



# *Government Gazette*

OF THE STATE OF  
NEW SOUTH WALES

**Number 3**  
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## LEGISLATION

### Online notification of the making of statutory instruments

Week beginning 28 December 2009

THE following instruments were officially notified on the NSW legislation website ([www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)) on the dates indicated:

#### **Regulations and other statutory instruments**

[Charitable Fundraising Amendment \(Exempt Religious Body or Organisation\) Regulation \(No. 3\) 2009](#)  
(2009-636) – published LW 31 December 2009

# OFFICIAL NOTICES

## Land and Property Management Authority

### NOWRA OFFICE

5 O'Keefe Avenue (PO Box 309), Nowra NSW 2541

Phone: (02) 4428 9100 Fax: (02) 4421 2172

#### 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>
Gordon William THOMSON (new member)	Kangaroo Valley Pioneer Settlement	Reserve No. 88460 Public Purpose: Public recreation, museum Notified: 7 January 1972
Phillip John SCOTT (new member)	Reserve Trust	File Ref.: NA79 R 115/5

For a term commencing the date of this notice and expiring 22 November 2012.

#### NOTIFICATION OF CLOSING OF ROAD

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be public road and the rights of passage and access that previously existed in relation to the road are extinguished. On road closing, title to the land comprising the former public road vests in the body specified in the Schedule hereunder.

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

#### Description

*Parish – Yuglamah;  
County – Auckland;  
Land District – Bega;  
Local Government Area – Bega Valley*

Road Closed: Lots 1-4, DP 1142558 at Wyndham, subject to a "Right of Carriageway" created in DP 1142558. File Reference: NA07 H 161

#### Schedule

On closing, the lands within Lots 1-4, DP 1142558 remain vested in State of New South Wales as Crown land.

#### Description

*Parish – Mogendoura;  
County – St Vincent;  
Land District – Moruya;  
Local Government Area – Eurobodalla*

Road Closed: Lot 1, DP 1144138 at Mogendoura. File Reference: NA07 H 151

#### Schedule

On closing, the lands remain vested in State of New South Wales as Crown land.

**ORANGE OFFICE**  
**92 Kite Street (PO Box 2146), Orange NSW 2800**  
**Phone: (02) 6391 4300 Fax: (02) 6362 3896**

**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 CARTY (re-appointment)	Bumberry Recreation	Reserve No. 26110 Public Purpose: Public
Monique Lee CARTY (re-appointment)	Reserve Trust	recreation Notified: 12 June 1897 File Ref.: OE81 R 87
Judith CONROY (re-appointment)		
Maxwell Brian CONROY (re-appointment)		
For a term commencing 11 February 2010 and expiring 10 February 2015.		

**WESTERN REGION OFFICE**  
**45 Wingewarra Street (PO Box 1840), Dubbo NSW 2830**  
**Phone: (02) 6883 3000 Fax: (02) 6883 3099**

**ALTERATION OF PURPOSE/CONDITIONS OF A WESTERN LANDS LEASE**

IT is hereby notified that in pursuance of the provisions of section 18J, Western Lands Act 1901, the purpose and conditions of the undermentioned Western Lands Lease have been altered as shown.

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

*Administrative District – Wentworth;*  
*Shire – Wentworth;*  
*Parish – Emu; County – Wentworth*  
*Parish – Palinyewah; County – Wentworth*

The purpose/conditions of Western Lands Lease 1099, being the land contained within Folio Identifiers 5485/768394 and 64/756969 has been altered from "Pastoral Purposes" to "Grazing, Cultivation and Conservation" effective from 22 December 2009.

As a consequence of the alteration of purpose and conditions rent will be assessed annually in line with the Western Lands Act 1901 and Regulations.

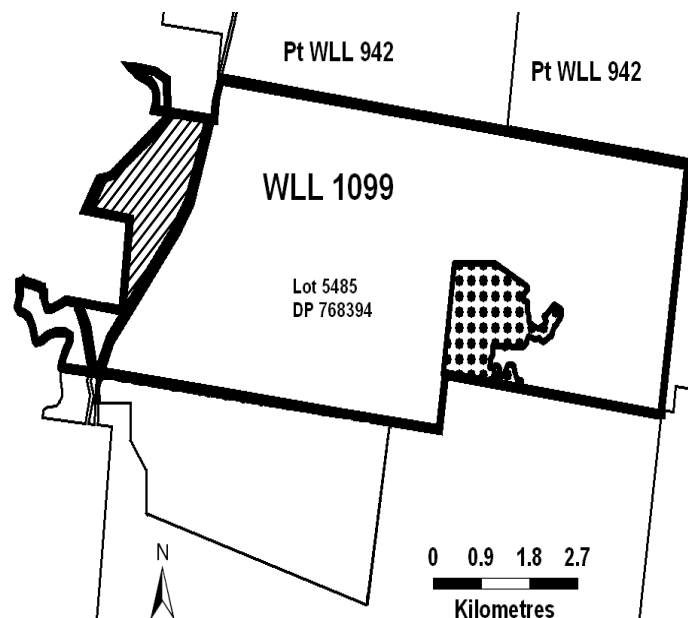
CONDITIONS AND RESERVATIONS ATTACHED TO WESTERN LANDS LEASE WLL No. 1099.

- (1) In the conditions annexed to the lease, the expression "the Minister" means the Minister administering the Western Lands Act 1901, and any power, authority, duty or function conferred or imposed upon the Minister by or under those conditions may be exercised or performed either by the Minister or by such officers of the Land and Property Management Authority as the Minister may from time to time approve.
- (2) In these conditions and reservations the expression "the Commissioner" means the Commissioner charged with the administration of the Western Lands Act 1901 ("the Act") in accordance with section 4(2) of the Act.
- (3)
  - (a) For the purposes of this clause the term Lessor shall include Her Majesty the Queen Her Heirs and Successors the Minister and the agents servants employees and contractors of the Lessor Her Majesty Her Majesty's Heirs and Successors and the Minister.
  - (b) The lessee covenants with the Lessor to indemnify and keep indemnified the Lessor from and against all claims for injury loss or damage suffered by any person or body using or being in or upon the Premises or any adjoining land or premises of the Lessor arising out of the Holder's use of the Premises and against all liabilities for costs charges and expenses incurred by the Lessor in respect of the claim of any such person or body except to the extent that any such claims and demands arise wholly from any negligence or wilful act or omission on the part of the Lessor.
  - (c) The indemnity contained in this clause applies notwithstanding that this Lease authorised or required the lessee to undertake or perform the activity giving rise to any claim for injury loss or damage.
  - (d) The lessee expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or sooner determination of this Lease in respect of any act deed matter or thing occurring before such expiration or determination.
- (4) The rent of the lease shall be assessed in accordance with Part 6 of the Western Lands Act 1901.
- (5) The rent shall be due and payable annually in advance on 1 July in each year.
- (6)
  - (a) "GST" means any tax on goods and/or services, including any value-added tax, broad-based consumption tax or other similar tax introduced in Australia.  
 "GST law" includes any Act order, ruling or regulation, which imposes or otherwise deals with the administration or imposition of a GST in Australia.
  - (b) Notwithstanding any other provision of this Agreement:
    - (i) If a GST applies to any supply made by either party under or in connection with this Agreement, the consideration provided or to be provided for that supply will be increased by an amount equal to the GST liability properly incurred by the party making the supply.
    - (ii) If the imposition of a GST or any subsequent change in the GST law is accompanied by or undertaken in connection with the abolition of or reduction in any existing taxes, duties or statutory charges (in this clause "taxes"), the consideration payable by the recipient of the supply made under this Agreement will be reduced by the actual costs of the party making the supply that are reduced directly or indirectly as a consequence of the abolition of or reduction in taxes.
- (7) The lessee shall pay all rates and taxes assessed on or in respect of the land leased during the currency of the lease.

- (8) The lessee shall hold and use the land leased bona fide for the lessee's own exclusive benefit and shall not transfer, convey or assign the land or any portion thereof without having first obtained the written consent of the Minister.
- (9) The lessee shall not enter into a sublease of the land leased unless the sublease specifies the purpose for which the land may be used under the sublease, and it is a purpose which is consistent with the purpose for which the land may be used under this lease.
- (10) If the lessee enters into a sublease of the land leased, the lessee must notify the Commissioner of the granting of the sublease within 28 days after it is granted.
- (11) The land leased shall be used only for the purpose of Grazing, Cultivation (Dryland) and Conservation.
- (12) The lessee shall maintain and keep in reasonable repair all improvements on the land leased during the currency of the lease and shall permit the Minister or the Commissioner or any person authorised by the Minister or the Commissioner at all times to enter upon and examine the whole or any part of the land leased and the buildings or other improvements thereon.
- (13) All minerals within the meaning of the Mining Act 1992, and all other metals, gemstones and semiprecious stones, which may be in, under or upon the land leased are reserved to the Crown and the lessee shall permit any person duly authorised in that behalf to enter upon the land leased and search, work, win and remove all or any minerals, metals, gemstones and semiprecious stones in, under or upon the land leased.
- (14) Mining operations may be carried on, upon and in the lands below the land leased and upon and in the lands adjoining the land leased and the lands below those lands and metals and minerals may be removed therefrom and the Crown and any lessee or lessees under any Mining Act or Acts shall not be subject to any proceedings by way of injunction or otherwise in respect of or be liable for any damage occasioned by the letting down, subsidence or lateral movement of the land leased or any part thereof or otherwise by reason of the following acts and matters, that is to say, by reason of the Crown or any person on behalf of the Crown or any lessee or lessees, having worked now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for, worked, won or removed or now or hereafter searching for, working, winning or removing any metals or minerals under, in or from the lands lying beneath the land leased or any part thereof or on, in, under or from any other lands situated laterally to the land leased or any part thereof or the lands lying beneath those lands, and whether on or below the surface of those other lands and by reason of those acts and matters or in the course thereof the Crown reserves the liberty and authority for the Crown, any person on behalf of the Crown and any lessee or lessees from time to time to let down without payment of any compensation any part of the land leased or of the surface thereof.
- (15) The lessee shall comply with the provisions of the Local Government Act 1993, and of the ordinances made thereunder.
- (16) The lessee shall comply with the provisions of the Water Management Act 2000 and any regulations made in pursuance of that Act.
- (17) The lessee shall not erect or permit any person to erect any buildings or extend any existing buildings on the land leased except to the satisfaction of the Commissioner.
- (18) The lessee shall ensure that the land leased is kept in a neat and tidy condition to the satisfaction of the Commissioner and not permit refuse to accumulate on the land.
- (19) Upon termination or forfeiture of the lease the Commissioner may direct that the former lessee shall remove any structure or material from the land at his own cost and without compensation. Where such a direction has been given the former lessee shall leave the land in a clean and tidy condition free from rubbish and debris.
- (20) The lessee shall not obstruct or interfere with any reserves, roads or tracks on the land leased or the lawful use thereof by any person.
- (21) The lessee shall erect gates on roads within the land leased when and where directed by the Commissioner for public use and shall maintain those gates together with approaches thereto in good order to the satisfaction of the Commissioner.
- (22) The right is reserved to the public of free access to, and passage along, the bank of any watercourse adjoining the land leased and the lessee shall not obstruct access or passage by any member of the public to or along the bank.
- (23) Any part of a reserve for travelling stock, camping or water supply within the land leased shall, during the whole currency of the lease, be open to the use of bona fide travellers, travelling stock, teamsters and carriers without interference or annoyance by the lessee and the lessee shall post in a conspicuous place on the reserve a notice board indicating for public information the purpose of such reserve and, in fencing the land leased, the lessee shall provide gates and other facilities for the entrance and exit of travelling stock, teamsters and others. The notice board, gates and facilities shall be erected and maintained to the satisfaction of the Commissioner. The lessee shall not overstock, wholly or in part, the areas leased within the reserve, the decision as to overstocking resting with the Commissioner.
- (24) The Crown shall not be responsible to the lessee or the lessee's successors in title for provision of access to the land leased.

- (25) The lessee shall comply with the provisions of the Native Vegetation Act 2003 and any regulations made in pursuance of that Act.
- (26) The lessee shall comply with requirements of section 18DA of the Western Lands Act 1901 which provides that except in circumstances referred to in subsection (3) of that section, cultivation of the land leased or occupied may not be carried out unless the written consent of the Land and Property Management Authority has first been obtained and any condition to which the consent is subject under sub section (6) is complied with.
- (27) Notwithstanding any other condition annexed to the lease, the lessee shall, in removing timber for the purpose of building, fencing or firewood, comply with the routine agricultural management activities listed in the Native Vegetation Act 2003.
- (28) The lessee shall not interfere with the timber on any of the land leased which is within a State forest, timber reserve or flora reserve unless authorisation has been obtained under the provisions of the Forestry Act 1916 and shall not prevent any person or persons duly authorised in that behalf from taking timber on the land leased. The lessee shall not have any property right in the timber on the land leased and shall not ringbark, kill, destroy or permit the killing or destruction of any timber unless authorised under the Forestry Act 1916 or unless approval has been issued in accordance with the Native Vegetation Act 2003, but the lessee may take such timber as the lessee may reasonably require for use on the land leased or on any contiguous land held in the same interest, for building, fencing or firewood.
- (29) The lessee shall undertake any fuel management and/or provision of fire trail access in accordance with fire mitigation measures to the satisfaction of the NSW Rural Fire Service.
- (30) The lessee shall, as the Commissioner may from time to time direct, foster and cultivate on the land leased such edible shrubs and plants as the Commissioner may consider can be advantageously and successfully cultivated.
- (31) Whenever so directed by the Commissioner, the lessee shall, on such part or parts of the land leased as shall be specified in the direction, carry out agricultural practices or refrain from agricultural practices, of such types and for such periods as the Commissioner may in the direction specify.
- (32) The lessee shall not overstock or permit or allow to be overstocked, the land leased and the decision of the Commissioner as to what constitutes overstocking shall be final and the lessee shall comply with any directions of the Commissioner to prevent or discontinue overstocking.
- (33) The lessee shall, if the Commissioner so directs, prevent the use by stock of any part of the land leased for such periods as the Commissioner considers necessary to permit of the natural reseeding and regeneration of vegetation and, for that purpose, the lessee shall erect within the time appointed by the Commissioner such fencing as the Commissioner may consider necessary.
- (34) The lessee shall furnish such returns and statements as the Commissioner may from time to time require on any matter connected with the land leased or any other land (whether within or outside the Western Division) in which the lessee has an interest.
- (35) The lessee shall, within such time as may be specified by the Commissioner take such steps and measures as the Commissioner shall direct to destroy vermin and such animals and weeds as may, under any Act from time to time be declared (by declaration covering the land leased) noxious in the Gazette and shall keep the land free of such vermin and noxious animals and weeds during the currency of the lease to the satisfaction of the Commissioner.
- (36) The lessee shall not remove or permit any person to remove gravel, stone, clay, shells or other material for the purpose of sale from the land leased unless the lessee or the person is the holder of a quarry license under regulations made under the Crown Lands Act 1989 or, in respect of land in a State forest, unless the lessee or the person is the holder of a forest materials licence under the Forestry Act 1916, and has obtained the special authority of the Minister to operate on the land, but the lessee may, with the approval of the Commissioner, take from the land such gravel, stone, clay, shells or other material for building and other purposes upon the land as may be required by the lessee.
- (37) The lessee shall comply with the provisions of the Protection of the Environment Operations Act 1997 particularly in relation to disposal of tailwaters or waters which may be contaminated with fertiliser, herbicide or pesticide or similar chemicals.
- (38) The lessee shall not clear any native vegetation within the area shown stippled on the diagram hereunder unless written approval has been granted by the local Catchment Management Authority.
- (39) The lessee shall only cultivate an area of 225 ha shown stippled on the diagram hereunder.
- (40) The lessee shall ensure that cultivation and associated activities do not interfere with any road formation within the allowable area.
- (41) The lessee shall not cultivate within the channel of incised drainage lines (other than man made structures) which carry water after storms in the channels, nor cultivate within a distance of 20 metres on either side of the banks of the channels, except when otherwise specified by the Western Lands Commissioner.
- (42) The lessee shall cease work immediately should any Aboriginal archaeological relics or sites be uncovered during the proposed works (Aboriginal Sites are protected under the National Parks and Wildlife Act 1974, and are extremely vulnerable to many kinds of agricultural development).

- (43) The lessee shall consider the requirements of the National Parks and Wildlife Act 1974 with regard to Aboriginal relics. Under Section 90 it is an offence to damage or destroy relics without prior consent of the Director-General of the Department of Environment, Climate Change and Water. If a site is discovered the lessee shall contact the Manager, Cultural Heritage Unit, Department of Environment, Climate Change and Water Phone (02) 6883 5324 OR AT 58-62 Wingewarra St, Dubbo.
- (44) The lessee shall establish windbreaks at his/her own expense, as may be ordered by the Western Lands Commissioner to provide adequate protection of the soil.
- (45) The lessee shall ensure that stubble and other crop residue is retained on the soil surface and shall not be burnt, except with the written approval of the Western Lands Commissioner or his delegate. Where such approval is granted, stubble burning shall be carried out with the approval as per requirements of the NSW Rural Fire Services.
- (46) The lessee shall undertake any appropriate measures, at his/her own expense, ordered by the Commissioner to rehabilitate any degraded cultivated areas.
- (47) The area within the approved cultivation area partly covers Travelling Stock and Camping Reserves 537 and suitable arrangements must be made with the relevant Livestock, Health and Pest Authority prior to commencement of any development. If suitable arrangements cannot be made with the Livestock Health and Pest Authority, the matter will be determined by the Western Lands Commissioner.
- (48) The lessee must ensure that sandhills and other soils with a surface texture of loamy sand or coarser are left uncultivated unless specifically approved by the commissioner.
- (49) Texture contrast (or duplex) soils are soil types which have a sandy to loamy topsoil abruptly overlaying a clay subsoil and are prone to scolding (producing claypans and hummocks). Land within 60 metres of any texture contrast or duplex soil area shall not be cultivated except in accordance with a plan approved by the Commissioner.
- (50) Areas with a slope greater than 2% shall not be cultivated until any soil conservation measures documented in a plan approved by the Commissioner have been implemented at the lessee' expense.
- (51) Cultivation and cropping are not to alter the natural flood regime. Crops are not to be protected by levees.
- (52) The lessee shall within 3 months from the date of addition of these conditions to the lease erect and maintain to the satisfaction of the Commissioner a stockproof fence around that part of the leased land as indicated by hatching on the diagram below.
- (53) The lessee shall ensure that during the term of the lease all domestic stock is excluded from that part of the lease specified in condition (52 above).
- (54) The area set aside for Conservation is shown hatched on the diagram below and totals 268 ha.





**ALTERATION OF PURPOSE/CONDITIONS OF A WESTERN LANDS LEASE**

IT is hereby notified that in pursuance of the provisions of Section 18J, Western Lands Act 1901, the purpose and conditions of the undermentioned Western Lands Lease have been altered as shown.

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

*Administrative District – Balranald;  
Shire – Balranald;  
Parish – Lette;  
County – Caira*

The purpose and conditions of Western Land Leases 3031 and 3909, being the land contained within Folio Identifiers 1-5/751222, 11-16/756104, 4809/762298, 6084/768945 and 6085/765945 has been altered from "Grazing" to "Grazing and Cultivation" effective from 22 December 2009.

As a consequence of the alteration of purpose and conditions rent will be assessed annually in line with the Western Lands Act 1901 and Regulations.

Conditions and Reservations attached to Western Lands Leases No. 3031 and 3909.

