) the use of boundaries formed by tidal and non-tidal waters and other natural features (Division 5), and
  - (vi) the keeping of field notes (Division 6), and
  - (vii) the preparation of survey plans (Division 7), and
  - (viii) the conduct of public surveys (Division 8),
- (b) administrative matters (Part 3), including provisions with respect to:
  - (i) the constitution of the Board of Surveying and Spatial Information (Division 1), and
  - (ii) formal Board determinations (Division 2), and
  - (iii) the registration of surveyors (Division 3), and
  - (iv) complaints concerning surveyors' conduct (Division 4),

Surveying Regulation 2006

Explanatory note

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(c) other matters of a minor, consequential or ancillary nature (Parts 1 and 4).

This Regulation adopts the publication entitled *Standards and Practices for Control Surveys (SP1)*, published by the Inter-Governmental Committee on Surveying and Mapping, as that publication is in force from time to time.

This Regulation is made under the *Surveying Act 2002*, including section 36 (the general power to make regulations) and sections 3, 5, 7, 10, 15, 26, 27 and 30.

Surveying Regulation 2006

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Surveying Regulation 2006

Clause 1

Preliminary

Part 1

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## Surveying Regulation 2006

under the

Surveying Act 2002

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Surveying Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Surveying Regulation 2001*, to be repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

#### 3 Application of Regulation

This Regulation applies to all land surveys, and to all surveys referred to in section 4 or 5 of the Act, but does not apply to any mining surveys except to the extent to which the other provisions of this Regulation expressly provide and to the extent provided by an order in force under clause 4.

#### 4 Mining surveys

- (1) The Surveyor-General may, by order published in the Gazette, give directions with respect to the conduct of mining surveys.
- (2) Such an order may only be made on the recommendation of the Board.
- (3) The document entitled *Survey and Drafting Directions for Mine Surveyors*, published in March 2000 by the Department of Mineral Resources, is taken to be an order under this clause with respect to mining surveys carried out for the purposes of the *Coal Mines Regulation Act 1982* and the *Coal Mine Health and Safety Act 2002*, and may be amended and repealed accordingly.
- (4) The document entitled *Survey and Drafting Directions for Mining Surveyors*, published in December 2001 by the Department of Mineral Resources, is taken to be an order under this clause with respect to mining surveys carried out for the purposes of the *Mines Inspection*

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*Act 1901* and the *Mine Health and Safety Act 2004*, and may be amended and repealed accordingly.

## 5 Definitions

(1) In this Regulation:

**accurate AHD value**, in relation to the height above or below AHD of a survey mark, means a value equal to or better than Class “B” or Class “LD”.

**affecting interest** means an easement, restriction on the use of land, positive covenant or profit à prendre.

**AHD** means Australian Height Datum, as defined in section 3 (1) of the Act.

**appropriate accuracy**, in relation to a particular survey, means such accuracy as is reasonably attainable in relation to that survey.

**approved** means approved by the Surveyor-General.

**Board examination** means an examination (whether oral or written, or both oral and written) approved by the Board for the purposes of this definition, as set out in a formal Board determination.

**boundary mark** means a mark of the kind referred to in Schedule 2.

**Class**, followed by one or more letters or numbers, means a Class of the standard described by those letters or numbers in the *Standards and Practices for Control Surveys*.

**continuing professional development requirements** means professional development requirements approved by the Board for the purposes of this definition, as set out in a formal Board determination.

**established survey mark** means a survey mark that is described in the register of public surveys as having a horizontal position equal to or better than Class “C”.

**formal Board determination** means a determination that has been made and published by the Board under clause 75.

**GNSS** means a global navigation satellite system.

**lockspit** means a mark described as a lockspit in Schedule 2.

**mean high-water mark** means the line of mean high tide between the ordinary high-water spring and ordinary high-water neap tides.

**MGA** means Map Grid of Australia, that is, a rectangular co-ordinate system using a Universal Transverse Mercator projection with zones 6 degrees wide and based on the Geocentric Datum of Australia.

**monument** means a natural or artificial object, or a point on a natural or artificial object, that is shown on an existing survey plan held by a public authority for the purpose of locating or relocating a boundary or a point in a survey.



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**recognised practical experience**, in relation to an applicant for registration as a surveyor, means experience in which:

- (a) the applicant has been employed as a surveyor's assistant, whether in New South Wales or elsewhere, for one or more periods totalling:
  - (i) the equivalent of at least 2 years full-time employment (in the case of an application for registration as a land surveyor), or
  - (ii) the equivalent of at least 3 years full-time employment (in the case of registration as a mining surveyor),
 during the 5-year period immediately preceding the application, and
- (b) while so employed, the applicant has obtained practical experience in the conduct of land surveys or mining surveys, as the case requires, for a continuous period of at least one year.

**recognised professional training agreement** means a training agreement approved by the Board for the purposes of this definition, as set out in a formal Board determination.

**recognised qualification** means any qualification that the Board recognises to be an appropriate qualification for the purposes of this definition, as set out in a formal Board determination.

**reference mark** means a survey mark of the kind referred to in Schedule 3 or 4.

**reference station** means a GNSS base station that is described in the register of public surveys as having a horizontal position of Class "C" or better and a vertical position of Class "B" or better.

**road** includes any road, street, laneway, pathway or other means of access, either existing or proposed.

**rural survey** means a land survey that is not an urban survey.

**Standards and Practices for Control Surveys** means the publication entitled *Standards and Practices for Control Surveys (SP1)*, published by the Inter-Governmental Committee on Surveying and Mapping, as that publication is in force from time to time.

**student of surveying** means a person who is enrolled in a course of studies that leads to a recognised qualification.

**survey certificate** means a survey certificate referred to in clause 70.

**survey drafter** means a person who has such abilities and experience as the Board considers appropriate to qualify the person to be a survey drafter, as set out in a formal Board determination.

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*surveyor's assistant* means a person who has such abilities and experience as the Board considers appropriate to qualify the person to be a surveyor's assistant, as set out in a formal Board determination.

*the Act* means the *Surveying Act 2002*.

*urban survey* means a land survey of:

- (a) land that is within a zone identified in an environmental planning instrument, within the meaning of the *Environmental Planning and Assessment Act 1979*, as being residential, rural residential, commercial or industrial, or
  - (b) land on which development for residential, rural residential, commercial or industrial purposes is permitted to be carried out, whether or not pursuant to development consent under that Act.
- (2) In this Regulation, a reference to a Form is a reference to a Form set out in Schedule 1.
  - (3) Notes in the text of this Regulation do not form part of this Regulation.

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## **Part 2 Survey practice**

### **Division 1 General duties of surveyor**

#### **6 General principles of survey**

When carrying out a survey, a surveyor must, in accordance with this Part:

- (a) adopt a datum line and, if appropriate, bench marks for the survey, and
- (b) ascertain the positions of monuments relevant to the survey, and
- (c) locate or relocate the boundaries of the land surveyed, and
- (d) place appropriate survey marks for the survey, and
- (e) make complete field notes of the survey, and
- (f) if the purpose of the survey so requires, prepare a survey plan.

#### **7 Surveyor to obtain information**

A surveyor must obtain such information on public record as is necessary:

- (a) to locate or relocate the boundaries of any land to be surveyed, and
- (b) to connect the survey to the State control survey in accordance with this Part.

#### **8 Surveyor to meet requisitions**

A surveyor must promptly answer, and comply with, any requisitions from the Surveyor-General or Registrar-General.

#### **9 Surveys not requiring strict accuracy**

- (1) A surveyor may make a survey for a purpose not requiring strict accuracy under arrangements with a client, and in such a manner and with such marking as are agreed on between the surveyor and the client.
- (2) Subject to subclause (3), this Part does not apply to a survey referred to in subclause (1).
- (3) If the survey is to be lodged with a public authority and:
  - (a) the survey is of a class specified in the Surveyor-General's published directions to surveyors, the survey must comply with those directions, or

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- (b) the survey is not of a class so specified, the surveyor must obtain the Surveyor-General's approval for the survey and the survey must comply with the conditions of the approval.

#### **10 Surveys for identification or re-marking**

- (1) A surveyor may make a survey for the purpose of identifying the boundaries of a parcel of land, or of locating the parcel in relation to adjoining lands, in such manner as may be required by the nature of the survey.
- (2) A surveyor may make a survey requiring the re-marking of a parcel of land in such manner, and with such marks in such positions, as may be specially required by the relevant client.
- Note.** A survey made under this subclause may not be used for the purpose of any disposition of land or any interest in land.
- (3) This clause and clauses 6 (a), (b), (c) and (e), 7, 14, 19, 22, 26, 33 and 52–58, but no other provisions of this Part, apply to a survey referred to in subclause (1) or (2).

#### **11 Effect of contravention of Part**

A surveyor who fails to comply with any requirement of this Part is not guilty of an offence, but under section 13 of the Act, may be guilty of professional misconduct.

### **Division 2      Adoption of datum lines and bench marks**

#### **12 Datum line**

- (1) The position of the survey marks defining the datum line for a survey must be determined specifically for that survey.
- (2) The bearing used for the orientation of a survey must be adopted:
- (a) in the case of an urban survey of land within 300 metres of 2 established survey marks, and
- (b) in the case of a rural survey of land within 1,000 metres of 2 established survey marks,
- from the grid bearing derived from the MGA co-ordinates of those marks.
- (3) The bearing adopted under subclause (2) must be verified by angular connection, and (if practicable) distance connection, to at least one other established survey mark.

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- (4) The MGA co-ordinates used to determine the orientation of the survey must have been obtained from the register of public surveys within 6 months before the date of completion of the survey, as recorded in the survey certificate.
- (5) If a comparison of those connections reveals differences exceeding 20mm + 100 parts per million, the surveyor:
  - (a) must show on the survey plan all the observed and calculated bearings and distances, and
  - (b) must either:
    - (i) include on the survey plan an additional connection to at least one other established survey mark, or
    - (ii) forward a report of the survey to the Surveyor-General.
- (6) In the case of any survey of land not referred to in subclause (2), the bearing used for the orientation of the survey must be adopted:
  - (a) from a survey for which a plan or description is filed or recorded at a public authority, or
  - (b) from astronomical or GNSS observations, in which case the survey plan must state from what the orientation has been derived.
- (7) The GNSS observations referred to in subclause (6) (b) must be derived from at least 2 independent connections to established survey marks or reference stations.

### 13 Bench marks

- (1) All levels must be related to AHD or such other datum as is approved.
- (2) AHD must be verified by closed height difference between 2 bench marks that each have accurate AHD values.
- (3) All height differences verified or derived for a survey must attain an accuracy equal to or better than Class "B" or "LD".
- (4) In a survey for the purpose of a limitation in height or depth (or both), the surveyor must relate the survey to 2 or more bench marks of which one or more must be external to the land surveyed.
- (5) The external bench mark, or at least one of the external bench marks, must be:
  - (a) an existing permanent survey mark within 300 metres of the parcel, or
  - (b) if it is impracticable to use an existing permanent survey mark, a new permanent survey mark placed, in accordance with clause 44, within 300 metres of the parcel.

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### **Division 3        Measurement and calculations**

#### **14    Equipment for measurement of surveys**

- (1) A survey must be made using appropriate equipment.
- (2) A surveyor must not use any equipment in making a survey unless the surveyor knows the accuracy obtained by its use. That accuracy must be determined by reference to:
  - (a) the Australian primary standard of measurement of length, within the meaning of the *National Measurement Act 1960* of the Commonwealth, or
  - (b) the State primary standard of measurement of length, within the meaning of that Act, that is under the control of the Surveyor-General, or
  - (c) in the case of GNSS equipment, at least 3 established survey marks with accurate AHD values.
- (3) A surveyor must not use any steel or invar band in making a survey unless it is verified at least once every 2 years and immediately after any repair.
- (4) A surveyor must not use any electronic distance measuring equipment in making a survey unless it is verified against the State primary standard of measurement of length (as referred to above), by using pillared testlines, at least once every year and immediately after any service or repair.
- (5) A surveyor must not use any GNSS equipment in making a survey unless it is verified against the State control survey:
  - (a) at least once every year, and
  - (b) immediately after any service or repair, and
  - (c) immediately after any change or upgrade of software.
- (6) The accuracy and method of any verification under this clause must be as approved.

#### **15    Measurement of boundaries and lines**

A surveyor must measure boundaries by the most direct method reasonably practicable.

#### **16    Measurement by remote-sensing methods**

- (1) A surveyor may use measurements derived from approved photogrammetry or approved remote-sensing methods.

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- (2) If any methods referred to in subclause (1) are used, the surveyor must indicate the methods on the survey plan.

**17 Confirming terminals where part only of land to be surveyed**

If a survey affects only part of the land in a document of title, the surveyor must connect the terminals of the survey to monuments having a known relation to the corners of the land in the document so as to confirm the position of each terminal.

**18 Surveys for affecting interests**

- (1) If a survey is carried out for the purpose of defining an affecting interest, the surveyor must connect the site of the affecting interest by measurement to relevant monuments.
- (2) If the affecting interest:
- (a) intersects a boundary of land held in different ownership, or
  - (b) terminates at a boundary, whether of land held in the same or different ownership,
- the surveyor must redefine the boundary and show connections on the survey plan from the affecting interest to the nearest corner of the boundary.
- (3) The surveyor must ensure that the survey has the following reference marks:
- (a) for affecting interests less than or equal to 200 metres in length, a reference mark at one terminal of the affecting interest,
  - (b) for affecting interests more than 200 metres in length, a reference mark at each terminal of the affecting interest,
  - (c) for affecting interests regardless of length, additional reference marks:
    - (i) for an urban survey, at intervals not exceeding 500 metres, or
    - (ii) for a rural survey, at intervals not exceeding 1,000 metres.
- (4) Subclause (3) does not apply to:
- (a) an easement to be created over existing pipes and conduits that are underground, or
  - (b) an easement to be created over existing pipes and conduits that are within a building and whose precise location cannot reasonably be determined,
- in which case the approximate positions must be shown on the survey plan, together with appropriate notations.

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- (5) Subclause (3) does not apply to an easement to be created over an existing access track that is identified on a plan, map, aerial photograph or satellite image, or by field measurements, but the approximate positions of any intersections between the easement and existing parcel boundaries must be shown on the survey plan, together with appropriate notations.
- (6) The essential dimensions of the site of the affecting interest must be shown on the survey plan by bearing and distance.
- (7) In any case, the surveyor must note the site on the plan as:
  - (a) “easement”, “restriction on the use of land”, “positive covenant” or “profit à prendre”, or
  - (b) “proposed easement”, “proposed restriction on the use of land”, “proposed positive covenant” or “proposed profit à prendre”.

#### **19 Re-survey of property boundaries**

- (1) If a surveyor makes a re-survey, the surveyor must adopt the boundaries as originally marked on the ground as the true boundaries unless there is sufficient evidence to show that the marks have been incorrectly placed or have been disturbed.
- (2) The surveyor:
  - (a) must disclose on the survey plan the extent of any discrepancy in the marking of boundaries, and
  - (b) if the marks are shown on an original Crown survey plan, must advise the Surveyor-General of the discrepancy in writing within 2 months after completing the survey.

#### **20 Survey where boundary includes crooked fence**

If a crooked fence is used to define a boundary, the surveyor:

- (a) must survey the crooked fence and place the angle points of the boundary in such a way that the boundary line does not leave the material of the fence at the surface of the ground, and
- (b) must indicate on the survey plan both the location and nature of the angle points, and
- (c) must indicate on the survey plan the age, nature and construction material of the fence, as at the date of the survey.

#### **21 Calculation of areas of land**

Areas of land must be computed by an approved method that provides appropriate accuracy for the type of survey being conducted.



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**22 Surveys using GNSS equipment**

When making a survey using GNSS equipment, a surveyor must use an approved technique that provides appropriate accuracy for the type of survey being undertaken.

**23 Surveyor to check angular work**

- (1) In the case of a survey in which the total length of surveyed boundaries exceeds 10,000 metres, a surveyor must check the angular work in the survey by astronomical observation, by comparison with a GNSS observation, by a complete angular close or by a comparison with the State control survey.
- (2) Any such comparison must be shown on the survey plan.
- (3) A surveyor must not interpolate any angular measurement by another surveyor.

**24 Accuracy of angular measurements**

- (1) Whenever practicable, a complete angular close must be obtained.
- (2) The angular misclose must not exceed 20 seconds plus  $10\sqrt{n}$  seconds or 2 minutes (whichever is the lesser):
  - (a) for the whole surround, and
  - (b) between stations at which astronomical observations for azimuth have been made, and
  - (c) between stations at which GNSS observations for orientation have been made, and
  - (d) between pairs of established survey marks.
- (3) In subclause (2), “n” represents the number of traverse angular stations.

**25 Accuracy of length measurements**

- (1) A length measurement must be verified, either directly by means of a second measurement of that length or indirectly by calculation of that length from the measurements of other lengths and angles.
- (2) In making a survey, a surveyor must measure all lengths to an accuracy of 10 mm + 15 parts per million or better at a confidence interval of 67%.

**26 Checking accuracy of measurements**

- (1) If the nature of the survey permits, a surveyor must check all measurements by closure of the eastings and northings of the lines in all surrounds, computed (in metres) to 3 decimal places.

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- (2) The internal closure of any survey must be such that the length of the misclose vector must not exceed 15mm + 100 parts per million of the perimeter.
- (3) The misclose vector must be determined as  $\sqrt{(a^2 + b^2)}$ , where “a” represents the misclose in eastings and “b” represents the misclose in northings.
- (4) All computations and transformations to be used in the preparation of a survey plan must be checked for accuracy.

## **Division 4          Use of survey marks and monuments**

### **Subdivision 1      Surveys generally**

#### **27    Forms and styles of survey marks**

- (1) The forms and styles of marks described in Schedule 4 are declared to be the forms and styles for *permanent survey marks* under the Act.  
**Note.** Schedule 4 lists permanent survey marks by Type number, using the same Type numbers as have been allocated by previous regulations. Type numbers 3 and 5 are now obsolete, and so do not appear in the Schedule.
- (2) The forms and styles of marks described in Schedules 2, 3 and 4 (boundary marks, reference marks and permanent survey marks) are declared to be the forms and styles for *survey marks* under the Act.
- (3) Survey marks must be placed and used in accordance with any requirements specified in Schedules 2, 3 and 4.
- (4) When a reference mark is required to be placed for the purposes of a survey, the form and style of reference mark to be used is to be chosen in the order of preference in which they are listed in Schedule 3.

#### **28    Marking of urban surveys**

- (1) An urban survey of land that abuts a road must have reference marks:
  - (a) at each extremity of the land surveyed, and
  - (b) at intervals of not more than 100 metres along so much of the road frontage as will have intervening side boundaries at intervals of 100 metres or less.
- (2) An urban survey of land that does not abut a road must have at least 2 reference marks at suitable locations in relation to the land surveyed.
- (3) Subclause (1) does not require the placement of a reference mark at any extremity of the land if some other reference mark is already placed within 10 metres of that extremity and that reference mark is referenced to that extremity on the survey plan.

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**29 Marking of rural surveys**

- (1) In a rural survey, a surveyor must mark definitely and durably, by means of boundary marks, all lines that form or are to form the boundaries between parcels.
- (2) In addition, if a boundary is unfenced:
  - (a) the lines that form it must also be marked with lockspits cut in the direction of the boundary from each corner or angle or, if an obstacle exists at a corner or angle, with a suitable reference mark near that corner or angle, and
  - (b) the pegs and lockspits, or marks and lockspits, must be placed at intervals of not more than:
    - (i) 200 metres, where one peg or mark cannot be seen from the next, or
    - (ii) 500 metres, where one peg or mark can be seen from the next, and
  - (c) the survey plan must show the type and position of any line mark so placed, and
  - (d) unless environmental considerations dictate otherwise:
    - (i) the boundary must be reasonably cleared, and
    - (ii) any tree that has a trunk diameter greater than 100mm and is within 500mm of the boundary must be blazed or, if situated on the boundary, double blazed.
- (3) The surveyor must, in selected positions suitable for redefinition of the survey, connect, or place and connect, at least 2 reference marks for each parcel shown on the survey plan.
- (4) For a survey that affects only part of the land in a document of title, the surveyor must connect, or place and connect, at least one reference mark at each terminal of each section surveyed.
- (5) If a boundary (other than a road frontage) of the land exceeds 2,400 metres, a surveyor must place additional reference marks along the boundary at intervals of not more than 1,500 metres.
- (6) If a boundary required to be marked is a road frontage, a surveyor must place reference marks in accordance with clause 31 (5).
- (7) This clause does not apply to a survey referred to in clause 18.
- (8) In this clause, to *blaze* or *double blaze* a tree means to mark the tree with cuts in the approved manner.

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### **30    Corners to be marked with boundary marks**

- (1) Except in the case of a survey referred to in clause 9, 10 (1) or 18, each corner of the land surveyed (including the corners of each parcel of land in a subdivision) must be marked with a boundary mark.
- (2) If it is not practicable to place a boundary mark, a reference mark must be placed and the surveyor must note on the survey plan that the corner was not marked.
- (3) In a rural survey, if a fence post is on a corner at which a reference mark has been placed and reference is made to that post on the survey plan, no further marking of the corner is required.

### **31    Roads to be marked with reference marks**

- (1) In the case of a survey made for the purpose of the creation, redefinition or widening of a road under any Act, a surveyor:
  - (a) must place reference marks in the positions prescribed by this clause, and
  - (b) must show the type and location of the reference marks in the survey plan.
- (2) If the survey is an urban survey, reference marks must be placed:
  - (a) at the junction or intersection of roads:
    - (i) if a triangle is cut off from the corner formed by the intersection of the road boundaries, so as to refer to each end of the base line of the triangle, or
    - (ii) if the corner is rounded off, so as to refer to each tangent point, or
    - (iii) if the corner is not cut off or rounded off, so as to refer to the point of intersection of the road boundaries, and
  - (b) at the terminals of a road, and
  - (c) as far as is practicable, on the same side of the road, and
  - (d) if placed in a road that is variable in width, with connections made to both sides of the road, and
  - (e) at each angle of the road, and at each tangent point or terminal of a series of chords of a regular curve in the road.
- (3) Subclause (2) (e) does not require a reference mark to be placed within 30 metres of another reference mark.
- (4) If a reference mark consists of a drill hole and wing, there must be 2 such marks.

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- (5) If the survey is a rural survey, reference marks must be placed in selected positions:
- (a) so as to refer to the terminals of the road surveyed and to each junction or intersection of any other roads, and
  - (b) in pairs suitable for orientation purposes throughout the whole length of the road,
- so that the maximum distance between any 2 successive reference marks does not exceed 1,000 metres.
- (6) If a road being created joins or intersects an existing road and reference marks have already been placed in the existing road:
- (a) the existing marks must be connected to the new reference marks placed in the road being created, and
  - (b) the orientation of the existing reference marks must be compared with the orientation of the new reference marks, and
  - (c) the comparison between each series of reference marks must be shown on the survey plan.

**32 Procedure on finding existing corner peg and reference mark**

If a corner peg and reference mark are found together, a surveyor must determine the bearing and distance between them and, if a difference from the original reference is disclosed, must decide from other evidence which of them to adopt and note details of the difference on the survey plan.

**33 Procedure if monuments of original survey missing**

To the extent that the relevant monuments of an original survey are missing, a surveyor must determine the boundaries and corners of the land surveyed by measurement in correct relation to:

- (a) adjoining or adjacent parcels of land, and
- (b) parcels of land on opposite sides of roads, and
- (c) fences, and
- (d) such other evidence of correct location as may be found after full investigation and inquiry.

**34 Procedure if differences exist between measured and recorded lengths**

- (1) If a measurement discloses the length of a boundary of land to be different from that indicated in the document of title to the land, the surveyor:
- (a) must verify the length of the boundary, and
  - (b) must make appropriate entries in the surveyor's field notes, and

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- (c) must show, in the notes and on any survey plan, the monuments or other objects or points adopted for the purpose of verifying the length of the boundary.
- (2) In the absence of monuments defining the land, the surveyor must indicate on the survey plan whether there is sufficient land available to permit the adoption of the measurement referred to in subclause (1) without causing any encroachment on any road or any adjoining or adjacent parcel of land.

**35 Surveyor to note nature and position of survey marks etc**

- (1) A surveyor must indicate in the surveyor's field notes and on the survey plan:
  - (a) the nature and position of any survey mark or monument found by the surveyor, and
  - (b) the MGA co-ordinates of any permanent survey mark found or placed by the surveyor, together with an estimate of the accuracy of those co-ordinates, and
  - (c) the nature of any survey mark (other than a peg) placed by the surveyor, and
  - (d) the essential measurements from any reference mark, permanent survey mark or monument to the nearest corner, angle or line mark.
- (2) If reference marks are placed or found at depths of more than 150mm below the existing surface of the ground, the surveyor must indicate the depths on the survey plan.
- (3) If reference marks are found, the surveyor must note their origin on the survey plan by reference to the number of the plan on which the marks first occur.
- (4) A monument that is important for the definition of the land must be shown in the surveyor's field notes, and on the survey plan, with the annotation "found", "not found", "gone", "disturbed" or "inaccessible", as appropriate.
- (5) A monument must not be recorded as "gone" unless a thorough search for it has been made and the measurements of its probable site recorded in the surveyor's field notes.

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**36 Marking of survey boundaries**

- (1) Surveyed boundaries must be marked with boundary marks in such a manner that the boundaries are readily and unambiguously discernible on the ground.
- (2) If drill holes, chisel marks or similar marks are to be placed in an ornamental wall, ornamental path or similar structure, the size of the mark placed may be reduced to avoid undue damage to the wall, path or other structure being marked, but only if the marking is durable and readily and unambiguously discernible.

**37 Placement of reference marks**

A reference mark must be located in such a position as to preserve the mark from disturbance.

**38 Use of broad arrows**

A broad arrow may be used as a survey mark in relation only to a survey referred to in section 4 or 5 of the Act.

**39 Deferment of placement of survey marks**

- (1) If it is likely that any work to be carried out on land will disturb any survey mark to be placed on the land, a surveyor may defer the placement of the survey mark on that land.
- (2) In such a case, the surveyor:
  - (a) must notify the Surveyor-General of the deferment, and
  - (b) must deposit with the Surveyor-General the amount specified in Schedule 6 in that regard, and
  - (c) must comply with any requirement of the Surveyor-General.
- (3) On completion of the work, the surveyor:
  - (a) must place any deferred survey marks, and
  - (b) must have their nature and position noted on the survey plan in the manner approved by the Registrar-General, and
  - (c) must inform the Surveyor-General that the survey has been completed in accordance with any requirement referred to in subclause (2) (c).
- (4) If the Surveyor-General is satisfied that the survey has been satisfactorily completed, the deposit must be returned to the surveyor less an administrative charge not exceeding 15 per cent of the amount deposited.

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- (5) A survey mark whose placement has been deferred under this clause must be placed within 28 days after completion of the relevant work.

#### **40 Surveyor to report position of permanent survey marks**

If, while carrying out a survey, a surveyor:

- (a) places a new permanent survey mark, or
- (b) becomes aware that an existing permanent survey mark has been removed, damaged, destroyed, displaced, obliterated or defaced, or is in a state of disrepair,

the surveyor must notify the Surveyor-General of that fact and of the number and location of the permanent survey mark concerned.

### **Subdivision 2 Surveys to be lodged with public authorities**

#### **41 Application**

This Division applies to any survey that is carried out for the purpose of lodging a survey plan with a public authority.

#### **42 Surveys redefining or creating multiple parcels, roads or affecting interests**

- (1) A survey that redefines or creates parcels of land must be related to:
  - (a) for a survey for 1–10 parcels—no fewer than 2 permanent survey marks, or
  - (b) for a survey for 11–20 parcels—no fewer than 3 permanent survey marks, or
  - (c) for a survey for more than 20 parcels—no fewer than 4 permanent survey marks, plus an additional permanent survey mark for every 20 (or part of 20) by which the number of parcels exceeds 40.
- (2) A survey that redefines a road frontage or that is conducted for the purposes of creating a road under any Act must be related to 2 or more permanent survey marks for each interval of 1,000 metres (for an urban survey) or 2,000 metres (for a rural survey).
- (3) A survey for the purposes of creating an affecting interest must have 2 or more permanent survey marks for each interval of 2,000 metres (for an urban survey) or 4,000 metres (for a rural survey).
- (4) No more than 2 permanent survey marks existing at the time a survey referred to in subclause (1) is carried out may be used for the purposes of the survey concerned.



Surveying Regulation 2006

Clause 43

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**43 Connection to permanent survey marks**

- (1) The permanent survey marks to which a survey is related must each be connected to separate corners of the land surveyed.
- (2) The distance between any such corner and the permanent survey mark to which it is connected must not exceed:
  - (a) 500 metres, in the case of an urban survey, or
  - (b) 1,000 metres, in the case of a rural survey.
- (3) Measurements between all permanent survey marks found or placed, and connections to the land surveyed, must be proved by closed survey and shown on the survey plan.

**44 New permanent survey marks**

- (1) A permanent survey mark placed for the purposes of a survey:
  - (a) must be so located as to be suitable for orientation of the survey and for redefinition of the survey, including orientation and redefinition by means of GNSS surveying techniques, and
  - (b) if situated at a road junction, road intersection, road angle or crest of a hill, must be so located as to be:
    - (i) visible from other permanent survey marks without obstruction, and
    - (ii) suitable for subsequent inclusion in the State control survey, and
  - (c) must be identified in a sketch plan prepared in accordance with approved standards.
- (2) If any two of the permanent survey marks referred to in clause 43 (1) have accurate AHD values, an accurate AHD value must be determined for any other permanent survey mark placed for the purposes of the survey.
- (3) A sketch plan referred to in subclause (1) (c):
  - (a) must show the nature of each permanent survey mark placed by the surveyor, and
  - (b) must show the MGA co-ordinates of each such mark, together with an estimate of the accuracy of those co-ordinates, and
  - (c) if an accurate AHD value has been determined for that mark in accordance with subclause (2), must show that value.
- (4) The sketch plan must be forwarded to the Surveyor-General within 2 months of the placement of the permanent survey mark concerned.

Clause 45            Surveying Regulation 2006

Part 2                Survey practice

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## **Division 5            Boundaries formed by tidal and non-tidal waters and other natural features**

### **45    Definitions**

In this Division:

*bed*, in relation to a lake or stream, includes any portion of the lake or stream:

- (a) that is alternately covered and left bare with an increase or diminution in the supply of water, and
- (b) that is adequate to contain the lake or stream at its average or mean stage without reference to extraordinary freshets in time of flood or to extreme droughts.

*lake* includes any permanent or temporary lagoon or a similar collection of water not contained in an artificial work, but does not include tidal waters.

*natural feature* includes any cliff face or ridgeline, but does not include any tidal or non-tidal waters.

*stream* includes any non-tidal waters that are not a lake.

### **46    Surveys where boundary includes tidal or non-tidal waters or other natural feature**

- (1) A boundary formed by tidal waters, or by a lake, stream or natural feature, must be surveyed so that each change of course or direction of the boundary is determined with appropriate accuracy.
- (2) If the actual position of the mean high-water mark of tidal waters, the bank of the lake or stream or the natural feature is substantially different to the adopted position of the boundary, both the actual position and the adopted position are to be shown on the survey plan.
- (3) If:
  - (a) the middle line of a stream is the boundary of land and has not previously been defined by survey, or
  - (b) the middle line of a stream is otherwise required to be determined,both banks of the stream must be surveyed and shown on the survey plan together with the determination of the middle line.
- (4) The middle line of a stream need not be marked unless the purpose for which the survey is made so requires.

Surveying Regulation 2006

Clause 47

Survey practice

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**47 First survey of boundary of land adjoining Crown reserve or Crown Road**

- (1) In any survey for the redefinition or subdivision of land adjoining an existing Crown reserve of stipulated width fronting tidal waters, where the boundary between the land being surveyed and the Crown reserve has not previously been defined by survey, the boundary must be defined by straight lines approximately parallel to the position of the mean high-water mark as originally defined.
- (2) In any survey for the redefinition or subdivision of land adjoining an existing Crown reserve or Crown road of stipulated width fronting a lake, stream or natural feature, where the boundary between the land being surveyed and the Crown reserve or Crown road has not previously been defined by survey:
  - (a) the boundary must be defined by straight lines approximately parallel to the position of the bank of the lake or stream, or of the natural feature, as originally defined, and
  - (b) the position of the bank or natural feature, as originally defined, must be shown on the survey plan.
- (3) Approval to the definition of a boundary under subclause (1) or (2) must be obtained from the Minister administering the *Crown Lands Act 1989*.
- (4) When seeking approval to a determination under subclause (3), a surveyor must provide the Minister administering the *Crown Lands Act 1989* with a comprehensive report regarding the surveyor's determination.
- (5) A comprehensive report under this clause must include:
  - (a) the basis and method of determining the position of the mean high-water mark, bank or natural feature fronted by the Crown reserve or Crown Road concerned, and
  - (b) the surveyor's opinion as to the reason for any change in that position and the process by which the change has taken place, and
  - (c) such photographs, documents or other information relevant to the position of the mean high-water mark as is reasonably required by the person to whom the report is to be provided.
- (6) In this clause:

**Crown reserve** has the same meaning as **reserve** has in Part 5 of the *Crown Lands Act 1989*.

**Crown road** has the same meaning as it has in the *Roads Act 1993*.

Clause 48            Surveying Regulation 2006

Part 2                Survey practice

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#### **48 Changes in boundaries formed by tidal waters**

- (1) If, since the date of a previous survey, there has been a change in the position of the mean high-water mark of tidal waters forming a boundary of land to be surveyed:
  - (a) if the change arose from natural, gradual and imperceptible accretion or erosion—the position of the mean high-water mark as it is as the result of the change is to be adopted, or
  - (b) if the change arose otherwise than from natural, gradual and imperceptible accretion or erosion—the position of the mean high-water mark as it was before the change is to be adopted.
- (2) Approval to the adoption of a changed position referred to in subclause (1) (a) must be obtained from:
  - (a) the Minister administering the *Crown Lands Act 1989*, if the adjoining land below the mean high-water mark is Crown land, or
  - (b) the owner of the adjoining land, if the adjoining land below the mean high-water mark is not Crown land.
- (3) When seeking approval to a determination under subclause (2), a surveyor must provide the Minister administering the *Crown Lands Act 1989* or the owner of the adjoining land, as the case requires, with a comprehensive report regarding the surveyor's determination.
- (4) A comprehensive report under this clause must include:
  - (a) the basis and method of determining the position of the mean high-water mark, and
  - (b) the surveyor's opinion as to the reason for any change in that position and the process by which the change has taken place, and
  - (c) such photographs, documents or other information relevant to the position of the mean high-water mark as is reasonably required by the person to whom the report is to be provided.

**Note.** In certain locations, the operation of this clause may be affected by Part 4B (Modification of doctrine of erosion and accretion) of the *Coastal Protection Act 1979*.

#### **49 Changes in boundaries formed by lakes, streams and natural features**

- (1) If, since the date of a previous survey, there has been a change in the position of the bank of a lake forming a boundary of land to be surveyed, then, in any subsequent survey, the position of the bank, as it was before the change, must be adopted.

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- (2) If, since the date of a previous survey, there has been a change in the position of the bank of a stream, or of some other natural feature, forming a boundary of land to be surveyed, then, in any subsequent survey:
- (a) for any change arising from natural, gradual and imperceptible accretion or erosion, the position of the bank or natural feature, as it is as a result of the change, must be adopted, or
  - (b) for any change arising otherwise than from natural, gradual and imperceptible accretion or erosion, the position of the bank or natural feature, as it was before the change, must be adopted.

#### **50 Surveyor to report on certain determinations**

- (1) A surveyor who determines a new position for the bank of a stream, or for a natural feature, in connection with a survey carried out for the purpose of lodging a survey plan with a public authority must lodge, together with the survey plan, a comprehensive report regarding the surveyor's determination of the new position.
- (2) A comprehensive report under this clause must include:
- (a) the basis and method of determining the position of the bank or natural feature concerned, and
  - (b) the surveyor's opinion as to the reason for any change in that position and the process by which the change has taken place, and
  - (c) such photographs, documents or other information relevant to the position of the bank or natural feature as is reasonably required by the person to whom the report is to be provided.

#### **51 References to high-water mark and tidal waters in previous survey plans**

For the purposes of preparing a survey, in any previous survey plan or other description of land:

- (a) a reference to high-water mark is taken to be a reference to mean high-water mark, and
- (b) a reference to, or description of, a boundary that abuts tidal waters is taken to be a reference to, or description of, a boundary that abuts mean high-water mark, and
- (c) a reference to a bank of a lake or stream is taken to be a reference to the limit of the bed of the lake or stream, and
- (d) a reference to, or description of, a boundary that abuts a lake or stream is taken to be a reference to, or a description of, a boundary that abuts the limit of the bed of the lake or stream,

unless a contrary intention appears.

Clause 52            Surveying Regulation 2006

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## **Division 6        Field notes**

**Note.** Other requirements with respect to the preparation of field notes are contained in various provisions in the earlier Divisions of this Part.

### **52    Surveyor to make field notes**

- (1) A surveyor's field notes must be neat, precise, complete and readily intelligible in accordance with the usage of surveyors.
- (2) Facts, readings and observations must be recorded immediately after they are ascertained.
- (3) A surveyor must keep an archive of:
  - (a) all field notes made by the surveyor, with indices and cross-references set out in a manner that facilitates the preparation of a complete and accurate survey plan, and
  - (b) all other information and documentation relevant to those field notes.

### **53    Surveyor to retain electronic records**

- (1) If a survey has been recorded in whole or in part by electronic methods other than GNSS methods:
  - (a) an electronic copy (in the same form as the recording), and
  - (b) a copy of the reduced and formatted data,must be retained in a manner that facilitates the preparation of a complete and accurate survey plan.
- (2) If a survey has been recorded in whole or in part by GNSS methods:
  - (a) an electronic copy of all recorded data, and
  - (b) a copy of the reduced baseline or positional results,must be retained in a form that facilitates the preparation of a complete and accurate survey plan.

### **54    Surveyor to record datum line in field notes**

A surveyor must clearly indicate in the surveyor's field notes the datum line of the survey and the origin of the orientation adopted.

### **55    Surveyor to record astronomical observations**

If a surveyor makes an astronomical observation in the course of a survey, the surveyor must enter the time and date and the latitude of the relevant station, together with full particulars of all observations.

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**56 Surveyor to record landmarks**

A surveyor must enter the names of estates, houses, roads, rivers, creeks, lakes and the like, and house numbers, as far as they are material to the survey and ascertainable by the surveyor.

**57 Surveyor to sign and date field notes**

- (1) In the case of a survey that has been performed by a surveyor personally or under the surveyor's supervision, the surveyor must personally sign and date each page or sheet of the field notes and (in the case of a survey recorded by electronic means) each page or sheet of the reduced and formatted data.
- (2) Before signing each page or sheet, the surveyor must be satisfied that the notes on it are accurate and that the date when the work recorded on it was performed appears on it.

**58 Method of recording angles and bearings**

All angles and bearings must be observed and recorded in degrees, minutes and seconds, and all bearings must be reckoned and expressed clockwise from zero to 360 degrees.

**Division 7 Survey plans**

**Note.** Other requirements with respect to the preparation of survey plans are contained in various provisions in the earlier Divisions of this Part.

**59 Medium and format of survey plans**

A survey plan must be prepared in an approved medium and format.

**60 Survey plan to indicate name of locality and type of survey**

A survey plan must indicate:

- (a) the name assigned by the Geographical Names Board to the locality within which the land concerned is situated, and
- (b) the name (if any) assigned by the local roads authority to any road shown on the plan, and
- (c) whether the survey is an urban or rural survey.

**61 Method of recording datum line**

- (1) The datum line adopted for a survey must be shown on the survey plan, by distinguishing characters placed at the terminals of the datum line, and the nature of the marks defining the datum line must be noted on the plan.

Clause 62      Surveying Regulation 2006

Part 2          Survey practice

- (2) If the orientation of the survey is adopted from a grid bearing derived from MGA co-ordinates of established survey marks, the survey plan must show the following:
- (a) the numbers assigned by the State control survey to the established survey marks,
  - (b) the MGA zone within which the land surveyed is situated,
  - (c) the easting and northing, referenced to the co-ordinates, of each established survey mark,
  - (d) the combined scale factor in relation to the co-ordinates,
  - (e) the date on which the co-ordinates were obtained from the register of public surveys,
  - (f) the accuracy of the co-ordinates, as described in the register of public surveys, for each survey mark.
- (3) If astronomical or GNSS observations are used to determine or confirm the orientation of the survey, the results of the observations are to be shown in a table on the survey plan under the headings "Occupied station", "Observed station" and "Astronomical body" or "GNSS", together with the derived bearing between the occupied and observed stations.

## **62 Method of recording bench marks**

The following matters must be stated on the survey plan:

- (a) the nature, position and height value of each bench mark,
- (b) for each existing permanent survey mark that is used as a bench mark or to verify the height datum, the date on which the height value of that mark was obtained from the register of public surveys,
- (c) for each new permanent survey mark that is used as a bench mark, the accuracy of the height, as described in the register of public surveys, for that mark.

## **63 Connection of reference marks to points on survey plan**

- (1) A reference mark may not be connected to more than one point on a survey plan.
- (2) A reference mark may not be connected to any point on a survey plan that is more than 30 metres from that mark.
- (3) Subclause (2) does not apply to a reference mark that is referenced to the extremity of the survey plan as referred to in clause 28 (3).



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**64 Method of showing boundaries generally**

- (1) A survey plan must show:
  - (a) the nature of the boundaries at the time of the survey, whether defined by survey marks, lockspits, lines, fences, roads, natural or artificial features or buildings or walls, and
  - (b) the width of all walls used in common and the position of the boundaries in those walls, and
  - (c) the description (including the age, nature, construction material and relationship to the boundary) of any substantial structure (including any fence):
    - (i) that is within one metre of the boundary of the land surveyed, or
    - (ii) that is otherwise relevant to the boundary definition.
- (2) If a boundary is the face of a wall, the boundary must be described as “face of wall”.
- (3) A wall must not be described as a “party wall” unless:
  - (a) it is the subject of such easements as are referred to in relation to party walls in the *Conveyancing Act 1919*, or
  - (b) the survey plan is intended to create such easements in respect of the wall.

**65 Method of showing natural feature boundaries**

A survey plan that shows a natural feature boundary:

- (a) must describe the natural feature, and
- (b) must indicate the boundary by a line that generally follows the line of the boundary, and
- (c) must approximate the boundary by bearings and distances.

**66 Surveys of land fronting tidal waters**

In the case of a survey of land adjoining tidal waters, a surveyor must show on a survey plan the description and relationship of any sea wall and reclaimed land adjacent to the mean high-water mark.

**67 GNSS-derived lines to be indicated**

A survey plan that includes lines derived from GNSS observations must indicate which of those lines have been so derived.

Clause 68      Surveying Regulation 2006

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**68 Conventional signs and symbols to be used on survey plans**

In the preparation of any survey plan, the conventional signs and symbols set out in Schedule 5 must be used to indicate the matters to which they are referred by that Schedule.

**69 Surveyor to report on doubts, discrepancies and difficulties**

A surveyor must disclose any doubt, discrepancy or difficulty suggested by or encountered in a survey, either on the survey plan or in an accompanying comprehensive report.

**70 Surveyor to furnish survey certificate**

- (1) When furnishing a survey plan, a surveyor must endorse a survey certificate on, or provide a survey certificate with, the survey plan.
- (2) A survey certificate is to be in or to the effect of:
  - (a) Form 1, in relation to all surveys other than those referred to in clause 9, and
  - (b) Form 2, in relation to all surveys referred to in clause 9.
- (3) Subject to clause 39, a survey certificate must not be issued until all survey marks required to be placed in connection with the survey have been duly placed.
- (4) A survey certificate may be incorporated in any other certificate that must be endorsed or provided pursuant to any other Act or law.

**Division 8 Public surveys**

**71 Standards for public surveys under sections 4 and 5 of the Act**

- (1) A survey referred to in section 4 or 5 of the Act must be carried out in accordance with such of the standards set out in *Standards and Practices for Control Surveys* as the Surveyor-General may direct in relation to the survey, but subject to such variations in those standards as the Surveyor-General may direct.
- (2) In any survey referred to in section 5 of the Act, all measuring equipment used in the survey must comply with the requirements of Division 3.

**72 Field notes for surveys under section 5 of the Act**

The field notes prepared in relation to a survey referred to in section 5 of the Act, including any electronic field data:

- (a) must be referenced and indexed in an approved manner, and
- (b) must be produced to the Surveyor-General on request.

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## **Part 3 Administration**

### **Division 1 Constitution of Board**

#### **73 Constitution of Board**

- (1) The Institution of Surveyors NSW Incorporated is prescribed as the professional association of land surveyors to nominate persons for appointment to the Board under section 27 (2) (c) of the Act.
- (2) AIMS—Australian Institute of Mine Surveyors Limited is prescribed as the professional association of mining surveyors to nominate persons for appointment to the Board under section 27 (2) (d) of the Act.

#### **74 Committees to assist Board**

- (1) This clause applies to any committee established under section 30 of the Act.
- (2) A committee must have at least 3 members.
- (3) The convenor and deputy convenor of a committee are to be nominated by the Board, and may (but need not) be members of the Board.
- (4) Committee meetings are to be held at the times and places determined by the convenor of the committee.
- (5) The procedures for convening committee meetings and for the conduct of business at committee meetings are to be determined by the convenor of the committee.
- (6) At a committee meeting, a majority of the committee members constitutes a quorum.
- (7) The convenor of a committee (or, in the absence of the convenor, the deputy convenor of the committee) is to preside at committee meetings.
- (8) A decision supported by a majority of the votes cast at a committee meeting at which a quorum is present constitutes a decision of the committee.
- (9) In the event of an equality of votes, the convenor of the committee has a second, or casting, vote.
- (10) The convenor of a committee is to report all decisions of the committee to the next Board meeting.

Clause 75          Surveying Regulation 2006

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## **Division 2          Formal Board determinations**

### **75    Formal Board determinations**

- (1) The Board may, by resolution, make the following determinations for the purposes of the respective definitions in clause 5 (1):
  - (a) a determination approving an examination for the purposes of the definition of *Board examination*,
  - (b) a determination approving requirements for the purposes of the definition of *continuing professional development requirements*,
  - (c) a determination approving a training agreement for the purposes of the definition of *recognised professional training agreement*,
  - (d) a determination recognising a qualification for the purposes of the definition of *recognised qualification*,
  - (e) a determination recognising abilities and experience (whether for a person or a class of persons) for the purposes of the definition of *survey drafter*,
  - (f) a determination recognising abilities and experience (whether for a person or a class of persons) for the purposes of the definition of *surveyor's assistant*.
- (2) The Board may, by resolution, make determinations as to what, in its opinion, constitutes general or immediate supervision for the purposes of section 21 (3) of the Act.
- (3) The Board is to ensure that copies of each of its determinations under this clause are published on its internet site and made available for inspection at each of its offices.

## **Division 3          Registration of surveyors**

### **76    Application of Division**

This Division applies to the registration of both land surveyors and mining surveyors.

### **77    Qualifications for registration**

A person is eligible to be registered as a surveyor if the person:

- (a) holds a recognised qualification, and
- (b) has recognised practical experience, and
- (c) has either passed the Board's examination or fulfilled the requirements of a recognised professional training agreement, and

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Part 3

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(d) is of good character.

**78 Board examinations**

Board examinations are to be conducted at such times and places as the Board may determine.

