



# *Government Gazette*

OF THE STATE OF  
NEW SOUTH WALES

**Number 2**  
**Friday, 14 January 2011**

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## LEGISLATION

### Online notification of the making of statutory instruments

Week beginning 3 January 2011

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:

#### **Proclamations commencing Acts**

Nil.

#### **Regulations and Other Statutory Instruments**

Nil.

#### **Environmental Planning Instruments**

Nil.

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# OFFICIAL NOTICES

## Department of Industry and Investment

### FISHERIES MANAGEMENT ACT 1994

#### Section 8 Notification – Urgent Fishing Closure

##### Ocean Waters Adjacent to the Clarence and Bellinger Rivers

I, PAUL O'CONNOR, Principal Director, Fisheries & Compliance, with the delegated authority of the Minister for Primary Industries and the Director-General of the Department of Industry and Investment pursuant to sections 227 and 228 of the Fisheries Management Act 1994 ("the Act"), do by this notification pursuant to section 8 of the Act prohibit the taking of all species of fish, by all endorsement holders in the Ocean Trawl Fishery, by the methods of fishing specified in Column 1 of the Schedule to this notification, from the waters described opposite in Column 2 of that Schedule.

#### SCHEDULE

Column 1 Methods	Column 2 Waters
Otter trawl net (prawns)	<p>Bellinger River</p> <p>The whole of the waters within the area bounded by a line commencing at the mean high water mark 2 nautical miles north of the southern breakwall at Urunga (Urunga breakwall), then due east 3 nautical miles, then due south 4 nautical miles, then due west to the mean high water mark on Urunga Beach, then along the mean high water mark to the point of commencement.</p> <p>Clarence River</p> <p>The whole of the waters within the area bounded by a line commencing at the intersection of the mean high water mark and 29°22.400'S, then east to 29°22.400'S and 153°25.870'E, then south to 29°26.480'S and 153°25.780'E, then south to 29°29.200'S and 153°25.500'E, then south to 29°36.800'S and 153°23.800'E, then west to the mean high water mark at 29°36.800'S and 153°20.400'E, then along the mean high water mark (and across the river entrance) to the point of commencement.</p>

In the Schedule, latitude and longitude coordinates are in WGS84 datum.

In this fishing closure, "Ocean Trawl Fishery" means the share management fishery of that name, as described in Schedule 1 to the Act.

The provisions of this fishing closure in respect of endorsement holders in the Ocean Trawl Fishery have effect despite any provisions in the Fisheries Management (Ocean Trawl Share Management Plan) Regulation 2006.

This fishing closure is effective immediately until 3 February 2011, unless sooner amended or revoked, noting that this notification may be amended or revoked by way of a special supplement in the *NSW Government Gazette* on any week day.

Note: The purpose of this fishing closure is to deal with a flood event in the region.

Dated this 12th day of January 2011.

PAUL O'CONNOR  
Principal Director, Fisheries & Compliance  
Department of Industry and Investment

### PLANT DISEASES ACT 1924

#### Appointment of Inspectors

I, ANDREW COLIN SANGER, Director, Agricultural Compliance of the Department of Industry and Investment, pursuant to section 11(1) of the Plant Diseases Act 1924 ("the Act") and with the delegated authority of the Director-General of the Department of Industry and Investment pursuant to section 28C of the Act, hereby appoint the persons named in the Schedule below as inspectors for the purposes of the Act.

#### SCHEDULE

Mauricio ACOSTA CABRALES  
Robert Malcolm CAMERON  
Zachariah MUNAKAMWE  
Catherine Mary MURRELL

Dated this 11th day of January 2011.

A. C. SANGER,  
Director,  
Agricultural Compliance,  
Department of Industry and Investment

### PLANT DISEASES ACT 1924

#### Appointment of Inspector

I, ANDREW COLIN SANGER, Director, Agricultural Compliance of the Department of Industry and Investment, pursuant to section 11(1) of the Plant Diseases Act 1924 ("the Act") and with the delegated authority of the Director-General of the Department of Industry and Investment pursuant to section 28C of the Act, hereby appoint Roger Geoffrey ALLEN as an inspector for the purposes of the Act.

Dated this 11th day of January 2011.

A. C. SANGER,  
Director,  
Agricultural Compliance,  
Department of Industry and Investment

**PLANT DISEASES ACT 1924**

## Appointment of Inspectors

I, ANDREW COLIN SANGER, Director, Agricultural Compliance of the Department of Industry and Investment, pursuant to section 11(1) of the Plant Diseases Act 1924 ("the Act") and with the delegated authority of the Director-General of the Department of Industry and Investment pursuant to section 28C of the Act, hereby appoint the persons named in the Schedule below as inspectors for the purposes of the Act.

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**SCHEDULE**

Niu Vina Delmar GEORGE  
 James Arnold HARRIS  
 Nathan Michael McGRATH  
 Andrew Ian Peter NICHOLSON  
 Bernard Reginald O'KEEFE  
 Jesse Kain PARSONS  
 Farrah Alise THOMPSON

Dated this 11th day of January 2011.

A. C. SANGER,  
 Director,  
 Agricultural Compliance,  
 Department of Industry and Investment

**STOCK DISEASES ACT 1923**Appointment of Inspector  
Notification No. 527

I, ANDREW COLIN SANGER, Director, Agricultural Compliance of the Department of Industry and Investment, pursuant to section 6 (1) of the Stock Diseases Act 1923 ("the Act") and with the delegated authority of the Director-General of the Department of Industry and Investment pursuant to section 22C of the Act, hereby appoint Brett Alan CAMERON as an inspector for the purposes of the Act.

Dated this 11th day of January 2011.

A. C. SANGER,  
 Director,  
 Agricultural Compliance,  
 Department of Industry and Investment

**MINERAL RESOURCES**

NOTICE is given that the following applications have been received:

**EXPLORATION LICENCE APPLICATIONS**

(T11-0029)

No. 4151, VALBOB MINING PTY LIMITED (ACN 071 196 346), area of 6 units, for Group 1, dated 5 January 2011. (Inverell Mining Division).

(T11-0030)

No. 4152, CROWL CREEK EXPLORATION LIMITED (ACN 139 933 109), area of 2 units, for Group 1, dated 6 January 2011. (Orange Mining Division).

(T11-0031)

No. 4153, ANGEL JADE PTY LTD (ACN 146 720 578), area of 18 units, for Group 2 and Group 3, dated 6 January 2011. (Armidale Mining Division).

(T11-0032)

No. 4154, WINDORA EXPLORATION PTY LTD (ACN 143 563 133), area of 18 units, for Group 1, dated 7 January 2011. (Orange Mining Division).

(T11-0033)

No. 4155, NEWMONT EXPLORATION PTY LTD (ACN 006 306 690), area of 23 units, for Group 1, dated 10 January 2011. (Orange Mining Division).

STEVE WHAN, M.P.,  
 Minister for Primary Industries

NOTICE is given that the following applications have been granted:

**EXPLORATION LICENCE APPLICATIONS**

(T10-0138)

No. 4009, now Exploration Licence No. 7671, Pauline Kaye PERRY, County of Ashburnham, Map Sheet (8531), area of 5 units, for Group 1, dated 20 December 2010, for a term until 20 December 2012.

(T10-0184)

No. 4052, now Exploration Licence No. 7672, MOBILA PTY LTD (ACN 002 069 258), Counties of Hawes and Macquarie, Map Sheets (9234, 9235, 9334, 9335), area of 72 units, for Group 1, dated 21 December 2010, for a term until 21 December 2012.

STEVE WHAN, M.P.,  
 Minister for Primary Industries

NOTICE is given that the following application has been withdrawn:

**EXPLORATION LICENCE APPLICATION**

(T10-0289)

No. 4133, SILVER CITY MINERALS LIMITED (ACN 130 933 309), Counties of Farnell and Yancowinna, Map Sheets (7134, 7234). Withdrawal took effect on 11 January 2011.

STEVE WHAN, M.P.,  
 Minister for Primary Industries

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

(06-7572)

Exploration Licence No. 4474, PMR1 PTY LTD (ACN 145 210 528), area of 4 units. Application for renewal received 11 January 2011.

(09-0153)

Exploration Licence No. 5549, ZEOMIN TECHNOLOGIES PTY LTD (ACN 058 694 849), area of 2 units. Application for renewal received 6 January 2011.

(T01-0106)

Exploration Licence No. 5918, DRONVISA PTY LIMITED (ACN 002 070 680), area of 3 units. Application for renewal received 6 January 2010.

(10-8142)

Exploration Licence No. 6505, COAL MINES AUSTRALIA PTY LTD, area of 344 square kilometres. Application for renewal received 6 January 2010.

(04-0551)

Mining Claim Converted To Lease No. 309 (Act 1992), Elwyn Barry DUNNING, Anthony James FURNEY and John Frederick THOMPSON, area of 1.5 hectares. Application for renewal received 10 January 2011.

(04-0550)

Mining Claim Converted To Lease No. 310 (Act 1992), Elwyn Barry DUNNING, Anthony James FURNEY and John Frederick THOMPSON, area of .5 hectares. Application for renewal received 10 January 2010.

STEVE WHAN, M.P.,  
Minister for Primary Industries

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### RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(08-2695)

Exploration Licence No. 4473, SITEGOAL PTY LIMITED (ACN 052 317 503), County of Cook, Map Sheet (8931), area of 1 units, for a further term until 11 January 2012. Renewal effective on and from 15 December 2010.

(T01-0114)

Exploration Licence No. 5933, PEAK GOLD MINES PTY LTD (ACN 001 533 777), County of Robinson, Map Sheets (8034, 8035), area of 95 units, for a further term until 16 April 2012. Renewal effective on and from 15 December 2010.

(T04-0020)

Exploration Licence No. 6241, RIMFIRE PACIFIC MINING NL (ACN 006 911 744), Counties of Cunningham and Kennedy, Map Sheets (8332, 8432), area of 15 units, for a further term until 16 May 2012. Renewal effective on and from 9 December 2010.

(05-0214)

Exploration Licence No. 6506, WARATAH GOLD LIMITED (ACN 125 688 940), County of Auckland, Map Sheet (8824), area of 4 units, for a further term until 26 January 2012. Renewal effective on and from 11 January 2011.

(05-0274)

Exploration Licence No. 6522, GRENFELL GOLD PTY LTD (ACN 106 245 238), County of Forbes, Map Sheet (8530), area of 37 units, for a further term until 10 March 2012. Renewal effective on and from 9 December 2010.

(05-0263)

Exploration Licence No. 6525, NEW SOUTH RESOURCES LIMITED (ACN 119 557 416), County of Westmoreland, Map Sheet (8830), area of 89 units, for a further term until 7 March 2012. Renewal effective on and from 15 December 2010.

(07-0080)

Exploration Licence No. 6831, SULTAN CORPORATION LIMITED (ACN 061 219 985), County of Georgiana, Map Sheets (8729, 8829), area of 24 units, for a further term until 13 July 2012. Renewal effective on and from 21 December 2010.

(07-0349)

Exploration Licence No. 6971, NIMROD RESOURCES LIMITED (ACN 130 842 063), Counties of Culgoa, Gunterbooka and Irrara, Map Sheets (8038, 8039), area of 100 units, for a further term until 11 December 2011. Renewal effective on and from 15 December 2010.

(07-0140)

Exploration Licence No. 6986, NSW TIN PTY LIMITED (ACN 126 083 967), Counties of Bourke and Cooper, Map Sheet (8229), area of 35 units, for a further term until 13 December 2011. Renewal effective on and from 15 December 2010.

(07-0359)

Exploration Licence No. 7068, CHAMBERS CREEK GOLD COMPANY PTY LTD (ACN 105 614 579), Counties of Bathurst and Roxburgh, Map Sheet (8731), area of 1 units, for a further term until 6 February 2012. Renewal effective on and from 15 December 2010.

(T07-0513)

Exploration Licence No. 7131, MINCOR COPPER PTY LTD (ACN 120 024 777), Counties of Flinders and Kennedy, Map Sheet (8333), area of 43 units, for a further term until 23 April 2012. Renewal effective on and from 15 December 2010.

STEVE WHAN, M.P.,  
Minister for Primary Industries

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### CANCELLATION OF AUTHORITIES AT REQUEST OF HOLDERS

NOTICE is given that the following authorities have been cancelled:

(T07-0505)

Exploration Licence No. 7098, AUSGOLD EXPLORATION PTY LTD (ACN 078 093 606), County of Evelyn, Map Sheets (7237, 7238), area of 149 units. Cancellation took effect on 29 December 2010.

(T07-0507)

Exploration Licence No. 7100, AUSGOLD EXPLORATION PTY LTD (ACN 078 093 606), County of Evelyn, Map Sheets (7237, 7238), area of 117 units. Cancellation took effect on 29 December 2010.

(T09-0141)

Exploration Licence No. 7417, UNIMIN AUSTRALIA LIMITED (ACN 000 971 844), County of Phillip, Map Sheet (8832), area of 1 units. Cancellation took effect on 24 December 2010.

(T09-0193)

Exploration Licence No. 7499, AUSGOLD EXPLORATION PTY LTD (ACN 078 093 606), County of Evelyn, Counties of Mootwingee and Yantara, Map Sheets (7237, 7337), area of 296 units. Cancellation took effect on 29 December 2010.

STEVE WHAN, M.P.,  
Minister for Primary Industries

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#### **WITHDRAWAL OF TRANSFER APPLICATION**

T92-0460

Mining Claim Converted To Lease No 37, Betty ATTWATER, to Frederick TELFORD, County of Gresham, Map Sheet (9338), area of 2500 square metres. Withdrawal application received on 4 January 2011.

T92-0460

Mining Claim Converted To Lease No 38, Betty ATTWATER, to Frederick TELFORD, County of Gresham, Map Sheet (9338), area of 2000 square metres. Withdrawal application received on 4 January 2011.

STEVE WHAN, M.P.,  
Minister for Primary Industries

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## Land and Property Management Authority

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### BOARD OF SURVEYING AND SPATIAL INFORMATION

Panorama Avenue (PO Box 143), Bathurst NSW 2795

Phone: (02) 6332 8238 Fax: (02) 6332 8240

#### SURVEYING AND SPATIAL INFORMATION ACT 2002

Restoration of Name to the Register of Surveyors

PURSUANT to the provisions of the Surveying and Spatial Information Act 2002, section 10A (3), the undermentioned Land Surveyors has been restored to the Register of Surveyors.

<i>Name</i>	<i>Date of Original Registration</i>	<i>Removal Date</i>	<i>Restoration Date</i>
Michael John SIMPSON.	17 June 2002.	1 September 2006.	15 December 2010.
			W. A. WATKINS, AM, President
			S. G. GLENCORSE, Registrar

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#### SURVEYING AND SPATIAL INFORMATION ACT 2002

Registration of Surveyors

PURSUANT to the provisions of the Surveying and Spatial Information Act 2002, section 10 (1) (a), the undermentioned persons have been Registered as Land Surveyors in New South Wales from the dates shown.

<i>Name</i>	<i>Address</i>	<i>Effective Date</i>
David Luke SULLIVAN.	Tattersall Surveyors Pty Ltd, 2 Bourke Street, Raymond Terrace NSW 2324.	1 December 2010.
		W. A. WATKINS, AM, President
		S. G. GLENCORSE, Registrar

**GOULBURN OFFICE**  
**159 Auburn Street (PO Box 748), Goulburn NSW 2580**  
**Phone: (02) 4824 3700      Fax: (02) 4822 4287**

**NOTIFICATION OF CLOSING OF A ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon 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

*Parishes – Rossi, Cocomingla, Kenyu and Kember;*  
*Counties – King and Monteagle; Land District – Boorowa;*  
*L.G.A. – Boorowa*

Lots 1 to 19 inclusive, DP 1159731 (not being land under the Real Property Act).

File No.: GB05 H 251:K.

Schedule

On closing, the title for the land in Lots 1 to 19 inclusive, DP 1159731 remains vested in the State of New South Wales as Crown Land.

**GRAFTON OFFICE**  
**76 Victoria Street (PO Box 272), Grafton NSW 2460**  
**Phone: (02) 6640 3400      Fax: (02) 6642 5375**

**ROADS ACT 1993**

**ORDER**

Transfer of a Crown Road to a Council

IN pursuance of the provisions of section 151, Roads Act 1993, the Crown roads specified in Schedule 1 is hereby transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from the date, the road specified in Schedule 1, ceases to be Crown road.

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

SCHEDULE 1

*Parish – Bonalbo; County – Buller;  
Land District – Casino; Shire – Kyogle Council*

Crown road being in three parts, northeast and southwest of Lot 32, DP 1009225; road commencing northeast of Lot 31, DP 1009225, extending southeast to Lower Duck Creek road. Road to be transferred is part Bairds road at Lower Duck Creek.

Width to be Transferred: Whole width.

SCHEDULE 2

Roads Authority: Kyogle Council.

Council Reference: Bairds Road.

LPMA Reference: GF00 H 168.



**HAY OFFICE**  
**126 Lachlan Street (PO Box 182), Hay NSW 2711**  
**Phone: (02) 6990 1800 Fax: (02) 6993 1135**

**ERRATUM**

IN the notice appearing in the *New South Wales Government Gazette* of the 24th December 2010, Folio 6132, under the heading of "NOTIFICATION OF CLOSING OF PUBLIC ROAD" disregard the notification in regard to Lot 1, DP 1158350.

File No.: HY06 H 95.

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

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**NOTIFICATION OF CLOSING OF PUBLIC 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 a public road and the rights of passage and access that previously existed in relation to the road are extinguished. On road closure, 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

*Land District of Balranald South; L.G.A. – Wakool*

Lot 2 in DP 1154224, Parish of Wakool, County of Wakool.

File No.: HY86 H 383.

Schedule

On closing, title for the land comprised in Lot 1, DP 1154224 remains vested in the State of New South Wales as Crown Land.

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**MAITLAND OFFICE**  
**Corner Newcastle Road and Banks Street (PO Box 6), East Maitland NSW 2323**  
**Phone: (02) 4937 9306 Fax: (02) 4934 8417**

**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 Schedules hereunder, are appointed for the terms of office specified, 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 Schedules.

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

**SCHEDULE 1**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Margaret Jane PONTIFEX (re-appointment), Michael COOKE (new member), Margaret POINTER (re-appointment), Neil Leonard BERECRY-BROWN (new member), Elaine RAINES (new member), Andreas SCHNEIDER (new member), Neil Ronald PODLICH (re-appointment).	Mangrove Creek Recreation Reserve Trust.	Reserve No.: 37386. Public Purpose: Public recreation. Notified: 12 March 1904. File No.: MD83 R 14.

**Term of Office**

For a term commencing the date of this notice and expiring 13 January 2016.

**SCHEDULE 2**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
June Heather HUTTON (new member), Edwin George MORRIS (re-appointment), Michael Anthony CHAMPION (new member), Neil Leonard BERECRY-BROWN (new member), Russell Lawrence PONTIFEX (re-appointment), Neil Ronald PODLICH (re-appointment), Margaret Jane PONTIFEX (re-appointment).	Mangrove Mountain Recreation Reserve Trust.	Reserve No.: 71118. Public Purpose: Public recreation. Notified: 24 December 1943. File No.: MD96 R 15.

**Term of Office**

For a term commencing the date of this notice and expiring 13 January 2016.

**SCHEDULE 3**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Wayne COSTELLO (new member).	Dudley War Memorial Trust.	Reserve No.: 55270. Public Purpose: War Memorial. Notified: 7 April 1922. File No.: MD80 R 139.

**Term of Office**

For a term commencing the date of this notice and expiring 19 February 2014.

**NOTIFICATION OF CLOSING OF PUBLIC 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 a 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 – Yango; County – Northumberland;  
Land District – Maitland; L.G.A. – Cessnock*

Road Closed: Lot 1, DP 1159247 (not being land under the Real Property Act).

File No.: 09/17738.

**Schedule**

On closing, the land within Lot 1, DP 1159247 remains vested in the State of New South Wales as Crown Land.

**Description**

*Parish – Morisset; County – Northumberland;  
Land District – Gosford; L.G.A. – Lake Macquarie*

Road Closed: Lot 1, DP 1159057 (not being land under the Real Property Act).

File No.: 07/1059.

**Schedule**

On closing, the land within Lot 1, DP 1159057 remains vested in the State of New South Wales as Crown Land.

**NOWRA OFFICE**  
**5 O’Keefe Avenue (PO Box 309), Nowra NSW 2541**  
**Phone: (02) 4428 9100 Fax: (02) 4421 2172**

**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 – Marulan; County – Argyle;*  
*Land District – Goulburn;*  
*Local Government Area – Goulburn Mulwaree*

Road Closed: Lot 1, DP 1156160 at Marulan, subject to an easement for Access and Right of Carriageway created by DP 1156160.