- (1) In the conditions annexed to the lease, the expression "the Minister" means the Minister administering the Western Lands Act 1901, and any power, authority, duty or function conferred or imposed upon the Minister by or under those conditions may be exercised or performed either by the Minister or by such officers of the Land and Property Management Authority as the Minister may from time to time approve.
- (2) In these conditions and reservations the expression "the Commissioner" means the Commissioner charged with the administration of the Western Lands Act 1901 ("the Act") in accordance with section 4(2) of the Act.
- (3)
  - (a) For the purposes of this clause the term Lessor shall include Her Majesty the Queen Her Heirs and Successors the Minister and the agents servants employees and contractors of the Lessor Her Majesty Her Majesty's Heirs and Successors and the Minister.
  - (b) The lessee covenants with the Lessor to indemnify and keep indemnified the Lessor from and against all claims for injury loss or damage suffered by any person or body using or being in or upon the Premises or any adjoining land or premises of the Lessor arising out of the Holder's use of the Premises and against all liabilities for costs charges and expenses incurred by the Lessor in respect of the claim of any such person or body except to the extent that any such claims and demands arise wholly from any negligence or wilful act or omission on the part of the Lessor.
  - (c) The indemnity contained in this clause applies notwithstanding that this Lease authorised or required the lessee to undertake or perform the activity giving rise to any claim for injury loss or damage.
  - (d) The lessee expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or sooner determination of this Lease in respect of any act deed matter or thing occurring before such expiration or determination.
- (4) The rent of the lease shall be assessed in accordance with Part 6 of the Western Lands Act 1901.
- (5) The rent shall be due and payable annually in advance on 1 July in each year.
- (6)
  - (a) "GST" means any tax on goods and/or services, including any value-added tax, broad-based consumption tax or other similar tax introduced in Australia.  
"GST law" includes any Act order, ruling or regulation, which imposes or otherwise deals with the administration or imposition of a GST in Australia.
  - (b) Notwithstanding any other provision of this Agreement:
    - (i) If a GST applies to any supply made by either party under or in connection with this Agreement, the consideration provided or to be provided for that supply will be increased by an amount equal to the GST liability properly incurred by the party making the supply.
    - (ii) If the imposition of a GST or any subsequent change in the GST law is accompanied by or undertaken in connection with the abolition of or reduction in any existing taxes, duties or statutory charges (in this clause "taxes"), the consideration payable by the recipient of the supply made under this Agreement will be reduced by the actual costs of the party making the supply that are reduced directly or indirectly as a consequence of the abolition of or reduction in taxes.
- (7) The lessee shall pay all rates and taxes assessed on or in respect of the land leased during the currency of the lease.
- (8) The lessee shall hold and use the land leased bona fide for the lessee's own exclusive benefit and shall not transfer, convey or assign the land or any portion thereof without having first obtained the written consent of the Minister.
- (9) The lessee shall not enter into a sublease of the land leased unless the sublease specifies the purpose for which the land may be used under the sublease, and it is a purpose which is consistent with the purpose for which the land may be used under this lease.

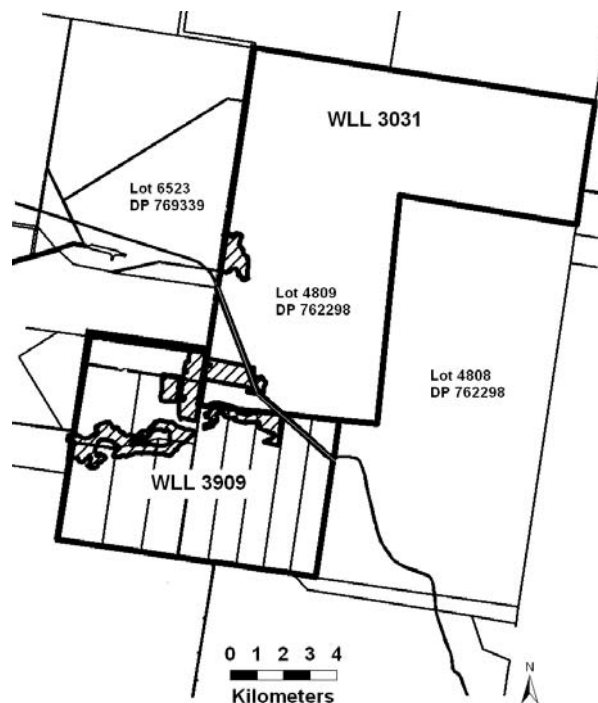


- (10) If the lessee enters into a sublease of the land leased, the lessee must notify the Commissioner of the granting of the sublease within 28 days after it is granted.
- (11) The land leased shall be used only for the purpose of Grazing and Cultivation (Dryland).
- (12) The lessee shall maintain and keep in reasonable repair all improvements on the land leased during the currency of the lease and shall permit the Minister or the Commissioner or any person authorised by the Minister or the Commissioner at all times to enter upon and examine the whole or any part of the land leased and the buildings or other improvements thereon.
- (13) All minerals within the meaning of the Mining Act 1992, and all other metals, gemstones and semiprecious stones, which may be in, under or upon the land leased are reserved to the Crown and the lessee shall permit any person duly authorised in that behalf to enter upon the land leased and search, work, win and remove all or any minerals, metals, gemstones and semiprecious stones in, under or upon the land leased.
- (14) Mining operations may be carried on, upon and in the lands below the land leased and upon and in the lands adjoining the land leased and the lands below those lands and metals and minerals may be removed therefrom and the Crown and any lessee or lessees under any Mining Act or Acts shall not be subject to any proceedings by way of injunction or otherwise in respect of or be liable for any damage occasioned by the letting down, subsidence or lateral movement of the land leased or any part thereof or otherwise by reason of the following acts and matters, that is to say, by reason of the Crown or any person on behalf of the Crown or any lessee or lessees, having worked now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for, worked, won or removed or now or hereafter searching for, working, winning or removing any metals or minerals under, in or from the lands lying beneath the land leased or any part thereof or on, in, under or from any other lands situated laterally to the land leased or any part thereof or the lands lying beneath those lands, and whether on or below the surface of those other lands and by reason of those acts and matters or in the course thereof the Crown reserves the liberty and authority for the Crown, any person on behalf of the Crown and any lessee or lessees from time to time to let down without payment of any compensation any part of the land leased or of the surface thereof.
- (15) The lessee shall comply with the provisions of the Local Government Act 1993, and of the ordinances made thereunder.
- (16) The lessee shall comply with the provisions of the Water Management Act 2000 and any regulations made in pursuance of that Act.
- (17) The lessee shall not erect or permit any person to erect any buildings or extend any existing buildings on the land leased except to the satisfaction of the Commissioner.
- (18) The lessee shall ensure that the land leased is kept in a neat and tidy condition to the satisfaction of the Commissioner and not permit refuse to accumulate on the land.
- (19) Upon termination or forfeiture of the lease the Commissioner may direct that the former lessee shall remove any structure or material from the land at his own cost and without compensation. Where such a direction has been given the former lessee shall leave the land in a clean and tidy condition free from rubbish and debris.
- (20) The lessee shall, within 1 year from the date of commencement of the lease or such further period as the Commissioner may allow, enclose the land leased, either separately or conjointly with other lands held in the same interest, with a suitable fence to the satisfaction of the Commissioner.
- (21) The lessee shall not obstruct or interfere with any reserves, roads or tracks on the land leased or the lawful use thereof by any person.
- (22) The lessee shall erect gates on roads within the land leased when and where directed by the Commissioner for public use and shall maintain those gates together with approaches thereto in good order to the satisfaction of the Commissioner.
- (23) The right is reserved to the public of free access to, and passage along, the bank of any watercourse adjoining the land leased and the lessee shall not obstruct access or passage by any member of the public to or along the bank.
- (24) Any part of a reserve for travelling stock, camping or water supply within the land leased shall, during the whole currency of the lease, be open to the use of bona fide travellers, travelling stock, teamsters and carriers without interference or annoyance by the lessee and the lessee shall post in a conspicuous place on the reserve a notice board indicating for public information the purpose of such reserve and, in fencing the land leased, the lessee shall provide gates and other facilities for the entrance and exit of travelling stock, teamsters and others. The notice board, gates and facilities shall be erected and maintained to the satisfaction of the Commissioner. The lessee shall not overstock, wholly or in part, the areas leased within the reserve, the decision as to overstocking resting with the Commissioner.
- (25) The Crown shall not be responsible to the lessee or the lessee's successors in title for provision of access to the land leased.
- (26) The lessee shall comply with the provisions of the Native Vegetation Act 2003 and any regulations made in pursuance of that Act.

- (27) The lessee shall comply with requirements of section 18DA of the Western Lands Act 1901 which provides that except in circumstances referred to in subsection (3) of that section, cultivation of the land leased or occupied may not be carried out unless the written consent of the Authority has first been obtained and any condition to which the consent is subject under sub section (6) is complied with.
- (28) Notwithstanding any other condition annexed to the lease, the lessee shall, in removing timber for the purpose of building, fencing or firewood, comply with the routine agricultural management activities listed in the Native Vegetation Act 2003.
- (29) The lessee shall not interfere with the timber on any of the land leased which is within a State forest, timber reserve or flora reserve unless authorisation has been obtained under the provisions of the Forestry Act 1916 and shall not prevent any person or persons duly authorised in that behalf from taking timber on the land leased. The lessee shall not have any property right in the timber on the land leased and shall not ringbark, kill, destroy or permit the killing or destruction of any timber unless authorised under the Forestry Act 1916 or unless approval has been issued in accordance with the Native Vegetation Act 2003, but the lessee may take such timber as the lessee may reasonably require for use on the land leased or on any contiguous land held in the same interest, for building, fencing or firewood.
- (30) The lessee shall undertake any fuel management and/or provision of fire trail access in accordance with fire mitigation measures to the satisfaction of the NSW Rural Fire Service.
- (31) The lessee shall, as the Commissioner may from time to time direct, foster and cultivate on the land leased such edible shrubs and plants as the Commissioner may consider can be advantageously and successfully cultivated.
- (32) Whenever so directed by the Commissioner, the lessee shall, on such part or parts of the land leased as shall be specified in the direction, carry out agricultural practices or refrain from agricultural practices, of such types and for such periods as the Commissioner may in the direction specify.
- (33) The lessee shall not overstock or permit or allow to be overstocked, the land leased and the decision of the Commissioner as to what constitutes overstocking shall be final and the lessee shall comply with any directions of the Commissioner to prevent or discontinue overstocking.
- (34) The lessee shall, if the Commissioner so directs, prevent the use by stock of any part of the land leased for such periods as the Commissioner considers necessary to permit of the natural reseeding and regeneration of vegetation and, for that purpose, the lessee shall erect within the time appointed by the Commissioner such fencing as the Commissioner may consider necessary.
- (35) The lessee shall furnish such returns and statements as the Commissioner may from time to time require on any matter connected with the land leased or any other land (whether within or outside the Western Division) in which the lessee has an interest.
- (36) The lessee shall, within such time as may be specified by the Commissioner take such steps and measures as the Commissioner shall direct to destroy vermin and such animals and weeds as may, under any Act from time to time be declared (by declaration covering the land leased) noxious in the Gazette and shall keep the land free of such vermin and noxious animals and weeds during the currency of the lease to the satisfaction of the Commissioner.
- (37) The lessee shall not remove or permit any person to remove gravel, stone, clay, shells or other material for the purpose of sale from the land leased unless the lessee or the person is the holder of a quarry license under regulations made under the Crown Lands Act 1989 or, in respect of land in a State forest, unless the lessee or the person is the holder of a forest materials licence under the Forestry Act 1916, and has obtained the special authority of the Minister to operate on the land, but the lessee may, with the approval of the Commissioner, take from the land such gravel, stone, clay, shells or other material for building and other purposes upon the land as may be required by the lessee.
- (38) The lessee shall comply with the provisions of the Protection of the Environment Operations Act 1997 particularly in relation to disposal of tailwaters or waters which may be contaminated with fertiliser, herbicide or pesticide or similar chemicals.
- (39) The lessee shall not clear any native vegetation within the area shown hatched on the diagram hereunder unless written approval has been granted by the local Catchment Management Authority.
- (40) The lessee shall ensure that cultivation and associated activities do not interfere with any road formation within the allowable area.
- (41) The lessee shall not cultivate within the channel of incised drainage lines (other than man made structures) which carry water after storms in the channels, nor cultivate within a distance of 20 metres on either side of the banks of the channels, except when otherwise specified by the Western Lands Commissioner.
- (42) The lessee shall cease work immediately should any Aboriginal archaeological relics or sites be uncovered during the proposed works (Aboriginal Sites are protected under the National Parks and Wildlife Act 1974, and are extremely vulnerable to many kinds of agricultural development.).
- (43) The lessee shall consider the requirements of the National Parks and Wildlife Act 1974 with regard to Aboriginal relics. Under Section 90 it is an offence to damage or destroy relics without prior consent of the Director-General of the Department of Environment, Climate Change and Water. If a site is discovered the lessee shall contact the

Manager, Cultural Heritage Unit, Department of Environment, Climate Change and Water on Phone (02) 6883 5324 or at 58-62 Wingewarra St, Dubbo.

- (44) The lessee shall establish windbreaks at his/her own expense, as may be ordered by the Western Lands Commissioner to provide adequate protection of the soil.
- (45) The lessee shall ensure that stubble and other crop residue is retained on the soil surface and shall not be burnt, except with the written approval of the Western Lands Commissioner or his delegate. Where such approval is granted, stubble burning shall be carried out with the approval as per requirements of the NSW Rural Fire Services.
- (46) The lessee shall undertake any appropriate measures, at his/her own expense, ordered by the Commissioner to rehabilitate any degraded cultivated areas.
- (47) The lessee shall not permanently transfer Irrigation water from the lease without the prior written permission of the Western Lands Commissioner.
- (48) The lessee shall contact the Environmental Protection Authority before disposing of any tailwater or water which may be contaminated with fertiliser, herbicide or pesticide. Disposal of tailwater into creeks and rivers is controlled by the Environment Protection Authority under the Clean Waters Act.
- (49) The lessee shall ensure that cultivation, where undertaken adjacent to Western Division Road 170, does not interfere with the road formation.
- (50) The lessee must ensure that sandhills and other soils with a surface texture of loamy sand or coarser are left uncultivated unless specifically approved by the commissioner.
- (51) Texture contrast (or duplex) soils are soil types which have a sandy to loamy topsoil abruptly overlaying a clay subsoil and are prone to scolding (producing claypans and hummocks). Land within 60 metres of any texture contrast or duplex soil area shall not be cultivated except in accordance with a plan approved by the Commissioner.
- (52) Areas with a slope greater than 2% shall not be cultivated until any soil conservation measures documented in a plan approved by the Commissioner have been implemented at the lessee' expense.
- (53) Cultivation and cropping are not to alter the natural flood regime. Crops are not to be protected by levees.
- (54) The lessee shall ensure cultivation is carried out on the approximate contour.
- (55) The lessee is authorised to dryland cultivate an area of 1,021 hectares (300 hectares on WLL 3031 and 721 hectares on WLL 3909) as indicated by the hatched area on the diagram below and only within the areas indicated. Cultivation outside this area will only be allowable with the written consent of the Commissioner or Minister.



**ADDITION TO A WESTERN LANDS LEASE**

IT is hereby notified that in pursuance of section 35C of the Western Lands Act 1901, the land particularised hereunder has been added to the undermentioned Western Lands Lease.

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

**SCHEDULE**

Western Lands Lease No.	3281
Name of Lessee:	University of Ballarat, Jeffery Bert JOHNSTONE and Jeffery Shane JOHNSTONE
Area Added:	About 9951 ha, formerly part of Lot 1242 in DP 762776 (Part former Folio Identifier 1242/762776)
Total Area Following Addition:	Lot 1, DP 1144186, Parish of Badham, County of Windeyer of 39000 ha (Folio Identifier 1/1144186)
Date of Addition:	8 December 2009
Shire:	Unincorporated Area
Conditions:	Unchanged

**GRANTING OF A WESTERN LANDS LEASE**

IT is hereby notified that under the provisions of section 28A of the Western Lands Act 1901, the Western Lands Leases of the lands specified in the following Schedule have been granted to the undermentioned persons.

The leases are subject to the provisions of the Western Lands Act 1901 and the Regulations thereunder.

The land is to be used only for the purpose of Residence.

Initial rent will be \$100.00 per annum and re-assessed thereafter annually on 1st April of each year.

The Conditions and Reservations annexed to such leases are those Conditions published in the Government Gazette of 25 May 2007, Folios 2974-2975 (identified by a \*) or the Government Gazette of 20 March 2009, Folios 1416-1418 (identified by a #).

All amounts due and payable to the Crown must be paid to the Department of Lands by the due date.

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

*Administrative District – Walgett North;  
Shire – Walgett;  
Parish – Wallangulla/Mebea;  
County – Finch*

WLL No.	Name of Lessee	File No.	Folio identifier	Area m <sup>2</sup>	Term of Lease	
					From	To
WLL 16410 #	Stanley JOHNSTON and Glenda May HUMPHRIES	09/18741	66/1063047	2300	23-Dec-2009	22-Dec-2029
WLL 16148 *	Steven Ronald McCLACHLAN Snr	08/6075	52/1120765	2515	23-Dec-2009	22-Dec-2029
WLL 16281 *	Christopher Robin BAMFORD	08/11555	334/1076808	2807	23-Dec-2009	22-Dec-2029
WLL 16129 *	Janja MEDIC	08/5774	66/1120765	2545	23-Dec-2009	22-Dec-2029
WLL 16365 #	Ronald Victor CAMPBELL	09/10563	56/1065215	2351	23-Dec-2009	22-Dec-2029
WLL 16402 #	Zeljko GAMOSH and Mirjana GAMOSH	09/18125	7/1063047 and 119/1057617	2325	23-Dec-2009	22-Dec-2029
WLL 16394 #	Edwin HODGE	09/15350	14/1065215	2309	24-Dec-2009	23-Dec-2029

## Department of Industry and Investment

### MINERAL RESOURCES

NOTICE is given that the following applications have been received:

#### EXPLORATION LICENCE APPLICATIONS

(T09-0296)

No. 3890, ANCIENT RIVER DIAMONDS PTY LTD (ACN 126 290 168), area of 128 units, for Group 6, dated 14 December 2009. (Inverell Mining Division).

(T09-0297)

No. 3891, WILLIAMS EXCAVATION and MINING SERVICES PTY LTD (ACN 138 580 980), area of 15 units, for Group 1, dated 20 December 2009. (Broken Hill Mining Division).

(T10-0030)

No. 3892, PETER JAMES MORTON, area of 1 units, for Group 2, dated 24 December 2009. (Broken Hill Mining Division).

(T09-0299)

No. 3893, CENTREX METALS LIMITED (ACN 096 298 752), area of 16 units, for Group 1, dated 30 December 2009. (Sydney Mining Division).

(T10-0021)

No. 3894, GEOPROSPECT PTY LTD (ACN 139 704 993), area of 148 units, for Group 1, dated 4 January 2010. (Broken Hill Mining Division).

(T10-0022)

No. 3895, CENTRAL WEST GOLD NL (ACN 003 078 591), area of 28 units, for Group 1, dated 5 January 2010. (Sydney Mining Division).

#### MINING LEASE APPLICATION

(T10-0001)

No. 340, ULAN COAL MINES LTD (ACN 000 189 248), area of about 350 hectares, for the purpose of conveyance of electricity, conveyance of materials, building, road, communications, emergency access to underground workings, tramway, bridge, jetty, reservoir, dam, drain, water race, drainage of water, ventilation shaft, mining plant and railway, dated 30 December 2009. (Orange Mining Division).