**79 Provision of further information and supporting evidence**

Without limiting section 43 (1) of the *Licensing and Registration (Uniform Procedures) Act 2002*, the Board may require an applicant for registration as a surveyor to furnish the following documents:

- (a) documentary evidence that the applicant holds a recognised qualification,
- (b) documentary evidence that the applicant has recognised practical experience,
- (c) documentary evidence that the applicant has passed the relevant Board examination or fulfilled the requirements of a recognised professional training agreement,
- (d) one or more character references given in relation to the applicant within the previous 2 years,
- (e) a recent passport-sized photograph of the applicant's face.

**80 Continuing professional development**

- (1) A registered surveyor must comply with the continuing professional development requirements.
- (2) Compliance with the requirements of this clause is a condition of registration as a surveyor.

**81 Conditions of registration as mining surveyor**

Registration as a mining surveyor may be granted subject to a condition restricting the mining surveyor to the conduct of mining surveys in relation to open cut mines.

**82 Register of surveyors**

- (1) The following particulars are to be recorded in the register of surveyors, in relation to each registered surveyor, in addition to those required by section 49 (1) of the *Licensing and Registration (Uniform Procedures) Act 2002*:
  - (a) the qualifications pursuant to which the surveyor was registered,
  - (b) in the case of a surveyor who was originally registered or licensed interstate or overseas, the State, Territory or country in which the surveyor was originally registered or licensed,

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- (c) the surveyor's address for service of notices,
  - (d) particulars of any action that the Board has taken in relation to the surveyor under section 12 or 13 of the Act, together with the date on which the action was taken,
  - (e) in the case of a registered mining surveyor whose registration is subject to a condition restricting the mining surveyor to the conduct of mining surveys in relation to open cut mines, a statement to that effect.
- (2) The register of surveyors may be maintained in written or electronic form.

**83 Certificates of meritorious service**

The Board may issue a certificate of meritorious service to any person who surrenders his or her certificate of registration, as referred to in section 50 (7) of the *Licensing and Registration (Uniform Procedures) Act 2002*, if satisfied that it is appropriate to do so in recognition of the person's contribution to surveying in New South Wales.

**Division 4      Complaints concerning surveyors' conduct**

**84 Complaints against registered surveyors**

- (1) Any person may lodge a complaint with the Board in relation to the conduct of a surveyor.
- (2) Any such complaint is to be dealt with in accordance with the document entitled *Policy for the Consideration of Complaints Against Surveyors* issued by the Board as in force from time to time.

Surveying Regulation 2006

Clause 85

Miscellaneous

Part 4

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## Part 4 Miscellaneous

### 85 Fees and deposits

The fees set out in Schedule 6 are payable in relation to the various matters referred to in that Schedule.

### 86 Notice of proposed entry to land under section 19 of the Act

- (1) The notice referred to in section 19 (1) of the Act, whether for the conduct of a land survey or a mining survey, must be given in writing in the form set out in Form 3.
- (2) The notice may be given:
  - (a) by delivering it to any person who is apparently over the age of 16 years and is apparently residing on, or in occupation of, the land to be entered, or
  - (b) if there is no person available to give the notice to as referred to in paragraph (a), by affixing it in a conspicuous position:
    - (i) at the main point of entry to the land, or
    - (ii) at the main point of entry to a building situated on the land, or
    - (iii) to some other conspicuous object situated on the land.

### 87 Certificate of authority under section 26 of the Act

A certificate of authority referred to in section 26 of the Act, whether for a land surveyor or a mining surveyor, must be issued by the Surveyor-General in the form of Form 4.

### 88 Applications to remove survey marks under section 24 of the Act

- (1) An application for an authorisation referred to in section 24 (1) of the Act must be made to the Surveyor-General at least 14 days before the date on which the applicant intends to remove, damage, destroy, obliterate or deface the survey mark in respect of which the authorisation is sought.
- (2) This clause applies only to permanent survey marks and reference marks.

### 89 Exemption by Surveyor-General

- (1) If the Surveyor-General is of the opinion that it is not practicable or necessary to comply with a requirement of this Regulation in relation to a survey, the Surveyor-General may in writing exempt the surveyor conducting the survey from complying with the requirement.

Clause 90      Surveying Regulation 2006

Part 4          Miscellaneous

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- (2) A surveyor who obtains an exemption under this clause must record, on any survey plan arising from the survey, the exemption number or type and the clause or clauses to which the exemption relates.

**90 Savings provision**

Any act, matter or thing that had effect under the *Surveying Regulation 2001* immediately before the repeal of that Regulation by the *Subordinate Legislation Act 1989* is taken to have effect under this Regulation.



Surveying Regulation 2006

Forms

Schedule 1

## Schedule 1 Forms

(Clause 5 (2))

### Form 1 Survey certificate

(Surveying Regulation 2006—Clause 70)

I, *[Insert Name]* of *[Insert Address]*, a surveyor registered under the *Surveying Act 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation 2006* and was completed on: *[Insert date of completion of survey]*.

The survey relates to: *[Specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey]*

Dated:

*[Signature]*

Surveyor registered under  
the *Surveying Act 2002*

### Form 2 Certificate as to survey not requiring strict accuracy

(Surveying Regulation 2006—Clause 70)

I, *[Insert Name]* of *[Insert Address]*, a surveyor registered under the *Surveying Act 2002*, certify that the survey represented in this plan (or sketch) was made in accordance with clause 9 of the *Surveying Regulation 2006* and *[is/is not]*\* a survey to be lodged with a public authority as referred to in that clause.

*[Signature]*

Surveyor registered under  
the *Surveying Act 2002*

\* Strike out inappropriate words.

### Form 3 Notice of entry

(Surveying Regulation 2006—Clause 86)

To the occupier of: *[Insert reference to land proposed to be entered]*

I, *[Insert Name]* of *[Insert Address]*, in my capacity as *[Insert capacity of person concerned, such as "a surveyor" or "an authorised person"]*, give notice under section 19 of the *Surveying Act 2002* that I intend to enter the land referred to above on: *[Insert dates of proposed entry]* together with my assistants for purposes relating to the making of a survey.

Dated:

*[Signature]*

Surveyor registered under  
the *Surveying Act 2002*

Surveying Regulation 2006

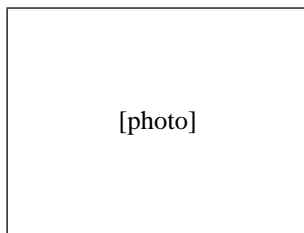
Schedule 1      Forms

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**Form 4    Certificate of authority**

(Surveying Regulation 2006—Clause 87)

**Board of Surveying and Spatial Information**



I certify that:

[*Name of person*]

Identification number:

is [*Insert capacity of cardholder, such as “a surveyor” or “an authorised person”*] and is authorised to exercise the powers of entry conferred by Part 4 of the *Surveying Act 2002*

Date of issue

DD/MM/YY

Surveyor-General

Surveying Regulation 2006

Boundary marks

Schedule 2

## Schedule 2 Boundary marks

(Clause 27)

Mark	Form or style of mark	Requirements for placement and use of mark
Peg	<p>Peg of sound durable, hardwood or white cypress pine pointed for about two-thirds of its length or polycarbonate pegs as approved.</p> <p><b>Rural surveys</b>—At least 450mm long and at least 75mm by 75mm nominal section at the top end.</p> <p><b>Urban surveys</b>—At least 350mm long and at least 75mm by 35mm nominal section at the top end.</p>	<ul style="list-style-type: none"> <li>• The centre of the top of a peg must represent the survey point except that, if conditions prevent the correct centring of a peg, the survey point may be represented by a non-corrodible tack or nail driven into the peg.</li> <li>• Peg must be placed upright in the ground, point downwards, so that its top is not more than 80mm above the ground level. The earth surrounding it must be securely compacted.</li> <li>• If a peg projecting above the surface of the ground could be hazardous or inconvenient to the public the peg may, at the discretion of the surveyor, be placed flush with the surface of the ground. If that is done, the fact must be noted on the survey plan.</li> <li>• When the depth of soil is insufficient to permit the conventional placement of a peg, then:             <ol style="list-style-type: none"> <li>(a) if there is sound rock, a drill hole and wing or chiselled wings must be placed in the rock, or</li> <li>(b) if there is no sound rock, a cairn of rocks must be built around the peg above the surface of the soil.</li> </ol> </li> </ul>
Drill hole	Drill hole of at least 6mm in diameter and at least 10mm deep.	<ul style="list-style-type: none"> <li>• Drilled into rock, concrete or substantial structure.</li> <li>• If practicable, a chiselled wing must be cut and directed to the mark.</li> </ul>

## Surveying Regulation 2006

## Schedule 2 Boundary marks

Mark	Form or style of mark	Requirements for placement and use of mark
Non-corrodible nail (fixed timber)	Non-corrodible nail at least 65mm long.	<ul style="list-style-type: none"> <li>Driven completely into fixed timber.</li> <li>If practicable, a chiselled wing must be cut and directed to the mark.</li> </ul>
Non-corrodible nail (concrete)	Non-corrodible hardened steel nail at least 20mm long.	<ul style="list-style-type: none"> <li>Driven completely into rock, concrete or other substantial material.</li> <li>If practicable, a chiselled wing must be cut and directed to the mark.</li> <li>The mark must also be painted.</li> </ul>
Non-corrodible rod or spike	Non-corrodible rod or spike at least 150mm long.	<ul style="list-style-type: none"> <li>Only to be used if the placement of a peg is not practicable.</li> <li>Driven flush to the surface.</li> </ul>
Star picket	Star picket at least 450mm long.	<ul style="list-style-type: none"> <li>Placed vertically and at least flush with the surface of the ground.</li> </ul>
Boundary Mark token	A non-corrodible token at least 32mm diameter and 1.5mm thick with "Boundary Mark" permanently stamped, engraved or etched on the upper surface.	<ul style="list-style-type: none"> <li>"Boundary Mark" token securely attached to timber, post or fence etc by using a non-corrodible nail, spike, rivet or screw.</li> </ul>
<p>Dimensions are in millimetres</p>		
Broad arrow	Broad arrow at least 80mm long, 20mm wide and 10mm deep at the base, pointed at one end.	<ul style="list-style-type: none"> <li>Cut in rock, concrete, substantial structure or fixed timber.</li> </ul>

Surveying Regulation 2006

Boundary marks

Schedule 2

<b>Mark</b>	<b>Form or style of mark</b>	<b>Requirements for placement and use of mark</b>
Lockspit	A trench, or line of packed stones, not less than one metre long, 200mm wide, 150mm deep and commencing 300mm from each boundary mark.	<ul style="list-style-type: none"> <li>• Dug or placed in the direction of the boundary lines.</li> <li>• If the type of soil renders trenches ineffective, direction stakes at least 50mm wide by 30mm thick by 450mm long may be placed in the direction of the boundary lines 4 metres distant from the corner.</li> </ul>
Chiselled wing	Chiselled wing at least 80mm long, 20mm wide and 10mm deep at the base, pointed at one end.	<ul style="list-style-type: none"> <li>• Cut in rock, concrete, substantial structure or fixed timber.</li> <li>• Not to be used by itself as a boundary mark.</li> </ul>
Approved mark	A mark of a durable character approved for specific terrain.	<ul style="list-style-type: none"> <li>• As approved by the Surveyor-General.</li> </ul>

## Surveying Regulation 2006

## Schedule 3 Reference marks

**Schedule 3 Reference marks**

(Clause 27)

<b>Mark</b>	<b>Form or style of mark</b>	<b>Requirements for placement and use of mark</b>
Permanent Survey Mark	As for the Permanent Survey Marks described in Schedule 4.	<ul style="list-style-type: none"> <li>As specified in Schedule 4.</li> </ul>
Drill hole and wing	Drill hole at least 6mm in diameter and at least 10mm deep.	<ul style="list-style-type: none"> <li>Drilled into rock, concrete or substantial structure.</li> <li>A chiselled wing must be cut and directed to the mark.</li> </ul>
Chiselled wing	Chiselled wing at least 80mm long, 20mm wide and 10mm deep at the base, pointed at one end.	<ul style="list-style-type: none"> <li>Cut in a substantial structure, fixed timber or the sound wood of a suitable tree.</li> <li>The point of the chiselled wing being the reference point, the chiselled wing to face towards the relevant corner.</li> <li>Placed at a convenient height above ground level.</li> </ul>
Broad arrow	Broad arrow comprising of three chiselled wings at least 80mm long, 20mm wide and 10mm deep at the base, pointed at one end.	<ul style="list-style-type: none"> <li>Cut in rock, concrete, substantial structure, fixed timber or the sound wood of a suitable tree.</li> <li>The point of the chiselled wing being the reference point.</li> <li>Faced towards the relevant corner.</li> <li>Placed at a convenient height above ground level.</li> </ul>
Metal spike or galvanised iron pipe	Metal spike at least 300mm long. If a solid metal spike, an external diameter of at least 20mm. If a pipe, an internal diameter of at least 20mm and a rim wall thickness of at least 3mm.	<ul style="list-style-type: none"> <li>Placed vertically and at least 80mm below the surface of the ground, or deeper if placed below where fencing is likely to be erected.</li> </ul>
Specific point	A specific point, on a permanent or substantial structure.	<ul style="list-style-type: none"> <li>The specific point must be adequately described.</li> <li>If practicable, a chiselled wing must be cut and directed to the mark.</li> </ul>

## Surveying Regulation 2006

## Reference marks

## Schedule 3

<b>Mark</b>	<b>Form or style of mark</b>	<b>Requirements for placement and use of mark</b>
Galvanised star picket	Galvanised star picket at least 450mm long.	<ul style="list-style-type: none"> <li>Placed vertically and at least 80mm below the surface of the ground, or deeper if placed below where fencing is likely to be erected.</li> </ul>
Non-corrodible nail	Non-corrodible nail at least 65mm long.	<ul style="list-style-type: none"> <li>Driven completely into fixed timber.</li> <li>If practicable, a chiselled wing must be cut and directed to the mark.</li> </ul>
PVC pipe	PVC pipe at least one metre in length and 20mm in internal diameter, made of material with a thickness of at least 3mm.	<ul style="list-style-type: none"> <li>For use in swampy or marsh areas.</li> <li>Placed vertically.</li> </ul>
Glass bottle	Glass bottle filled with sand, soil, cement or other similar material and at least 200mm long and 30mm in neck diameter.	<ul style="list-style-type: none"> <li>Placed vertically and at least 80mm below the surface of the ground, or deeper if placed below where fencing is likely to be erected.</li> </ul>
Reinforced concrete block	Reinforced concrete block in the form of a truncated pyramid 400mm long, 150mm square (at the lower end) and 100mm square (at the upper end) into the top of which a non-corrodible nail or plug at least 80mm long has been inserted at least 75mm deep.	<ul style="list-style-type: none"> <li>Placed vertically and at least 80mm below the surface of the ground, or deeper if placed below where fencing is likely to be erected.</li> </ul>
Approved mark	A mark of a durable character approved for specific terrain.	<ul style="list-style-type: none"> <li>As approved by the Surveyor-General.</li> </ul>

Surveying Regulation 2006

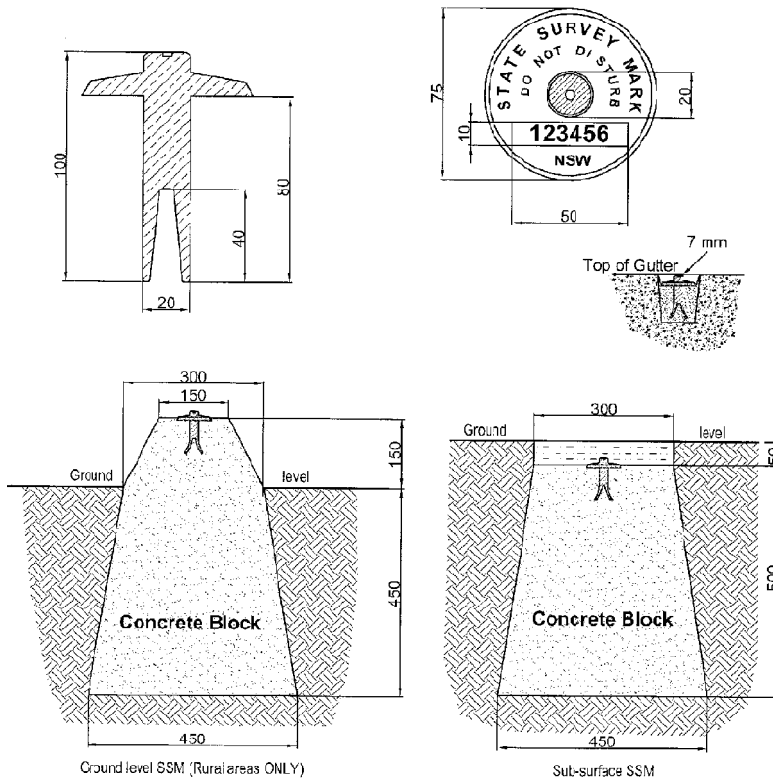
Schedule 4 Permanent survey marks

**Schedule 4 Permanent survey marks**

(Clause 27)

**Type 1 (State Survey Mark)**

Dimensions are in millimetres



NOTE: Where an existing structure or solid rock is unavailable the mark is to be placed in the top of a concrete block and cast in situ. The block must have a volume of concrete of at least 0.07 cubic metres and shaped as indicated above



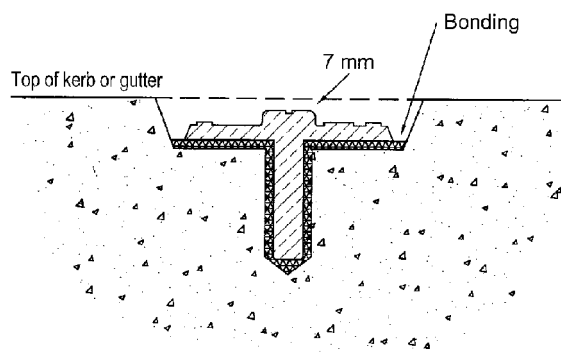
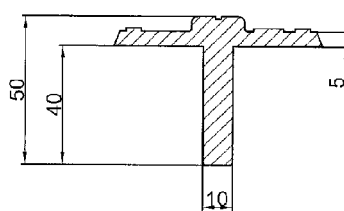
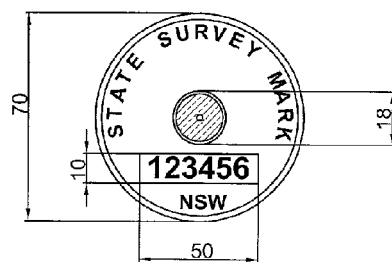
Surveying Regulation 2006

Permanent survey marks

Schedule 4

**Type 2 (State Survey Mark)**

Dimensions are in millimetres

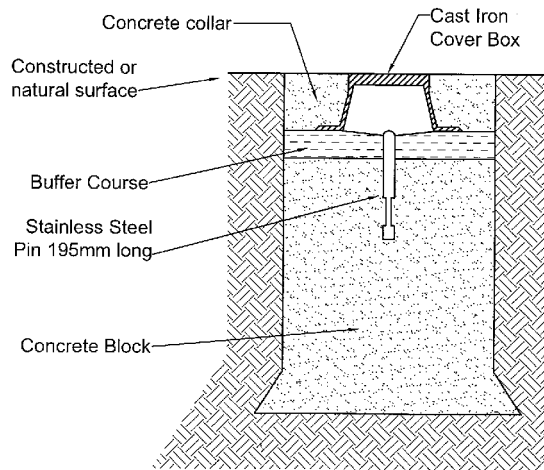
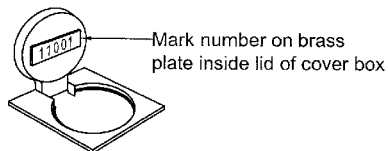


Fixation is by drilling and bonding with a suitable epoxy-resin compound

Surveying Regulation 2006

Schedule 4 Permanent survey marks

**Type 4 (Urban Type)**



Minimum size of concrete 460mm deep by 380mm square and enlarged at the bottom. Where solid rock is met the depth may be varied.

In localities where the ground is unstable the dimensions must be increased.

The stainless steel pin is to protrude 50mm above the surface of the concrete block.

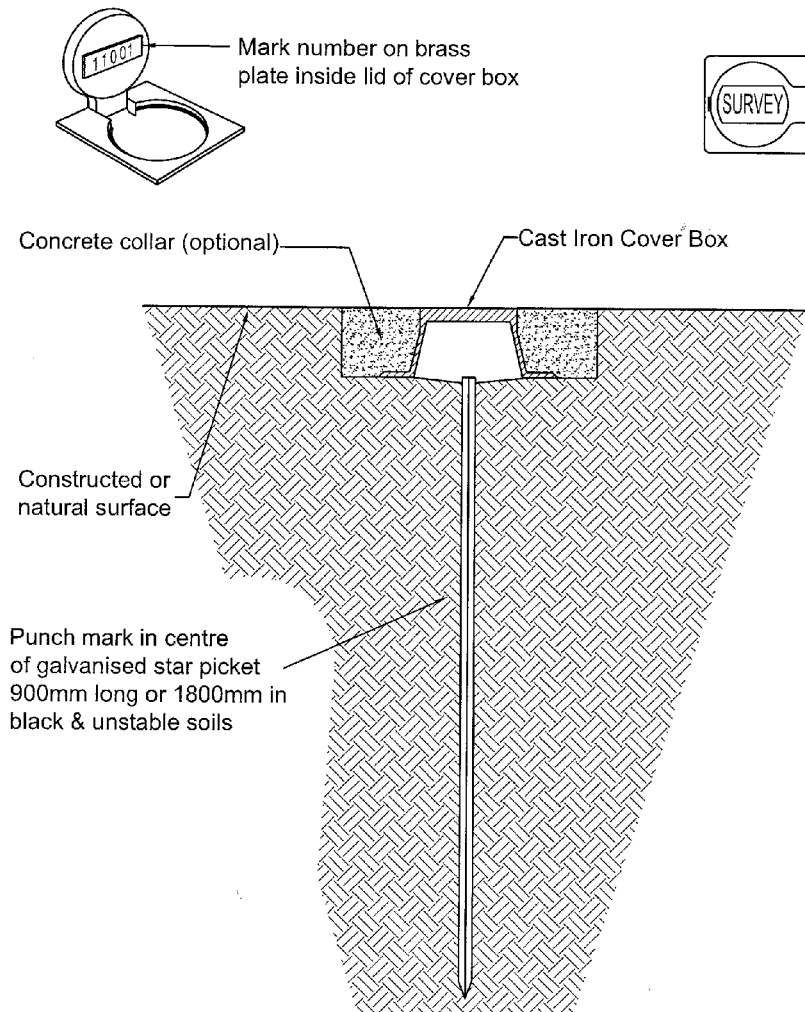
The buffer course is to be a 50mm layer of crushed brick, gravel or coarse sand.

Surveying Regulation 2006

Permanent survey marks

Schedule 4

**Type 6 (Non Urban Type)**

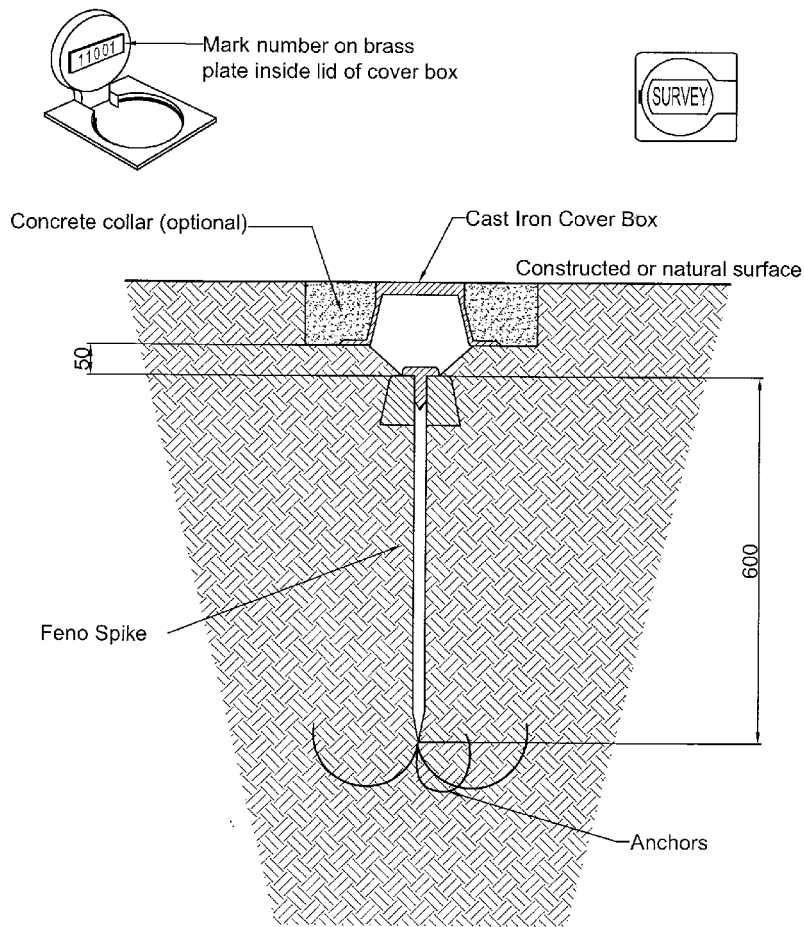


NOTE:- The above are minimum specifications. It is preferable that a concrete collar be added.

Surveying Regulation 2006  
Schedule 4 Permanent survey marks

**Type 7 (Feno Spike with Cover Box)**

Dimensions are in millimetres



NOTE:- The above are minimum specifications.  
It is preferable that a concrete collar be added.

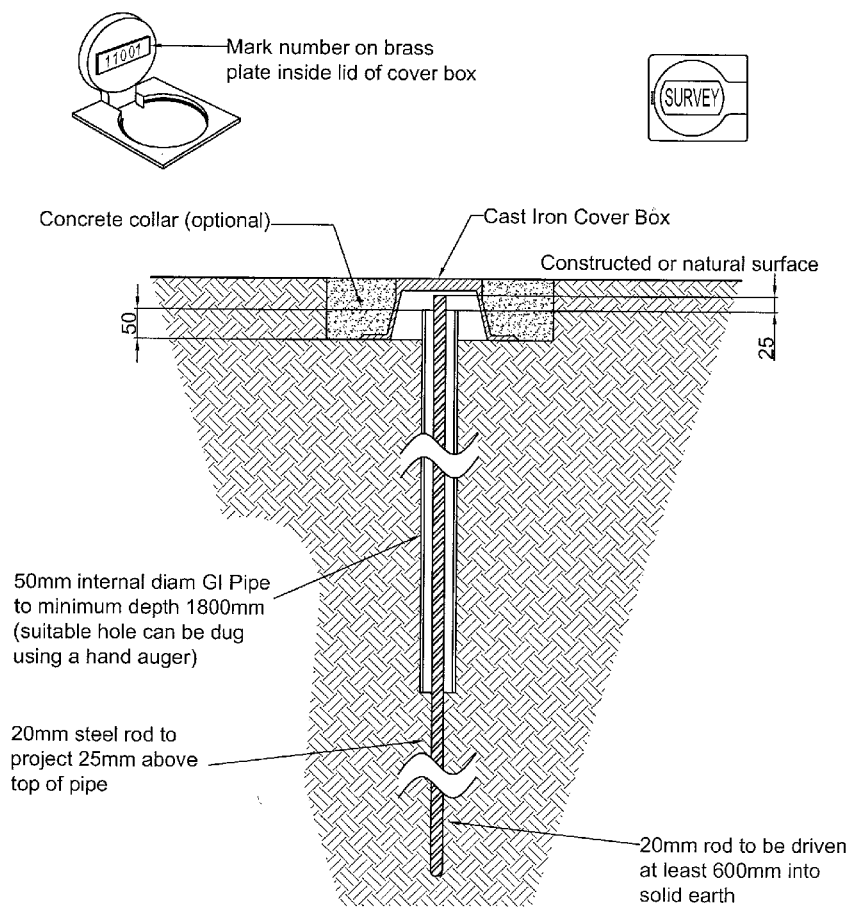
Surveying Regulation 2006

Permanent survey marks

Schedule 4

**Type 8 (D.W.R. "C-Type" Mark)**

Dimensions are in millimetres

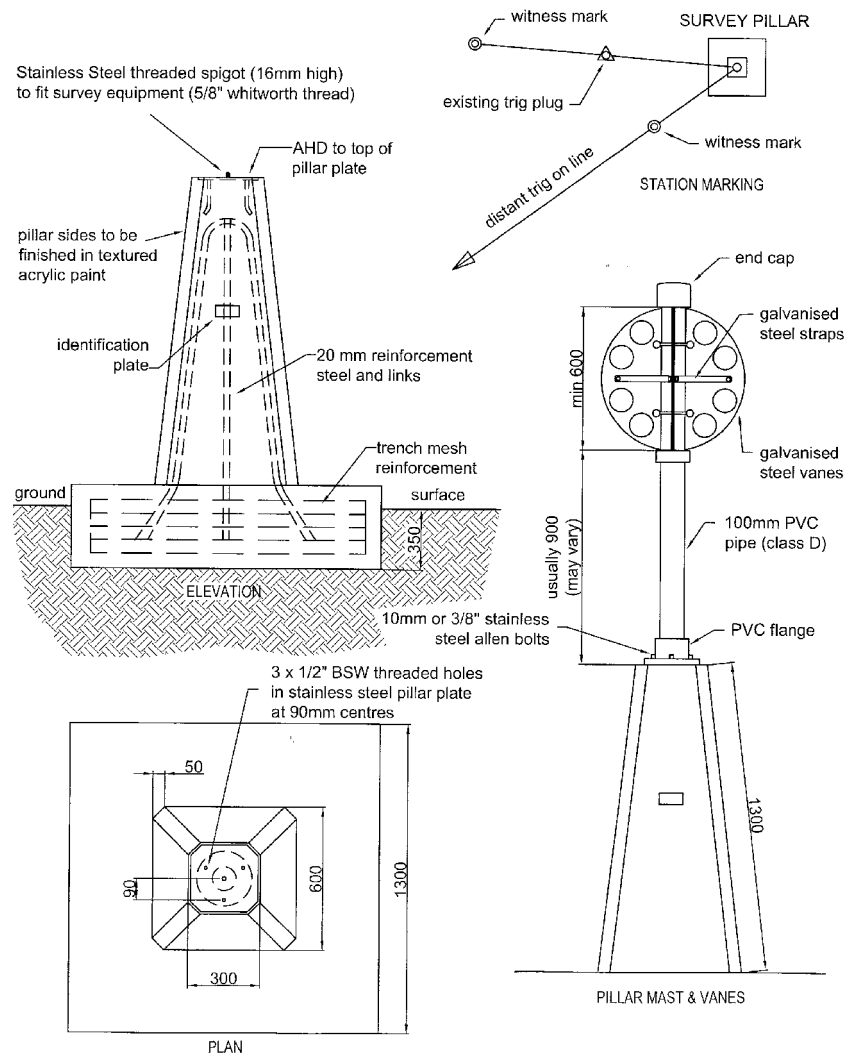


Surveying Regulation 2006

Schedule 4 Permanent survey marks

**Type 9 (Trigonometrical Station)**

Dimensions are in millimetres



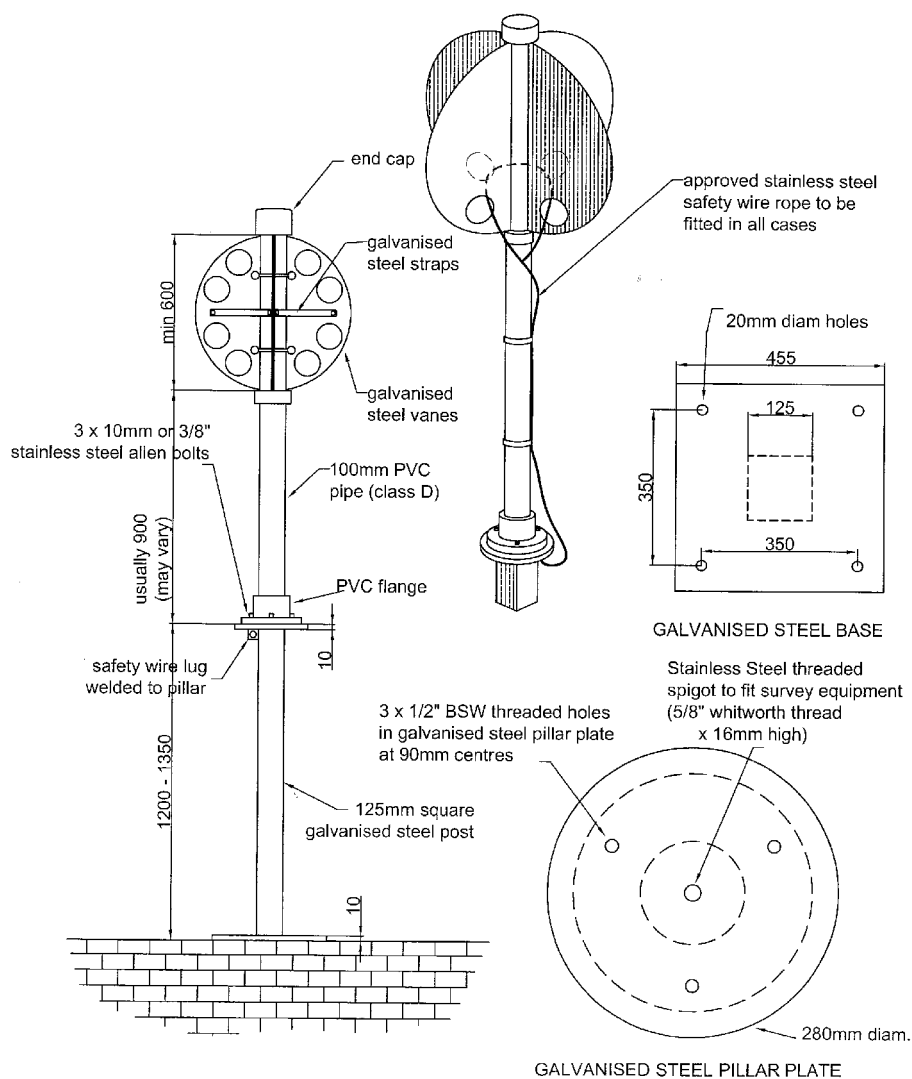
Surveying Regulation 2006

Permanent survey marks

Schedule 4

### Type 10 (Rooftop Pillar)

Dimensions are in millimetres



## Surveying Regulation 2006

## Schedule 5 Conventional signs and symbols

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**Schedule 5 Conventional signs and symbols**

(Clause 68)

**Conventional signs and symbols to be used on plans**

(Boundaries)

State	
Territorial Division	
Local Government Area	
State Forest	
State Recreational Area	
National park, nature reserve or regional park	
State Coal Mine	
County	
Parish	
Public Road	
Surveyed Reserved Road	
Railway	
Track	
Fence on the boundary	
Fence not on the boundary	

(Symbols)

Boundary mark	
Reference mark	
Permanent Survey Mark	
Trigonometrical Station	



Surveying Regulation 2006

Fees and deposits

Schedule 6

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## Schedule 6 Fees and deposits

(Clause 85)

Column 1	Column 2	Column 3
Item	Matter for which fee or deposit payable	Fee/deposit
1	Application to sit for Board examination	\$250 per subject
2	Application to enrol in recognised professional training agreement	\$60
3	Relodgment of application to enrol in recognised professional training agreement	\$30
4	Variation of application to enrol in recognised professional training agreement	\$30
5	Submission of recognised professional training agreement report	\$200 per report
6	Resubmission of recognised professional training agreement report	\$100
7	Final interview (recognised professional training agreement report)	\$200
8	Application for granting of registration	\$60
9	Application for restoration of registration	\$150
10	Application for replacement of certificate of registration	\$60
11	Registration administration fee	\$360 or, in the case of registration as both a land surveyor and mining surveyor, \$240 in respect of each registration
12	Application to inspect register of public surveys	\$25
13	Extract from register of public surveys (per entry)	\$4
14	Extract from register of surveyors (per entry)	\$4
15	Application for certificate of authority	\$80
16	Deposit payable for deferred placement of survey marks	\$750, or \$250 per survey mark, whichever is the greater

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## Surveying Regulation 2006

Schedule 6 Fees and deposits

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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Item</b>	<b>Matter for which fee or deposit payable</b>	<b>Fee/deposit</b>
17	Application for Board's determination that a person's abilities and experience qualify the person to be a survey drafter or surveyor's assistant	\$80
18	Application to be a student of surveying, survey drafter or surveyor's assistant	\$80
19	Supply of evidentiary certificate under section 55 of the <i>Licensing and Registration (Uniform Procedures) Act 2002</i>	\$60

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New South Wales

# Sydney Water Regulation 2006

under the

Sydney Water Act 1994

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Sydney Water Act 1994*.

DAVID CAMPBELL, M.P.,  
Minister for Water Utilities

## Explanatory note

The object of this Regulation is to replace, with some amendments, the *Sydney Water Regulation 2000* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

This Regulation deals with the following matters:

- (a) the performance of plumbing and drainage work, including the requirement for a permit to do plumbing or drainage work and the exceptions to that requirement, the remedying of defective work, and the giving of certificates of compliance by persons who have completed plumbing or drainage work,
- (b) the imposition of restrictions on the use of water in Sydney Water Corporation's area of operations,
- (c) the regulation of conduct in the part of Prospect Reservoir that belongs to Sydney Water Corporation,
- (d) the issuing of penalty notices in relation to certain offences under the *Sydney Water Act 1994* and the Regulation.

This Regulation refers to the *New South Wales Code of Practice Plumbing and Drainage* produced by the Committee on Uniformity of Plumbing and Drainage Regulations in New South Wales and to the Australian Standard entitled AS 5200.000—2006, *Technical specification for plumbing and drainage products—Procedures for certification of plumbing and drainage products*.

This Regulation is made under the *Sydney Water Act 1994*, including section 106 (the general regulation-making power) and the sections referred to in the Regulation.

Sydney Water Regulation 2006

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## Sydney Water Regulation 2006

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Clause 1 Sydney Water Regulation 2006

Part 1 Preliminary

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## Sydney Water Regulation 2006

under the

Sydney Water Act 1994

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Sydney Water Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Sydney Water Regulation 2000* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

#### 3 Definition

- (1) In this Regulation:  
*the Act* means the *Sydney Water Act 1994*.
- (2) Notes included in this Regulation do not form part of this Regulation.

Sydney Water Regulation 2006

Clause 4

Plumbing and drainage

Part 2

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## Part 2 Plumbing and drainage

### 4 Definitions

In this Part:

**approved** means approved by the Corporation.

**certificate of compliance** means a certificate of the kind referred to in clause 14.

**defect** in a water, sewerage or stormwater drainage service includes:

- (a) a construction or use of the service that does not comply with the Plumbing and Drainage Code of Practice, and
- (b) a blockage or leakage in the service.

**dwelling** means a room or suite of rooms occupied or used, or so constructed or adapted as to be capable of being occupied or used, as a separate residence.

**fitting** includes any pipe, apparatus or fixture used for plumbing or drainage work.

**permit** means a permit granted by the Corporation under this Part and in force.

**Plumbing and Drainage Code of Practice** means the *New South Wales Code of Practice Plumbing and Drainage* produced by the Committee on Uniformity of Plumbing and Drainage Regulations in NSW on 1 July 2006 (which is available from the Corporation).

**plumbing or drainage work** means work comprising or affecting:

- (a) a water supply service pipe or its connection to a water main of the Corporation, or
- (b) a recycled (or reclaimed) water pipe or its connection to a water main of the Corporation, or
- (c) the installation of a device to divert or treat greywater, or
- (d) a sewerage service pipe or its connection to a sewer main of the Corporation, or
- (e) a stormwater drainage service drain or its connection to a stormwater drain of the Corporation.

**recycled (or reclaimed) water pipe** means a pipe connecting premises to a recycled water main of the Corporation or to a greywater diversion or treatment system, and includes the fittings connected to the pipe.

**repair** includes make good, replace, reconstruct, remove, alter, cleanse or clear.

**sewerage service pipe** means a pipe connecting premises to a sewer main of the Corporation, and includes the fittings connected to the pipe.

Clause 5 Sydney Water Regulation 2006

Part 2 Plumbing and drainage

*stormwater drainage service drain* means a stormwater drain connecting premises to a stormwater drain of the Corporation, and includes the fittings connected to the drain.

*water supply service pipe* means a pipe connecting premises to a water main of the Corporation, and includes the fittings connected to the pipe.

**5 Plumbing and drainage work to comply with Code of Practice and to use only approved fittings**

- (1) A person must not do plumbing or drainage work otherwise than in accordance with the Plumbing and Drainage Code of Practice.  
Maximum penalty: 200 penalty units in the case of a corporation, 100 penalty units in any other case.
- (2) A person is not guilty of an offence under subclause (1) if:
- (a) the work involves:
    - (i) repairing a tap or showerhead in a dwelling, or
    - (ii) the installation of water-restricting or flow-regulating devices to tap end fittings (including showerheads) in a dwelling, and
  - (b) the person carrying out the work:
    - (i) is an owner or occupier of the dwelling, or
    - (ii) has been authorised to carry out the work by a person who is an owner or occupier of the dwelling and does not receive payment or other consideration for carrying out that work.
- (3) Subclause (2) does not apply to work involving the repair of any thermostatic mixing valve, tempering valve or backflow prevention device.
- (4) A person must not use any fitting for plumbing or drainage work unless the fitting is approved.  
Maximum penalty: 200 penalty units in the case of a corporation, 100 penalty units in any other case.

**6 Permit required for plumbing or drainage work**

- (1) A person must not do plumbing or drainage work unless authorised by a permit to do the work.  
Maximum penalty: 200 penalty units in the case of a corporation, 100 penalty units in any other case.
- (2) A person is not guilty of an offence under subclause (1) if:
- (a) the work involves:
    - (i) repairing a tap or showerhead in a dwelling, or



Sydney Water Regulation 2006

Clause 7

Plumbing and drainage

Part 2

- 
- (ii) the installation of water-restricting or flow-regulating devices to tap end fittings (including showerheads) in a dwelling, and
  - (b) the person carrying out the work:
    - (i) is an owner or occupier of the dwelling, or
    - (ii) has been authorised to carry out the work by a person who is an owner or occupier of the dwelling and does not receive payment or other consideration for carrying out that work.
  - (3) Subclause (2) does not apply to work involving the repair of any thermostatic mixing valve, tempering valve or backflow prevention device.
  - (4) A person is not guilty of an offence under subclause (1) if:
    - (a) the work is done in an emergency:
      - (i) to prevent waste of water, or
      - (ii) to restore a water supply that has been shut off to prevent waste of water, or
      - (iii) to free a choked pipe, or
      - (iv) to prevent damage to property, and
    - (b) the person duly applies for a permit for the work as soon as practicable after the work is done.
  - (5) This clause does not apply to or in respect of plumbing or drainage work done by an employee of the Corporation.

#### **7 Application for permit**

- (1) An application for a permit:
  - (a) must be made in an approved form, and
  - (b) must be lodged at an office of the Corporation.
- (2) The lodgment may be made by such electronic means of communication (if any) that the Corporation indicates it will accept.
- (3) An applicant must pay the fee determined by the Corporation for the granting of a permit.

#### **8 Grant or refusal of permits**

- (1) The Corporation may grant a permit (either unconditionally or subject to conditions) or may refuse to grant a permit.

Clause 9 Sydney Water Regulation 2006

Part 2 Plumbing and drainage

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- (2) Without limiting subclause (1), the Corporation may refuse to grant a permit to a person:
- (a) who, in its opinion, has previously carried out plumbing or drainage work in contravention of the Act, this Part, a predecessor of this Part or a direction under the Act, this Part or a predecessor of this Part, or
  - (b) while any relevant information that was not supplied with the application and that has been requested by the Corporation from the applicant is outstanding.

**9 Conditions of permits must be complied with**

A person must not contravene a condition of a permit.

Maximum penalty: 200 penalty units in the case of a corporation, 100 penalty units in any other case.

**10 Suspension or cancellation of permit**

- (1) The Corporation may, by written notice served on the holder of a permit, suspend or cancel the permit if:
- (a) the permit was granted on the basis of false or misleading information, or
  - (b) the holder of the permit has contravened a condition of the permit, or
  - (c) the holder of the permit has contravened the Act, this Part or a direction under the Act or this Part.
- (2) The notice must set out the reason for the suspension or cancellation.
- (3) The Corporation may suspend or cancel a permit at the request of:
- (a) the holder of the permit, or
  - (b) the owner, or duly authorised agent of the owner, of the premises on which the work authorised by the permit is to be, or is being, done.

**11 Corporation to be notified of damage to its works or other property**

A person who, in the course of doing plumbing or drainage work, damages a work or other property of the Corporation must immediately notify the Corporation of the damage.

Maximum penalty: 200 penalty units in the case of a corporation, 100 penalty units in any other case.

Sydney Water Regulation 2006

Clause 12

Plumbing and drainage

Part 2

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## 12 Defective plumbing or drainage work

- (1) The Corporation may, by written notice served on a person who is carrying out (or has carried out) plumbing or drainage work, direct the person:
  - (a) to repair, as specified by the Corporation, work done otherwise than in accordance with good trade practice, or
  - (b) to bring into conformity with the Plumbing and Drainage Code of Practice work done otherwise than in accordance with that Code, or
  - (c) to repair, as specified by the Corporation, a defective fitting used in any of the work done, or
  - (d) to bring into conformity with the Corporation's approval any fitting that does not comply with the approval.
- (2) A person to whom such a direction is given must not fail to comply with the direction.  
Maximum penalty: 200 penalty units in the case of a corporation, 100 penalty units in any other case.
- (3) If a direction is given to a person before a certificate of compliance is given for the work, the person must not continue with the work until the direction has been complied with.  
Maximum penalty: 200 penalty units in the case of a corporation, 100 penalty units in any other case.
- (4) A direction is of no effect if it is issued more than 2 years after the work to which it relates has been completed.

## 13 Approval of fittings

- (1) The Corporation may, before it approves a fitting of a particular kind as required under clause 5 (4):
  - (a) require:
    - (i) a fitting of that kind to be submitted to the Corporation or a body nominated by the Corporation for examination and testing, or
    - (ii) submission to the Corporation of a satisfactory result of tests of a fitting of that kind carried out by an approved person or body, and
  - (b) require fittings of that kind to be manufactured under an approved system of quality assurance.

Clause 14 Sydney Water Regulation 2006

Part 2 Plumbing and drainage

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- (2) The Corporation must not approve a particular kind of fitting unless it is satisfied that it complies with the requirements of the Australian Standard entitled AS 5200.000—2006, *Technical specification for plumbing and drainage products—Procedures for certification of plumbing and drainage products*.

**14 Person to give certificate of compliance after work completed**

- (1) A person who does plumbing or drainage work must, within 48 hours after completing the work:
- (a) give the Corporation a certificate of compliance duly completed and signed by the person, and
  - (b) give a copy of the certificate to the owner of the premises on which the work was done or to which the work was connected.
- Maximum penalty: 200 penalty units in the case of a corporation, 100 penalty units in any other case.
- (2) A certificate of compliance must be in the approved form and must certify that the plumbing or drainage work to which it relates has been completed in accordance with the Plumbing and Drainage Code of Practice.
- (3) A person must not, in a certificate of compliance, provide information that the person knows, or could reasonably be expected to have known, to be false or misleading in a material particular.
- Maximum penalty: 200 penalty units in the case of a corporation, 100 penalty units in any other case.
- (4) This clause does not apply to or in respect of plumbing or drainage work done by an employee of the Corporation or a person referred to in clause 6 (2).