File No.: GB05 H 256.

Schedule

On closing, the land within Lot 1, DP 1156160 remains vested in the State of New South Wales as Crown Land.

Description

*Parishes – Kiama and Broughton; County – Camden;*  
*Land District – Kiama; Local Government Area – Kiama*

Road Closed: Lot 1, DP 1159919 at Foxground.

File No.: 08/11218.

Schedule

On closing, the land within Lot 1, DP 1159919 remains vested in the 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, 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>
Wayne PETERSON (new member), Marilyn BUSH (new member), Jacqueline PFEIFFER (new member), Raymond GOOLEY (new member).	Woodstock Soldiers Memorial Park Trust.	Reserve No.: 55078. Public Purpose: Public recreation. Notified: 6 January 1922. File No.: OE80 R 190.

Term of Office

For a term commencing the date of this notice and expiring 12 November 2014.

**SYDNEY METROPOLITAN OFFICE**  
**Level 12, Macquarie Tower, 10 Valentine Avenue, Parramatta 2150**  
**(PO Box 3935, Parramatta NSW 2124)**  
**Phone: (02) 8836 5300 Fax: (02) 8836 5365**

**REVOCAION OF APPOINTMENT OF RESERVE TRUST**

PURSUANT to section 92(3)(c) of the Crown Lands Act 1989, the appointment of the reserve trust specified in Column 1 of the Schedule hereunder, as trustee of the reserve specified in Column 2 of the Schedule is revoked for that part of the reserve specified 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>
Gladesville (D500263) Reserve Trust appointed by notification in the <i>New South Wales Government Gazette</i> of 17 May 1996.	Reserve No. 500263 for the public purpose of public recreation, notified in the <i>New South Wales Government Gazette</i> of 17 September 1920.	Lot 903 in Deposited Plan 1017546, having an area of 4.646 hectares. File No.: DOC11/002010.

**APPOINTMENT OF RESERVE TRUST**

PURSUANT to section 92(1) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedule hereunder, is appointed as trustee of that part of the reserve specified opposite thereto in Column 2 of the Schedule.

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Crown Lands Reserve Trust.	Part Reserve No. 500263 for the public purpose of public recreation, notified in the <i>New South Wales Government Gazette</i> of 17 September 1920, comprising Lot 903 in DP 1017546. File No.: DOC11/002010.

**REVOCAION OF RESERVATION OF CROWN LAND**

PURSUANT to section 90(1) of the Crown Lands Act 1989, the reservations of Crown Land specified in Column 1 of the Schedule hereunder, are revoked to the extent specified opposite thereto in Column 2 of the Schedule.

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Metropolitan. Council: Sutherland Shire. Parish: Holsworthy. County: Cumberland. Location: Barden Ridge. Reserve: 1003608 and 752034. Purpose: Public recreation and future public requirements respectively. Date of Notification: 21 June 2002 and 29 June 2007, respectively. File No.: 10/15946.	Part Reserve 1003608 comprising Lot 4 and Part Lot 6 in DP 1149334 and Part Reserve 752034 being the residue of Lot 6 in DP 1149334.

**TAREE OFFICE**  
**98 Victoria Street (PO Box 440), Taree NSW 2430**  
**Phone: (02) 6591 3500      Fax: (02) 6552 2816**

**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 a 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

*Land District – Taree; L.G.A. – Great Lake*

Roads Closed: Lot 7380, DP 1160403 at Wallis Lake,  
Parish Forster, County Gloucester.

File No.: 10/16061.

Schedule

On closing, the land within Lot 7380, DP 1160403 remains vested in the State of New South Wales as Crown Land.

**WAGGA WAGGA OFFICE****Corner Johnston and Tarcutta Streets (PO Box 60), Wagga Wagga NSW 2650****Phone: (02) 6937 2700 Fax: (02) 6921 1851****NOTIFICATION OF CLOSING OF A ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder specified is closed, the road ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished.

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

## Description

*Parish – South Wagga Wagga; County – Wynyard;  
Land District – Wagga Wagga; L.G.A. – Wagga Wagga*

Lot 1 in DP 1144372 at Glenfield Park.

File No.: 08/5302.

Note: On closing, the land within the former Council public road will remain vested in the Council of the City of Wagga Wagga as operational land.

## Description

*Parish – South Wagga Wagga; County – Wynyard;  
Land District – Wagga Wagga; L.G.A. – Wagga Wagga*

Lot 1 in DP 1157657 at Wagga Wagga.

File No.: 08/11225.

Note: On closing, the land within the former Council public road will remain vested in the Council of the City of Wagga Wagga as operational land.

## Description

*Parish – Gobbagombalin; County – Clarendon;  
Land District – Wagga Wagga; L.G.A. – Wagga Wagga*

Lot 2 in DP 1154840 at Gobbagombalin.

File No.: 08/6336.

Note: On closing, the land within Lot 2 in DP 1154840 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Boree; County – Clarendon;  
Land District – Cootamundra; L.G.A. – Junee*

Lot 1 in DP 1154854 at Wantiool.

File No.: WA07 H 112.

Note: On closing, the land within Lot 1 in DP 1154854 remains vested in the State of New South Wales as Crown Land.

## Description

*Parishes – Coffin Rock and Livingstone;  
Counties – Mitchell and Wynyard;  
Land District – Wagga Wagga; L.G.A. – Wagga Wagga*

Lot 1 in DP 1159051 at Mangoplah.

File No.: WA07 H 73.

Note: On closing, the land within Lot 1 in DP 1159051 remains vested in the State of New South Wales as Crown Land.

**WESTERN REGION OFFICE**  
**45 Wingewarra Street (PO Box 1840), Dubbo NSW 2830**  
**Phone: (02) 6883 5400 Fax: (02) 6884 2067**

**NOTIFICATION OF CREATION OF EASEMENT**

PURSUANT to Part 4, Division 5, section 52 (1) (b) (ii), Crown Lands Act 1989, the easement described hereunder is created.

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

\_\_\_\_\_  
 Description

*County of Irrara; Administrative District of Wanaaring;  
 Shire of Bourke*

Purpose: Right of Access.

Land Benefited: Lot 410, DP 761233.

Land over which Created: The site designated "A" in DP 1156297 affecting Crown reserve 9886 for travelling stock and camping, notified 19/10/1889 being part of Lot PWP 134.

**TERMS AND CONDITIONS OF RIGHT OF WAY**

1. The owner of the lot benefited, and every person authorised by them may:
  - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement, to get to or from the lot benefited, and
  - (b) do anything reasonably necessary for that purpose, including:
    - entering the lot burdened, and
    - taking anything on to the lot burdened, and
    - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
2. In exercising those powers, the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.

File No.: 10/9968.

**ERRATUM**

IN the *New South Wales Government Gazette* of 18 June 2010, Folio 2443 under the heading "Withdrawal of Lands from Western Lands Leases", the reference in Column 3 to title 985/762700 should have read 985/762200.

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



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## Department of Planning

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### ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

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

#### Notice of Compulsory Acquisition of Land in the Local Government Area of Ryde

THE Minister administering the Environmental Planning and Assessment Act 1979 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 Environmental Planning and Assessment Act 1979.

Dated at Sydney, this 17th day of November 2010.

By Her Excellency's Command,

The Hon. TONY KELLY, M.L.C.,  
Minister for Planning

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#### SCHEDULE

1. All that piece or parcel of land situated in the Local Government Area of Ryde, Parish of Hunters Hill, County of Cumberland, being Part Lot 29, Deposited Plan 232964, being part of the land comprised in Folio Identifier 29/232964 said to be in the ownership of the Minister administering the Environmental Planning and Assessment Act 1979 (see Certificate of Title for Lot 29, DP 232964 and Plan of Acquisition for Lot 105, DP 1001474).

**HERITAGE ACT 1977**

Direction pursuant to Section 38 to Remove an Item from the State Heritage Register

Knuckey's Store, 51 Swift Street, Wellington  
SHR No. 1656

IN pursuance of section 38 of the Heritage Act 1977, I, the Minister for Planning, having considered a recommendation of the Heritage Council of New South Wales, direct the removal of the listing of the item specified in Schedule "A" from the State Heritage Register.

This delisting shall apply to the curtilage or site of the item, being the fabric described in Schedule "B".

Dated: Sydney, 16th day of December 2010.

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

—————  
SCHEDULE "A"

The item known as Knuckey's Store, 51 Swift Street, Wellington, situated on the land described in Schedule "B".

—————  
SCHEDULE "B"

All those pieces or parcels of land known as Lot G, DP 397852; Lot 1, DP 7784 and Lot 2, DP 7784 in Parish of Wellington, County of Wellington, shown on the plan catalogued HC 2077 in the office of the Heritage Council of New South Wales.

**HERITAGE ACT 1977**

Direction pursuant to Section 34(1)(a) to List an Item on the State Heritage Register

El Alamein Memorial Fountain  
Macleay Street, Kings Cross  
SHR No. 1847

IN pursuance of section 34(1)(a) of the Heritage Act 1977, I, the Minister for Planning, having considered a recommendation of the Heritage Council of New South Wales, direct the Council to list the item of environmental heritage specified in Schedule "A" on the State Heritage Register. This listing shall apply to the curtilage or site of the item, being the land described in Schedule "B". The listing is subject to the exemptions from approval under section 57(2) of the Heritage Act 1977, described in Schedule "C" and in addition to the standard exemptions.

Dated: Sydney, 20th day of December 2010.

The Hon. TONY KELLY, M.L.C.,  
Minister for Planning

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**SCHEDULE "A"**

The item known as El Alamein Memorial Fountain, situated on the land described in Schedule "B".

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**SCHEDULE "B"**

All those pieces or parcels of land known as Part Lot 1, DP 447466 in Parish of Alexandria, County of Cumberland, shown on the plan catalogued HC 2329 in the office of the Heritage Council of New South Wales.

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**SCHEDULE "C"**

- (a) All Standard Exemptions.
- (b) All refurbishment works on the El Alamein Fountain as described in the report by Sydney Artefacts Conservation, "Specifications for the Restoration of El Alamein Fountain, Kings Cross", 2010.
- (c) Use of the place for public gatherings and memorial services.
- (d) Activities associated with the use, maintenance and repair of the El Alamein Memorial Fountain that do not impact materially on the significance of the fountain and excluding any new development. This exemption includes works on pumps, pipes and electrical installation in the underground plant space beneath the fountain.
- (e) All maintenance of the existing landscaping, including pruning and removal of diseased trees, maintenance of fencing and pathways, and planting of new vegetation where this does not obstruct sight lines to and from the fountain.
- (f) All maintenance of the existing roadway and associated technologies including traffic signals, where this does not obstruct sight lines to and from the fountain.
- (g) Maintenance or removal of intrusive urban elements such as sculptures, café hoardings, café furniture, telephone booths, bus shelters, light poles and signage where this does not impact negatively upon sight lines to and from the fountain.
- (h) All temporary and permanent signage that is consistent with a Conservation Management Plan for the site and does not obstruct sight lines to and from the fountain.
- (i) Temporary structures (including banners, market stalls, portable lavatories and food services) associated with special events to be erected where they have no adverse impact on the fabric of the fountain.

**HERITAGE ACT 1977**

Direction pursuant to Section 34(1)(a) to List an Item on the State Heritage Register

Holy Trinity Church Group  
71-85 Gilmour Street, Kelso  
SHR No. 1852

IN pursuance of section 34(1)(a) of the Heritage Act 1977, I, the Minister for Planning, having considered a recommendation of the Heritage Council of New South Wales, direct the Council to list the item of environmental heritage specified in Schedule "A" on the State Heritage Register. This listing shall apply to the curtilage or site of the item, being the land described in Schedule "B". The listing is subject to the exemptions from approval under section 57(2) of the Heritage Act 1977, described in Schedule "C" and in addition to the standard exemptions.

Dated: Sydney, 20th day of December 2010.

The Hon. TONY KELLY, M.L.C.,  
Minister for Planning

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**SCHEDULE "A"**

The item known as Holy Trinity Church Group, 71-85 Gilmour Street, Kelso, situated on the land described in Schedule "B".

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**SCHEDULE "B"**

All those pieces or parcels of land known as PT82, Deposited Plan 755781 (formerly Por82) and Lot 1 of Deposited Plan 650680, Parish of Kelso, County of Roxburgh, shown on the plan catalogued HC 2200 in the office of the Heritage Council of New South Wales.

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**SCHEDULE "C"**

- (a) All Standard Exemptions.
- (b) Activities associated with the ongoing use of the church and pioneer cemetery for religious purposes and ongoing use of the rectory for domestic purposes, provided they do not impact on the heritage significance of the place.
- (c) Activities and works associated with a temporary change of use provided they do not impact on existing fabric or the heritage significance of the place.
- (d) Maintenance of the existing landscaping, both vegetation and built elements, including planting, pruning and removal of diseased trees.
- (e) All works to moveable heritage items consistent with the policies in a Heritage Council-endorsed Conservation Management Plan or Heritage Collections Plan.
- (f) Installation and replacement of signage, internally and externally, consistent with the policies in a Heritage Council-endorsed Conservation Management Plan.
- (g) Interments, including placement of ashes. Addition of inscriptions and grave markers by means in keeping with existing forms and lettering.
- (h) Refurbishment of interior rooms in the Rectory building provided the positioning of walls, windows and doors remains intact and the internal surfaces and fixtures are not original fabric dating from Blacket's design in the 1870s.

**HERITAGE ACT 1977**

Direction pursuant to Section 34(1)(a) to List an Item on the State Heritage Register

Berrima Internment Group  
SHR No. 1848

IN pursuance of section 34(1)(a) of the Heritage Act 1977, I, the Minister for Planning, having considered a recommendation of the Heritage Council of New South Wales, direct the Council to list the item of environmental heritage specified in Schedule "A" on the State Heritage Register. This listing shall apply to the curtilage or site of the item, being the land described in Schedule "B". The listing is subject to the exemptions from approval under section 57(2) of the Heritage Act 1977, described in Schedule "C".

Dated: Sydney, 20th day of December 2010.

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

\_\_\_\_\_  
SCHEDULE "A"

The item known as the Berrima Internment Group.

\_\_\_\_\_  
SCHEDULE "B"

All those pieces or parcels land being Part Lots: 7028, 7027 and 7026 of Deposited Plan 1026280; Part Lot 450 of Deposited Plan 751252; Lots 1 and 2 of Deposited Plan 833934; Lot 7018 of Deposit Plan 1123913; Lots 7034 and 7033 of Deposited Plan 1125727; Part Lot 314, DP 752152, Parish of Berrima, County of Camden, as shown on the plan catalogued 2386 in the office of the Heritage Council of New South Wales.

\_\_\_\_\_  
SCHEDULE "C"

1. All Standard Exemptions.
2. All works and activities outlined as implemented in the Berrima District Museum Conservation Practice guideline dated 17 April 2010.
3. All works and activities in accordance with a Collection Management Plan endorsed by the Heritage Council.

**HERITAGE ACT 1977**

Direction pursuant to Section 34(1)(a) to List an Item on the State Heritage Register

McQuade Park  
SHR No. 1851

IN pursuance of section 34(1)(a) of the Heritage Act 1977, I, the Minister for Planning, having considered a recommendation of the Heritage Council of New South Wales, direct the Council to list the item of environmental heritage specified in Schedule "A" on the State Heritage Register. This listing shall apply to the curtilage or site of the item, being the land described in Schedule "B". The listing is subject to the exemptions from approval under section 57(2) of the Heritage Act 1977, described in Schedule "C" and in addition to the standard exemptions.

Dated: Sydney, 20th day of December 2010.

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

—————  
SCHEDULE "A"

The item known as McQuade Park, situated on the land described in Schedule "B".

—————  
SCHEDULE "B"

All those pieces or parcels of land known as Lot 1, DP 556829 and Lot 346, DP 752061 in Parish of St Matthew, County of Cumberland, shown on the plan catalogued HC 2370 in the office of the Heritage Council of New South Wales.

—————  
SCHEDULE "C"

Exemptions

1. All Standard Exemptions
2. Removal, construction or alteration of garden beds, hard landscaping and plantings to implement the Plan of Management and other policies (2004 Conservation Management Plan) for McQuade Park where it is satisfied that the activity will not materially effect the heritage significance of the park as a whole, or the area in which they are to be undertaken. This exemption does not apply to excavation, unless Council can demonstrate the subject site is previously disturbed or comprises previous fill.
3. The maintenance of any building, monument or work on the site, where maintenance means the continuous protective care of existing or non significant material.
4. Horticultural maintenance, including lawn mowing, field maintenance, cultivation, pruning, fertilising, aerating, and remedial tree surgery.
5. Removal of non-significant trees considered by a qualified tree surgeon to be dead or dangerous and replacement where it is satisfied that the activity will not materially effect the heritage significance of the park as a whole, or the area in which they are to be undertaken.
6. Erection and dismantling of temporary structures, signs, crowd control barriers, banners, stages, lighting and sound, and public address equipment associated with special events, sporting activities and functions held in the Park. This exemption does not apply to excavation, unless Council can demonstrate the subject site is previously disturbed or comprises previous fill.
7. Maintenance and repair of existing roads, paths, fences, gates, sporting amenities, drains, water reticulation facilities and other utilities. This exemption does not apply to excavation, unless Council can demonstrate the subject site is previously disturbed or comprises previous fill.

**HERITAGE ACT 1977**

Direction pursuant to Section 34(1)(a) to List an Item on the State Heritage Register

Conservatorium of Music, Sydney Site  
SHR No. 1849

IN pursuance of section 34(1)(a) of the Heritage Act 1977, I, the Minister for Planning, having considered a recommendation of the Heritage Council of New South Wales, direct the Council to list the item of environmental heritage specified in Schedule "A" on the State Heritage Register. This listing shall apply to the curtilage or site of the item, being the land described in Schedule "B". The listing is subject to the exemptions from approval under section 57(2) of the Heritage Act 1977, described in Schedule "C".

Dated: Sydney, 20th day of December 2010.

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

—————  
SCHEDULE "A"

The item known as the Conservatorium of Music, Sydney.

—————  
SCHEDULE "B"

All those pieces or parcels land being Lot 151 of Deposited Plan 878851; Lot 27 of Deposited Plan 39586 and Lot 1 of Deposited Plan 832310; Part Lot 33, 39586, Parish of St James, County of Cumberland, as shown in Annexure B.

—————  
SCHEDULE "C"

1. All Standard Exemptions
2. Works and activities in accordance with a reviewed and endorsed Conservation Management Plan for the Conservatorium Music Precinct and the Conservatorium Gardens Maintenance Plan which clearly identifies exempt works.
3. Works and activities associated with the conservation and management of the Conservatorium of Music, Sydney and the Conservatorium High School moveable heritage collection as guided by an endorsed Collection Management Plan which clearly identifies exempt works.
4. Works and activities associated with the maintenance and upkeep of the non heritage fabric associated with the 2001 extension of the Conservatorium of Music complex.
5. Works and activities associated with the Conservatorium of Music, Sydney and Conservatorium High School Interpretation Plan.
6. Works and activities associated with the maintenance and upkeep of landscaped gardens and grounds including; mowing, tree surgery, removal or pruning of trees considered a danger to the public or staff or necessary to the health of the tree. Maintenance, repair of existing roads, paths, fences, garden edges, rendered retaining walls and gates.
7. Works and activities to allow repair and replacement of aluminium doors to Sprinkler/Hydrant Booster in Western forecourt area.
8. Works and activities associated with the repair, painting and equipment replacement in the loading dock and all plant and equipment rooms in the complex.
9. Works and activities associated with the maintenance and upkeep of all skirting boards.
10. Works and activities associated with general cleaning of walls and floors
11. Works and activities associated with the replacement of floor tiles in the Western entry.
12. Works and activities associated with the replacement of carpet throughout the building complex.
13. Works and activities associated with the repair and re-staining of timberwork in accordance with a reviewed and endorsed Conservation Management Plan.
14. Works and activities associated with the replacement of workstations and furniture throughout the Conservatorium complex.
15. Works and activities associated with installation of computing and audio visual equipment providing these utilise existing conduits and do not impact on material deemed to be of some, considerable or exceptional significance in a reviewed and endorsed Conservation Management Plan.
16. Works and activities associated with the repair and replacement of elevators which do not require structural alterations.
17. Works and Activities associated with minor roof repairs.
18. Works and activities associated with the painting of window sashes in accordance with an endorsed Conservation Management Plan.