IAN MACDONALD, M.L.C.,  
Minister for Mineral and Forest Resources

NOTICE is given that the following applications have been granted:

#### EXPLORATION LICENCE APPLICATIONS

(Z09-5741)

No. 3778, now Exploration Licence No. 7431, CENTENNIAL INGLENOOK PTY LIMITED (ACN 120 159 051), County of Roxburgh, Map Sheets (8831, 8832), area of 3850 hectares, for Group 9, dated 18 December 2009, for a term until 18 December, 2014.

(Z09-5742)

No. 3779, now Exploration Licence No. 7432, CENTENNIAL INGLENOOK PTY LIMITED (ACN 120 159 051), County of Roxburgh, Map Sheet (8831), area of 3578 hectares, for Group 9, dated 18 December 2009, for a term until 18 December, 2014.

(Z09-5736)

No. 3786, now Exploration Licence No. 7430, LOYAL COAL PTY LTD (ACN 132 497 913), Counties of Brisbane and Hunter, Map Sheets (9032, 9033), area of 3742 hectares, for Group 9, dated 18 December 2009, for a term until 18 December, 2014. As a result of the grant of this title, Authorisation No. 286 has partly ceased to have effect.

(Z09-5737)

No. 3787, now Exploration Licence No. 7429, SPUR HILL NO2 PTY LIMITED (ACN 139 147 667) AND SPUR HILL U.T. PTY LTD (ACN 139 090 814), County of Durham, Map Sheet (9033), area of 3344 hectares, for Group 9, dated 18 December 2009, for a term until 18 December, 2014.

#### MINING LEASE APPLICATION

(Z09-3172)

Singleton No. 332, now Mining Lease No. 1640 (Act 1992), CUMNOCK NO.1 COLLIERY PTY LIMITED (ACN 051 932 122) AND ICRA CUMNOCK PTY LTD (ACN 129 006 819), Parish of Liddell, County of Durham, Map Sheets (9033-2-S, 9133-3-S), area of 70.12 hectares, to mine for coal, dated 11 December 2009, for a term until 11 December, 2030. As a result of the grant of this title, Coal Lease No. 392 (Act 1973) and Mining Lease No. 1300 (Act 1992) have ceased to have effect and Authorisation No. 385 and Coal Lease No. 378 (Act 1973) have partly ceased to have effect.

#### PETROLEUM APPLICATIONS

(T09-0007)

No. 114, now Petroleum Exploration Licence No. 479, CLARENCE MORETON RESOURCES PTY LIMITED (ACN 140 886 853), area of 1 block, for petroleum, dated 11 December 2009, for a term until 11 December, 2012. (Coffs Harbour Mining Division). For exact location details refer to the Department's NSW State Map of Petroleum Titles.

(T09-0241)

No. 123, now Petroleum Exploration Licence No. 480, SURAT RESOURCES PTY LIMITED (ACN 139 958 633), area of 35 blocks, for petroleum, dated 17 December 2009, for a term until 17 December, 2011. (Inverell Mining Division). For exact location details refer to the Department's NSW State Map of Petroleum Titles.

IAN MACDONALD, M.L.C.,  
Minister for Mineral and Forest Resources

NOTICE is given that the following applications for renewal have been received:

(Z06-0524)

Exploration Licence No. 2378, CLIMAX AUSTRALIA PTY LIMITED (ACN 002 164 598), area of 38 units. Application for renewal received 4 January 2010.



(Z07-4790)

Exploration Licence No. 5339, WILDESIGN PTY LTD (ACN 063 680 615), area of 5 units. Application for renewal received 5 January 2010.

(Z08-0113)

Exploration Licence No. 5919, PLATSEARCH NL (ACN 003 254 395) AND EAGLEHAWK GEOLOGICAL CONSULTING PTY LTD (ACN 061 324 454), area of 4 units. Application for renewal received 22 December 2009.

(T01-0154)

Exploration Licence No. 5920, SILVER STANDARD AUSTRALIA PTY LIMITED (ACN 009 250 051), area of 32 units. Application for renewal received 22 December 2009.

(T02-0363)

Exploration Licence No. 6040, GOLD AND COPPER RESOURCES PTY LIMITED (ACN 124 534 863), area of 29 units. Application for renewal received 30 December 2009.

(T03-0053)

Exploration Licence No. 6178, CLANCY EXPLORATION LIMITED (ACN 105 578 756) AND GOLD FIELDS AUSTRALASIA PTY LTD (ACN 087 624 600), area of 39 units. Application for renewal received 16 December 2009.

(T03-0856)

Exploration Licence No. 6190, THE COLONIAL COPPER COMPANY PTY. LTD. (ACN 007 930 243), area of 6 units. Application for renewal received 5 January 2009.

(T03-0878)

Exploration Licence No. 6249, GUM RIDGE MINING PTY LIMITED (ACN 108 530 650), area of 4 units. Application for renewal received 30 December 2009.

(T03-0877)

Exploration Licence No. 6268, SAMS REEF MINING PTY LIMITED (ACN 108 530 712), area of 60 units. Application for renewal received 24 December 2009.

(T03-0880)

Exploration Licence No. 6315, BLUE JACKET MINING PTY LIMITED (ACN 109 556 247), area of 58 units. Application for renewal received 24 December 2009.

(T03-0882)

Exploration Licence No. 6316, LADY BURBETT MINING PTY LIMITED (ACN 109 556 158), area of 10 units. Application for renewal received 24 December 2009.

(Z04-0605)

Exploration Licence No. 6377, COLUMBINE RESOURCES PTY LTD (ACN 110 711 656), area of 32 units. Application for renewal received 30 December 2009.

(Z04-0606)

Exploration Licence No. 6378, COLUMBINE RESOURCES PTY LTD (ACN 110 711 656), area of 39 units. Application for renewal received 24 December 2009.

(Z05-0167)

Exploration Licence No. 6425, LADY BURBETT MINING PTY LIMITED (ACN 109 556 158), area of 10 units. Application for renewal received 30 December 2009.

(Z05-0212)

Exploration Licence No. 6456, TOM'S WATERHOLE PTY LIMITED (ACN 111 557 807), area of 9 units. Application for renewal received 30 December 2009.

(Z05-0191)

Exploration Licence No. 6466, GOLD AND COPPER RESOURCES PTY LIMITED (ACN 124 534 863), area of 148 units. Application for renewal received 30 December 2009.

(Z05-0238)

Exploration Licence No. 6481, GOSLING CREEK PTY. LIMITED (ACN 115 351 981), area of 13 units. Application for renewal received 30 December 2009.

(Z05-0214)

Exploration Licence No. 6506, WARATAH GOLD LIMITED (ACN 125688940), area of 9 units. Application for renewal received 22 December 2009.

(Z05-0268)

Exploration Licence No. 6529, GUM RIDGE MINING PTY LIMITED (ACN 108 530 650), area of 3 units. Application for renewal received 24 December 2009.

(Z05-0291)

Exploration Licence No. 6562, GUM RIDGE MINING PTY LIMITED (ACN 108 530 650), area of 5 units. Application for renewal received 24 December 2009.

(Z06-0092)

Exploration Licence No. 6588, GOLD AND COPPER RESOURCES PTY LIMITED (ACN 124 534 863), area of 24 units. Application for renewal received 24 December 2009.

(Z06-0056)

Exploration Licence No. 6674, GUM RIDGE MINING PTY LIMITED (ACN 108 530 650), area of 46 units. Application for renewal received 24 December 2009.

(Z06-0030)

Exploration Licence No. 6705, BLOOMFIELD COLLIERIES PTY LTD (ACN 000 106 972), area of 942 hectares. Application for renewal received 21 December 2009.

(T07-0470)

Exploration Licence No. 6998, BRIGHT PROSPECTS PTY LTD (ACN 127 841 543), area of 17 units. Application for renewal received 23 December 2009.

(Z07-0186)

Exploration Licence No. 7002, SULTAN CORPORATION LIMITED (ACN 061 219 985), area of 33 units. Application for renewal received 24 December 2009.

(Z07-0350)

Exploration Licence No. 7013, NIMROD RESOURCES LIMITED (ACN 130 842 063), area of 91 units. Application for renewal received 17 December 2009.

(Z07-0314)

Exploration Licence No. 7014, HILL END GOLD LIMITED (ACN 072 692 365), area of 2 units. Application for renewal received 21 December 2009.



(Z07-0141)

Exploration Licence No. 7015, NSW TIN PTY LIMITED (ACN 126 083 967), area of 49 units. Application for renewal received 31 December 2009.

(Z07-0154)

Exploration Licence No. 7016, NSW TIN PTY LIMITED (ACN 126 083 967), area of 50 units. Application for renewal received 24 December 2009.

(Z07-0362)

Exploration Licence No. 7017, HILL END GOLD LIMITED (ACN 072 692 365), area of 87 units. Application for renewal received 21 December 2009.

(Z07-0390)

Exploration Licence No. 7018, RAPTOR MINERALS LIMITED (ACN 101 168 343), area of 80 units. Application for renewal received 21 December 2009.

(Z07-0321)

Exploration Licence No. 7021, HARDIE INFRASTRUCTURE PTY LTD (ACN 105 959 804), area of 28 units. Application for renewal received 18 December 2009.

(Z07-0160)

Exploration Licence No. 7035, MARIO PAGNON, area of 6 units. Application for renewal received 23 December 2009.

(Z07-0195)

Exploration Licence No. 7036, CRYSTAL MINERALS PTY LTD (ACN 121 287 563), area of 134 units. Application for renewal received 18 December 2009.

(Z07-0198)

Exploration Licence No. 7039, CRYSTAL MINERALS PTY LTD (ACN 121 287 563), area of 79 units. Application for renewal received 18 December 2009.

(Z07-0200)

Exploration Licence No. 7041, CRYSTAL MINERALS PTY LTD (ACN 121 287 563), area of 89 units. Application for renewal received 18 December 2009.

(Z07-0214)

Exploration Licence No. 7050, PRORATA RESOURCES PTY LIMITED (ACN 129 617 090), area of 50 units. Application for renewal received 23 December 2009.

(Z07-0355)

Exploration Licence No. 7051, GOLDEN CROSS OPERATIONS PTY. LTD. (ACN 050 212 827), area of 30 units. Application for renewal received 24 December 2009.

(Z06-0129)

Exploration Licence No. 7052, GOLD AND COPPER RESOURCES PTY LIMITED (ACN 124 534 863), area of 11 units. Application for renewal received 24 December 2009.

(T07-0451)

Exploration Licence No. 7054, HARDIE INFRASTRUCTURE PTY LTD (ACN 105 959 804), area of 26 units. Application for renewal received 24 December 2009.

(Z07-0088)

Exploration Licence No. 7055, GOLD AND COPPER RESOURCES PTY LIMITED (ACN 124 534 863), area of 30 units. Application for renewal received 24 December 2009.

(Z07-0286)

Exploration Licence No. 7058, RIMFIRE PACIFIC MINING NL (ACN 006 911 744), area of 35 units. Application for renewal received 17 December 2009.

(Z07-0366)

Exploration Licence No. 7060, NEWMONT EXPLORATION PTY LTD (ACN 006 306 690), area of 19 units. Application for renewal received 22 December 2009.

(Z07-0367)

Exploration Licence No. 7061, NEWMONT EXPLORATION PTY LTD (ACN 006 306 690), area of 11 units. Application for renewal received 22 December 2009.

(Z07-0368)

Exploration Licence No. 7062, NEWMONT EXPLORATION PTY LTD (ACN 006 306 690), area of 53 units. Application for renewal received 22 December 2009.

(Z07-0369)

Exploration Licence No. 7063, NEWMONT EXPLORATION PTY LTD (ACN 006 306 690), area of 33 units. Application for renewal received 22 December 2009.

(Z07-0371)

Exploration Licence No. 7064, NEWMONT EXPLORATION PTY LTD (ACN 006 306 690), area of 27 units. Application for renewal received 22 December 2009.

(Z07-0476)

Exploration Licence No. 7065, GOLDEN CROSS OPERATIONS PTY. LTD. (ACN 050 212 827), area of 69 units. Application for renewal received 24 December 2009.

(M83-3235)

Coal Lease No. 327 (Act 1973), COAL and ALLIED OPERATIONS PTY LTD (ACN 000 023 656), area of 6.482 hectares. Application for renewal received 23 December 2009.

(T95-0225)

Mining Lease No. 210 (Act 1973), HARDY MARR CONSTRUCTIONS PTY LIMITED (ACN 000 374 649), area of 1.46 hectares. Application for renewal received 18 December 2009.

(T93-1035)

Mineral Lease No. 3333 (Act 1906), HARDY MARR CONSTRUCTIONS PTY LIMITED (ACN 000 374 649), area of 8094 square metres. Application for renewal received 18 December 2009.

(T91-0445)

Mineral Lease No. 3986 (Act 1906), HARDY MARR CONSTRUCTIONS PTY LIMITED (ACN 000 374 649), area of 8094 square metres. Application for renewal received 18 December 2009.

(T93-1034)

Mineral Lease No. 4925 (Act 1906), HARDY MARR CONSTRUCTIONS PTY LIMITED (ACN 000 374 649), area of 2.183 hectares. Application for renewal received 18 December 2009.

(Z05-2403)

Private Lands Lease No. 3720 (Act 1906), THE AUSTRAL BRICK COMPANY PROPRIETARY LIMITED (ACN 000 005 550), area of 15.71 hectares. Application for renewal received 18 December 2009.

IAN MACDONALD, M.L.C.,  
Minister for Mineral and Forest Resources

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### RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(Z07-5411)

Exploration Licence No. 3326, STRAITS (HILLGROVE) GOLD PTY LTD (ACN 102 660 506), County of Sandon, Map Sheet (9236), area of 8 units, for a further term until 22 August, 2011. Renewal effective on and from 16 December 2009.

(T99-0136)

Exploration Licence No. 5635, SNOWMIST PTY LTD (ACN 011 041 384) AND ALAMO LIMESTONE PTY LTD (ACN 094 851 911), County of Brisbane, Map Sheet (9134), area of 3 units, for a further term until 13 October, 2011. Renewal effective on and from 15 December 2009.

(T00-0181)

Exploration Licence No. 5842, POLYMETALS (MT BOPPY) PTY LTD (ACN 129 225 207), Counties of Canbelego, Flinders, Mouramba and Robinson, Map Sheet (8134), area of 74 units, for a further term until 19 April, 2011. Renewal effective on and from 21 December 2009.

(Z07-2726)

Exploration Licence No. 5860, WHITE MINING (NSW) PTY LIMITED (ACN 089 414 595), AUSTRAL-ASIA COAL HOLDINGS PTY LTD (ACN 113 038 663) AND ICRA ASHTON PTY LTD (ACN 097 499 780), County of Durham, Map Sheet (9133), area of 272 hectares, for a further term until 21 May, 2012. Renewal effective on and from 17 December 2009.

(T03-0014)

Exploration Licence No. 6085, ALKANE RESOURCES LTD (ACN 000 689 216), County of Narromine, Map Sheets (8532, 8533), area of 21 units, for a further term until 20 May, 2011. Renewal effective on and from 21 December 2009.

(Z08-0880)

Exploration Licence No. 6288, MOOLARBEN COAL MINES PTY LIMITED (ACN 108 601 672), KORES AUSTRALIA MOOLARBEN COAL PTY LIMITED (ACN 129132501) AND SOJITZ MOOLARBEN RESOURCES PTY LTD (ACN 126 287 027), Counties of Bligh and Phillip, Map Sheet (8833), area of 103 square kilometres, for a further term until 22 August, 2012. Renewal effective on and from 2 December 2009.

(Z04-0652)

Exploration Licence No. 6419, STRAITS (HILLGROVE) GOLD PTY LTD (ACN 102 660 506), Counties of Clarke and Sandon, Map Sheets (9236, 9237, 9337), area of 97 units, for a further term until 16 May, 2011. Renewal effective on and from 4 January 2010.

(Z05-0210)

Exploration Licence No. 6459, SCORPIO RESOURCES PTY LTD (ACN 109 158 769), County of Macquarie, Map Sheet (9335), area of 50 units, for a further term until 7 August, 2011. Renewal effective on and from 15 December 2009.

(Z06-4101)

Exploration Licence No. 6693, BARFUSS CORPORATION PTY. LTD. (ACN 006 917 666), County of Parry, Map Sheet (9135), area of 18 units, for a further term until 3 January, 2011. Renewal effective on and from 4 January 2010.

(Z07-0260)

Exploration Licence No. 6910, CENTAURUS RESOURCES LIMITED (ACN 120 281 969), Counties of Ashburnham, Kennedy and Narromine, Map Sheet (8532), area of 30 units, for a further term until 16 October 2011. Renewal effective on and from 21 December 2009.

IAN MACDONALD, M.L.C.,  
Minister for Mineral and Forest Resources

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### WITHDRAWAL OF APPLICATION FOR RENEWAL

NOTICE is given that the application for renewal in respect of the following authority has been withdrawn:

(T97-1269)

Exploration Licence No. 5400, ZEOLITE AUSTRALIA PTY LIMITED (ACN 000 038 497), County of Buckland, Map Sheet (9035), area of 2 units. The authority ceased to have effect on 18 December 2009.

IAN MACDONALD, M.L.C.,  
Minister for Mineral and Forest Resources

# Roads and Traffic Authority

## ROAD TRANSPORT (GENERAL) ACT 2005

Notice under Clause 20 the Road Transport (Mass, Loading and Access) Regulation 2005

SHELLHARBOUR 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 25 metre B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

BRIAN WEIR,  
General Manager,  
Shellharbour City Council  
(by delegation from the Minister for Roads)  
Date: 16 December 2009

### SCHEDULE

#### 1. Citation

This Notice may be cited as Shellharbour City Council 25 Metre B-Double route Notice No. 1/2009.

#### 2. Commencement

This Notice takes effect on the date of gazettal.

#### 3. Effect

This Notice remains in force until 30 September 2010 unless it is amended or repealed earlier.

#### 4. Application

This Notice applies to those 25 metre B-Double vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

#### 5. Routes

Type	Road No.	Road Name	Starting Point	Finishing Point	Conditions
25m		Pioneer Drive, Oak Flats	MR611 New Lake Entrance Road	Industrial Road	
25m		Industrial Road, Oak Flats	Pioneer Drive	Industrial Lane	
25m		Industrial Lane, Oak Flats	Industrial Road	No. 108a Industrial Road	Entry via southern driveway and exit via northern driveway.

## ROADS ACT 1993

### LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Moonee Beach in the Coffs Harbour 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

## SCHEDULE

ALL that piece or parcel of land situated in the Coffs Harbour City Council area, Parish of Moonee and County of Fitzroy, shown as Lot 1 Deposited Plan 748506 being the whole of the land in Certificate of Title 1/748506, excluding any existing easements from the compulsory acquisition of the said Lot 1.

The land is said to be in the possession of Paul Edward Nicholls and Sandra Nicholls.

(RTA Papers: 9M3498)

## Other Notices

### NATIONAL PARKS AND WILDLIFE ACT 1974

#### PROCLAMATION

I, Professor MARIE BASHIR, A.C., C.V.O., Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 68 of the National Parks and Wildlife Act 1974, with the consent of every owner and occupier do, on the recommendation of the Director-General of the Department of Environment and Climate Change, by this my Proclamation declare the lands described hereunder to be a wildlife refuge for the purposes of the abovementioned Act.

To be known as “The North Paddock Wildlife Refuge”

Signed and sealed at Sydney this 25th day of November 2009.