Sydney Water Regulation 2006

Clause 15

Water restrictions

Part 3

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## Part 3 Water restrictions

### 15 Restrictions on use of water

- (1) If the Minister considers it necessary to do so in the case of drought or accident, or the Minister is for some other reason of the opinion that it is necessary in the public interest and for the purpose of maintaining water supply, the Minister may, by notice, regulate or restrict any one or more of the following:
  - (a) the purposes for which water may be used,
  - (b) the times when water may be used,
  - (c) the quantities of water that may be used,
  - (d) the means or methods of the use of water.
- (2) Any such notice regulating or restricting the use of water:
  - (a) is required to be published in the Gazette or in a newspaper circulating in the area of operations of the Corporation, and
  - (b) may apply to the whole of the area of operations of the Corporation or to such part of that area as is specified in the notice, and
  - (c) takes effect on the date specified in the notice (being a date that is not earlier than the date on which the notice is published), and
  - (d) has effect despite the provisions of any contract relating to the supply of water by the Corporation.
- (3) A person must not use water contrary to a notice under this Part.  
Maximum penalty: 50 penalty units in the case of a corporation, 5 penalty units in any other case.

### 16 Cutting off supply

The Corporation may cut off or restrict the supply of water to any land if the owner, occupier or person requiring a supply of water fails to comply with a notice under this Part regulating or restricting the use of water.

Clause 17	Sydney Water Regulation 2006
Part 4	Regulation of conduct in controlled area (Prospect Reservoir)

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## Part 4 Regulation of conduct in controlled area (Prospect Reservoir)

### 17 Definitions

In this Part:

**authorised person** means any of the following:

- (a) an employee of the Corporation,
- (b) a person authorised in writing by the Corporation for the purposes of this Part,
- (c) a police officer.

**controlled area** means the land of the Corporation in or around Prospect Reservoir and shown on the map marked “Controlled Area—Prospect Reservoir” held at the offices of the Corporation.

**vehicle** includes:

- (a) any apparatus drawn or propelled wholly or partly by an animal, volatile spirit, steam, gas, oil, electricity or wind that is wholly or partly used for the conveyance of persons or things, and
- (b) any trailer or caravan, whether or not it is in the course of being towed, and
- (c) any motor vehicle, motor carriage or motor cycle, and
- (d) any cycle.

### 18 Fees and charges

- (1) The Corporation may from time to time determine the fees or charges payable in respect of the entry by persons or vehicles to any part of the controlled area.
- (2) A person who is liable to pay fees or charges so determined may be denied entry to the part of the controlled area concerned unless the fees or charges are paid on the request of an authorised person.
- (3) An authorised person may direct a person who has entered the controlled area without paying the relevant fees or charges to leave the area.
- (4) A person given a direction referred to in subclause (3) must comply with it.

Maximum penalty: 2 penalty units.

### 19 Entry restrictions

A person must not enter or remain in the controlled area except:

- (a) with the Corporation’s consent, and

Sydney Water Regulation 2006

Clause 20

Regulation of conduct in controlled area (Prospect Reservoir)

Part 4

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(b) in compliance with any conditions of the consent.

Maximum penalty for an offence under paragraph (a): 100 penalty units in the case of a corporation, 10 penalty units in any other case.

Maximum penalty for an offence under paragraph (b): 50 penalty units in the case of a corporation, 5 penalty units in any other case.

## **20 Gates not to be opened**

(1) A person must not:

(a) open any gate in or to the controlled area, or

(b) remove any barrier to entering the controlled area.

Maximum penalty for an offence under paragraph (a): 50 penalty units in the case of a corporation, 5 penalty units in any other case.

Maximum penalty for an offence under paragraph (b): 100 penalty units in the case of a corporation, 10 penalty units in any other case.

(2) A person does not commit an offence under subclause (1) in the case of anything done with the Corporation's consent and in accordance with any conditions of the consent.

## **21 Interference with water**

(1) A person must not dam, divert or take any water in the controlled area that is water from which the Corporation draws its supply or that is available for supply by the Corporation.

Maximum penalty: 100 penalty units in the case of a corporation, 10 penalty units in any other case.

(2) A person does not commit an offence under subclause (1) in the case of anything done with the Corporation's consent and in accordance with any conditions of the consent.

## **22 Control of pollution and disease**

(1) A person must not:

(a) bring into or leave in the controlled area any waste, or

(b) pollute waters in the controlled area.

Maximum penalty: 100 penalty units in the case of a corporation, 10 penalty units in any other case.

(2) A person does not commit an offence under subclause (1) in the case of anything done:

(a) with the Corporation's consent and in accordance with any conditions of the consent, or

Clause 23	Sydney Water Regulation 2006
Part 4	Regulation of conduct in controlled area (Prospect Reservoir)

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(b) in accordance with a licence granted under the *Protection of the Environment Operations Act 1997*.

(3) A person must comply with any direction given by the Corporation or an authorised person for:

(a) the disposal of any waste in the controlled area, or of any other substance that is in the controlled area and that the Corporation considers may detrimentally affect any water in the area, or

(b) the removal of any such waste or other substance from the controlled area.

Maximum penalty: 100 penalty units in the case of a corporation, 10 penalty units in any other case.

(4) A person (including a body corporate) who becomes aware that any person, animal or property in the controlled area is carrying, infected with or affected by any water-borne infectious disease must notify the Corporation of that fact within 24 hours after first becoming so aware.

Maximum penalty: 50 penalty units in the case of a corporation, 5 penalty units in any other case.

(5) In this clause:

***pollute waters*** includes cause or permit waters to be polluted.

***waste*** has the same meaning as it has in the *Protection of the Environment Operations Act 1997*.

### 23 Certain conduct prohibited

(1) A person must not:

(a) fish in the controlled area, or

(b) drive or ride any vehicle or lead or ride any animal onto or in the controlled area, or

(c) bring onto or have in the person's possession or control in the controlled area any firearm or prohibited weapon unless the person is a police officer acting in connection with the performance of that person's duties as such an officer, or

(d) land any aircraft (including an ultra-light aircraft, hang-glider and balloon) in the controlled area, or

(e) sell or offer for sale any goods on or by any public road in the controlled area.

Maximum penalty for an offence under paragraph (a), (b) or (c): 50 penalty units in the case of a corporation, 5 penalty units in any other case.



Sydney Water Regulation 2006

Clause 24

Regulation of conduct in controlled area (Prospect Reservoir)

Part 4

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Maximum penalty for an offence under paragraph (d) or (e): 100 penalty units in the case of a corporation, 10 penalty units in any other case.

- (2) A person does not commit an offence under subclause (1) in the case of anything done with the Corporation's consent and in accordance with any conditions of the consent.

#### **24 Use of water**

- (1) A person must not:
- (a) swim in the controlled area, or
  - (b) use any boat or other water-borne craft on any water in the controlled area, or
  - (c) wash in any water in the controlled area, or
  - (d) cause any animal, animal matter, plant or plant matter to enter or remain in any water in the controlled area.

Maximum penalty: 100 penalty units in the case of a corporation, 10 penalty units in any other case.

- (2) A person does not commit an offence under subclause (1) in the case of anything done with the Corporation's consent and in accordance with any conditions of the consent.

#### **25 Camping**

- (1) A person must not camp in the controlled area.

Maximum penalty: 100 penalty units in the case of a corporation, 10 penalty units in any other case.

- (2) A person does not commit an offence under subclause (1) in the case of anything done with the Corporation's consent and in accordance with any conditions of the consent.

#### **26 Fires**

- (1) A person must not light, maintain or use a fire in the controlled area unless the fire is lit in a portable stove or a public fireplace.

Maximum penalty: 100 penalty units in the case of a corporation, 10 penalty units in any other case.

- (2) A person does not commit an offence under subclause (1) in the case of anything done with the Corporation's consent and in accordance with any conditions of the consent.

Clause 27	Sydney Water Regulation 2006
Part 4	Regulation of conduct in controlled area (Prospect Reservoir)

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## **27 Pesticides and pest control**

- (1) A person must not:
  - (a) bring onto, or use or keep in, the controlled area any pesticide, or
  - (b) take steps to control or eradicate by the use of pesticides any feral animal, animal pest or noxious weed in the controlled area.Maximum penalty: 50 penalty units in the case of a corporation, 5 penalty units in any other case.
- (2) A person does not commit an offence under subclause (1) in the case of anything done with the Corporation's consent and in accordance with any conditions of the consent.
- (3) In this clause, *pesticide* has the same meaning as in the *Pesticides Act 1999*.

## **28 Interference with flora or fauna**

- (1) A person must not:
  - (a) damage any tree or part of a tree in the controlled area or remove any tree or part of a tree from the area, or
  - (b) damage or pick any plant or part of a plant in the controlled area or remove any plant or part of a plant from the area, or
  - (c) remove any rock, soil, sand, stone or similar substance from the controlled area, or
  - (d) destroy, capture, injure, annoy or interfere with any animal, or interfere with the habitat of any animal, in the controlled area.Maximum penalty: 100 penalty units in the case of a corporation, 10 penalty units in any other case.
- (2) A person does not commit an offence under subclause (1) in the case of anything done with the Corporation's consent and in accordance with any conditions of the consent.
- (3) In this clause, *plant* includes a shrub.

## **29 Information requested by authorised person**

A person must not give to an authorised person any false or misleading information, knowing it to be false or misleading, in response to a request for information by the authorised person in the course of exercising the functions of an authorised person in relation to the controlled area.

Maximum penalty: 50 penalty units in the case of a corporation, 5 penalty units in any other case.

Sydney Water Regulation 2006

Clause 30

Regulation of conduct in controlled area (Prospect Reservoir)

Part 4

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### 30 Investigation of suspected contraventions

- (1) An authorised person who has reason to believe that a person while in the controlled area has in his or her possession or control, in contravention or because of a contravention or intended contravention of this Part, any matter or thing may direct the person:
  - (a) to surrender the matter or thing into the authorised person's possession and control, or
  - (b) to make any vehicle or receptacle in the person's possession or control available for inspection by the authorised person for the purpose of investigating the suspected contravention or intended contravention.
- (2) A person given a direction referred to in subclause (1) must comply with it.

Maximum penalty: 50 penalty units in the case of a corporation, 5 penalty units in any other case.

### 31 Corporation's consent

- (1) Any consent of the Corporation for the purposes of this Part must be in writing and may be given in any one or more of the following ways:
  - (a) by means of a written statement,
  - (b) by means of a sign or notice displayed on the land or part of the land to which the sign or notice relates,
  - (c) in the form of a licence, permit, approval or other written form of authorisation.
- (2) Such a consent may be given:
  - (a) either generally or in a particular case, and
  - (b) either unconditionally or subject to conditions.

Clause 32 Sydney Water Regulation 2006

Part 5 Miscellaneous

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## Part 5 Miscellaneous

### 32 Relevant costs

- (1) For the purposes of section 75 (d) of the Act, relevant costs include the amount of any GST payable by the Corporation in respect of the compliance certificate concerned.
- (2) In subclause (1), *GST* has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* of the Commonwealth.

### 33 Penalty notice offences

For the purposes of section 50 of the Act:

- (a) each offence created by a provision specified in Column 1 of Schedule 1 is a prescribed offence, and
- (b) the penalty prescribed for such an offence if dealt with under that section is:
  - (i) in the case of a penalty payable by an individual—the amount specified in relation to the offence in Column 2 of that Schedule, and
  - (ii) in the case of a penalty payable by a corporation—the amount specified in relation to the offence in Column 3 of that Schedule.

### 34 Savings provision

Any act, matter or thing that had effect under the *Sydney Water Regulation 2000* immediately before the repeal of that Regulation is taken to have effect under this Regulation.

Sydney Water Regulation 2006

Penalty notice offences

Schedule 1

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**Schedule 1    Penalty notice offences**

(Clause 33)

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Provision</b>	<b>Penalty for an individual</b>	<b>Penalty for a corporation</b>
<b>Offences under the Act</b>		
Section 48	\$2,200	\$2,200
<b>Offences under this Regulation</b>		
Clause 5 (1)	\$220	\$550
Clause 12 (2)	\$220	\$550
Clause 12 (3)	\$220	\$550
Clause 14 (3)	\$220	\$550
Clause 15 (3)	\$220	\$550



New South Wales

# Travel Agents Regulation 2006

under the

Travel Agents Act 1986

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Travel Agents Act 1986*.

DIANE BEAMER, M.P.,  
Minister for Fair Trading

## Explanatory note

The object of this Regulation is to replace, with only minor changes in substance (including an increase in the fees payable under the *Travel Agents Act 1986*), the *Travel Agents Regulation 2001* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

This Regulation makes provision for the following matters:

- (a) the fees referred to above,
- (b) the matter that is to be included in an application for a travel agent's licence,
- (c) matters relating to licences, including the conditions and duration of a licence,
- (d) the particulars and qualifications of a person in charge of a travel agency,
- (e) the particulars that are to be displayed at a travel agency,
- (f) the particulars that are to be contained in certain registers,
- (g) a scheme for compensating persons who suffer pecuniary loss as a result of an act or omission by a travel agent,
- (h) other miscellaneous matters.

This Regulation comprises or relates to matters arising under legislation that is substantially uniform or complementary with legislation of another State or Territory.

This Regulation is made under the *Travel Agents Act 1986*, including section 57 (the general regulation-making power).

Travel Agents Regulation 2006

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Travel Agents Regulation 2006

Clause 1

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## Travel Agents Regulation 2006

under the

Travel Agents Act 1986

### 1 Name of Regulation

This Regulation is the *Travel Agents Regulation 2006*.

### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Travel Agents Regulation 2001* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

### 3 Definition

(1) In this Regulation:

*the Act* means the *Travel Agents Act 1986*.

(2) Notes included in this Regulation do not form part of this Regulation.

### 4 Conveyances to which section 4 of Act does not apply

For the purposes of section 4 (1) (a) and (c) of the Act, a conveyance is a prescribed conveyance when it is intended to be, and is, used solely for the purpose of carrying passengers from a place and returning them to that place on the same day.

### 5 Business as travel agent includes making of travel related arrangement

(1) For the purposes of section 4 (1) (d) of the Act, the making, by a person who carries on an activity referred to in section 4 (1) (a), (b) or (c) of the Act, of a travel related arrangement, either separately from or in conjunction with the activity, is a prescribed activity.

(2) In this clause, *travel related arrangement* means an arrangement that may commonly be made in connection with an activity referred to in section 4 (1) (a), (b) or (c) of the Act, such as an arrangement for hotel or other accommodation, car hire or the provision of travellers cheques.



Clause 6            Travel Agents Regulation 2006

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## 6 Fees

- (1) The fees payable for the purposes of the Act are listed in Schedule 2.
- (2) The amount of each fee is to be calculated by adding together the various components set out in Columns 2, 3, and 4 of Schedule 2 in relation to that fee.
- (3) An amount specified in relation to an application fee in Column 2 of Schedule 2 under the heading **Processing component** is taken to be a fee to cover the costs incurred by the Director-General in processing the application.  
**Note.** This amount is consequently a **processing fee** for the purposes of Part 2 of the *Licensing and Registration (Uniform Procedures) Act 2002*.
- (4) If payment of an amount specified in relation to an annual fee in Column 2 of Schedule 2 under the heading **Processing component** is made by means of electronic communication (within the meaning of the *Licensing and Registration (Uniform Procedures) Act 2002*), the fee otherwise payable:
  - (a) is to be reduced by \$5, or
  - (b) is to be reduced by 10 per cent, and rounded to the nearest whole dollar,whichever results in the greater reduction.
- (5) A reference in Schedule 2 to a **principal partner** or **ordinary partner**, in relation to a licence application fee or annual fee, is a reference to an individual or corporation who is designated as such on the application or licence concerned.

## 7 Modification of Part 2 of Licensing and Registration (Uniform Procedures) Act 2002

Part 2 of the *Licensing and Registration (Uniform Procedures) Act 2002* is modified in such a manner that sections 24 (2) and 25 of that Act do not apply in relation to a licence.

## 8 Duration of approval for licence

For the purposes of section 10B (3) of the Act, a period of 6 weeks, beginning on the date on which the approval is granted, is prescribed as the period for which an approval for a licence remains in force.

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**9 Register of licensees**

For the purposes of section 15 (2) of the Act, the prescribed particulars to be contained in the register of licensees kept by the Director-General in relation to a licensee are the following:

- (a) the licensee's name,
- (b) the licence number,
- (c) the date on which the licence was granted,
- (d) the conditions and restrictions, if any, to which the licence is subject,
- (e) if any partner of the licensee is a natural person—the name and address of that person,
- (f) if the licensee or a partner of the licensee is a corporation—the address of its registered office and the names and addresses of each person who, within the meaning of the *Corporations Act 2001* of the Commonwealth, is a director or secretary of the corporation,
- (g) the name under which the licensee carries on business as a travel agent.

**10 Register of Undertakings**

The prescribed particulars to be contained in the Register of Undertakings kept by the Director-General under section 30 (2) of the Act are the following:

- (a) the name and address of the person executing the deed,
- (b) the name in which the person carries on business,
- (c) the date on which the deed was executed,
- (d) brief particulars of the circumstances and unjust conduct the subject of the deed,
- (e) a summary of the undertakings given by the person.

**11 Particulars to be displayed**

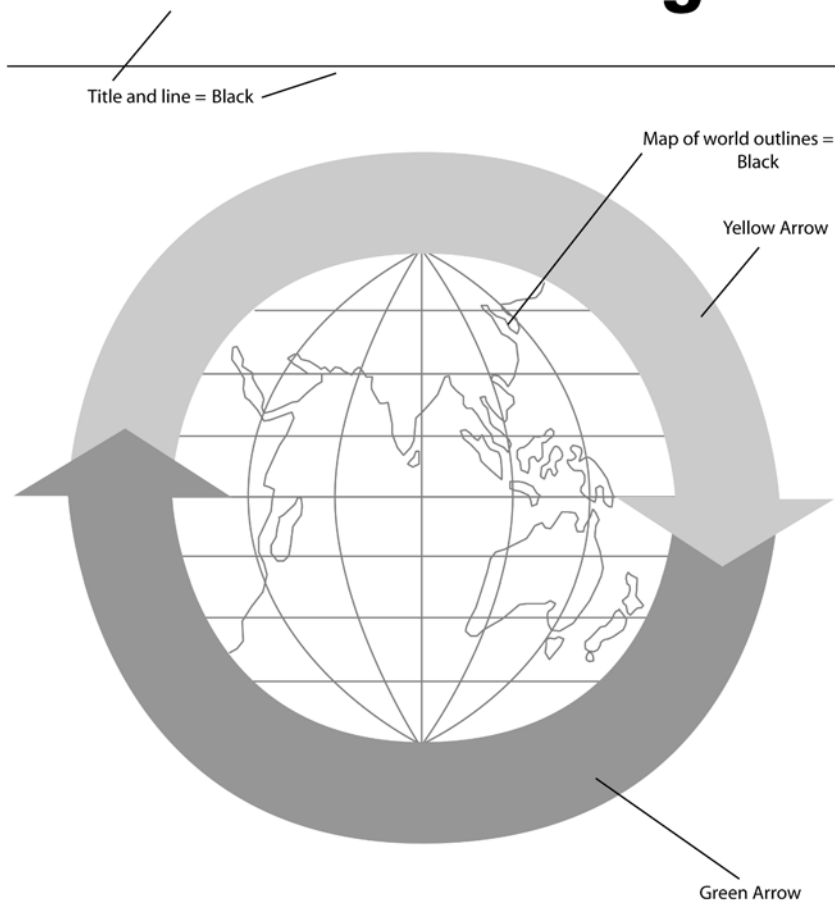
For the purposes of section 33 of the Act, the prescribed form of notice is a notice in the form set out below and the prescribed particulars are those required by the form:

Clause 11 Travel Agents Regulation 2006

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# Licensed Travel Agent

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Title and line = Black

Map of world outlines = Black

Yellow Arrow

Green Arrow

NSW State Government logo, line and Office of Fair Trading logo text = Black



**Office of Fair Trading  
Department Of Commerce**

All colours on white background. Dimensions: Not less than 200mm in length and height.

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**12 Qualifications of person in charge of business**

For the purposes of section 36 of the Act, the prescribed qualifications for a person in charge of the day-to-day conduct of the business of a travel agent that involves the sale of tickets, or the arrangement of rights of passage, for international travel or international travel and accommodation are:

- (a) successful completion of Unit of Competency THTSOP20A provided or assessed by a registered training organisation within the meaning of the *Vocational Education and Training Act 2005*, or
- (b) a total of 1 year's experience over the preceding 5 years:
  - (i) in the selling of tickets, or the arrangement of rights of passage, for international travel or international travel and accommodation, or
  - (ii) in employment as the person in charge of the day-to-day conduct of a place of business of a travel agent licensed under the Act or a corresponding Act that involves the selling of tickets, or the arrangement of rights of passage, for international travel or international travel and accommodation.

**Note.** If the travel agent's business involves travel arrangements solely within Australia, the person in charge of the business does not need to have the prescribed qualifications—see clause 7 of the *Travel Agents Order 2005*.

**13 Proceedings for offences**

For the purposes of section 49 (1) (b) of the Act, the Director-General is a prescribed officer.

**14 Compensation scheme**

- (1) For the purposes of section 57 (2) of the Act, the compensation scheme for compensating persons who suffer a pecuniary loss by reason of an act or omission by a person who carries on, or carried on, business as a travel agent is the compensation scheme established by the trust deed made on 12 December 1986 by Deirdre Mary Grusovin, Peter Cornelis Spyker, Christopher John Sumner and Keith James Wilson, including all amendments to that deed that have taken effect on or before 6 January 2006.
- (2) Schedule 1 comprises a copy of the trust deed referred to in subclause (1), as amended by the amendments referred to in that subclause.

Clause 15      Travel Agents Regulation 2006

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**15 Savings and transitional**

- (1) Subject to this clause, any act, matter or thing that had effect under the repealed Regulation immediately before its repeal is taken to have effect under this Regulation.
- (2) The form of notice, and the particulars, prescribed for the purposes of section 33 of the Act by clause 17 of the repealed regulation are prescribed for the purposes of that section as alternatives to the form of notice, and the particulars, prescribed by clause 11 of this Regulation.
- (3) Subclause (2) is repealed on 31 August 2007.
- (4) In this clause, *the repealed Regulation* means the *Travel Agents Regulation 2001*.

Travel Agents Regulation 2006

Compensation scheme

Schedule 1

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## Schedule 1 Compensation scheme

(Clause 14)

**THIS DEED** is made the **TWELFTH** day of **DECEMBER** 1986 by:

**DEIRDRE MARY GRUSOVIN** of 1 Oxford Street, Darlinghurst in the State of New South Wales (being the Minister for Consumer Affairs in that State) for the Crown in the right of that State,

**PETER CORNELIS SPYKER** of 500 Bourke Street, Melbourne in the State of Victoria (being the Minister for Consumer Affairs in that State) for the Crown in the right of that State,

**CHRISTOPHER JOHN SUMNER** of 25 Grenfell Street, Adelaide in the State of South Australia (being the Minister for Public and Consumer Affairs in that State) for the Crown in the right of that State,

**KEITH JAMES WILSON** of 600 Murray Street, West Perth in the State of Western Australia (being the Minister for Consumer Affairs in that State) for the Crown in the right of that State,

hereinafter referred to as “the settlors”.

### WHEREAS

- A. The Governments of the States of New South Wales, Victoria, South Australia and Western Australia have entered into a Participation Agreement dated the 19th day of September 1986 (hereinafter referred to as “the Participation Agreement”) relating to the licensing of persons carrying on or intending to carry on business as travel agents and the regulation of their operations,
- B. Reference is made in the Participation Agreement to a compensation fund,
- C. The settlors are the Ministers of the Crown who will be respectively responsible for the Act in each State,
- D. The settlors by this Deed appoint the persons named in this Deed to act as Trustees of the trust to be created upon the terms set out in this Deed in respect of a fund to be known as the Travel Compensation Fund and to be responsible for administration of the Scheme provided for in this Deed with a view to the Fund becoming the fund referred to in the Participation Agreement:

**NOW THIS DEED WITNESSES** as follows—

- I. The settlors hereby declare that the Trust shall be established on the terms and conditions which are set out in the Schedule hereto and that this Deed includes that Schedule (as it may be amended from time to time).
- II. The settlors appoint the following persons to act as Trustees:
  - (i) as the nominee of the New South Wales Minister under clause 4.1, John William Andrew Holloway of 39 Carcoola Avenue, Chipping Norton in the State of New South Wales,
  - (ii) as the nominee of the Victorian Minister under clause 4.1, John David Hall of 70 Scott Street, Beaumaris in the State of Victoria,
  - (iii) as the nominee of the South Australian Minister under clause 4.1, Philip Herschel Nicholls of 5 Robert Street, Unley in the State of South Australia,

Travel Agents Regulation 2006

Schedule 1 Compensation scheme

- (iv) as the nominee of the Western Australian Minister under clause 4.1, Paul Richard Glanville of Unit 5, 286 Mill Point Road, South Perth in the State of Western Australia,
- (v) as the nominees of the Ministers under clause 4.1, Osmond Francis William Pitts of 18 Greenfield Avenue, Middle Cove in the State of New South Wales,  
Allen Charles Corbett of 2 Singleton Road, North Balwyn in the State of Victoria,  
Michael Anthony Gilmour Thompson of 103 Monmouth Street, North Perth in the State of Western Australia,  
Francis William O’Gorman of 77 Rugby Street, Malvern in the State of South Australia, and
- (vi) as the nominee of the Ministers under clause 4.3, Neil Francis Francey of Unit 6, 59 Kirribilli Avenue, Kirribilli in the State of New South Wales.

III. This Deed shall come into force and effect when it is executed by each of the settlors and when the persons appointed to act as Trustees under clause II have consented so to act.

IV. As soon as this Deed comes into force and effect the settlors shall lodge with the Trustees the sum of one hundred dollars to be held by them on the trusts set out in this Deed.

IN WITNESS WHEREOF the settlors have executed this Deed on the date stated above.

**SIGNED, SEALED AND DELIVERED** by the said **DEIRDRE MARY GRUSOVIN** } **DEIRDRE M GRUSOVIN**

in the presence of: M ROELANDTS

**SIGNED, SEALED AND DELIVERED** by the said **PETER CORNELIS SPYKER** } **PETER SPYKER**

in the presence of: P VAN DYK

**SIGNED, SEALED AND DELIVERED** by the said **CHRISTOPHER JOHN SUMNER** } **C J SUMNER**

in the presence of: ALAN MARTIN

**SIGNED, SEALED AND DELIVERED** by the said **KEITH JAMES WILSON** } **KEITH WILSON**

in the presence of: E RUSSELL

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**1 INTERPRETATION**

1.1 In this Deed and in any document or statement issued under it, unless a different meaning is indicated—

“**Act**” means—

(a) the *Agents Act 2003* in force in the Australian Capital Territory, and

(b) the *Travel Agents Act* in force in any other State,

“**AFTA**” means the Australian Federation of Travel Agents Limited,

“**Acting Chief Executive Officer**” means the person employed or appointed as such under clause 4A.1 (c) (ii).

“**agency**” means the government body administering the Act,

“**Appeal Committee**” means the committee established under clause 22,

“**bank**” means a bank—

(a) as defined in the *Banking Act 1959* of the Commonwealth of Australia, or

(b) that carries on banking business on behalf of a State under the authority of the laws of that State,

“**Board**” means the Board of Trustees referred to in clause 4,

“**Chief Executive Officer**” means the person employed as such under clause 4A.1 (c),

“**claim**” means a claim for compensation made under clause 16,

“**client account**” means an account that only holds money received in advance in respect of travel arrangements or travel-related arrangements,

“**contribution**” means any contribution determined by the Board under clause 6,

“**Direct Pecuniary Loss**” means the loss of the money or other valuable consideration actually paid to the travel agent,

“**fee**” means a fee determined by the Board under clause 6,

“**Fund**” means the Travel Compensation Fund referred to in clause 5,

“**levy**” means a levy determined by the Board under clause 6,

“**licensing authority**” means the person or body in a State responsible for licensing travel agents under the Act,

“**management**” includes direction, conduct and control,

“**Management Committee**” means the committee established under clause 20,

“**member**” means—

(a) a member of a committee, or

(b) a member of a Management Committee,

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- “Minister”** means the Minister of the Crown in a State responsible for the Act,  
**“Ministerial Council”** means the Ministerial Council established under the Participation Agreement,  
**“notice”** includes a notification,  
**“operator”** means a person who operates—
- (a) any transport system or transport facility, or
  - (b) any hotel, lodging house or other place of accommodation, or
  - (c) any restaurant or other eating or drinking place, or
  - (d) any place of entertainment, leisure or study, or
  - (e) any other facility or place in respect of which any travel arrangement or travel-related arrangement is made,
- “participant”** means a person who is—
- (a) accepted as a participant of the Fund under clause 10, or
  - (b) declared to be a participant of the Fund under clause 11,
- “Participation Agreement”** means the Agreement made on 19 September 1986 between certain States to establish the scheme,  
**“person”** includes a body corporate, firm, partnership or other body,  
**“scheme”** means the co-operative scheme referred to in the Participation Agreement,  
**“Standing Committee”** means the Standing Committee of Officials of Consumer Affairs,  
**“State”** means a State or Territory that participates in the scheme,  
**“travel agent”** means
- (a) other than in clause 15.9, a person who carries on business as a travel agent in a State within the meaning of the Act of that State,
  - (b) in clause 15.9, any person who carries on business as a travel agent whether or not in a State and whether in Australia or elsewhere,
- “travel arrangement”** means any arrangement entered into in a State with a travel agent for the provision of services which in that State constitutes the carrying on of business as a travel agent in that State,  
**“travel-related arrangement”** means—
- (a) any arrangement relating to—
    - (i) hotel and airport transfers, or
    - (ii) accommodation and meals, or
    - (iii) car hire, or
    - (iv) theatre and entertainment tickets, or
    - (v) travellers cheques drawn against someone other than the person providing them, and
  - (b) any other arrangement that in the opinion of the Board is normally incidental to travel arrangements,
- “Trust”** means the Trust established under clause 2,  
**“Trustee”** means a person appointed as a Trustee under clause 4,  
**“year”** means the period from 1 January to the next succeeding 31 December.

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- 1.2 A person who enters into a contract to provide services of which some are travel arrangements or travel-related arrangements and others are provided by the person as an operator is not an operator for the purpose of this Deed in respect of any of the services referred to in that contract.
  - 1.3 Any parts of speech or grammatical forms of a word or expression defined in this Deed have corresponding meanings.
  - 1.4 Words in the singular include the plural and words in the plural include the singular.
  - 1.5 A reference to—
    - (a) Parts and clauses is a reference to Parts and clauses, including subclauses and paragraphs, of this Schedule, and
    - (b) the Schedule is a reference to the Schedule to this Deed.
  - 1.6 A reference to a statute is a reference to—
    - (a) the statute as amended, consolidated or replaced by any other statute, and
    - (b) any orders, ordinances, regulations, rules and by-laws made under the statute.
  - 1.7 A heading does not affect the interpretation of this Deed.

**2 TITLE AND OBJECTS OF THE TRUST**

- 2.1 The trust established by this Deed shall be known as the Travel Compensation Fund.
- 2.2 The object of the Trust is to provide a trust fund for the benefit of—
  - (a) the Crown in the right of a State, and
  - (b) any person who entrusts money or other valuable consideration to a travel agent in respect of any travel arrangement or travel-related arrangement if—
    - (i) the travel agent fails to account for that money or consideration, or
    - (ii) the travel agent passes all or part of that money or consideration to another travel agent who fails to account for that money or consideration in the capacity as a travel agent, or
    - (iii) it appears likely that the travel agent or other travel agent will fail to account for that money or consideration as set out in clause 2.2 (b) (i) or (ii).

**3 PURPOSES OF TRUST**

- 3.1 The purposes of the Trust are—
  - (a) to provide compensation to certain people who deal with travel agents, and
  - (b) to provide for the operation of the Fund, and
  - (c) to ensure that only persons who have sufficient financial resources to enable them to carry on business as a travel agent are participants of the Fund.

**4 TRUSTEES**

- 4.1 The Trust is to be operated by a Board of Trustees consisting of 11 Trustees appointed by the Ministerial Council of whom—
  - (a) one is the chairperson, and
  - (b) 2 are persons who have knowledge of the interests of travel consumers, and

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- (c) 2 are persons who have knowledge and experience of the travel industry, and
  - (d) one is another person who has knowledge and experience of the travel industry, and
  - (e) 3 are persons representing the Ministerial Council.
- 4.2 The Trustees are to be appointed by the Ministerial Council in the following manner:
- (a) the appointment of chairperson is to be made from applications submitted as a result of public advertisement of the position,
  - (b) the appointments of the 2 persons referred to in clause 4.1 (b) are to be made from—
    - (i) applications submitted as a result of public advertisement of the positions, and
    - (ii) nominations made by the Australian Consumers Association and the Consumers Federation of Australia,
  - (c) the appointments of the 2 persons referred to in clause 4.1 (c) are to be made from at least 4 nominations made by AFTA from its members,
  - (d) the appointment of the persons referred to in clause 4.1 (d) is to be made from nominations made by the Australian Tourism Export Council Limited,
  - (e) the appointments of the 4 persons referred to in clause 4.1 (e) are to be made—
    - (i) in respect of the first person, of a representative of the agency of New South Wales or Victoria on a rotating basis, and
    - (ii) in respect of the second person, of a representative of the agency of Victoria, and
    - (iii) in respect of the third person, of a representative of the agency of Queensland or Western Australia on a rotating basis, and
    - (iv) in respect of the fourth person, a representative of the agency of South Australia, Tasmania or the Australian Capital Territory on a rotating basis.
- 4.3 Nominations for the appointments of Trustees are to be—
- (a) made by the closing date as fixed by the Ministerial Council, and
  - (b) lodged with the Standing Committee.
- 4.4 The Standing Committee is to—
- (a) consider all nominations, and
  - (b) submit to the Ministerial Council a list of suitable persons from those nominations within 4 weeks after the closing date.
- 4.5 The Ministerial Council may reject any nomination and call for further nominations.
- 4.6 The Ministerial Council is to ensure that as far as practicable membership of the Board represents all the States.
- 4.7 The term of office of a Trustee is—
- (a) a period not exceeding 3 years from the date of the appointment as specified in the instrument of appointment for a Trustee appointed under clause 4.2 (a), (b), (c) or (d), and

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- (b) a period not exceeding 2 years from the date of the appointment as specified in the instrument of appointment for a Trustee appointed under clause 4.2 (e).

4.8 A Trustee is eligible for re-appointment.

4.9 A Trustee—

- (a) may resign by notice in writing to the Board, and
- (b) is taken to have resigned if absent without leave from 3 consecutive meetings of the Board.

4.10 The Ministerial Council may remove a Trustee from office if the Trustee—

- (a) becomes bankrupt or makes any arrangement or composition with the Trustee's creditors generally, or
- (b) becomes of unsound mind or the Trustee's estate is liable to be dealt with in any way under the law relating to mental health that applies in the State where the Trustee resides, or
- (c) is subject to any penalty in the Act or any Act relating to trustees, or
- (d) being a participant, is found by the Board not to be eligible to remain a participant, or
- (e) is an officer of a body corporate participant that is found by the Board not to be eligible to remain a participant, or
- (f) is convicted, or proven guilty, of a criminal offence punishable on conviction by imprisonment for 2 years or more, or
- (g) is for any other reason not fit to continue to be a Trustee.

4.11 The Ministerial Council may appoint a person to replace a Trustee if the Trustee resigns or is removed before the Trustee's term of office expires—

- (a) from any nominations previously made in respect of that office, or
- (b) in any other manner it considers appropriate.

4.12 The Ministerial Council may extend the term of office of a Trustee for a period not exceeding 3 years.

4.13 A Trustee appointed under clause 4.2 (e) (iii) and (iv) representing an agency in a State must consult at regular intervals with a representative of the other agency or agencies referred to in the relevant subparagraph of that clause.

#### **4A GENERAL POWERS AND DUTIES OF BOARD**

4A.1 The Board has the following duties:

- (a) to pay out of the Fund any claim admitted under clause 16.7,
- (b) to pay out of the Fund any costs, charges and expenses incurred in—
  - (i) managing the Trust, or
  - (ii) exercising any of its powers, or
  - (iii) carrying out the purposes of the Trust, or
  - (iv) terminating the Trust, or

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- (v) paying the legal costs of the Board or a Trustee reasonably incurred in carrying out duties and exercising powers under this Deed,
  - (c) (i) to employ a person as a Chief Executive Officer, to manage the administration of the Fund, or
    - (ii) to employ or appoint a person as an Acting Chief Executive Officer to manage the administration of the Fund,
  - (d) to give receipts and discharges for money received by or on behalf of the Board or otherwise relating to any matter provided for in this Deed,
  - (e) to pay a Trustee the expenses, fees and allowances to which the Trustee is entitled,
  - (f) to pay the expenses or costs, not otherwise provided for in this Deed that the Board determines to be reasonable,
  - (g) to advise the Ministerial Council on any matter arising from its powers and duties that may affect any policy matter relating to the scheme,
  - (h) to publish information concerning the operations of the Trust.

## 4A.2 The Board has the following powers:

- (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments,
- (b) for the purpose of conducting the affairs of the Trust, to raise money and secure over the whole or any part of the Fund the payment of money to any person, firm, association, body or bank in any manner or on any terms the Board thinks fit,
- (c) to insure or re-insure the Board and all past and present Trustees against any claims made upon or against them under this Deed and to settle the terms of the insurance and to pay from the Fund the premiums and charges for that insurance,
- (d) to give a guarantee or indemnity for the payment of money or the performance of a contract, obligation or undertaking by a person, firm or association, and to give any security over the assets of the Fund for the guarantee or indemnity,
- (e) to deal with any real or personal property or any interest in it,
- (f) to execute and release mortgages,
- (g) to open and operate upon any account with any bank or other financial institution,
- (h) to take any action the Board considers necessary—
  - (i) to adequately protect the Fund, or
  - (ii) to recover a debt owing to it, or
  - (iii) to release or compound that debt, or to give time for the payment of that debt,
- (i) to appear in any appeal brought against a decision made by the Board,
- (j) to institute or defend legal proceedings in the name of the Trust,
- (k) to make arrangements and enter into contracts to underwrite any part of the liabilities of the Trust,
- (l) to deposit securities included in the Fund with a bank,
- (m) to appoint actuaries, accountants, solicitors, barristers and other professional advisers to represent, advise and act on behalf of the Board,

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- (n) to employ any persons to assist in the administration of the Fund or anything required or permitted to be done by the Board,
  - (o) to do anything incidental to the performance of its functions.

4A.3 The Board, in exercising any power or performing any duty, must take into account any relevant decision of the Ministerial Council.

4A.4 The Board may delegate—

- (a) subject to clause 20.2, powers and duties relating to the administration of the Fund to the Management Committee, and
- (b) powers and duties relating to the administration of the Fund to the Chief Executive Officer or the Acting Chief Executive Officer other than the powers and duties under clauses 4A.1 (c) (i), 4A.2 (b), 4A.2 (d), 4A.4, 15.3, 20, 21, 25, 27, 29 and 30.1.

4A.5 A Trustee is not liable to a participant or any other person bound by this Deed for—

- (a) any losses incurred in performing any duty or exercising any power as a Trustee other than those arising from the Trustee's own wilful neglect or default, or
- (b) the acts or defaults of any other Trustee, or
- (c) an act done in good faith and in conformity with the decisions of the Board.

4A.6 The Board is not liable for the neglect or default of any actuary, accountant, auditor, legal practitioner, banker or other agent employed or appointed in good faith by the Board.

4A.7 A Trustee—

- (a) is to be indemnified against any liability incurred in execution of the duties of the Trustee, other than if it arises from the Trustee's wilful neglect or default, and
- (b) has a lien on the Fund for that indemnity.

## 5 THE FUND

5.1 There shall be established a fund called the Travel Compensation Fund which shall be held and applied by the Trustees for the purposes of this Trust.

5.2 The Fund consists of the following:

- (a) any money or property transferred to, acquired, received or held by the Board for the purposes of the Trust,
- (b) any contributions, fees, levies and penalties,
- (c) any investments in the name of the Trust,
- (d) any income earned on money invested by the Board,
- (e) any money paid by an insurer under a contract of insurance or indemnity entered into by the Board,
- (f) any money recovered by the Board under this Deed or by some other action lawfully taken by it,
- (g) any other money lawfully paid into the Fund.

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5.3 The Board may cause the books of account of the Fund to show separately money and property received and held for the purposes of meeting claims and administrative expenses of the Fund.

5.4 The Board is not prevented from transferring funds or property between separate accounts if it considers it to be appropriate.

## **6 CONTRIBUTIONS, FEES, LEVIES AND PENALTIES**

6.1 The Board is to determine the amount, method of calculation and manner of collection of all contributions, fees, levies and penalties payable to the Fund by participants and any other persons applying to be participants of the Fund.

6.2 The Board may fix any or all of the following:

- (a) an initial contribution payable upon application,
- (b) an additional contribution or special levy if it is of the opinion that the Fund is insufficient to meet the existing or potential liabilities of the Trust,
- (c) an application fee,
- (d) an administration fee,
- (e) an annual renewal fee,
- (f) an additional fee or late filing fee or penalty fee for any participant who fails to meet obligations under this Deed,
- (g) an additional fee, contribution or special levy for each location at which a participant carries on business as a travel agent in addition to the participant's first location.

6.3 The Board may waive or refund in part or whole any contribution, fee, levy or penalty if it considers the circumstances justify it.

## **7 INVESTMENT OF MONEY**

7.1 The Board is to pay any money received by it into any account kept by it.

7.2 The Board is to invest any of the Fund that is not required for the immediate purposes of the Trust in any one or more of the following:

- (a) bank-accepted bills and interest-bearing deposits with banks,
- (b) bonds or securities issued or guaranteed by a State Government or the Commonwealth Government,
- (c) units in cash trusts or other negotiable investment forms that—
  - (i) are guaranteed by, or have full recourse to, a bank, or
  - (ii) consist solely of investments guaranteed by a bank or investments specified in clause 7.2 (a) and (b),
- (d) any other investments which trustees may lawfully make in the State where the investment is made.

7.3 The Board may realise investments at any time.

7.4 Any document relating to the operation of any account or investment is to be signed in the manner the Board directs.



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7.5 The Board may authorise any person to make deposits to any account kept by it.

**8 APPLICATION FOR ELIGIBILITY AS PARTICIPANT**

- 8.1 A person who intends to operate as a travel agent may apply in writing to the Board for a determination that the person is eligible to be a participant of the Fund.
- 8.2 An application is to be—
- (a) in a form specified by the Board, and
  - (b) accompanied by the relevant contribution and application and administration fees.
- 8.3 The Board may require a person to supply any further information it reasonably requires to enable it to determine whether the person is eligible to be a participant.
- 8.4 If a person fails to comply with a requirement by the Board to supply further information within 3 months after the requirement is made, the application lapses.
- 8.5 If a person, in making an application or providing information, makes a statement that is false or misleading, the Board may require the person to show just cause why it should not determine that the person is not eligible to be a participant.

**9 ELIGIBILITY CRITERIA AS PARTICIPANT**

- 9.1 A person is eligible to be a participant if the Board considers that the person has, and is likely to continue to have, sufficient financial resources to enable the person to carry on business as a travel agent and enter into travel arrangements and travel-related arrangements.
- 9.2 In determining whether a person is eligible to be a participant, the Board may take into account whether the person, an employee of that person or, if the person is a body corporate, an officer of that body corporate—
- (a) has experience in the management of the financial affairs of a business, and
  - (b) has been involved in the management of a failed travel agency, and
  - (c) has been involved in the management of a travel agency in respect of which a claim has been made under this Deed, and
  - (d) is or has been a travel agent in respect of whom a claim has been made under this Deed, and
  - (e) has previously failed to meet a criterion in guidelines issued under clause 9.4, and
  - (f) has been involved in the management of another business, and
  - (g) has previously applied to be a participant.
- 9.3 In determining a matter under clause 9.1 or 9.2, the Board may take into account the financial resources of any legal entity with which a person or an employee of the person is or has been associated.
- 9.4 The Board is to develop and publish from time to time guidelines as to the criteria it may use to determine whether a person is eligible to be a participant.
- 9.5 In developing the guidelines, the Board is to have regard to the risk of potential claims involved in particular types of operations carried out in the business of a travel agent.

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9.6 If the Board is not satisfied that a person is eligible to be a participant, it may require the person to comply with any one or more of the following conditions in order to be satisfied that the person is eligible as a participant:

- (a) that the person maintain and operate the business as a travel agent in a manner specified by the Board,
- (b) that the person—
  - (i) maintain a trust account or client account in respect of any money received in the course of that business, or
  - (ii) increase the capital of that business, or
  - (iii) reduce the debt of that business, or
  - (iv) provide in favour of the Board any security it requires in any form it determines, or
  - (v) pay any costs incurred in connection with providing or releasing that security,
- (c) that the business be guaranteed or insured in a manner, or by a person or class of person, specified by the Board,
- (d) that the person maintain and operate books of account and other accounting records of the business in a manner specified by the Board,
- (e) that a report be obtained at the expense of the person from a duly qualified auditor or accountant nominated by the Board—
  - (i) stating that the accounting records of the business give a true and fair view of the financial position of the business, or
  - (ii) providing any other information the Board requires to determine whether the person has sufficient financial resources to carry on the business,
- (f) that the person provide full disclosure of the identity of any other person involved in the business.

9.7 The Board may—

- (a) determine a reasonable date or period of time for compliance with any condition referred to in clause 9.6, and
- (b) authorise payment of the cost of obtaining any report under clause 9.6 (e) from the Fund if it considers it appropriate to do so.

## 10 ACCEPTANCE AS PARTICIPANT

10.1 If the Board determines that an applicant is eligible to be a participant, the Board, on payment of the initial contribution and relevant fees, must—

- (a) accept that applicant as a participant, and
- (b) notify the relevant licensing authority that the person is a participant.

10.2 If the Board determines that an applicant is not eligible to be a participant, it must—

- (a) refuse the application, and

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- (b) give notice to the relevant licensing authority and the applicant of—
    - (i) the refusal, and
    - (ii) the matters taken into account in making the determination.

**11 DECLARED PARTICIPANT**

- 11.1 The Board is to declare that a person is a participant without determining the person's eligibility if the person—
  - (a) is exempt from the requirement to hold a licence under section 3 (2) of the Act in New South Wales or the equivalent provision in an Act of another State, and
  - (b) gives written notice to the Board of the wish to be a participant, and
  - (c) pays any relevant contribution.
- 11.2 The Board must declare that a person is no longer a participant under this clause if the person—
  - (a) ceases to be exempt from the requirement to hold a licence under the Act, or
  - (b) fails to pay a contribution when it is due, or
  - (c) gives notice to the Board that the person wishes to cease to be a participant.
- 11.3 A person who is a participant under this clause is not required to comply with any other provision of this Deed.

**12 INFORMATION BY PARTICIPANT**

- 12.1 A participant must provide the Board, on or before a date fixed by the Board, with any information the Board reasonably requires about the participant's financial resources.
- 12.2 The Board may vary the date on which a participant is required to provide the information.
- 12.3 If a participant, in providing information, makes a statement that is false or misleading, the Board may require the participant to show cause why it should not determine that the participant is no longer eligible to be a participant.
- 12.4 A participant must notify the Board of any of the following relevant changes within 14 days after they occur:
  - (a) any changes in the structure of the ownership or management of the participant's business,
  - (b) any changes in the statutory officers of the participant's business,
  - (c) any changes in the place of business of the participant's business,
  - (d) if the participant has become a member, or ceased to be a member, of any franchised group of travel agents, or a group of travel agents trading under a common or substantially common trading name,
  - (e) if the participant has become, or ceased to be, a travel agent accredited by the International Air Transport Association.