19. Works and activities associated with the replacement of laminated glass panels and window glass except for significant windows and sashes in the Greenway building.
20. Works and activities associated with the cleaning of air vents throughout the building complex.
21. Works and activities associated with the ongoing surfacing and maintenance of roadways, verges, drainage, pedestrian pathways where these do not impact on assessed significant archaeology as outlined in an endorsed Archaeology Management Plan.
22. Activities associated with public functions and events that are in accordance with an endorsed and reviewed Conservation Management and Archaeological Management Plan.
23. Works and activities associated with the temporary projection of imagery on to the external walls of the Conservatorium for art and to promote Conservatorium of Music and Conservatorium High School activities where it is not of a commercial or business nature.
24. Temporary structures (including stages, fencing, portable lavatories, food and beverage services and small marquees) associated with special events to be erected where they have no adverse effect for periods of time of up to 6 weeks duration and limited to 84 days per year. Such structures must be dismantled within 48 hours of the completion of the event.
25. Activities associated with the use of rooms and spaces in the Conservatorium of Music and the Conservatorium High School for teaching, performance, rehearsal and study.
26. All improvements to the operational efficiency and all changes to the backstage infrastructure of performance venues (such as widening the loading door or updating flying systems) where these have no adverse effect on fabric rated some, considerable or exceptional significance in an endorsed CMP.
27. Works and activities associated with the installation of safety barriers in the level 3 storage areas
28. All permanent security arrangements for the complex where these have no adverse effect on fabric rated of some, considerable or exceptional significance in an endorsed Conservation Management Plan.
29. All temporary and permanent signage for room designations, exit signs and complex name signs approved by the Management Committee of the Conservatorium complex. This would not include the name sign located on the Greenway Building i.e. Conservatorium of Music 1915 which would remain unchanged and covered by the Conservation Management Plan.
30. The installation of semi-permanent plasma and flat screen displays for the purpose of promoting performances and sponsors, that are consistent with an endorsed and reviewed Conservation Management Plan, have no adverse effect on fabric rated some, considerable or exceptional significance in the CMP and do not obstruct views identified as significant in the CMP.
31. Display of temporary foot path signage advertising the Café/restaurant in the Western Forecourt.
32. Works and activities associated with the fit out and improvement of shops and restaurants provided there is no adverse impact on significant heritage deemed to be of some, considerable or exceptional heritage significance in a reviewed and endorsed Conservation Management Plan.
33. Location of tables and chairs and decorative flower vases/pots used to set out the outdoor area of the cafe in the Western forecourt near the main entrance to the building.



**HERITAGE ACT 1977**

Direction pursuant to Section 34(1)(a) to List an Item on the State Heritage Register

Mort's Dock  
SHR No. 1854

IN pursuance of section 34(1)(a) of the Heritage Act 1977, I, the Minister for Planning, having considered a recommendation of the Heritage Council of New South Wales, direct the Council to list the item of environmental heritage specified in Schedule "A" on the State Heritage Register. This listing shall apply to the curtilage or site of the item, being the land described in Schedule "B". The listing is subject to the exemptions from approval under section 57(2) of the Heritage Act 1977, described in Schedule "C" and in addition to the standard exemptions.

Dated: Sydney, 20th day of December 2010.

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

—————  
SCHEDULE "A"

The item known as Mort's Dock, situated on the land described in Schedule "B".

—————  
SCHEDULE "B"

All those pieces or parcels of land known as Lot 23 of Deposited Plan 1031154; Lot 22 of Deposited Plan 1031154; Lot 26 of Deposited Plan 1031154; Lot 17 of Deposited Plan 758753 and Lot 18 of Deposited Plan 758753, in Parish of Petersham, County of Cumberland, shown on the plan catalogued HC 2337 in the office of the Heritage Council of New South Wales.

—————  
SCHEDULE "C"

1. All Standard Exemptions.
2. Site Specific Exemptions:
  - (a) General maintenance and repair:
    - (i) Tree surgery where considered necessary for the health of a tree;
    - (ii) Removal or pruning of trees considered a danger to the public or staff;
    - (iii) Minor works to improve public access, provide disabled access and to eliminate or reduce risks to public safety;
    - (iv) Maintenance, repair and resurfacing of existing roads, paths, fences and gates;
    - (v) Routine horticultural maintenance, including lawn mowing, cultivation and pruning;
    - (vi) Installation, maintenance and removal of waste bins;
    - (vii) Routine horticultural curation, including development and management of displays; and
    - (viii) Installation, relocation, removal and maintenance of park furniture.
  - (b) Management of temporary events:

Temporary use of a section of the site, the installation of temporary buildings, structures, fencing, facilities, exhibitions, artworks, crowd control barriers, stages, lighting, sound and public address equipment and signage for a period not exceeding 6 months where Leichhardt Council is satisfied that the activity will not materially affect the heritage significance of the site as a whole or the area in which they are to be undertaken.

**HERITAGE ACT 1977**

Direction pursuant to Section 34(1)(a) to List an Item on the State Heritage Register

Newington Armament Depot and Nature Reserve  
SHR No. 1850

IN pursuance of section 34(1)(a) of the Heritage Act 1977, I, the Minister for Planning, having considered a recommendation of the Heritage Council of New South Wales, direct the Council to list the item of environmental heritage specified in Schedule "A" on the State Heritage Register. This listing shall apply to the curtilage or site of the item, being the land described in Schedule "B". The listing is subject to the exemptions from approval under section 57(2) of the Heritage Act 1977, described in Schedule "C" and in addition to the standard exemptions.

Dated: Sydney, 21st day of December 2010.

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

**SCHEDULE "A"**

The item known as Newington Armament Depot and Nature Reserve, situated on the land described in Schedule "B".

**SCHEDULE "B"**

All those pieces or parcels of land known as Lot 1, DP 883215; Lot 2, DP 883215; Lot 3, DP 883215; Lot 2, DP 883573; Lot 2005, DP 878356; Part of Parramatta River encompassing the Wharf and Pontoon in Parish of St John, County of Cumberland, shown on the plan catalogued HC 2320 in the office of the Heritage Council of New South Wales.

**SCHEDULE "C"****Site Specific Exemptions**

- a. Minor building alterations and additions to and uses of items of environmental heritage provided that the development does not impact on the heritage significance of the building, structure or landscape and as described in the following table:

<i>Building Type</i>	<i>Extent of Alterations and Additions</i>
<ul style="list-style-type: none"> <li>• Small and medium sized timber framed administration support and operational buildings generally dating from the late interwar years until the end of the Second World War.</li> <li>• Large volume former explosives storehouses, dating from the interwar period until the end of the Second World War. Both brick and timber framed buildings are included in this category.</li> <li>• Former residential buildings, including those currently used for office accommodation. Both brick and timber framed buildings are included in this category.</li> <li>• Installation of new external security doors and screens to existing door openings.</li> </ul>	<ul style="list-style-type: none"> <li>• Installation of surface mounted internal and external communications cabling or upgraded power supply and fittings (including security, CCTV)</li> <li>• Installation of new floor finishes such as carpet or vinyl over existing floor finishes.</li> <li>• Upgrading of internal light fittings where these do not have heritage significance and the installation of additional internal light fittings and external lighting for security purposes.</li> <li>• Installation of new internal furniture, where such installation does not require the removal of significant fittings.</li> <li>• Infill or treatment of rail track to minimise trip hazards where the work is completely reversible.</li> <li>• Upgrading of, and connection to, services such as sewer and water where no impact on significant archaeology will result.</li> <li>• Minor penetrations to accommodate ventilation and fire safety (including air conditioning).</li> <li>• Installation of fire safety features such as hose reels, hydrants.</li> </ul>

- b. Routine maintenance and renewal of existing landscaping, including garden beds and general landscaping;
- c. Landscaping which is included in a Conservation Management Plan that has been endorsed by the Heritage Council.;
- d. Temporary uses, buildings and structures (being for a period of two months or less) associated with festivals, minor and major events, markets, carnivals, outdoor cinemas, interactive video screens, street performers, entertainment, recreation and leisure activities, information booths, merchandising, food and beverage outlets, trade shows, exhibitions, public meetings and the like;

- 
- e. Signage for the purposes of event promotions, directional and identification signage, building identification signage and visitor way finding;
- f. Demolition of exempt development that is defined as exempt under these Site Specific Exemptions;
- g. Ecological works including minor habitat management and installation of fittings in bushland and wetland areas including bush regeneration, planting, vegetation removal, ecological burning, modification to existing weirs and weir settings, maintenance of tidal flushing channels and drainage systems, installation of bird hides and environmental monitoring devices and pest management activities, including mosquito larvae treatment within Newington Nature Reserve wetland.
- h. Filming and photography provided that it does not involve:
- Changes or additions that are not merely superficial and temporary ;
  - Mounting or fixing of any object or article on any heritage item;
  - The movement or parking of any vehicle or equipment on areas not designed for that use; or
  - Any permanent changes to vegetation or other natural or physical features of the item.
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## Roads and Traffic Authority

### ROAD TRANSPORT (GENERAL) ACT 2005

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

BLAYNEY SHIRE COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which 25 metre B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

Date: 10 January 2011.

AARON JONES,  
General Manager,  
Blayney Shire Council  
(by delegation from the Minister for Roads)

#### SCHEDULE

**1. Citation**

This Notice may be cited as Blayney Shire Council 25 Metre B-Double route Notice No. 1/2011

**2. Commencement**

This Notice takes effect on 17 January 2011.

**3. Effect**

This Notice remains in force until 21 January 2011 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**

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
25	000	Hill Street, Blayney	Mid Western Highway (HW6)	Gerty Street	Access only available as an alternate route when normal B-Double access on Marshalls Lane is restricted by road works
25	000	Gerty Street, Blayney	Maria Street	Marshalls Lane	Access only available as an alternate route when normal B-Double access on Marshalls Lane is restricted by road works
25	000	Marshalls Lane, Blayney	Gerty Street	Lawson Street	Access only available as an alternate route when normal B-Double access on Marshalls Lane is restricted by road works

## ROAD TRANSPORT (GENERAL) ACT 2005

**Ministerial Declaration (Charitable Purposes Exemption) Order 2010**

I, David Borger, M.P., Minister for Roads, pursuant to section 16 of the *Road Transport (General) Act 2005*, make the following Order.

Dated this 24th day of December 2010.

David Borger MP  
Minister for Roads

**1 Citation**

This Order is the *Ministerial Declaration (Charitable Purposes Exemption) Order 2010*.

**2 Commencement**

This Order takes effect on the later of 1 January 2011 or publication in the NSW Government Gazette.

**3 Effect**

This Order remains in force until 30 June 2011 unless revoked earlier.

**4 Definitions**

For the purposes of this order the following words have the meanings ascribed to them:

*charitable purposes* means any charitable, benevolent or philanthropic purpose including, without limitation, fund raising for children's charities.

*fund raiser* means Mr Terry O'Grady (also known as Tex O'Grady).

Unless stated otherwise, words and expressions used in this Order have the same meaning as those defined in the Road Rules 2008.

**5 Declaration**

The provisions of Road Rule 297(3) of the Road Rules 2008 are declared not to apply to the fund raiser in the following circumstances:

- (a) the fund raiser is riding a motor bike to, from or for the purposes of events or activities conducted for charitable purposes; and
- (b) a copy of this Order, as published in the New South Wales Government Gazette, is carried by the fund raiser at the time and is produced upon request by NSW Police.

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**Explanatory Notes:**

Road Rule 297(3) applies to prohibit the riding of a motor bike with an animal on the petrol tank.

The named fund raiser conducts significant charitable and fund raising activities for children's charities.

This Order applies to declare that the provisions of Road Rule 297(3) do not apply to the named fund raiser in specified circumstances to enable charitable or fund raising activities for a limited period of 6 months.

Other than as provided for in this Order, the named fund raiser is required to comply with all other applicable Road Rules.

This Order only applies in New South Wales.

**ROADS ACT 1993**

Order - Section 31

Fixing of Levels of part of the Main Road 54 south of  
Bathurst in the Bathurst Regional Council area

The Roads and Traffic Authority of New South Wales,  
by this Order under section 31 of the Roads Act 1993,  
fixes the levels of part of Main Road 54 – Crookwell to  
Bathurst between 5.439 km to 6.18 km south of  
Bathurst.

Jeffrey Hall  
Project Services Manager  
Roads and Traffic Authority of New South Wales  
51 – 55 Currajong Street  
Parkes NSW 2870

(RTA Papers: 30.5357; RO 30.1317;1)

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## Other notices

### APPRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given that the Commissioner for Vocational Training has made Vocational Training Orders for the recognised trade vocation of:

- Animal Care and Management – Farriery,

and the traineeship vocations of:

- Animal Care and Management – Animal Studies
- Animal Care and Management – Animal Technology
- Animal Care and Management – Captive Animals
- Animal Care and Management – Companion Animal Services
- Animal Care and Management – Animal Control and Regulation
- Animal Care and Management – Veterinary Nursing,

under section 6 of the Apprenticeship and Traineeship Act 2001.

The Orders specify a number of matters relating to the required training for these vocations, including the term/s of training, probationary period/s, and course/s of study to be undertaken.

The Orders will take effect from the date of publication in the NSW Government Gazette.

Copies of the Orders may be inspected at any State Training Services Regional Office of the Department of Education and Training or on the Internet at [https://www.training.nsw.gov.au/cib\\_vto/cibs/cib\\_490.html](https://www.training.nsw.gov.au/cib_vto/cibs/cib_490.html)

Notice is also given that the following recognised trade vocation is now repealed:

- Farriery

and the traineeship vocations of:

- Animal Care and Management
- Veterinary Nursing

### MENTAL HEALTH ACT 2007

#### Section 109

I, PROFESSOR DEBORA PICONE, A.M., Director-General of the NSW Department of Health, pursuant to section 109 of the Mental Health Act 2007 and section 43 of the Interpretation Act 1987, DO HEREBY

- REVOKE the order published in the *NSW Government Gazette* No. 5 of 15 January 1993, declaring the Missenden Unit of Royal Prince Alfred Hospital to be a hospital for the purposes of the Mental Health Act 1990, (which was taken to be a declared mental health facility in accordance with clause 5 (1) of Schedule 6 of the Mental Health Act 2007);
- DECLARE the following premises to be a declared mental health facility for the purposes of the Mental Health Act 2007:
  - the Missenden Unit of Royal Prince Alfred Hospital, located on level 6 of the Royal Prince Alfred Hospital QEII Building (Building 10), 57-59 Missenden Road, Camperdown NSW 2050

- DECLARE this facility to be designated as a “mental health assessment and inpatient treatment” facility.

Signed, this 10th day of January 2010.

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

### NATIONAL PARKS AND WILDLIFE ACT 1974

#### Mutawintji Lands

#### Draft Plan of Management

A draft plan of management for Mutawintji National Park, Nature Reserve and Historic Site has been prepared and is on public exhibition. Copies of the plan are available from the National Parks office at 183 Argent Street, Broken Hill (phone (08) 8080 3200) and from the White Cliffs Visitor Centre, Keraro Road, White Cliffs (phone (08) 8083 7900). Copies of the plan may be viewed at the Central Darling Shire Council Office, 21 Reid Street, Wilcannia, and at the Menindee Rural Transaction Centre, 52 Yartla Street, Menindee. The plan is also on the website: [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au).

Written submissions on the plan must be received by The Planning Officer, NPWS, PO Box 1020, Dubbo NSW 2830 by 29 April 2011. Submissions may also be made through the website.

All submissions received by NPWS are a matter of public record and are available for public inspection upon request. Your comments may contain information that is defined as “personal information” under the NSW Privacy and Personal Information Protection Act 1998. The submission of personal information with your comments is voluntary.

### NATIONAL PARKS AND WILDLIFE ACT 1974

#### Notice of Reservation of a State Conservation Area

I, Professor Marie Bashir, A.C., C.V.O., Governor of the State of New South Wales, with the advice of the Executive Council, reserve the land described in the Schedule below, as part of a State Conservation Area, under the provisions of Section 30A (1) of the National Parks and Wildlife Act 1974.

Signed and sealed at Sydney this 15th day of December, 2010.

MARIE BASHIR,  
Governor,

By Her Excellency’s Command,

FRANK SARTOR,  
Minister for Climate Change and the Environment

GOD SAVE THE QUEEN

#### SCHEDULE

*Land District – Newcastle; LGA – Lake Macquarie*

Lake Macquarie State Conservation Area

County Northumberland, Parish Wallarah, about 164 hectares, being that part of Lot 104, DP 1129872 west of the Pacific Highway; exclusive of Crown Public road.



## Munmorah State Conservation Area

County Northumberland, Parish Wallarah, about 105 hectares, being Lots 105 and 107, DP 1129872 and that part of Lot 104, DP 1129872 east of the Pacific Highway; exclusive of Crown Public roads and the areas shown by hatching in the diagrams 'A', 'B' & 'C' following. Papers; FIL08/17215.

Diagram 'A'

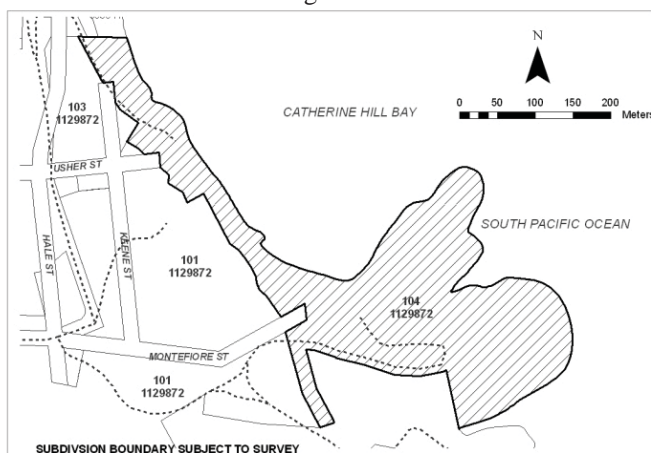


Diagram 'B'

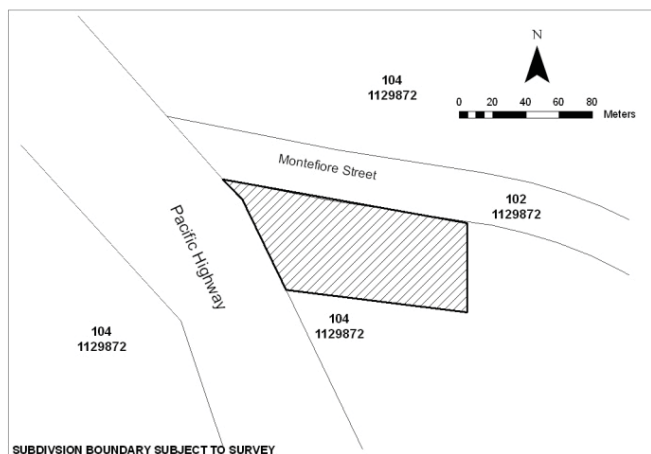
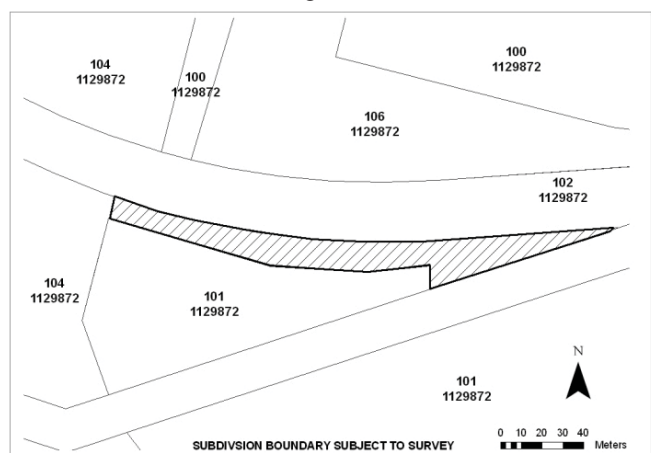


Diagram 'C'



Note: The above reservation is restricted from the surface to a depth of 20 metres unless a lesser depth is indicated on title.

**PESTICIDES ACT 1999**

Notice under Section 48 (4)

NOTICE is hereby given, pursuant to section 48 (4) of the Pesticides Act 1999, that I have granted a Pilot (Pesticide Rating) Licence, particulars of which are stated in the Schedule.

SEAN NUNAN,  
Team Leader, Licensing and Registration  
by delegation

**SCHEDULE**

Pilot (Pesticide Rating) Licence

<i>Name and address of Licensee</i>	<i>Date of Granting of Licence</i>
Nathan GOERTZEN, PO Box 773, Moree NSW 2400	11 January 2011

**PESTICIDES ACT 1999**

Notice under Section 48 (4)

NOTICE is hereby given, pursuant to section 48 (4) of the Pesticides Act 1999, that I have granted a Pilot (Pesticide Rating) Licence, particulars of which are stated in the Schedule.