MARIE BASHIR, A.C., C.V.O.,  
Governor

By Her Excellency’s Command

FRANK SARTOR, M.P.,  
Minister for Climate Change and the Environment

GOD SAVE THE QUEEN!

Description

*Land District – Braidwood;  
Council – Palerang*

County of St Vincent, Parish of Budawang, 42.29 hectares, being Lots 1 and 7, DP 862387. DECC FIL09/6995

### POISONS AND THERAPEUTIC GOODS ACT 1966

Order Under Clause 175 (1),  
Poisons and Therapeutic Goods Regulation 2008

Withdrawal of Drug Authority

IN accordance with the provisions of clause 175 (1) of the Poisons and Therapeutic Goods Regulation 2008 an Order has been made on Dr PAUL STEPHENS (MPO 152536), 110 Wentworth Street, Blackheath NSW 2785, prohibiting him until further notice, as a medical practitioner from supplying or having possession of drugs of addiction as authorised by clause 101 of the Regulation and issuing a prescription for a drug of addiction as authorised by clause 77 of the Regulation.

This order is to take effect on and from 11 January 2010.

Professor DEBORA PICONE, A.M.,  
Director-General

Department of Health, New South Wales,  
Sydney, 23 December 2009

### TOTALIZATOR ACT 1997 (NEW SOUTH WALES)

#### Amendments to TAB Limited Sports Betting Rules

IN accordance with the provisions of section 54 of the Totalizator Act 1997, the Minister for Gaming and Racing has approved of the following amendments to TAB Limited Sports Betting Rules.

#### 5. DETERMINATION OF RESULTS

Delete Clause 5.1.13 and replace with the following:

5.1.13 Change of venue of sports betting event  
Unless agreed otherwise by TAB and the customer at the time of making the sports bet, in the event of a change to venue of a sports betting event involving named competitors, all sports bets relating to that event are deemed void and are to be refunded except as provided by clause 5.2.8.2. If this circumstance arises in the context of one or more legs of a multiple sports bet, only the affected leg(s) of the sports bet is deemed void.

#### 5.2 SPORTS SPECIFIC RULES

Delete Clause 5.2.8.1 and replace with the following new clause 5.2.8.1.

5.2.8.1 A tennis match is deemed to have commenced with the first serve. If, for any reason, a competitor or a doubles team withdraws, is disqualified or fails to complete a match after it has commenced, all sports bets not already determined when the match is terminated are deemed void and are to be refunded. Affected multiple bets will be recalculated on the same basis as applying to the calculation of payouts in the case of postponed or abandoned sports betting events under clause 5.1.9 (c).

Delete Clause 5.2.8.2 and replace with the following new clause 5.2.8.2.

5.2.8.2 Where for any reason, the venue for a tennis match is changed but does not involve a change in the type of playing surface then clause 5.1.13 does not apply.

Insert the following new clause after clause 5.2.8.2

5.2.8.3 Clause 5.2.8.2 applies equally to betting on matches and tournament betting.



Local Court of New South Wales

## **Practice Note 2 of 2007**

**Amended 1<sup>st</sup> June 2008**

**Re-issued pursuant to section 27 Local Court Act 2007**

**Issued pursuant to section 15 of the *Civil Procedure Act 2005 (CPA)***

1. That so far as this Practice Note is inconsistent with Practice Note 1 of 2000, Practice Note 1 of 2000 is superseded.
2. This Practice Note commences on 1<sup>st</sup> March 2007.
3. **Objectives and Purpose**
  - 3.1 The purpose of this Practice Note is to indicate a limitation on the maximum amount of costs that will generally be awarded in proceedings for liquidated claims to which this Practice Note applies.<sup>1</sup>
  - 3.2 Where the amount claimed is \$20,000 or less the Court's discretion as to costs in proceedings will in general terms be exercised so that the maximum amount of costs awarded in respect of the proceedings, after the first defence is filed, is limited pursuant to Rule 42.4 of the Uniform Civil Procedure Rules, 2005 (UCPR). Maximum costs should NOT be considered as the standard amount to be awarded. Costs will be subject to agreement or assessment in appropriate proceedings, however, the amount of costs should not exceed the maximum unless the court otherwise orders.
  - 3.3 Costs mentioned in this Practice Note do not include general disbursements but do include Counsel's fees.
4. **Limitation on Amount of Costs to be Awarded.**
  - 4.1 This Practice note applies to proceedings in the General Division in which the amount claimed does not exceed \$20,000 and to all matters transferred from the Small Claims Division to the General Division.
  - 4.2 Unless the court otherwise orders, this Practice Note applies to proceedings no matter when commenced where the first defence is filed or (in the case of a matter commenced in the Small Claims Division) where the matter is transferred from the Small Claims Division to the General Division, after the commencement of this Practice Note.
  - 4.3 Unless the Court in a particular case determines otherwise, the discretion of the Court as to costs incurred after the first defence is filed will be exercised as if a maximum costs order under r 42.4 of the Uniform Civil Procedure Rules 2005 ("the UCPR") had been made in the proceedings at the time of filing of the first defence in the terms set out below ("the maximum costs order"). Costs up to and including the filing of the first defence will not be included in the amount specified in the maximum costs order, but may be ordered in addition to that amount.
  - 4.4 **Rule 42.4 Maximum Costs Order.**

The discretion of the court to award costs shall be exercised so as not to exceed the following amounts:

    - (a) where the plaintiff succeeds – 25% of the amount awarded by the court
    - (b) where the defendant succeeds – 25% of the amount claimed by the plaintiff.

<sup>1</sup> See Part 6 of Civil Procedure Act, 2005



## 5. Maximum Costs Order for Matters Transferred From the Small Claims Division to the General Division

- 5.1 The Rule 42.4 Maximum Costs Order for matters commenced in the Small Claims Division and subsequently transferred to the General Division is as follows:
1. Pursuant to Rule 42.4 of the UCPR, the maximum costs which may be recovered by a successful party shall be fixed at \$2,500.

## 6. Variation of Rule 42.4 Maximum Costs Order

- 6.1 Any party seeking to vary the Rule 42.4 Maximum Costs Order or such other Rule 42.4 Orders as may be in force may make application at any time but not later than two weeks prior to the first Review date.
- 6.2 An application for a variation of the Rule 42.4 Maximum Costs Order or such other Rule 42.4 order as may be in force:
- 6.2.1 must be made by way of notice of motion;
  - 6.2.2 must be served by the applicant on each party who may be affected by the application no later than five days before the return date of the motion.
  - 6.2.3 the notice of motion must be supported by an affidavit containing information as to the importance of the subject matter of the proceedings and the complexity of the proceedings (section 60 CPA);
  - 6.2.4 the supporting affidavit must include an estimate of the costs of the party on an ordinary basis as at the date of the application, and an estimate of the costs on an ordinary basis which will be incurred between the date of the application and the completion of the trial; and
  - 6.2.5 the supporting affidavit must *NOT* annex a bill of costs of the party making the application.
  - 6.2.6 the notice of motion must specify an amount sought as an alternative maximum costs order.
- 6.3 A party who may be affected by an application for variation of the Rule 42.4 Maximum Costs Order may file at the registry and serve on all other active parties an affidavit responding to the notice of motion. That affidavit may specify an amount sought as an alternative maximum costs order.
- 6.4 The Court will determine an application for a variation of the Rule 42.4 Maximum Costs Order up until the time of first Review and may make the following orders:
1. An order that the Rule 42.4 Maximum Costs Order shall continue to apply
  2. An alternate Rule 42.4 order
  3. Such order as the court deems appropriate.

## 7. Court's Discretion as to Indemnity Costs

- 7.1 This Practice Note does not affect the power of the Court to exercise its discretion to depart from the orders specified herein or make orders for indemnity costs in appropriate cases.

## 8. Maximum Costs Orders where Cross Claims filed

- 8.1 Where, in any proceedings to which this Practice Note applies, a defendant seeks to cross claim against the plaintiff or any other person, the successful party shall be entitled to a costs order as if the proceedings had been separately commenced.

G. L. Henson  
Chief Magistrate





Local Court of New South Wales

### **Practice Note 3 of 2007**

Issued pursuant to section 15 of the *Civil Procedure Act 2005 (CPA)*

Re-issued pursuant to section 27 Local Court Act 2007

1. This Practice Note commences on 1<sup>st</sup> March 2007.
2. This Practice Note applies to proceedings in the General Division of the Local Court and, unless the Court otherwise orders, it applies to any such proceedings (irrespective of when the proceedings were commenced) in which the first Defence is filed after the commencement of this Practice Note.
3. **Objectives and Purpose**
  - 3.1 The objective of this Practice Note is to ensure, by directions pursuant to section 62 of the CPA, that the court's practice and procedure is applied with a view to determining proceedings justly and in a timely manner.
  - 3.2 The purpose of this Practice Note is to advise that this objective may, in an appropriate case, result in the Court limiting the time that may be taken in the examination, cross examination or re-examination of witnesses.
4. **Directions as to conduct of the hearing**
  - 4.1 At the Call Over, the Court upon fixing the matter for hearing shall in addition to any other case management direction make a direction that the parties shall hand to the Magistrate conducting the Review (paragraph 7.5 of Practice Notice 1 of 2005) a document (Civil Listing Advice) in the form attached to this Practice Direction providing a List of witnesses and a reliable estimate of time required for the examination in chief, cross examination or re-examination of each witness.
  - 4.2 At the Review, the Court, upon being satisfied that the estimate time is reasonable having regard to the objectives set out in section 56(1) CPA and to those matters set out in sections 62(4) and 62(5) CPA, will confirm the hearing date.
  - 4.3 The Court, if it is not satisfied that the estimated time is reasonable, will make such directions in accordance with section 62(3) of the CPA as may be necessary having regard to the overriding objectives set out in section 56(1) CPA and to those matters set out in sections 62(4) and 62(5) CPA.
  - 4.4 If a party unduly exceeds the estimate of time for examination in chief or cross examination of a witness, the court may, of its own motion or upon the application of any other party, consider limiting further questioning of the witness.
  - 4.5 In determining whether or not as to what, if any, extent to limit further questioning, the court will have regard to the principles set out in Part 6 of the Civil Procedure Act.

G L Henson  
Chief Magistrate

**LOCAL COURT**  
CIVIL LISTING ADVICE

(IMPORTANT – Where the parties are represented by a barrister or solicitor a completed and signed copy of this document must be given to each party's representative on the review date)

Parties:			
-v-			
Case Number(s):			
REVIEW DATE:			
HEARING DATE:			
	Estimated Time for Examination In Chief	Estimated Time for Cross Examination	Total Time Witness Required
<b>Plaintiff – WITNESSES</b>			
1.			
2.			
3.			
4.			
5.			
6.			
TOTAL:			
<b>Defendant – WITNESSES</b>			
1.			
2.			
3.			
4.			
5.			
6.			
TOTAL:			
ESTIMATE OF LENGTH OF HEARING			
IS AN INTERPRETER REQUIRED:		Yes/No (please circle one)	
WHAT LANGUAGE:			
PLAINTIFF'S	NAME:		
SOLICITOR/COUNSEL:	CONTACT No.:		
	SIGNATURE:		
DEFENDANT'S	NAME:		
SOLICITOR/COUNSEL:	CONTACT No.:		
	SIGNATURE:		



Local Court of New South Wales

### **Practice Note 4 of 2007**

Re-issued pursuant to section 27 Local Court Act 2007

#### **Provision of Psychiatric Reports to Correctional Facilities**

1. In many cases coming before the Court, psychiatric reports are tendered during the proceedings. Often it would be of assistance to the Department of Corrective Services and prisoners if these reports were transported back to the prison with the prisoner. The Department of Corrective Services has agreed to facilitate this.
2. Accordingly, in cases where it is requested that the report accompany the prisoner, a separate copy of the report should be placed in a sealed envelope and addressed to the Nursing Unit Manager of the correctional centre or a nominated person within Justice Health. This will enable the Magistrate to request that the report accompany the prisoner.

Graeme Henson  
Chief Magistrate



Local Court of New South Wales

## PRACTICE NOTE 5 of 2007

Re-issued pursuant to section 27 Local Court Act 2007

### **Procedures to be adopted for persons in custody at Courts/Circuits with NO Audio Visual Link facilities**

This Practice Note relates to accused persons who are in custody - refused bail or unable to meet bail set on first appearance before a magistrate and subsequent appearances at Court pending final hearing or sentence.

This Practice Note applies in all Children's Courts where the accused person is a child detainee unless the Court otherwise directs<sup>1</sup>.

This Practice Note does not apply if the original court is satisfied that it is in the interests of justice for the accused to appear personally before the court.<sup>2</sup>

The aim of the Practice Note is to ameliorate the necessity of persons in custody being taken long distances to and from court for brief interlocutory appearances before the court.

The procedures outlined are also intended to ensure the utilisation of Audio Visual Link (AVL) technology is conducted in the most efficient manner.

This Practice Note will take effect on and from 3 September, 2007.

#### **1. Courts without AVL Facilities**

Presiding magistrates at Local Courts (original courts), either on the same circuit or on circuits surrounding courts with AVL facilities, will adjourn all matters (other than matters for hearing or sentence) where accused persons are in custody, to the nearest or appropriate allocated Court with AVL facilities.

#### **2. Local Courts with AVL Facilities**

- 2.1 Presiding Magistrates at Local Courts with AVL facilities will manage all matters involving persons in custody from surrounding courts including:
  - Hearing of bail applications
  - Making of brief orders
  - Making of further brief orders
  - Listing matters for hearing or sentence at the original Court
  - Adjournments pending the resolution of representations
- 2.2 When a matter from a surrounding Court is ready to be listed for hearing or sentence, it will be necessary for the parties through the registrar at the Court with the AVL facility to ascertain a suitable date for the adjournment of the matter to the original Court for hearing or sentence.
- 2.3 This Practice Note does not affect arrangements currently in place for Centralised Committals nor the courts at which committal proceedings are dealt with.

G. L. Henson  
CHIEF MAGISTRATE

<sup>1</sup> Section 5BBA(1)(3) Evidence (Audio and Audio Visual Links) Act, 1998 No 105

<sup>2</sup> Section 5BA (4) Evidence (Audio and Audio Visual Links) Act 1998 No 105



Local Court of New South Wales

### **Practice Note 6 of 2007**

Issued pursuant to section 15 of the Civil Procedure Act, 2005 (CPA)

Re-issued 18<sup>th</sup> December, 2009

1. This Practice Note applies to all matters listed for Review on or after 3 September 2007.
2. This Practice Note applies to proceedings in the General Division of the Local Court where the issue or one of the issues to be determined is the quantum of damages arising or claimed to arise as a result of a motor vehicle accident.
3. To the extent that this Practice Note is inconsistent with Practice Note 1 of 2005, 2 of 2007 or Practice Note 3 of 2007 this Practice Note shall apply.
4. **Objectives and Purpose**
  - 4.1 The object of this Practice Note is facilitate the just, quick and cheap resolution of proceedings where a dispute relating to quantum arising from a claim for the recovery of damages that is a consequence of damage as a result of the negligence of the defendant or the defendant's servant or agent in driving, riding or controlling a motor vehicle within the meaning of the Motor Accidents Compensation Act 1999. (hereinafter referred to as "*the Cost of Repairs*").<sup>1</sup>
  - 4.2 The first purpose of this Practice Note is to ensure, from an early point of time, the Court and all parties are cognizant of the amount in dispute between the parties concerning the Cost of Repairs.
  - 4.3 The second purpose of this Practice Note is to provide procedural certainty as to the maximum costs generally awarded in proceedings to which this Practice Note applies having regard to the proportionate, importance and complexity of the subject-matter in dispute.<sup>2</sup>
5. **Procedure at the first call over**
  - 5.1 The parties shall advise the Court that the proceedings relate to a motor vehicle accident and that liability and/or the quantum of damages is in issue.
  - 5.2 The parties shall advise the Court as to the amount claimed by the plaintiff as representing the Cost of Repairs; the amount claimed by the defendant as representing the Cost of Repairs; and the amount of the Cost of Repairs remaining in dispute (hereinafter referred to as "*the Disputed Cost of Repairs.*")
  - 5.3 The Court may require the advice to be given by the parties as referred to in 5.2 to be given in writing and signed by the parties or their legal representatives
6. **Standard Directions as to Expert Witness Evidence**
  - 6.1 That unless the Court otherwise orders, upon being satisfied the proceedings are proceedings to which this Practice Note applies and that the parties have satisfied the provisions contained in paragraph 5.1 and 5.2 herein, the following Direction, in addition to the Standard Directions made pursuant to Practice Note 1 of 2005 shall be made.
  - 6.2 Each witness to be called to give expert evidence for each party is required to confer ("*the Conference*") at least twenty eight days prior to the Review Date.

<sup>1</sup> Section 56 Civil Procedure Act, 2005

<sup>2</sup> Section 60 Civil Procedure Act, 2005

- 6.3 That as a result of the Conference the witnesses to give expert evidence on quantum of damages are required to state with precision in writing in the form of a Scott Schedule, no later than fourteen days prior to the Review Date, the points of agreement and differences between them.
- 6.4 If the witnesses to be called by the parties to give expert evidence do not agree on all issues between them, the parties will, before the Review, agree on a “Parties Single Expert”<sup>3</sup> to report on the points of difference between the parties.
- 6.5 In the absence of agreement between the parties of the appointment of a “Parties Single Expert”, the Court at the Review will appoint an expert<sup>4</sup> from a list to be provided by the parties, to inquire into and report of the points of difference between the parties.
- 6.6 That unless the Court otherwise orders, there will be a maximum of one hour allowed for the Cross Examination of the Parties Single Expert or the Court Appointed Expert by each party.
- 6.7 A maximum of thirty minutes will be allowed for each party to address on the evidence before the Court.

## 7. Maximum Cost Orders where liability is not in issue

- 7.1 This paragraph applies to proceedings where liability has been admitted and the only issue for determination between the parties is the Cost of Repairs.
- 7.2 For the purposes of this Practice Note, the term “Maximum Costs Order” means an order made in accordance with Rule 42.4 of the Uniform Civil Procedure Rules 2005 that the maximum costs a party may be required to pay another party shall not exceed an amount for solicitors and/or barristers fees calculated in accordance with this rule plus, where applicable, reasonable disbursements, witness expenses and expert fees.
- 7.3 For the purpose of determining the Solicitors and/or Barristers fee component of the Maximum Cost Order as hereafter provided the following definitions shall apply:
- PA. means the *amount claimed by the Plaintiff* as representing the Cost of Repairs.
- DA. means the *amount claimed or accepted by the Defendant* as representing the Cost of Repairs.
- MACA. means the *mean average of the claimed amount* and is calculated by the following formula,  $(PA+DA)/2 = MACA$
- DC. means the amount of *the disputed cost of repairs* calculated by the formula,  $PA - DA = DC$
- MADC means the *mean average of the disputed cost of repairs amount* and is calculated by the following formula,  $DC/2 = MADC$
- CDA. means the *Court Determined Amount* which is the amount determined by the Court as representing the Cost of Repairs.
- BASE AMOUNT means the amount of \$2,500.00 or otherwise an amount which is 25% of the amount of *the disputed cost of repairs*, whichever is the greater.
- 7.4 Where the amount determined by the Court as representing the Cost of Repairs of the quantum of damage is equal to the amount claimed or accepted by the defendant or less than the *mean average of the claimed amount*, a *Maximum Costs Order* shall be made in favour of the defendant.
- 7.5 Where the amount determined by the Court as representing the cost of repairs of the quantum of damage is equal to the *mean average of the claimed amount*, then unless the court otherwise orders, no order as to costs will be made.
- 7.6 Where the amount determined by the Court as representing the cost of repairs of the quantum of damage is greater than the *mean average of the claimed amount*, a *Maximum Costs Order* shall be made in favour of the plaintiff.