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12.5 A participant must notify the Board of any of the following events within 14 days after they occur—

- (a) the participant, or where the participant is a partnership or a body corporate, any partner or statutory officer of the participant, becomes bankrupt or makes any arrangement or composition with creditors,
- (b) the winding up, receivership or administration of, or execution of a deed of administration in respect of, the participant or, where the participant is a partnership in which a partner is a body corporate, the winding up, receivership or administration of, or execution of a deed of administration, in respect of that body corporate,
- (c) a court or tribunal, or an authority of the Commonwealth, or of a State, has ordered:
  - (i) that the participant, or where the participant is a partnership or a body corporate, any partner or statutory officer of the participant,
  - (ii) that a manager employed by the participant in the participant's business, or
  - (iii) where the participant is a partnership in which a partner is a body corporate, that a statutory officer or manager of that body corporate,is not to hold office in or manage the affairs of a body corporate either indefinitely or for a specified period.

**12A REMAINING ELIGIBLE AS PARTICIPANT**

12A.1 The Board may at any time determine whether a person remains eligible to be a participant.

12A.2 In order to determine whether a person remains eligible to be a participant, the Board may require the person to—

- (a) comply with any one or more of the conditions specified in clause 9.6, and
- (b) provide any information it reasonably considers necessary for that purpose, and
- (c) allow an employee or agent of the Board to examine, make or print copies of, or take extracts from, any books, documents or records relating to the person's business, and
- (d) give any assistance reasonably necessary for that purpose.

12A.3 The Board is to certify to the relevant licensing authority that a person remains eligible to be a participant if—

- (a) the Board so determines, and
- (b) the person pays any relevant contribution, fee, levy and penalty.

12A.4 If the Board determines that a person is no longer eligible to remain a participant, it is to give notice as soon as practicable to the relevant licensing authority and to the person—

- (a) of the determination, and
- (b) of the matters taken into account in making it.

**12B CEASING TO BE PARTICIPANT**

12B.1 A participant must pay the annual renewal fee on or before the date fixed by the Board.

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12B.2 If a participant fails to pay any contribution, fee, levy or penalty within 2 months of the due date or any further period the Board may allow, the Board may determine that the participant ceases to be a participant.

12B.3 If a participant fails to provide information required under clause 12 within 3 months or any other period the Board allows, the Board may determine that the participant ceases to be a participant.

12B.4 If the Board determines under clause 12A that a person is no longer eligible to remain a participant, the person ceases to be a participant as at the date of that determination.

12B.5 The Board may determine that a participant ceases to be a participant if—

- (a) the participant has not shown cause when required to do so under clause 12.3, or
- (b) it appears to the Board that the participant—
  - (i) has abandoned any premises from which the business of that participant is conducted, or
  - (ii) has ceased to carry on that business, or
- (c) any claims have been or, in the opinion of the Board, are likely to be made in respect of the business conducted by the participant.

12B.6 The Board may take into safe custody any books, records, property, client files, ticket stocks and other material a participant referred to in clause 12B.5 (b) and (c) uses or has used in the business as a travel agent.

12B.7 A participant ceases to be a participant when the participant's licence under the Act is surrendered, revoked or cancelled.

**12C REINSTATEMENT AS PARTICIPANT**

12C.1 The Board, on the written application of a person who ceased to be a participant, may reinstate that person as a participant.

12C.2 Before reinstating a person as a participant, the Board may require the person—

- (a) to pay part or all of the relevant application and administration fees and any relevant fee, levy, contribution or penalty, and
- (b) to provide the Board with any information that it reasonably requires about the person's financial resources.

12C.3 The Board is to notify the relevant licensing authority and the person of the reinstatement of the person as a participant.

12C.4 The Board is not to reinstate a person as a participant if the person has ceased to be a participant for a period exceeding 2 months.

**13 HEARINGS AND APPEALS**

13.1 Before the Trustees—

- (a) determine that an applicant is not eligible to be a contributor to the Fund under clause 9.8,
- (b) determine under clause 11.5 that a participant is no longer eligible to be a contributor to the Fund, or

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- (c) pursuant to clause 12.2, make their determination that an applicant or participant is eligible to be a contributor to the Fund conditional on any conduct—  
they shall allow the applicant or participant a reasonable opportunity to be heard.

13.2 Notwithstanding any other provision of this Deed, where the Trustees make any determination or take any action referred to in paragraphs (a) to (c) of clause 13.1, and where an Act creates in or confers on the person a right so to do, a person who was the applicant or participant may—

- (a) if the person was an applicant or participant in New South Wales, appeal to the Administrative Decisions Tribunal of that State,
- (b) if the person was an applicant or participant in Victoria, apply for a review of the decision to the Victorian Civil and Administrative Tribunal,
- (c) if the person was an applicant or participant in South Australia, appeal to the Administrative and Disciplinary Division of the District Court of that State,
- (d) if the person was an applicant or participant in Western Australia, appeal to the State Administrative Tribunal of that State,
- (e) if the person was an applicant or participant in Tasmania, appeal to a magistrate of that State,
- (f) if the person was an applicant or participant in Queensland, appeal to the District Court in that State,
- (g) if the person was an applicant or participant in the Australian Capital Territory, appeal to the Australian Capital Territory Consumer and Trader Tribunal.

13.3 The Trustees shall give effect forthwith to a decision of a court or tribunal referred to in clause 13.2, notwithstanding that an appeal or application to another court or tribunal named in that clause remains to be determined.

**14 REGISTER OF PARTICIPANTS**

14.1 The Board is to keep a register of participants that includes—

- (a) the names and addresses of each participant, and
- (b) any variation or change in the name or business name of a participant that is approved and notified by the relevant licensing authority, and
- (c) any other details the Board considers necessary.

14.2 A participant must notify the Board within 14 days of any variation or change—

- (a) in the name or business name of that participant, or
- (b) in the address of the place at which business as a travel agent is carried out.

14.3 Any person may inspect the register on payment of a fee determined by the Board.

**15 PAYMENT OF COMPENSATION**

15.1 The Board must pay compensation out of the Fund to a person who—

- (a) enters into travel arrangements or travel-related arrangements directly or indirectly with a participant, and
- (b) has suffered or may suffer direct pecuniary loss arising from a failure to account by the participant for money or other valuable consideration paid by the person

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where the failure to account arises from an act or omission by the participant or an employee or agent of the participant, and

(c) is not protected against the loss by a policy of insurance.

15.1A The Board must not pay compensation under clause 15.1 in excess of \$25,000 to any person in respect of any failure to account by a participant.

15.2 The Board may pay compensation to—

(a) a person referred to in clause 15.1 in relation to other pecuniary loss arising from a failure to account as referred to in that clause, or

(b) a person who has suffered direct pecuniary loss or other pecuniary loss arising from a failure to account for money or other valuable consideration in relation to any travel arrangement or travel-related arrangement and the failure to account arises from an act or omission by another person who is not a participant, or an employee or agent of that other person, or

(c) a person referred to in clause 15.1 in respect of any pecuniary loss suffered by that person which exceeds \$25,000.

15.2A Where compensation paid to any person under clause 15.1 or clause 15.2 remains unclaimed for a period of 2 years from the day it is paid then that person ceases to be entitled to and forfeits that compensation.

15.3 The Board may develop and publish guidelines that apply to the payment of compensation arising under clause 15.2, including emergency compensation under clause 18.

15.4 The Board must not pay compensation to a person in respect of loss referred to in this clause that arises before the commencement of the Act in the appropriate State.

15.5 Compensation payable under this clause is payable—

(a) to a person who is a resident of Australia in respect of any travel arrangements or travel-related arrangements, or

(b) to a person who is not a resident of Australia in respect of travel arrangements or travel-related arrangements within Australia.

15.6 A travel agent or an operator who carries on or carried on a business comprising or including the provision of travel arrangements or travel-related arrangements may be paid compensation under this clause only if the travel agent or operator is exercising the right of a person to claim or receive compensation out of the Fund that has been assigned to the travel agent or operator.

15.7 The Board may pay compensation under this clause to a person in consideration of, or subject to, the assignment to the Board of the person's right and entitlement against another person.

15.8 The Board may pay compensation in instalments in any manner it determines.

15.9 The Board may decline to pay compensation under clause 15.1 or 15.2 to a travel agent.

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## 16 CLAIMS FOR COMPENSATION

- 16.1 A person is not entitled to compensation from the Fund unless the person makes a claim under this clause within 12 months after the failure to account for money or other valuable consideration to which the claim relates.
- 16.2 The Board may accept a claim made later than 12 months if it considers it appropriate to do so.
- 16.3 A claim for compensation is to be made in a form specified by the Board.
- 16.4 The Board, if it is reasonably necessary to do so, may require that a person provide—
- (a) additional information relating to the claim, and
  - (b) copies of any document in the possession or under the control of the person that relate to the claim.
- 16.5 The Board may require that—
- (a) information be provided by statutory declaration or in any other manner, and
  - (b) copies of documents be verified in a particular manner.
- 16.6 The Board is not liable to make any payment for compensation to a person who has not complied with a requirement under clause 16.4 or 16.5.
- 16.7 The Board may decide—
- (a) to admit a claim in whole or in part, or
  - (b) to reject a claim.
- 16.8 Within 14 days of making a decision under clause 16.7, the Board is to notify in writing its decision to the person who made the claim of—
- (a) its decision, and
  - (b) the right of appeal under clause 19.

## 17 AMOUNT OF COMPENSATION

- 17.1 The Board must—
- (a) determine the amount of compensation payable to a person under clause 15.1, and
  - (b) determine the amount of compensation payable to a person under clause 15.2.
- 17.2 The amount of compensation is not to exceed the pecuniary loss suffered, except insofar as the payment is made by way of emergency compensation under clause 18.

## 18 EMERGENCY COMPENSATION

- 18.1 If a participant or former participant or other travel agent fails to meet, or, in the opinion of the Board, is unlikely to meet, an obligation to a person, the Board may pay out of the Fund the amount it determines is necessary to meet in whole or in part the emergency requirements of the person arising from the failure.
- 18.2 The Board must attempt to ensure that it does not make a payment prohibited by clause 15.



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18.3 The Board is not liable for anything done in good faith under this clause, and likewise the Management Committee is not liable for anything done in good faith under this clause.

**19 APPEALS**

19.1 A person may appeal against a decision of the Board under clause 16.7 that relates to any compensation referred to in clause 15.1—

- (a) if the person resides in Queensland or the matter to which the appeal relates is alleged to have taken place in Queensland, to a judge of the District Court at Brisbane in that State, or
- (b) if the person resides in South Australia or the matter to which the appeal relates is alleged to have taken place in South Australia, to a judge of the District Court at Adelaide in that State, or
- (c) if the person resides in Western Australia or the matter to which the appeal relates is alleged to have taken place in Western Australia, to a judge of the District Court at Perth in that State, or
- (d) if the person resides in New South Wales or the matter to which the appeal relates is alleged to have taken place in New South Wales, to the Consumer, Trader and Tenancy Tribunal of New South Wales, or
- (e) if the person resides in Victoria or the matter to which the appeal relates is alleged to have taken place in Victoria, to the Victorian Civil and Administrative Tribunal, or
- (f) if the person resides in the Australian Capital Territory or the matter to which the appeal relates is alleged to have taken place in the Australian Capital Territory, to the Australian Capital Territory Consumer and Trader Tribunal, or
- (g) if the person resides in Tasmania or the matter to which the appeal relates is alleged to have taken place in Tasmania, to the Appeal Committee in Tasmania.

19.2 An appeal is to be instituted within 1 month after receiving notice of the decision of the Board.

19.3 An appeal by a person referred to in clause 19.1 (a), (b) or (c) is to be heard under the relevant Act as if it were an appeal relating to a refusal of participation in the compensation scheme under that Act.

19.4 An appeal by a person referred to in clause 19.1 (f) is to be heard by the relevant Appeal Committee as a new hearing.

19.5 In the hearing and the determining of an appeal—

- (a) an Appeal Committee has the powers of the Board specified in clause 16, and
- (b) an Appeal Committee may determine its own rules and procedures, and
- (c) the decision of an Appeal Committee may be by majority, and
- (d) all questions of law are to be determined by the chairperson of an Appeal Committee.

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## **20 MANAGEMENT COMMITTEE**

- 20.1 The Board may establish a Management Committee to assist it in the administration of the Fund consisting of—
- (a) the chairperson of the Board who is to be the chairperson of the Management Committee, and
  - (b) the Chief Executive Officer or the Acting Chief Executive Officer, and
  - (c) at least 2 Trustees.
- 20.2 The Board may delegate to the Management Committee any of its powers and duties under this Deed other than those under clauses 4A.1 (c) (i), 4A.2 (b), 4A.2 (d), 4A.4, 20, 21.1, 21.4, 25, 27, 29 and 30.1.
- 20.3 A member of the Management Committee is not liable for any action in respect of performing any duty or exercising any power in good faith as such a member.

## **21 COMMITTEES**

- 21.1 The Board may establish committees to assist it in its powers and duties consisting of at least 3 Trustees each.
- 21.2 The Board may vary the membership of a committee from time to time.
- 21.3 The Board may nominate one or more Trustee to act in the absence of a Trustee appointed to a committee.
- 21.4 The Board, by instrument in writing, may delegate to a committee any of its powers and duties under this Deed other than those under clauses 4A.1 (c) (i), 4A.2 (b), 4A.2 (d), 4A.4, 20, 21.1, 21.4, 25, 27, 29 and 30.1.
- 21.5 A committee must exercise any delegated powers in accordance with any directions and subject to any conditions the Board specifies and a power so exercised is taken to be exercised by the Board.
- 21.6 A committee is to appoint one of its members who is a Trustee as chairperson of that committee.
- 21.7 A member of a committee is not liable for any action in respect of performing any duty or exercising any power in good faith as such a member.

## **21A CONDUCT OF MEETINGS**

- 21A.1 The Board is to meet at least twice a year.
- 21A.2 A committee or a Management Committee is to meet as often as it considers necessary.
- 21A.3 The Board, a committee or Management Committee, may—
- (a) determine the procedure for the calling of meetings and conduct of business at those meetings, and
  - (b) adjourn any meeting as it considers appropriate.
- 21A.4 Any 3 Trustees, by notice to the other Trustees, may call a meeting of the Board.

## Travel Agents Regulation 2006

## Schedule 1 Compensation scheme

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- 21A.5 The Board, a committee or a Management Committee may conduct a meeting—
- (a) in person, or
  - (b) by audio or video conference facility, or
  - (c) by facsimile transmission, or
  - (d) by electronic mail, or
  - (e) by any other electronic medium approved by the Board.
- 21A.6 A Trustee or member who is not attending a meeting in person is taken to be present at the meeting if the Trustee or member—
- (a) is able to hear the entire meeting and is able to be heard by all the others attending the meeting, or
  - (b) participates by facsimile transmission, electronic mail or any other electronic medium approved under clause 21A.5 (e).
- 21A.7 A meeting conducted otherwise than in person is taken to be held at a place agreed to by the Trustees or members present at the meeting if at least one of the Trustees or members was present during the whole of the meeting at that place.
- 21A.8 The quorum at a meeting—
- (a) of the Board, is 6 Trustees, and
  - (b) of the Management Committee, is 2 Trustees, and
  - (c) of a committee, is one-half of the total number of members or, if that is not a whole number, the next highest number.
- 21A.9 If the chairperson is absent from a meeting—
- (a) the Board may elect a Trustee who is present to chair the meeting, or
  - (b) the members present at that meeting may elect one of their number who is a Trustee to chair that meeting.
- 21A.10 Any question arising at a meeting is to be decided by a simple majority of votes of the Trustees or members present and voting.
- 21A.11 In the case of an equality of votes, the person chairing a meeting has a deliberative and a casting vote.
- 21A.12 A written resolution—
- (a) may consist of several identical copies of the same document each signed by one or more of the Trustees or members, and
  - (b) if signed by the majority of the Trustees or members, is valid as if it had been passed at a meeting duly convened and held.
- 21A.13 The Board, a committee and a Management Committee is to keep full and accurate minutes of proceedings at meetings.
- 21A.14 A Trustee is entitled to expenses, fees and allowances for attending meetings and transacting the business of the Board, a committee or a Management Committee as fixed by the Ministerial Council.

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## 22 APPEAL COMMITTEE

- 22.1 An Appeal Committee is appointed by a Minister to hear and determine an appeal made under clause 19.1 (f).
- 22.2 An Appeal Committee consists of 3 members one of whom is a legal practitioner of at least 7 years' standing who is the chairperson of the Appeal Committee.
- 22.3 A Trustee is not eligible to be a member of an Appeal Committee.
- 22.4 A member of an Appeal Committee is entitled to any expenses, fees and allowances the Board determines.

## 23 SECRECY

- 23.1 A person who is or has been a Trustee must not, either directly or indirectly, make a record of or communicate any information about another person acquired as a result of being a Trustee unless the information is recorded or communicated—
- (a) in performing a duty or exercising a power under this Deed, or
  - (b) for the purposes of the Act or this Deed to a person employed in the administration of the Act, or
  - (c) in giving evidence or producing a document to a person or body that is entitled to hear or determine an application or an appeal relating to a licence under the Act, or
  - (d) in giving evidence or producing a document to a court or tribunal that is hearing any criminal or civil proceedings, or
  - (e) at the request of, and provided to, an agency of the Commonwealth of Australia or a State of the Commonwealth under a law of the Commonwealth or of that State, or
  - (f) with the written authority of that other person.
- 23.2 A contract with a person by which the person is employed in, or concerned with, the administration of the Trust, must provide that the person—
- (a) is bound by provisions of this clause as if the person were a Trustee, and
  - (b) if entering into a subcontract with another person, is to provide in that subcontract that the other person is bound by the provisions of this clause.

## 24 ACCOUNTS AND AUDIT

- 24.1 The Board must cause—
- (a) proper books of account to be kept in relation to all of the dealings and operations of the Trust, and
  - (b) the accounts of the Trust to be audited and a balance sheet, statement of income and expenditure, funds statement, supporting information and an auditor's certificate to be presented to the Board within 90 days after the end of each year.
- 24.2 The Board may appoint and determine the remuneration of the auditors of the Trust.

## Travel Agents Regulation 2006

## Schedule 1 Compensation scheme

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**25 ANNUAL REPORT**

- 25.1 The Board must forward a report of the financial and operational activities of the Trust for each year to—
- (a) each Minister within 4 months after the end of that year, and
  - (b) each participant within 6 months after the end of that year.

**26 NOTICES**

- 26.1 The Fund is to publish in the Government Gazette of each State a postal, facsimile or E-mail address to which notices to the Fund can be delivered or sent.
- 26.2 A notice sent to the Fund is duly given if it is:
- (a) delivered or sent by prepaid post to an address published under clause 26.1, or
  - (b) sent by facsimile to an address published under clause 26.1, or
  - (c) transmitted by E-mail to an address published under clause 26.1.
- 26.3 A notice from the Fund to a participant is duly given if it is delivered or sent by prepaid post, sent by facsimile or transmitted by E-mail to the last known postal, facsimile or E-mail address of the participant.
- 26.4 A notice sent by post is taken to have been delivered on the third day following the day on which it was posted.
- 26.5 A notice sent to a facsimile address is taken to have been delivered on the next business day after it was sent.
- 26.6 A notice transmitted by E-mail is taken to have been delivered on the next business day after transmission.

**27 TERMINATION OF TRUST**

- 27.1 The Trust may be terminated by—
- (a) the unanimous resolution of the Board, or
  - (b) the unanimous decision of the Ministerial Council, or
  - (c) an order of the Supreme Court of New South Wales.
- 27.2 Upon termination of the Trust, any money standing to the credit of the Fund is to be applied as follows:
- (a) firstly, in the payment of all the liabilities of the Trust, including any liability arising from a failure to account after the termination of the Trust for money or other valuable consideration entrusted to another person before the termination of the Trust,
  - (b) secondly, in the payment of any balance to the States in proportions equivalent to the total number of participants in each State at the date of termination.

**28 TRUST FUNDS NOT PAYABLE TO PARTICIPANTS**

- 28.1 The Board must not distribute among, or pay to all or any of, the participants any part of the Fund otherwise than as provided under this Deed.

Travel Agents Regulation 2006

Compensation scheme

Schedule 1

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## 29 SUBSTITUTION OF DEED

- 29.1 This Deed may be substituted by another trust deed by—
- (a) the Ministerial Council at its own discretion, or
  - (b) the Board by resolution passed by at least 75% of the Trustees and with the approval of the Ministerial Council.
- 29.2 If this Deed is substituted by another trust deed, any reference to this Deed or a provision of this Deed in any document, contract or agreement is to be read as a reference to the substituted trust deed or the equivalent provision of the substituted trust deed.

## 30 AMENDMENT OF TRUST DEED

- 30.1 Subject to this Part, this Deed may be amended by a resolution (in this Part called “**an amendment resolution**”) passed by not less than seventy five per centum of the Trustees.
- 30.2 Part 13 (except by adding or deleting paragraphs in clause 13.2), clauses 30.1 and 31.3 and this clause may not be amended.
- 30.3 Immediately upon the passing of an amendment resolution the Trustees shall notify each Minister of it.
- 30.4 Where, within four weeks of an amendment resolution being passed, the Ministerial Council resolves that the amendment is rejected by the Ministerial Council, the amendment resolution lapses and is of no effect for any purpose.
- 30.5 An amendment resolution shall specify a date which shall be no earlier than six weeks after the date on which it is passed as the date on which the amendment is to take effect and this Deed shall be amended in accordance with that resolution as from and including that date.
- 30.6 An amendment to this Deed may be made and expressed so as to save from being void or of no effect a matter or thing done prior to the amendment.

## 31 GOVERNING LAW AND JURISDICTION

- 31.1 The Trust Fund shall be maintained in New South Wales.
- 31.2 The Trust shall be administered in New South Wales.
- 31.3 This Deed shall be governed by and construed in accordance with the laws of New South Wales.
- 31.4 A legal action or proceeding relating to this Deed or arising out of an action taken or omitted to be taken by the Trustees under this Deed may be brought in any State and the Trustees shall not raise any objection in regard to such an action or proceeding on the ground of venue or forum non conveniens or a similar ground.

## 32 CONSEQUENTIAL PROVISIONS RESULTING FROM AMENDMENTS

- 32.1 A reference in clause 13.1 (a) to a contributor under clause 9.8 is to be read as a reference to a participant under clause 10.2.
- 32.2 A reference in clause 13.1 (b) to clause 11.5 is to be read as a reference to clause 12A.4.

## Travel Agents Regulation 2006

## Schedule 1 Compensation scheme

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32.3 A reference in clause 13.1 (c) to clause 12.2 is to be read as a reference to clause 12A.2.

32.4 The Ministerial Council may terminate or extend the term of office of a person who is a Trustee immediately before the substitution of clause 4 takes effect to ensure that the membership of the Board reflects the matters referred to in clause 4.2.

32.5 A person who is a Trustee immediately before the substitution of clause 4 takes effect continues as a Trustee until—

- (a) the Ministerial Council terminates the Trustee's term of office under clause 32.4, or
- (b) the Trustee's term of office expires.

Travel Agents Regulation 2006

Fees

Schedule 2

## Schedule 2 Fees

(Clause 6)

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Nature of fee payable</b>	<b>Processing component</b>	<b>Fixed component</b>	<b>Variable component</b>
Application fee for granting of licence (corporation, other than partner)	\$97	nil	\$332 per place of business
Application fee for restoration of licence (corporation, other than partner)	\$51	nil	\$332 per place of business
Annual fee under section 17 (1) of the Act (corporation, other than partner)	\$26	nil	\$332 per place of business
Application fee for granting of licence (individual, other than partner)	\$97	nil	\$332 per place of business
Application fee for restoration of licence (individual, other than partner)	\$51	nil	\$332 per place of business
Annual fee under section 17 (1) of the Act (individual, other than partner)	\$26	nil	\$332 per place of business
Application fee for granting of licence (principal partner)	\$97	nil	\$332 per place of business
Application fee for restoration of licence (principal partner)	\$51	nil	\$332 per place of business
Annual fee under section 17 (1) of the Act (principal partner)	\$26	nil	\$332 per place of business
Application fee for granting of licence (ordinary partner)	\$74	nil	nil
Application fee for restoration of licence (ordinary partner)	\$39	nil	nil
Annual fee under section 17 (1) of the Act (ordinary partner)	nil	nil	nil
Late fee under section 17 (8) of the Act	nil	\$49	nil

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## Travel Agents Regulation 2006

## Schedule 2 Fees

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<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Nature of fee payable</b>	<b>Processing component</b>	<b>Fixed component</b>	<b>Variable component</b>
Application fee for replacement of licence	\$28	nil	nil
Issue of certificate under section 15 of the Act	nil	\$21	nil

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New South Wales

# Veterinary Practice Regulation 2006

under the

Veterinary Practice Act 2003

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Veterinary Practice Act 2003*.

IAN MACDONALD, M.L.C.,  
Minister for Primary Industries

## Explanatory note

The object of this Regulation is to make provision for or with respect to certain matters for the purposes of the *Veterinary Practice Act 2003* (*the Act*), including the following:

- (a) the declaration of acts of veterinary science as restricted acts of veterinary science, which only a registered veterinary practitioner may do (clause 4),
- (b) the unregistered but accredited or authorised persons who may do certain restricted acts of veterinary science (clause 5),
- (c) the bodies exempt from the offence of representing certain firms to be veterinary practices if the firms are not controlled by one or more veterinary practitioners (clause 6),
- (d) the declaration relating to conduct to be observed by veterinary practitioners that an applicant for registration as a veterinary practitioner must make (clause 7 and Schedule 1),
- (e) the examination that must be passed before a person may be granted full registration as a veterinary practitioner (clause 8),
- (f) the additional matters required to be included in the Register of veterinary practitioners (clause 9),
- (g) the further information that must be included in the annual return required to be made by veterinary practitioners (clause 10),
- (h) the meaning of *professional misconduct* (clause 11) and *unsatisfactory professional conduct* (clause 12) in the provisions of the Act dealing with complaints and discipline,

Veterinary Practice Regulation 2006

Explanatory note

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- (i) the establishment of a veterinary practitioners code of professional conduct setting out the rules of conduct that should be observed by a veterinary practitioner in carrying out the practice of veterinary science (clause 13 and Schedule 2),
- (j) further particulars relating to veterinary hospitals, changes in which must be notified to the Registrar (clause 14),
- (k) the procedure of the annual general meeting of the veterinary profession that the Veterinary Practitioners Board must hold (Part 6),
- (l) penalty notices for offences under the Act (clause 22 and Schedule 3),
- (m) the exemption of certain persons employed by the Crown from section 9 of the Act (clause 23),
- (n) providing that the carrying out of an artificial breeding procedure (other than a procedure involving surgery) on any farm and domestic animal other than a horse cannot be declared to be a restricted act of veterinary science (clause 24),
- (o) the determination and imposition of fees by the Veterinary Practitioners Board, with the approval of the Minister (clause 25).

This Regulation also repeals a redundant Regulation (clause 26).

This Regulation is made under the *Veterinary Practice Act 2003*, including section 102 (the general regulation-making power) and the provisions mentioned in the Regulation.

Veterinary Practice Regulation 2006

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Veterinary Practice Regulation 2006

Clause 1

Preliminary

Part 1

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## Veterinary Practice Regulation 2006

under the

Veterinary Practice Act 2003

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Veterinary Practice Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

#### 3 Definitions

(1) In this Regulation:

*code of conduct* means the veterinary practitioners code of professional conduct established by clause 13.

*horse* includes a donkey and a mule.

*the Act* means the *Veterinary Practice Act 2003*.

(2) Notes included in this Regulation do not form part of this Regulation.

Clause 4            Veterinary Practice Regulation 2006

Part 2             Practice of veterinary science

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## Part 2    Practice of veterinary science

### 4    Restricted acts of veterinary science

- (1)    The following acts of veterinary science are declared to be restricted acts of veterinary science for the purposes of the Act:
- (a)    **examination of or attendance on any animal**  
the examination of or attendance on any animal for the purpose of diagnosing the physiological or pathological condition of the animal, including for the purpose of diagnosing pregnancy in a horse, but not for the purpose of diagnosing pregnancy in any other animal,
  - (b)    **treatments, procedures or tests that require anaesthesia etc**  
the carrying out of any treatment, procedure or test on an animal that, according to current standards of the practice of veterinary science, to avoid harm or suffering to the animal, should not be undertaken without anaesthetising the animal (otherwise than by a topical anaesthetic) or without sedating or tranquillising the animal,
  - (c)    **administration of an anaesthetic agent**  
the administration of an anaesthetic agent (other than a topical anaesthetic) to an animal otherwise than under the immediate and direct supervision of a veterinary practitioner,
  - (d)    **specific procedures**  
the following treatments, procedures and tests:
    - (i)    the performing of laparoscopic surgery on any animal,
    - (ii)   the performing of the Mules operation on sheep that are 12 months of age or older,
    - (iii)  the tailing of sheep that are 6 months of age or older,
    - (iv)   the de-horning of cattle that are 12 months of age or older,
    - (v)    the de-horning of goats that are 1 month of age or older,
    - (vi)   the removal of immature antlers in velvet from deer,
    - (vii)  the carrying out in respect of an animal of any artificial breeding procedure (within the meaning of the *Stock (Artificial Breeding) Act 1985*) involving surgery,
    - (viii) the castrating of cattle, sheep or goats that are 6 months of age or older,
    - (ix)   the castrating of pigs that are 2 months of age or older,
    - (x)    the castrating at any age of animals other than cattle, sheep, goats or pigs,

Veterinary Practice Regulation 2006

Clause 4

Practice of veterinary science

Part 2

(e) **insertion of any thing into certain body cavities**

the carrying out of any treatment, procedure or test that involves the insertion of any thing in the nasal passage, nasal sinuses, thoracic cavity, abdominal cavity, pelvic cavity, cranial cavity, spinal canal, tooth alveolar cavity, eye, orbital cavity, tympanic cavity, joint spaces or any other synovial cavity of any animal (except for an insertion into an animal's mouth or oesophagus only, or into the rectum of an animal other than a horse),

(f) **insertion of any thing into uterus or rectum of horse**

the carrying out of any treatment, procedure or test that involves the insertion of any thing into the uterus of a horse or the insertion of any thing other than a thermometer into the rectum of a horse,

(g) **dental procedures on animals other than horses**

the performing of any dental procedure other than tooth cleaning on any animal other than a horse,

(h) **dental procedures on horses**

the performing on a horse of any dental procedure that involves:

- (i) making an incision through the skin or oral mucosa, or
- (ii) extracting a tooth by repulsion, or
- (iii) entry below the gum line, or
- (iv) any other activity to maintain or restore correct dental function.

(2) Despite subclause (1), the following activities are excluded from the declaration of restricted acts of veterinary science:

- (a) cleaning, rasping, grinding or cutting the teeth of a horse,
- (b) removing a loose tooth or deciduous tooth cap from a horse,
- (c) using a power tool to carry out a procedure to maintain or restore correct dental function on a horse that has been adequately sedated under the immediate and direct supervision of a veterinary practitioner.

(3) In this clause:

***anaesthetic agent*** means an anaesthetic agent, including a narcoleptic agent, an analgesic, a sedative or a tranquilliser, that is specified in Schedule Four or Schedule Eight to the Poisons List proclaimed under the *Poisons and Therapeutic Goods Act 1966*.

***de-horn*** has the same meaning as in Schedule 1 to the Act.



Clause 5            Veterinary Practice Regulation 2006

Part 2             Practice of veterinary science

---

**5 Certain accredited or authorised persons may do restricted acts of veterinary science in certain circumstances**

The following classes of persons and circumstances are prescribed for the purposes of section 9 (2) (e) of the Act:

- (a) persons, or persons of the class of persons, who are accredited by the Board to carry out a specified restricted act of veterinary science and who are acting as permitted by, and in accordance with, that accreditation,
- (b) persons who hold an authority to carry out animal research under section 25 of the *Animal Research Act 1985* and who are acting as permitted by, and in accordance with, that authority.

**6 Bodies exempt from offence of representing certain firms to be veterinary practices**

For the purposes of section 14 (5) (d) of the Act, a society is prescribed if:

- (a) it is registered under the *Co-operatives Act 1992*, and
- (b) it provides a service performing acts of veterinary science only on animals owned by its members (whether or not it charges for that service), and
- (c) it employs or engages only veterinary practitioners to do or perform any act, matter or thing in connection with any such service forming part of the practice of veterinary science.

Veterinary Practice Regulation 2006

Clause 7

Registration of veterinary practitioners

Part 3

---

## **Part 3 Registration of veterinary practitioners**

### **7 Declaration relating to the conduct to be observed by veterinary practitioners**

The declaration relating to the conduct to be observed by veterinary practitioners that is required to be made by section 18 (e) of the Act is the declaration in Schedule 1.

### **8 Examination as qualification for full registration**

The examination that may be required by the Board under section 21 (1) (b) (ii) of the Act is the examination in veterinary science known as the National Veterinary Examination, set by the Australasian Veterinary Boards Council Inc.

### **9 Register of veterinary practitioners**

For the purposes of section 28 (3) (f) of the Act, the following are prescribed as the other particulars required to be included for each entry of the Register:

- (a) the date of registration of the veterinary practitioner,
- (b) the registration number (or number of the certificate of registration) of the veterinary practitioner,
- (c) any condition placed on the registration of the veterinary practitioner.

### **10 Contents of annual return of veterinary practitioner**

For the purposes of section 33 (1) (f) of the Act, the further information that a veterinary practitioner must furnish in relation to a return period is the following:

- (a) in relation to a veterinary practitioner who holds specialist registration, details of the extent to which the veterinary practitioner practised in the branch of veterinary science in which he or she holds that registration,
- (b) details of any continuing professional development undertaken by the veterinary practitioner, including, but not limited to, the following:
  - (i) details of any university continuing professional development course relating to the practice of veterinary science undertaken,
  - (ii) details of any postgraduate course relating to the practice of veterinary science undertaken,
  - (iii) details of any conference or seminar relating to the practice of veterinary science attended,

Clause 10      Veterinary Practice Regulation 2006  
Part 3          Registration of veterinary practitioners

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- (iv) details of any papers presented at any conference or seminar relating to the practice of veterinary science,
- (v) details of any other presentation relating to the practice of veterinary science attended,
- (vi) details of any correspondence course relating to the practice of veterinary science completed,
- (vii) details of any written assessment test relating to the practice of veterinary science completed,
- (viii) details of any paper published in any journals relating to the practice of veterinary science,
- (ix) details of any journals relating to the practice of veterinary science read,
- (x) details of any observation of the carrying out of veterinary surgery,
- (xi) details of any act of veterinary science done with other veterinary practitioners for the purpose of expanding the veterinary practitioner's knowledge of, or competence in, veterinary science.

Veterinary Practice Regulation 2006

Clause 11

Complaints and disciplinary proceedings

Part 4

---

## Part 4 Complaints and disciplinary proceedings

### 11 Meaning of “professional misconduct”

For the purposes of paragraph (b) of the definition of *professional misconduct* in section 35 of the Act, the breach of any of the following clauses of the code of conduct is declared to be professional misconduct for the purposes of the Act:

- (a) clause 2 (Welfare of animals must be considered),
- (b) clause 3 (No refusal of pain relief),
- (c) clause 4 (Knowledge of current standards of practice),
- (d) clause 5 (Utilisation of skills of colleagues),
- (e) clause 6 (Professional conduct),
- (f) clause 7 (Informed consent),
- (g) clause 8 (Availability to care for animal),
- (h) clause 9 (Referrals and second opinions),
- (i) clause 10 (Provision of records),
- (j) clause 11 (Return of records),
- (k) clause 12 (Confidentiality),
- (l) clause 13 (Skills, knowledge and equipment of assistants),
- (m) clause 14 (Compliance with codes or rules of animal sporting organisations),
- (n) clause 17 (Certification by veterinary practitioners),
- (o) clause 18 (Correction of genetic defects),
- (p) clause 20 (Supply of restricted substances).

### 12 Meaning of “unsatisfactory professional conduct”

For the purposes of paragraph (e) of the definition of *unsatisfactory professional conduct* in section 35 of the Act, the following clauses of the code of conduct are prescribed:

- (a) clause 15 (Records),
- (b) clause 16 (Fees for veterinary services),
- (c) clause 19 (Special interest areas),
- (d) clause 21 (Inducements).

Clause 13      Veterinary Practice Regulation 2006  
Part 4          Complaints and disciplinary proceedings

---

**13    Veterinary practitioners code of professional conduct**

For the purposes of section 37 of the Act, the code of conduct set out in Schedule 2 is established as a veterinary practitioners code of professional conduct.

Veterinary Practice Regulation 2006

Clause 14

Veterinary hospitals

Part 5

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## Part 5 Veterinary hospitals

### 14 Licensing procedures

Part 2 of the *Licensing and Registration (Uniform Procedures) Act 2002* is modified, in its application to a veterinary hospital licence, so as to require the “other registered particulars” referred to in section 24 (1) of that Act to be construed as including the following:

- (a) the business name (within the meaning of the *Business Names Act 2002*) under which a veterinary hospital is to be conducted pursuant to the veterinary hospital licence,
- (b) the names of the shareholders of any corporation that is the owner or part-owner of the veterinary hospital the subject of the veterinary hospital licence,
- (c) the nature of the veterinary services provided by the veterinary hospital the subject of the veterinary hospital licence.

Clause 15	Veterinary Practice Regulation 2006
Part 6	Annual general meeting of veterinary profession

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## **Part 6 Annual general meeting of veterinary profession**

### **15 Definition**

In this Part:

*annual general meeting* means the annual general meeting of the veterinary profession referred to in section 92 of the Act.

### **16 Calling of annual general meeting**

An annual general meeting is to be called so as to be held as soon as practicable after the Board's audited financial reports in respect of the last-ended financial year have been returned to the Board under section 41D of the *Public Finance and Audit Act 1983*.

### **17 Giving of notice of annual general meeting**

- (1) The Board must notify the veterinary profession (including veterinary practitioners) of:
  - (a) the date of the annual general meeting, and
  - (b) the venue of the meeting, and
  - (c) the agenda of the meeting, and
  - (d) the place or website at which further information in relation to the meeting may be obtained.
- (2) Notice of an annual general meeting must be given:
  - (a) in the Board's publication entitled *Boardtalk*, and
  - (b) on the Board's website, and
  - (c) in any other way the Board considers appropriate.
- (3) At least 4 weeks' notice must be given of an annual general meeting.

### **18 Information to be provided in relation to annual general meeting**

All attendees at an annual general meeting must be provided with the following information in relation to the meeting:

- (a) the agenda for the meeting,
- (b) a copy of the audited financial statements of the Board,
- (c) a copy of a report of the President of the Board as to the activities of the Board for the past financial year,
- (d) a copy of a report of the President of the Board as to:
  - (i) the fees payable by veterinary practitioners under the Act, and

Veterinary Practice Regulation 2006

Clause 19

Annual general meeting of veterinary profession

Part 6

- 
- (ii) the consultation undertaken under section 86 of the Act before those fees were approved, and
  - (iii) any remuneration paid or payable to members of the Board, and
  - (iv) any increases in fees and remuneration that have been determined by the Board and are to be presented to the Minister for approval.

**19 President to preside**

The President of the Board or, in the absence of the President, a person elected by the members of the Board who are present at an annual general meeting is to preside at the meeting.

**20 Comments to be taken**

The person presiding at an annual general meeting is to take comments from the veterinary practitioners at the meeting as to the matters on the agenda, in particular, comments with respect to:

- (a) any proposed increase in fees payable by veterinary practitioners under the Act, and
- (b) any proposed increase in the remuneration payable to members of the Board.

**21 Annual general meeting may coincide with Board meeting**

- (1) The annual general meeting may take place in conjunction with any other scheduled meeting of the Board.
- (2) In such a case, the Board must use its best endeavours to ensure that the venue for the meeting is capable of accommodating all persons who might reasonably be expected to attend the meeting.



Clause 22      Veterinary Practice Regulation 2006

Part 7          Miscellaneous

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## Part 7      Miscellaneous

### 22      Penalty notices

For the purposes of section 101 of the Act:

- (a) each offence specified in Column 1 of Schedule 3 is prescribed as a penalty notice offence, and
- (b) the prescribed penalty payable under a penalty notice in respect of a penalty notice offence is:
  - (i) the amount specified in Column 2 of Schedule 3, or
  - (ii) if the person alleged to have committed the offence is a corporation, and if a greater amount is specified in Column 3 of Schedule 3, the amount specified in Column 3 of Schedule 3.

### 23      Exemption of persons from the operation of section 9 of the Act

- (1) For the purposes of section 102 (1) (f) of the Act, a person employed by the Crown:
  - (a) who is under the direct supervision of an officer of the Department of Primary Industries or a rural lands protection board, and
  - (b) who is doing a restricted act of veterinary science in accordance with guidelines and standard operating procedures issued by the Director-General of the Department of Primary Industries,is, during an emergency (within the meaning of the *State Emergency and Rescue Management Act 1989*) relating to a disease of animals, or requiring the mass treatment or destruction of animals, exempt from section 9 of the Act.
- (2) For the purposes of section 102 (1) (f) of the Act, a person employed as a ranger by the Crown in the Rural Lands Protection Boards Division of the Government Service who is acting as permitted by, and in accordance with, guidelines, or any other written instrument, issued by the State Council of Rural Lands Protection Boards is exempt from section 9 of the Act.

### 24      Unrestricted acts of veterinary science

For the purposes of clause 1 (g) of Schedule 1 to the Act, all animals, other than horses and the animals referred to in clause 1 (g), are prescribed.

Veterinary Practice Regulation 2006

Clause 25

Miscellaneous

Part 7

---

**25 Fees**

- (1) The Board is authorised to determine the fees payable for the undertaking of examinations in respect of applications for registration under the Act.
- (2) The Board is authorised to determine and impose fees and charges for such other services provided by the Board as will assist the Board to operate on a cost-recovery basis, including fees or charges for the carrying out of any inspection for the purposes of the Act (whether or not the inspection is requested or agreed to).
- (3) The Board may not impose a fee under this clause unless the Minister has agreed to the imposition of the fee.
- (4) In this clause, *inspection* includes any hospital inspection or any inspection of the Register.

**26 Repeal of Veterinary Practice (Savings and Transitional) Regulation 2005**

The *Veterinary Practice (Savings and Transitional) Regulation 2005* is repealed.

Veterinary Practice Regulation 2006

Schedule 1 Declaration relating to the conduct to be observed by veterinary practitioners

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## **Schedule 1 Declaration relating to the conduct to be observed by veterinary practitioners**

(Clause 7)

I, [*insert name*] of [*insert address*] am an applicant for registration as a veterinary practitioner under the *Veterinary Practice Act 2003* and I declare that:

- (a) I will pursue the work of my profession with diligence, and
- (b) in practising veterinary science:
  - (i) I will promote the welfare of animals, and
  - (ii) I will observe the veterinary practitioners code of professional conduct referred to in section 37 of the *Veterinary Practice Act 2003*, and
  - (iii) I will maintain a standard of professional knowledge and expertise at a level that is accepted by my professional colleagues who are of good standing, and
- (c) I will not practise veterinary science if I am aware that I am impaired by a physical or mental illness or disorder that detrimentally affects or is likely to detrimentally affect my capacity to practice.

Veterinary Practice Regulation 2006

Veterinary practitioners code of professional conduct

Schedule 2

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## Schedule 2      **Veterinary practitioners code of professional conduct**

(Clause 13)

### **1 Basic principles of professional conduct**

The basic principles of professional conduct for a veterinary practitioner are:

- (a) a primary concern for the welfare of animals, and
- (b) the maintenance of professional standards to the standard expected by:
  - (i) other veterinary practitioners, and
  - (ii) users of veterinary services, and
  - (iii) the public.

### **2 Welfare of animals must be considered**

A veterinary practitioner must at all times consider the welfare of animals when practising veterinary science.

### **3 No refusal of pain relief**

- (1) A veterinary practitioner must not refuse to provide relief of pain or suffering to an animal that is in his or her presence.
- (2) In this clause, *relief*, in relation to pain or suffering, means:
  - (a) first aid treatment, or
  - (b) timely referral to another veterinary practitioner, or
  - (c) euthanasia,as appropriate.

### **4 Knowledge of current standards of practice**

- (1) A veterinary practitioner:
  - (a) must maintain knowledge to the current standards of the practice of veterinary science in the areas of veterinary science relevant to his or her practice, and
  - (b) must always carry out professional procedures in accordance with those current standards.
- (2) A veterinary practitioner must base professional decisions on evidence-based science or well-recognised current knowledge and practice, or both.

## Veterinary Practice Regulation 2006

Schedule 2 Veterinary practitioners code of professional conduct

---

**5 Utilisation of skills of colleagues**

A veterinary practitioner must utilise the skills of colleagues, by consultation or referral, where appropriate.

**6 Professional conduct**

A veterinary practitioner must not mislead, deceive or behave in such a way as to have an adverse effect on the standing of any veterinary practitioner or the veterinary profession.

**7 Informed consent**

A veterinary practitioner must, where it is practicable to do so, obtain the informed consent of the person responsible for the care of an animal before providing veterinary services to the animal.

**8 Availability to care for animal**

A veterinary practitioner must, when accepting an animal for diagnosis or treatment:

- (a) ensure that he or she is available for the ongoing care of the animal, or
- (b) if he or she will not be so available, make arrangements for another veterinary practitioner to take over the care of the animal.

**9 Referrals and second opinions**

A veterinary practitioner must not refuse a request by a person responsible for the care of an animal for a referral or second opinion.

**10 Provision of records**

A veterinary practitioner who has previously treated an animal must, when requested to do so, and with the consent of the person responsible for the care of the animal, provide copies or originals of all relevant case history records directly to another veterinary practitioner who has taken over the treatment of the animal.

**11 Return of records**

A veterinary practitioner to whom another veterinary practitioner has referred an animal for treatment or a second opinion must return records provided by the referring veterinary practitioner as soon as practicable.

**12 Confidentiality**

Except as otherwise required by this code of conduct, a veterinary practitioner must maintain the confidentiality of information obtained in the course of professional practice.

Veterinary Practice Regulation 2006

Veterinary practitioners code of professional conduct

Schedule 2

---

**13 Skills, knowledge and equipment of assistants**

A veterinary practitioner must ensure that all persons assisting in the provision of veterinary services to animals in his or her care have the skills, knowledge and available equipment to enable them to perform their duties according to current standards of the practice of veterinary science, except in the case of an emergency.

**14 Compliance with codes or rules of animal sporting organisations**

A veterinary practitioner must maintain knowledge of and obey any code or rules of an animal sporting organisation when attending on that organisation or working within the industry to which it relates (unless the code or rules are contrary to the Act, this Regulation or any other legislation).

**15 Records**

- (1) A veterinary practitioner must ensure that a detailed record of any consultation, procedure or treatment is made as soon as is practicable.
- (2) The record:
  - (a) must be legible and in sufficient detail to enable another veterinary practitioner to continue the treatment of the animal, and
  - (b) must include the results of any diagnostic tests, analysis and treatments.
- (3) A veterinary practitioner must ensure that all records of any consultation, procedure or treatment are retained for at least 3 years after they are made.

**16 Fees for veterinary services**

A veterinary practitioner must, where it is practicable to do so and before providing veterinary services in relation to an animal, inform the person responsible for the care of the animal of:

- (a) the likely extent and outcome of the veterinary services, and
- (b) the estimated cost of those services.

**17 Certification by veterinary practitioners**

- (1) A veterinary practitioner must not certify to any fact within his or her professional expertise or knowledge, or that a veterinary service has been provided, unless the veterinary practitioner has personal knowledge of the fact or has personally provided, or supervised the provision of, the veterinary service concerned.