SEAN NUNAN,  
Team Leader, Licensing and Registration  
by delegation

**SCHEDULE**

Pilot (Pesticide Rating) Licence

<i>Name and address of Licensee</i>	<i>Date of Granting of Licence</i>
Kevin LABRECQUE, Aircair Aviation Hangar 5, Moree Airport, Moree NSW 2400	11 January 2011

**RURAL FIRES ACT 1997**

Local Bush Fire Danger Period Variation

PURSUANT to section 82 of the Rural Fires Act 1997, as amended, the Commissioner of the NSW Rural Fire Service, following consultation with the local stakeholders, declares the following Local Bush Fire Danger Period Variation:

Area of Variation:

Clarence Valley FCC incorporating:  
Clarence Valley Council.

The Local Bush Fire Danger period has been revoked for the period 6 January until 31 January 2011.

During this period permits pursuant to section 87 of the Rural Fires Act 1997, as amended, will not be required for the lighting of fire for the purposes of land clearance or firebreaks.

ROB ROGERS, A.F.S.M.,  
Assistant Commissioner,  
Director, Operational Services  
Delegate

**SPORTING INJURIES INSURANCE ACT 1978**

Order of Declaration under Section 5

IN pursuance of section 5 of the Sporting Injuries Insurance Act 1978, I declare by this order the

Cobar Athletic & Triathlon Squad Inc.

to be a sporting organisation, for the purposes of the provisions of the Act in respect of the activity of Triathlon

Date: 14 December, 2010.

MARY HAWKINS,  
Acting Chairperson,  
Sporting Injuries Committee

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**SPORTING INJURIES INSURANCE ACT 1978**

Order of Declaration under Section 5

IN pursuance of section 5 of the Sporting Injuries Insurance Act 1978, I declare by this order the

The Hills Swimming & Life Saving Club Inc

to be a sporting organisation, for the purposes of the provisions of the Act in respect of the activities of Life Saving

Date: 20 December, 2010.

MARY HAWKINS,  
Acting Chairperson,  
Sporting Injuries Committee

**PUBLIC LOTTERIES ACT 1996**

## Lotto – Approval of Rules

I, The Honourable KEVIN GREENE, M.P., Minister for Gaming and Racing, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”) pursuant to section 23 (1) of the Act DO HEREBY APPROVE the Rules annexed to this instrument for the conduct of Games of Lotto and Games of Promotional Lotto by the New South Wales Lotteries Corporation Pty Ltd effective from 23 January 2011.

Dated this 5th day of January 2011.

The Honourable KEVIN GREENE, M.P.,  
Minister for Gaming and Racing, Minister for Major Events,  
and Minister for Sport and Recreation

**PUBLIC LOTTERIES ACT 1996**

## Lotto Rules

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of the Game of Lotto and Promotional Lotto. In accordance with section 23 (3) (b) of the Act these Rules take effect on and from 23 January 2011. These Rules supersede the Rules notified previously in the *NSW Government Gazette*.

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## RULE 1 – Definitions

- (a) In these Rules unless inconsistent with the context:
- (i) “Act” means the Public Lotteries Act 1996 any amendment, modification, variation or abrogation thereof for the time being in force;
  - (ii) “Agency” means a place at which an Agent is permitted to accept completed Entries into Games of Lotto and entries into Games of Promotional Lotto;
  - (iii) “Agent” means a person appointed by the Licensee for purposes associated with Games of Lotto and Games of Promotional Lotto Conducted by the Licensee and includes a Direct Mail Agent;
  - (iv) “Agreement” means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Games of Lotto;
  - (v) “Ancillary Fee” means a fee which the Chief Executive Officer may from time to time authorise a Direct Mail Agent to charge a Player or Syndicate Player from whom a Direct Mail Agent accepts a Subscription;
  - (vi) “Approved” means approved in writing by the Minister;
  - (vii) “Automatic Entry” means an Entry or Syndicate Entry in respect of a Game of Lotto made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Form) wherein:
    - (1) The selection of Numbers is made by way of a Computer Linked Terminal or the central processing computer equipment of the Licensee; or
    - (2) The Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee;

- (viii) "Bounded Area" means the area indicated as such by the symbols "◇" or "□" on the relevant Entry Form containing Numbers;
- (ix) "Chief Executive Officer" means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3 (f);
- (x) "Commission" means an amount:
- (1) paid to, deducted by or retained by an Agent in connection with a Subscription (whether or not in the person's capacity as an Agent); and
  - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
- (xi) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Lotto or Games of Promotional Lotto;
- (xii) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player or Syndicate Player and in respect of details of:
- (1) a Player's Entry in a Game of Lotto;
  - (2) a Syndicate Entry in a Game of Lotto;
  - (3) a Syndicate Player's Syndicate Entry Share in a Game of Lotto; and
  - (4) where appropriate a Player's entry in a Game of Promotional Lotto and which is retained or recorded on magnetic tape or otherwise stored;
- (xiii) "Conduct" in relation to a Game of Lotto and a Game of Promotional Lotto has the same meaning as assigned to it by section 4 (1) of the Act;
- (xiv) "Direct Mail Agent" means an Agent, Approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Lotto and instructions with respect to a Game of Promotional Lotto from a Player. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem (internet) and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xv) "Director" means a Director of the Board of Directors of the Licensee;
- (xvi) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for the Monday, Wednesday and Saturday Competitions that may be determined by the Licensee from time to time;
- (xvii) "Drawing" means:
- (1) in relation to a Game of Lotto (but not including a Second Drawing) the selection of the Winning Numbers and the two Supplementary Numbers by lot using a Drawing Device;
  - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device;
- (xviii) "Drawing Date" in relation to a Game of Lotto means the date on which the Winning Numbers and the two Supplementary Numbers are selected in respect of that Game of Lotto and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Lotto;
- (xix) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xx) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xxi) "Entry" means the Numbers in a Game of Lotto which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry, which (subject to Rule 6 (f)) have been Imprinted on the same numbered line on a Ticket and in respect of which the correct Subscription or correct Syndicate Share Fee, as the case may be, has been paid;
- (xxii) "Entry Form" means the Approved form to be completed by a Player wishing to use this form of entry to enter a Game of Lotto and/or a Game of Promotional Lotto;
- (xxiii) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
  - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multi-Draw Ticket;
  - (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and
  - (4) where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawing/s.
- (xxiv) "Fee" means the sum of the Commission and Subscription;
- (xxv) "Game of Lotto" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Lotto;

- (xxvi) "Game of Promotional Lotto" means a public lottery Conducted for the purpose of promoting a Game of Lotto, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of Lotto; and
  - (2) no further Subscription, Commission or Syndicate Share Fee is charged;
- (xxvii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxviii) "Jackpot Drawing" means the next Drawing of a Game of Lotto (other than a Second Drawing), as approved by the Licensee, following the Drawing of a Game of Lotto (other than a Second Drawing), where there is no winner in accordance with Rule 12 (h) Division 1 (i) or Rule 12 (i) Division 1 (i);
- (xxix) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxx) "Malfunction" means a failure of any of the following:
- (1) the Drawing Device;
  - (2) the Computer Linked Terminal;
  - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate;
- (xxxi) "Mark" means the drawing of a vertical line "I" within a Bounded Area " " or a cross "X" within a Bounded Area " " in blue or black ink on an Entry Form. "Marked" or "Marking" shall have corresponding meanings;
- (xxxii) "Minister" means the Minister for the time being administering the Act;
- (xxxiii) "Monday Competition" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Monday of each week;
- (xxxiv) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxv) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxvi) "Multi-Week Entry" means the Entry referred to in Rule 10;
- (xxxvii) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxviii) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxix) "Overseas Authority" means a person who is authorised to Conduct Games of Lotto and Games of Promotional Lotto in Participating Areas overseas;
- (xl) "Panel" means a separate matrix in relation to an Entry containing the Numbers from 1 to 45 in arithmetical sequence in the Monday Competition, Wednesday Competition and Saturday Competition;
- (xli) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Lotto under a corresponding law;
- (xlii) "Player" means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and
  - (2) holds, bears and submits a valid Ticket to the Licensee or an Agent for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee or an Agent for the purposes of receiving a Prize;
- (xliii) "Prize" means any Prize determined in accordance with Rule 12;
- (xliv) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Lotto as specified in Rule 12 (a);
- (xlv) "Prize Fund" means an account established under Section 27 of the Act and known as the Lotto Prize Fund Account;
- (xlvi) "Prize Pool" has the meaning in Rule 12 (b);
- (xlvii) "Prize Reserve Fund" means the fund located in the Prize Fund under section 27 of the Act containing:
- (1) the amounts specified in Rule 12 (c); and
  - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xlviii) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Lotto and Games of Promotional Lotto pursuant to Section 12 of the Act;
- (xlix) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Licensee which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
- (l) "Provisional Prize" is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
  - (li) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
  - (lii) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;



- (liii) "Registered Syndicate Player" means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;
  - (liv) "Regulation" means a regulation made under the Act;
  - (lv) "Rules" means these Rules made under the Act, any amendment, modification, variation or abrogation thereof for the time being in force;
  - (lvi) "Saturday Competition" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Saturday of each week;
  - (lvii) "Second Drawing" means an additional Drawing conducted as part of a Game of Lotto in accordance with the Rules;
  - (lviii) "Standard Entry" means the Entry referred to in Rule 8;
  - (lix) "Subscription" means the amounts paid for Entries but does not include the following:
    - (1) Ancillary Fees; or
    - (2) Commission, unless the Act expressly provides otherwise;
  - (lx) "Supplementary Numbers" in relation to a Game of Lotto means the seventh and eighth Numbers drawn for each Game of Lotto;
  - (lxi) "Syndicate Entry" has the meaning in Rule 19 (a);
  - (lxii) "Syndicate Entry Share" means a share of a Syndicate Entry which is prescribed in:
    - (1) column 4 of Schedule 3; or
    - (2) column 4 of Schedule 4;
  - (lxiii) "Syndicate Player" means a person who:
    - (1) has paid the correct Syndicate Share Fee for a valid Syndicate Entry Share; and
    - (2) holds, bears and submits a valid Ticket to the Licensee or an Agent for the purposes of receiving a Prize; and
 includes a person who has validly entered a Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee or an Agent for the purposes of receiving a Prize;
  - (lxiv) "Syndicate Share Fee" means the amount specified in:
    - (1) column 5 of Schedule 3; or
    - (2) column 5 of Schedule 4;
  - (lxv) "Systems Entry" means the Entry referred to in Rule 9;
  - (lxvi) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Subscription for a valid Entry in a Game of Lotto or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Entry Share in a Game of Lotto, and which:
    - (1) contains Entry or Syndicate Entry Share details; and
    - (2) may include a Ticket Serial Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
    - (3) may include other particulars as determined by the Licensee;
  - (lxvii) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket;
  - (lxviii) "Wednesday Competition" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Wednesday of each week;
  - (lxix) "Winning Numbers" in relation to a Game of Lotto (including a Second Drawing) means the first six numbers drawn for each Drawing of a Game of Lotto.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

#### RULE 2 – Conduct and Drawing of Games of Lotto and Games of Promotional Lotto

- (a) These Rules are to be read subject to the Act, its Regulations, the Operator Licence and the Product Licence, and shall apply to every Game of Lotto and Game of Promotional Lotto.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) A Drawing in relation to a Game of Lotto shall take place after the acceptance of Entries and Syndicate Entry Shares has closed for that Game of Lotto.
- (d) Games of Lotto will be drawn on Monday, Wednesday and Saturday of each week unless the Chief Executive Officer determines otherwise.

- (e) Drawings undertaken in the State of New South Wales shall be conducted by the Licensee and supervised by a person or persons nominated by the Minister in accordance with Drawing procedures agreed between the Licensee and the Minister's nominee(s).  
Certification of the validity of a Drawing by the Minister's nominee(s) shall be final and binding on all Players and Syndicate Players.
- (f) Where a Malfunction in a Drawing Device occurs:
- (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Numbers and/or Supplementary Number/s;
  - (ii) in the event that any Winning Number/s and/or Supplementary Number/s are still to be selected after the Malfunction:
    - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
    - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence as the case may be, using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and Supplementary Numbers are drawn.
- (g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (h) The Licensee may Conduct a Game of Promotional Lotto in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Lotto in conjunction with another Game of Lotto or separately from a Game of Lotto or otherwise in conjunction with another lottery Conducted by the Licensee.
- (i) A Game of Promotional Lotto shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (j) The Prize structure for a Game of Promotional Lotto shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players and Syndicate Players during the period of each Game of Promotional Lotto.
- (k) During the period in which the Licensee accepts entries in a Game of Promotional Lotto some of the Prizes in the approved Prize structure may already have been won when a Player or Syndicate Player enters the Game of Promotional Lotto leaving the balance of Prizes still available to be won by Players and Syndicate Players at the time of their respective entries.
- (l) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players and Syndicate Players in a Game of Promotional Lotto of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional Lotto.
- (m) A ticket in a Game of Promotional Lotto may include one or more Prizes to be won on the same ticket.
- (n) A Game of Promotional Lotto may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

#### RULE 3 – Application of Rules

- (a) All instructions and conditions printed on the Entry Form and Ticket and these Rules shall apply to each Game of Lotto and shall be binding on all Players and Syndicate Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on the Entry Form and Ticket these Rules shall prevail.
- (c) These Rules shall apply to each Game of Promotional Lotto and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of Lotto or a Game of Promotional Lotto, Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) An Agent has no authority to bind the Licensee in contract or otherwise.
- (f) The Chief Executive Officer may appoint a delegate to perform a function under these Rules which function would otherwise be required to be performed by the Chief Executive Officer. Such appointment shall be on such terms and conditions as the Chief Executive Officer may determine.
- (g) Any reference to the Chief Executive Officer in these Rules shall include a reference to a duly authorised delegate of the Chief Executive Officer under Rule 3 (f).
- (h) These Rules will be displayed and made available for inspection at each Agency.

#### RULE 4 – Object

The Object of the Game of Lotto is to select six (6) Numbers in a Panel, which Numbers are the same as the Winning Numbers.

#### RULE 5 – Eligibility for Inclusion in a Game of Lotto

- (a) In order for an Entry or Syndicate Entry Share to be eligible for inclusion in a Game of Lotto, before the close of acceptance of Entries into that Game of Lotto;
  - (i) the Entry or Syndicate Entry Share must have been recorded by the central processing computer equipment of the Licensee;
  - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;

- (iii) the Entry or Syndicate Entry Share details recorded on such Ticket issued under Rule 5 (a)(ii) must match the details held by the Licensee by way of Computer Records; and
  - (iv) the Player or Syndicate Player must have paid the correct Subscription or Syndicate Share Fee as the case may be in relation to such Entry or Syndicate Entry Share.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.

RULE 6 – Rules Applying to Entries and Tickets

- (a) An Entry Form shall consist of Panels that must be completed by the Player in the numerical order shown on the said form commencing with the top left hand Panel. A Player shall not Mark an Entry Form other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Form will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) Where an Entry Form is used to effect an Entry, each Number selected must be Marked.
- (c) Each Entry Form for the Monday Competition, Wednesday Competition and Saturday Competition will contain Bounded Areas “Mon”, “Wed” and “Sat”. An Entry in the Monday Competition and/or Wednesday Competition and/or Saturday Competition must be effected by Marking “Mon” and/or “Wed” and/or “Sat” on the Entry Form. An Entry in the Monday Competition only must be effected by Marking “Mon” on the Entry Form. An Entry in the Wednesday Competition only must be effected by Marking “Wed” on the Entry Form. An Entry in the Saturday Competition only must be effected by Marking “Sat” on the Entry Form. In the case of an Entry submitted by post, if none of “Mon”, “Wed” or “Sat” is Marked on the Entry Form the Chief Executive Officer shall determine the Competition(s) in which entry shall be effected.
- (d) A completed Entry Form or any other Approved Entry or Syndicate Entry Share completed or made in accordance with these Rules shall be accepted by an Agent and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player on the payment of the Subscription or Syndicate Share Fee.
- (e) Subject to Rule 6 (g) below acceptance of a Ticket by a Player or a Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Entry Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Agent to the Player or Syndicate Player evidencing the Player's Entry or Syndicate Player's Syndicate Entry Share, as the case may be. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Ticket at the time it is received by a Player or Syndicate Player from the Agent. No Entry Form shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player or Syndicate Player.
- (f) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.
- (g) Where Rule 19 (m) applies, a Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Entry Share to which it relates be cancelled by an Agent. The Agent shall cancel the Ticket and the Entry or Syndicate Entry Share to which it relates on that day provided it is returned on the day of purchase to the place of purchase and prior to the close of acceptance of Entries into a Game of Lotto as determined by the Licensee.
- (h) Where Rule 19 (m) applies, an Agent who has sold an Entry or a Syndicate Entry Share may cancel the Entry or the Syndicate Entry Share or the Ticket to which it relates, with the approval of the Licensee on the day of purchase of the Entry or Syndicate Entry Share prior to the close of acceptance of Entries into a Game of Lotto. As determined by the Licensee when an Entry or a Syndicate Entry Share and the Ticket to which it relates have been cancelled by an Agent, the Player or Syndicate Player shall be refunded the Subscription and any Commission paid in respect of such Entry or in the case of a Syndicate Entry Share shall be refunded the Syndicate Share Fee. A cancelled Entry or a Syndicate Entry Share and a cancelled Ticket relating to the cancelled Entry or Syndicate Entry Share shall be void and no Prize shall be payable by the Licensee in respect of the cancelled Entry or Syndicate Entry Share or Ticket.
- (i) Without limiting the provisions of Rule 15, the Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the close of acceptance of Entries into a Game of Lotto effect a cancellation of an Entry or a Syndicate Entry Share or the Ticket issued in respect of such Entry or Syndicate Entry Share. When an Entry or Syndicate Entry Share or the Ticket issued in respect of such Entry or Syndicate Entry Share have been cancelled the Player or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may be, in respect of such Entry or Syndicate Entry Share. A cancelled Entry or Syndicate Entry Share or cancelled Ticket relating to the cancelled Entry or Syndicate Entry Share shall be void and no Prize shall be payable by the Licensee in respect of such cancelled Entry or Syndicate Entry Share or Ticket.
- (j) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by an Agent or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to check the cancellation receipt provided by the Agent or the Licensee to the Player to ensure that the correct Ticket has been cancelled. It is the responsibility of the Player to inform the Agent or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Agent nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Agent or the Licensee, at the time of receiving the cancellation receipt, of the error in the cancellation of a Ticket.



- (k) Where an Entry or Syndicate Entry Share in a Game of Lotto has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
- (i) no Subscription or Syndicate Share Fee has been paid to the Agent in whose place of business the Computer Linked Terminal is located prior to the close of acceptance of Entries in respect of that Game of Lotto; and
  - (ii) the Agent has failed to cancel the Entry or Syndicate Entry Share before the close of acceptance of Entries in respect of that Game of Lotto; then
- the Agent shall be liable for and shall meet the cost of the Subscription or Syndicate Share Fee, as the case may be, in respect of the Entry or Syndicate Entry Share and in such case, for the purposes of these Rules, such Agent shall:
- (iii) be considered a Player or Syndicate Player as the case may be; and
  - (iv) be the holder of the Entry or Syndicate Entry Share, as the case may be; and
  - (v) owe the Licensee the amount of the unpaid Subscription or Syndicate Share Fee as a debt due and owing to the Licensee.
- (l) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (m) A Direct Mail Agent has no authority to verify the accuracy or completion by a Player or a Syndicate Player of any part of an Entry Form or any other approved Entry or Syndicate Entry Share whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of Lotto by a Player or Syndicate Player with a Direct Mail Agent does not exempt the Player or Syndicate Player from being bound by these Rules and a Player or Syndicate Player utilising a Direct Mail Agent to submit an Entry Form or any other approved Entry or Syndicate Entry Share shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Form or any other approved Entry or Syndicate Entry Share, the issue of any Ticket and the payment of any Prize.
- (n) Neither the Licensee nor an Agent shall be liable to a Player or Syndicate Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player or Syndicate Player. It shall be the sole responsibility of the Player or Syndicate Player to ensure the safe custody of a Ticket issued to the Player or Syndicate Player.
- (o) A Ticket shall at all times remain the property of the Licensee and a Player or Syndicate Player shall deliver up any Ticket to the Licensee upon demand.