<sup>3</sup> Subdivision 4 of Part 31 of the Uniform Civil Procedure Rules 2005

<sup>4</sup> Subdivision 5 of Part 31 of the Uniform Civil Procedure Rules 2005



- 7.7 Where the defendant is entitled to the benefit of the *Maximum Costs Order*, the Solicitors and/or Barristers component of the *Maximum Costs Order* shall be calculated in accordance with the following formula.

$$\frac{(\text{MACA} - \text{CDA})}{\text{MADC}} \times \text{BASE AMOUNT} = \text{SOLICITOR/BARRISTER COMPONENT}$$

- 7.8 Where the plaintiff is entitled to the benefit of the *Maximum Costs Order*, the Solicitors and/or Barristers component of the *Maximum Costs Order* shall be calculated in accordance with the following formula.

$$\frac{(\text{CDA} - \text{MACA})}{\text{MADC}} \times \text{BASE AMOUNT} = \text{SOLICITOR/BARRISTER COMPONENT}$$

## 8. Maximum Cost Orders where liability and quantum are in issue

- 8.1 This rule applies to proceedings where liability has not been admitted and the court is required to make a determination both as to liability and as to the quantum of damages sustained to the motor vehicle in a motor vehicle accident.
- 8.2 The Court shall make in addition to the Maximum Costs Order calculated in accordance with Paragraph 7 a Costs Order in accordance with Rule 8.3 or 8.4 as the case may be.
- 8.3 Where the defendant has not admitted liability and the Court has made a finding in favour of the plaintiff on the issue of liability, then in addition to any Maximum Costs Order made in accordance with Paragraph 7, the Court shall order that the defendant pay to the plaintiff the sum of \$1,500.00 for any additional costs and disbursements incurred in proving the issue of liability.
- 8.4 Where the defendant has not admitted liability and the Court has made a finding in favour of the defendant on the issue of liability, then in addition to any Maximum Costs Order made in accordance with Paragraph 7, the Court shall order that the plaintiff pay to the defendant the sum of \$1,500.00 for any additional costs and disbursements incurred in defending the issue of liability.

## 9. Court's Discretion as to Indemnity Costs

- 9.1 The Practice Note does not affect the power of the Court to exercise its discretion to depart from the orders specified herein or make orders for indemnity costs in appropriate cases.

G. L. Henson  
Chief Magistrate



Local Court of New South Wales

## **PRACTICE NOTE No. 7 of 2007**

ISSUED: 9 November 2007

Re-issued pursuant to section 27 Local Court Act 2007

### **LISTING PROCEDURE FOR SUMMARY CRIMINAL TRIALS**

This Practice Note applies where a plea of not guilty is entered in respect of proceedings for summary offences, including proceedings for indictable offences that are being dealt with summarily. It applies to proceedings commenced after the enactment of the Criminal Procedure Amendment (Local Court Process Reforms) Act 2007. Practice Note No. 2/2004 no longer applies to this category of proceedings.

The objects of the Practice Note are to ensure summary criminal trials are heard within the Local Court's published time standards and to avoid unnecessary attendance at Court of prosecution witnesses who are not required for cross-examination.

To achieve these objects, the following practice directions are to apply:

- 1. Table 1 matters where Election to proceed on indictment to be considered pursuant to the Criminal Procedure Act 1986**
  - 1.1 On first appearance, if there is no decision as to whether or not an Election is to be made in Table 1 matters, such matters will be adjourned for 14 days for determination of whether an Election is to be made to have the matter dealt with on indictment and an order made for a copy of the person's criminal record (known to the prosecutor) to be served on the Accused Person. In such circumstances, no brief orders are to be made other than in accordance with this Practice Note.
  - 1.2 If a plea of not guilty is indicated on the first appearance despite the fact that no Election has been made by the prosecution, the court may proceed to order a Brief of Evidence in accordance with this Practice Note.
  - 1.3 If an election is made, the matter is to proceed in accordance with Practice Note 4 of 2008.
  - 1.4 If no Election is made, the proceedings are to be dealt with summarily.
- 2. Procedure for ordering Briefs in matters that proceed summarily**
  - 2.1 If the accused enters a plea of not guilty, a Magistrate or the Registrar is to fix a timetable for service of the prosecution brief of evidence upon the accused in all matters other than those mentioned in clause 24 of the Criminal Procedure Regulation 2005, which do not require a brief of evidence.
  - 2.2 Where a plea of not guilty is entered in relation to a matter mentioned in clause 24 of the Criminal Procedure Regulation 2005 as a matter for which a brief of evidence is not required, the matter is to be listed for hearing without requiring the prosecution to serve a brief.
  - 2.3 Where a plea of not guilty is entered in relation to a Table 2 matter, or a summary offence to which a period of imprisonment applies, the brief need not include certain prescribed statements in accordance with clause 24A of the Criminal Procedure Regulation 2005. Under clause 24A(6) reasons must be given where a Magistrate orders, on the application of the accused, that a prescribed statement be included in the brief. Proceedings should not be further adjourned for the service of prescribed statements. Those statements should be served in accordance with section 183(3) of the Criminal Procedure Act.
  - 2.4 Service is to be effected upon the accused in accordance with the provisions of the Local Courts (Criminal and Applications Procedure) Rule 2003.

- 2.5 Unless the Court considers otherwise, the period allowed for service of the brief shall be not less than 4 weeks from the date of the making of the order.
  - 2.6 Where a brief of any type is ordered, unless the Court otherwise orders, the matter should be listed to fix a date for hearing, 14 days after the date for the service of the brief.
  - 2.7 Unless the interests of justice otherwise dictate, failure by the prosecution to comply with the order of the Court for service of the brief will not of itself be regarded as a reason to grant a further adjournment for the sole purpose of allowing additional time for service. Where a plea of not guilty is confirmed, the Court will list the matter for hearing and make a consequential order that the balance of the brief be served not less than 14 days prior to the allocated hearing date.
3. A Brief of Evidence must include a "Court Listing Advice" listing the statements contained within the Brief in the form attached to this Practice Note.
  4. The following further practice directions are to apply *only where the accused is represented by a barrister or a solicitor*.
    - 4.1 To assist in the prompt and effective service of the brief the legal representative of the accused at the time of the making of the brief order is to complete, sign and hand to the prosecutor and to the Court, a Notice of Appearance. The form of the Notice of Appearance is that attached to this Practice Note.
    - 4.2 Upon the adjourned date, in the event that a plea of not guilty is adhered to, the legal representative of the accused is to hand to the Court and to the prosecutor a completed Local Court Listing Advice.
    - 4.3 The prosecution is required only to call at the hearing those witnesses nominated for cross-examination on the Listing Advice. A notation on the Listing Advice Form by the legal representative of the accused that a witness is not required to be called for cross-examination does not prevent the prosecution calling that witness in the prosecution case if the prosecutor is of the opinion the witness is required. The remainder of the brief of evidence must be tendered by the prosecution in its case.
  5. Where it is satisfied that a party has incurred additional costs because of the unreasonable conduct or delays of another party, the court may order that other party to pay such costs as it may determine.<sup>1</sup>

This Practice Note does not operate to make a written statement or any part of the written statement admissible if it is not otherwise admissible.

This amended Practice Note commences on 12 November 2007.

**Graeme Henson**  
**Chief Magistrate**

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<sup>1</sup> S. 216 Criminal Procedure Act

## PRACTICE NOTE 7/2007

## LOCAL COURT LISTING ADVICE

(IMPORTANT – Where the accused person is represented by a barrister or solicitor a completed and signed copy of this document must be given to the Court and the prosecutor on the return date)

<b>CASE:</b>	<b>POLICE v</b>			
<b>CHARGE/SUMMONS REFERENCE NUMBER:</b>				
<b>FOR MENTION:</b>	<b>LOCAL COURT //</b>			
<b>PNG:</b>	<b>CONFIRMED</b>	<b>WITHDRAWN</b>		
<b>STATEMENT IN POLICE BRIEF</b>	<b>WITNESS REQUIRED FOR CROSS-EXAMINATION</b>		<b>IF WITNESS NOT REQUIRED FOR CROSS EXAMINATION IS THE TENDER OF THE STATEMENT CONSENTED TO</b>	
<b>1.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>2.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>3.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>4.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>5.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>6.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>7.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>8.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>9.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>10.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>11.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>12.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>13.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>14.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>15.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>ESTIMATED DURATION OF HEARING</b>	<b>HOURS</b>			
<b>NUMBER OF DEFENCE WITNESSES</b>				
<b>IS AN INTERPRETER REQUIRED?</b>	<b>YES</b>	<b>NO</b>		
<b>WHAT LANGUAGE?</b>				
<b>IS CCTV COURT REQUIRED?</b>	<b>YES</b>	<b>NO</b>		
<b>NOTICE, REG 5 EVIDENCE (CHILDREN) ACT GIVEN?</b>	<b>YES</b>	<b>NO</b>		
<b>ACCUSED PERSON'S SOLICITOR / COUNSEL SIGNATURE AND NAME</b>				
<b>CONTACT PHONE NUMBER</b>				

PRACTICE NOTE 7/2007

NOTICE OF APPEARANCE IN SUMMARY CRIMINAL TRIALS

In the Local Court at: \_\_\_\_\_

I advise I appear on behalf of (name) \_\_\_\_\_

In the matter of Police v \_\_\_\_\_

Police "H" Number reference \_\_\_\_\_

Listed on \_\_\_\_\_

NAME of Legal Representative \_\_\_\_\_

FIRM OF SOLICITORS \_\_\_\_\_

Telephone \_\_\_\_\_

Fax Number \_\_\_\_\_

Email \_\_\_\_\_

SERVICE OF BRIEF DIRECTIONS

I hereby consent that the written statements and copies of proposed exhibits be served on the accused person in the above case by:

1) Facsimile transmission to the legal representative to the above fax number

OR

2) Emailing it to the legal representative to the above email address

OR

3) Posting it to the legal representative to the above postal address

OR

4) Leaving it at the address of the legal representative at the above address

\_\_\_\_\_  
(Signature of Legal Representative)



Local Court of New South Wales

## **Practice Note 1 of 2008**

To commence 7 April 2008

Re-issued pursuant to section 27 Local Court Act 2007

### **Identity theft prevention and anonymisation policy**

#### **1. Scope**

This document determines the Local Court policy on the anonymisation of personal information that is recorded in transcripts and judgments to

- Prevent identity theft in relation to litigants and witnesses involved in court proceedings and
- To anonymise the identities of accused persons and witnesses in appropriate cases.

Unless a presiding magistrate otherwise directs, staff and the Reporting Services Branch (RSB) must comply with this policy when preparing transcripts and judgments in Local Court matters.

#### **2. Purpose**

Including unique personal identifiers are information such as streets numbers of past or present residential addresses, dates of birth, anniversary dates, Medicare numbers, bank account numbers, tax file numbers and driving licence numbers. A person's name and one unique personal identifier can be sufficient to enable identity theft.

Unique personal identifiers in judgments and transcripts is an unnecessary intrusion of privacy and can lead to identity theft. Unique personal identifiers are often given in written and oral evidence.

Any risk of identity theft can easily be avoided by anonymising unique personal identifier information.

Another purpose of this policy is to provide for the anonymisation of accused persons or witnesses in appropriate cases (e.g where an accused person is under 18 or where a witness is the victim of sexual assault).

#### **3. Procedure for anonymising information**

##### **3.1 Numbers**

RSB will use an automated substitution process to partially anonymise all information in number and address format. The last two numbers of a number sequence will be retained in the transcript.

The Magistrate will receive two documents from RSB for each hearing – an expurgated transcript and a register of substitutions.

This process will be applied on a daily basis for transcripts produced by RSB.

##### **3.2 Names and other information**

Magistrates should consider anonymising the following information as a matter of practice.

1. Residential addresses of all victims, witnesses and parties should be omitted if it has no relevance to the case. Addresses of the accused should be omitted or anonymised if this will lead to the identification of the victim.
2. Dates and places of birth of victims and witnesses should be anonymised or omitted.



3. Residential history of accused and victims should be anonymised if this could lead to identities being revealed, eg, “the family moved from Queensland to NSW. They lived in Wagga and then moved to a dairy farm in Berry. They then bought a property in Nowra and lived in the garage for 9 months while the house was being renovated.”
4. Anonymise one or both sets of information if a victim or accused is easily identified because they come from a minority group in a small town Eg. The accused is of Tongan descent and has been living in Numbugga for 3 years.
5. Omit or anonymise names of schools and places of work if it has no relevance to the case.

### 3.3 Legislative requirements

In criminal cases, Magistrates need to be aware of legislation that prohibits the identification of people in certain circumstances (eg. sexual offences).

As well as names, information such as racial characteristics and nationalities may also need to be removed from transcripts and judgments if these are unique characteristics that would cause a person’s identity to be uncovered.

Individual Magistrates will need to issue instructions to RSB, on a case by case basis, to anonymise information in transcripts to meet these legislative requirements.

### 4. Substitution practices

Court staff and the RSB are to use the substitution techniques in the table below whenever unique identifiers appear, unless otherwise directed by a Magistrate.

Information	Notes	Suggested Substitutions
4.1 Dates of birth and anniversaries		<ol style="list-style-type: none"> <li>1. Refer only to the year for anniversaries, eg. “the parties married in 1992”</li> <li>2. Refer only to the month and the year, eg. “the child was born in July 1996”</li> <li>3. Record birth dates as xx xxxx 1997.</li> </ol>
4.2 Addresses	This includes: <ul style="list-style-type: none"> <li>• Property number</li> <li>• Telephone number</li> <li>• Email address</li> <li>• Fax number</li> </ul>	<ol style="list-style-type: none"> <li>1. Anonymise the address eg. xx Street, xxx or the xxxxx property</li> <li>2. Partially obscure phone and fax numbers, eg, xxxxxx99, xxxxxx85.</li> <li>3. Replace email address with xx@xx.</li> </ol>
4.3 Unique numbers	These include: <ul style="list-style-type: none"> <li>• Bank account</li> <li>• Tax file</li> <li>• Medicare</li> <li>• Credit card</li> <li>• Car Registration</li> <li>• Driving Licence</li> <li>• Passport</li> <li>• Student identification</li> </ul>	Remove all or a sequence of the numbers to obscure the reference eg. <ul style="list-style-type: none"> <li>• Medicare No. xxxx xxxx xx34</li> </ul> Or <ul style="list-style-type: none"> <li>• “the accused removed money from the following accounts: xxx59, xxxx28, xxxx68”</li> </ul>

**5. Register of substitutions**

RSB staff should maintain a register of substitutions for verification purposes. Magistrate's staff are required to notify RSB staff of any further substitutions that are implemented in the absence of RSB staff, to ensure the register is up to date.

The register of substitutions can be included as a confidential exhibit if the personal identifiers are required during the course of a trial.

The register must be excluded from copies of transcripts that are purchased or made available to Court libraries and judgments.

Graeme Henson  
Chief Magistrate  
3 April 2008



Local Court of New South Wales

## **Practice Note 2 of 2008**

To commence 7 April 2008

Re-issued pursuant to section 27 Local Court Act 2007

### **Tape recording of court proceedings Practice Note**

#### **Purpose**

This Practice Note permits the media to use tape recorders during court proceedings for the purpose of preparing fair and accurate reports of those proceedings.

#### **Application**

This Practice Note applies to journalists who work for recognised media organisations and who can provide appropriate professional identification.

#### **Approval process**

Upon application through the Registrar of the Court where the proceedings are being held (see *Application by journalist to use a tape recorder during court proceedings*), a presiding magistrate may permit a journalist to take a tape recording of court proceedings for the purpose of preparing a fair and accurate report of those proceedings.

#### **Proceedings not to be disrupted**

It is a condition of approval that tape recording must not cause any disruption to proceedings.

#### **Conversations not to be recorded**

Tape recordings must not be made of private conversations before or after court proceedings or during breaks.

#### **Use of tape recordings**

Tape recordings of court proceedings are not to be broadcast by radio, television or on the internet. Copies of tape recordings of proceedings are not to be made.

#### **Destruction of recordings**

Unless otherwise approved or directed by the Court, tape recordings must be deleted within 24 hours of being made. Until recordings are deleted, they must be kept in the possession of the approved journalist at all times.

#### **Assistance to other journalists**

Journalists who have approval to tape record proceedings are to provide reasonable assistance to other journalists seeking to prepare a fair and accurate report of the proceedings.

#### **Official record of proceedings**

The transcript produced by the Reporting Services Branch is, and will remain, the authoritative record of proceedings.

Graeme Henson  
Chief Magistrate  
3 April 2008



Local Court of  
New South Wales

## Application by journalist to use a tape recorder during court proceedings

Name of proceedings:	
Judicial Officer:	
Date(s):	
Name of journalist:	
ID details & name of employer:	

I undertake to the Court that whenever I make use of a tape recorder during these court proceedings:

1. I will not permit any recording to be used in any way other than for the preparation of publication of a fair and accurate report of the proceedings
2. I will not permit any recording of court proceedings to be broadcast by radio, television or on the internet
3. I will not permit copies to be made of any recording of court proceedings
4. I will not disrupt the proceedings in any way
5. I will only record proceedings and will not record conversations before or after court or during breaks
6. I will, unless otherwise approved or directed by the Court, delete the recording within 24 hours of it being made and retain the recording in my possession at all times until deletion
7. I will provide reasonable assistance to other journalists seeking to listen to the recording to prepare a fair and accurate report of the proceedings as I note that a maximum of two tape recorders are permitted to be used in a courtroom.

I give these undertakings in the knowledge that any breach could result in contempt of court proceedings against me.

Signature of applicant:	
Date:	
Approved/not approved:	
Name and signature of presiding Magistrate:	
Date:	



Local Court of New South Wales

**AMENDED**  
**Practice Note 3 of 2008**

Issued: 17 March 2008

Reissued: 1 May 2008

Reissued: 29 August 2008

**Reissued: 22 December 2008**

**Re-issued pursuant to section 27 Local Court Act 2007**

**Procedures to be adopted in Domestic Violence matters**

This Practice Note applies to all Domestic Violence matters (as defined in s 11 *Crimes (Domestic and Personal Violence) Act 2007*) listed for mention or hearing at Local Courts in New South Wales.

The object of this Practice Note is to ensure that, where appropriate, pleas of guilty are entered at the first available opportunity and if a plea of not guilty is entered that a hearing occurs as promptly as possible. The time standard applying to such matters is that the matter will be listed for hearing within 3 months of the charges being laid.

To achieve these objects, the following practice directions shall apply.

1. Where an accused person is charged with a domestic violence offence, the prosecution shall serve on the accused person at the first available opportunity, and not later than the first mention date in court a copy of the main parts of the brief of evidence upon which the prosecution relies. The brief may be served by e-mail upon the defendant's representative. The main part of the brief is to include:
  - i. The alleged facts;
  - ii. Copy of the victim's statement; and
  - iii. Any photographs on which the prosecution will rely.<sup>1</sup>
2. The court may require the accused person to enter a plea at the first time the matter is mentioned in court. If no plea can be entered at that time, the court will allow an adjournment of not more than 7 days for a plea to be entered.
3. Upon a plea of not guilty being entered, that matter shall be adjourned to a hearing date, with a direction that the balance of the brief be served not less than 14 days before the date fixed for hearing.<sup>2</sup>
4. Where the accused person is legally represented, within 7 days of the service of the balance of the brief, the prosecutor should be advised which witnesses are required for cross examination and which if any witnesses statements can be tendered without the need to call them for cross-examination.
5. In the event that representations are sought to be made to Police, the making of representation will not delay the listing of a hearing or any other part of these standard directions.