## Veterinary Practice Regulation 2006

Schedule 2 Veterinary practitioners code of professional conduct

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- (2) Any certification by a veterinary practitioner must contain such detail as is necessary to ensure that it is complete and accurate and that the meaning is clear.

**18 Correction of genetic defects**

A veterinary practitioner must not perform a surgical operation for the correction of an inheritable defect, or provide medical treatment for an inheritable disease, unless the primary purpose of the operation or treatment is to relieve or prevent pain or discomfort to the animal concerned.

**19 Special interest areas**

Before undertaking practice in a particular area of veterinary science, a veterinary practitioner must ensure that he or she has the knowledge and competence necessary to practise in that area.

**20 Supply of restricted substances**

- (1) A veterinary practitioner may supply restricted substances only:
- (a) to a person responsible for the care of an animal that the veterinary practitioner has physically examined or has under his or her direct care, and only in respect of that animal, or
  - (b) with the authority of another registered veterinary practitioner who has physically examined the animal concerned or has it under his or her direct care, and only in respect of that animal.
- (2) A veterinary practitioner must not obtain any restricted substance medications in order to take that substance himself or herself.
- (3) In this clause:

*restricted substance* means a substance that is specified in Schedule Four or Schedule Eight to the Poisons List proclaimed under the *Poisons and Therapeutic Goods Act 1966*.

**21 Inducements**

A veterinary practitioner must not provide a referral or recommendation the request for which is accompanied by an inducement to the veterinary practitioner.

Veterinary Practice Regulation 2006

Penalty notice offences

Schedule 3

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### Schedule 3 Penalty notice offences

(Clause 22)

Column 1	Column 2	Column 3
Offences under the Act		
Section	Penalty	Penalty for corporation
9 (1)	\$500	
11 (2)	\$500	\$1,100
12	\$500	
13 (1)	\$500	
14 (1)	\$500	
14 (2)	\$500	\$1,100
16	\$500	
31	\$200	
44 (4)	\$500	\$1,100
44 (5)	\$500	\$1,100
65	\$1,100	
66	\$500	\$1,100





New South Wales

## Witness Protection Regulation 2006

under the

Witness Protection Act 1995

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Witness Protection Act 1995*.

CARL SCULLY, M.P.,  
Minister for Police

### Explanatory note

The object of this Regulation is to prescribe the forms to be used to permit a participant in a witness protection program (established and maintained under the *Witness Protection Act 1995* or under a law of the Commonwealth, another State or a Territory) who has been provided with a new identity not to disclose his or her former identity if the participant would otherwise be required by law to do so.

This Regulation replaces, without substantial variation, the *Witness Protection Regulation 2001*. That Regulation will be repealed on 1 September 2006 under section 10 (2) of the *Subordinate Legislation Act 1989*.

The Regulation is made under the *Witness Protection Act 1995* and, in particular, under sections 24 (Non-disclosure of former identity of participant) and 42 (the general regulation-making power).

This Regulation comprises or relates to matters of a machinery nature.

Witness Protection Regulation 2006

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Witness Protection Regulation 2006

Clause 1

Preliminary

Part 1

---

## Witness Protection Regulation 2006

under the

Witness Protection Act 1995

### Part 1 Preliminary

#### 1 Name of Regulation

This Regulation is the *Witness Protection Regulation 2006*.

#### 2 Commencement

This Regulation commences on 1 September 2006.

**Note.** This Regulation replaces the *Witness Protection Regulation 2001* which is repealed on 1 September 2006 under section 10 (2) of the *Subordinate Legislation Act 1989*.

#### 3 Definitions

- (1) In this Regulation:  
*the Act* means the *Witness Protection Act 1995*.
- (2) In this Regulation, a reference to a Form is a reference to a Form set out in Schedule 1.
- (3) Notes in this Regulation (other than in a Form) do not form part of this Regulation.

Clause 4            Witness Protection Regulation 2006

Part 2             Prescription of forms

---

## **Part 2    Prescription of forms**

**4    Form permitting non-disclosure of former identity (participant under NSW witness protection program)**

For the purposes of section 24 (1) of the Act, the prescribed form is Form 1.

**5    Form permitting non-disclosure of former identity (participant under complementary witness protection law)**

For the purposes of section 24 (5) of the Act, the prescribed form is Form 2.

Witness Protection Regulation 2006

Clause 6

Savings

Part 3

---

## Part 3 Savings

### 6 Saving

Any act, matter or thing that had effect under the *Witness Protection Regulation 2001* immediately before the repeal of that Regulation is taken to have effect under this Regulation.

## Witness Protection Regulation 2006

## Schedule 1 Forms

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**Schedule 1 Forms****Form 1 Permission for non-disclosure of former identity  
(participant under NSW witness protection program)**

(Clause 4)

(Witness Protection Act 1995, section 24 (1))

On [date], [new identity of participant] (“the participant”) was provided with a new identity under the witness protection program operating in New South Wales.

The participant is required by or under [law that requires disclosure, including section number of Act if relevant] to disclose the participant’s former identity for the purpose of [purpose].

Pursuant to the *Witness Protection Act 1995*, I, [name, rank and position], the duly appointed delegate of the Commissioner of Police, give the participant permission not to disclose the participant’s former identity to any person as required by that law for that purpose.

Signed:

Date:

**Note.** Section 24 of the Act enables permission to be given to a participant who has been provided with a new identity not to disclose his or her former identity if the participant would otherwise be required by law to do so. In such a case, it is lawful for the participant in any proceedings or for any purpose in respect of the law concerned to claim that the participant’s new identity is his or her only identity.

This permission remains valid while the participant retains that new identity even though the participant’s participation in the witness protection program may have been terminated.

This document must be surrendered by the participant in accordance with any notice issued under section 21 (5) of the Act if the participant’s participation in the program is terminated and action is taken by the Commissioner of Police to restore the participant’s former identity.

**Form 2 Permission for non-disclosure of former identity  
(Participant under a complementary witness  
protection law)**

(Clause 5)

(Witness Protection Act 1995, section 24 (5))

On [date], [new identity of participant] (“the participant”) was provided with a new identity under the witness protection program operating under [complementary witness protection law].

The participant is required by or under [law that requires disclosure, including section number of Act if relevant] to disclose the participant’s former identity for the purpose of [purpose].

Witness Protection Regulation 2006

Forms

Schedule 1

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Pursuant to the *Witness Protection Act 1995, I*, [name, rank and position], the duly appointed delegate of the Commissioner of Police, give the participant permission not to disclose the participant's former identity to any person as required by that law for that purpose.

Signed:

Date:

**Note.** This permission remains valid while the participant retains his or her new identity even though the participant's participation in the witness protection program concerned may have been terminated.

This permission is subject to the complementary witness protection law referred to above.



New South Wales

# Workers Compensation Amendment (Information Disclosure) Regulation 2006

under the

Workplace Injury Management and Workers Compensation Act  
1998

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Workplace Injury Management and Workers Compensation Act 1998*.

JOHN DELLA BOSCA, M.L.C.,  
Minister for Commerce

## Explanatory note

The object of this Regulation is to permit the WorkCover Authority to provide workers compensation related information to the Health Care Complaints Commission or a health practitioner registration authority if the information concerns a health practitioner or any person to whom a health service has been provided by a health practitioner and the disclosure is for the purposes of or in connection with a complaint by the WorkCover Authority about the health practitioner.

This Regulation is made under the *Workplace Injury Management and Workers Compensation Act 1998*, including sections 243 and 248 (the general regulation-making power).



Clause 1            Workers Compensation Amendment (Information Disclosure) Regulation  
                         2006

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## **Workers Compensation Amendment (Information Disclosure) Regulation 2006**

under the

Workplace Injury Management and Workers Compensation Act 1998

### **1 Name of Regulation**

This Regulation is the *Workers Compensation Amendment (Information Disclosure) Regulation 2006*.

### **2 Amendment of Workers Compensation Regulation 2003**

The *Workers Compensation Regulation 2003* is amended as set out in Schedule 1.

Workers Compensation Amendment (Information Disclosure) Regulation  
2006

Amendment

Schedule 1

---

## Schedule 1 Amendment

(Clause 2)

### Clause 195A

Insert before clause 196:

**195A Disclosure of information for complaint about health practitioners  
(s 243 (2) (d) of the 1998 Act)**

- (1) The Authority may disclose any information obtained in connection with the administration or execution of the workers compensation legislation concerning a health practitioner or any person to whom a health service has been provided by a health practitioner if the disclosure is made to the Commission or to the registration authority under a relevant health registration Act.
- (2) Disclosure under this clause is allowed only for the purpose of:
  - (a) the making of a complaint by the Authority about the health practitioner under the relevant health registration Act or the *Health Care Complaints Act 1993*, or
  - (b) assisting with any subsequent investigation, hearing or other action under the relevant health registration Act or the *Health Care Complaints Act 1993* in connection with the complaint.

- (3) In this clause:

*Authority* includes the Nominal Insurer.

*Commission, health practitioner, health registration Act, health service* and *registration authority* have the same meanings as in the *Health Care Complaints Act 1993*.

*relevant health registration Act* means the health registration Act under which the health practitioner concerned is or was registered.

*the workers compensation legislation* means the 1998 Act, the 1987 Act and the former 1926 Act.



New South Wales

# Workers Compensation Amendment (Latest Index Number) Regulation 2006

under the

Workers Compensation Act 1987

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Workers Compensation Act 1987*.

JOHN DELLA BOSCA, M.L.C.,  
Minister for Commerce

## Explanatory note

The object of this Regulation is to update an index number that is used for the purposes of the indexation of benefits under the *Workers Compensation Act 1987*.

This Regulation is made under the *Workers Compensation Act 1987*, including sections 79 (which defines, among other things, *latest index number*) and 280 (the general regulation-making power).

Clause 1            Workers Compensation Amendment (Latest Index Number) Regulation  
                         2006

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## **Workers Compensation Amendment (Latest Index Number) Regulation 2006**

under the

Workers Compensation Act 1987

### **1 Name of Regulation**

This Regulation is the *Workers Compensation Amendment (Latest Index Number) Regulation 2006*.

### **2 Amendment of Workers Compensation Regulation 2003**

The *Workers Compensation Regulation 2003* is amended by inserting the following at the end of the Table to clause 13:

1 October 2006

197.1

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## Orders

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New South Wales

# Public Sector Employment and Management (State Property Authority) Order 2006

under the

Public Sector Employment and Management Act 2002

MARIE BASHIR, Governor

I, Professor Marie Bashir AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of Chapter 4 of the *Public Sector Employment and Management Act 2002*, make the following Order.

Dated, this 30th day of August 2006.

By Her Excellency's Command,

MORRIS IEMMA, M.P.,  
Premier

Clause 1            Public Sector Employment and Management (State Property Authority)  
                         Order 2006

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## **Public Sector Employment and Management (State Property Authority) Order 2006**

under the

Public Sector Employment and Management Act 2002

### **1 Name of Order**

This Order is the *Public Sector Employment and Management (State Property Authority) Order 2006*.

### **2 Commencement**

This Order commences on 1 September 2006.

### **3 Establishment of Office of the State Property Authority**

The Office of the State Property Authority is established as a Department of the Public Service responsible to the Minister for Finance.

### **4 Transfer of staff**

- (1) The following are removed from the Department of Commerce and added to the Office of the State Property Authority:
  - (a) the Corporate Real Estate Division in the State Property Group,
  - (b) the groups of staff in the State Property Group who, in the opinion of the Director-General of the Premier's Department, are principally involved in acquisitions and divestments,
  - (c) the group of staff in the Ministerial Projects Division of the State Property Group who, in the opinion of the Director-General of the Premier's Department, are principally involved in strategic development.
- (2) The Property Group in the Ministry for Police is removed from that Department and added to the Office of the State Property Authority.

### **5 Amendment of Public Sector Employment and Management Act 2002 No 43**

The *Public Sector Employment and Management Act 2002* is amended as set out in Schedule 1.

Public Sector Employment and Management (State Property Authority)  
Order 2006

Amendment of Public Sector Employment and Management Act 2002

Schedule 1

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**Schedule 1      Amendment of Public Sector  
Employment and Management Act 2002**

(Clause 5)

**Schedule 1 Divisions of the Government Service**

Insert in alphabetical order of Divisions in Part 1:

Office of the State Property Authority

Chief Executive Officer of the  
Authority



New South Wales

# Standard Instrument (Local Environmental Plans) Amendment Order 2006

under the

Environmental Planning and Assessment Act 1979

MARIE BASHIR, Governor

I, Professor Marie Bashir AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of section 33A of the *Environmental Planning and Assessment Act 1979*, make the following Order.

Dated, this 30th day of August 2006.

By Her Excellency's Command,

FRANK SARTOR, M.P.,  
Minister for Planning

## Explanatory note

The object of this Order is to amend the standard instrument prescribed for principal local environmental plans as follows:

- (a) to provide additional provisions for the purposes of the application of floor space ratios to development sites, particularly sites consisting of 2 or more lots or including community land or public places,
- (b) to substitute the provision permitting the owner-initiated acquisition of land reserved for public purposes with a provision identifying the authority of the State that is to be the relevant acquiring authority under the owner-initiated provisions of the *Land Acquisition (Just Terms Compensation) Act 1991*, as a result of amendments to the *Environmental Planning and Assessment Act 1979*,
- (c) to continue, in connection with that substitution, the provision for the concurrence of the Roads and Traffic Authority to be obtained to development on land reserved for the purposes of a classified road,



Standard Instrument (Local Environmental Plans) Amendment Order 2006

Explanatory note

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(d) to make other minor amendments, statute law revision amendments and consequential amendments.

This Order is made under section 33A of the *Environmental Planning and Assessment Act 1979*.

Standard Instrument (Local Environmental Plans) Amendment Order 2006    Clause 1

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## **Standard Instrument (Local Environmental Plans) Amendment Order 2006**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of Order**

This Order is the *Standard Instrument (Local Environmental Plans) Amendment Order 2006*.

### **2 Amendment of Standard Instrument (Local Environmental Plans) Order 2006**

The standard instrument prescribed by *Standard Instrument (Local Environmental Plans) Order 2006* is amended as set out in Schedule 1.

Standard Instrument (Local Environmental Plans) Amendment Order 2006

Schedule 1 Amendments

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## Schedule 1 Amendments

(Clause 2)

**[1] Clause 7 Maps [compulsory]**

Insert “or aspect” after “part” in clause 7 (2).

**[2] Land Use Table at the end of Part 2**

Omit “activities” from item 3 of the matter relating to Zone RU1 Primary Production.

Insert instead “industries”.

**[3] Land Use Table**

Transfer “Places of public worship” in item 3 of the matter relating to Zone R4 High Density Residential to its correct position in alphabetical order in that item.

**[4] Land Use Table**

Omit “Standard industries;” from item 3 of the matter relating to Zone IN1 General Industrial.

**[5] Land Use Table**

Omit “orientated” from item 1 of the matter relating to Zone SP3 Tourist.

Insert instead “oriented”.

**[6] Land Use Table**

Omit “Moorings” wherever occurring in the directions in the matter relating to Zone W2 Recreational Waterways and Zone W3 Working Waterways.

**[7] Clause 23**

Insert after clause 22:

**23 Calculation of floor space ratio and site area [optional]**

**(1) Objectives**

The objectives of this clause are as follows:

- (a) to define *floor space ratio*,

Standard Instrument (Local Environmental Plans) Amendment Order 2006

Amendments

Schedule 1

- 
- (b) to set out rules for the calculation of the site area of development for the purpose of applying permitted floor space ratios, including rules to:
- (i) prevent the inclusion in the site area of an area that has no significant development being carried out on it, and
  - (ii) prevent the inclusion in the site area of an area that has already been included as part of a site area to maximise floor space area in another building, and
  - (iii) require community land and public places to be dealt with separately.

(2) **Definition of “floor space ratio”**

The *floor space ratio* of buildings on a site is the ratio of the total floor space area of all buildings within the site to the site area.

(3) **Site area**

In determining the site area of proposed development for the purpose of applying a floor space ratio, the *site area* is taken to be:

- (a) if the proposed development is to be carried out on only one lot, the area of that lot, or
- (b) if the proposed development is to be carried out on 2 or more lots, the area of any lot on which the development is proposed to be carried out that has at least one common boundary with another lot on which the development is being carried out.

In addition, subclauses (4)–(7) apply to the calculation of site area for the purposes of applying a floor space ratio to proposed development.

(4) **Exclusions from site area**

The following land must be excluded from the site area:

- (a) land on which the proposed development is prohibited, whether under this Plan or any other law,
- (b) community land or a public place (except as provided by subclause (7)).

(5) **Strata subdivisions**

The area of a lot that is wholly or partly on top of another or others in a strata subdivision is to be included in the calculation of the site area only to the extent that it does not overlap with another lot already included in the site area calculation.

## Standard Instrument (Local Environmental Plans) Amendment Order 2006

Schedule 1 Amendments

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**(6) Only significant development to be included**

The site area for proposed development must not include a lot additional to a lot or lots on which the development is being carried out unless the proposed development includes significant development on that additional lot.

**(7) Certain public land to be separately considered**

For the purpose of applying a floor space ratio to any proposed development on, above or below community land or a public place, the site area must only include an area that is on, above or below that community land or public place, and is occupied or physically affected by the proposed development, and may not include any other area on which the proposed development is to be carried out.

**(8) Existing buildings**

The gross floor area of any existing or proposed buildings within the vertical projection (above or below ground) of the boundaries of a site is to be included in the calculation of the total floor space for the purposes of applying a floor space ratio, whether or not the proposed development relates to all of the buildings.

**(9) Covenants to prevent "double dipping"**

When consent is granted to development on a site comprised of 2 or more lots, a condition of the consent may require a covenant to be registered that prevents the creation of floor area on a lot (the restricted lot) if the consent authority is satisfied that an equivalent quantity of floor area will be created on another lot only because the site included the restricted lot.

**(10) Covenants affect consolidated sites**

If:

- (a) a covenant of the kind referred to in subclause (9) applies to any land (*affected land*), and
- (b) proposed development relates to the affected land and other land that together comprise the site of the proposed development,

the maximum amount of floor area allowed on the other land by the floor space ratio fixed for the site by this Plan is reduced by the quantity of floor space area the covenant prevents being created on the affected land.

Standard Instrument (Local Environmental Plans) Amendment Order 2006

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(11) **Definition**

In this clause, *public place* has the same meaning as it has in the *Local Government Act 1993*.

[8] **Clause 23**

Re-number as clause 24.

[9] **Clauses 25 and 26**

Omit existing clause 24. Insert instead:

**25 Land acquisition within certain zones [compulsory]**

- (1) The objective of this clause is to identify, for the purposes of section 27 of the Act, the authority of the State that will be the relevant authority to acquire land reserved for certain public purposes if the land is required to be acquired under Division 3 of Part 2 of the *Land Acquisition (Just Terms Compensation) Act 1991* (*the owner-initiated acquisition provisions*).

**Note.** If the landholder will suffer hardship if there is any delay in the land being acquired by the relevant authority, section 23 of the *Land Acquisition (Just Terms Compensation) Act 1991* requires the authority to acquire the land.

- (2) The authority of the State that will be the relevant authority to acquire land, if the land is required to be acquired under the owner-initiated acquisition provisions, is the authority of the State specified below in relation to the land shown on the Land Reservation Acquisition Map (or, if an authority of the State is not specified in relation to land required to be so acquired, the authority designated or determined under those provisions).

<b>Type of land shown on Map</b>	<b>Authority of the State</b>
Zone RE1 Public Recreation and marked "Local open space"	Council
Zone RE1 Public Recreation and marked "Regional open space"	The corporation constituted under section 8 of the Act
Zone SP2 Infrastructure and marked "Classified road"	Roads and Traffic Authority

**Direction.** Land is required to be shown on the Land Reservation Acquisition Map if it is expressly set apart by the Plan exclusively for a public purpose referred to in section 26 (1) (c) of the Act. However, any such land that is held by an authority of the State, or by a public company or a subsidiary of a public company (within the meaning of the *Corporations Act 2001* of the Commonwealth) is not required to be shown on that Map. An authority of the State is to be listed for all land

## Standard Instrument (Local Environmental Plans) Amendment Order 2006

## Schedule 1 Amendments

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shown on the Land Reservation Acquisition Map, but the land is not to be so reserved and the authority listed unless the authority consents to its being listed.

- (3) Development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

**26 Development on proposed classified road [compulsory]**

- (1) Consent for development on land reserved for the purposes of a classified road may, before the land becomes a classified road, be granted only if:
- (a) the development is carried out with the concurrence of the Roads and Traffic Authority (*the RTA*), and
  - (b) the development is of a kind, or is compatible with development of a kind, that may be carried out on land in an adjoining zone.
- (2) In deciding whether to grant concurrence to proposed development under this clause, the RTA must take the following matters into consideration:
- (a) the need to carry out development on the land for the purposes of a classified road or a proposed classified road,
  - (b) the imminence of acquisition of the land by the RTA,
  - (c) the likely additional cost to the RTA resulting from the carrying out of the proposed development.

**[10] Clauses 27–38**

Renumber existing clauses 25–36 as clauses 27–38.

**[11] Renumbered clause 27 Classification and reclassification of public land [compulsory]**

Insert “,” after “public reserve” where firstly occurring in renumbered clause 27 (5).

**[12] Renumbered clause 34 Preservation of trees or vegetation [optional]**

Omit “a routine agricultural management activity within the meaning of that Act carried out on land to which that Act applies” from renumbered clause 34 (8) (a).

Insert instead “otherwise permitted under Division 2 or 3 of Part 3 of that Act”.

Standard Instrument (Local Environmental Plans) Amendment Order 2006

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Schedule 1

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**[13] Renumbered clause 34 (8) (b)**

Insert after renumbered clause 34 (8) (a):

- (b) the clearing of vegetation on State protected land (within the meaning of clause 4 of Schedule 3 to the *Native Vegetation Act 2003*) that is authorised by a development consent under the provisions of the *Native Vegetation Conservation Act 1997* as continued in force by that clause, or

**[14] Renumbered clause 34 (8)**

Renumber existing subclause (8) (b)–(d) as subclause (8) (c)–(e).

**[15] Renumbered clause 35 Heritage conservation [compulsory]**

Omit renumbered clause 35 (4). Insert instead:

**(4) Heritage impact assessment**

The consent authority may, before granting consent to any development on land:

- (a) on which a heritage item is situated, or
- (b) within a heritage conservation area, or
- (c) within the vicinity of land referred to in paragraph (a) or (b),

require a heritage impact statement to be prepared that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned.

**[16] Renumbered clause 37 Development for group homes [compulsory]**

Omit renumbered clause 37 (2).

Insert instead:

- (2) If development for the purpose of a dwelling house or a dwelling in a residential flat building may lawfully be carried out in accordance with this Plan, development for the purposes of a group home may, subject to this clause, be carried out.

**[17] Renumbered clause 37 (3)–(5) and (7)**

Omit “erect or use” wherever occurring.

Insert instead “carry out development for the purposes of”.



## Standard Instrument (Local Environmental Plans) Amendment Order 2006

## Schedule 1 Amendments

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- [18] **Renumbered clause 38 Crown development and public utilities [compulsory]**  
Omit “, School Forest Trust” from renumbered clause 38 (10).
- [19] **Renumbered clause 38 (10)**  
Omit “reading”. Insert instead “the construction of roads”.
- [20] **Dictionary**  
Omit “published by the Director-General” from the definition of *Acid Sulfate Soils Guidelines*.  
Insert instead “approved for the purposes of this definition by the Director-General and made publicly available”.
- [21] **Dictionary, definition of “floor space ratio”**  
Omit the definition. Insert instead:  
*floor space ratio*—see clause 23.
- [22] **Dictionary, definition of “liquid fuel depot”**  
Transfer the definition to its correct position in alphabetical order in the Dictionary.
- [23] **Dictionary, definitions of “local heritage significance” and “maintenance”**  
Omit “historical” wherever occurring.
- [24] **Dictionary, definitions of “non-potable water” and “potable water”**  
Omit “health and aesthetic values set out in the Australian Drinking Water Guidelines issued”.  
Insert instead “standards or values for drinking water recommended”.
- [25] **Dictionary, definition of “public hall”**  
Omit the definition.
- [26] **Dictionary, definition of “retail premises”**  
Insert “(” before “or whether also”.
- [27] **Dictionary, definition of “sensitive coastal location”**  
Omit “, an estuary or a coastal lake” from paragraph (a).  
Insert insert “or an estuary”.

Standard Instrument (Local Environmental Plans) Amendment Order 2006

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**[28] Dictionary, definition of “sensitive coastal location”**

Insert after paragraph (a):

(b) a coastal lake,

**[29] Dictionary, definition of “sensitive coastal location”**

Re-number existing paragraphs (b)–(g) as paragraphs (c)–(h).

**[30] Dictionary, definition of “site area”**

Omit the definition. Insert instead:

*site area* means the area of any land on which development is or is to be carried out. The land may include the whole or part of one lot, or more than one lot if they are contiguous to each other.

**Note.** The effect of this definition is varied by clause 23 for the purpose of the determination of permitted floor space area for proposed development.

**[31] Dictionary, definition of “standard industry”**

Omit the definition.

**OFFICIAL NOTICES****Appointments****LEGAL AID COMMISSION ACT 1979**

Chief Executive Service  
Appointment under Section 16(2)

PURSUANT to the provisions of the Legal Aid Commission Act 1979, I have approved that William GRANT be appointed to the position of Chief Executive Officer, Office of the Legal Aid Commission, commencing on and from 1 September 2006.

The Hon. BOB DEBUS, M.P.,  
Attorney General,  
Minister for the Environment  
and Minister for the Arts

**STATE SPORTS CENTRE TRUST ACT 1984**

Appointment of Trustee

HER Excellency the Governor, with the advice of the Executive Council, pursuant to section 5(1) of the State Sports Centre Trust Act 1984, has appointed Mr Nicholas HUBBLE to the State Sports Centre Trust for a term commencing on 1 August 2006 and terminating on 7 March 2009.

SANDRA NORI, M.P.,  
Minister for Tourism and Sport and Recreation,  
Minister for Women and  
Minister Assisting the Minister for State Development

**NOXIOUS WEEDS ACT 1993**

Appointment of Members to  
Noxious Weeds Advisory Committee

I, IAN MACDONALD, M.L.C., Minister for Primary Industries, pursuant to section 58 of the Noxious Weeds Act 1993, appoint the following persons to the Noxious Weeds Advisory Committee for a term commencing on the date hereof and expiring on 30 June 2008:

Reg KIDD, Chairperson.

Maria WOODS, representing Shires Association of NSW.

Peter SOUTHWELL, representing Rural Lands Protection Board State Council.

Mal MORGAN, representing Nursery and Garden Industry of ACT and NSW.

Graeme EGGLESTON, representing NSW Department of Primary Industries.

Dated this 31st day of July 2006.

IAN MACDONALD, M.L.C.,  
Minister for Primary Industries

# Department of Lands

**ARMIDALE OFFICE**  
**108 Faulkner Street, Armidale NSW 2350**  
**Phone: (02) 6772 5488 Fax (02) 6771 5348**

## ROADS ACT 1993

### ORDER

Transfer of a Crown road to a Council

IN pursuance of the provisions of Section 151, Roads Act 1993, the Crown roads specified in each schedule 1 are transferred to the Roads Authority specified in the corresponding schedule 2 hereunder, as from the date of publication of this notice and as from that date, the roads specified in each schedule 1, cease to be Crown roads.

TONY KELLY, M.L.C.,  
 Minister for Lands

### SCHEDULE 1

*Parish – Scott; County – Gough*  
*Land District – Glen Innes; LGA – Glen Innes Severn*

The Crown road known as the extension of Bushy Park Road, shown by black colour on the diagram hereunder.



### SCHEDULE 2

Roads Authority: Glen Innes Severn Council  
 File No.: AE 06 H 175  
 Councils Reference: M Donnelly

**FAR WEST REGIONAL OFFICE**  
**45 Wingewarra Street (PO Box 1840), Dubbo NSW 2830**  
**Phone: (02) 6883 3000 Fax: (02) 6883 3099**

**ESTABLISHMENT OF RESERVE TRUST**

PURSUANT to section 92 (1) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedule hereunder is established under the name stated in that Column and is appointed as trustee of the reserve specified opposite thereto in Column 2 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

SCHEDULE

<i>COLUMN 1</i>	<i>COLUMN 2</i>
Lightning Ridge Duck Park Reserve Trust	Reserve No. 93337 Public Purpose: Public Recreation Notified: 15 August 1980 File Ref.: WL05 R 26/1

**APPOINTMENT OF CORPORATION TO  
MANAGE RESERVE TRUST**

PURSUANT to section 95 of the Crown Lands Act 1989, the corporation specified in Column 1 of the Schedule hereunder is appointed to manage the affairs of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

SCHEDULE

<i>COLUMN 1</i>	<i>COLUMN 2</i>	<i>COLUMN 3</i>
Walgett Shire Council	Lightning Ridge Duck Park Reserve Trust	Reserve No. 93337 Public Purpose: Public Recreation Notified: 15 August 1980 File Ref.: WL05 R 26/1

**GOULBURN OFFICE**

**159 Auburn Street (PO Box 748), Goulburn NSW 2580**  
**Phone: (02) 4828 6725 Fax: (02) 4828 6730**

**ERRATUM**

IN the notification appearing in the New South Wales *Government Gazette* of 18 August 2006, Folio 6329, under the heading "RESERVATION OF CROWN LAND", delete the words "Access and public requirements, rural services, tourism purposes and environment and heritage conservation" and insert the words "Access and public requirements, rural services, tourism purposes and environmental and heritage conservation" in lieu thereof.

TONY KELLY, M.L.C.,  
Minister for Lands

**ESTABLISHMENT OF RESERVE TRUST**

PURSUANT to section 92 (1) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedule hereunder is established under the name stated in that Column and is appointed as trustee of the reserve specified opposite thereto in Column 2 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

SCHEDULE

<i>COLUMN 1</i>	<i>COLUMN 2</i>
Towrang Bush Fire Brigade Reserve Trust	Reserve No. 130022 Public Purpose: Bush Fire Brigade Purposes Notified: 31 December 1987 File Reference: GB87 R 10

**APPOINTMENT OF CORPORATION TO  
MANAGE RESERVE TRUST**

PURSUANT to section 95 of the Crown Lands Act 1989, the corporation specified in Column 1 of the Schedule hereunder is appointed to manage the affairs of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

SCHEDULE

<i>COLUMN 1</i>	<i>COLUMN 2</i>	<i>COLUMN 3</i>
Goulburn Mulwaree Council	Towrang Bush Fire Brigade Reserve Trust	Reserve No. 130022 Public Purpose: Bush Fire Brigade Purposes Notified: 31 December 1987 File Reference: GB87 R 10

**GRAFTON OFFICE**  
**76 Victoria Street (Locked Bag 10), Grafton NSW 2460**  
**Phone: (02) 6640 3400 Fax: (02) 6642 5375**

**APPOINTMENT OF ADMINISTRATOR TO  
MANAGE A RESERVE TRUST**

PURSUANT to section 117, Crown Lands Act 1989, the person specified in Column 1 of the Schedule hereunder is appointed as administrator for the term also specified in Column 1, of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

SCHEDULE

<i>COLUMN 1</i>	<i>COLUMN 2</i>	<i>COLUMN 3</i>
David Kerr McPHERSON	Camp Wollumbin Reserve Trust	Reserve No. 89580 Public Purpose: Boy Scouts Notified: 5 September 1975 Reserve No. 83495 Public Purpose: Public Recreation Notified: 6 October 1961 File Reference: GF93 R 42

For a term commencing  
24 September 2006 and  
expiring 23 March 2007.

**APPOINTMENT OF ADMINISTRATOR TO  
MANAGE A RESERVE TRUST**

PURSUANT to section 117, Crown Lands Act 1989, the person specified in Column 1 of the Schedule hereunder is appointed as administrator for the term also specified in Column 1, of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

SCHEDULE

<i>COLUMN 1</i>	<i>COLUMN 2</i>	<i>COLUMN 3</i>
Phillip Thomas FOGARTY	Lakes Road Reserve Trust	Reserve No. 69040 Public Purpose: Future Public Requirements Notified: 23 February 1940 Reserve No. 83057 Public Purpose: Future Public Requirements Notified: 24 February 1961 File Reference: GF04 R 20

For a term commencing  
11 September 2005 and  
expiring 10 March 2006.

**APPOINTMENT OF ADMINISTRATOR TO  
MANAGE A RESERVE TRUST**

PURSUANT to section 117, Crown Lands Act 1989, the person specified in Column 1 of the Schedule hereunder is appointed as administrator for the term also specified in Column 1, of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

SCHEDULE

<i>COLUMN 1</i>	<i>COLUMN 2</i>	<i>COLUMN 3</i>
Peter Edward BAUMANN	Tintenbar Recreation Reserve Trust	Reserve No. 54223 Public Purpose: Public Recreation Notified: 15 October 1920 File Reference: GF81 R 319

For a term commencing  
the date of this notice and  
expiring 2 September 2006.

**APPOINTMENT OF TRUST BOARD MEMBERS**

PURSUANT to section 93 of the Crown Lands Act 1989, the persons whose names are specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as members of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

SCHEDULE

<i>COLUMN 1</i>	<i>COLUMN 2</i>	<i>COLUMN 3</i>
Paul Thomas MULDOON (new member) Lionel William JOHNSTON (new member) Wayne John COWAN (new member) Gordon SCHEILER (new member)	Greenridge Recreation Reserve Trust	Reserve No. 25342 Public Purpose: Public Recreation Notified: 9 January 1897 File Reference: GF81 R 275

For a term commencing  
the date of this notice and  
expiring 31 August 2011.

SCHEDULE

<i>COLUMN 1</i>	<i>COLUMN 2</i>	<i>COLUMN 3</i>
Susan Lynette FISCHER (new member)	Alumy Creek Reserve Trust	Reserve No. 140020 Public Purpose: Public Recreation Museum Notified: 26 June 1987 File Reference: GF87 R 13

For a term commencing  
the date of this notice and  
expiring 15 August 2007.

**RESERVATION OF CROWN LAND**

PURSUANT to section 87 of the Crown Lands Act 1989, the Crown land specified in Column 1 of the Schedule hereunder is reserved as specified opposite thereto in Column 2 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

**SCHEDULE**

<i>COLUMN 1</i>	<i>COLUMN 2</i>
Land District: Murwillumbah and Lismore Local Government Area: Byron Parishes: Billinudgel, Brunswick, Byron and Newrybar County: Rous Locality: Byron Bay and surrounding areas, being the Crown land depicted on the plan of R1012196 held by the Grafton Office Department of Lands Area: About 4,825 hectares File No.: GF06 R 62 Note: Existing reservations under the Crown Lands Act are not revoked.	Reserve No. 1012196 for the public purpose of access and public requirements, rural services, tourism purposes and environmental and heritage conservation

**GRIFFITH OFFICE**  
**2nd Floor, Griffith City Plaza,**  
**120–130 Banna Avenue (PO Box 1030), Griffith NSW 2680**  
**Phone: (02) 6962 7522 Fax: (02) 6962 5670**

**APPOINTMENT OF ADMINISTRATOR TO  
MANAGE A RESERVE TRUST**

PURSUANT to section 117 of the Crown Lands Act 1989, the person specified in Column 1 of the Schedule hereunder is appointed as administrator for the term also specified in Column 1, of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserves referred to in Column 3 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

**SCHEDULE**

<i>COLUMN 1</i>	<i>COLUMN 2</i>	<i>COLUMN 3</i>
Lachlan Francis McLEOD	Corindi Beach Reserve Trust	Reserve No. 55008 Public Purpose: Public Recreation Notified: 9 December 1921 Reserve No. 87400 Public Purpose: Parking Notified: 26 September 1969 Reserve No. 87401 Public Purpose: Public Recreation Notified: 26 September 1969 File Reference: GF04 R 44/1

For a term commencing  
1 September 2006 and  
expiring 28 February 2007.



### MAITLAND OFFICE

Corner Newcastle Road and Banks Street (PO Box 6), East Maitland NSW 2323

Phone: (02) 4937 9300 Fax: (02) 4934 2252

#### DECLARATION OF LAND TO BE CROWN LAND

PURSUANT to section 138 of the Crown Lands Act 1989, the land described in the Schedule hereunder, is declared to be Crown land within the meaning of that Act.

TONY KELLY, M.L.C.,  
Minister for Lands

#### SCHEDULE

##### Description

*Land District – Gosford; Council – Lake Macquarie;  
Parish – Wallarah; County – Northumberland.*

1780m<sup>2</sup> being Lot 7039 in DP 1030924, 1228m<sup>2</sup> being Lot 7105 in DP 1095362, being land resumed by Public Works Department for Harbour Works, Gazette 17 March 1882. File Ref: MD03 R12

#### APPOINTMENT OF CORPORATION TO MANAGE RESERVE TRUST

PURSUANT to section 95 of the Crown Lands Act 1989, the corporation specified in Column 1 of the Schedule hereunder is appointed to manage the affairs of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

#### SCHEDULE

<i>COLUMN 1</i>	<i>COLUMN 2</i>	<i>COLUMN 3</i>
Lake Macquarie City Council	Peel Street (R89492) Reserve Trust	Reserve No. 89492 Public Purpose: Public Recreation Notified: 4 July 1975 File Reference: MD03 R 12

#### ESTABLISHMENT OF RESERVE TRUST

PURSUANT to section 92 (1) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedule hereunder is established under the name stated in that Column and is appointed as trustee of the reserve specified opposite thereto in Column 2 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

#### SCHEDULE

<i>COLUMN 1</i>	<i>COLUMN 2</i>
Peel Street (R89492) Reserve Trust	Reserve No. 89492 Public Purpose: Public Recreation Notified: 4 July 1975 File Reference: MD03 R 12

#### ADDITION TO RESERVED CROWN LAND

PURSUANT to section 88 of the Crown Lands Act 1989, the Crown land specified in Column 1 of the Schedule hereunder is added to the reserved land specified opposite thereto in Column 2 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

#### SCHEDULE

<i>COLUMN 1</i>	<i>COLUMN 2</i>
Land District: Gosford Local Government Area: Lake Macquarie City Council Locality: Swansea Lot 7105, DP 1095362, Parish Wallarah, County Northumberland Lot 7039, DP 1030924, Parish Wallarah, County Northumberland Area: 3000m <sup>2</sup> File Reference: MD03 R 12	Reserve No. 89492 Public Purpose: Public Recreation Notified: 4 July 1975 Lot 200, DP 755266, Parish Wallarah, County Northumberland Lot 202, DP 755266, Parish Wallarah, County Northumberland Lot 203, DP 755266, Parish Wallarah, County Northumberland Lot 205, DP 755266, Parish Wallarah, County Northumberland Lot 207, DP 755266, Parish Wallarah, County Northumberland Lot 210, DP 755266, Parish Wallarah, County Northumberland Lot 212, DP 755266, Parish Wallarah, County Northumberland Lot 215, DP 755266, Parish Wallarah, County Northumberland Lot 217, DP 755266, Parish Wallarah, County Northumberland Lot 218, DP 755266, Parish Wallarah, County Northumberland Lot 220, DP 755266, Parish Wallarah, County Northumberland Lot 221, DP 755266, Parish Wallarah, County Northumberland Lot 7040, DP 1030924, Parish Wallarah, County Northumberland Lot 222, DP 755266, Parish Wallarah, County Northumberland Lot 209, DP 755266, Parish Wallarah, County Northumberland



Lot 216, DP 755266,  
Parish Wallarah,  
County Northumberland  
Lot 208, DP 755266,  
Parish Wallarah,  
County Northumberland  
Lot 213, DP 755266,  
Parish Wallarah,  
County Northumberland  
Lot 201, DP 755266,  
Parish Wallarah,  
County Northumberland  
Lot 204, DP 755266,  
Parish Wallarah,  
County Northumberland  
Lot 206, DP 755266,  
Parish Wallarah,  
County Northumberland  
Lot 211, DP 755266,  
Parish Wallarah,  
County Northumberland  
Lot 214, DP 755266,  
Parish Wallarah,  
County Northumberland  
Lot 219, DP 755266,  
Parish Wallarah,  
County Northumberland  
New Area: 7400m<sup>2</sup>

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**NOWRA OFFICE**

**5 O’Keefe Avenue (PO Box 309), Nowra NSW 2541**

**Phone: (02) 4428 6900      Fax: (02) 4428 6988**

**NOTIFICATION OF CLOSING OF A ROAD**

IN pursuance of the provisions of the Roads Act, 1993, the road hereunder specified is closed and the road ceases to be public road and the rights of passage and access that previously existed in relation to the road are hereby extinguished.

TONY KELLY, M.L.C.,  
Minister for Lands

*Land District – Kiama; L.G.A. – Wollongong*

Lot 1, DP 1101297 at Thirroul in the Parish of Southend and County of Cumberland (being part of the road created within previous Plan, DP 835200). File Ref.: NA05 H 131.

Note: On closing, the land remains vested in Wollongong City Council as “Operational Land” (Ref: 28.15.01.004).

**NOTIFICATION OF CLOSING OF A ROAD**

IN pursuance of the provisions of the Roads Act, 1993, the road hereunder specified is closed and the road ceases to be public road and the rights of passage and access that previously existed in relation to the road are hereby extinguished.

TONY KELLY, M.L.C.,  
Minister for Lands

Description

*Land District – Kiama; L.G.A. – Wollongong*

Lot 103, DP 1101015 at Thirroul, Parish Southend, County of Cumberland. File Ref.: NA05 H 315.

Note: On closing, the land within Lot 103, DP 1101015 remains vested in Wollongong City Council as Operational Land (Council’s Ref: SU23722).

**ORANGE OFFICE**  
**92 Kite Street (PO Box 2146), Orange NSW 2800**  
**Phone: (02) 6391 4300 Fax: (02) 6362 3896**

**DRAFT ASSESSMENT OF LAND AT DURAMANA**

Under Part 3 of the Crown Lands Act 1989  
and Crown Lands Regulations 2000

A Draft Land Assessment has been prepared for Crown land situated 16km north of Duramana, being land described hereunder.

Inspection of this Draft Assessment can be made at the Orange Office of Crown Lands, Department of Lands, corner Kite and Anson Streets, Orange NSW 2800 (PO Box 2146) and Bathurst Regional Council during normal business hours.

Representations are invited from the public on the Draft Assessment. These may be made in writing for a period of 28 days commencing from Friday 1 September 2006, and should be addressed to Louise Harcombe, Orange, at the above address.

TONY KELLY, M.L.C.,  
Minister for Lands

**DESCRIPTION**

*Parish – Macquarie; County – Roxburgh  
Land District – Bathurst  
Shire – Bathurst Regional Council*

Reserve 62511 for Water Supply and Camping, fronting the Macquarie River, 32km north of Bathurst, located on the Bridle Track Road. The parcel of Crown land is approximately 19.42 hectares, 16 kilometres north of Duramana. The crown land is currently occupied, by way of authorisation, for grazing and pipeline.

Reason for assessment: The current occupier has made enquiries to purchase the area under occupation. There is no obligation by the Crown to sell the parcel of land.

Contact Officer: Louise Harcombe, phone number (02) 6391 4310. Reference: OE94 R 2

**TAMWORTH OFFICE**  
**25-27 Fitzroy Street (PO Box 535), Tamworth NSW 2340**  
**Phone: (02) 6764 5100 Fax: (02) 6766 3805**

**APPOINTMENT OF TRUST BOARD MEMBER**

PURSUANT to section 93 of the Crown Lands Act 1989, the person whose name is specified in Column 1 of the Schedule hereunder is appointed, for the terms of office specified in that Column, as members of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

**SCHEDULE**

<i>COLUMN 1</i>	<i>COLUMN 2</i>	<i>COLUMN 3</i>
The person for the time being holding the office of Councillor, Tamworth Regional Council (ex-officio member)	Woodsreef Reserve Trust	Reserve No. 200001 Public Purpose: Environmental Protection Notified: 25 July 1986 Reserve No. 65783 Public Purpose: Public Recreation Notified: 24 January 1936 File Reference: TH06 R 1/1

For a term commencing the date of this notice and expiring 8 June 2011

**TAREE OFFICE**  
**102-112 Victoria Street (PO Box 440), Taree NSW 2430**  
**Phone: (02) 6552 2788 Fax: (02) 6552 2816**

**APPOINTMENT OF TRUST BOARD MEMBERS**

PURSUANT to section 93 of the Crown Lands Act 1989, the persons whose names are specified in Column 1 of the Schedule hereunder are appointed for the terms of office specified in that Column as members of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedule.

TONY KELLY, M.L.C.,  
 Minister for Lands

SCHEDULE

<i>COLUMN 1</i>	<i>COLUMN 2</i>	<i>COLUMN 3</i>
Ken RAISON	Lansdowne	Reserve No: 96614
Neville Thomas	Public Hall	Public Purpose: Public Hall
HARDES	Reserve Trust	Notified: 25 February 1983
Ian DOUTHIE		File: TE80 R 59
Natalie Gai		
DRURY		
Debbie MAYERS		
Ronald SAWYER		
Ross Vincent		
WILLIAMS		
For a term commencing from the date of this notice and expiring 31 August 2011		

**APPOINTMENT OF TRUST BOARD MEMBERS**

PURSUANT to section 93 of the Crown Lands Act 1989, the persons whose names are specified in Column 1 of the Schedule hereunder are appointed for the terms of office specified in that Column as members of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedule.

TONY KELLY, M.L.C.,  
 Minister for Lands

SCHEDULE

<i>COLUMN 1</i>	<i>COLUMN 2</i>	<i>COLUMN 3</i>
Cleone Tracey	Moorland	Reserve No: 84341
POTTS	Recreation	Public Purpose: Public
Linda May	Reserve Trust	Recreation
McMAHON		Notified: 22 March 1963
		File: TE80 R 196
For a term commencing from the date of this notice and expiring 18 July 2009		

# Department of Natural Resources

## WATER MANAGEMENT ACT 2000

Order under section 323

### TEMPORARY WATER RESTRICTION ORDER

Botany Sands Aquifer Water Source

PURSUANT to section 323 of the Water Management Act 2000, I, Richard Sheldrake, Director General of the Department of Natural Resources, on being satisfied that it is necessary in the public interest to do so because of a threat to public health, do, by this Order direct that the taking of water from Zones 1, 2, 3 and 4 of the Botany Sands Aquifer Water Source as shown in Schedule 1 is restricted as set out in Schedule 2.