#### RULE 7 – Commission and Ancillary Fee

- (a) The Licensee is Approved to charge a Player Commission in the amounts specified in these Rules in Schedule 1 in respect of the Monday Competition and Wednesday Competition and in Schedule 2 in respect of the Saturday Competition. By entering a Game of Lotto the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Lotto a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Entry Share. The Subscriptions quoted in Rules 8, 9 and 10 exclude Commission.
- (b) A Direct Mail Agent may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

#### RULE 8 – Standard Entry

- (a) A Standard Entry is the selection of six (6) Numbers which may be made by way of an Entry Form or via Automatic Entry.
- (b) Where an Entry Form is used in respect of a Standard Entry, six (6) Numbers shall have been Marked in each Panel completed on that form.
- (c) no fewer than four (4) Panels must be completed on an Entry Form in respect of each Standard Entry. Additional Panels may be completed up to the total number of Panels shown on the Entry Form. Any additional Panels Marked on an Entry Form must be completed in multiples of two (2) in numerical order.
- (d) The Subscription for each Standard Entry shall be:
- (i) In respect of both the Monday Competition and Wednesday Competition, \$3.20 where four (4) Panels have been Marked on an Entry Form and \$1.60 for each set of two (2) additional Panels selected on that form;
  - (ii) In respect of both the Monday Competition and Saturday Competition, \$4.00 where four (4) Panels have been Marked on an Entry Form and \$2.00 for each set of two (2) additional Panels selected on that form;
  - (iii) In respect of both the Wednesday Competition and Saturday Competition, \$4.00 where four (4) Panels have been Marked on an Entry Form and \$2.00 for each set of two (2) additional Panels selected on that form;
  - (iv) In respect of the Monday Competition, Wednesday Competition and Saturday Competition, \$5.60 where four (4) Panels have been Marked on an Entry Form and \$2.80 for each set of two (2) additional Panels selected on that form;
  - (v) In respect of either the Monday Competition or Wednesday Competition, \$1.60 where four (4) Panels have been Marked on an Entry Form and \$0.80c for each set of two (2) additional Panels selected on that form;
  - (vi) In respect of the Saturday Competition, \$2.40 where four (4) Panels have been Marked on an Entry Form and \$1.20 for each set of two (2) additional Panels selected on that form.
- (e) If more than six (6) Numbers in a Panel are Marked on an Entry Form in respect of a Standard Entry which has been forwarded to the Licensee by post, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until six (6) Marked Numbers remain.

- (f) If less than six (6) Numbers in a Panel are Marked on an Entry Form in respect of a Standard Entry which has been forwarded to the Licensee by post, entry into a Game of Lotto shall not take effect and the Licensee shall return the Entry Form together with any Fees therewith to the Player.

RULE 9 – Systems Entry

- (a) A Systems Entry may be made by way of an Entry Form or via Automatic Entry.
- (b) Where an Entry Form is used in respect of a Systems Entry, more than six (6) Numbers shall be Marked in a Panel; so that seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers may be Marked in a Panel on that form.
- (c) Only one (1) system may be selected in respect of a Systems Entry, and where effected on an Entry Form shall be made by Marking the appropriate Bounded Area on the Entry Form. That system shall apply to all Panels completed on that Entry Form.
- (d) Where a Systems Entry is effected by an Entry Form, the Numbers shall be Marked on that Entry Form in accordance with the system selected. In each Panel completed the following shall be Marked:

System 7	–	seven (7) Numbers
System 8	–	eight (8) Numbers
System 9	–	nine (9) Numbers
System 10	–	ten (10) Numbers
System 11	–	eleven (11) Numbers
System 12	–	twelve (12) Numbers
System 13	–	thirteen (13) Numbers
System 14	–	fourteen (14) Numbers
System 15	–	fifteen (15) Numbers
System 16	–	sixteen (16) Numbers
System 17	–	seventeen (17) Numbers
System 18	–	eighteen (18) Numbers

- (e) In respect of a Syndicate Entry where an Entry Form is used:
- (i) For the Monday Competition or the Wednesday Competition Numbers shall be Marked in a Panel in respect of a Systems Entry; so that eight (8), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers shall be Marked in a Panel on an Entry Form; and
- (ii) For the Saturday Competition Numbers shall be Marked in a Panel in respect of a Systems Entry; so that nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers shall be Marked in a Panel on an Entry Form; and
- (iii) the appropriate Bounded Area shall be Marked on the Entry Form to select the particular system; and
- (iv) only one (1) system may be selected on an Entry Form in respect of a Systems Entry. That system shall apply to all Panels completed on that Entry Form; and
- (v) the Numbers on an Entry Form in respect of a Systems Entry shall be Marked in accordance with the system selected. In each Panel completed, the following shall be Marked:

In respect of the Monday competition or the Wednesday competition:

System 8	–	eight (8) Numbers
System 9	–	nine (9) Numbers
System 10	–	ten (10) Numbers
System 11	–	eleven (11) Numbers
System 12	–	twelve (12) Numbers
System 13	–	thirteen (13) Numbers
System 14	–	fourteen (14) Numbers
System 15	–	fifteen (15) Numbers
System 16	–	sixteen (16) Numbers
System 17	–	seventeen (17) Numbers
System 18	–	eighteen (18) Numbers

In respect of the Saturday competition:

System 9	–	nine (9) Numbers
System 10	–	ten (10) Numbers
System 11	–	eleven (11) Numbers
System 12	–	twelve (12) Numbers
System 13	–	thirteen (13) Numbers
System 14	–	fourteen (14) Numbers
System 15	–	fifteen (15) Numbers
System 16	–	sixteen (16) Numbers
System 17	–	seventeen (17) Numbers
System 18	–	eighteen (18) Numbers

- (f) notwithstanding any other provision in these Rules, where a Mark on an Entry Form in respect of a Systems Entry which has been forwarded to the Licensee by post has not been made in accordance with Rule 9 (b) or where the Numbers Marked in any Panel are inconsistent with the system selected under Rules 9 (c) and 9 (d), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Systems Entry and interpret any selections on the Entry Form in such manner and having regard to such factors as the Chief Executive Officer determines. Thereafter such Systems Entry shall be included in that Game of Lotto and any subsequent evaluation thereof for the purpose of determining the Player's entitlement to a Prize shall be made in accordance with the Chief Executive Officer's interpretation.
- (g) Any number of Panels up to the total number of Panels on the Entry Form may be completed on that Entry Form in respect of a Systems Entry in numerical order.
- (h) The Subscriptions for a Systems Entry are:
- (i) in respect of an Entry into both the Monday Competition and Wednesday Competition:

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered in both the Monday AND Wednesday Competitions</i>	<i>Subscription Per Panel \$</i>	<i>Number of Bounded Areas to be marked in each upper Panel</i>
7	7	5.60	7
8	28	22.40	8
9	84	67.20	9
10	210	168.00	10
11	462	369.60	11
12	924	739.20	12
13	1,716	1,372.80	13
14	3,003	2,402.40	14
15	5,005	4,004.00	15
16	8,008	6,406.40	16
17	12,376	9,900.80	17
18	18,564	14,851.20	18

- (ii) in respect of an Entry into either the Monday Competition or Wednesday Competition:

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered in both the Monday OR Wednesday Competitions</i>	<i>Subscription Per Panel \$</i>	<i>Number of Bounded Areas to be marked in each upper Panel</i>
7	7	2.80	7
8	28	11.20	8
9	84	33.60	9

10	210	84.00	10
11	462	184.80	11
12	924	369.60	12
13	1,716	686.40	13
14	3,003	1,201.20	14
15	5,005	2,002.00	15
16	8,008	3,203.20	16
17	12,376	4,950.40	17
18	18,564	7,425.60	18

(iii) in respect of an Entry into the Monday Competition and Wednesday Competition and Saturday Competition:

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered in the Monday, Wednesday and Saturday Competitions</i>	<i>Subscription Per Panel \$</i>	<i>Number of Bounded Areas to be marked in each upper Panel</i>
7	7	9.80	7
8	28	39.20	8
9	84	117.60	9
10	210	294.00	10
11	462	646.80	11
12	924	1,293.60	12
13	1,716	2,402.40	13
14	3,003	4,204.20	14
15	5,005	7,007.00	15
16	8,008	11,211.20	16
17	12,376	17,326.40	17
18	18,564	25,989.60	18

(iv) in respect of an Entry into the Monday Competition and Saturday Competition:

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered in both the Monday AND Saturday Competitions</i>	<i>Subscription Per Panel \$</i>	<i>Number of Bounded Areas to be marked in each upper Panel</i>
7	7	7.00	7
8	28	28.00	8
9	84	84.00	9
10	210	210.00	10
11	462	462.00	11
12	924	924.00	12
13	1,716	1,716.00	13
14	3,003	3,003.00	14
15	5,005	5,005.00	15
16	8,008	8,008.00	16
17	12,376	12,376.00	17
18	18,564	18,564.00	18

(v) in respect of an Entry into the Wednesday Competition and Saturday Competition:

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered in both the Wednesday AND Saturday Competitions</i>	<i>Subscription Per Panel \$</i>	<i>Number of Bounded Areas to be marked in each upper Panel</i>
7	7	7.00	7
8	28	28.00	8
9	84	84.00	9
10	210	210.00	10
11	462	462.00	11
12	924	924.00	12
13	1,716	1,716.00	13
14	3,003	3,003.00	14
15	5,005	5,005.00	15
16	8,008	8,008.00	16
17	12,376	12,376.00	17
18	18,564	18,564.00	18

(vi) in respect of an Entry into the Saturday Competition:

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered in the Saturday Competition</i>	<i>Subscription Per Panel \$</i>	<i>Number of Bounded Areas to be marked in each upper Panel</i>
7	7	4.20	7
8	28	16.80	8
9	84	50.40	9
10	210	126.00	10
11	462	277.20	11
12	924	554.40	12
13	1,716	1,029.60	13
14	3,003	1,801.80	14
15	5,005	3,003.00	15
16	8,008	4,804.80	16
17	12,376	7,425.60	17
18	18,564	11,138.40	18

#### RULE 10 – Multi-Week Entry

- (a) A Multi-Week Entry may be made by way of an Entry Form or via Automatic Entry.
- (b) A Multi-Week Entry may be made in respect of any of the consecutive Games of Lotto prescribed in Rule 10(d).
- (c) Either a Standard Entry or System Entry shall be selected by Marking the appropriate Bounded Area on the Entry Form.
- (d) A Multi-Week Entry may be made in:
  - (i) Two (2), five (5), ten (10) or twenty five (25) consecutive Monday Competitions;
  - (ii) Two (2), five (5), ten (10) or twenty five (25) consecutive Wednesday Competitions;
  - (iii) Two (2), five (5), ten (10) or twenty five (25) consecutive Saturday Competitions;

- (iv) Two (2), five (5), ten (10) or twenty five (25) consecutive Monday Competitions and Wednesday Competitions or Wednesday Competitions and Monday Competitions;
  - (v) Two (2), five (5), ten (10) or twenty five (25) consecutive Monday Competitions, Wednesday Competitions and Saturday Competitions or Wednesday Competitions, Saturday Competitions and Monday Competitions or Saturday Competitions, Monday Competitions and Wednesday Competitions; and
  - (vi) Two (2), five (5), ten (10) or twenty five (25) consecutive Monday Competitions and Saturday Competitions or Saturday Competitions and Monday Competitions or Saturday Competitions and Wednesday Competitions or Wednesday Competitions and Saturday Competitions.
- (e) Where an Entry Form is used in respect of a Multi-Week Entry, the number of consecutive Games of Lotto to be entered shall be selected by Marking the appropriate Bounded Area on that Entry Form.
  - (f) If a Multi-Week Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10 (e), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selection thereon in such manner having regard to such factors as the Chief Executive Officer may determine.
  - (g) Subscriptions for a Multi-Week Entry are the total of Subscriptions that would have been payable for an Entry in the Monday Competitions, Wednesday Competitions and Saturday Competitions or the Monday Competitions and/or Wednesday Competitions and/or Saturday Competitions multiplied by the number of consecutive Games of Lotto in which the Entry is made under this Rule 10 (d) or 10 (f).

#### RULE 11 – Submission of an Entry

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Lotto or a Game of Promotional Lotto.
- (c) An Entry or Automatic Entry may only be made through:
  - (i) an Agent; or
  - (ii) except as provided in Rule 19 (n), by post in accordance with paragraphs (i), (l) and (m) of this Rule 11 provided that the Player is a Registered Player or becomes a Registered Player as a result of that Entry.
- (d) The correct Subscription or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to an Agent or to the Licensee in respect of an Entry or Syndicate Entry Share;
- (e) The form of payment of the Subscription or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
  - (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13 (b) (i) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
  - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11 (f) (i) should be addressed:
 

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
SYDNEY OLYMPIC PARK NSW 2127

 or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Form or other form of Entry or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Entry Share, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.
- (i) An Entry Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the close of acceptance of Entries into the first Monday Competition or Wednesday Competition or Saturday Competition relating to that Entry or Syndicate Entry Share. For the purposes of this paragraph an Entry or Syndicate Entry Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rules 6(g) and 19(m) no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.
- (k) A Player may post an Entry Form to the Licensee at the following address:
 

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
SYDNEY OLYMPIC PARK NSW 2127

 or such other address as may be publicly notified from time to time by the Chief Executive Officer.



- (l) An Entry Form sent by post must be accompanied by the correct Fee and player registration fee (if applicable) and a stamped self-addressed envelope. The Entry will be entered into the Game of Lotto by the Licensee before the close of acceptance of Entries into the first Monday Competition and/or Wednesday Competition and/or Saturday Competition for which it has been received. The Licensee will post the Entry Form and Ticket(s) to the address shown on the stamped self-addressed envelope.
- Neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted. The Chief Executive Officer may sign a certificate determining the date of posting and such certificate shall be conclusive evidence of that matter.
- (m) Fees and player registration fees payable in respect of Entry Forms sent by post to the Licensee may be paid by postal note or bank, building society or personal cheque. Payment by cheque is taken to be effected when payment of the amount of the cheque has been made to the Licensee by the bank, building society or credit union on which the cheque is drawn.
- (n) Form of entry in a Game of Promotional Lotto:
- (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Lotto;
  - (ii) Without limiting Rule 11(n)(i), the form of entry in a Game of Promotional Lotto may be any of the following (or combination of the following):
    - (1) part of a Ticket;
    - (2) any other ticket or document;
    - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
  - (iii) If any entry in a Game of Promotional Lotto is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Lotto:
    - (1) constitutes the Player's or Syndicate Player's official receipt;
    - (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
    - (3) is to be the only document issued by the Licensee or its Agents to the entrant evidencing the processing of an entry in the Game of Promotional Lotto.

#### RULE 12 – Prizes

- (a) The Prize Allocation in a Game of Lotto shall be not less than sixty percent (60%) of Subscriptions.
- (b) The Prize Pool in a Game of Lotto shall be funded from the Prize Allocation and shall be not less than fifty five percent (55%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of Lotto shall be funded from the Prize Allocation and shall retain not more than five percent (5%) of Subscriptions and shall be used to:
  - (i) fund the rounding up required pursuant to Rule 12 (g);
  - (ii) fund any difference between a Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 12 (h) Division 1 and Rule 12 (i) Division 1;
  - (iii) fund any prize payable pursuant to Rule 12 (j), Rule 12 (k) and Rule 12 (l).
- (d) Prizes for each Game of Lotto shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund in accordance with the provisions and classifications of Rule 12(h), Division 1, Division 2, Division 3, Division 4 and Division 5, and Rule 12(i), Division 1, Division 2, Division 3, Division 4, Division 5 and Division 6.
- (e) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (f) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Entry Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Entry Share.
- (g) Subject to Rule 12(f), the amount payable in respect of a Syndicate Entry Share shall be rounded up to the nearest five (5) cents. Monies required for rounding up shall be drawn from the Prize Reserve Fund.
- (h) Monday and Wednesday Competitions
 

In respect of the Monday Competition and Wednesday Competition, unless otherwise Approved, the Prize Pool will be distributed in the following indicative percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than Division 1 shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Division 1 Prize Pool. Where a rounding down process has occurred, the excess monies shall be paid into the Division 1 Prize Pool. Where there is no winner in any one division, subject to the provisions of Rule 12 (h) Division 1 (ii) the percentage of the Prize Pool specified in that division shall be added to the percentage of the Prize Pool specified in the next lower division that contains a winning Entry or Entries or Syndicate Entry or Syndicate Entries in the order as shown below.

Division 1 –

  - (i) A Prize of an amount equal to 54.4% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all six (6) Winning Numbers. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee.

- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 54.4% of the Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all six (6) Winning Numbers in the Jackpot Drawing.

Division 2 –

A Prize of an amount equal to 3.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but not more than five (5) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 3 –

A Prize of an amount equal to 5.5% of the Prize Pool or where there is no Prize winner in Division 2, 8.5% of the Prize Pool, shall be payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but no more than five (5) of the six (6) Winning Numbers.

Division 4 –

A Prize of an amount equal to 15.6% of the Prize Pool, or

- (1) where there is no Prize winner in Division 3, 21.1% of the Prize Pool; or
- (2) where there are no Prize winners in Divisions 2 and 3, 24.1% of the Prize Pool

shall be payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but not more than four (4) of the six (6) Winning Numbers;

Division 5 –

A Prize of an amount equal to 21.5% of the Prize Pool, or

- (1) where there is no Prize winner in Division 4, 37.1% of the Prize Pool; or
- (2) where there are no Prize winners in Divisions 3 and 4, 42.6% of the Prize Pool; or
- (3) where there are no Prize winners in Divisions 2, 3 and 4, 45.6% of the Prize Pool

shall be payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but not more than three (3) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

(i) Saturday Competition

In respect of the Saturday Competition, unless otherwise Approved, the Prize Pool will be distributed in the following indicative percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than the Division 1 Prize Pool shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Division 1 Prize Pool. Where a rounding down process has occurred, the excess monies shall be paid into the Division 1 Prize Pool. Where there is no winner in any one division, subject to the provisions of Rule 12 (i) Division 1 (ii) the percentage of the Prize Pool specified in that division shall be added to the percentage of the Prize Pool specified in the next lower division that contains a winning Entry or Entries or Syndicate Entry or Syndicate Entries in the order as shown below:

Division 1 –

- (i) A Prize of an amount equal to 28% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all six (6) of the Winning Numbers. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee.
- (ii)
  - (1) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 28% of the Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers in the Jackpot Drawing;
  - (2) Subject to Rule 12 (i) (ii) (3), in the event that there are no winners of the Jackpot Drawing referred to in Rule 12 (i) (ii) (1), the amount held in the Prize Fund applicable to that Jackpot Drawing shall form part of the Division 1 Prize Pool for the next consecutive Game of Lotto;
  - (3) In the event that there are no winners of the Division 1 Prize in the fourth (4th) consecutive Jackpot Drawing, (being the fifth (5th) consecutive Game of Lotto), then the amount held in the Prize Fund as the total prize money payable in respect of the fourth (4th) Jackpot Drawing shall be added to the prizemoney allocated to the next lower division in which a prize is payable in respect of an Entry or Syndicate Entry or Entries or Syndicate Entries in the fifth (5th) consecutive Game of Lotto.

Division 2 –

- (i) Subject to Rule 12 (i) (ii) (3), a Prize of an amount equal to 3.8% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but not more than five (5) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.



## Division 3 –

- (i) Subject to Rule 12 (i) (ii) (3), a Prize of an amount equal to 8.2% of the Prize Pool or, where there is no Prize winner in Division 2, 12.00% of the Prize Pool, shall be payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but no more than five (5) of the six (6) Winning Numbers.

## Division 4 –

- (i) Subject to Rule 12 (i) (ii) (3), a Prize of an amount equal to 12.4% of the Prize Pool; or
  - (1) where there is no Prize winner in Division 3, 20.6% of the Prize Pool; or
  - (2) where there are no Prize winners in Divisions 2 and 3, 24.4% of the Prize Pool
 shall be payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but not more than four (4) of the six (6) Winning Numbers.

## Division 5 –

- (i) Subject to Rule 12 (i) (ii) (3), a Prize of an amount equal to 20.8% of the Prize Pool; or
  - (1) where there is no Prize winner in Division 4, 33.2% of the Prize Pool; or
  - (2) where there are no Prize winners in Divisions 3 and 4, 41.4% of the Prize Pool; or
  - (3) where there are no Prize winners in Divisions 2, 3 and 4, 45.2% of the Prize Pool
 shall be payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but not more than three (3) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

## Division 6 –

- (i) Subject to Rule 12 (i) (ii) (3), a Prize of an amount equal to 26.8% of the Prize Pool; or
  - (1) where there is no Prize winner in Division 5, 47.60% of the Prize Pool; or
  - (2) where there are no Prize winners in Divisions 4 and 5, 60.00% of the Prize Pool; or
  - (3) where there are no Prize winners in Divisions 3, 4 and 5, 68.2% of the Prize Pool
  - (4) where there are no Prize winners in Divisions 2, 3, 4 and 5, 72.00% of the Prize Pool
 shall be payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains one (1) or two (2) but not more than two (2) of the six (6) Winning Numbers together with two (2) Supplementary Numbers.