This Practice Note does not operate to make any written statement or other material admissible if it is not otherwise admissible.

This Practice Note does not apply at Campbelltown and Wagga Wagga Local Courts, where Practice Note 1 of 2006 continues to apply.

This Practice Note commences on 5 January 2009.

Graeme Henson  
**Chief Magistrate**

<sup>1</sup> s.187 Criminal Procedure Act 1986.

<sup>2</sup> s.183 Criminal Procedure Act 1986.



## LOCAL COURT PRACTICE NOTE No. 4 of 2008

ISSUED: 29 April 2008

REISSUED: 9 May 2008

REISSUED: 5 May 2009

Re-issued pursuant to section 27 Local Court Act 2007

### **Procedures to be adopted for Committal hearings in the Local Court for proceedings commenced on or after 1 May 2008**

This Practice Note applies to all matters for which a Court Attendance Notice was filed on or after 1 May 2008 but before 1 July 2010 (irrespective of whether the offence was committed before or after 1 May 2008) and supersedes Practice Note 1 of 2007 for these matters.

Part A of this Practice Note applies in relation to committal proceedings heard at Downing Centre Local Court and Central Local Court in Sydney. Part B of this Practice Note applies to committal proceedings heard at all other Local Court locations.

This Practice Note does not apply to Commonwealth offences or offences in the Children's Court.

#### **PART A**

This Part applies in relation to committal proceedings in respect of indictable offences heard at Downing Centre Local Court and Central Local Court in Sydney, for which a Court Attendance Notice was filed on or after 1 May 2008 but before 1 July 2010 (irrespective of whether the offence was committed before or after 1 May 2008) pursuant to the *Criminal Case Conferencing Trial Act 2008*.

The procedures outlined in the Practice Note are intended as best practice to ensure Time Standards for cases committed for trial or sentence to the Supreme or District Court are complied with and to enable accused persons who are adults and are legally represented to attend a Compulsory Case Conference (**Compulsory Conference**) in accordance with the *Criminal Case Conferencing Trial Act 2008*.

The procedures outlined are also intended to ensure that the utilisation of Audio Visual Link technology is conducted in the most efficient manner.

#### **1. Matters where Election to proceed on indictment to be considered pursuant to Criminal Procedure Act**

- 1.1 On first appearance, matters to which Table 1 of the Criminal Procedure Act (CPA) apply will be adjourned for 14 days for determination as to whether an Election is to be made to have the matter dealt with on indictment. No brief orders are to be made on the first appearance in these circumstances.
- 1.2 If an Election is made after the fourteen (14) day adjournment, the matter is to proceed in accordance with item 2 of this Practice Note.
- 1.3 If no Election is made, the matter is to proceed in the same way as any summary proceeding (see Practice Note 7 of 2007).

**2. Strictly Indictable matters or matters where election made to proceed on indictment – 1<sup>st</sup> Appearance**

- 2.1 On the first appearance date, a brief order must be made by the Court in accordance with section 8 of the *Criminal Case Conferencing Act 2008*.
- 2.2 The Court will give the accused person a statement in writing explaining the effect of Part 3 of the *Criminal Case Conferencing Trial Act 2008*
- 2.3 The Court will adjourn the matter for not less than six weeks for service of the brief.
- 2.4 The matter will be listed for further orders.

**3. Case Management at the 2nd appearance where brief served and accused not legally represented**

- 3.1 The accused must be at Court on this date. If in custody, the accused must appear by AVL unless the Court otherwise directs.
- 3.2 The following directions apply only where the accused is not represented by a barrister or solicitor.

The Court may proceed with;

- (a) a committal for sentence or hearing of a plea of guilty where an election to proceed on indictment is withdrawn; or
  - (b) the hearing of committal proceedings either by paper committal or waiver; or
  - (c) the setting down for hearing of a contested s91 CPA application or an application to which s93 CPA (special reasons) applies at the earliest available opportunity. The Court may order that any submissions by the accused in support of an application for a direction under s91 CPA or s93 CPA be served on the DPP and filed with the Court at least seven days before the application is to be heard; or
  - (d) the hearing of a contested s91 CPA application or s93 CPA application; or
  - (e) the setting down of the proceedings for committal hearing.
- 3.3 The Court may make such further orders as it thinks fit.
  - 3.4 Where proceedings under this section are further adjourned, the Court will order that a Disclosure Certificate be served on the accused within two weeks of this date.

**4. Case Management at the 2nd appearance where brief served and accused is legally represented**

Where an adult accused is legally represented by a barrister or a solicitor and a plea of guilty has not been entered for an offence other than an offence mentioned in section 6(1) of the *Criminal Case Conferencing Act 2008*, a Compulsory Conference is to be held.

The following practice directions are to apply:

- 4.1 A Compulsory Conference must be held in accordance with Part 3 of the *Criminal Case Conferencing Trial Act 2008*.
- 4.2 The Court will:
  - (a) Order that the prosecution pursuant to section 9 of the *Criminal Case Conferencing Trial Act 2008* serve on the accused, within twenty-eight (28) days, a Pre-Conference Disclosure Certificate in relation to the offence.
  - (b) Order that a Compulsory Conference be held within forty-two (42) days unless compelling circumstances exist in the interests of justice for a later date.
  - (c) Order that in the event of agreement between the parties as to a plea of guilty at any time the parties have liberty to restore the matter to the list.



- (d) Order that in the event of agreement not being reached at a Compulsory Conference, any submissions by the accused in support of an application for a direction under s91 or s93 CPA are to be in writing, served on the DPP and filed with the Court not more than seven (7) days after a Compulsory Conference.
- (e) Order that the DPP to respond within seven (7) days of being served with those submissions
- (f) Adjourn the proceedings for a period not more than eight weeks or for such time as the Court considers appropriate in the interests of justice, (**the Adjournment Date**) when the Pre-Conference Disclosure Certificate and Compulsory Conference certificate will be filed with the Local Court.

## 5. Case management on the Adjournment Date

Failure by the accused or the accused's legal representative to attend at a Compulsory Conference will not entitle the accused to an adjournment unless compelling circumstances exist in the interests of justice.

5.1 On the adjournment date, the Court may proceed with;

- (a) a committal for sentence or hearing of a plea of guilty where an election to proceed on indictment is withdrawn; or
- (b) the hearing of committal proceedings either by paper committal or waiver; or
- (c) the setting down for hearing of a contested s91 CPA application or an application to which s93 CPA (special reasons) applies at the earliest available opportunity. The Court may order that any submissions by the accused in support of an application for a direction under s91 CPA or s93 CPA be served on the DPP and filed with the Court at least seven days before the application is to be heard; or
- (d) the hearing of a contested s91 CPA application or s93 CPA application; or
- (e) the setting down of the committal proceedings for hearing.

5.2 The Court may make such further orders as it thinks fit.

## 6. Listing of committal proceedings for hearing in the Local Court

- 6.1 Subject to the interests of justice, committal proceedings are to be completed as expeditiously as possible to enable the transfer, if appropriate, of these cases to either the Supreme or District Court.
- 6.2 If the matter is not finalised on the afternoon of the last day allocated for hearing, the case will proceed on the next sitting day of the Court until completed.
- 6.3 With this in mind, it is imperative that parties provide the Court with an accurate estimate of the time necessary for hearing of the matter.

## 7. Adjournments

No variations of the above procedural timetable will be granted unless compelling circumstances exist in the interests of justice.

**Criminal Case Processing – A**

Process of Matters through the Local Court at *Downing Centre* and *Central*

**First Appearance****If matter is Table 1**

- Matter adjourned for not less than 14 days for Election to be made.
- No brief service orders made.

**If Strictly Indictable or election made**

- Brief service orders made
- Explanation of Compulsory Case Conference
- Adjourned for **not less than 6 weeks** for service of the brief

**Second Appearance**<sup>1</sup>**Accused must participate in a conference**<sup>2</sup>

Matter adjourned for **eight weeks**:

- Disclosure Certificate to be served within 28 days
- Conference within 42 days of second appearance.
- Liberty to restore to list if plea negotiated
- If not negotiated, defence to serve 91/93 application submissions on DPP within 7 days after conference
- DPP to reply 7 days after that

**Third Appearance**

Disclosure Certificate and Compulsory Conference certificate filed.

Matter proceeds in Local Court or as Paper Committal for Sentence or Trial or 91/93 Application determined by the Court:

- If granted: matter adjourned for Committal Hearing
- If refused: matter proceeds as Paper Committal for Trial

**Fourth Appearance: Committal Hearing**

Only applies where the Court has made orders under sections 91 or 93.

**Notes**

- *DPP Disclosure Certificate to be served in all matters where accused is participating in the case conference.*

**PART B**

This Part applies in relation to committal proceedings in respect of indictable offences heard at Local Courts other than the Downing Centre and Central Local Courts, for which a court attendance notice was filed on or after 1 May 2008 but before 1 July 2010 (irrespective of whether the offence was committed before or after 1 May 2008).

The procedures outlined in the Practice Note are intended as best practice to ensure that Time Standards for cases committed for trial or sentence to the Supreme or District Court, are as far as possible complied with and to enable accused persons who are adults and are legally represented to attend a Case Conference (**Conference**).

The procedures outlined are also intended to ensure that the utilisation of Audio Visual Link technology is conducted in the most efficient manner.

<sup>1</sup> Assumes brief served – otherwise, further brief service orders to be made

<sup>2</sup> Assumes accused legally represented – otherwise paragraph 3 applies

**1. Matters where Election to proceed on indictment to be considered pursuant to Criminal Procedure Act**

- 1.1 On first appearance, to which Table 1 of the CPA applies matters will be adjourned for 14 days for determination of whether an Election is to be made to have the matter dealt with on indictment. No brief orders are to be made on the first appearance in these circumstances.
- 1.2 If an Election is made after the fourteen (14) day adjournment, the matter is to proceed in accordance with item 2 of this Practice Note.
- 1.3 If no Election is made, the matter is to proceed in the same way as any summary proceeding (see Practice Note 7 of 2007).

**2. Strictly Indictable Matters, or matters where election made to proceed on indictment – 1<sup>st</sup> Appearance**

- 2.1 On the first appearance date a brief order must be made by the Court.
- 2.2 The Court will adjourn the matter for not less than six weeks for service of the brief.
- 2.3 The matter will be listed for further orders.

**3. Case Management at the 2nd appearance where brief served and accused is not legally represented**

- 3.1 The accused must be at Court on this date. If in custody, the accused must appear by AVL unless the Court otherwise directs.
- 3.2 The Court may proceed with:
  - (a) a committal for sentence or hearing of a plea of guilty where an election to proceed on indictment is withdrawn; or
  - (b) the hearing of committal proceedings either by paper committal or waiver; or
  - (c) the setting down for hearing of a contested s91 CPA application or an application to which s93 CPA (special reasons) applies at the earliest available opportunity. The Court may order that any submissions by the accused in support of an application for a direction under s91 CPA or s93 CPA be served on the DPP and filed with the Court at least seven days before the application is to be heard; or
  - (d) the hearing of a contested s91 CPA application or s93 CPA application; or
  - (e) the setting down of committal proceedings for hearing.

3.3 The Court may make such further orders at it thinks fit.

**4. Case Management at the 2nd appearance where brief served and accused is legally represented**

- 4.1 The following practice directions are to apply only where an adult accused is legally represented by a barrister or a solicitor and a plea of guilty has not been entered:
  - (a) the legal representative of the accused must inform the Court whether a legal representative of the accused will attend a Conference. Where an accused will not attend a Conference the Court will proceed in accordance with Paragraph 3 above.
  - (b) Upon being informed that the legal representative of the accused will attend a Conference the Court will:
    - (i) Order that a Conference be held within forty-two (42) days unless compelling circumstances exist in the interests of justice for a later date.
    - (ii) Order that in the event of agreement between the parties as to a plea of guilty at any time the parties have liberty to restore the matter to the list.

- (iii) Order that in the event of agreement not being reached at a Conference, any submissions by the accused in support of an application for a direction under s91 or s93 CPA are to be in writing, served on the DPP and filed with the Court not more than seven (7) days after a Conference.
- (iv) The DPP to respond within seven (7) days of being served with those submissions
- (v) Adjourn the proceedings for a period not more than eight weeks or for such time as the Court considers appropriate in the interests of justice (the adjournment date).

4.2 The committal hearing will not be adjourned to another date to allow such a Conference to be held.

## 5. Case management on the adjournment date

Failure by the accused or the accused's legal representative to attend at a Conference will not entitle the accused to an adjournment unless compelling circumstances exist in the interests of justice.

5.1 On the adjournment date, the Court may proceed with;

- (a) a committal for sentence or hearing of a plea of guilty where an election to proceed on indictment is withdrawn; or
- (b) the hearing of committal proceedings either by paper committal or waiver; or
- (c) the setting down for hearing of a contested s91 CPA application or an application to which s93 CPA (special reasons) applies at the earliest available opportunity. The Court may order that any submissions by the accused in support of an application for a direction under s91 CPA or s93 CPA be served on the DPP and filed with the Court at least seven days before the application is to be heard; or
- (d) the hearing of a contested s91 CPA application or s93 CPA application; or
- (e) the setting down of the committal proceedings for hearing.

5.2 The Court may make such further orders as it thinks fit.

## 6. Listing of committal proceedings for hearing in the Local Court

- 6.1 Subject to the interests of justice, committal proceedings are to be completed as expeditiously as possible to enable the transfer, if appropriate, of these cases to either the Supreme or District Court.
- 6.2 If the matter is not finalised on the afternoon of the last day allocated for hearing, the case will proceed on the next sitting day of the Court until completed. All committal hearings listed for hearing within the metropolitan area are listed on this basis.
- 6.3 With this in mind, it is imperative that parties provide the Court with an accurate estimate of the time necessary for hearing of the matter.

## 7. Adjournments

No variations of the above procedural timetable will be granted unless compelling circumstances exist in the interests of justice.

Graeme Henson  
Chief Magistrate

**Criminal Case Processing – B**

Process of Matters through the Local Court *other than* Downing Centre and Central

**First Appearance****If matter is Table 1**

- Matter adjourned for not less than 14 days for Election to be made.
- No brief service orders made.

**If Strictly Indictable or election made**

- At first appearance (not necessarily first DPP appearance): Brief service orders made
- Adjourned for **not less than 6 weeks** for service of the brief

**Second Appearance**<sup>1</sup>

If accused informs court they are **not participating** in a conference<sup>2</sup> then usual committal proceedings continue.

If accused **is participating**, matter adjourned for **eight weeks**:

- Conference within 28 days of second appearance.
- Liberty to restore to list if plea negotiated
- If not negotiated, defence to serve 91/93 application submissions on DPP within 7 days after conference
- DPP to reply 7 days after that

**Third Appearance**

Matter proceeds in Local Court or as Paper Committal for Sentence or Trial or 91/93 Application determined by the Court:

- If granted: matter adjourned for Committal Hearing
- If refused: matter proceeds as Paper Committal for Trial

**Fourth Appearance: Committal Hearing**

Only applies where the Court has made orders under sections 91 or 93.

**Notes**

- *Participation in the conference is not compulsory.*
- *Unrepresented accused may not participate in a conference.*

<sup>1</sup> Assumes brief served – otherwise, further brief service orders to be made

<sup>2</sup> Or accused is not legally represented, paragraph 3 applies



## **LOCAL COURT PRACTICE NOTE No. 5 OF 2008**

**ISSUED: 11 July 2008**

**Amended: 20 October 2008**

**Further Amended: 6 July 2009**

Re-issued pursuant to section 27 Local Court Act 2007

### **Forum Sentencing Programme**

Forum sentencing is an additional sentencing option for Courts at the following locations:

- Balmain
- Burwood
- Camden
- Campbelltown
- Liverpool
- Moss Vale/Picton
- Newtown
- Tweed Heads/Murwillumbah/Byron Bay/Mullumbimby
- Fairfield

Additional Courts may be added from time to time.

The programme provides for the referral of offenders who have pleaded guilty or have been found guilty of offences and for whom there is a likelihood of a custodial sentence, to be referred to a forum. At the forum the offender and the victim or victims of the offence are brought together with a forum facilitator in order to develop an intervention plan for the offender.

The eligibility criteria along with the aims of the programme are set out in schedule 5 of *Criminal Procedure Regulation 2005*.

#### **1. Referrals to forum sentencing**

- 1.1. Referrals may be made by the Court either on application by the offender or their representative, or by a prosecutor or on its own motion.
- 1.2. If eligible to participate, Court proceedings are to be adjourned for up to 2 weeks for the Forum Sentencing Administrator (**the Administrator**) to assess the offender's suitability.
- 1.3. The Registrar is to provide the Administrator with a statement of facts as approved by the Court.
- 1.4. If assessed suitable, the Magistrate will consider placement of the offender into the programme. Both the offender and the prosecutor may be heard. If **not** considered suitable, the matter will proceed.

#### **2. If a referral to a forum is made**

The Court will adjourn the matter for no longer than 8 weeks and:

- (a) Order that the Forum occur
- (b) May consider imposing conditions that the offender attend forums as directed by the Administrator.



- (c) Request the Police supply the victim's name and contact details to the Administrator. The address of the victim is not to be supplied without the written consent of the victim.
- (d) Order a pre-sentence report (if required) and that subject to the consent of the offender, information obtained by Probation and Parole be made available to the forum facilitator.
- (e) Order that the draft intervention plan be filed with the Court at least two days before the adjournment date.

### 3. Intervention Plans

- 3.1. The content of an **Intervention Plan** and participation at the conference is a matter solely within the discretion of the Administrator and forum facilitator. It may include attendances at the forum, details of agreement reached at the forum, and whether that agreement requires any further action on behalf of the offender that would require supervision by either the Administrator or Probation and Parole. It may also include a recommendation to the Court for an intervention order sentence or further matters to be considered, such as financial compensation, individual and group counselling or psychiatric treatment.
- 3.2. The Court may refer the plan back to the forum Administrator. The Administrator shall take such action as necessary to revise the agreement and report back to the Court within seven days.
- 3.3. No more than one referral to revise the intervention plan is permitted. If the plan is not approved and a revised plan is not approved, sentencing will proceed in the normal manner.

### 4. On the adjournment date

- 4.1 If the Court is satisfied with the draft intervention plan, the Court may make an order approving the plan.  
  
Following approval of the Intervention Plan the Court may exercise the following options
  - a) Make a further order adjourning the proceedings pursuant to s 36A of the *Bail Act* 1978, or s11(1)(b)(2) of the Crimes Sentencing Procedure Act;
  - or
  - b) proceed to sentence pursuant to s 9,10, 10(c) and 12 of the Act. Section 95A of the Act may apply to sentences imposed under these provisions.
- 4.2 Successful completion of the forum sentencing programme is a matter that may be taken into account by the Court upon sentence.
- 4.3 Where the Court makes an order in which an approved plan is part of the sentence, the Court will specify who is to supervise the plan and any other part of the order, and set time limits within which parts of the intervention plan are to be completed. An order of the Court can, if required, be supervised by either the Administrator, by Probation and Parole, or both.

### 5. After sentencing

- 5.1 The Court is to be advised by the supervising party whether or not the plan is satisfactorily completed.
- 5.2 In the event the Court is advised that the plan has not been satisfactorily completed, the Court may:
  - (a) Take no action;
  - (b) Issue a notice of call up; or
  - (c) Issue a warrant.
- 5.3 If the plan is part of a sentence supervised only by Probation and Parole, breach action by Probation and Parole will be dealt with in the usual way.