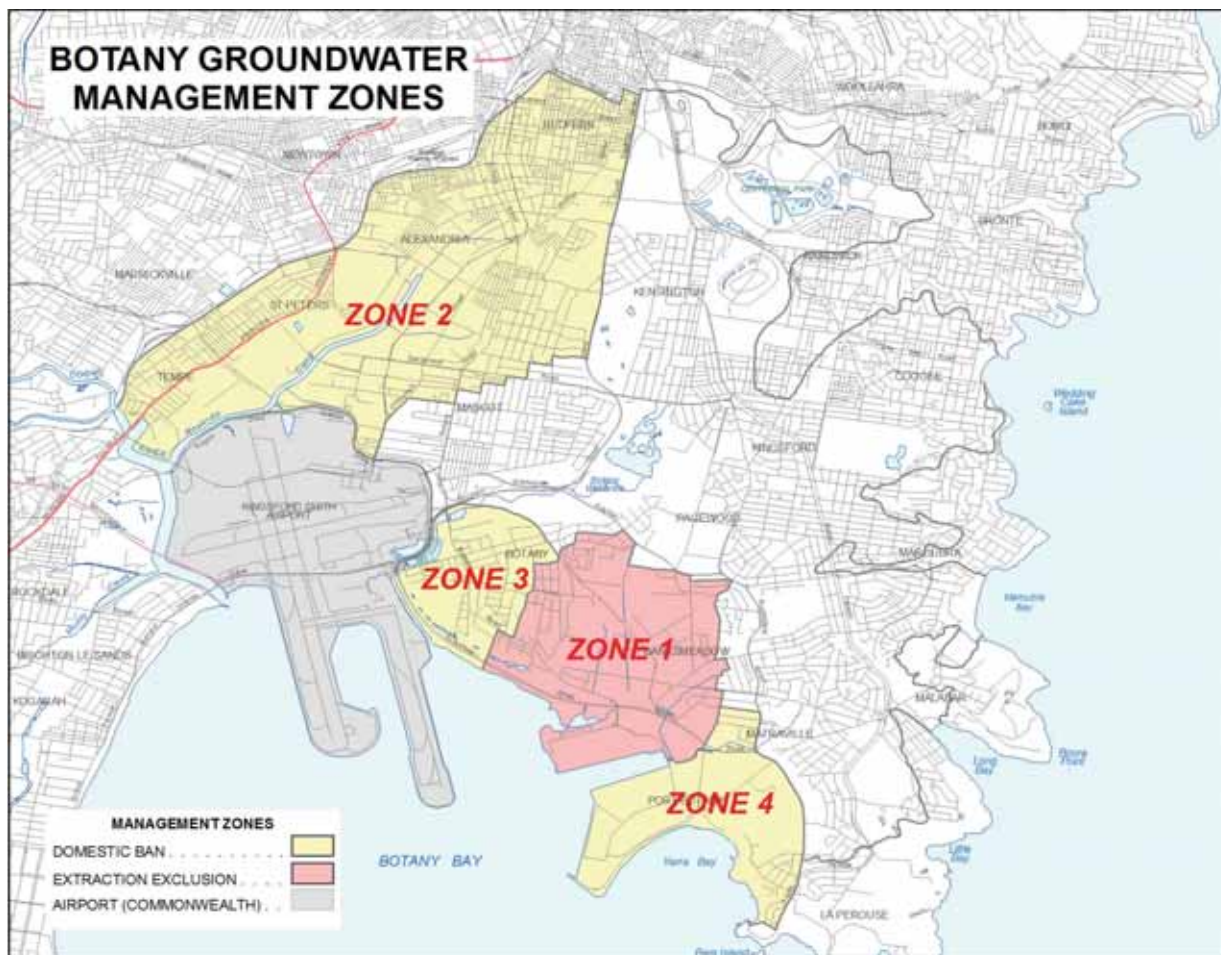
This Order takes effect on the date of first broadcasting and will continue until it is repealed by a further Order.

Dated at Sydney this 24th day of August 2006.

RICHARD SHELDRAKE,  
Director General, Department of Natural Resources,  
Delegate of the Minister for Natural Resources

#### SCHEDULE 1

Botany Sands Aquifer Water Source



#### SCHEDULE 2

Restrictions on the taking of water

In each of the Zones shown in Schedule 1 the taking of water is prohibited except where:

1. The water was taken for industrial purposes or for the irrigation of land used for recreational or commercial purposes and the person taking the water is complying with a monitoring regime approved, from time to time, by the Director General of the Department of Natural Resources for the purpose of identifying further risks to public health arising from contamination of the groundwater.
2. The water was taken for monitoring or testing purposes.

For the purposes of this Order land used for recreational or commercial purposes includes but is not limited to parks, ovals, sporting grounds, golf courses, schools, universities, caravan parks, hospital grounds and shopping precincts.

**WATER ACT 1912**

AN application for a licence under section 10 of Part 2 of the Water Act 1912, has been received as follows:

HARDIE AYREFIELD PTY LIMITED for a pump on the Black Creek on Lot 1//745450, Parish of Rothbury, County of Northumberland, for irrigation of 78.0 hectares (improved pasture) (permanent water transfer from licence 20SL044090 and 20SL060016 – in lieu of previous notice) (Reference: 20SL061682).

Any inquiries regarding the above should be directed to Bruce Westbrook (02) 4904 2578.

Written objections specifying grounds thereof must be lodged with the Department within 28 days of the date of this publication as prescribed by the Act. Please forward written objections to Department of Natural Resources, PO Box 2213, Dangar NSW 2309.

HEMANTHA DE SILVA,  
Team Leader,  
Water Access,  
Hunter Region

Department of Natural Resources,  
PO Box 2213, Dangar NSW 2309.

**WATER ACT 1912**

THE Local Land Board for the Land District of Blayney will, at 10.00 am on Wednesday 13 September 2006, at the Council Chambers Evans Shire Building, 7 Lee Street, Kelso, publicly inquire as to the desirability of granting an application for a licence under Part 2 of the Water Act 1912 by Cadia Holdings Pty Ltd, for two existing pumps on the Belubula River on Lot 141, DP 1082789, Parish of Blake, County of Bathurst, for water supply for mining purposes.

Any person who thinks their interests may be affected by the granting of this application may present their case at this hearing. (Our reference: 70SL091044).

VIV RUSSELL,  
Licensing Branch – Lachlan

Department of Natural Resources  
PO Box 136, Forbes NSW 2871  
tel: (02) 6850 2801

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## Department of Planning

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New South Wales

### **State Environmental Planning Policy (Major Projects) 2005 (Amendment No 8)**

under the

Environmental Planning and Assessment Act 1979

Her Excellency the Governor, with the advice of the Executive Council, has made the following State environmental planning policy under the *Environmental Planning and Assessment Act 1979* in accordance with the recommendation made by the Minister for Planning. (S06/00497)

FRANK SARTOR, M.P.,  
Minister for Planning

Clause 1 State Environmental Planning Policy (Major Projects) 2005 (Amendment No 8)

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## State Environmental Planning Policy (Major Projects) 2005 (Amendment No 8)

under the

Environmental Planning and Assessment Act 1979

### 1 Name of Policy

This Policy is *State Environmental Planning Policy (Major Projects) 2005 (Amendment No 8)*.

### 2 Aim of Policy

This Policy aims to amend *State Environmental Planning Policy (Major Projects) 2005 (the Principal Policy)* to excise certain land from a site on the Rhodes Peninsula so that certain development on that land will no longer constitute a project to which Part 3A of the *Environmental Planning and Assessment Act 1979* applies.

### 3 Land to which Policy applies

This Policy applies to the land shown edged heavy black on the map marked “Map 7—Schedule 2—Rhodes Peninsula” in Schedule 2 to the Principal Policy.

### 4 Amendment of State Environmental Planning Policy (Major Projects) 2005

*State Environmental Planning Policy (Major Projects) 2005* is amended as set in Schedule 1.









New South Wales

## **Bankstown Local Environmental Plan 2001 (Amendment No 21)**

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (P04/00032/S69)

FRANK SARTOR, M.P.,  
Minister for Planning

Clause 1 Bankstown Local Environmental Plan 2001 (Amendment No 21)

---

## **Bankstown Local Environmental Plan 2001 (Amendment No 21)**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of plan**

This plan is *Bankstown Local Environmental Plan 2001 (Amendment No 21)*.

### **2 Aims of plan**

- (1) This plan aims to rezone the land to which this plan applies from partly Zone 2 (a)—Residential A and partly Zone 5—Special Uses—Baby Health Centre to Zone 3 (b)—Business—Other Centres under *Bankstown Local Environmental Plan 2001* to reflect the existing and proposed use of the land by the Revesby Workers' Club. The Baby Health Centre, situated on part of the land, is no longer required for that purpose.
- (2) This plan also aims, in respect of the land to which this plan applies:
  - (a) to set the floor space ratio for any building to be erected on the land at 2:1, and
  - (b) to set the height limit for any building to be erected on the land and to provide certainty in relation to height controls on that land.

### **3 Land to which plan applies**

This plan applies to the following land situated in the City of Bankstown, being:

- (a) Lot 10, DP 1059344, known as 20 Blamey Street, Revesby,
- (b) Lot 10, DP 839724, known as 30 Blamey Street, Revesby,
- (c) Lot 1, DP 380310, known as 2A Brett Street, Revesby,
- (d) Lot 2, DP 552227, known as 10 Tarro Avenue, Revesby,

as shown distinctively coloured, edged heavy black and lettered "3 (b)" on Sheet 1 of the map marked "Bankstown Local Environmental Plan 2001 (Amendment No 21)" deposited in the office of Bankstown City Council.

Bankstown Local Environmental Plan 2001 (Amendment No 21)

Clause 4

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**4 Amendment of Bankstown Local Environmental Plan 2001**

*Bankstown Local Environmental Plan 2001* is amended as set out in Schedule 1.

Bankstown Local Environmental Plan 2001 (Amendment No 21)

Schedule 1 Amendments

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## Schedule 1 Amendments

(Clause 4)

### [1] Clause 36A Special requirements for particular sites

Insert at the end of the clause:

- (2) *State Environmental Planning Policy No 1—Development Standards* does not apply to any aspect of development referred to in Schedule 9 if that Schedule so provides in relation to that aspect.

### [2] Schedule 1 Dictionary

Insert in appropriate order in the definition of *Floor Space Ratio Map*:

Bankstown Local Environmental Plan 2001 (Amendment No 21)—Sheet 2

### [3] Schedule 1, definition of “the map”

Insert in appropriate order:

Bankstown Local Environmental Plan 2001 (Amendment No 21)—Sheet 1

### [4] Schedule 9 Special requirements for particular sites

Insert in alphabetical order of locality in Columns 1 and 2, respectively:

#### Revesby

<p>Lot 10, DP 1059344 (20 Blamey Street),          Lot 10, DP 839724 (30 Blamey Street),          Lot 1, DP 380310 (2A Brett Street) and Lot 2, DP 552227 (10 Tarro Avenue), as shown edged heavy black on Sheet 1 of the map marked “Bankstown Local Environmental Plan 2001 (Amendment No 21)”</p>	<p>The consent authority must be satisfied that the height of any building on the land will not exceed:</p> <p>(a) except as provided in paragraph (b), 4 storeys above natural ground level, and</p> <p>(b) in respect of land that is:</p> <p>(i) more than 25 metres, but less than 60 metres, from the frontage to Dixon Lane, Revesby, and</p> <p>(ii) more than 10 metres from the frontage to Macarthur Avenue, Revesby,</p> <p>8 storeys above natural ground level.</p> <p><i>State Environmental Planning Policy No 1—Development Standards</i> does not apply to the height controls set out in this item.</p>
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New South Wales

## **Bankstown Local Environmental Plan 2001 (Amendment No 28)**

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (SRW0000038/S69)

FRANK SARTOR, M.P.,  
Minister for Planning

Clause 1 Bankstown Local Environmental Plan 2001 (Amendment No 28)

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## **Bankstown Local Environmental Plan 2001 (Amendment No 28)**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of plan**

This plan is *Bankstown Local Environmental Plan 2001 (Amendment No 28)*.

### **2 Aims of plan**

The aims of this plan are:

- (a) to rezone and change the floor space ratio of part of the land within the Sefton Town Centre to which this plan applies, and
- (b) to prohibit dual occupancies within the Sefton Town Centre, and
- (c) to set out the conditions on which consent to development may be granted for the purposes of terrace houses and villas within the Sefton Town Centre, and
- (d) to define *terrace houses*.

### **3 Land to which plan applies**

This plan applies:

- (a) in respect of the amendments made by Schedule 1 [3], [4] and [6]—to all land in the City of Bankstown, and
- (b) in respect of the other amendments made by Schedule 1—to land in the City of Bankstown as shown edged heavy black on the map marked “Bankstown Local Environmental Plan 2001 (Amendment No 28)” deposited in the office of Bankstown City Council.

### **4 Amendment of Bankstown Local Environmental Plan 2001**

*Bankstown Local Environmental Plan 2001* is amended as set out in Schedule 1.

Bankstown Local Environmental Plan 2001 (Amendment No 28)

Amendments

Schedule 1

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## Schedule 1 Amendments

(Clause 4)

### [1] Clause 30 Floor space ratios

Insert after clause 30 (2):

- (3) Where a floor space ratio shown on the Floor Space Ratio Map applies only where consolidation of adjoining lots is achieved, the consent authority must not grant consent to development if it has a floor space ratio in excess of that floor space ratio unless all adjoining allotments shown edged with a heavy black line on the Floor Space Ratio Map are consolidated into a single allotment.

### [2] Clause 45 General restrictions on development

Insert after clause 45 (2):

- (3) Development for the purpose of dual occupancies is prohibited on land within Zone 2 (a) or 2 (b) that is referred to in Schedule 10.

### [3] Clause 46 Core residential development standards

Insert “, terrace house” after “rowhouse” in clause 46 (1) (d).

### [4] Clause 46 (10) and (11)

Insert after clause 46 (9):

- (10) The consent authority may grant consent to development for the purpose of terrace houses on an allotment of land within Zone 2 (a) only where it is satisfied that:
  - (a) the allotment of land within Zone 2 (a) is identified on the map by black cross-hatching, and
  - (b) vehicle access to the allotment is from a road or right of way for access exists at the rear of the allotment.
- (11) Despite subclause (3), the consent authority is not to grant consent to development for the purpose of villas on an allotment of land within Zone 2 (a) or 2 (b) that is referred to in Schedule 10 unless:
  - (a) the allotment is at least 24 metres wide at the front building line, and
  - (b) the site area per villa (excluding the area of access handles or rights of way for access) is not less than 175 square metres.

Bankstown Local Environmental Plan 2001 (Amendment No 28)

Schedule 1 Amendments

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**[5] Schedule 1 Dictionary**

Insert in appropriate order in the definition of *Floor Space Ratio Map*:

Bankstown Local Environmental Plan 2001 (Amendment No 28)

**[6] Schedule 1, definition of “terrace houses”**

Insert in appropriate order:

*terrace houses* means three or more attached dwellings facing the street with each having:

- (a) a common wall or walls with the adjoining dwelling or dwellings, and
- (b) vehicle access at the rear of the allotment.

**[7] Schedule 1, definition of “the map”**

Insert in appropriate order:

Bankstown Local Environmental Plan 2001 (Amendment No 28)

**[8] Schedule 10**

Insert after Schedule 9:

**Schedule 10 Land referred to in clauses 45 (3) and 46 (11)**

(Clauses 45 (3) and 46 (11))

No	Street	Suburb	Lot No	DP No
1	Amesbury Avenue	Sefton	31	15418
3	Amesbury Avenue	Sefton	30	15418
5	Amesbury Avenue	Sefton	29	15418
7	Amesbury Avenue	Sefton	28	15418
9	Amesbury Avenue	Sefton	27	15418
11	Amesbury Avenue	Sefton	34	12674
13	Amesbury Avenue	Sefton	33	12674
15	Amesbury Avenue	Sefton	32	12674
17	Amesbury Avenue	Sefton	31	12674
19	Amesbury Avenue	Sefton	30	12674
21	Amesbury Avenue	Sefton	29	12674



## Bankstown Local Environmental Plan 2001 (Amendment No 28)

## Amendments

## Schedule 1

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<b>No</b>	<b>Street</b>	<b>Suburb</b>	<b>Lot No</b>	<b>DP No</b>
23	Amesbury Avenue	Sefton	28	12674
25	Amesbury Avenue	Sefton	27	12674
27	Amesbury Avenue	Sefton	26	12674
29	Amesbury Avenue	Sefton	25	12674
31	Amesbury Avenue	Sefton	24	12674
33	Amesbury Avenue	Sefton	23	12674
2	Waldron Road	Sefton	17	15418
4	Waldron Road	Sefton	18	15418
6	Waldron Road	Sefton	A	35913
7	Waldron Road	Sefton	114	82983
7A	Waldron Road	Sefton	3	620106
8	Waldron Road	Sefton	B	35913
9	Waldron Road	Sefton	4	620106
10	Waldron Road	Sefton	24	15418
			25	
			26	
11	Waldron Road	Sefton	2	620106
12	Waldron Road	Sefton	123	576289
13	Waldron Road	Sefton	1	319920
14	Waldron Road	Sefton	4	12674
			5	
15	Waldron Road	Sefton	2	319920
16	Waldron Road	Sefton	6	12674
			8	
17	Waldron Road	Sefton	3	319920
18	Waldron Road	Sefton	A	420536
19	Waldron Road	Sefton	8	22196
20	Waldron Road	Sefton	8	12674
			9	
21	Waldron Road	Sefton	7	22196

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## Bankstown Local Environmental Plan 2001 (Amendment No 28)

## Schedule 1 Amendments

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<b>No</b>	<b>Street</b>	<b>Suburb</b>	<b>Lot No</b>	<b>DP No</b>
22	Waldron Road	Sefton	10	12674
23	Waldron Road	Sefton	6	22196
24	Waldron Road	Sefton	11	12674
			12	
25	Waldron Road	Sefton	5	22196
26	Waldron Road	Sefton	13	12674
			14	
27	Waldron Road	Sefton	4	22196
28	Waldron Road	Sefton	15	12674
			16	
29	Waldron Road	Sefton	3	22196
30	Waldron Road	Sefton	2	613200
31	Waldron Road	Sefton	2	22196
33	Waldron Road	Sefton	1	SP
			2	55704
			3	
34	Waldron Road	Sefton	1	613200
			B	384613
35	Waldron Road	Sefton	14	14526
36	Waldron Road	Sefton	G	354512
			A	384613
37	Waldron Road	Sefton	13	14526
38	Waldron Road	Sefton	F	354812
39	Waldron Road	Sefton	12	14526
40	Waldron Road	Sefton	E	354812
41	Waldron Road	Sefton	2	314327
42	Waldron Road	Sefton	1	660698
43	Waldron Road	Sefton	10	14526
44	Waldron Road	Sefton	B	359585
45	Waldron Road	Sefton	9	14526

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## Bankstown Local Environmental Plan 2001 (Amendment No 28)

Amendments

Schedule 1

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<b>No</b>	<b>Street</b>	<b>Suburb</b>	<b>Lot No</b>	<b>DP No</b>
46	Waldron Road	Sefton	A	359585
47	Waldron Road	Sefton	8	14526
48	Waldron Road	Sefton	C	357024
49	Waldron Road	Sefton	7	14526
50	Waldron Road	Sefton	B	357024
51	Waldron Road	Sefton	6	14526
52A	Waldron Road	Sefton	1	525395
52B	Waldron Road	Sefton	2	525395
52	Waldron Road	Sefton	D	411629
53	Waldron Road	Sefton	5	14526
54	Waldron Road	Sefton	2	402859
55	Waldron Road	Sefton	4	14526
56	Waldron Road	Sefton	11	718633
61	Waldron Road	Sefton	2	543973
101	Hector Street	Sefton	26	14526
			2	543973
103	Hector Street	Sefton	27	14526
105	Hector Street	Sefton	3	20919
107	Hector Street	Sefton	2	20919
109	Hector Street	Sefton	1	20919
111	Hector Street	Sefton	A	354677
16	Helen Street	Sefton	45	16500
18	Helen Street	Sefton	46	16500
20	Helen Street	Sefton	47	16500
22	Helen Street	Sefton	48	16500
24	Helen Street	Sefton	49	16500
26	Helen Street	Sefton	50	16500
28	Helen Street	Sefton	51	16500
30	Helen Street	Sefton	52	16500
32	Helen Street	Sefton	53	16500

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## Bankstown Local Environmental Plan 2001 (Amendment No 28)

## Schedule 1 Amendments

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<b>No</b>	<b>Street</b>	<b>Suburb</b>	<b>Lot No</b>	<b>DP No</b>
34	Helen Street	Sefton	54	16500
2A	Proctor Parade	Sefton	201	1033992
2B	Proctor Parade	Sefton	202	1033992
2	Proctor Parade	Sefton	1	542732
4	Proctor Parade	Sefton	77	16500
6	Proctor Parade	Sefton	78	16500
8	Proctor Parade	Sefton	79	16500
10	Proctor Parade	Sefton	41	16500
12	Proctor Parade	Sefton	42	16500
14	Proctor Parade	Sefton	43	16500
16	Proctor Parade	Sefton	44	16500
1	Torrington Avenue	Sefton	63	16500
3	Torrington Avenue	Sefton	64	11
5	Torrington Avenue	Sefton	207	610062
7	Torrington Avenue	Sefton	104	610061
9	Torrington Avenue	Sefton	103	610061
10	Torrington Avenue	Sefton	34	16500
11	Torrington Avenue	Sefton	102	610061
12	Torrington Avenue	Sefton	35	16500
13	Torrington Avenue	Sefton	101	610061
14	Torrington Avenue	Sefton	36	16500
15	Torrington Avenue	Sefton	84	260353
16	Torrington Avenue	Sefton	37	16500
17	Torrington Avenue	Sefton	83	260353
18	Torrington Avenue	Sefton	38	16500
19	Torrington Avenue	Sefton	82	260353
20	Torrington Avenue	Sefton	39	16500
21	Torrington Avenue	Sefton	73	16500
22	Torrington Avenue	Sefton	40	16500
23	Torrington Avenue	Sefton	81	260353

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## Bankstown Local Environmental Plan 2001 (Amendment No 28)

Amendments

Schedule 1

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<b>No</b>	<b>Street</b>	<b>Suburb</b>	<b>Lot No</b>	<b>DP No</b>
25	Torrington Avenue	Sefton	75	16500
4	Rose Street	Sefton	209	610062
6	Rose Street	Sefton	110	610060
8	Rose Street	Sefton	111	610060
10	Rose Street	Sefton	112	610060
12	Rose Street	Sefton	113	610060
14	Rose Street	Sefton	6	14004
16	Rose Street	Sefton	98	260353
18	Rose Street	Sefton	99	260353
20	Rose Street	Sefton	9	14004
22	Rose Street	Sefton	100	260353
			101	1069756
22A	Rose Street	Sefton	102	1069756
24	Rose Street	Sefton	22	852950
24A	Rose Street	Sefton	21	852950
26	Rose Street	Sefton	3	510294
161	Wellington Road	Sefton	3	16500
163	Wellington Road	Sefton	2	16500
165	Wellington Road	Sefton	1	16500
167	Wellington Road	Sefton	6	35610
169	Wellington Road	Sefton	5	35610
171	Wellington Road	Sefton	4	35610
173	Wellington Road	Sefton	3	35610
175	Wellington Road	Sefton	2	35610
177	Wellington Road	Sefton	1	35610
179	Wellington Road	Sefton	A	314132
181	Wellington Road	Sefton	C	108509
183	Wellington Road	Sefton	2	367725
185	Wellington Road	Sefton	2	36874
187	Wellington Road	Sefton	1	36874

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## Bankstown Local Environmental Plan 2001 (Amendment No 28)

## Schedule 1 Amendments

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<b>No</b>	<b>Street</b>	<b>Suburb</b>	<b>Lot No</b>	<b>DP No</b>
189	Wellington Road	Sefton	7	20919
191	Wellington Road	Sefton	A	410351
191A	Wellington Road	Sefton	1	120755
193	Wellington Road	Sefton	5	20919
195	Wellington Road	Sefton	4	20919

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New South Wales

## **Bankstown Local Environmental Plan 2001 (Amendment No 34)**

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (SRW0000166/S69)

FRANK SARTOR, M.P.,  
Minister for Planning

Clause 1 Bankstown Local Environmental Plan 2001 (Amendment No 34)

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## **Bankstown Local Environmental Plan 2001 (Amendment No 34)**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of plan**

This plan is *Bankstown Local Environmental Plan 2001 (Amendment No 34)*.

### **2 Aims of plan**

This plan aims to rezone, under *Bankstown Local Environmental Plan 2001*, the following land to ensure the scale and density of development complement the proximity of the land to the Bass Hill Town Centre and the regional bus routes:

- (a) Lot 34, DP 657214, 713 Hume Highway, Bass Hill from Zone 2 (a)—Residential A to Zone 2 (b)—Residential B,
- (b) Lot 12, DP 588718, 727 Hume Highway, Bass Hill from Zone 2 (a)—Residential A to Zone 2 (b)—Residential B,
- (c) Lot 103, DP 732428, 739 Hume Highway, Bass Hill from Zone 2 (a)—Residential A to part Zone 3 (b)—Business—Other Centres and part Zone 2 (b)—Residential B.

### **3 Land to which plan applies**

This plan applies to land situated in the City of Bankstown being:

- (a) Lot 34, DP 657214, known as 713 Hume Highway, Bass Hill, and
- (b) Lot 12, DP 588718, known as 727 Hume Highway, Bass Hill, and
- (c) Lot 103, DP 732428, known as 739 Hume Highway, Bass Hill, as shown edged heavy black on the map marked “Bankstown Local Environmental Plan 2001 (Amendment No 34)” deposited in the office of Bankstown City Council.

### **4 Amendment of Bankstown Local Environmental Plan 2001**

*Bankstown Local Environmental Plan 2001* is amended as set out in Schedule 1.



Bankstown Local Environmental Plan 2001 (Amendment No 34)

Amendments

Schedule 1

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## Schedule 1 Amendments

(Clause 4)

**[1] Schedule 1 Dictionary**

Insert in appropriate order in the definition of *Floor Space Ratio Map*:

Bankstown Local Environmental Plan 2001 (Amendment  
No 34)—Sheet 2

**[2] Schedule 1, definition of “the map”**

Insert in appropriate order:

Bankstown Local Environmental Plan 2001 (Amendment  
No 34)—Sheet 1



New South Wales

## **Bellingen Local Environmental Plan 2003 (Amendment No 3)**

under the

**Environmental Planning and Assessment Act 1979**

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (G99/00263/PC)

FRANK SARTOR, M.P.,  
Minister for Planning

Clause 1            Bellingen Local Environmental Plan 2003 (Amendment No 3)

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## **Bellingen Local Environmental Plan 2003 (Amendment No 3)**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of plan**

This plan is *Bellingen Local Environmental Plan 2003 (Amendment No 3)*.

### **2 Aims of plan**

This plan aims to correct a zoning anomaly by rezoning the land to which this plan applies from Zone No 6 (a) (the Public Recreation Zone) to Zone No 2 (b) (the Village Area Zone) under *Bellingen Local Environmental Plan 2003*.

### **3 Land to which plan applies**

This plan applies to Lots 222, 223, 226, 234 and 235, DP 755552, Bellingen Street, Urunga, as shown edged heavy black and lettered "2 (b)" on the map marked "Bellingen Local Environmental Plan 2003 (Amendment No 3)" deposited in the office of the Bellingen Shire Council.

### **4 Amendment of Bellingen Local Environmental Plan 2003**

*Bellingen Local Environmental Plan 2003* is amended by inserting in appropriate order in the definition of *the map* in the Dictionary the following words:

Bellingen Local Environmental Plan 2003 (Amendment No 3)



New South Wales

## **Canterbury Local Environmental Plan No 148—Campsie Precinct (Amendment No 12)**

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (9040495/PC)

FRANK SARTOR, M.P.,  
Minister for Planning

Clause 1 Canterbury Local Environmental Plan No 148—Campsie Precinct  
(Amendment No 12)

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## Canterbury Local Environmental Plan No 148—Campsie Precinct (Amendment No 12)

under the

Environmental Planning and Assessment Act 1979

### 1 Name of plan

This plan is *Canterbury Local Environmental Plan No 148—Campsie Precinct (Amendment No 12)*.

### 2 Aims of plan

- (1) This plan aims to reclassify certain Council-owned land under *Canterbury Local Environmental Plan No 148—Campsie Precinct (the Campsie plan)* from community land to operational land within the meaning of the *Local Government Act 1993 (the 1993 Act)*, in order to facilitate the development of the land in accordance with its current zoning.
- (2) This plan incidentally makes more extensive provisions in the Campsie plan for the classification or reclassification of public land as operational land as a consequence of major changes to the statutory scheme in section 30 (Reclassification of community land as operational) of the 1993 Act.

### 3 Land to which plan applies

This plan applies to land situated in the City of Canterbury, known as Lot 1, DP 1071701, 67C Second Avenue, Campsie, as shown edged heavy black on the map marked “Canterbury Local Environmental Plan No 148—Campsie Precinct (Amendment No 12)” deposited in the office of Canterbury City Council.

### 4 Amendment of Canterbury Local Environmental Plan No 148—Campsie Precinct

*Canterbury Local Environmental Plan No 148—Campsie Precinct* is amended as set out in Schedule 1.

Canterbury Local Environmental Plan No 148—Campsie Precinct  
(Amendment No 12)

Amendments

Schedule 1

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## Schedule 1 Amendments

(Clause 4)

### [1] Clause 31

Omit the clause. Insert instead:

#### 31 Classification and reclassification of public land as operational

- (1) The public land described in Schedule 3 is classified, or reclassified, as operational land for the purposes of the *Local Government Act 1993*, subject to this clause.
- (2) Land described in Part 1 of Schedule 3:
  - (a) to the extent (if any) that the land is a public reserve, does not cease to be a public reserve, and
  - (b) continues to be affected by any trusts, estates, interests, dedications, conditions, restrictions or covenants by which it was affected before its classification, or reclassification, as operational land.
- (3) Land described in Columns 1 and 2 of Part 2 of Schedule 3, to the extent (if any) that it is a public reserve, ceases to be a public reserve on the commencement of the relevant amending plan and, by the operation of that plan, is discharged from all trusts, estates, interests, dedications, conditions, restrictions and covenants affecting the land or any part of the land except those (if any) specified opposite the land in Column 3 of Part 2 of Schedule 3.
- (4) In this clause, *the relevant amending plan*, in relation to land described in Part 2 of Schedule 3, means the local environmental plan that inserted the description of land into that Part.
- (5) Before the relevant amending plan inserted the description of land into Part 2 of Schedule 3, the Governor approved of subclause (3) applying to the land.

Canterbury Local Environmental Plan No 148—Campsie Precinct  
(Amendment No 12)

Schedule 1 Amendments

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**[2] Schedule 3 Classification and reclassification of public land as operational**

Insert before the heading “Campsie”:

**Part 1 Land classified, or reclassified, under amended section 30 of Local Government Act 1993—interests not changed**

**[3] Schedule 3, Part 2**

Insert at the end of Part 1 of the Schedule:

**Part 2 Land classified, or reclassified, under amended section 30 of Local Government Act 1993—interests changed**

Column 1	Column 2	Column 3
Locality	Description	Trusts etc not discharged
<b>Campsie</b>		
67C Second Avenue	Lot 1, DP 1071701, as shown edged heavy black on the map marked “Canterbury Local Environmental Plan No 148—Campsie Precinct (Amendment No 12)” deposited in the office of the Council	Nil.



New South Wales

## **Cessnock Local Environmental Plan 1989 (Amendment No 116)**

under the

**Environmental Planning and Assessment Act 1979**

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (NEW0000230/S69)

FRANK SARTOR, M.P.,  
Minister for Planning



Clause 1 Cessnock Local Environmental Plan 1989 (Amendment No 116)

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## **Cessnock Local Environmental Plan 1989 (Amendment No 116)**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of plan**

This plan is *Cessnock Local Environmental Plan 1989 (Amendment No 116)*.

### **2 Aims of plan**

This plan aims to amend *Cessnock Local Environmental Plan 1989*:

- (a) to insert a definition of *multiple dwelling*, and
- (b) to allow, with the consent of the Cessnock City Council, development for the purpose of multiple dwellings on land within Zones Nos 2 (a), 2 (c), 3 (a) and 3 (c), and
- (c) to prohibit development for the purposes of multiple dwellings and residential flat buildings on land within Zone No 2 (b), and
- (d) to prohibit dual occupancy development on certain land within Zone No 2 (b), and
- (e) to effect minor law revision to omit extraneous matter from the zoning table relating to attached dual occupancies on land within Zone No 1 (v), being matter covered by clause 24.

### **3 Land to which plan applies**

- (1) In respect of the aims referred to in clause 2 (a) and (b), this plan applies to all land within the City of Cessnock under *Cessnock Local Environmental Plan 1989*.
- (2) In respect of the aim referred to in clause 2 (c), this plan applies to all land within Zone No 2 (b) (Village Zone) under *Cessnock Local Environmental Plan 1989*.
- (3) In respect of the aim referred to in clause 2 (d), this plan applies to land within Zone No 2 (b) at Ellalong, as shown hatched or cross-hatched on Sheet 6 of the map marked "Cessnock Local Environmental Plan 1989 (Amendment No 30)" deposited in the office of Cessnock City Council.

Cessnock Local Environmental Plan 1989 (Amendment No 116)

Clause 4

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**4 Amendment of Cessnock Local Environmental Plan 1989**

*Cessnock Local Environmental Plan 1989* is amended as set out in Schedule 1.

Cessnock Local Environmental Plan 1989 (Amendment No 116)

Schedule 1 Amendments

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## Schedule 1 Amendments

(Clause 4)

### [1] Clause 5 Definitions

Insert in alphabetical order in clause 5 (1):

*multiple dwelling* means 3 or more dwellings, whether or not attached, on a single lot of land, each with private open space at or near ground level, consisting of development commonly referred to as medium density residential development such as villas and townhouses, but does not include residential flat buildings.

### [2] Clause 7A

Insert after clause 7:

#### 7A Saving of certain development applications

- (1) A development application relating to land to which the amending plan applies that was lodged, but not finally determined, before the commencement of the amending plan is to be determined as if the amending plan has been exhibited under the *Environmental Planning and Assessment Act 1979* but had not been made.
- (2) In this clause, *the amending plan* means:  
*Cessnock Local Environmental Plan 1989 (Amendment No 116)*.

### [3] Clause 9 Zone objectives and development control table

Insert “multiple dwellings;” in alphabetical order in item 4 of the matter relating to Zones Nos 1 (a), 1 (c), 1 (c2), 2 (b), 4 (a), 4 (b) and 4 (h) in the Table to the clause.

### [4] Clause 9, Table

Omit “attached dual occupancies;” from item 3 of the matter relating to Zone No 1 (v).

### [5] Clause 9, Table

Insert “residential flat buildings;” in alphabetical order in item 4 of the matter relating to Zone No 2 (b).

### [6] Clause 9, Table

Insert “multiple dwellings;” in alphabetical order in item 3 of the matter relating to Zone No 2 (c).

Cessnock Local Environmental Plan 1989 (Amendment No 116)

Amendments

Schedule 1

---

**[7] Clause 24 Dual occupancy**

Insert “**and multiple dwellings**” after “**buildings**” in the heading to clause 24 (7).

**[8] Clause 24 (7)**

Insert “or multiple dwellings” after “buildings”.

**[9] Clause 51 Dwellings within Zone No 2 (b) at Ellalong**

Insert after clause 51 (4):

- (5) Clause 24 does not apply to the land to which this clause applies.



New South Wales

## **Gosford Local Environmental Plan No 458**

under the

**Environmental Planning and Assessment Act 1979**

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (C04/00043/S69)

FRANK SARTOR, M.P.,  
Minister for Planning

Clause 1 Gosford Local Environmental Plan No 458

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## **Gosford Local Environmental Plan No 458**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of plan**

This plan is *Gosford Local Environmental Plan No 458*.

### **2 Aims of plan**

This plan aims to zone the land to which this plan applies to part Zone No 3 (b) Business (Special) and part Zone No 9 (a) Restricted Development (Flood Prone Land) under *Gosford Planning Scheme Ordinance* so as to rationalise the zone boundaries to reflect consistency with adjoining land uses and physical environmental constraints.

### **3 Land to which plan applies**

This plan applies to land in the town of Erina, being part of Lot 5, DP 238673, The Entrance Road, Erina, as shown edged heavy black on the map marked "Gosford Local Environmental Plan No 458" deposited in the office of the Council of the City of Gosford.

### **4 Amendment of Gosford Planning Scheme Ordinance**

*Gosford Planning Scheme Ordinance* is amended by inserting in appropriate order in the definition of *Scheme map* in clause 3 (1) the following matter:

Gosford Local Environmental Plan No 458



New South Wales

## **Hastings Local Environmental Plan 2001 (Amendment No 55)**

under the

**Environmental Planning and Assessment Act 1979**

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (GRA6323419/PC; 32.2005.0013.01)

FRANK SARTOR, M.P.,  
Minister for Planning

Clause 1 Hastings Local Environmental Plan 2001 (Amendment No 55)

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## **Hastings Local Environmental Plan 2001 (Amendment No 55)**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of plan**

This plan is *Hastings Local Environmental Plan 2001 (Amendment No 55)*.

### **2 Aims of plan**

This plan aims:

- (a) to permit the subdivision of land in Zone 1 (r1) Rural Residential under *Hastings Local Environmental Plan 2001* into varied lot sizes depending on the locality, and
- (b) to rezone certain land from Zone 1 (a1) Rural to Zone (r1) Rural Residential under that plan.

### **3 Land to which plan applies**

- (1) To the extent to which this plan permits subdivision in Zone 1 (r1) Rural Residential, it applies to all land within that zone.
- (2) To the extent to which this plan rezones land, it applies to the land shown edged heavy black, coloured brown and labelled “1 (r1)” on the map marked “Hastings Local Environmental Plan 2001 (Amendment No 55)” deposited in the office of Port Macquarie—Hastings Council.

### **4 Amendment of Hastings Local Environmental Plan 2001**

*Hastings Local Environmental Plan 2001* is amended as set out in Schedule 1.



Hastings Local Environmental Plan 2001 (Amendment No 55)

Amendments

Schedule 1

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## Schedule 1 Amendments

(Clause 4)

### [1] Clause 17 Lot sizes in Zone 1 (r1), 1 (u), 2 (a1), 2 (a4), 2 (t1), 2 (t2) or 2 (v)

Insert at the end of clause 17 (1) (d):

, or

- (e) within Zone 1 (r1), only if:
  - (i) the area of each lot created is, in the opinion of the Council, sufficient to accommodate:
    - (A) on-site disposal of effluent, and
    - (B) any relevant asset protection zone identified in a bushfire risk management plan under the *Rural Fires Act 1997*, and
  - (ii) in the case of land at Kings Creek:
    - (A) the area of each lot created is not less than 4,000m<sup>2</sup>, and
    - (B) the average of all lots created is not less than 1.1ha, and
  - (iii) in the case of Lots 1–41, DP 262973 and Lots 41–77, DP 700284 off Bonnyview Drive, Bonny Hills, the area of each lot created is not less than 8,000m<sup>2</sup>, and
  - (iv) in the case of Lots 1–9, DP 849206, Lots 1–11, DP 1000758, Lots 12–25, DP 1024093, Lots 26–34, DP 1047707 off Lakeridge Drive, Laurieton, the area of each lot created is not less than 8,000m<sup>2</sup>, and
  - (v) in the case of Lot 327, DP 823801, Lot 6, DP 822622, Lots 12–17, DP 828282, Lots 9 and 11, DP 814038, Lots 28 and 31–33, DP 835224, Lots 18–24, DP 855308, Lots 36–41, DP 855169 off Glen Haven Drive, Laurieton, the area of each lot created is not less than 8,000m<sup>2</sup>, and
  - (vi) in the case of Lot 1, DP 259448, Lot 1, DP 631695, Lot 3, DP 618716, Lots 1 and 2, DP 715167, Lots 3 and 4, DP 777820, Lots 5 and 6, DP 814057, Lots 1, 2, 3, 11 and 13, DP 733506, Lots 1–3, DP 792899, Lots 1–3, DP 635177, Lots 19–39, DP 787171, Lots 12–18, DP 776605, Lots 4–12, DP 800173, Lots 50–52, DP 806548, Lots 40–49, DP 806548, Lots 4–10, DP 733506, Lots 54–62, DP 884449 off

Hastings Local Environmental Plan 2001 (Amendment No 55)

Schedule 1      Amendments

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Brotherglen Drive, Laurieton, the area of each lot created is not less than 5,000m<sup>2</sup>.

**[2] Schedule 6 Zones and zoning map amendments**

Insert in appropriate order in Part 2 of the Schedule:

Hastings Local Environmental Plan 2001 (Amendment No 55)



New South Wales

## **Hunter's Hill Local Environmental Plan No 42**

under the

**Environmental Planning and Assessment Act 1979**

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (SRE0000050/PC)

FRANK SARTOR, M.P.,  
Minister for Planning

Clause 1            Hunter's Hill Local Environmental Plan No 42

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## **Hunter's Hill Local Environmental Plan No 42**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of plan**

This plan is *Hunter's Hill Local Environmental Plan No 42*.

### **2 Aims of plan**

The aims of this plan are:

- (a) to rezone the land to which this plan applies from Zone No 9 (d) (Local Open Space) under *Hunter's Hill Local Environmental Plan No 1* to the zone of adjoining land or to the zone of the residue of the relevant lot, and
- (b) to remove certain references to Zone No 9 (d) (Local Open Space) from that plan, and
- (c) to zone certain lands to which that plan applies that are currently unzoned to a zone of adjoining land.

### **3 Land to which plan applies**

This plan applies to the land within the local government area of Hunter's Hill shown edged heavy black on the map marked "Hunter's Hill Local Environmental Plan No 42 (Sheets 1-4)" deposited in the office of the Hunter's Hill Council.

### **4 Amendment of Hunter's Hill Local Environmental Plan No 1**

*Hunter's Hill Local Environmental Plan No 1* is amended as set out in Schedule 1.

Hunter's Hill Local Environmental Plan No 42

Amendments

Schedule 1

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## Schedule 1 Amendments

(Clause 4)

**[1] Clause 6 Interpretation**

Insert in appropriate order in the definition of *the map* in clause 6 (1):

Hunter's Hill Local Environmental Plan No 42

**[2] Clause 9 Carrying out of development**

Omit the matter relating to Zone 9 (d) (Local Open Space) from the Table to the clause.

**[3] Clause 24 Acquisition of reserved lands**

Omit "or 9 (d)" from clause 24 (1) (a).

**[4] Clause 28, heading**

Omit "9 (d)" from the heading to clause 28. Insert instead "6 (a)".



New South Wales

## **Leichhardt Local Environmental Plan 2000 (Amendment No 9)**

under the

**Environmental Planning and Assessment Act 1979**

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (SRE0000046/S69)

FRANK SARTOR, M.P.,  
Minister for Planning

Clause 1            Leichhardt Local Environmental Plan 2000 (Amendment No 9)

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## **Leichhardt Local Environmental Plan 2000 (Amendment No 9)**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of plan**

This plan is *Leichhardt Local Environmental Plan 2000 (Amendment No 9)*.

### **2 Aims of plan**

This plan aims to allow, with the consent of Leichhardt Municipal Council, dwellings at ground floor or street level on the land to which this plan applies, subject to the condition that the dwellings only have frontages to Allen Street, Leichhardt.

### **3 Land to which plan applies**

This plan applies to Lot 1, DP 103149, Lot A, DP 914411 and Lot 3, DP 914061, being part of 208–210 Norton Street, Leichhardt and part Lots 1 and 2, Section A, DP 1663, Allen Street, Leichhardt, as shown coloured blue, edged heavy black and lettered “SSP” on the map marked “Leichhardt Local Environmental Plan 2000 (Amendment No 9)—Zoning Map” deposited in the office of Leichhardt Municipal Council.

### **4 Amendment of Leichhardt Local Environmental Plan 2000**

*Leichhardt Local Environmental Plan 2000* is amended as set out in Schedule 1.

Leichhardt Local Environmental Plan 2000 (Amendment No 9)

Amendments

Schedule 1

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## Schedule 1 Amendments

(Clause 4)

### [1] Schedule 1 Additional uses and controls for certain land

Insert at the end of Part 1 of the Schedule:

**Part of 208–210 Norton Street, Leichhardt (Lot 1, DP 103149, Lot A, DP 914411 and Lot 3, DP 914061) and part Lots 1 and 2, Section A, 1663, Allen Street, Leichhardt, as shown coloured blue, edged heavy black and lettered “SSP” on the map marked “Leichhardt Local Environmental Plan 2000 (Amendment No 9)—Zoning Map”—development for the purpose of dwellings at the ground floor or street level, subject to the condition that the dwellings only have frontages to Allen Street.**

### [2] Schedule 3 Glossary

Insert in appropriate order in the definition of *Zoning Map*:

Leichhardt Local Environmental Plan 2000 (Amendment No 9)—Zoning Map





New South Wales

## **Maitland Local Environmental Plan 1993 (Amendment No 82)**

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (NEW0000325/S69)

FRANK SARTOR, M.P.,  
Minister for Planning

Clause 1 Maitland Local Environmental Plan 1993 (Amendment No 82)

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## **Maitland Local Environmental Plan 1993 (Amendment No 82)**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of plan**

This plan is *Maitland Local Environmental Plan 1993 (Amendment No 82)*.

### **2 Aims of plan**

This plan aims to rezone the land to which this plan applies from Zone 1 (a) Prime Rural Land to Zone 1 (d) Rural Residential under *Maitland Local Environmental Plan 1993*.

### **3 Land to which plan applies**

This plan applies to land in the City of Maitland, being part of Lot 22, DP 831426, Dunmore Road, Largs, as shown edged heavy black and lettered "1 (d)" on the map marked "Maitland Local Environmental Plan 1993 (Amendment No 82)" deposited in the office of the Maitland City Council.

### **4 Amendment of Maitland Local Environmental Plan 1993**

*Maitland Local Environmental Plan 1993* is amended by inserting in appropriate order in the definition of *The map* in clause 5 (1) the following words:

Maitland Local Environmental Plan 1993 (Amendment No 82)



New South Wales

## **Maitland Local Environmental Plan 1993 (Amendment No 89)**

under the

**Environmental Planning and Assessment Act 1979**

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (NEW0000371/PC)

FRANK SARTOR, M.P.,  
Minister for Planning

Clause 1 Maitland Local Environmental Plan 1993 (Amendment No 89)

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## **Maitland Local Environmental Plan 1993 (Amendment No 89)**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of plan**

This plan is the *Maitland Local Environmental Plan 1993 (Amendment No 89)*.

### **2 Aims of plan**

This plan aims to rezone the land to which this plan applies from Zone 7 (a) Environmental Protection Wetlands to Zone 3 (c) Special Business under the *Maitland Local Environmental Plan 1993*.

### **3 Land to which plan applies**

This plan applies to land in the city of Maitland, being part of Lot 22, DP746311, Bungaree Street, Maitland, as shown edged heavy black on the map marked "Maitland Local Environmental Plan 1993 (Amendment No 89)" deposited in the office of the Council of the City of Maitland.

### **4 Amendment of Maitland Local Environmental Plan 1993**

*Maitland Local Environmental Plan 1993* is amended by inserting in appropriate order in the definition of *The map* in clause 5 (1) the following:

Maitland Local Environmental Plan 1993 (Amendment No 89)



New South Wales

## **Queanbeyan Local Environmental Plan 1998 (Amendment No 43)**

under the

**Environmental Planning and Assessment Act 1979**

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (QUE0000228/S69)

FRANK SARTOR, M.P.,  
Minister for Planning

Clause 1            Queanbeyan Local Environmental Plan 1998 (Amendment No 43)

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## **Queanbeyan Local Environmental Plan 1998 (Amendment No 43)**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of plan**

This plan is *Queanbeyan Local Environmental Plan 1998 (Amendment No 43)*.

### **2 Aims of plan**

The aims of this plan are:

- (a) to give effect to recent changes to a development control plan relating to exempt and complying development, and
- (b) to allow, with the consent of the Council of the City of Queanbeyan, the carrying out of development on certain land to which this plan applies for the purposes of extractive industry, and
- (c) to reclassify part of the land to which this plan applies from community land to operational land, and
- (d) to make a number of minor operational amendments to *Queanbeyan Local Environmental Plan 1998* and *Yarrowlumla Local Environmental Plan 2002*, and
- (e) to rectify the map marked “Queanbeyan Local Environmental Plan 1998 (Amendment No 28)”.

### **3 Land to which plan applies**

- (1) This plan applies to all land within the local government area of the City of Queanbeyan, except as provided by subclauses (2)–(4).
- (2) To the extent that it rectifies the map marked “Queanbeyan Local Environmental Plan 1998 (Amendment No 28)”, this plan applies to the land shown edged heavy black and lettered on Sheet 1 of the map marked “Queanbeyan Local Environmental Plan 1998 (Amendment No 43)” deposited in the office of the Council of the City of Queanbeyan.