## (j) Second Drawing

The Licensee may, subject to the Approval of the Minister, and shall where the Minister so directs, provide for the payment of an additional Prize or Prizes, in accordance with the Conditions of the Product Licence, by means of a Second Drawing in any Game of Lotto whether following a Monday Competition, and/or Wednesday Competition and/or Saturday Competition, provided that:

- (i) the Second Drawing shall be conducted following the Drawing of the Monday Competition, and/or Wednesday Competition and/or Saturday Competition or any combination thereof;
- (ii) an Entry or Syndicate Entry made in respect of the Monday Competition or the Wednesday Competition or the Saturday Competition shall be automatically entered into the Second Drawing in respect of that Monday Competition or Wednesday Competition or Saturday Competition and such Entry or Syndicate Entry shall not require the payment of any further Subscription;
- (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry or Syndicate Entry which or shall be payable in equal shares in respect of any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers;
- (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer;
- (v) the Second Drawing shall not involve the Drawing of any Supplementary Numbers; and
- (vi) the Second Drawing shall not constitute a separate Game of Lotto but shall be part of either a Monday Competition and/or Wednesday Competition and/or Saturday Competition.

## (k) A Game of Lotto may include:

- (i) an additional Prize or Prizes; and/or
- (ii) Prizes paid on special occasions; and/or
- (iii) Prizes paid pursuant to Rule 12(j);

Any such Prize or Prizes may be paid in monetary terms or in kind.

## (l) Prizes in a Game of Promotional Lotto

- (i) The Prizes payable in a Game of Promotional Lotto may consist of one or more of the following:
  - (1) money;
  - (2) holidays;
  - (3) travel;
  - (4) accommodation;
  - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;

- (6) Entries in a Game of Lotto or another lottery Conducted by the Licensee; and
- (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
- (ii) A Prize in a Game of Promotional Lotto must not consist of or include tobacco.
- (iii) A Prize in a Game of Promotional Lotto must not consist of or include liquor within the meaning of the Liquor Act 1982.
- (m) Determination of Prizes in a Game of Promotional Lotto
  - (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Lotto.
  - (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Lotto Conducted by it.
  - (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Lotto, including (but not limited to) the following:
    - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
    - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
    - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
    - (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
    - (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent.
  - (iv) The Prizes in a Game of Promotional Lotto are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Lotto.

#### RULE 13 – Announcement Of Prizes

- (a) Following each Drawing of a Game of Lotto the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the Winning Numbers and the Supplementary Numbers;
  - (ii) the amount of the Prize Pool allocated to each Division;
  - (iii) the value of the Provisional Prizes and the number of Provisional Prize Winners; and
  - (iv) In relation to the Monday Competition and the Wednesday Competition the value of Prizes and the number of Prize winners in respect of Division 2, Division 3, Division 4 and Division 5.
  - (v) In relation to the Saturday Competition the value of Prizes and the number of Prize winners in respect of Division 2, Division 3, Division 4, Division 5 and Division 6.
- (b) Following each Drawing of a Game of Lotto the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 11(f)(i) or where Provisional Prize Winners are not Registered Players or Registered Syndicate Players;
  - (ii) information on the manner of payment of Prizes; and
  - (iii) the manner in which claims under Rules 14 (a), 14 (b), 14 (i) and 14 (k) must be made.
- (c) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Lotto as soon as possible after the completion of such Game of Promotional Lotto.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

#### RULE 14 – Procedures for Claiming and Payment of Prizes

- (a) In relation to a Game of Lotto:
  - (i) Other than as provided for Registered Players and Registered Syndicate Players, any Provisional Prize (or in the case of a Syndicate Entry, a share of any Provisional Prize) must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim in accordance with Rule 14 (a) (i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a Provisional Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Provisional Prize) exceeding \$10,000 will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player (or in the case of a Syndicate Entry, any share of a Provisional Prize won by a Registered Syndicate Player) the Chief Executive Officer may require that Registered Player or Registered Syndicate Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l) hereof.
- (c) Where a Registered Player or Registered Syndicate Player has been requested to claim the Provisional Prize in accordance with Rule 14(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14 (d) hereof.

- (d) A Provisional Prize or Share of a Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period or six (6) calendar days after lodgement of a Prize claim form, whichever is the later, and shall be payable by cheque or, if requested by the Prize Winner, by electronic funds transfer.
- (e) For Registered Players, any Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than eight (8) weeks after, the relevant Drawing Date. Prizes not so claimed will be paid by the Licensee by cheque or at the discretion of the Licensee by electronic funds transfer after the expiry of eight (8) weeks after the Drawing Date.
- (f) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Syndicate Entry, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, this being a period of not less than eight (8) weeks following the Drawing Date.
- (g) Subject to Rules 14 (a), 14 (b), 14 (c), 14 (d), 14 (e) and 14 (f) above, a Player being eligible for a Prize on a Multi-Draw Ticket may claim or collect that Prize and be issued with an Exchange Multi-Draw Ticket for any subsequent valid Drawings.
- (h) A Prize or, in the case of a Syndicate Entry, a share of a Prize, not paid by an Agent in accordance with Rule 14 (f) will be paid by the Licensee by cheque or at the discretion of the Licensee by electronic funds transfer, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (i) A:
- (i) Registered Player or Registered Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share of a Provisional Prize) pursuant to Rule 14 (b) and who has not been notified within five (5) days in accordance with Rule 14 (b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
- (ii) Player or Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share of a Provisional Prize) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14(l) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date, starting on the day immediately following the Drawing Date.
- A claim not received in accordance with this Rule 14 (i) will be rejected and the Licensee shall have no liability in relation thereto.
- (j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14 (i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (k) A:
- (i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
- (ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 14 (e);
- must lodge a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l).
- (l) The particulars required in accordance with the provisions of Rules 14 (a), 14 (b), 14 (i) and 14 (k), are:
- (i) the name and address of the Player or Syndicate Player;
- (ii) the Ticket Serial Number;
- (iii) the Numbers included on the relevant numbered line on the Ticket;
- (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
- (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
- (vi) such further evidence or information as the Licensee requires.
- (m) notwithstanding the provisions of this Rule 14, if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1,000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player the same Prize or share of a Prize as is being paid to winning Players or winning Syndicate Players or such other Prize amount or Share of a Prize amount as determined by the Chief Executive Officer.
- (n) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize (or in the case of a Syndicate Entry a share of a Prize or a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive

Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet one or more of the elements (1) or (2) contained in Rules 1 (a) (xlii) or 1 (a) (Ixiii) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement.

- (o) All cheques will be crossed and marked "not Negotiable" and will be drawn in favour of the Player or Syndicate Player in accordance with these Rules.
- (p) Subject to Rule 14 (i), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries or Syndicate Entries entitled thereto or the amount thereof.
- (q) The payment of a Prize or share of a Prize to any Player or Syndicate Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (r) Subject to section 27 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto.
- (s) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket.
- (t) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
  - (i) by hand upon any conditions that the Chief Executive Officer may determine;
  - (ii) by post whether certified, registered or ordinary post; or
  - (iii) as otherwise directed in writing by the Player or Syndicate Player.
- (u) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player or Registered Syndicate Player, to the name and address appearing on the Licensee's records relating to that Player or Syndicate Player.  
Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same.
- (v) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of fees sent by post will be sent to the name and address advised in writing by the Player or Syndicate Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (w) The payment of all Prizes or shares of Prizes pursuant to this Rule 14 will discharge the Licensee from liability notwithstanding the existence of any trust whether express, constructive or implied. Where the Licensee has paid a Player or Syndicate Player pursuant to this Rule 14 and the Chief Executive Officer is, after such payment has been made, of the view that:
  - (i) the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made; or
  - (ii) a Prize is not payable to the Player or Syndicate Player;
 the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her.
- (x) A Prize or share of a Prize may be claimed through an Agent or by mail direct to:
 

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
SYDNEY OLYMPIC PARK NSW 2127

 or such other address as may be publicly notified from time to time by the Chief Executive Officer. A Prize claim form for a Prize or a share of a Prize may be forwarded by an Agent to the Licensee at the request of a Player or the Player may forward the Prize claim form to the Licensee direct.
- (y) Any Prize or share of a Prize to be paid in accordance with Rule 12 (j) or Rule 12 (l) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (z) no Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (aa) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (bb) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (cc) Payment of Prizes in a Game of Promotional Lotto
  - (i) A Prize is not payable in a Game of Promotional Lotto unless:
    - (1) the entry submitted in a Game of Promotional Lotto is in the form determined by the Chief Executive Officer under Rule 11 (n) (i); and
    - (2) if the form of entry requires the Player or Syndicate Player to have purchased a Ticket in a Game of Lotto, the Ticket in the Game of Lotto must satisfy any test used by the Chief Executive Officer to determine whether the Ticket in the Game of Lotto is valid; and



- (3) the claimant has complied with all conditions relating to the Game of Promotional Lotto advertised under Rule 12 (m) (ii).
- (ii) The Licensee may record on an entry in a Game of Promotional Lotto a verification code or other test and use it to determine whether the entry in a Game of Promotional Lotto is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Lotto, on which such a test is recorded, if the entry does not satisfy the test.

#### RULE 15 – Disqualifications

- (a) notwithstanding that:
  - (i) acceptance of Entries or Syndicate Entry Shares into a Game of Lotto has closed;
  - (ii) a Ticket may have issued; or
  - (iii) a Drawing has occurred in respect of a Ticket;an Entry or a Syndicate Entry Share in a Game of Lotto or entry in a Game of Promotional Lotto may be disqualified and no Prize claim shall be made in respect of it, if the Chief Executive Officer is of the opinion that it should be so disqualified. Any Ticket having issued in respect of an Entry or a Syndicate Entry Share in a Game of Lotto which is disqualified shall automatically be void and cancelled.
- (b) The reasons for disqualification may include but are not limited to:
  - (i) tender of insufficient Fee or, in the case of a Syndicate Entry Share, insufficient Syndicate Share Fee, a dishonoured cheque or unacceptable form of remittance;
  - (ii) the Player or Syndicate Player has defaulted in payment of any previous Fee or Syndicate Share Fee;
  - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - (iv) Ticket fails any security tests of the Licensee;
  - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal;
  - (vi) a Malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
  - (vii) any other breach of these Rules which justifies disqualification.
- (c) The Licensee shall use its best endeavours to notify a Player or Syndicate Player, whose name and address is known to the Licensee, that an Entry or Syndicate Entry Share has been disqualified and the reason therefor and the Licensee shall in respect thereof refund to the Player any Subscription paid or to the Syndicate Player any Syndicate Share Fee paid less that part of the Syndicate Share Fee that represents the relevant proportion of Commission. Where the Licensee does not know of the name and address of a Player or Syndicate Player the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such Entry or Syndicate Entry Share.
- (d) If an Entry or Syndicate Entry which would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.
- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15 (d) then:
  - (i) in the case of a Division 1 Prize, the provisions of Rule 12 (h) (ii) and Rule 12 (i) (ii) will apply;
  - (ii) otherwise the value and numbers of winners will be varied in accordance with Rule 12 (h) Division 2, Division 3, Division 4 and Division 5 and Rule 12 (i) Division 2, Division 3, Division 4, Division 5 and Division 6 as the case may be.

#### RULE 16 – Limitation of Liability

- (a) By entering a Game of Lotto or Game of Promotional Lotto a Player or Syndicate Player acknowledges that he or she has entered into an agreement with the Licensee and the Agent and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Agent and all Employees thereof.
- (b) The Licensee, Directors, the Chief Executive Officer, the Agent and all Employees thereof shall have no responsibility or liability to a Player or Syndicate Player or any other person by reason of the loss or destruction of a Ticket or a ticket in a Game of Promotional Lotto for any reason or from any cause (whether arising from or contributed to by, negligence or otherwise) beyond the amount of the Subscription (or in the case of a Syndicate Entry that part of the Syndicate Share Fee that represents the relevant proportion of Subscription) paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize or a Syndicate Player who claims a share in a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional Lotto. The Licensee shall have discharged all liability in relation to payment of a Prize or share of a Prize by making payment to a person in accordance with Rule 14.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
  - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Lotto or Game of Promotional Lotto; and
  - (ii) without prejudice to the generality of Rule 16 (d) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;

- (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
- (3) the processing of a Ticket that has won a Prize or share of a Prize;
- (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Lotto or entry in a Game of Promotional Lotto received by way of Entry Form or Automatic Entry;
- (5) the receipt and processing of a Prize claim form; or
- (6) the cancellation of a Ticket; and
- (iii) without prejudice to the generality of Rule 16 (d) (i) and Rule 16 (d) (ii), any fraudulent or unlawful act or omission on the part of the Agent or an employee, servant or contractor of the Agent in respect of:
  - (1) the processing of an Entry Form;
  - (2) the issue of a Ticket;
  - (3) the completion of a Prize claim form;
  - (4) the receipt of a Prize claim form;
  - (5) the processing of a Prize claim;
  - (6) the payment of a Prize;
  - (7) the cancellation of a Ticket; and
- (iv) any statement made by an Agent or an employee, servant or contractor of an Agent or by the Licensee or any Employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Agent and each and every Employee of an Agent shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
  - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Lotto or Game of Promotional Lotto; and
  - (ii) without prejudice to the generality of Rule 16 (e) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize; or
    - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Lotto or entry in any particular Game of Promotional Lotto received by way of Entry Form or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee or agent of the Licensee or an Agent, shall have no liability or responsibility to a Player or Syndicate Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee of the Licensee or an Agent, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Lotto or Game of Promotional Lotto due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Form or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Lotto, an Agent shall for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, an Agent shall at all times and for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) notwithstanding the provisions of Rule 16 (h), in the acceptance of Commission in respect of an Entry by an Agent on behalf of the Licensee, the Agent shall for this purpose be the agent of the Licensee and not the agent of the Player and in the acceptance by an Agent of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the agent shall for this purpose be the agent of the Licensee and not the agent of the Syndicate Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 16 (a) to 16 (j) inclusive as those protected by said Rules.

#### RULE 17 – Effective Date

- (a) The Lotto Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded.
- (b) Unless otherwise determined by the Chief Executive Officer entries made pursuant to Rules previously in force under any earlier Product Licence and which relate to a Drawing or Drawings to be conducted on or after the date these Rules take effect shall be taken to be submitted as entries in such Drawing or Drawings pursuant to those previous Rules.

## RULE 18 – Agreements Relating to a Game of Promotional Lotto

The Licensee may enter into agreements or arrangements, subject to the provisions of the Act, with other persons or bodies for the purpose of promoting any Game of Promotional Lotto.

## RULE 19 – A Syndicate Entry

- (a) An Entry as specified in column 1 of Schedule 3 and column 1 of Schedule 4 shall be a Syndicate Entry if specified in, respectively:
  - (i) column 3 of Schedule 3; or
  - (ii) column 3 of Schedule 4.
- (b) A Syndicate Entry may be divided into separate Syndicate Entry Shares as shown in:
  - (i) column 4 of Schedule 3; or
  - (ii) column 4 of Schedule 4.
- (c) The Syndicate Share Fee for each Syndicate Entry Share shall be the amount specified in, respectively:
  - (i) column 5 of Schedule 3; or
  - (ii) column 5 of Schedule 4.
- (d) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Entry Share purchased by the Syndicate Player.
- (e) Before the Agent sells a Syndicate Entry Share in a Syndicate Entry the Agent must by means of the Computer Linked Terminal direct the Licensee's central processing computer equipment to accept the sale of Syndicate Entry Shares in the Syndicate Entry nominated by the Agent.
- (f) An Agent who has directed the Licensee's central processing computer equipment pursuant to Rule 19 (e) may also direct the Licensee's central processing computer equipment to accept the sale of Syndicate Entry Shares in the nominated Syndicate Entry which sale may be effected by the Agent and also by other Agents nominated by the Agent.
- (g) Where no Syndicate Entry Share has been sold in a Syndicate Entry in respect of which the Agent has made a direction in accordance with Rule 19 (e) that Syndicate Entry:
  - (i) is not eligible to be entered into a Game of Lotto;
  - (ii) shall not be included in a Drawing; and
  - (iii) is not entitled to receive any Prize.
- (h) For the sake of clarity, no person or other legal entity is entitled to receive a Prize in the event of the occurrence of the circumstances specified in Rule 19(g).
- (i) Where at least one (1) but not all Syndicate Entry Shares have been sold in respect of a Syndicate Entry before the close of acceptance of Entries into the Game of Lotto into which the Syndicate Entry is entered the Agent responsible for directing the central processing computer equipment pursuant to Rule 19(e) in respect of that Syndicate Entry shall be solely liable for and shall pay to the Licensee all Syndicate Entry Share Fees which have not been paid in respect of the unsold Syndicate Entry Shares in the Syndicate Entry and in such case, for the purposes of these Rules, and in relation to such unsold Syndicate Entry Share or Shares, the Agent shall be considered to be the Syndicate Player. In these circumstances the Syndicate Entry shall be:
  - (i) eligible to be entered into the Game of Lotto;
  - (ii) be included in the Drawing; and
  - (iii) be entitled to receive any Prize.
- (j) The Licensee may pay a fee or reward to its Agents for the promotion of any Syndicate Entry or sale of any Syndicate Entry Shares other than the Syndicate Share Fee.
- (k) Upon payment of the Syndicate Share Fee in respect of a Syndicate Entry Share a Syndicate Player shall be entitled to receive a Ticket.
- (l) Each Syndicate Entry Share shall have the same Numbers as the Syndicate Entry nominated by the Agent pursuant to Rule 19(e).
- (m) An Agent may cancel a Ticket in respect of a Syndicate Entry Share sold by the Agent provided such cancellation takes place on the day the Syndicate Entry Share was purchased and prior to the close of acceptance of Entries, and provided at least one (1) Syndicate Entry Share remains unsold in respect of the relevant Syndicate Entry.
- (n) A Syndicate Entry Share may not be purchased by post from the Licensee.