This Amended Practice Note revises Practice Note issued on 11 July 2008.

Graeme Henson  
Chief Magistrate



## LOCAL COURT PRACTICE NOTE No. 6 of 2008

Re-issued pursuant to section 27 Local Court Act 2007

### Local Court – online court Protocol

#### Commencement

1. This Practice Note commences 15 September 2008.

#### Application

This Practice Note is issued for the purposes of a pilot program for defended proceedings commenced under the Civil Procedure Act 2005 in the Downing Centre Local Court where the defence is filed on or after 15 September 2008. This Practice Note must be read in conjunction with Practice Note 1 of 2005.

2. This Practice Note applies to:

- Defended proceedings in the General Division, Downing Centre, and
- selected proceedings in the Small Claims Division.

3. This Practice Note may be amended to extend the availability of online court to other matters.

4. This Practice Note does not apply to proceedings involving self-represented litigants

#### Definitions

5. In this Practice Note:

**CPA** means the *Civil Procedure Act 2005*

**Directions** means Call-Over and Review hearings

**ETA** means the *Electronic Transactions Act 2000*

**Judicial Officer** means Magistrate and where there has been a delegation under Paragraph 8, a Registrar or Deputy Registrar

**PDF** means Portable Document Format, a file format that has captured all the elements of a printed document.

**Registered user** means a person who has applied for and received authorisation to use eServices. A registered user gains access to eServices by inputting a user identification code, that has been assigned to that user and that is unique to that user, and a password.

**UCPR** means the *Uniform Civil Procedure Rules 2005*

#### Availability of online court

6. online court is available to:

- Legal practitioners who are registered users and are invited to participate by a Judicial Officer in accordance with UCPR 3.9, and
- Support Staff who are nominated by these legal practitioners to submit messages to the online court on the practitioner's behalf.

7. online court is not available to litigants, self-represented litigants or non-parties.

### **Initiating an online court**

8. An online court may be initiated only by a Judicial Officer or nominated registry staff on behalf of a Judicial Officer.

9. A legal practitioner who is a registered user may request that an online court be initiated by submitting an initial message (with or without an attached document). The request will be assigned to a Judicial Officer for determination.

10. At the discretion of a Judicial Officer, an order may be made that any or all directions hearings for any case will be conducted via online court. If such an order is made, all legal practitioners involved must ensure that they are registered users.

### **What may be dealt with in online court**

11. At the discretion of a Judicial Officer, online court may be used for any hearing permitted under S71 of the CPA and S14I of the ETA.

### **Conduct in an online court**

12. As online court is a virtual courtroom, it must only be used for issues requiring consideration and determination by a Judicial Officer. online court is not to be used for communications solely between the representatives of parties.

13. The language used in online court must be the same as that used if the matter were being dealt with in an ordinary courtroom.

14. If a message is posted in an online court by a user who is not a legal practitioner, then the name of the authorising legal practitioner must be included in the last part of the message.

15. Undertakings given in an online court by a party's representative either on behalf of the party or the representative, are binding as if the undertaking were given in an ordinary courtroom.

16. The rules of contempt apply to proceedings conducted using online court.

### **Terminating an online court**

17. An online court may be terminated at any time and the discussion listed for resolution by telephone or actual hearing at the absolute discretion of a Judicial Officer.

### **User Identification Code and Password**

18. Each party or participant to the online court has their own unique User Identification Code (commonly known as a user-id) and password. It is important that these details are kept secure and remain confidential.

19. When a user-id is used to send messages and documents to an online court, the person to whom that user-id was allocated will be deemed by the Judicial Officer presiding over the online court to be the person who sent the messages and documents and is responsible for their contents.

### **online court Messages**

20. Messages posted in an online court and any attached documents must be:

- relevant to the online court topic under discussion;
- brief and to the point, and
- timely.

21. A Judicial Officer may, from time to time, give instructions as to:

- the acceptable length of messages in an online court; and
- the time and date by which messages must be received.

**Documents**

22. Documents may be attached to messages sent to the online court. Documents cannot, however, be filed in the Court using the online court. Documents can only be filed in accordance with the Court Rules. In urgent matters, a document that is to be filed may be sent to the online court with an undertaking that it will be filed in the Court no later than the next business day.

23. Where a message refers to a document that has been filed, a copy of the filed document may be attached to the message for ease of reference. In these cases the message should indicate the date on which the document was filed.

24. Documents sent to the online court must be in PDF. The documents must not be scanned documents and they must not be locked as the Judicial Officer may wish to edit them.

**Consent orders**

25. Where the document sent to the online court is a draft consent order, the message to which the document is attached should contain a certification that all the parties have seen, and agreed to, the terms of the consent order.

**Entering orders**

26. Orders made by a Judicial Officer in an online court must be recorded and entered in the usual way – See Rule 36.11 UCPR

Graeme Henson  
**Chief Magistrate**



## **LOCAL COURT PRACTICE NOTE No. 7 OF 2008**

**ISSUED: 4 December 2008**

Re-issued pursuant to section 27 Local Court Act 2007

### **Use of Audio Visual Link in criminal and civil proceedings**

The purpose of this Practice Note is to establish arrangements for the use of AVL in criminal and certain civil proceedings in accordance with the *Evidence (Audio and Audio Visual Links) Act 1998*. This Practice Note should be read in conjunction with Practice Note 5 of 2007.

#### **1. Appearances by accused persons or defendants in criminal proceedings**

When making arrangements for the appearance of accused persons or defendants in proceedings, the Court will have regard to the operational requirements of the Department of Corrective Services and the Department of Juvenile Justice. The following priorities apply for the use of AVL:

1. Bail hearings in any NSW court
2. Mentions in criminal proceedings and arraignments in any NSW court
3. Appellate hearings in any NSW court
4. Sentencing hearings in any NSW court, and
5. Other hearings in any NSW court

#### **2. Appearance by government agency witnesses**

Parties must advise the Court and each other, no less than 10 working days prior to a hearing, if government witnesses are to give evidence by AVL.

#### **3. Applications by designated government agencies**

Applications by government agencies to make AVL directions must be lodged at the Court and copies served on parties to the proceedings no later than 10 working days prior to a hearing.

This Practice Note commences on 1 January 2009.

Graeme Henson  
Chief Magistrate



Local Court of New South Wales

### **Practice Note 1 of 2009**

Issued pursuant to section 15 of the *Civil Procedure Act 2005 (CPA)*  
and section 27 Local Court Act 2007

#### **CHANGE OF VENUE IN CIVIL PROCEEDINGS IN THE LOCAL COURT**

This Practice Note applies to applications for change of venue for the hearing of proceedings in the Small Claims Division and General Division of the Local Court under Part 8 of the Uniform Civil Procedure Rules 2005.

This Practice Note commences on 2<sup>nd</sup> November, 2009

#### **1. Objective**

1.1 The purpose of the Practice Note is to facilitate the timely and cost effective resolution of applications for change of venue for the hearing of proceedings. The Practice Note promotes the overriding objective of the Local Court to achieve a just, quick and cheap determination of the real issues in dispute between the parties.

#### **2. Application by way of Notice of Motion**

2.1 Unless the Court grants leave, a notice of motion seeking a change of venue under Part 8 of the Uniform Civil Procedure Rules is to be filed at the same time as the filing of the defence.

2.2 The motion is to specify the venue to which the applicant seeks the proceedings to be changed and is to be supported by an affidavit addressing the matters contained in UCPR 8.2 and identifying the reasons upon which the applicant relies for the change of the venue.

2.3 An application to change the venue to another court less than 100 kilometres from the originating venue will not be granted unless exceptional circumstances are demonstrated.

#### **3. Response to Motion**

3.1 The registrar will list the proceedings for either Pre Trial Review or Call-over within six weeks. The registrar will send a notice of listing together with a copy of notice of motion to change venue and the defence to all other active parties.

3.2 If the respondent objects to the change of venue the respondent may, within 14 days from the date that the notice of listing was sent, file and serve an affidavit in response outlining the reasons why the venue should not be changed.

#### **4. Determination of Motion**

4.1 Unless the court otherwise orders, a motion for change of venue will be determined by any Magistrate or: where the proceedings are in the Small Claims Division, by a Magistrate or Assessor after the lapse of 14 days from the date that the notice of listing was sent. Unless otherwise ordered the motion will be dealt with in chambers without the necessity for a party to attend.

4.2 Where the Magistrate or Assessor determines that the venue be changed the Registrar of the originating court shall vacate the date of listing of the Pre Trial Review or Call over and obtain a new Pre Trial Review or Call over date at the venue to which the proceedings are transferred. The Registrar shall inform the parties of the re-listing of the proceedings.

4.3 Where the Magistrate or Assessor determines that the venue not be changed the Registrar shall inform the active parties that the Pre Trial Review or Call over date is confirmed.



**5. Costs**

- 5.1 Unless the Court orders otherwise, the Court will direct that the costs of the motion be the costs in the cause.
- 5.2 Unless the court otherwise orders, the maximum costs order that the Court may allow on the motion is \$150 in relation to proceedings in the Small Claims Division and \$300 in relation to proceedings in the General Division.

Graeme Henson  
**Chief Magistrate**



## LOCAL COURT PRACTICE NOTE No. 1 of 2010

ISSUED: 4 January 2010

### **Procedures to be adopted for Committal hearings in the Local Court for proceedings commenced on or after 1 May 2008**

This Practice Note applies to all matters for which a Court Attendance Notice was filed on or after 1 May 2008 but before 1 July 2010 (irrespective of whether the offence was committed before or after 1 May 2008) and supersedes Practice Notes 1 of 2007 and 4 of 2008 for these matters.

Part A of this Practice Note applies in relation to committal proceedings heard at Downing Centre Local Court and Central Local Court in Sydney. Part B of this Practice Note applies to committal proceedings heard at all other Local Court locations.

This Practice Note does not apply to offences in the Children's Court.

#### **PART A**

This Part applies in relation to committal proceedings in respect of indictable offences heard at Downing Centre Local Court and Central Local Court in Sydney, for which a Court Attendance Notice was filed on or after 1 May 2008 but before 1 July 2010 (irrespective of whether the offence was committed before or after 1 May 2008) pursuant to the *Criminal Case Conferencing Trial Act 2008*.

The procedures outlined in the Practice Note are intended as best practice to ensure Time Standards for cases committed for trial or sentence to the Supreme or District Court are complied with and to enable accused persons who are adults and are legally represented to attend a Compulsory Case Conference (**Compulsory Conference**) in accordance with the *Criminal Case Conferencing Trial Act 2008*.

Paragraph 2.2 and all of Item 4 of Part A do not apply in proceedings relating to Commonwealth offences.

The procedures outlined are also intended to ensure that the utilisation of Audio Visual Link technology is conducted in the most efficient manner.

#### **1. Matters where Election to proceed on indictment to be considered pursuant to Criminal Procedure Act**

- 1.1 On first appearance, matters to which Table 1 of the Criminal Procedure Act (CPA) apply will be adjourned for 14 days for determination as to whether an Election is to be made to have the matter dealt with on indictment. No brief orders are to be made on the first appearance in these circumstances.
- 1.2 If an Election is made after the fourteen (14) day adjournment, the matter is to proceed in accordance with item 2 of this Practice Note.
- 1.3 If no Election is made, the matter is to proceed in the same way as any summary proceeding (see Practice Note 7 of 2007).

#### **2. Strictly Indictable matters or matters where election made to proceed on indictment – 1<sup>st</sup> Appearance**

- 2.1 On the first appearance date, a brief order must be made by the Court.
- 2.2 The Court will give the accused person a statement in writing explaining the effect of Part 3 of the *Criminal Case Conferencing Trial Act 2008* (see Attachment A).

- 2.3 The brief order will depend on the nature of the evidence to be included in the brief and will be either:
- (a) a brief service order (see 2.4-2.6 below), or
  - (b) an extended brief service order (see 2.7-2.11 below).

#### **Brief Service Order**

- 2.4 Where the prosecution does not seek extended brief service orders, or the Court is not satisfied that extended brief service orders should be made, the Court will order service of the brief in no less than six weeks.
- 2.5 The matter will be adjourned to a date no less than one week after the brief service date for review.
- 2.6 The Prosecuting Authority is to ensure the informant is notified not more than 72 hours after the brief orders are made of the need to prepare a brief for service on an accused person.

#### **Extended Brief Service Order**

- 2.7 An extended brief service order will generally only be made when the Court is informed that the Prosecuting Authority intends to rely on evidence drug analysis, DNA or fingerprints or where the Court is informed that other evidence is required that justifies the making of an extended brief service order<sup>1</sup>.
- 2.8 The Court may make extended brief service orders if it is satisfied that the brief is to include evidence that cannot be obtained within six weeks.
- 2.9 If the prosecution seeks extended brief service orders, it must advise the Court of the categories of evidence that cannot be obtained within six weeks and the date the evidence is expected to be obtained.
- 2.10 If the Court is satisfied that extended brief service orders should be made the Court will order:
- (a) the brief, excluding the evidence referred to in paragraph 2.9 above, be served in no less than six weeks (the **brief service date**)
  - (b) the brief, including the evidence referred to in paragraph 2.9 above, be served in no less than twelve weeks or such time as is necessary for the prosecution to obtain that evidence (the **further evidence date**)
  - (c) the matter be adjourned to a date no less than one week after the further evidence date ordered in under paragraph 2.10(b).
  - (d) The Prosecuting Authority is to ensure the informant is notified not more than 72 hours after the extended brief service orders are made of the need to prepare a brief for service on an accused person.
- 2.11 Either party may seek leave to restore the matter to the list on giving at least three days notice in writing to the other party/parties and the Court.

### **3. Case Management at the 2nd appearance where brief served and accused not legally represented or charged with a Commonwealth offence**

- 3.1 The accused must be at Court on this date. If in custody, the accused must appear by AVL unless the Court otherwise directs.
- 3.2 The following directions apply only where the accused is not represented by a barrister or solicitor, or is charged with a Commonwealth offence.

The Court may proceed with:

- (a) a committal for sentence or hearing of a plea of guilty where an election to proceed on indictment is withdrawn; or
- (b) the hearing of committal proceedings either by paper committal or waiver; or

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<sup>1</sup> Such evidence may include medical evidence, telephone intercepts or listening device transcripts, translations, computer analysis evidence, business record affidavits and/or evidence from overseas.

- (c) the setting down for hearing of a contested s 91 CPA application or an application to which s 93 CPA (special reasons) applies at the earliest available opportunity. The Court may order that any submissions by the accused in support of an application for a direction under s 91 CPA or s 93 CPA be served on the DPP and filed with the Court at least seven days before the application is to be heard; or
- (d) the hearing of a contested s 91 CPA application or s 93 CPA application; or
- (e) the setting down of the proceedings for committal hearing.

3.3 The Court may make such further orders as it thinks fit.

3.4 Where proceedings under this section are further adjourned, the Court may order that a Disclosure Certificate be served on the accused within two weeks of this date.

#### 4. Case Management at the 2nd appearance where brief served and accused is legally represented

Where an adult accused is legally represented by a barrister or a solicitor and a plea of guilty has not been entered for an offence other than an offence mentioned in section 6(1) of the *Criminal Case Conferencing Act 2008*, a Compulsory Conference is to be held.

The following practice directions are to apply:

4.1 A Compulsory Conference must be held in accordance with Part 3 of the *Criminal Case Conferencing Trial Act 2008*.

4.2 The Court will:

- (a) Order that the prosecution pursuant to section 9 of the *Criminal Case Conferencing Trial Act 2008* serve on the accused, within twenty-eight (28) days, a Pre-Conference Disclosure Certificate in relation to the offence.
- (b) Order that a Compulsory Conference be held within forty-two (42) days unless compelling circumstances exist in the interests of justice for a later date.
- (c) Order that in the event of agreement between the parties as to a plea of guilty at any time the parties have liberty to restore the matter to the list.
- (d) Order that in the event of agreement not being reached at a Compulsory Conference, any submissions by the accused in support of an application for a direction under s 91 or s 93 CPA are to be in writing, served on the DPP and filed with the Court not more than seven (7) days after a Compulsory Conference.
- (e) Order that the DPP to respond within seven (7) days of being served with those submissions.
- (f) Adjourn the proceedings for a period not more than eight weeks or for such time as the Court considers appropriate in the interests of justice, (**the Adjournment Date**) when the Pre-Conference Disclosure Certificate and Compulsory Conference certificate will be filed with the Local Court.

4.3 Failure to comply with orders under 4.2(d) and (e) may result in the Court refusing to make a second or subsequent order without cause being shown. In such case the matter may proceed by way of paper committal, with or without submissions.

4.4 Where a Court makes a second or subsequent order, it may consider an order for costs against the defaulting party in accordance with section 118 of the *Criminal Procedure Act 1986*.

4.5 This item does not apply where an accused is charged with a Commonwealth offence.

#### 5. Case management on the Adjournment Date

Failure by the accused or the accused's legal representative to attend at a Compulsory Conference will not entitle the accused to an adjournment unless compelling circumstances exist in the interests of justice.

5.1 On the adjournment date, the Court may proceed with;

- (a) a committal for sentence or hearing of a plea of guilty where an election to proceed on indictment is withdrawn; or
- (b) the hearing of committal proceedings either by paper committal or waiver; or

- (c) the setting down for hearing of a contested s 91 CPA application or an application to which s 93 CPA (special reasons) applies at the earliest available opportunity. The Court may order that any submissions by the accused in support of an application for a direction under s 91 CPA or s 93 CPA be served on the DPP and filed with the Court at least seven days before the application is to be heard; or
- (d) the hearing of a contested s 91 CPA application or s 93 CPA application; or
- (e) the setting down of the committal proceedings for hearing.

5.2 The Court may make such further orders as it thinks fit.

## 6. Listing of committal proceedings for hearing in the Local Court

Subject to the interests of justice, committal proceedings are to be completed as expeditiously as possible to enable the transfer, if appropriate, of these cases to either the Supreme or District Court.

## 7. Adjournments

No variations of the above procedural timetable will be granted unless compelling circumstances exist in the interests of justice.

### Criminal Case Processing – A

Process of Matters through the Local Court at *Downing Centre* and *Central* – except where accused is unrepresented or is charged with a Commonwealth offence

#### First Appearance

##### If matter is Table 1

- Matter adjourned for not less than 14 days for Election to be made.
- No brief service orders made.

##### If Strictly Indictable or election made

- Brief service orders or extended brief service orders made
- Explanation of Compulsory Case Conference
- Adjourned for **not less than 7 weeks** for service of the brief for review.
- Where extended brief service orders made, brief service in not less that six weeks, further evidence service in no less than 12 weeks or further period as required and matter adjourned until one week after further evidence date for review.

#### Second Appearance<sup>2</sup>

##### Accused must participate in a conference<sup>3</sup>

Matter adjourned for **eight weeks**:

- Disclosure Certificate to be served within 28 days
- Conference within 42 days of second appearance.
- Liberty to restore to list if plea negotiated.
- If not negotiated, defence to serve 91/93 application submissions on DPP within 7 days after conference.
- DPP to reply 7 days after that.

#### Third Appearance

Disclosure Certificate and Compulsory Conference certificate filed.

Matter proceeds in Local Court or as Paper Committal for Sentence or Trial or 91/93 Application determined by the Court:

- If granted: matter adjourned for Committal Hearing
- If refused: matter proceeds as Paper Committal for Trial

#### Fourth Appearance: Committal Hearing

Only applies where the Court has made orders under sections 91 or 93.