Queanbeyan Local Environmental Plan 1998 (Amendment No 43)

Clause 4

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- (3) To the extent that this plan allows certain additional land uses on part Lots 110 and 124, DP 754881, 501 Cooma Road, Googong and part Lot 1, DP 808393, 505 Cooma Road, Googong, this plan applies to the land shown edged heavy black on Sheet 2 of the map marked “Queanbeyan Local Environmental Plan 1998 (Amendment No 43)” deposited in the office of the Council of the City of Queanbeyan.
- (4) To the extent that this plan reclassifies part of Lot 243, DP 869283, 158 Candlebark Road, Karabar, from “community” land to “operational” land, this plan applies to the land shown edged heavy black on Sheet 3 of the map marked “Queanbeyan Local Environmental Plan 1998 (Amendment No 43)” deposited in the office of the Council of the City of Queanbeyan.

#### **4 Amendment of environmental planning instruments**

This plan:

- (a) amends *Queanbeyan Local Environmental Plan 1991* as set out in Schedule 1, and
- (b) amends *Queanbeyan Local Environmental Plan 1998* as set out in Schedule 2, and
- (c) amends *Yarrowlumla Local Environmental Plan 2002* as set out in Schedule 3.

Queanbeyan Local Environmental Plan 1998 (Amendment No 43)

Schedule 1 Amendment of Queanbeyan Local Environmental Plan 1991

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## Schedule 1 Amendment of Queanbeyan Local Environmental Plan 1991

(Clause 4 (a))

### Clause 5A

Omit clauses 5A and 5B. Insert instead:

#### 5A Exempt development and complying development

- (1) Development of minimal environmental impact listed as exempt development in *Queanbeyan Development Control Plan No 49—Exempt and Complying Development* as adopted by the Council on 6 July 2005 is exempt development, despite any other provision of this plan.
- (2) Development listed as complying development in *Queanbeyan Development Control Plan No 49—Exempt and Complying Development* as adopted by the Council on 6 July 2005 is complying development if:
  - (a) it is local development of a kind that can be carried out with consent on the land on which it is proposed, and
  - (b) it is not an existing use, as defined in section 106 of the Act, and
  - (c) it complies with the current deemed-to-satisfy provisions of the *Building Code of Australia* relevant to the development, and
  - (d) it does not involve a change of classification under the *Building Code of Australia* of any building or part of any building on the land, and
  - (e) it does not contravene any condition of a development consent applying to the land, and
  - (f) it is not integrated development, as defined in section 91 of the Act, and
  - (g) it complies with any applicable manufacturer's instructions and any applicable *Australian standard* published by Standards Australia.
- (3) Development is exempt or complying development only if it complies with the development standards and other requirements applied to the development by *Queanbeyan Development Control Plan No 49—Exempt and Complying Development* as adopted by the Council on 6 July 2005.



Queanbeyan Local Environmental Plan 1998 (Amendment No 43)

Amendment of Queanbeyan Local Environmental Plan 1991

Schedule 1

- 
- (4) A complying development certificate issued for any complying development is to be subject to the conditions for the development specified in *Queanbeyan Development Control Plan No 49—Exempt and Complying Development* adopted by the Council, as in force when the certificate is issued.

Queanbeyan Local Environmental Plan 1998 (Amendment No 43)

Schedule 2 Amendment of Queanbeyan Local Environmental Plan 1998

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## Schedule 2 Amendment of Queanbeyan Local Environmental Plan 1998

(Clause 4 (b))

### [1] Clause 7A

Omit clauses 7A and 7B. Insert instead:

#### 7A Exempt development and complying development

- (1) Development of minimal environmental impact listed as exempt development in *Queanbeyan Development Control Plan No 49—Exempt and Complying Development* as adopted by the Council on 6 July 2005 is exempt development, despite any other provision of this plan.
- (2) Development listed as complying development in *Queanbeyan Development Control Plan No 49—Exempt and Complying Development* as adopted by the Council on 6 July 2005 is complying development if:
  - (a) it is local development of a kind that can be carried out with consent on the land on which it is proposed, and
  - (b) it is not an existing use, as defined in section 106 of the Act, and
  - (c) it complies with the current deemed-to-satisfy provisions of the *Building Code of Australia* relevant to the development, and
  - (d) it does not involve a change of classification under the *Building Code of Australia* of any building or part of any building on the land, and
  - (e) it does not contravene any condition of a development consent applying to the land, and
  - (f) it is not integrated development, as defined in section 91 of the Act, and
  - (g) it complies with any applicable manufacturer's instructions and any applicable *Australian standard* published by Standards Australia.
- (3) Development is exempt or complying development only if it complies with the development standards and other requirements applied to the development by *Queanbeyan Development Control Plan No 49—Exempt and Complying Development* as adopted by the Council on 6 July 2005.

Queanbeyan Local Environmental Plan 1998 (Amendment No 43)

Amendment of Queanbeyan Local Environmental Plan 1998

Schedule 2

- 
- (4) A complying development certificate issued for any complying development is to be subject to the conditions for the development specified in *Queanbeyan Development Control Plan No 49—Exempt and Complying Development* adopted by the Council, as in force when the certificate is issued.

**[2] Clause 11 Exceptions to the general development control clauses**

Insert after clause 11 (w):

- (x) Part Lots 110 and 124, DP 754881 being 501 Cooma Road, Googong and part Lot 1, DP 808393 being 505 Cooma Road, Googong, as shown edged heavy black on Sheet 2 of the map marked “Queanbeyan Local Environmental Plan 1998 (Amendment No 43)”:
- extractive industry involving:
    - placing of overburden and relocation of the primary crusher and water management works on part Lot 110, DP 754881 and part Lot 1, DP 808393, and
    - construction of a workshop and water management works on part Lot 124, DP 754881.

**[3] Clause 13 Zone objectives and general development controls**

Omit clause 13 (3). Insert instead:

- (3) Except as otherwise provided by this plan, the Council must not consent to development on land within a zone unless the Council is of the opinion that the development is consistent with the objectives of the zone.

**[4] Clause 14 General Development Controls—Zone 1 (a) Rural A**

Omit “Home Based Child Minding Services” from clause 14 (3).

**[5] Clause 15 General Development Controls—Zone 1 (b) Rural B**

Omit “Home based Child Minding Services” from clause 15 (3).

**[6] Clause 19 General Development Controls—Zone 2 (a) Residential A**

Omit “Home Based Child Minding Services” from clause 19 (3).

Queanbeyan Local Environmental Plan 1998 (Amendment No 43)

Schedule 2 Amendment of Queanbeyan Local Environmental Plan 1998

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**[7] Clause 20 General Development Controls—Zone 2 (b) Residential B**

Omit clause 20 (1) (a). Insert instead:

- (a) to encourage alterations, additions or redevelopment that results in well designed dual occupancy housing and multi-dwelling housing, and

**[8] Clause 20 (4)**

Omit “(other than townhouses or villas)”.

**[9] Clause 21 General Development Controls—Zone 2 (c) Residential C**

Omit clause 21 (1) (a). Insert instead:

- (a) to encourage alterations, additions or redevelopment that results in well designed dual occupancy housing, multi-dwelling housing and residential flat buildings, and

**[10] Clause 25 Multi dwelling housing—matters for consideration**

Omit “should the site be subdivided,” from clause 25 (a).

**[11] Clause 29 General Development Controls—Zone 3 (c) Business C**

Omit “Home Based Child Minding Services” from clause 29 (3).

**[12] Clause 57 Development of heritage items or development within a heritage conservation area requiring development consent**

Insert at the end of clause 57 (e):

, or

- (f) the removal of any tree to which a tree preservation order applies.

**[13] Clause 73 Development within scenic protection areas or Residential E Zone—matters for consideration**

Omit clause 73 (d). Insert instead:

- (d) the part of the site to be used for the building is stable or can be stabilised in accordance with the requirements of the Council, and

Queanbeyan Local Environmental Plan 1998 (Amendment No 43)

Amendment of Queanbeyan Local Environmental Plan 1998

Schedule 2

**[14] Clause 81A Land transferred from Yarrawlumla**

Omit clause 81A (1). Insert instead:

- (1) This clause applies to land shown edged heavy black on the map marked “Queanbeyan Local Environmental Plan 1998 (Amendment No 28)” and land shown edged heavy black and lettered on Sheet 1 of the map marked “Queanbeyan Local Environmental Plan 1998 (Amendment No 43)” deposited in the office of the Council of the City of Queanbeyan, which is referred to in this clause as *transferred land*.

**[15] Clause 81A (2)**

Insert “, or as shown edged heavy black and lettered on Sheet 1 of the map marked ‘Queanbeyan Local Environmental Plan 1998 (Amendment No 43)’” after “Table” where secondly occurring.

**[16] Schedule 1 Dictionary**

Omit the definitions of *awning, cabana, canopy, clearing, cluster housing, cubby house, deck, gazebo, greenhouse, home activity, mixed use building, multi-dwelling housing, patio, pergola, residential flat building, storey, townhouse* and *villa*.

**[17] Schedule 1**

Insert in alphabetical order:

*cluster housing* means a group of more than two dwellings having communal open space and other shared facilities on a single allotment of land, detached or attached in groups of two.

*home activity* means any activity or pursuit carried out in a room or a number of rooms forming part of, or within the curtilage of, a dwelling-house on an allotment, or in another building for which consent has been granted situated on the allotment, where:

- (a) only goods made or produced, or services offered, as a result of the activity or pursuit are displayed, sold or provided, and
- (b) the primary use of the building is residential, and
- (c) the carrying out of the activity or pursuit:
  - (i) does not interfere with the amenity of the locality by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil or otherwise, and
  - (ii) is not visible from any public place, and

## Queanbeyan Local Environmental Plan 1998 (Amendment No 43)

## Schedule 2 Amendment of Queanbeyan Local Environmental Plan 1998

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- (iii) does not require the provision of any essential service main of a greater capacity than that available in the locality, and
  - (iv) does not generate traffic out of keeping with the surrounding area, and
  - (v) does not involve the employment of more than one person other than the permanent residents of the dwelling-house, and
  - (vi) does not involve the exhibition of any notice, advertisement or sign other than a notice or sign exhibited on the dwelling-house, or on land on which the dwelling-house is erected, to indicate the names and occupation of the permanent residents of the dwelling-house, and
  - (vii) does not involve a change in the appearance of the dwelling-house, or the land on which the dwelling-house is erected, that is, in the opinion of the Council, out of character with the appearance of the adjoining area, and
  - (viii) does not involve prostitution, and
  - (d) the gross floor area where the activity or pursuit is carried out does not exceed 50 square metres, and
  - (e) provision is made for the parking of all visiting customers' or clients' vehicles, in accordance with the Council's requirements, behind the building line or in a suitably screened area within the allotment boundary, and
  - (f) any retail sales are ancillary to the home activity, and
  - (g) the activity or pursuit is carried out by at least one of the permanent residents of the dwelling-house.

***mixed use building*** means a building (other than a residential flat building) containing commercial or retail uses on the ground floor and which contains fewer than four self-contained dwellings on the floor or floors above the ground floor.

***multi-dwelling housing*** means a group of two or more dwellings, not being a residential flat building, and may include cluster housing, integrated housing, terraces, townhouses, villas and the like.

***residential flat building*** means a building that comprises or includes:

- (a) two or more storeys (not including levels below ground level provided for car parking or storage, or both, that protrude less than 1.2 metres above ground level), and

Queanbeyan Local Environmental Plan 1998 (Amendment No 43)

Amendment of Queanbeyan Local Environmental Plan 1998

Schedule 2

(b) four or more self-contained dwellings (whether or not the building includes uses for other purposes, such as shops), but does not include a Class 1a building or a Class 1b building under the *Building Code of Australia*.

**storey** means:

- (a) the space between two floors, or
- (b) the space between any floor and its ceiling or roof above, or
- (c) building foundation areas, garages, workshops, storerooms and the like, where the height between ground level and the floor above is 1.2 metres or more.

A storey which exceeds 4.5 metres is counted as two storeys.

**[18] Schedule 1, definition of “home occupation”**

Insert at the end of paragraph (e):

, and

- (f) the occupation or pursuit is carried out by at least one of the permanent residents of the dwelling-house.

**[19] Schedule 1, definition of “the map”**

Insert in appropriate order:

Queanbeyan Local Environmental Plan 1998 (Amendment No 43)—Sheet 1

**[20] Schedule 6 Classification and reclassification of public land as operational land**

Insert before the matter relating to Queanbeyan in Part 3:

**Karabar**

158 Candlebark Road, Karabar.	Part of Lot 243, DP 869283, as shown edged heavy black on Sheet 3 of the map marked “Queanbeyan Local Environmental Plan 1998 (Amendment No 43)”.	Nil.
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Queanbeyan Local Environmental Plan 1998 (Amendment No 43)

Schedule 3 Amendment of Yarrawlumla Local Environmental Plan 2002

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### Schedule 3 Amendment of Yarrawlumla Local Environmental Plan 2002

(Clause 4 (c))

**[1] Clause 13 What is exempt development?**

Insert after clause 13 (3):

- (4) This clause does not apply to land to which clause 14A applies.

**[2] Clause 14 What is complying development?**

Insert after clause 14 (5):

- (6) This clause does not apply to land to which clause 14A applies.

**[3] Clause 14A**

Insert after clause 14:

**14A Exempt development and complying development within the area of the City of Queanbeyan**

- (1) This clause applies to land to which this plan applies that is within the area of the City of Queanbeyan.
- (2) Development of minimal environmental impact listed as exempt development in *Queanbeyan Development Control Plan No 49—Exempt and Complying Development* as adopted by the Council on 6 July 2005 is exempt development, despite any other provision of this plan.
- (3) Development listed as complying development in *Queanbeyan Development Control Plan No 49—Exempt and Complying Development* as adopted by the Council on 6 July 2005 is complying development if:
- (a) it is local development of a kind that can be carried out with consent on the land on which it is proposed, and
  - (b) it is not an existing use, as defined in section 106 of the Act, and
  - (c) it complies with the current deemed-to-satisfy provisions of the *Building Code of Australia* relevant to the development, and
  - (d) it does not involve a change of classification under the *Building Code of Australia* of any building or part of any building on the land, and



Queanbeyan Local Environmental Plan 1998 (Amendment No 43)

Amendment of Yarrowlumla Local Environmental Plan 2002

Schedule 3

- 
- (e) it does not contravene any condition of a development consent applying to the land, and
  - (f) it is not integrated development, as defined in section 91 of the Act, and
  - (g) it complies with any applicable manufacturer's instructions and any applicable *Australian standard* published by Standards Australia.
- (4) Development is exempt or complying development only if it complies with the development standards and other requirements applied to the development by *Queanbeyan Development Control Plan No 49—Exempt and Complying Development* as adopted by the Council on 6 July 2005.
- (5) A complying development certificate issued for any complying development is to be subject to the conditions for the development specified in *Queanbeyan Development Control Plan No 49—Exempt and Complying Development* adopted by the Council, as in force when the certificate is issued.

**[4] Dictionary**

Omit the definition of *Council*. Insert instead:

*Council* means:

- (a) in relation to land within the area of the City of Queanbeyan—Queanbeyan City Council, or
- (b) in relation to any other land—Yarrowlumla Shire Council.

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## Department of Primary Industries

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### COAL MINES REGULATION ACT 1982

File No.: 05/6306.  
Date: 31 July 2006.

#### Order of Declaration of Coal Preparation Plant

IT is hereby notified that the Chief Inspector of Coal Mines by virtue of delegated authority from the Minister of Mineral Resources and pursuant to the provisions of section 145B(1) of the Coal Mines Regulation Act 1982, as amended, DECLARES the coal preparation plant listed below to be suitable for management separately from a mine.

*Plant:* West Cliff Coal Preparation Plant.  
*Designated By:* West Cliff Mine Declared Plant Site Plan, dated 2 July 2006.  
*Location:* Wedderburn Road, Appin NSW 2526.  
*Owner:* Endeavour Coal Pty Ltd.  
*Operator:* Endeavour Coal Pty Ltd.

The Declaration requires compliance with those sections of the Coal Mines Regulations Act 1982, as amended, and any Regulations issued pursuant to the Act that are relevant to Declared Coal Preparation Plants.

A copy of this Order and the plan shall be displayed on the Declaration Plant notice board for a period of not less than 28 days so as to give all employees reasonable opportunity to view its contents and thereafter shall be retained for perusal by employees as required.

R. REGAN,  
Chief Inspector of Coal Mines

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### COAL MINES REGULATION ACT 1982

#### Revocation of Approval

Revoked Approval No.: MDA Ex ia 11517.  
File No.: C97/0094.  
Date: 11 August 2006.

IT is hereby notified that the Chief Inspector of Coal Mines, pursuant to the provisions of Clause 70 of the Coal Mines (General) Regulation 1999, REVOKES the approval number quoted herein at the conclusion of the notification period. This means that the apparatus to which that approval number applied is no longer deemed to be approved for use in the hazardous zones of underground coal mines in New South Wales.

*Description:* Transformer Isolated Repeater.  
*Identification:* Pepperl & Fuchs types KHD2-ST\*1-Ex1.P, KFD2-ST\*1-Ex1.

The original approval was issued to:

*Name:* Pepperl & Fuchs Aust. Pty Ltd.  
*Address:* Unit 7, 72-74 Chifley Drive, Preston VIC 3072.

J. F. WAUDBY,  
Senior Inspector of Electrical Engineering  
for Chief Inspector of Coal Mines

**COAL MINES REGULATION ACT 1982**

## Revocation of Approval

Revoked Approval No.: MDA Ex ia 11516.  
File No.: C97/0093.  
Date: 11 August 2006.

IT is hereby notified that the Chief Inspector of Coal Mines, pursuant to the provisions of Clause 70 of the Coal Mines (General) Regulation 1999, REVOKES the approval number quoted herein at the conclusion of the notification period. This means that the apparatus to which that approval number applied is no longer deemed to be approved for use in the hazardous zones of underground coal mines in New South Wales.

*Description:* Transformer Isolated Current Repeaters.  
*Identification:* Pepperl & Fuchs types KHD2-PT-Ex1.P, KFD2-PT-Ex1.

The original approval was issued to:

*Name:* Pepperl & Fuchs Aust. Pty Ltd.  
*Address:* Unit 7, 72-74 Chifley Drive, Preston VIC 3072.

J. F. WAUDBY,  
Senior Inspector of Electrical Engineering  
for Chief Inspector of Coal Mines

**COAL MINES REGULATION ACT 1982**

## Revocation of Approval

Revoked Approval No.: MDA Ex ia 11535.  
File No.: C97/0200.  
Date: 11 August 2006.

IT is hereby notified that the Chief Inspector of Coal Mines, pursuant to the provisions of Clause 70 of the Coal Mines (General) Regulation 1999, REVOKES the approval number quoted herein at the conclusion of the notification period. This means that the apparatus to which that approval number applied is no longer deemed to be approved for use in the hazardous zones of underground coal mines in New South Wales.

*Description:* Transformer Isolated Current Repeaters.  
*Identification:* Pepperl & Fuchs types KFD2-STC3-Ex1, KFD2-STV3-Ex1.

The original approval was issued to:

*Name:* Pepperl & Fuchs Aust. Pty Ltd.  
*Address:* Unit 7, 72-74 Chifley Drive, Preston VIC 3072.

J. F. WAUDBY,  
Senior Inspector of Electrical Engineering  
for Chief Inspector of Coal Mines

**COAL MINES REGULATION ACT 1982**

## Revocation of Approval

Revoked Approval No.: MDA Ex ia 11536.  
File No.: C97/0199.  
Date: 11 August 2006.

IT is hereby notified that the Chief Inspector of Coal Mines, pursuant to the provisions of Clause 70 of the Coal Mines (General) Regulation 1999, REVOKES the approval number quoted herein at the conclusion of the notification period. This means that the apparatus to which that approval number applied is no longer deemed to be approved for use in the hazardous zones of underground coal mines in New South Wales.

*Description:* Transformer Isolated Output Drivers.  
*Identification:* Pepperl & Fuchs types KFD2-CD-Ex1.32\*\* (0 to 25).

The original approval was issued to:

*Name:* Pepperl & Fuchs Aust. Pty Ltd.  
*Address:* Unit 7, 72-74 Chifley Drive, Preston VIC 3072.

J. F. WAUDBY,  
Senior Inspector of Electrical Engineering  
for Chief Inspector of Coal Mines

**MINERAL RESOURCES**

NOTICE is given that the following applications have been received:

**EXPLORATION LICENCE APPLICATIONS**

(06-4092)

No. 2798, BELLAMEL RESOURCES PTY LTD (ACN 120 922 161), area of 100 units, for Group 1, dated 27 July 2006. (Cobar Mining Division).

(06-4105)

No. 2811, ACCESS TRADING COMPANY PTY LTD (ACN 070 161 394), area of 34 units, for Group 2, dated 11 August 2006. (Mining Division).

(06-4125)

No. 2831, SANDY RESOURCES PTY LTD (ACN 119 286 261), area of 32 units, for Group 1, dated 22 August 2006. (Coffs Harbour Mining Division).

(06-4126)

No. 2832, SANDY RESOURCES PTY LTD (ACN 119 286 261), area of 74 units, for Group 1, dated 22 August 2006. (Coffs Harbour Mining Division).

(06-4127)

No. 2833, CULLEN EXPLORATION PTY LIMITED (ACN 077 371 165), area of 64 units, for Group 1, dated 23 August 2006. (Orange Mining Division).

(06-4128)

No. 2834, BALE CONSTRUCTIONS PTY LTD (ACN 100 772 423), area of 9 units, for Group 2, dated 24 August 2006. (Armidale Mining Division).

(06-4129)

No. 2835, FORGE MINERALS PTY LTD (ACN 121 258 713), area of 10 units, for Group 1 and Group 2, dated 29 August 2006. (Singleton Mining Division).

(06-4130)

No. 2836, FORGE MINERALS PTY LTD (ACN 121 258 713), area of 4 units, for Group 1 and Group 2, dated 29 August 2006. (Singleton Mining Division).

**MINING LEASE APPLICATION**

(06-5726)

No. 284, RESOURCE PACIFIC LIMITED (ACN 106 177 708), area of about 37.07 hectares, for the purpose of dam and dumping or depositing mine residues or tailings, dated 24 August 2006. (Singleton Mining Division).

IAN MACDONALD, M.L.C.,  
Minister for Mineral Resources

NOTICE is given that the following applications for renewal have been received:

(C95-2224)

Exploration Licence No. 5138, CENTENNIAL NEWSTAN PTY LIMITED (ACN 101 508 865), area of 1793 hectares. Application for renewal received 28 August 2006.

(T97-1341)

Exploration Licence No. 5527, JERVOIS MINING LIMITED (ACN 007 626 575), area of 26 units. Application for renewal received 25 August 2006.

(T01-0236)

Exploration Licence No. 5982, ZINTOBA PTY LTD (ACN 001 318 341), area of 18 units. Application for renewal received 29 August 2006.

(T02-0093)

Exploration Licence No. 5997, STRAITS (HILLGROVE) GOLD PTY LTD (ACN 102 660 506), area of 13 units. Application for renewal received 24 August 2006.

(T02-0071)

Exploration Licence No. 6001, PEREGRINE MINERAL SANDS NL (ACN 009 307 591), area of 124 units. Application for renewal received 28 August 2006.

(T02-0047)

Exploration Licence No. 6003, BIG ISLAND MINING LIMITED (ACN 112 787 470), area of 29 units. Application for renewal received 29 August 2006.

(04-523)

Exploration Licence No. 6304, MINEXCHANGE PROPRIETARY LIMITED (ACN 086 042 524) and Donald John PERKIN, area of 99 units. Application for renewal received 23 August 2006.

(04-525)

Exploration Licence No. 6305, MINEXCHANGE PROPRIETARY LIMITED (ACN 086 042 524) and Donald John PERKIN, area of 57 units. Application for renewal received 23 August 2006.

(T03-0893)

Exploration Licence No. 6309, AUGUR RESOURCES LTD (ACN 106 879 690), area of 71 units. Application for renewal received 25 August 2006.

(T03-0898)

Exploration Licence No. 6310, AUGUR RESOURCES LTD (ACN 106 879 690), area of 68 units. Application for renewal received 25 August 2006.

(T03-0899)

Exploration Licence No. 6311, AUGUR RESOURCES LTD (ACN 106 879 690), area of 99 units. Application for renewal received 25 August 2006.

(T03-0902)

Exploration Licence No. 6312, AUGUR RESOURCES LTD (ACN 106 879 690), area of 77 units. Application for renewal received 25 August 2006.

(T04-0023)

Exploration Licence No. 6313, AUZEX RESOURCES LIMITED (ACN 106 444 606), area of 50 units. Application for renewal received 25 August 2006.

IAN MACDONALD, M.L.C.,  
Minister for Mineral Resources

**TRANSFERS**

(05-464)

Mining Lease No. 887 (Act 1973), formerly held by MARULA HOLDINGS PTY LIMITED (ACN 002 513 466) has been transferred to HI QUALITY QUARRY (NSW) PTY LIMITED (ACN 104 362 110). The transfer was registered on 27 July 2006.

(05-464)

Mining Lease No. 888 (Act 1973), formerly held by MARULA HOLDINGS PTY LIMITED (ACN 002 513 466) has been transferred to HI QUALITY QUARRY (NSW) PTY LIMITED (ACN 104 362 110). The transfer was registered on 27 July 2006.

IAN MACDONALD, M.L.C.,  
Minister for Mineral Resources

### RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(C04-0224)

No. 426, MOLOPO AUSTRALIA LIMITED (ACN 003 152 154), area of 46 blocks, for a further term until 19 February 2010. Renewal effective on and from 13 July 2006.

IAN MACDONALD, M.L.C.,  
Minister for Mineral Resources

### COAL MINES REGULATION ACT 1982

#### Notice Of Approval

Approval No.: MDA GD 5069  
File No.: 06/5449  
Date: 17/08/06

#### App-Tek Odalog 70000IR Gas Monitor

PURSUANT to the provision of Clause 126, Part 8 Monitoring and detecting equipment Coal Mines (Underground) Regulation 1999, I hereby approve of the App-Tek Odalog 70000IR Gas Monitor supplied by App-Tek International Ltd, subject to the following conditions:

There shall be no variation in design, construction, or performance from that of the samples tested by the Mine Safety Technology Centre and reported in test reports no. 05/822, 04/841 and 04/482 unless approval for modification has been obtained. Any repair that may affect the instrument's explosion protection properties shall be carried out at a workshop registered for the purpose.

Prior to being placed in service each gas monitor shall be tested for accuracy and calibrated by a NATA accredited test authority and a NATA endorsed certificate supplied to the mine.

The supplier shall ensure that the apparatus supplied complies with the requirements of the Occupational Health and Safety Act 2000.

The employer(s) shall ensure that the apparatus is used in compliance with the Occupational Health and Safety Act 2000.

At each mine where the instrument is used, the Manager shall ensure that the instrument is maintained in accordance with the current Australian Standard AS2290.3 electrical equipment for coal mines – Maintenance and overhaul Part 3 Maintenance of gas detecting and monitoring equipment.

The Chief Inspector of Coal Mines may vary or revoke this approval at any time.

A copy of this notice shall be supplied with each gas monitor supplied to a mine or rescue station.

R REGAN,  
Chief Inspector of Coal Mines

### FISHERIES MANAGEMENT ACT 1994

#### Section 8 Notification – Fishing Closure - Shark Fins

I, RENATA BROOKS, Deputy Director-General Agriculture, Fisheries and Regional Relations, pursuant to section 8 of the Fisheries Management Act 1994 (the "Act") and being a duly delegated officer of the Minister and the Director-General pursuant to sections 227 and 228 of the Act do by this notification, prohibit the taking of any species of shark by any person on board any boat in any NSW waters, provided that, unless otherwise prohibited under the Act, a shark may be taken in accordance with following conditions:

1. The shark must remain whole with all fins attached and on board the boat until the boat berths at a port; or,
2. The shark may be cut across the body and vertically from the top of the body through the carcass (commonly referred to as a barrel) into portions and all such portions must remain on board the boat until the boat berths at a port; and,
3. The head, gills, gut and belly flaps (with ventral fins attached) may be removed and discarded prior to when the boat berths at a port. However, if the shark is a School Shark (*Galeorhinus galeus*) the head must not be removed.

This closure is valid for 5 years from the date of publication in the *Government Gazette*.

Dated this 25th day of August 2006.

RENATA BROOKS,  
Deputy Director-General Agriculture, Fisheries and  
Regional Relations,  
NSW Department of Primary Industries

Explanatory note: The purpose of this closure is to make illegal the practice of removing shark fins and the waste discard of the shark carcass. 'All fins' includes caudal, dorsal, tail and pectoral fins.

### POULTRY MEAT INDUSTRY ACT 1986

#### Processor Notification Fee Scheme

#### Section 8

I, B D BUFFIER, Director-General, pursuant to section 8 of the Poultry Meat Industry Act 1986 (the Act) hereby establish the following scheme for notification fees, payable pursuant to subsection 8 (1) (b) of the Act.

1. The notification fee is calculated at the rate of \$300.00 for each 12 months or part of 12 months during which an agreement is expressed to operate.
2. No more than half of this fee is to be passed onto the relevant grower.
3. This determination covers existing contracts.
4. This scheme is to take effect from the date of signing.



Dated this 23rd day of August 2006.

B. D. Buffier,  
 Director-General,  
 NSW Department of Primary Industries

(Clause 8)

**PROCESSOR NOTIFICATION TO  
 DIRECTOR-GENERAL**

(POULTRY MEAT INDUSTRY ACT 1986)

I .....  
 (Processor Company Representative)

of .....  
 (Processing Company Name and Address)

hereby notify the Director-General of the Department of  
 Primary Industries that an agreement has been entered into  
 with

.....  
 (Grower name)

of .....  
 (Grower address).

Agreement details:

The agreement is from ..... to .....  
 (Date) (Date)

Location of each address at which designated poultry is  
 to be grown under the agreement:

.....  
 (Address)

.....  
 (Address)

.....  
 (Address)

.....  
 (Address)

.....  
 (Address)

Local Government Area (s) .....

\*Area of poultry shedding (sq.m)/location .....

\*Area of Farm (ha)/location.....

\*Grower Contact Person .....

Phone number .....

Facsimile .....

Email .....

\*Optional

Signed.....

Date.....

Note: Section 8 (1) of the Act provides that the processor  
 must send this notification to the Director General of  
 Department of Primary Industries within one month  
 of a poultry growing agreement being entered into  
 with grower. Failure to comply with his requirement  
 is an offence.

A notification fee also applies.

This information may be supplied to Poultry Meat  
 Industry Committee.

**PLANT DISEASES ACT 1924**

Proclamation – P170

PROCLAMATION to regulate the importation, introduction  
 or bringing into New South Wales of certain items from  
 Western Australia on account of the pest European House  
 Borer

Her Excellency Professor MARIE BASHIR AC, CVO,  
 Governor

I, Professor MARIE BASHIR AC, CVO, Governor of the  
 State of New South Wales, with the advice of the Executive  
 Council:

Opinion

A. pursuant to section 4 (1) of the Plant Diseases Act  
 1924 and being of the opinion that any restricted item  
 from Western Australia is likely to introduce the pest  
 European House Borer into New South Wales, regulate  
 the importation, introduction or bringing into New South  
 Wales of any restricted item that originates from or has  
 moved through a Restricted Movement Zone or Priority  
 Management Zone of Western Australia;

Regulation

B. proclaim that a restricted item regulated under paragraph  
 A of this proclamation may only be imported, introduced  
 or brought into New South Wales if

(i) it is removed from a Restricted Movement Zone or,  
 where applicable, a Priority Management Zone, in  
 accordance with the (WA) Agriculture and Related  
 Resources Protection (European House Borer)  
 Regulations 2006, or

(ii) the Director, Animal and Plant Biosecurity, has  
 given written approval.

Definitions

C. proclaim that in this proclamation,  
 Director, Animal and Plant Biosecurity, means the  
 Director, Animal and Plant Biosecurity, of NSW  
 Department of Primary Industries

Priority Management Zone has the meaning given to it by  
 the (WA) Agriculture and Related Resources Protection  
 (European House Borer) Regulations 2006

restricted item means any product or article falling within  
 the definition of ‘pinewood’, ‘pinewood article’ or  
 ‘seasoned pinewood’ in the (WA) Agriculture and  
 Related Resources Protection (European House Borer)  
 Regulations 2006

Restricted Movement Zone has the meaning given to it by  
 the (WA) Agriculture and Related Resources Protection  
 (European House Borer) Regulations 2006

Notes: The NSW Department of Primary Industries’ reference  
 is P170.

For further information contact NSW Department of  
 Primary Industries on (02) 6391 3691.

Signed and sealed at Sydney this 23rd day of August  
 2006.

By Her Excellency’s Command

IAN MACDONALD, M.L.C.,  
 Minister for Primary Industries

GOD SAVE THE QUEEN!

## PROCLAMATION – P172

PROCLAMATION to declare pests and to proclaim certain diseases and pests as notifiable for the purposes of the Plant Diseases Act 1924

Her Excellency Professor MARIE BASHIR AC, CVO,  
Governor

I, Professor MARIE BASHIR AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council:

- A. pursuant to section 28B of the Plant Diseases Act 1924 ('the Act'), declare the organisms listed in Schedule 1 to be pests for the purposes of the Act;
- B. pursuant to section 10 of the Act, proclaim that section 10 of the Act applies in respect of the diseases and pests listed in Schedule 2; and
- C. pursuant to section 3 (2) (a) of the Act, revoke the Proclamations listed in Schedule 3 and any Proclamations revived as a result of these revocations.

## SCHEDULE 1

African big-headed ant (*Pheidole megacephala*)  
Electric ant (*Wasmannia auropunctata*)  
Red imported fire ant (*Solenopsis invicta*)  
Tropical fire ant (*Solenopsis geminata*)  
Yellow crazy ant (*Anoplolepis gracilipes*)

## SCHEDULE 2

Diseases and pests in plants recognised as endemic or sporadic in Australia

Bacterial wilt (*Ralstonia solanacearum*)  
Banana bunchy top virus (BBTV)  
Grape vine phylloxera (*Daktulosphaira vitifoliae*)  
Green snail (*Helix aperta*)  
Lupin anthracnose (*Colletotrichum gloeosporioides*)  
Mediterranean fruit fly (*Ceratitidis capitata*)  
Onion Smut (*Urocystis cepulae*)  
Orange stem pitting strain of Tristeza virus  
Potato cyst nematode (*Globodera rostochiensis*)  
Powdery scab (*Spongospora subterranea*)  
Spiraling whitefly (*Aleurodieus dispersus*)  
Tomato Yellow Leaf Curl Virus (TYLCV)  
Yellow crazy ant (*Anoplolepis gracilipes*)  
Diseases and pests in plants recognised as emergency or exotic  
African big-headed ant (*Pheidole megacephala*)  
Angular leaf spot (*Xanthomonas fragariae*)  
Armyworm (*Mythimna unipuncta*)  
Asparagus rust (*Puccinia asparagi*)  
Bacterial blight/Bacterial blight angular leaf spot (*Xanthomonas axonopodis* pv. *malvacearum*)  
Bacterial grain rot (*Burkholderia glumae*)  
Bakanae disease (*Gibberella fujikuroi*; *Fusarium fujikuroi*)  
Banana Bract Mosaic Disease (*Banana Bract Mosaic Virus*)  
Banana skipper butterfly (*Erionota thrax*)  
Black knot (*Apiosporina morbosus*)  
Blackline (*Nepovirus Cherry leaf roll virus*)  
Black rot (*Guignardia bidwellii*)  
Black Sigatoka (*Mycosphaerella fijiensis*)  
Blood Disease (*Blood Disease Bacterium*)  
Boll weevil (*Anthonomus grandis*)

Brown rot (*Monilinia fructigena*)  
Camellia petal blight (*Ciborinia camelliae*)  
Chestnut blight (*Cryphonectria parasitica*)  
Citrus Canker (*Xanthomonas axonopodis* pv. *citri*)  
Citrus psyllid (*Diaphorina citri*)  
Colorado potato beetle (*Leptinotarsa decemlineata*)  
Cotton leaf curl disease (*Begomovirus Cotton leaf curl virus*)  
Dutch elm disease (*Ceratocystis ulmi*)  
Electric ant (*Wasmannia auropunctata*)  
Eucalyptus rust (*Puccinia psidii*)  
European house borer (*Hylotrupes bajulus*)  
European stone fruit yellows (MLO)  
False codling moth (*Cryptophlebia leucotreta*)  
Fire blight (*Erwinia amylovora*)  
Freckle (*Guignardia musae*)  
Golden apple snail (*Pomacea canaliculata*)  
Grapevine leaf rust (*Phakopsora euvtis*)  
Grape root rot (*Roesleria subterranea*)  
Hazelnut blight (*Anisogramma anomala*)  
Hessian fly (*Mayetiola destructor*)  
High plains virus (*High plains virus*)  
Huanglongbing/Citrus Greening (*Liberobacter asiaticus*)  
Karnal bunt (*Tilletia indica*)  
Kernel smut of rice (*Tilletia barclayana*)  
Khapra beetle (*Trogoderma granarium*)  
Leaf scorch (*Stagonospora sacchari*)  
Lettuce aphid (*Nasonovia ribisnigri*)  
Mal Secco (*Phoma tracheiphila*)  
Mango pulp weevil (*Sternochetus frigidus*)  
Moko (*Ralstonia solanacearum* race 2)  
Navel orangeworm (*Amyelois transitella*)  
Oriental fruit fly (*Bactrocera dorsalis*)  
Pale potato cyst nematode (*Globodera pallida*)  
Panama disease Tropical race 4 (*Fusarium oxysporum* f.sp. *cubense*)  
Papaya fruit fly (*Bactrocera papayae*)  
Peach X disease (MLO)  
Pear fruit moth (*Numonia pirivorella*)  
Philippine fruit fly (*Bactrocera philippinensis*)  
Phytophthora (*Phytophthora fragariae* var. *fragariae*)  
Pierces disease (*Xylella fastidiosa*)  
Plum pox virus/sharka (*Potyvirus Plum pox virus*)  
Plum weevil (*Conotrachelus nenuphar*)  
Potato spindle tuber viroid (*Potato spindle tuber viroid*)  
Ramu Stunt (*Unknown*)  
Red banded borer (*Noorda albizonalis*)  
Red imported fire ant (*Solenopsis invicta*)  
Rice blast (*Magnaporthe grisea*)  
Rice water weevil (*Lissorhoptus oryzophilus*)  
Ring rot (*Clavibacter michiganensis* subsp. *sepedonicus*)  
Rosellinia root rot (*Rosellinia necatrix*)  
Rough strawberry weevil (*Otiiorhynchus rugosostriatus*)  
Russian wheat aphid (*Diuraphis noxia*)  
Rust red flour beetle (resistant) (*Tribolium castaneum*)  
South African citrus thrips (*Scirtothrips aurantii*)  
Spider mite (*Tetranychus piercei*)  
Stem borer (*Sesamia griseascens*)  
Strawberry bud weevil (*Anthonomus bisignatus*)  
Strawberry tortrix (*Acleris comariana*)  
Streak mosaic sugarcane streak mosaic (*Sugarcane Streak mosaic virus*)  
Sudden oak death (*Phytophthora ramorum*)  
Sugarcane downy mildew (*Peronosclerospora sacchari*)  
Sugarcane smut (*Ustilago scitaminea*)  
Sugarcane whitefly (*Aleurolobus barodensis*)

Summer fruit tortrix (*Adoxophyes orana*)  
 Texas root rot (*Phymatotrichum ominivorum*)  
 Tropical fire ant (*Solenopsis geminata*)  
 Variegated cutworm (*Peridroma saucia*)  
 Verticillium wilt (defoliating strain) (*Verticillium dahliae*)  
 Wheat spindle streak mosaic virus (*Wheat spindle streak  
 mosaic virus*)  
 White leaf (*Sugarcane White Leaf Phytoplasma*)

SCHEDULE 3

Proclamation Reference	New South Wales Government		Gazette Page Number
	Gazette Numbers	Date of Gazette	
P29	131	27 October 1995	7433
P30	138	10 November 1995	7727
P38	64	18 June 1997	4389
P46	4	8 January 1999	34
P60	53	30 April 1999	2948
P62	4	8 January 1999	35
P74	126	28 August 1998	6942
P163	125	10 October 2005	8737- 8739

Notes: Section 10 (1) of the Act requires the occupier of any land or premises in which any disease or pest (in respect of which section 10 of the Act applies) appears to give written notice, within 24 hours after first discovering or becoming aware of the appearance of the disease or pest, to an inspector or the Director-General of NSW Department of Primary Industries.

For further information, contact NSW Department of Primary Industries on (02) 6391 3691.

NSW Department of Primary Industries' reference is P172. Proclamation P172 is available on NSW Department of Primary Industries website <http://www.dpi.nsw.gov.au/aboutus/about/legislation>

Signed and sealed at Sydney this 23rd day of August 2006.

By Her Excellency's Command

IAN MACDONALD, M.L.C.,  
 Minister for Primary Industries

GOD SAVE THE QUEEN!



## Roads and Traffic Authority

### ROAD TRANSPORT (GENERAL) ACT 2005

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005

GREATER HUME SHIRE COUNCIL in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which B Doubles may be used subject to any requirements or conditions set out in the Schedule.

STEVEN PINNUCK,  
Acting General Manager, Greater Hume Shire Council  
(by delegation from the Minister for Roads)  
22/8/2006

#### SCHEDULE

**1. Citation**

This Notice may be cited as Greater Hume Shire Council B-Doubles Notice No. 01 2006.

**2. Commencement**

This Notice takes effect on Friday, 25 August.

**3. Effect**

This Notice remains in force until Tuesday, 31 October 2006, unless it is amended or repealed earlier.

**4. Application**

This Notice applies to those B-Double vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 4 of the Road Transport (Vehicle Registration) Regulation 1998.

**5. Routes**

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
State.	SH20 – East of Bungowannah Road.	Riverina Highway.	00m east of Bungowannah Road.	550m.	For local deliveries and pick-ups only.
Local.	3770 – south of Riverina Highway.	Kensall Green Road.	00m south of Riverina Highway.	1.5km.	For local deliveries and pick-ups only.

### ROAD TRANSPORT (GENERAL) ACT 2005

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005

HOLROYD CITY COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

D. TREZISE,  
General Manager, Holroyd City Council  
(by delegation from the Minister for Roads)  
17 July 2006

#### SCHEDULE

**1. Citation**

This Notice may be cited as the Holroyd City Council 4.6m High Vehicle Notice No. 1/2006.

**2. Commencement**

This Notice takes effect on the date of gazettal.

**3. Effect**

This Notice remains in force until 31 December 2007, unless it is amended or repealed earlier.

**4. Application**

This Notice applies to those B-Double vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 4 of the Road Transport (Vehicle Registration) Regulation 1998.

**5. Routes**

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
25.	Pine Road, Yennora.	Dursley Road.	Bell Crescent.
25.	Loftus Road, Yennora.	Pine Road.	Boola Avenue.

**ROADS TRANSPORT (GENERAL) ACT 2005**

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation, 2005

BATHURST REGIONAL COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading and Access) Regulation 2005, by this Notice, specify the routes and areas on or in which B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

DAVID SHERLEY,  
General Manager, Bathurst Regional Council  
(by delegation from the Minister for Roads)

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**SCHEDULE**
**1. Citation**

This Notice may be cited as the Bathurst Regional Council B-Doubles Notice No. 3/2006.

**2. Commencement**

This Notice takes effect on the date of Gazettal.

**3. Effect**

This Notice remains in force from Thursday 28 September 2006 to Monday 2 October 2006 unless it is amended or repealed earlier.

**4. Application**

4.1 This Notice applies to B-Doubles that comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 4 to the Road Transport (Vehicle Registration) Regulation 1998.

**5. Routes**

B-Double routes within the Bathurst Regional Council

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting point</i>	<i>Finishing point</i>	<i>Conditions</i>
25	MR54	Bentinck Street, Bathurst	Great Western Highway	Rocket Street	
25	MR54	Rocket Street, Bathurst	Bentinck Street	Havannah Street	
25	000	Havannah Street, Bathurst	Rocket Street	Panorama Avenue	
25	000	Panorama Avenue, Bathurst	Havannah Street	Pit Straight	
25	000	Pit Straight, Bathurst	Panorama Avenue	Pit Complex	

**ROADS TRANSPORT (GENERAL) ACT 2005**

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation, 2005

BATHURST REGIONAL COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading and Access) Regulation 2005, by this Notice, specify the routes and areas on or in which B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

DAVID SHERLEY,  
General Manager, Bathurst Regional Council  
(by delegation from the Minister for Roads)

**SCHEDULE****1. Citation**

This Notice may be cited as the Bathurst Regional Council B-Doubles Notice No. 4/2006.

**2. Commencement**

This Notice takes effect on the date of Gazettal.

**3. Effect**

This Notice remains in force from Wednesday 4 October 2006 unless it is amended or repealed earlier.

**4. Application**

4.1 This Notice applies to B-Doubles that comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 4 to the Road Transport (Vehicle Registration) Regulation 1998.

**5. Routes**

B-Double routes within the Bathurst Regional Council

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting point</i>	<i>Finishing point</i>	<i>Conditions</i>
25	000	Pit Straight Bathurst	Pit Complex	Panorama Avenue	
25	000	Panorama Avenue, Bathurst	Pit Straight	Havannah Street	
25	000	Havannah Street, Bathurst	Panorama Avenue	Great Western Highway	
25	000	William Street, Bathurst	Great Western Highway	Panorama Avenue	
25	000	Panorama Avenue, Bathurst	William Street	Pit Straight	
25	000	Pit Straight, Bathurst	Panorama Avenue	Pi Complex	

**ROADS TRANSPORT (GENERAL) ACT 2005**

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation, 2005

BATHURST REGIONAL COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading and Access) Regulation 2005, by this Notice, specify the routes and areas on or in which B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

DAVID SHERLEY,  
General Manager, Bathurst Regional Council  
(by delegation from the Minister for Roads)

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**SCHEDULE**
**1. Citation**

This Notice may be cited as the Bathurst Regional Council B-Doubles Notice No. 5/2006.

**2. Commencement**

This Notice takes effect on the date of Gazettal.

**3. Effect**

This Notice remains in force from Sunday 8 October 2006 to Tuesday 10 October 2006 unless it is amended or repealed earlier.

**4. Application**

4.1 This Notice applies to B-Doubles that comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 4 to the Road Transport (Vehicle Registration) Regulation 1998.

**5. Routes**

B-Double routes within the Bathurst Regional Council

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting point</i>	<i>Finishing point</i>	<i>Conditions</i>
25	000	Pit Straight, Bathurst	Pit Complex	Panorama Avenue	
25	000	Panorama Avenue, Bathurst	Pit Straight	Havannah Street	
25	000	Havannah Street, Bathurst	Panorama Avenue	Rocket Street	
25	MR54	Rocket Street, Bathurst	Havannah Street	Bentinck Street	
25	MR54	Bentinck Street, Bathurst	Rocket Street	Great Western Highway	

**ROADS ACT 1993****LAND ACQUISITION (JUST TERMS  
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition and Dedication as  
Public Road of Land at Drummoyne in the  
Canada Bay City Council area

THE Roads and Traffic Authority of New South Wales by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the Schedule below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Roads Act 1993 and further dedicates the land as public road under Section 10 of the Roads Act 1993.