## SCHEDULE 1

Commission Payable for Lotto  
(Monday and/or Wednesday Competitions)

<i>Entry Type</i>	<i>Number of Games</i>	<i>Monday OR Wednesday entry</i>	<i>Monday AND Wednesday entry</i>
Standard	4	\$0.25	\$0.40
	6	\$0.30	\$0.50
	8	\$0.40	\$0.60
	10	\$0.45	\$0.65
	12	\$0.50	\$0.70
	14	\$0.60	\$0.80
	16	\$0.70	\$0.85
	18	\$0.80	\$1.00
	24	\$0.90	\$1.20
	30	\$1.00	\$1.40
	36	\$1.50	\$1.70

<i>Entry Type</i>	<i>System</i>	<i>Monday OR Wednesday entry</i>	<i>Monday AND Wednesday entry</i>
System (Per Panel)	7	\$0.30	\$0.40
	8	\$0.80	\$1.10
	9	\$2.00	\$3.40
	10	\$4.00	\$7.90
	11	\$9.20	\$18.00
	12	\$18.40	\$35.00
	13	\$33.60	\$65.00
	14	\$61.80	\$120.00
	15	\$100.00	\$195.00
	16	\$160.80	\$310.00
	17	\$245.60	\$480.00
	18	\$370.40	\$735.00

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Monday OR Wednesday entry</i>	<i>Monday AND Wednesday entry</i>
Multi-Week Standard			
(4 games)	2	\$0.35	\$0.50
	5	\$0.60	\$0.70
	10	\$1.20	\$1.30
	25	\$1.80	\$2.00
(6 games)	2	\$0.40	\$0.60
	5	\$0.65	\$0.80
	10	\$1.20	\$1.30



<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Monday OR Wednesday entry</i>	<i>Monday AND Wednesday entry</i>
	25	\$1.80	\$2.00
(8 games)	2	\$0.45	\$0.70
	5	\$0.70	\$0.90
	10	\$1.40	\$1.50
	25	\$2.00	\$2.20
(10 games)	2	\$0.55	\$0.80
	5	\$0.80	\$1.00
	10	\$1.50	\$1.60
	25	\$2.20	\$2.30
(12 games)	2	\$0.60	\$0.90
	5	\$0.90	\$1.10
	10	\$1.50	\$1.70
	25	\$2.40	\$2.60
(14 games)	2	\$0.80	\$1.00
	5	\$0.90	\$1.10
	10	\$1.50	\$1.70
	25	\$2.40	\$2.60
(16 games)	2	\$0.90	\$1.10
	5	\$1.20	\$1.30
	10	\$1.80	\$2.00
	25	\$2.60	\$2.80
(18 games)	2	\$1.00	\$1.20
	5	\$1.30	\$1.60
	10	\$2.00	\$2.20
	25	\$2.70	\$3.20
(24 games)	2	\$1.10	\$1.40
	5	\$1.40	\$1.80
	10	\$2.20	\$2.70
	25	\$2.90	\$4.00
(30 games)	2	\$1.40	\$1.60
	5	\$1.90	\$2.20
	10	\$2.80	\$3.00
	25	\$4.50	\$4.80
(36 games)	2	\$1.70	\$2.00
	5	\$2.20	\$2.60
	10	\$3.20	\$3.80
	25	\$5.00	\$6.00

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Monday OR Wednesday entry</i>	<i>Monday AND Wednesday entry</i>
Multi-Week Systems (Per Panel)			
System 7	2	\$0.40	\$0.60
	5	\$0.60	\$0.90
	10	\$1.20	\$1.50
	25	\$2.70	\$2.80
System 8	2	\$1.00	\$1.40
	5	\$1.40	\$2.00
	10	\$3.00	\$4.00
	25	\$6.00	\$7.00
System 9	2	\$2.20	\$3.70
	5	\$2.40	\$4.00
	10	\$5.00	\$6.00
	25	\$8.00	\$9.00
System 10	2	\$4.40	\$9.00
	5	\$5.00	\$11.00
	10	\$6.00	\$13.00
	25	\$9.00	\$15.00
System 11	2	\$9.80	\$20.00
	5	\$11.00	\$23.00
	10	\$13.00	\$25.00
	25	\$20.00	\$30.00
System 12	2	\$20.00	\$38.00
	5	\$22.00	\$42.00
	10	\$25.00	\$46.00
	25	\$30.00	\$50.00
System 13	2	\$35.00	\$70.00
	5	\$40.00	\$75.00
	10	\$45.00	\$85.00
	25	\$50.00	\$100.00
System 14	2	\$64.00	\$125.00
	5	\$75.00	\$130.00
	10	\$85.00	\$140.00
	25	\$100.00	\$160.00
System 15	2	\$110.00	\$210.00
	5	\$120.00	\$230.00
	10	\$140.00	\$260.00
	25	\$160.00	\$300.00

System 16	2	\$165.00	\$320.00
	5	\$175.00	\$340.00
	10	\$185.00	\$365.00
	25	\$200.00	\$380.00
System 17	2	\$250.00	\$495.00
	5	\$260.00	\$510.00
	10	\$270.00	\$540.00
	25	\$300.00	\$600.00
System 18	2	\$375.00	\$745.00
	5	\$390.00	\$775.00
	10	\$400.00	\$790.00
	25	\$420.00	\$830.00

SCHEDULE 2

Commission Payable for Lotto (Saturday Competition)

<i>Entry Type</i>	<i>Number of Games</i>	<i>Single Entry</i>
Standard	4	\$0.30
	6	\$0.45
	8	\$0.55
	10	\$0.70
	12	\$0.85
	14	\$0.95
	16	\$1.05
	18	\$1.20
	24	\$1.60
	30	\$2.00
	36	\$2.30

<i>Entry Type</i>	<i>System</i>	<i>Single Entry</i>
System (Per Panel)	7	\$0.60
	8	\$1.30
	9	\$2.60
	10	\$6.50
	11	\$14.30
	12	\$29.10
	13	\$50.40
	14	\$88.20
	15	\$147.00
	16	\$239.20
	17	\$369.90
	18	\$545.10

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Standard		
(4 games)	2	\$0.50
	5	\$1.25
	10	\$2.50
	25	\$6.10
(6 games)	2	\$0.90
	5	\$1.90
	10	\$3.80
	25	\$7.90
(8 games)	2	\$1.10
	5	\$2.50
	10	\$5.00
	25	\$10.00
(10 games)	2	\$1.40
	5	\$3.20
	10	\$6.40
	25	\$13.30
(12 games)	2	\$1.70
	5	\$4.00
	10	\$7.90
	25	\$15.80
(14 games)	2	\$1.90
	5	\$4.30
	10	\$8.50
	25	\$18.20
(16 games)	2	\$2.10
	5	\$4.90
	10	\$9.80
	25	\$20.60
(18 games)	2	\$2.20
	5	\$5.30
	10	\$10.50
	25	\$22.90
(24 games)	2	\$3.20
	5	\$7.70
	10	\$15.50
	25	\$31.00

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
(30 games)	2	\$3.70
	5	\$9.70
	10	\$19.40
	25	\$38.80
(36 games)	2	\$4.35
	5	\$11.15
	10	\$20.75
	25	\$41.45

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
Multi-Week Systems (Per Panel)		
System 7	2	\$0.70
	5	\$1.20
	10	\$2.40
	25	\$4.80
System 8	2	\$1.80
	5	\$2.60
	10	\$5.10
	25	\$10.15
System 9	2	\$3.25
	5	\$3.95
	10	\$6.90
	25	\$14.00
System 10	2	\$5.30
	5	\$7.00
	10	\$11.50
	25	\$22.90
System 11	2	\$11.00
	5	\$13.70
	10	\$24.80
	25	\$48.00
System 12	2	\$20.80
	5	\$25.70
	10	\$49.90
	25	\$97.10
System 13	2	\$34.00
	5	\$44.80
	10	\$72.00
	25	\$144.00

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
System 14	2	\$55.70
	5	\$72.00
	10	\$135.30
	25	\$158.20
System 15	2	\$92.80
	5	\$116.80
	10	\$221.50
	25	\$255.30
System 16	2	\$157.10
	5	\$195.30
	10	\$267.30
	25	\$312.00
System 17	2	\$223.70
	5	\$281.50
	10	\$392.80
	25	\$431.00
System 18	2	\$374.20
	5	\$461.50
	10	\$736.40
	25	\$780.10

SCHEDULE 3

Syndicate Entries for Lotto  
(Monday Competition or Wednesday Competition)

<i>Column 1</i> <i>Entry</i>	<i>Column 2</i> <i>Entry Fee</i>	<i>Column 3</i> <i>Syndicate Entry</i>	<i>Column 4</i> <i>Syndicate Entry Shares</i>	<i>Column 5</i> <i>Syndicate Share Fee per panel (cost per Share)</i>
System 8	\$12.00	System 8	8	\$1.50
System 8	\$12.00	System 8	10	\$1.20
System 10	\$88.00	System 10	5	\$17.60
System 10	\$88.00	System 10	10	\$8.80
System 10	\$88.00	System 10	16	\$5.50
System 10	\$88.00	System 10	20	\$4.40
System 11	\$194.00	System 11	5	\$38.80
System 11	\$194.00	System 11	8	\$24.25
System 11	\$194.00	System 11	10	\$19.40
System 11	\$194.00	System 11	20	\$9.70
System 12	\$388.00	System 12	5	\$77.60
System 12	\$388.00	System 12	10	\$38.80

<i>Column 1</i> <i>Entry</i>	<i>Column 2</i> <i>Entry Fee</i>	<i>Column 3</i> <i>Syndicate Entry</i>	<i>Column 4</i> <i>Syndicate Entry Shares</i>	<i>Column 5</i> <i>Syndicate Share Fee per panel (cost per Share)</i>
System 12	\$388.00	System 12	20	\$19.40
System 12	\$388.00	System 12	40	\$9.70
System 13	\$720.00	System 13	5	\$144.00
System 13	\$720.00	System 13	10	\$72.00
System 13	\$720.00	System 13	20	\$36.00
System 13	\$720.00	System 13	30	\$24.00
System 13	\$720.00	System 13	60	\$12.00
System 14	\$1,263.00	System 14	5	\$252.60
System 14	\$1,263.00	System 14	10	\$126.30
System 14	\$1,263.00	System 14	20	\$63.15
System 14	\$1,263.00	System 14	30	\$42.10
System 14	\$1,263.00	System 14	60	\$21.05
System 15	\$2,102.00	System 15	5	\$420.40
System 15	\$2,102.00	System 15	10	\$210.20
System 15	\$2,102.00	System 15	20	\$105.10
System 15	\$2,102.00	System 15	40	\$52.55
System 16	\$3,364.00	System 16	5	\$672.80
System 16	\$3,364.00	System 16	10	\$336.40
System 16	\$3,364.00	System 16	20	\$168.20
System 16	\$3,364.00	System 16	40	\$84.10
System 16	\$3,364.00	System 16	80	\$42.05
System 17	\$5,196.00	System 17	5	\$1,039.20
System 17	\$5,196.00	System 17	10	\$519.60
System 17	\$5,196.00	System 17	20	\$259.80
System 17	\$5,196.00	System 17	40	\$129.90
System 17	\$5,196.00	System 17	80	\$64.95
System 18	\$7,796.00	System 18	5	\$1,559.20
System 18	\$7,796.00	System 18	10	\$779.60
System 18	\$7,796.00	System 18	20	\$389.80
System 18	\$7,796.00	System 18	40	\$194.90
System 18	\$7,796.00	System 18	80	\$97.45

## SCHEDULE 4

## Syndicate Entries For Lotto (Saturday Competition)

<i>Column 1</i> <i>Entry</i>	<i>Column 2</i> <i>Entry Fee</i>	<i>Column 3</i> <i>Syndicate Entry</i>	<i>Column 4</i> <i>Syndicate Entry Shares</i>	<i>Column 5</i> <i>Syndicate Share Fee per panel (cost per Share)</i>
System 9	\$53.00	System 9	5	\$10.60
System 9	\$53.00	System 9	10	\$5.30
System 10	\$132.50	System 10	5	\$26.50
System 10	\$132.50	System 10	10	\$13.25
System 11	\$291.50	System 11	5	\$58.30
System 11	\$291.50	System 11	10	\$29.15
System 11	\$291.50	System 11	22	\$13.25
System 12	\$583.50	System 12	5	\$116.70
System 12	\$583.50	System 12	6	\$97.25
System 12	\$583.50	System 12	10	\$58.35
System 12	\$583.50	System 12	15	\$38.90
System 12	\$583.50	System 12	30	\$19.45
System 13	\$1,080.00	System 13	5	\$216.00
System 13	\$1,080.00	System 13	10	\$108.00
System 13	\$1,080.00	System 13	20	\$54.00
System 13	\$1,080.00	System 13	30	\$36.00
System 13	\$1,080.00	System 13	40	\$27.00
System 13	\$1,080.00	System 13	60	\$18.00
System 14	\$1,890.00	System 14	5	\$378.00
System 14	\$1,890.00	System 14	10	\$189.00
System 14	\$1,890.00	System 14	21	\$90.00
System 14	\$1,890.00	System 14	30	\$63.00
System 14	\$1,890.00	System 14	35	\$54.00
System 14	\$1,890.00	System 14	60	\$31.50
System 15	\$3,150.00	System 15	5	\$630.00
System 15	\$3,150.00	System 15	10	\$315.00
System 15	\$3,150.00	System 15	25	\$126.00
System 15	\$3,150.00	System 15	30	\$105.00
System 15	\$3,150.00	System 15	35	\$90.00
System 15	\$3,150.00	System 15	50	\$63.00
System 15	\$3,150.00	System 15	60	\$52.50
System 16	\$5,044.00	System 16	5	\$1,008.80
System 16	\$5,044.00	System 16	10	\$504.40
System 16	\$5,044.00	System 16	13	\$388.00
System 16	\$5,044.00	System 16	20	\$252.20



<i>Column 1</i> <i>Entry</i>	<i>Column 2</i> <i>Entry Fee</i>	<i>Column 3</i> <i>Syndicate Entry</i>	<i>Column 4</i> <i>Syndicate Entry Shares</i>	<i>Column 5</i> <i>Syndicate Share Fee per panel (cost per Share)</i>
System 16	\$5,044.00	System 16	26	\$194.00
System 17	\$7,795.50	System 17	5	\$1,559.10
System 17	\$7,795.50	System 17	10	\$779.55
System 17	\$7,795.50	System 17	15	\$519.70
System 17	\$7,795.50	System 17	30	\$259.85
System 18	\$11,683.50	System 18	5	\$2,336.70
System 18	\$11,683.50	System 18	10	\$1,168.35
System 18	\$11,683.50	System 18	15	\$778.90
System 18	\$11,683.50	System 18	30	\$389.45

**WORKERS COMPENSATION ACT 1987**

(ORTHOPAEDIC SURGEON FEES) ORDER 2011 (No. 2)  
under the Workers Compensation Act 1987

I, JULIE NEWMAN A/Chief Executive Officer of the WorkCover Authority of New South Wales, make the following Order pursuant to section 61 (2) of the Workers Compensation Act 1987.

Dated this 11th day of January 2011.

JULIE NEWMAN,  
A/Chief Executive Officer,  
WorkCover Authority

## Explanatory Note

Treatment by a medical practitioner who is an orthopaedic surgeon is a medical or related treatment covered under the Workers Compensation Act 1987. This Order sets the maximum fees for which an employer is liable under the Act for treatment by an orthopaedic surgeon of an injured worker's work-related injury.

The effect of the Order is to prevent an orthopaedic surgeon from recovering from the injured worker or employer any extra charge for treatments covered by the Order.

The Order adopts the items listed as Orthopaedic Procedures in the List of Medical Services and Fees published by the Australian Medical Association (AMA).

To bill an AMA item number a surgeon must be confident they have fulfilled the service requirements as specified in the item descriptor. Where a comprehensive item number is used, separate items should not be claimed for any of the individual items included in the comprehensive service.

Where only one service is rendered, only one item should be billed. Where more than one service is rendered on one occasion of service, the appropriate item for each discrete service may be billed, provided that each item fully meets the item descriptor. Where an operation comprises a combination of procedures which are commonly performed together and for which there is an AMA item that specifically describes the combination of procedures then only that item should be billed. The invoice should cover the total episode of treatment.

All surgical invoices must be accompanied by a detailed operation report clearly outlining the mechanism of injury, intra-operative findings and the procedures performed.

The incorrect use of AMA items can result in penalties, including the medical provider being asked to repay monies to WorkCover that the provider has incorrectly received.

**Workers Compensation (Orthopaedic Surgeon Fees) Order 2011 (No. 2)****1. Name of Order**

This Order is the Workers Compensation (Orthopaedic Surgeon Fees) Order 2011 (No. 2).

**2. Commencement**

This Order commences on 1 January 2011.

**3. Definitions**

In this Order (including Schedule A):

*the Act* means the Workers Compensation Act 1987.

*Aftercare visits* has the same meaning as in the AMA List and is covered by the surgical procedure fee during the first six weeks following the date of surgery or until wound healing has occurred. However, unrelated visits or incidental reasons for visits that are not regarded as routine aftercare should be explained with accounts rendered. The consulting surgeon will issue a "certificate" detailing the worker's fitness for work and anticipated after-care on discharge from hospital or after the first post injury consultation.

*After hours consultations* means call-outs to a public or private hospital or a private home for urgent cases before 8.00am or after 6:00pm. This fee is not to be utilised where a consultation is conducted for non-urgent cases outside of these hours.

*Assistant at operation* means a medical practitioner, but only where an assistant's fee is allowed for in the Commonwealth medical benefits schedule or where indicated in the WorkCover schedule or approved in advance by the insurer. An assistant fee may only be applicable for surgical procedures EA010 to MY115.

In accordance with NSW health policy (File No. C17061), assistant fees cannot be charged for WorkCover cases performed in a public hospital when the assistant is a registrar. If the registrar is on rotation to an approved private hospital training rotation, the relevant assistant fee may be charged. Payment of these fees is to be directed into a hospital or departmental trust fund account and the invoice should include details of this account. Workcover reserves the right to conduct an audit of assistant fee payments to ensure their proper distribution into the named trust fund.

*AMA list* means the document entitled List of Medical Services and Fees published by the Australian Medical Association and dated 1 November 2010.

**Extended initial consultation** means a consultation involving significant multiple trauma or complex “red flag” spinal conditions (systemic pathology, carcinoma, infection, fracture or nerve impingement) involving a lengthy consultation and extensive physical examination.

**GST** means the goods and services tax payable under the GST Law; and

**GST Law** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 of the Commonwealth.

**Initial consultation and report** covers the first consultation and the report to the referring General Practitioner and insurer.

The report will contain:

- the patient’s diagnosis and present condition;
- the patient’s likely fitness for pre-injury work or for alternate duties;
- the need for treatment or additional rehabilitation; and
- collateral conditions that are likely to impact on the management of the worker’s condition (in accordance with privacy considerations).

Receipt of this information and “certificates” post treatment will provide sufficient information for insurers, employers and rehabilitation providers to develop management plans.

**Instrument fee** covers procedures where the surgeon supplies all the equipment or a substantial number of specialised instruments in exceptional circumstances and must be justified. This fee does not apply for all operations or if only incidental instruments (non critical) are supplied by the surgeon. Routine items such as loupes are not included.

**Medical practitioner** means a person registered under the Health Practitioner Regulation National Law (NSW) No 86a in the medical profession.

**Multiple operations or injuries** refers to situations that require two or more operations or for the treatment of two or more injuries carried out at the same time. The fee for the main operation or injury is to be paid in full as per Schedule A and 75% of the charge specified in Schedule A for each additional operation or injury is payable, unless specifically listed in the Schedule as a multiple procedure item.

**Opinion on file request** includes retrieval of a file from whatever source, reading time, and reporting where a request for such an opinion has been made in writing to the orthopaedic surgeon by the insurer/lawyer. Fees for this service will not be pre-paid in whole or part.

**Orthopaedic procedures** are those listed in the AMA list but do not include the cost of bandages, dressings, plaster of Paris bandages, splints, metallic fixation agents, and prosthetic implants which may be charged in addition to the fee set out in the Schedule A, if purchased by the surgeon. The fee for orthopaedic procedures includes aftercare visits.

**Orthopaedic surgeon** means a medical practitioner who is currently a Fellow of the Australian Orthopaedic Association or who is recognised by Medicare Australia as a specialist in orthopaedic surgery. It includes an orthopaedic surgeon who is a staff member at a public hospital providing services at the hospital.

**Revision surgery** refers to a procedure carried out to correct earlier surgery. This attracts a fee of 50% of the amount for the principal procedure in the initial surgery and the fee payable for the new procedure, except where the new procedure is specified as a revision procedure in the AMA list.

**Subsequent consultation** is a consultation not included in the normal aftercare that applies following surgery. The cost of the latter is included in the fee for the orthopaedic procedure.

#### 4. Application of order

This Order applies to treatment provided on or after the commencement date of this Order, whether it relates to an injury received before, on or after that date.

#### 5. Revocation of previous order

The Workers Compensation (Orthopaedic Surgeon Fees) Order 2011 is repealed.

#### 6. Maximum fees for treatment by orthopaedic surgeon

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by an orthopaedic surgeon, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 3 of that Schedule.
- (2) A fee charged by an orthopaedic surgeon for a patient’s treatment (including the management of fractures and other conditions) will be in addition to the fee in Schedule A for the original examination and report.

#### 7. Billing items for hand surgery (Schedule B)

Schedule B provides guidelines for billing items used in hand and wrist surgery only:

Table 1 details items that are not applicable to hand surgery procedures.

Table 2 details items with restricted application for hand surgery and where clinical justification is required that they are reasonably necessary given the circumstances of the case.

#### 8. GST

An amount fixed by this Order is exclusive of GST. An amount fixed by this Order may be increased by the amount of any GST payable in respect of the service to which the cost relates, and the cost so increased is taken to be the amount fixed by this Order. This clause does not permit a medical practitioner to charge or recover more than the amount of GST payable in respect of the service to which the cost relates.