<sup>2</sup> Assumes brief served – otherwise, further brief service orders to be made

<sup>3</sup> Assumes accused legally represented – otherwise paragraph 3 applies

**Notes**

- *DPP Disclosure Certificate to be served in all matters where accused is participating in the case conference.*

**PART B**

This Part applies in relation to committal proceedings in respect of indictable offences heard at Local Courts other than the Downing Centre and Central Local Courts, for which a court attendance notice was filed on or after 1 May 2008 but before 1 July 2010 (irrespective of whether the offence was committed before or after 1 May 2008).

The procedures outlined in the Practice Note are intended as best practice to ensure that Time Standards for cases committed for trial or sentence to the Supreme or District Court, are as far as possible complied with and to enable accused persons who are adults and are legally represented to attend a Case Conference (**Conference**).

Item 4 of Part B does not apply in proceedings relating to Commonwealth offences.

The procedures outlined are also intended to ensure that the utilisation of Audio Visual Link technology is conducted in the most efficient manner.

**1. Matters where Election to proceed on indictment to be considered pursuant to Criminal Procedure Act**

- 1.1 On first appearance, to which Table 1 of the CPA applies matters will be adjourned for 14 days for determination of whether an Election is to be made to have the matter dealt with on indictment. No brief orders are to be made on the first appearance in these circumstances.
- 1.2 If an Election is made after the fourteen (14) day adjournment, the matter is to proceed in accordance with item 2 of this Practice Note.
- 1.3 If no Election is made, the matter is to proceed in the same way as any summary proceeding (see Practice Note 7 of 2007).

**2. Strictly Indictable Matters, or matters where election made to proceed on indictment – 1<sup>st</sup> Appearance**

- 2.1 On the first appearance date a brief order must be made by the Court.
- 2.2 The Court will order service of the brief in no less than six weeks.
- 2.3 The matter will be adjourned to a date no less than one week after the brief service date for review.
- 2.4 The Prosecuting Authority is to ensure the informant is notified not more than 72 hours after the brief orders are made of the need to prepare a brief for service on an accused person.

**3. Case Management at the 2nd appearance where brief served and accused is not legally represented or charged with a Commonwealth offence**

- 3.1 The accused must be at Court on this date. If in custody, the accused must appear by AVL unless the Court otherwise directs.
- 3.2 The Court may proceed with:
  - (a) a committal for sentence or hearing of a plea of guilty where an election to proceed on indictment is withdrawn; or
  - (b) the hearing of committal proceedings either by paper committal or waiver; or
  - (c) the setting down for hearing of a contested s 91 CPA application or an application to which s 93 CPA (special reasons) applies at the earliest available opportunity. The Court may order that any submissions by the accused in support of an application for a direction under s 91 CPA or s 93 CPA be served on the DPP and filed with the Court at least seven days before the application is to be heard; or
  - (d) the hearing of a contested s 91 CPA application or s 93 CPA application; or
  - (e) the setting down of committal proceedings for hearing.
- 3.3 The Court may make such further orders at it thinks fit.



#### 4. Case Management at the 2nd appearance where brief served and accused is legally represented

- 4.1 The following practice directions are to apply only where an adult accused is legally represented by a barrister or a solicitor and a plea of guilty has not been entered:
- (a) the legal representative of the accused must inform the Court whether a legal representative of the accused will attend a Conference. Where an accused will not attend a Conference the Court will proceed in accordance with Paragraph 3 above.
  - (b) Upon being informed that the legal representative of the accused will attend a Conference the Court will:
    - (i) Order that a Conference be held within forty-two (42) days unless compelling circumstances exist in the interests of justice for a later date.
    - (ii) Order that in the event of agreement between the parties as to a plea of guilty at any time the parties have liberty to restore the matter to the list.
    - (iii) Order that in the event of agreement not being reached at a Conference, any submissions by the accused in support of an application for a direction under s 91 or s 93 CPA are to be in writing, served on the DPP and filed with the Court not more than seven (7) days after a Conference.
    - (iv) The DPP to respond within seven (7) days of being served with those submissions
    - (v) Adjourn the proceedings for a period not more than eight weeks or for such time as the Court considers appropriate in the interests of justice (the adjournment date).
- 4.2 The committal hearing will not be adjourned to another date to allow such a Conference to be held.
- 4.3 Failure to comply with orders under 4.1(b)(iii) and (iv) may result in the Court refusing to make a second or subsequent order without cause being shown. In such case the matter may proceed by way of paper committal, with or without submissions.
- 4.4 Where a Court makes a second or subsequent order, it may consider an order for costs against the defaulting party in accordance with section 118 of the *Criminal Procedure Act 1986*.
- 4.5 This item does not apply where the accused is charged with a Commonwealth offence.

#### 5. Case management on the adjournment date

Failure by the accused or the accused's legal representative to attend at a Conference will not entitle the accused to an adjournment unless compelling circumstances exist in the interests of justice.

- 5.1 On the adjournment date, the Court may proceed with;
- (a) a committal for sentence or hearing of a plea of guilty where an election to proceed on indictment is withdrawn; or
  - (b) the hearing of committal proceedings either by paper committal or waiver; or
  - (c) the setting down for hearing of a contested s 91 CPA application or an application to which s 93 CPA (special reasons) applies at the earliest available opportunity. The Court may order that any submissions by the accused in support of an application for a direction under s 91 CPA or s 93 CPA be served on the DPP and filed with the Court at least seven days before the application is to be heard; or
  - (d) the hearing of a contested s 91 CPA application or s 93 CPA application; or
  - (e) the setting down of the committal proceedings for hearing.

5.2 The Court may make such further orders as it thinks fit.

#### 6. Listing of committal proceedings for hearing in the Local Court

Subject to the interests of justice, committal proceedings are to be completed as expeditiously as possible to enable the transfer, if appropriate, of these cases to either the Supreme or District Court.

#### 7. Adjournments

No variations of the above procedural timetable will be granted unless compelling circumstances exist in the interests of justice.

Graeme Henson  
Chief Magistrate

**Criminal Case Processing – B**

Process of Matters through the Local Court *other than* Downing Centre and Central

**First Appearance****If matter is Table 1**

- Matter adjourned for not less than 14 days for Election to be made.
- No brief service orders made.

**If Strictly Indictable or election made**

- At first appearance (not necessarily first DPP appearance): Brief service orders made – 6 weeks
- Adjourned for **not less than 7 weeks** for review

**Second Appearance<sup>1</sup> – does not apply to Commonwealth matters or unrepresented parties**

If accused informs court they are **not participating** in a conference<sup>2</sup> then usual committal proceedings continue.

If accused **is participating**, matter adjourned for **eight weeks**:

- Conference within 28 days of second appearance.
- Liberty to restore to list if plea negotiated
- If not negotiated, defence to serve 91/93 application submissions on DPP within 7 days after conference
- DPP to reply 7 days after that

**Third Appearance**

Matter proceeds in Local Court or as Paper Committal for Sentence or Trial or 91/93 Application determined by the Court:

- If granted: matter adjourned for Committal Hearing
- If refused: matter proceeds as Paper Committal for Trial

**Fourth Appearance: Committal Hearing**

Only applies where the Court has made orders under sections 91 or 93.

**Notes**

- *Participation in the conference is not compulsory.*
- *Unrepresented accused may not participate in a conference.*

<sup>1</sup> Assumes brief served – otherwise, further brief service orders to be made

<sup>2</sup> Or accused is not legally represented, paragraph 3 applies

**CRIMINAL CASE CONFERENCING**  
**Statement of effect of legislation and accused person's rights**  
Section 10 (2) Criminal Case Conferencing Trial Act 2008

**To the Defendant:****Statement****Compulsory conferences**

A compulsory conference is to be held in relation to the offence with which you have been charged.

**Purpose of compulsory conference**

The purpose of the compulsory conference is to determine whether there is any offence or are any offences to which you are prepared to plead guilty and whether you and the prosecution can reach agreement on certain other matters, such as the details of the agreed facts and facts in dispute in relation to any offence to which you have offered to plead guilty.

**Who must attend the compulsory conference**

Your legal representative and an officer from the Office of the Director of Public Prosecutions representing the prosecution are to attend the compulsory conference.

**Documents to be provided to your legal representative**

The prosecution must give a brief of evidence and then a pre-conference disclosure certificate to your legal representative before the holding of the compulsory conference. Those documents will outline the offence or offences with which you have been charged and the prosecution's case in relation to those offences.

**Holding of compulsory conference**

If you don't plead guilty, the pre-conference disclosure certificate will then be filed and the compulsory conference will be held.

If you plead guilty before the filing of the pre-conference disclosure certificate, the compulsory conference will not be held.

**Outcome of compulsory conference**

The prosecution and your legal representative will sign a compulsory conference certificate after the holding of the compulsory conference and that document will be filed with the court. The certificate will set out the offence or offences with which you have been charged and other matters arising from the compulsory conference, such as whether you offered to plead guilty to any offences and whether you or the prosecution rejected any such offers. It may also include whether you consider the brief of evidence to have been inadequate.

The compulsory conference certificate can only be used by a sentencing court for limited purposes.

Disclosing any information in a compulsory conference does not count as a pre-trial disclosure for the purposes of any additional sentence discounts.

**Sentence discounts****Maximum sentence discount for guilty plea before committal for trial**

If you plead guilty before being committed for trial, you are entitled to a 25% discount on your sentence for the guilty plea.

**Maximum sentence discount for guilty plea after committal for trial**

If you plead guilty at any time after being committed for trial, a court may discount your sentence by up to 12.5% for the guilty plea depending on how much of a benefit will result from you pleading guilty at that stage of the proceedings. If the court considers there is no benefit gained from the guilty plea at that stage, no discount for the guilty plea will be allowed. In certain exceptional circumstances, you may be allowed a sentence discount of up to 25%.

**Prosecutor may exclude offences**

The prosecution may exclude any offence from the operation of the sentence discounting provisions by a notice in writing filed with the court at the same time as the pre-conference disclosure certificate. The prosecution can only exclude an offence if the prosecutor is satisfied that the case in question is an extreme case and there is a high probability of conviction.

# Threatened Species Conservation (Biobanking Assessment Methodology) Amendment Order 2009

under the  
Threatened Species Conservation Act 1995

I, Simon Smith, Deputy Director-General, Climate Change, Policy and Programs, of the Department of Environment, Climate Change and Water, in pursuance of section 127C(3) of the *Threatened Species Conservation Act 1995* and clause 9(1) of the *Threatened Species Conservation (Biodiversity Banking) Regulation 2008*, make the following Order.

Signed this 21st day of December 2009.

Simon Smith,  
Deputy Director General  
Climate Change, Policy and Programs  
Department of Environment, Climate Change and Water  
(by delegation)

## Explanatory note

The object of this Order is to make minor amendments to the ***Biobanking Assessment Methodology***. The Order makes minor amendments to correct typographical errors and other minor clarifying amendments.

This Order is made under section 127C (3) of the *Threatened Species Conservation Act 1995* and clause 9(1) of the *Threatened Species Conservation (Biodiversity Banking) Regulation 2008*.

Threatened Species Conservation (Biobanking Assessment Methodology) Amendment Order 2009

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## **Threatened Species Conservation (Biobanking Assessment Methodology) Amendment Order 2009**

under the

*Threatened Species Conservation Act 1995* and *Threatened Species Conservation (Biodiversity Banking) Regulation 2008*.

### **1 Name of Order**

This Order is the *Threatened Species Conservation (Biobanking Assessment Methodology) Amendment Order 2009*.

### **2 Commencement**

This Order commences on the date it is published in the New South Wales Government Gazette.

### **3 Amendment of the Biobanking Assessment Methodology**

Pursuant to section 127C(3) of the *Threatened Species Conservation Act 1995* and cl 9(1) of the *Threatened Species Conservation (Biodiversity Banking) Regulation 2008*, the rules known as the Biobanking Assessment Methodology established by the *Threatened Species Conservation (Biobanking Assessment Methodology) Order 2008* are amended as set out in Schedule 1 to this Order.

## Threatened Species Conservation (Biobanking Assessment Methodology) Order 2009

**Schedule 1 Amendments to the Biobanking Assessment Methodology****[1] Section 3.5.2 Calculating the current Site Value score**

Section 3.5.2 is amended by, under the sub-heading "Equation 1: Ecosystem credits determining the current Site Value score for a vegetation zone at the development and biobank site", omitting the following formula:

$$S_c = \frac{\left( \sum_{v=a}^j (a_v w_v) \right) + 5((a_a a_g) + (a_b a_i) + (a_h a_j) + (a_c a_k))}{c} \times 100$$

and by inserting the following formula instead:

$$S_c = \frac{\left( \sum_{v=a}^j (a_v w_v) + 5((a_a a_g) + (a_b a_i) + (a_h a_j) + (a_c a_k)) \right)}{c} \times 100$$

**[2] 3.6 Assessment of Landscape Value**

Section 3.6 is amended by, in the first paragraph under the third bullet point, deleting "less than 100 m" and inserting instead "≤100m for woody vegetation (or ≤30m for non-woody vegetation)".

**[3] Section 3.6.2 Determining the connectivity value score**

Section 3.6.2 is amended by, under the sub-heading "Step 1: Determine the number of linkage width classes that are crossed – lost or gained", omitting "< 100 m (or <30 m for grassy ecosystems)" and inserting instead "≤100m for woody vegetation or ≤30m for non-woody vegetation from the next area of native vegetation".

**[4] Section 4.2.1 Attributing a threatened species subzone for a credit profile**

Section 4.2.1 is amended by:

- (1) omitting "vegetation subzone" wherever occurring and by inserting instead "threatened species subzone"; and
- (2) omitting "not greater than 100 m in woody vegetation, or 30 m in non-woody vegetation" and by inserting instead "≤100m for woody vegetation or ≤30m for non-woody vegetation".

**[5] Section 7.2 Additionality in credit allocations**

Section 7.2 is amended by omitting "biodiversity" in the heading of Table 11 and by inserting instead "ecosystem".

**[6] Glossary**

The Glossary is amended by:

- (1) from the entry for "adjacent remnant area", omitting "less than 100 m from the next area of native vegetation" and by inserting instead " $\leq 100$ m for woody vegetation (or  $\leq 30$ m for non-woody vegetation) from the next area of moderate to good native vegetation";
- (2) from the entry for "Operational Manual", omitting "Biobanking Operational Manual" and by inserting instead "BioBanking Assessment Methodology and Credit Calculator Operational Manual"; and
- (3) from the entry for "patch size, including low condition vegetation", omitting "less than 100 m" and by inserting instead " $\leq 100$ m for woody vegetation (or  $\leq 30$ m for non-woody vegetation)".
- (4) from the entry for "Moderate to good condition vegetation", omitting "2.1.1" and by inserting instead "2.2".



# PRIVATE ADVERTISEMENTS

## COUNCIL NOTICES

### HOLROYD CITY COUNCIL

Roads Regulation 2008

Naming of Roads

PURSUANT to Clause 9 of the Roads Regulation 2008, notice is hereby given of the naming of the following twelve (12) new roads within the Western Precinct Residential Lands, Pemulwuy:

Road Names:

Durawi Street  
Buran Road  
Bulbi Street  
Tuga Way  
Warin Avenue  
Jirrang Street  
Wombat Street  
Karuk Street  
Muttong Street  
Burruga Way  
Baraba Crescent  
Nijong Drive

Dated at Merrylands this 5th day of January 2010. MERV ISMAY, General Manager, Holroyd City Council, Memorial Avenue, Merrylands NSW 2160. [5023]

### TAMWORTH REGIONAL COUNCIL

Roads Act 1993, Section 162

Naming of Public Roads

NOTICE is hereby given that Tamworth Regional Council, in pursuance of section 162 of the Roads Act 1993, has named the roads created by the subdivision of Lot 184, DP 710640, Manilla Road, Oxley Vale, "Bishop Kennedy Close". GLENN INGLIS, General Manager, Tamworth Regional Council, 437 Peel Street, Tamworth NSW 2340. [5024]

### TAMWORTH REGIONAL COUNCIL

Roads Act 1993, Section 162

Naming of Public Roads

#### ERRATUM

NOTICE is hereby given that the reference to new road names Road 2, Road 3 and Road 4 displayed on a map, advertised by the Tamworth Regional Council, 23 March 2007, notice number 3095, are incorrect.

The notice below replaces notice number 3095.

Notice is hereby given that the Tamworth Regional Council, in pursuance of section 162 of the Roads Act 1993, has named the roads created by the subdivision of Lot 140, DP 1086780, Warrah Drive, Calala, "Hibiscus Way", "Cassia Place" and "Melaleuca Close".

GLENN INGLIS, General Manager, Tamworth Regional Council, 437 Peel Street, Tamworth NSW 2340. [5025]

## ESTATE NOTICES

NOTICE of intended distribution of estate. – Any person having any claim upon the estate of WAI KIU MA late of Hornsby in the State of New South Wales, retired mechanic, who died on 28 June 2008, must send particulars of their claim to the administrator, Sook Yee Ma, care of Raymond WM Wong and Co. Solicitors 18 Woodville Avenue Wahroonga NSW 2076, within 31 days from the publication of this notice. After that time and after six months from the date of death of the deceased 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 administrator has notice. Letters of Administration were granted in New South Wales on 16 December 2009. RAYMOND WM WONG AND CO. Solicitors 18 Woodville Avenue Wahroonga NSW 2076, DX 3718 Wahroonga, ref: JJ 020. [5026]

## OTHER NOTICES

### AUSCOAL SUPERANNUATION TRUST DEED

Determination under Rule 3.9.13

WHEREAS this Rule provides that where there is a variation in the amount of the Reference Rate the Trustees shall by a determination published by the Gazette as soon as practical after the variation to amend Appendix 3A of the Trust Deed in the manor provided by this Rule: and whereas there has been a variation in the Reference Rate the Trustee has amended Appendix 3A of the Trust Deed as follows:

- (a) by omitting the amount of "\$211.19" in Column 4 of Item 1 and by inserting the amount of "\$221.48";
- (b) by omitting the amount of "\$331.87" in Column 4 of Item 2 and by inserting the amount of "\$348.04";
- (c) by omitting the amount of "\$196.14" in Column 4 of Item 3 and by inserting the amount of "\$206.43";
- (d) by omitting the amount of "\$30.17" in Column 4 of Item 4 and by inserting the amount of "\$31.64";

The amendments made of Appendix 3A by this Determination take effect on and from 1 October 2008. Dated: 1 November 2009. STEVE GRANT, General Manager.

[5027]

### AUSCOAL SUPERANNUATION TRUST DEED

Determination under Rule 3.9.13

WHEREAS this Rule provides that where there is a variation in the amount of the Reference Rate the Trustees shall by a determination published by the Gazette as soon as practical after the variation to amend Appendix 3A of the Trust Deed in the manor provided by this Rule: and whereas there has been a variation in the Reference Rate the Trustee has amended Appendix 3A of the Trust Deed as follows:

- (a) by omitting the amount of "\$36.15 and \$26.115" in Column 5 of Item 1 and by inserting the amount of "\$36.15 and \$26.90";

- (b) by omitting the amount of "\$49.70 and \$30.845" in Column 5 of Item 2 and by inserting the amount of "\$49.70 and \$31.86";
- (c) by omitting the amount of "\$21.10 and \$41.165" in Column 5 of Item 3 and by inserting the amount of "\$21.10 and \$41.95";

The amendments made of Appendix 3A by this Determination take effect on and from 1 January 2010. Dated: 5 January 2010. STEVE GRANT, General Manager. [5028]