T D Craig  
Manager, Compulsory Acquisition & Road Dedication  
Roads and Traffic Authority of New South Wales

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SCHEDULE

ALL those pieces or parcels of Crown land situated in the Canada Bay City Council area, Parish of Concord and County of Cumberland, shown as Lots 12 and 13 Deposited Plan 1091704, being parts of the land in Auto Consol 15521-38.

(RTA Papers: FPP 6M1608; RO 93.12056)

**ROADS ACT 1993****LAND ACQUISITION (JUST TERMS  
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land at  
Lane Cove West in the Lane Cove Municipal Council area

THE Roads and Traffic Authority of New South Wales by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the Schedule below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Roads Act 1993.

T D Craig  
Manager, Compulsory Acquisition & Road Dedication  
Roads and Traffic Authority of New South Wales

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SCHEDULE

ALL that piece or parcel of land situated in the Lane Cove Municipal Council area, Parish of Willoughby and County of Cumberland, shown as:

Lot 37 Deposited Plan 1071752, being part of the land in Certificate of Title 8/1055994.

The land is said to be in the possession of Lane Cove Municipal Council.

(RTA Papers: FPP 6M2915; RO 254.11087)

**ROADS ACT 1993****LAND ACQUISITION (JUST TERMS  
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land at Windsor  
in the Hawkesbury City Council area

THE Roads and Traffic Authority of New South Wales by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the Schedule below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Roads Act 1993.

T D Craig  
Manager, Compulsory Acquisition & Road Dedication  
Roads and Traffic Authority of New South Wales

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**SCHEDULE**

ALL those pieces or parcels of land situated in the Hawkesbury City Council area, Parish of St Matthew and County of Cumberland, shown as Lots 103 and 104 Deposited Plan 1101551, being parts of the land Dedicated for Roman Catholic Burial Ground by half monthly return 1833/22.

The land is said to be in the possession of the Crown and Hawkesbury City Council (Trustee).

(RTA Papers: FPP 6M26; RO 91.12145)

## Other Notices

### ASSOCIATIONS INCORPORATION ACT 1984

Cancellation of incorporation pursuant to  
Sections 55A and 55B

TAKE notice that the incorporation of the following associations is cancelled by this notice pursuant to sections 55A and 55B of the Associations Incorporation Act 1984.

Cancellation is effective as at the date of gazettal.

Ladies Probus Club of Longueville Incorporated  
Y1801145  
Newcastle Pensioner Advisory Association Inc  
Y0328441  
Responsible Fishing Association of New South Wales  
Incorporated Inc9877715  
Abundant Living Ministries Incorporated Inc9880196  
Stanmore Social Incorporated Inc9880714  
Laksevana Senior Citizens Welfare Association of  
NSW Australia Incorporated Inc9884370  
Leeton Picnic Race Club Incorporated Inc9879714  
Murringo Tennis Club Incorporated Y1950221  
West Guys Incorporated Y2804816  
Winmalee Youth Service Incorporated Y2626224  
Independent Living Centre of New South Wales Inc  
Y1170008  
Shenpen Australia Incorporated Inc9875119  
Evening and Community Colleges Association of  
NSW Inc Y1116847  
Arthurian Association of Australia Incorporated  
Inc3418583  
Flush Media Incorporated Inc9879962  
Wallabadah Public Hall Committee Incorporated  
Y2871503  
Harvest Christian Community Incorporated  
Inc9880874  
Central West Youth Support Group Incorporated  
Inc9876011  
Yuraygir Golf and Recreation Club Inc Y1426730  
Triton Owners Club (Central Coast) Incorporated  
Inc9874769

CHRISTINE GOWLAND,  
Manager, Financial Analysis Branch,  
Registry of Co-operatives and Associations,  
Office of Fair Trading,  
Department of Commerce  
29 August 2006

### CIVIL LIABILITY ACT 2002

Order

I, ROBERT JOHN DEBUS, M.P., Attorney General, in pursuance of section 17(1) of the Civil Liability Act 2002, by this Order, declare the amount that is to apply for the purposes of section 16(2) of the Civil Liability Act to be \$427 000 from 1 October 2006.

Signed at Sydney, this 24th day of August 2006.

ROBERT JOHN DEBUS, M.P.,  
Attorney General

### CONSTITUTION ACT 1902

Ministerial Arrangements During the Absence of the  
Minister For Housing

PURSUANT to section 36 of the Constitution Act 1902, Her Excellency the Governor, with the advice of the Executive Council, has authorised the Hon. D. BEAMER, M.P., Minister for Western Sydney, Minister for Fair Trading, and Minister Assisting the Minister for Commerce, to act for and on behalf of the Minister for Housing, as on and from 1 September 2006, with a view to his performing the duties of the Honourable C. A. BURTON, M.P., during her absence from duty.

MORRIS IEMMA, M.P.,  
Premier

The Cabinet Office, Sydney, 2006.

### CO-OPERATIVES ACT 1992

Notice under Section 601AA of the Corporations Act 2001 as Applied by Section 325 of the Co-operatives Act 1992

NOTICE is hereby given that the Co-operative mentioned below will be deregistered when two months have passed since the publication of this notice.

NSW Farmers' Co-operative Limited.

Dated this 24th day of August 2006.

C. GOWLAND,  
Delegate of the Registrar of Co-operatives

### CO-OPERATIVES ACT 1992

Notice under Section 601AC of the Corporations Act 2001 as Applied by Section 325 of the Co-operatives Act 1992

NOTICE is hereby given that the Co-operative mentioned below will be deregistered when three months have passed since the publication of this notice.

Australis Olive Producers Co-operative Limited.

Dated this 24th day of August 2006.

C. GOWLAND,  
Delegate of the Registrar of Co-operatives

### EXPLOSIVES REGULATION 2005

Exemption Order No. CE 2006/0004

I, JOHN WATSON, General Manager of the Occupational Health and Safety Division, WorkCover Authority of New South Wales, pursuant to Clause 94 of the Explosives Regulation 2005 (the Regulation), make the following Order.

Dated this 29th day of August 2006.

JOHN WATSON,  
General Manager,  
Occupational Health and Safety Division,  
WorkCover Authority of New South Wales



### Explanatory Note

Clause 94 of the Explosives Regulation 2005 (the Regulation), provides that the regulatory authority may, by order published in the *New South Wales Government Gazette*, exempt any class of persons or things from a specified provision of the Regulation. This order exempts a class of persons from the requirement under Clause 15(1) of the Regulation to be authorised by a Blasting Explosives Users Licence and an Unsupervised Handling Licence granted under Clause 16 of the Regulation, subject to certain conditions.

## Explosives Regulation 2005 – Exemption Order No. CE 2006/0004

### 1. Name of Order

This order is the Explosives Regulation 2005: Exemption Order No. CE 2006/0004.

### 2. Commencement

This Order commences on the date that it is published in the *New South Wales Government Gazette*, and has effect for a period of three months from that date, unless sooner withdrawn by WorkCover under Clause 94(5) of the Regulation.

### 3. Exemption

A person who, immediately before the commencement of this Order, was authorised under the Dangerous Goods Act 1975, Coal Mines Regulation Act 1982 or Mines Inspection Act 1901, to carry out activities of the type required to be authorised under a Blasting Explosives Users Licence granted under the Regulation is exempt from Clause 15(1) of the Regulation to the extent that that provision requires a person handling explosives or explosive precursors to be authorised to carry out activities under a Blasting Explosives Users Licence and an Unsupervised Handling Licence granted under Clause 16 of the Regulation.

### 4. Conditions

The Exemption is subject to the following conditions:

1. A person must have lodged a complete and correct application for an Unsupervised Handling Licence, by 1 September 2006.
2. A person must have lodged a complete and correct application for a Blasting Explosive Users Licence, by 1 September 2006.
3. The Exemption does not apply to a person: where a Blasting Explosives Users Licence and/or an Unsupervised Handling Licence has been granted by the Regulatory Authority to that person; or where an application made by that person for a Blasting Explosives Users Licence and/or Unsupervised Handling Licence has been refused by the Regulatory Authority.
4. A person must ensure that any Security Sensitive Dangerous Substances possessed by that person are stored in a safe and secure manner.

### 5. Definitions

In this Order:

“Act” means the Explosives Act 2003.

“Blasting Explosive Users Licence” means a blasting explosives users licence granted under Sub-clause 16(h)

of the Regulation giving authority to carry out activities under Clause 24 of the Regulation.

“Explosives” has the same meaning as in section 3 of the Act.

“Explosive precursors” has the same meaning as in section 3 of the Act.

“Regulation” means the Explosives Regulation 2005.

“Regulatory Authority” has the same meaning as in section 4 of the Act.

“Security sensitive dangerous substance” has the same meaning as in Clause 3 of the Regulation.

“Unsupervised Handling Licence” means an unsupervised handling licence granted under Sub-clause 16(l) of the Regulation giving authority to carry out activities under Clause 27 of the Regulation.

Note: Under Clause 95 of the Regulation, a Register of Exemptions must be kept by WorkCover NSW and be available for public inspection upon request

## GEOGRAPHICAL NAMES ACT 1966

PURSUANT to the provisions of section 10 of the Geographical Names Act 1966, the Geographical Names Board has this day assigned the geographical names listed hereunder.

Assigned Name: Catalina Bay.  
Designation: Bay.  
L.G.A.: Lake Macquarie City Council.  
Parish: Awaba.  
County: Northumberland.  
L.P.I. Map: Swansea.  
1:100,000 Map: Lake Macquarie 9231.  
Reference: GNB 5109.

Assigned Name: Durawi Park.  
Designation: Reserve.  
L.G.A.: Blacktown City Council.  
Parish: Rooty Hill.  
County: Cumberland.  
L.P.I. Map: Riverstone.  
1:100,000 Map: Penrith 9030.  
Reference: GNB 5108.

Assigned Name: Mugar Bija Reserve.  
Designation: Reserve.  
L.G.A.: Blacktown City Council.  
Parish: Prospect.  
County: Cumberland.  
L.P.I. Map: Prospect.  
1:100,000 Map: Penrith 9030.  
Reference: GNB 5108.

Assigned Name: Griffin Park.  
Designation: Reserve.  
L.G.A.: Pittwater Council.  
Parish: Narrabeen.  
County: Cumberland.  
L.P.I. Map: Mona Vale.  
1:100,000 Map: Sydney 9130.  
Reference: GNB 5105.



Assigned Name: Bothams Beach.  
 Designation: Beach.  
 L.G.A.: Pittwater Council.  
 Parish: Narrabeen.  
 County: Cumberland.  
 L.P.I. Map: Mona Vale.  
 1:100,000 Map: Sydney 9130.  
 Reference: GNB 5105.

Assigned Name: Driftway Reserve.  
 Designation: Reserve.  
 L.G.A.: Holroyd City Council.  
 Parish: Prospect.  
 County: Cumberland.  
 L.P.I. Map: Prospect.  
 1:100,000 Map: Penrith 9030.  
 Reference: GNB 5098.

Assigned Name: Nelson Square.  
 Designation: Reserve.  
 L.G.A.: Holroyd City Council.  
 Parish: Prospect.  
 County: Cumberland.  
 L.P.I. Map: Prospect.  
 1:100,000 Map: Penrith 9030.  
 Reference: GNB 5098.

Assigned Name: Tuabilli Park.  
 Designation: Reserve.  
 L.G.A.: Blacktown City Council.  
 Parish: Prospect.  
 County: Cumberland.  
 L.P.I. Map: Prospect.  
 1:100,000 Map: Penrith 9030.  
 Reference: GNB 5108.

Assigned Name: Grey Box Reserve.  
 Designation: Reserve.  
 L.G.A.: Holroyd City Council.  
 Parish: Prospect.  
 County: Cumberland.  
 L.P.I. Map: Prospect.  
 1:100,000 Map: Penrith 9030.  
 Reference: GNB 5098.

Assigned Name: Dirrabari Reserve.  
 Designation: Reserve.  
 L.G.A.: Holroyd City Council.  
 Parish: Prospect.  
 County: Cumberland.  
 L.P.I. Map: Prospect.  
 1:100,000 Map: Penrith 9030.  
 Reference: GNB 5098.

Assigned Name: Wittama Park.  
 Designation: Reserve.  
 L.G.A.: Holroyd City Council.  
 Parish: Prospect.  
 County: Cumberland.  
 L.P.I. Map: Prospect.  
 1:100,000 Map: Penrith 9030.  
 Reference: GNB 5098.

Assigned Name: Sir Roden Cutler VC Memorial  
 Interchange.  
 Designation: Landmark.  
 L.G.A.: Liverpool.  
 Parish: St Luke.  
 County: Cumberland.  
 L.P.I. Map: Liverpool.  
 1:100,000 Map: Penrith 9030.  
 Reference: GNB 5074.

Assigned Name: Owl Park.  
 Designation: Reserve.  
 L.G.A.: Wyong Shire Council.  
 Parish: Munmorah.  
 County: Northumberland.  
 L.P.I. Map: Wyong.  
 1:100,000 Map: Gosford 9131.  
 Reference: GNB 5114.

Assigned Name: Stanhope Gardens Reserve.  
 Designation: Reserve.  
 L.G.A.: Blacktown City Council.  
 Parish: Gidley.  
 County: Cumberland.  
 L.P.I. Map: Riverstone.  
 1:100,000 Map: Penrith 9030.  
 Reference: GNB 5113.

Assigned Name: Pauline Fields Park.  
 Designation: Reserve.  
 L.G.A.: Penrith City Council.  
 Parish: Mulgoa.  
 County: Cumberland.  
 L.P.I. Map: Penrith.  
 1:100,000 Map: Penrith 9030.  
 Reference: GNB 5111.

Assigned Name: Paradise Reserve.  
 Designation: Reserve.  
 L.G.A.: City of Sydney Council.  
 Parish: St Andrew.  
 County: Cumberland.  
 L.P.I. Map: Parramatta River.  
 1:100,000 Map: Sydney 9130.  
 Reference: GNB 5115.

The position and the extent for these features are recorded and shown within the Geographical Names Register of New South Wales. This information can be accessed through the Board's Web Site at [www.gnb.nsw.gov.au](http://www.gnb.nsw.gov.au).

WARWICK WATKINS  
 Chairperson

Geographical Names Board,  
 PO Box 143, Bathurst NSW 2795.

#### GEOGRAPHICAL NAMES ACT 1966

Notice of Determination of Address Locality Names and Boundaries within the Brewarrina Local Government Area  
 PURSUANT to the provisions of section 10 of the Geographical Names Act 1966, the Geographical Names Board hereby notifies that it has this day assigned address locality names and boundaries in the Brewarrina Local Government Area as shown on map GNB3742-1.

The following six names are assigned for address localities as shown on map GNB3742-1: Enngonia, Weilmoringle, Goodooga, Angledool, Collerina, Talawanta, Brewarrina, Narran Lake, Bogan, Byrock, Gongolgon, Coolabah and The Marra.

The position and extent of these features is recorded and shown within the Geographical Names Register of New South Wales. This information can be accessed through the Board's web site at [www.gnb.nsw.gov.au](http://www.gnb.nsw.gov.au).

WARWICK WATKINS,  
Chairperson

Geographical Names Board,  
PO Box 143, Bathurst NSW 2795.

### GEOGRAPHICAL NAMES ACT 1966

Notice of Determination of Address Locality Names and Boundaries within the Walcha Local Government Area

PURSUANT to the provisions of section 10 of the Geographical Names Act 1966, the Geographical Names Board hereby notifies that it has this day assigned address locality names and boundaries in the Walcha Local Government Area as shown on map GNB3816-1-A.

The following six names are assigned for address localities as shown on map GNB3816-1-A: Niangala, Nowendoc, Walcha, Walcha Road, Woolbrook and Yarrowitch.

The position and extent of these features is recorded and shown within the Geographical Names Register of New South Wales. This information can be accessed through the Board's web site at [www.gnb.nsw.gov.au](http://www.gnb.nsw.gov.au).

WARWICK WATKINS,  
Chairperson

Geographical Names Board,  
PO Box 143, Bathurst NSW 2795.

### HERITAGE ACT 1977

Direction pursuant to Section 34(1)(a)  
to List an Item on the State Heritage Register

Berry Museum – SHR No. 1755

IN pursuance of section 34(1)(a) of the Heritage Act 1977, I, the Minister for Planning, having considered a recommendation of the Heritage Council of New South Wales, direct the Council to list the item of environmental heritage specified in Schedule "A" on the State Heritage Register. This listing shall apply to the curtilage or site of the item, being the land described in Schedule "B".

Dated at Sydney, this 31st day of July 2006.

FRANK SARTOR, M.P.,  
Minister for Planning

#### SCHEDULE "A"

The item known as Berry Museum, 165 Queen Street, Berry, situated on the land described in Schedule "B".

#### SCHEDULE "B"

All those pieces or parcels of land known as Lot 1, DP 221105, Parish of Coolangatta, County of Camden, shown on the plan catalogued HC 2109 in the Office of the Heritage Council of New South Wales.

### MARITIME SERVICES ACT 1935

Notification

Limitation of Speed of Vessels Within  
Certain Navigable Waters

THE Maritime Authority of NSW (trading as NSW Maritime), in pursuance of the provisions of section 13SA of the Maritime Services Act 1935, does, from the date of publication of this notification in the *Government Gazette*:

- (a) Revoke the notification appearing in *Government Gazette* No.186 of 5 December 1986 which limits the speed of vessels in the area described as the Murray River (Echuca – Moama) Area.
- (b) Limit the speed of vessels of the class set out hereunder in the navigable water described in the first column of the Table of Area and Maximum Speed set out hereunder to a speed not exceeding that stated opposite that area in the second column of that Table of Area and Maximum Speed.

Class: All vessels propelled by mechanical means except:

- (a) Vessels engaged in an activity authorised under an Aquatic Licence issued by NSW Maritime under Clause 8 of the Water Traffic Regulations – NSW; and;
- (b) Vessels the subject of a written Exemption issued by NSW Maritime.

#### TABLE OF AREA AND MAXIMUM SPEED

<i>First Column</i>	<i>Second Column</i>
<p>Murray River (Echuca – Moama West) Area:</p> <p>The navigable waters of that part of the Murray River at Echuca – Moama enclosed between lines directly across the waterway firstly in the west at a point on the southern bank fifty (50) metres downstream of the Victoria Park</p> <p>Boat Launching Ramp at Echuca and secondly in the east at a point on the southern bank at Aquatic Reserve at Echuca three hundred (300) metres downstream of the Road and Rail bridges crossing of the Murray River.</p>	Four Knots
<p>Murray River (Echuca – Moama East) Area:</p> <p>The navigable waters of that part of the Murray River and Horseshoe Lagoon at Echuca – Moama enclosed between lines directly across the waterway firstly in the west at a point on the southern bank at Aquatic Reserve at Echuca three hundred (300) metres downstream of the Road and Rail bridges crossing of the Murray River and secondly in the east at a point approximately three thousand (3000) metres upstream of those bridges at a point known as Bowers Bend.</p>	Eight Knots

Dated this 29th day of August 2006

Brett Moore  
Acting Chief Executive

**PESTICIDES ACT 1999**

Notice under Section 48 (4)

NOTICE is hereby given, pursuant to section 48 (4) of the Pesticides Act 1999, that I have granted a Pilot (Pesticide Rating) Licence, particulars of which are stated in the Schedule.

ALAN RITCHIE,  
Manager Dangerous Goods,  
Environment Protection Authority  
by delegation

**SCHEDULE**

Pilot (Pesticide Rating) Licence

<i>Name and address of Licensee</i>	<i>Date of Granting of Licence</i>
Mr Barry Douglas Christie 152 Ohio North Road Walcha NSW 2354	30 August 2006

**PROFESSIONAL STANDARDS ACT 1994**

Notification pursuant to Section 13  
Engineers Australia Scheme

PURSUANT to section 13 of the Professional Standards Act 1994, I authorise the publication of the Engineers Australia Scheme. The Scheme will commence two months from the date of publication.

BOB DEBUS, M.P.,  
Attorney General

**PUBLIC LOTTERIES ACT 1996**

Rules – Keno

I, the Honourable GRANT McBRIDE, M.P., Minister for Gaming and Racing being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”), pursuant to section 23 of the Act, DO HEREBY APPROVE the amendments to the Rules for the conduct of games of Keno by the joint licensees Jupiters Gaming (NSW) Pty Ltd and ClubKeno Holdings Pty Limited as set out in the addendum to this instrument. These amended Rules take effect on and from 1 September 2006.

Dated this 28th day of August 2006.

The Hon. GRANT McBRIDE, M.P.,  
Minister for Gaming and Racing

**PUBLIC LOTTERIES ACT 1996**

Rules for Games of Keno

The Keno Rules dated 23rd November 1998 (as amended by addenda dated 17th May 1999, 13th September 1999, 1st July 2000, 25th May 2001, 1st March 2002, 1st September 2002, 1st February 2003, 27th June 2003, 18th October 2004, 21st November 2005) are further amended as set out in this Addendum.

This Addendum is effective on and from 1st September 2006.

**1. Rule 15 Payment of Prizes**

Delete section (d) (i) and (ii) of the existing Rule and insert the following as an update to the new payout limit for section (d) (i) and (ii) only :

- (d) Subject to Rules 16, 17 and 20, a claim for the payment of a prize may be made at the Premises of any Club up to twelve months after the Keno Day on which the game in respect of which the prize is claimed was Drawn.
- (i) For prizes under \$10,000, the first \$2,000 of the Total Prize Money, subject to the limit specified by that Club, may be paid in cash (or, in the case of a Casino Licensee, cash and/or Chips). Amounts over \$2,000 of the Total Prize Money will be paid by means of a Crossed Cheque payable to the claimant or if the claimant requests, by means of electronic funds transfer to an account nominated by the claimant.
- (ii) Prizes of \$10,000 and over will be paid by means of a Crossed Cheque payable to the claimant drawn on the Prize Fund. Subject to the limit specified by that Club, the first \$2,000 of the Total Prize Money may be paid in cash (or, in the case of a Casino Licensee, cash and/or chips).

**ROADS ACT 1993**

Order under Section 150

Transfer of Public Road from One Roads Authority to  
Another

IN pursuance of the provisions of Section 150, Roads Act 1993, the public roads specified in Schedule 1 are transferred from the Sydney Harbour Foreshore Authority to the Council of the City of Sydney.

ERIC ROOZENDAAL, M.L.C.,  
Minister for Roads

**SCHEDULE 1**

*Land District – Metropolitan;  
Local Government Area – Sydney; Parish – St Andrew;  
County – Cumberland.*

Cadigal Avenue, Bowman Street East and Mount Street Walk, Lot 32, DP 1010428.

Cadigal Avenue, Lot 34, DP 1061957.

Bowman Street East, Lots 29, 30 and 31, DP 1028012.

Mount Street and Refinery Drive, Lot 18, DP 1011428 and Lot 29, DP 1042979.

Quarrymaster Drive, Lot 1, DP 1079424.

Antias Avenue/Distillery Drive, Lot 55, DP 1072361.

**RURAL FIRES ACT 1997**

Local Bush Fire Danger Period Variation

PURSUANT to section 82 of the Rural Fires Act 1997, as amended, the Commissioner of the NSW Rural Fire Service, following consultation with the local stakeholders, declares the following Local Bush Fire Danger Period Variation:

Area of Variation:

Nambucca Shire Council.

The Local Bush Fire Danger period has been extended for the period 1 September until 30 September 2006.

During this period permits pursuant to section 87 of the Rural Fires Act 1997, as amended, will be required for the lighting of fire for the purposes of land clearance or fire breaks.

PHIL KOPERBERG, AO, AFSM, BEM,  
Commissioner

### RURAL FIRES ACT 1997

#### Local Bush Fire Danger Period Variation

PURSUANT to section 82 of the Rural Fires Act 1997, as amended, the Commissioner of the NSW Rural Fire Service, following consultation with the local stakeholders, declares the following Local Bush Fire Danger Period Variation:

Area of Variation:

Kempsey Shire Council.

The Local Bush Fire Danger period has been extended for the period 1 September until 30 September 2006.

During this period permits pursuant to section 87 of the Rural Fires Act 1997, as amended, will be required for the lighting of fire for the purposes of land clearance or fire breaks.

PHIL KOPERBERG, AO, AFSM, BEM,  
Commissioner

### STATE PROPERTY AUTHORITY ACT 2006

#### Allocation of the Administration of the State Property Authority Act 2006

HER Excellency the Governor, with the advice of the Executive Council, has approved of the administration of the State Property Authority Act 2006, being vested in the Minister for Finance.

MORRIS IEMMA, M.P.,  
Premier

The Cabinet Office, Sydney,  
1 September 2006.

### TOTALIZATOR ACT 1997

#### TAB Limited Fixed Odds Racing (Futures) Betting Rules

IN accordance with the provision of section 54(1) of the Totalizator Act 1997, the Minister for Gaming and Racing has approved of amendments to the TAB Limited Fixed Odds Racing (Futures) Betting Rules which were published in the *New South Wales Government Gazette* on 1 January 2001.

Delete the title "TAB LIMITED FIXED ODDS RACING (FUTURES) BETTING RULES" and insert the new title "TAB LIMITED FIXED PRICE RACING (FUTURES) BETTING RULES".

Replace the words "Fixed Odds Racing (Futures) Betting Rules" wherever appearing in the Rules with the words "Fixed Price Racing (Futures) Betting Rules".

#### 1. Preliminary

Renumber Clause 1.5 as Clause 1.6.

Insert the following new Clause 1.5

1.5 If the stewards request the disclosure of personal information pertaining to accounts or transactions,

the customer shall be deemed for the purposes of the Act to have consented to the TAB providing such personal information to the stewards.

#### 2. Definitions

Delete 'Dividend' definition and replace the words "dividend" or "dividends" with the words "payout" or "payouts", as the case may be, wherever occurring throughout the Rules.

Delete 'Odds' definition and replace the word "odds" with "price" wherever occurring throughout the Rules.

Replace the word "return" with the word "payout" wherever occurring throughout the Rules.

Insert in alphabetical order in Clause 2:

'Payout' means the amount payable to a particular investor should the result wagered upon by that investor in fact occur and includes the total amount wagered upon the result.

'Price' means either:

- when expressed in monetary terms, the payout for an outlay of a certain monetary unit, inclusive of the unit of outlay, or
- when expressed in fractional terms the ratio of win to stake.

"Proposition" means a given result or combination of results which may occur in any event upon which TAB operates.

#### 3. Transactions

Replace the words "odds are" with the words "price is" where occurring in Clause 3.1.1.

Insert the following after Clause 3.1.6:

3.1.7 TAB may delegate to its duly authorised employees or agents its powers in respect to the setting of prices, acceptance or refusal of individual bets and the recording of such bets and such other matters as it may determine from time to time.

Replace the words "dividend payable" with the words "payout due" where occurring in Clause 3.2.3 (c).

#### 4. Fixed Odds Racing (Futures) Betting

Delete Clause 4.8 and replace with the following:

4.8 Any fixed price racing (futures) bets (multiple betting) that at the time of bet placement includes at least one event that is before the official time for the declaration of final acceptances will be "all-in".

Insert the following after Clause 4.8:

4.9 In the case of fixed price racing (futures) bets (multiple betting), if the time of bet placement is after the official time for the declaration of final acceptances for all events within the multiple bet:

- (a) In the event of a withdrawal of a competitor from an event included in the bet, that event will be ignored for the purpose of calculating the payout;
- (b) In the event of withdrawal of all competitors selected in all events included in the bet, the bet shall be refunded;
- (c) Bets placed after the time for final acceptances but before the TAB makes any adjustment to the prices it has set for the event following a withdrawal shall stand subject to the TAB



Limited scale of deductions contained in schedule 1 of these rules as applying to the prices offered by TAB for that contestant at the time of its scratching;

- (d) Subject to 4.9(a) and (c) the revised payout shall be the amount obtained as the product of the cumulative prices applicable to the events decided in the customer's favour and original stake.

## 5. Results and Refunds

Replace the words "dividend payable" with the words "payout due" where occurring in Clause 5.3.1, Clause 5.3.2 and Clause 5.3.3 (b).

Insert the following after Clause 5.3.3:

5.3.4 TAB shall at all times retain the right to postpone the payment of payouts for reasons including verification of results, systems hardware or software malfunction, or in circumstances where fraudulent activity is suspected.

## 6. Miscellaneous

Delete Clause 6.2 and replace with the following:

### 6.2 Disclaimer

TAB shall not, except as otherwise provided in these Rules or required by law, be liable for any loss or damage suffered or claimed to have been suffered by any customer or corporation as a result of or in any way arising out of or as a consequence of any of the following:

- (a) Inability to place or cancel a fixed price racing (futures) bet on any fixed price racing (futures) betting event.
- (b) The loss of a fixed price racing (futures) betting ticket.
- (c) Any payment made to the bearer of a ticket where an investor alleges that such payment was made to the wrong person.
- (d) Reliance upon any omission, inaccurate information or statement whether made by employees of TAB or any agent of TAB, or by the electronic or print media, concerning any matter whatsoever relating to the investor or to TAB or to any event, competitor, withdrawal or other matter whatsoever.
- (e) Any subsequent change to the result of a fixed price racing (futures) betting event after a result has been declared by TAB.
- (f) Unauthorised use of the investors account.
- (g) In the case of an investment at a cash outlet, failure by an investor to correct inaccurate or omitted investment details recorded on a ticket immediately upon issue of the ticket.
- (h) In the case of a telephone investment, failure by an investor to correct inaccurate or omitted investment details when the TAB calls such details back to the investor.
- (i) In the case of an Internet investment, where the investor has confirmed the investment request.
- (j) In the case of an Internet investment, use of, participation in or inability to obtain access to the website for the purpose of making an investment.

- (k) In the case of an Internet investment, any loss or damage caused in the event that the computer of the investor becomes infected by a virus as a result of connecting to the website of the TAB or by any technology failure whatsoever.
- (l) Access by the investor to websites of any other person via links from the website of the TAB.
- (m) Any decision of the recognised racing controlling body (including without limitation any decision to impose, or not to impose, penalties or sanctions and the nature and extent of any such sanctions).
- (n) Any price quoted by any source other than authorised staff of TAB or any quoted price which is no longer valid for betting purposes.
- (o) The failure, exclusion or refusal of any selection to start or complete an event.
- (p) The refusal or inability of TAB, its agent or assigns to accept all or part of any fixed price racing (futures) bet.
- (q) The exercise by the TAB of any discretion conferred on the TAB under these rules or the manner in which that discretion is exercised generally or in particular circumstances.

## 7. Disputes

Replace the words "NSW Thoroughbred Racing Board, Harness Racing NSW or the Greyhound Racing Authority (NSW)" with the words "Racing NSW, or the Greyhound and Harness Racing Regulatory Authority (NSW)" in Clause 7.3.1.

Delete Rule 7.3.4

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## TRANSPORT ADMINISTRATION ACT 1988

### LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land for the purposes of the Rail Corporation New South Wales

RAIL CORPORATION NEW SOUTH WALES, with the approval of Her Excellency the Governor, declares that the land described in the Schedule hereto is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for the purposes of the Rail Corporation New South Wales, as authorised by the Transport Administration Act 1988.

Dated this 15th day of August 2006.

VINCE GRAHAM,  
Chief Executive Officer

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### SCHEDULE

All that piece or parcel of land situate at Summer Hill in the Local Government Area of Ashfield, Parish of Petersham, County of Cumberland and State of New South Wales, being Lots 1, 2 and 3 in Deposited Plan 1069297 having areas of 26.8 square metres, 12.6 square metres and 2 square metres or thereabouts respectively and said to be in the possession of Ashfield Municipal Council.

RailCorp Reference: 011728.

# TENDERS

## Department of Commerce

### SUPPLIES AND SERVICES FOR THE PUBLIC SERVICE

Information in relation to the Department of Commerce proposed, current and awarded tenders is available on:

<http://www.tenders.nsw.gov.au>

# PRIVATE ADVERTISEMENTS

## COUNCIL NOTICES

### BLACKTOWN CITY COUNCIL

Roads Act 1993, Section 162

Naming of Public Road – Annete Lane

NOTICE is hereby given that Blacktown City Council, in pursuance of section 162 of the Roads Act 1993, has named the unnamed lane which runs between Sydney Joseph Drive and Yvonne Street, Seven Hills, as “Annete Lane”. Authorised by resolution of Council on 21st June 2006. RON MOORE, General Manager, Blacktown City Council, PO Box 63, Blacktown NSW 2148. [2327]

### COBAR SHIRE COUNCIL

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

THE Cobar Shire Council declares, with the approval of His Excellency the Governor, that the lands described in the Schedule below are acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for the purposes described in the Schedule. Dated at Cobar, this 28th day of August 2006. RAY SMITH, General Manager, Cobar Shire Council, PO Box 223, Cobar NSW 2835.

#### SCHEDULE

Lot 21, DP 870022, for the purpose of a garbage depot.

Lot 22, DP 870022, for the purposes of a recycling facility, noxious trades, industrial purposes and re-sale for industrial purposes. [2328]

### COONAMBLE SHIRE COUNCIL

Pesticide Use Notification Plan

COONAMBLE SHIRE COUNCIL considered a draft Pesticide Use Notification Plan and in accordance with requirements placed the document on public exhibition for the prescribed 28 day period. No submissions were received and the Plan was formally adopted by Council on 9th August 2006.

A copy of the Plan is available for viewing, free of charge, at the Council’s Administration Building, 80 Castlereagh Street, Coonamble, during business hours or may be viewed on Council’s website [www.coonamble.org](http://www.coonamble.org). JOHN J. GRIFFITHS, General Manager, Coonamble Shire Council, PO Box 249, Coonamble NSW 2829. [2329]

### GRIFFITH CITY COUNCIL

Local Government Act 1993, Section 553 (b)

Extension of Sewer Mains

NOTICE is given pursuant to section 553 (b) of the Local Government Act 1993, as amended, that the sewer mains have been extended and the land served is described in the accompanying Schedule. Land that is not connected thereto

shall become liable to a Sewerage Special Rate after sixty (60) days from the date of this notice. Land connected before the expiration of the sixty days shall be charged to that Sewerage Special Rate from the date of connection. PETER BROOKS, General Manager, PO Box 485, Griffith NSW 2680.

#### SCHEDULE

Lot 394, DP 751709;

Lot 949, DP 751709;

Lot 950, DP 751709;

Lot 1, DP 870191; and

Lot 2, DP 872103. [2330]

### LAKE MACQUARIE CITY COUNCIL

Proposed Naming of Road

NOTICE of proposal to name the following road within the Lake Macquarie City local government area:

<i>Location</i>	<i>Name</i>
Constructed road over Lot 281, DP 8939, off Watkins Road, Wangi Wangi.	Wysteria Lane.

Written objections to the proposed naming will be accepted up to one month after publication date of this notice. The reasons for objection need to be clearly stated. For further information contact Stephen Pichaloff on (02) 4921 0534. BRIAN BELL, General Manager, Lake Macquarie City Council, Box 1906, HRMC 2310. [2331]

### LEETON SHIRE COUNCIL

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

LEETON SHIRE COUNCIL declares with the approval of Her Excellency the Governor, that the lands described in Schedule 1 below with the exception of the interest in Schedule 2, excluding any mines or deposits of minerals in those lands, is acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for the purposes of the relocation of the Leeton branch of the State Emergency Services and the Leeton Rescue Association and for the purpose of re-sale to establish a school. Dated at Leeton this 4th day of September 2006. R. C. PLUIS, General Manager, Leeton Shire Council, 23-25 Chelmsford Place, Leeton NSW 2705.

#### SCHEDULE 1

Lot 696, DP 751745.

#### SCHEDULE 2

Easement of pipeline 5 wide affecting the part shown as “proposed easement 5 wide for pipeline” in DP 609782. [2332]

**MOSMAN MUNICIPAL COUNCIL**

Roads Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

MOSMAN Municipal Council declares with the approval of Her Excellency the Governor, that the land described in the schedule below excluding only those mines or deposits of minerals in the land expressly reserved to the Crown, is acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of a public road.

Dated at Mosman this 25th day of August 2006. V. H. R. MAY, General Manager, Mosman Municipal Council, PO Box 211, Spit Junction NSW 2088.

**SCHEDULE**

Lot 2, DP 85061 [2333]

**PORT MACQUARIE-HASTINGS COUNCIL**

Roads Act 1993, Section 10

Dedication of Land as Public Road

NOTICE is hereby given that the Port Macquarie-Hastings Council dedicates the land described in the Schedule below as public road. B. SMITH, General Manager, Port Macquarie-Hastings Council, Corner Lord and Burrawan Streets, Port Macquarie NSW 2444.

**SCHEDULE**

Lot 1, Deposited Plan 1092859, Parish Macquarie, County Macquarie and situate adjacent to 72 Clifton Drive, Port Macquarie. [2334]

**RICHMOND VALLEY COUNCIL**

Roads Act 1993

Roads (General) Regulation 2000

Part 2 – Roads, Division 2 – Naming of Roads

COUNCIL, at its meeting on 15th August 2006, resolved to endorse the following road names (Minute Number 2006-546):

1. SHIRE LANE, CORAKI - This unnamed lane comes off Grenfell Street and runs in a southerly direction for approximately 150m towards the proposed road name extension of Rayner Street. This unnamed lane may already be known as Shire Lane, Coraki.
2. RAYNER STREET, CORAKI - The extension of the unnamed part of Rayner Street, Coraki that commences at the intersection of Martin Street and runs in a westerly direction for approximately 450m and passes through the intersection of Parks Street and terminates at the intersection of Queen Elizabeth drive. The section of road between Parkes Street and Queen Elizabeth Drive is a "No Through Road" and part of this section behind the Primary School is closed to vehicular traffic but not pedestrian traffic.

This section of unnamed road is the extension of the current Rayner Street which currently runs in

a westerly direction from Bridge Street to Martin Street, Coraki.

B. A. WILKINSON, General Manager, Richmond Valley Council, Locked Bag 10, Casino NSW 2470. [2335]

**ROCKDALE CITY COUNCIL**

Roads Act 1993, Section 10

Dedication of Land as Public Road

PURSUANT to section 10 of the Roads Act 1993, Rockdale City Council hereby dedicates the following land as public road. CHRIS WATSON, General Manager, Rockdale City Council, PO Box 21, Rockdale NSW 2216.

**SCHEDULE**

Lot 2, DP 1098691. [2336]

**SHOALHAVEN CITY COUNCIL**

Road Naming – Yatte Yattah

THE following roads have been formally named:

Wombat Drive and Possum Ridge at Yatte Yattah, City of Shoalhaven, Parish Conjola, County St Vincent, in the vicinity of DP 1025204.

R. PIGG, General Manager, Shoalhaven Shire Council, PO Box 42, Nowra NSW 2541. [2337]

**YOUNG SHIRE COUNCIL**

Local Government Act 1993, Section 553(a)

Extension of Water Mains

NOTICE is given pursuant to section 553(a) of the Local Government Act 1993, as amended, that the water mains have been extended and the land served is described in the accompanying Schedule. Land that is not connected thereto shall become liable to water supply charges after twenty-one (21) days from the date of this notice. Land connected before the expiration of the twenty-one (21) days shall be charged that Water Access Fee from the date of connection. ADRIAN HANRAHAN, General Manager, Locked Bag 5, Young NSW 2594.

**SCHEDULE**

Lot 1 of DP 870177.  
 Lots 3 – 6 inclusive, of DP 1011810.  
 Lots 7 and 8 of DP 1004110.  
 Lot 1 – 5 inclusive, of DP 777450.  
 Lots 1332, 2056 and 2123 of DP 754611. [2338]

**ESTATE NOTICES**

Notice of intended distribution of estate.—Any person having any claim upon the estate of PATRICIA MARY O'FLYNN, late of Pymble, in the State of New South Wales, retired medical practitioner, who died on 25th March 2006, must send particulars of the claim to Perpetual Trustee Company Limited and John William Francis Brennan, at the address appearing below, within one (1) calendar month of the publication of this notice. After that time the assets of the estate may be conveyed and distributed having regard



only to the claims of which at the time of conveyance or distribution Perpetual Trustee Company Limited and John William Francis Brennan have notice. Probate was granted in New South Wales on 10th August 2006. PERPETUAL TRUSTEE COMPANY LIMITED, Level 12, Angel Place, 123 Pitt Street, Sydney NSW 2000. [2339]

NOTICE of intended distribution of estate.—Any person having any claim upon the estate of ISABEL MARY PETERSON, late of Wyoming Residential Aged Care, Kalawarra Road, Wyoming, in the State of New South Wales, who died on 4th June 2006, must send particulars of his/her claim to the executor, Jeffrey Ronald Peterson, c.o. Collins & Thompson, Solicitors, 8 Coronation Street, Hornsby NSW 2077, within one (1) calendar month from publication of this notice. After that time the assets of the estate may be conveyed and distributed having regard only to the claims of which at the time of conveyance or distribution the executor has notice. Probate was granted in New South Wales on 21st August 2006. COLLINS & THOMPSON, Solicitors, 8 Coronation Street, Hornsby NSW 2077. [2340]

NOTICE of intended distribution of estate.—Any person having any claim upon the estate of MACDONNELL GWYNNE WILLIAMS, late of 6C/294 Liverpool Road, Enfield, in the State of New South Wales, retired, who died on 13th June 2006, must send particulars of his/her claim to the executor, Raymond Hickey, c.o. C. P. White & Sons (Burwood), Solicitors, 15 Belmore Street, Burwood NSW 2134, within one (1) calendar month from publication of this notice. After that time the assets of the estate may be conveyed and distributed having regard only to the claims of which at the time of conveyance or distribution the executor has notice. Probate was granted in New South Wales on 2nd August 2006. C. P. WHITE & SONS (BURWOOD), Solicitors, 15 Belmore Street, Burwood NSW 2134. [2341]

NOTICE of intended distribution of estate.—Any person having any claim upon the estate of PATRICK JOHN WALSH late of 12 Winburn Avenue, Kingsford in the State of New South Wales, who died on 28 May, 2006 must send particulars of their claim to the Executors Barbara Terese Ryan and Daniel James Walsh care of Simpson & Co, Solicitors, 103A Anzac Parade, Kensington 2033 within one calendar month from publication of this notice. After that time, the assets of the estate and the property may be conveyed and distributed having regard only to the claims of which at the time of conveyance or distribution the executor has notice. Probate was granted in New South Wales on 24 August, 2006. SIMPSON & CO, Solicitors, 103A Anzac Parade, Kensington NSW 2033 (PO Box 340, Kensington NSW 1465), tel.: (02) 9662 4381. [2342]

NOTICE of intended distribution of estate.—Any person having any claim upon the estate of GAETANO VENTICINQUE, late of 40 South Pacific Avenue, Mt Pritchard, in the State of New South Wales, building foreman, who died on 18th May 2006, must send particulars of his/her claim to the executor, Gerolomo Gregory Venticinque (in the will called Gregory Venticinque), c.o. Doherty Partners, Solicitors, Level 1, 171 Bigge Street, Liverpool NSW 2170, within one (1) calendar month from publication of this notice. After that time the assets of the estate may be conveyed and distributed having regard only to the claims of which at the

time of conveyance or distribution the executor has notice. Probate was granted in New South Wales on 17th August 2006. Doherty Partners, Solicitors, Level 1, 171 Bigge Street, Liverpool NSW 2170. [2343]

NOTICE of intended distribution of estate.—Any person having any claim upon the estate of COLIN FRANCIS DOOLAN, late of Griffith, in the State of New South Wales, retired, who died on 4th May 2006, must send particulars of his claim to the executrix, Valerie Margaret Stokes, c.o. Messrs Olliffe & McRae, Solicitors, PO Box 874, Griffith NSW 2680, within one (1) calendar month from publication of this notice. After that time the executrix may distribute the assets of the estate having regard only to the claims of which at the time of distribution she has notice. Probate was granted in New South Wales on 25th August 2006. Messrs Olliffe & McRae, Solicitors, PO Box 874, Griffith NSW 2680, tel.: (02) 6962 1744. [2344]

## COMPANY NOTICES

NOTICE of final general meeting.—WYNJON PTY LIMITED, ACN 008 422 820 (in voluntary liquidation).—In accordance with section 509 of the Corporations Act notice is hereby given that the final general meeting of the abovenamed company will be held at Level 2, 131 Clarence Street, Sydney NSW 2000, on 10th October 2006, at 11:30 a.m., for the purpose of having laid before it by the liquidator an account showing how the winding up has been conducted and the manner in which the assets of the company have been distributed and a hearing of an explanation of the account by the liquidator and to authorise the liquidator to destroy all books and records of the company on completion of all duties. Dated 28th August 2006. F. MACDONALD, Liquidator, c.o. K. B. Raymond & Co., Chartered Accountants, Level 2, 131 Clarence Street, Sydney NSW 2000 (GPO Box 4684, Sydney NSW 2001), tel.: (02) 9299 6521. [2345]

NOTICE of voluntary liquidation.—BRIGHTWATER ARTS PTY LTD, ACN 000 555 493 (in liquidation).—Notice is hereby given in pursuance of section 491 (2) of the Corporations Act 2001 that the members of the abovenamed company, duly signed a statement to pass the following Special Resolution: "That the company be wound up as a Members' Voluntary Liquidation and that the assets of the company may be distributed in whole or in part to the members in specie should the liquidators so desire". Dated this 29th day of August 2006. IAN HAMILTON PERRY, c.o. K. H. Perry & Co Pty Ltd, Chartered Accountants, Suite 12, Westlakes Arcade, 108-112 The Boulevarde (PO Box 20), Toronto NSW 2283, tel.: (02) 4959 5322. [2346]

Notice of final meeting.—GOBARRALONG PASTORAL CO PTY LIMITED, ACN 000 380 343 (in voluntary liquidation).—Notice is hereby given that pursuant to section 509 of the Corporations Law, the final meeting of members of the Company will be held at Gobarralong, Coolac, on the 9th day of October at 10:00 a.m., for the purpose of the Liquidator laying before the meeting an account of the winding up and the giving of any explanation thereof. Dated this 28th day of August 2006. PAUL F. CROWE and ANTHONY M. CROWE, Liquidators, c.o. Dawson & Partners, Chartered Accountants, PO Box 201, Cootamundra NSW 2590, tel.: (02) 6942 1711. [2350]

NOTICE of voluntary winding up.—ROSS R FLANERY PTY LIMITED, ACN 001 181 871.—Notice is hereby given pursuant to the Corporations Law that at a general meeting of the abovenamed company convened and held at Goonawarra, Galong, on 29th August 2006, the following was duly passed as a special resolution in accordance with a recommendation by the Directors: "That the Company be wound up voluntarily and that Ross R. Flanery of Goonawarra, Galong, be appointed liquidator". Dated 29th August 2006. ROSS R. FLANERY, Liquidator, c.o. Dawson & Partners, Chartered Accountants, PO Box 201, Cootamundra NSW 2590, tel.: (02) 6942 1711. [2347]

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NOTICE of voluntary winding up.—ROSS FLANERY PTY LIMITED, ACN 093 360 322.—Notice is hereby given pursuant to the Corporations Law that at a general meeting of the abovenamed company convened and held at Goonawarra, Galong, on 29th August 2006, the following was duly passed as a special resolution in accordance with a recommendation by the Directors: "That the Company be wound up voluntarily and that Ross R. Flanery of Goonawarra, Galong, be appointed liquidator". Dated 30th August 2006. ROSS R. FLANERY, Liquidator, c.o. Dawson & Partners, Chartered Accountants, PO Box 201, Cootamundra NSW 2590, tel.: (02) 6942 1711. [2348]

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NOTICE of Members' Voluntary Winding Up.—Tervicela Pty. Limited, ACN 000 381 993.—At a shareholders' meeting held at the registered office of the company, viz, 10 Shipton Crescent, Mollymook NSW 2539 on 28 August, 2006, it was resolved to wind up the company and appoint William Maurice Samuel liquidator. WILLIAM M. SAMUEL (02) 4455 5056. [2349]