SCHEDULE A  
Maximum fees for orthopaedic surgeon

<i>Item</i>	<i>Column 1 Type of service</i>	<i>Column 2 AMA Item(s)</i>	<i>Column 3 Maximum amount</i>
<u>Consultations</u>			
1.	Initial consultation and report	AC500 (MBS 104)	\$270.00
2.	Extended initial consultation and report	AC500 (MBS104)	\$372.00
3.	Subsequent consultation	AC510 (MBS 105)	\$186.00
4.	After hours consultation		\$156.00 in addition to consultation fee
<u>Procedures</u>			
5.	Orthopaedic procedures	ML005 (MBS 46300) to MY115 (MBS 50130)	150% of AMA Schedule
6.	Instrument fee	WCO003	\$186.00
7.	Assistant at operation	MZ900	\$312.00 or 20% of the fee for surgical procedures where the assistant fee applies, whichever is greater
8.	Multiple operations or injuries		Primary operation is to be paid in full, and additional operations at 75% of scheduled fee
9.	Aftercare visits		As per AMA Schedule
<u>Insurer/lawyer requests</u>			
10.	Opinion on file request		\$186.00
11.	Telephone requests		\$36.00 per 3-5 minute phone call
12.	Lost reports and reprints		\$126.00 per report
13.	Treating Specialist Report (where additional information that is not related to the routine injury management of the patient, is requested by either party to a potential or current dispute)		Please refer to the Workplace Injury Management and Workers Compensation (Medical Examinations and Reports) Order 2011 Schedule 2
14.	Fees for providing copies of clinical notes and records		Please refer to the Workers Compensation (Medical Practitioners Fees) Order 2011 – Section 5 (5)

SCHEDULE B  
Billing items used in hand surgery

Table 1: Item numbers and descriptors no longer applicable to hand surgery procedures

<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Reason for decline</i>
Nil	CV233 CV082	INJECTION OF AN ANAESTHETIC AGENT, ulnar, radial or median nerve of main trunk, one or more of, not being associated with a brachial plexus block MINOR NERVE BLOCK (specify type) to provide post operative pain relief (this does not include subcutaneous infiltration)	The MBS does not allow a claim for nerve blocks performed as a method of postoperative analgesia. Infiltration is included in both the anaesthetic schedule AND in the surgical item number fee if performed by the surgeon. This item can only be used in circumstances where a formal nerve block is performed by the surgeon as the only form of anaesthesia and no charge is raised for another anaesthetic service.

<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Reason for decline</i>
45051	MG540	CONTOUR RECONSTRUCTION for pathological deformity, insertion of foreign implant (non biological but excluding injection of liquid or semisolid material) by open operation	This relates to the insertion of foreign implant for pathological deformity by an open operation i.e. facial reconstruction and was not intended for usage in hand surgery.
45445	MH480	FREE GRAFTING (split skin) as inlay graft to 1 defect including elective dissection using a mould (including insertion of and removal of mould)	The appropriate item number is 45448, MH490.
47954	MR170	TENDON, repair of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
47966	MR210	TENDON OR LIGAMENT TRANSFER, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
47969	MR220	TENOSYNOVECTOMY, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
47972	MR230	TENDON SHEATH, open operation for teno-vaginitis, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
48403	MS015	PHALANX OR METATARSAL, osteotomy or osteectomy of, with internal fixation	This item is from the orthopaedic group of item numbers and relates to foot surgery only. There already exist appropriate item numbers in the hand surgery section.
50103	MY015	JOINT, arthrotomy of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
50104	MY025	JOINT, synovectomy of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
50109	MY045	JOINT, arthrodesis of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
50127	MY105	JOINT OR JOINTS, arthroplasty of, by any technique not being a service to which another item applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
60506	OF820	FLUOROSCOPY using a mobile image intensifier, in conjunction with a surgical procedure lasting less than 1 hour, not being a service to which another item in this table applies (R)	This item cannot be claimed for use of image intensification when operated by the surgeon in the absence of a radiographer.
60509	OF824	FLUOROSCOPY using a mobile image intensifier, in conjunction with a surgical procedure lasting 1 hour or more, not being a service associated with a service to which another item in this table applies (R)	This item cannot be claimed for use of image intensification when operated by the surgeon in the absence of a radiographer.
	900001	WorkCover certificate	This is for general practitioners and not treating specialists.

Table 2: Item numbers with restricted application for hand surgery – clinical justification required

<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
105	AC510	Each attendance SUBSEQUENT to the first in a single course of treatment	Follow up consultations will not be paid within the 6 week period following a procedure as this is included in normal aftercare.
30023	EA075	WOUND OF SOFT TISSUE, traumatic, deep or extensively contaminated, debridement of, under general anaesthesia or regional or field nerve block, including suturing of that wound when performed (Assist.)	This item applies to heavily contaminated wounds and removal of devitalized tissue in deep wounds. The majority of clean lacerations in acute hand injuries will attract item number EA095/30029. Debridements are also not applicable when removing percutaneous wire fixation. There will be a limit of one debridement per digit.
30029	EA095	SKIN AND SUBCUTANEOUS TISSUE OR MUCOUS MEMBRANE, REPAIR OF WOUND OF, other than wound closure at time of surgery, not on face or neck, small (NOT MORE THAN 7CM IN LENGTH), involving deeper tissue, not being a service to which another item in Group 3.4 applies.	This item is for use in wound suture when no other vital tissue is involved. It cannot be used in conjunction with 30023 (EA075) for the same wound/zone of injury, nor when repair of a deeper structure is also performed and claimed for.
30223	EA755	LARGE HAEMATOMA, LARGE ABSCESS, CARBUNCLE, CELLULITIS OR SIMILAR LESION, requiring admission to hospital or day-hospital facility, INCISION WITH DRAINAGE OF (excluding aftercare)	This item cannot be used in conjunction with 30023 (EA075) for the same wound/zone of injury.
30238	EA825	FASCIA, DEEP, repair of, FOR HERNIATED MUSCLE	This item is rarely indicated and cannot be used in conjunction with: 30023 (EA075), 47975 (MR240), 47978 (MR250), 47981 (MR260).
39324	LN790	NEURECTOMY, NEUROTOMY or removal of tumour from superficial peripheral nerve, by open operation	This item cannot be used additionally in conjunction with nerve repair/neurolysis/ nerve grafting in the setting of secondary nerve surgery.
39330	LN810	NEUROLYSIS by open operation without transposition, not being a service associated with a service to which Item TLN740 applies	This item is not for the identification of nerves during surgical exposure. It is not to be used in combination with LN700. This item is not to be used in conjunction with MU400: Wrist carpal tunnel release (division of transverse carpal ligament) by open procedure. However, LN810 and MU400 can be used together for combined open carpal tunnel release and cubital tunnel release surgery. This item is not to be used in conjunction with ML235 Tendon sheath of hand/wrist open operation for stenosing tenovaginitis.
39312	LN 740	NEUROLYSIS, internal (interfascicular) neurolysis of using microsurgical techniques	This item is never indicated in acute trauma. It is rarely indicated in elective surgery and is reserved for use in revision nerve decompression surgery. This item is not to be used in conjunction with MU400: Wrist carpal tunnel release (division of transverse carpal ligament), by open procedure.



<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
45203	MH115	SINGLE STAGE LOCAL FLAP, where indicated to repair 1 defect, complicated or large, and excluding flap for male pattern baldness and excluding H-flap or double advancement flap	This item is rarely indicated in the hand and wrist as a large defect will not be readily amenable to a local flap reconstruction. It is not to be used for suturing of traumatic skin flaps.
45206	MH125	SINGLE STAGE LOCAL FLAP where indicated to repair 1 defect, on eyelid, nose, lip, ear, neck, hand, thumb, finger or genitals, excluding H-flap or double advancement flap	This item can only be used once for a z-plasty.
45500	MJ025	MICROVASCULAR REPAIR using microsurgical techniques, with restoration of continuity of artery or vein of distal extremity or digit	This item relates to microvascular repair of an artery or vein. This item will not be paid for repair of dorsal veins with volar skin intact, branches of digital arteries, branches of radial/ulnar vessels and venae comitantes of major arteries. Microvascular repairs distal to the metacarpophalangeal joint will also require clinical documentation of appropriate surgical technique utilising an operating microscope.
45501/ 45502	MJ030/ MJ035	MICROVASCULAR ANASTOMOSIS of artery using microsurgical techniques, for re-implantation of limb or digit/ MICROVASCULAR ANASTOMOSIS of vein using microsurgical techniques, for re-implantation of limb or digit	These items specifically relate to replantation of limb and digit i.e. The amputated portion must be completely detached.
45503	MJ045	MICRO-ARTERIAL or MICRO-VEINOUS graft using microsurgical techniques	This item includes the remuneration for harvesting the graft and performing any microvascular anastomoses to the graft.
45515	MJ075	SCAR, other than on face or neck, NOT MORE THAN 7 CMS IN LENGTH, revision of, as an independent procedure, where undertaken in the operating theatre of a hospital or approved day hospital facility or where performed by a specialist in the practice of his or her specialty	This item cannot be used in conjunction with other items e.g. nerve repair, tendon repair, flap repair (i.e. intended to be an independent procedure).
45563	MJ245	NEUROVASCULAR ISLAND FLAP, including direct repair of secondary cutaneous defect if performed, excluding flap for male pattern baldness	This item is for a true island flap, elevated on a neurovascular pedicle for an existing traumatic defect. This item is not to be claimed for VY advancement flaps where 45206/MH125 is applicable.
46325	ML105	CARPAL BONE replacement or resection arthroplasty using adjacent tendon or other soft tissue including associated tendon transfer or realignment when performed	This item is primarily intended for use in reconstruction for basal thumb arthritis. It is not approved for excision of the pisiform.
46327	ML115	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, arthrotomy of	This item is not to be used in addition to 30023 (EA075) when arthrotomy is performed to facilitate joint lavage within an open wound.
46330	ML125	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, ligamentous or capsular repair with or without arthrotomy	This item is only permitted for repair of named ligaments where preoperative or intraoperative findings document significant joint instability.



<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
46333	ML135	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, ligamentous repair of using free tissue graft of implant	This item is only permitted for repair of named ligaments using free grafts or alloplast where preoperative or intraoperative findings document significant joint instability.
46336	ML145	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, synovectomy, capsulectomy or debridement of, not being a service associated with any other procedure related to that joint	This item cannot be claimed in conjunction with any other item or procedure related to the joint. This item cannot be used in conjunction with 30023 (EA075).
46339	ML155	EXTENSOR tendons or FLEXOR tendons of hand or wrist synovectomy of	This item is not indicated for use with surgery for de Quervain's tenovaginitis 46363 (ML235) and is rarely indicated in routine carpal tunnel surgery.
46396	ML345	PHALANX or METACARPAL of the hand, osteotomy or osteectomy of	This item is applicable for removing excess bone formation in an intact bone. This is no longer to be applied to removal of loose pieces of bone in trauma or bone shortening for terminalisation or replantation. This is part of the debridement and is included in EA075/30023 if applicable.
46420	ML425	Extensor tendon or hand or wrist, primary repair	This item should not be claimed for repair of an extensor tendon split as part of access to phalangeal fractures/osteotomies.
46438	ML485	MALLET FINGER, closed pin fixation of	This item is not to be used in conjunction with 47300 (MP005)
46450/ 46453	ML535/ ML545	EXTENSOR TENDON, TENOLYSIS OF, following tendon injury, repair or graft FLEXOR TENDON, TENOLYSIS OF, following tendon injury, repair or graft	These items are applicable for freeing tendons from scar following previous surgery or trauma. They are not indicated in an acute hand injury. ML545 cannot be claimed in conjunction with release of trigger finger.
46504	ML765	NEUROVASCULAR ISLAND FLAP, for pulp innervation	These items are only to be used for a heterodigital neurovascular island flap used to resurface pulp loss (e.g. Littler flap, first dorsal metacarpal artery or Kite flap).
46513/ 46516	ML795	Digital nail of finger or thumb removal of	This item should not be used in association with nailbed repair (46486/ML665 or 46489/ML675)
46516	ML805	DIGITAL NAIL OF FINGER OR THUMB, removal of in the operating theatre of a hospital or approved day hospital facility	This item is not to be used in association with primary or secondary nail bed repair (46486,46489/ML665,ML675)
46522	ML825	FLEXOR TENDON SHEATH OF FINGER OR THUMB – open operation and drainage for infection	This item is applicable only for drainage of suppurative flexor tenosynovitis It does not apply to washout of flexor sheath in acute injury.
45206	MP025	Distal PHALANX of FINGER or THUMB treatment of by open reduction	This item is not appropriate to be used in conjunction with 46486 (ML665) where a distal tuft fracture is manipulated into position.

<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
47920	MR088	BONE GROWTH STIMULATOR, insertion of	This is only indicated where a mechanical bone growth stimulator has been inserted. It is not for the insertion of OP1 or other bone morphogenic proteins in the setting of hand surgery
47921	MR090	ORTHOPAEDIC PIN OR WIRE, insertion of, as an independent procedure	This item cannot be claimed when the k-wire has been used as part of fracture fixation.
47927	MR110	BURIED WIRE, PIN OR SCREW, 1 or more of, which were inserted for internal fixation purposes, removal of, in the operating theatre of a hospital or approved day hospital facility – per bone	This item applies for removal of buried k-wire. Where a k-wire or wires cross more than 2 bones, only 1 item number is claimable.
48400	MS005	PHALANX, METATARSAL, ACCESSORY BONE OR SESAMOID BONE, osteotomy or osteectomy of, excluding services to which Item MX660 or MX670 applies	This item is only applicable to sesamoidectomy.
48406	MS025	FIBULA, RADIUS, ULNA, CLAVICLE, SCAPULA (other than acromion), RIB, TARSUS OR CARPUS, osteotomy or osteectomy of	This item is the appropriate number for excision of the pisiform. This item is not appropriate for simple removal of bone prominence, osteophytes or small quantities of excess bone.
49212	MU470	WRIST, arthrotomy of	This item is not to be used in conjunction with excision of primary or recurrent wrist ganglia. (46500,46503/ML725,ML755)
50106	MY035	JOINT, stabilisation of, involving 1 or more of: repair of capsule, repair of ligament or internal fixation, not being a service to which another item in this Group applies	This item is applicable for stabilization of CMC joints only.

**Additional assistance:**

- Where questions arise in individual clinical situations supply of additional information will be considered to assist in determinations.
- In an open fracture wound that requires debridement, a 50% loading for open fracture fixation can be applied. Debridement item 30023/EA075 is not to be used when applying this loading
- After hours loading for cases only applies when a surgeon is called back to perform a procedure(s) in isolation rather than for cases scheduled after 6.00 pm on a weekday or a routine weekend operating list.

**Requirements for claims for payment**

All claims for payment will need to be accompanied by the following

- Detailed operation record including a description of the initial injury, structures that were repaired including the anatomic location and technique of repair.
- Usage of any of the restricted item numbers (Table 2) should be accompanied by clinical justification in order to process the claim.
- For any proposed surgery – a list of proposed applicable item numbers will need to be provided prior to approval being given.
- WorkCover reserves the right to insist on independent clinical assessment prior to the payment of invoices and approvals for surgical procedures.

**WORKERS COMPENSATION ACT 1987**

(SURGEON FEES) ORDER 2011 (No. 2)  
under the Workers Compensation Act 1987

I, JULIE NEWMAN A/Chief Executive Officer of the WorkCover Authority of New South Wales, make the following Order pursuant to section 61 (2) of the Workers Compensation Act 1987.

Dated this 11th day of January 2011.

JULIE NEWMAN,  
A/Chief Executive Officer,  
WorkCover Authority

Explanatory Note

Treatment by a medical practitioner who is a surgeon is a medical or related treatment covered under the Workers Compensation Act 1987. This Order sets the maximum fees for which an employer is liable under the Act for treatment by a surgeon of an injured worker's work-related injury.

(Note: Treatment by an orthopaedic surgeon is covered by the Workers Compensation (Orthopaedic Surgeon Fees) Order 2011. However, maximum fees under this Order may apply to procedures carried out by an orthopaedic surgeon which are covered by the Workers Compensation (Orthopaedic Surgeon Fees) Order 2011).

The effect of the Order is to prevent a surgeon from recovering from the injured worker or employer any extra charge for treatments covered by the Order.

The Order adopts the items listed as Surgical Procedures in the List of Medical Services and Fees published by the Australian Medical Association (AMA).

To bill an AMA item number a surgeon must be confident they have fulfilled the service requirements as specified in the item descriptor. Where a comprehensive item number is used, separate items should not be claimed for any of the individual items included in the comprehensive service.

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All surgical invoices must be accompanied by a detailed operation report clearly outlining the mechanism of injury, intra-operative findings and the procedures performed.

The incorrect use of AMA items can result in penalties, including the medical provider being asked to repay monies to WorkCover that the provider has incorrectly received.

**Workers Compensation (Surgeon Fees) Order 2011 (No. 2)**

**1. Name of Order**

This Order is the Workers Compensation (Surgeon Fees) Order 2011 (No. 2).

**2. Commencement**

This Order commences on 1 January 2011.

**3. Definitions**

In this Order (including Schedule A):

*the Act* means the Workers Compensation Act 1987.

*Aftercare visits* has the same meaning as in the AMA List and is covered by the surgical procedure fee during the first six weeks following the date of surgery or until wound healing has occurred. However unrelated visits or incidental reasons for visits that are not regarded as routine aftercare should be explained with accounts rendered. The consulting surgeon will issue a "certificate" detailing the worker's fitness for work and anticipated aftercare, on discharge from hospital or after the first post injury consultation.

*After hours consultations* means call-outs to a public or private hospital or a private home for urgent cases before 8.00am or after 6:00pm. This fee is not to be utilised where a consultation is conducted for non-urgent cases outside of these hours.

*Assistant at operation* means a medical practitioner but only where an assistant's fee is allowed for in the Commonwealth Medical Benefits Schedule or where indicated in the WorkCover schedule or approved in advance by the insurer.

In accordance with NSW health policy (File No. C17061), assistant fees cannot be charged for WorkCover cases performed in a public hospital when the assistant is a registrar. If the registrar is on rotation to an approved private hospital training rotation, the relevant assistant fee may be charged. Payment of these fees is to be directed into a hospital or departmental trust fund account and the invoice should include details of this account. Workcover reserves the right to conduct an audit of assistant fee payments to ensure their proper distribution into the named trust fund.

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**GST Law** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 of the Commonwealth.

**Initial consultation and report** covers the first consultation and the report to the referring General Practitioner and insurer.

The report will contain:

- the patient’s diagnosis and present condition;
- the patient’s likely fitness for pre-injury work or for alternate duties;
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- collateral conditions that are likely to impact on the management of the worker’s condition (in accordance with privacy considerations).

Receipt of this information and “certificates” post treatment will provide sufficient information for insurers, employers and rehabilitation providers to develop management plans.

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**Medical practitioner** means a person registered under the Health Practitioner Regulation National Law (NSW) No 86a in the medical profession.

**Multiple operations or injuries** refers to situations that require two or more operations or for the treatment of two or more injuries carried out at the same time. The fee for the main operation or injury is to be paid in full as per Schedule A and 75% of the charge specified in Schedule A for each additional operation or injury is payable, unless specifically listed in the Schedule as a multiple procedure item.

**Opinion on file request** includes retrieval of a file from whatever source, reading time, and reporting where a request for such an opinion has been made in writing to the surgeon by the insurer/lawyer. Fees for this service will not be pre-paid in whole or part.

**Revision surgery** refers to a procedure carried out to revise earlier surgery. This attracts a fee of 50% of the amount for the principal procedure in the initial surgery and the fee payable for the new procedure, except where the new procedure is specified as a revision procedure in the AMA list.

**Surgical procedures** are those listed in the AMA list but do not include the cost of bandages, dressings, plaster of Paris bandages, splints, metallic fixation agents, and prosthetic implants which may be charged in addition to the fee set out in the Schedule A, if purchased by the surgeon. The fee for surgical procedures includes aftercare visits.

**Subsequent consultation** is a consultation not included in the normal aftercare that applies following surgery. The cost of the latter is included in the fee for the surgical procedure.

**Surgeon** means a medical practitioner who is currently a Fellow of the Australasian College of Surgeon or who is recognised by Medicare Australia as a specialist. It includes a surgeon who is a staff member at a public hospital providing services at the hospital.

#### 4. Application of Order

This Order applies to treatment provided on or after the commencement date of this Order, whether it relates to an injury received before, on or after that date.

#### 5. Revocation of previous order

The Workers Compensation (Surgeon Fees) Order 2011 is repealed.

#### 6. Maximum fees for treatment by surgeon

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a surgeon, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 3 of that Schedule.
- (2) A fee charged by a surgeon for a patient’s treatment (including the management of fractures and other conditions) will be in addition to the fee in Schedule A for the original examination and report.

#### 7. Billing items for hand surgery (Schedule B)

Schedule B provides guidelines for billing items used in hand and wrist surgery only:

Table 1 details items that are not applicable to hand surgery procedures.

Table 2 details items with restricted application for hand surgery and where clinical justification is required that they are reasonably necessary given the circumstances of the case.

**8. GST**

An amount fixed by this Order is exclusive of GST. An amount fixed by this Order may be increased by the amount of any GST payable in respect of the service to which the cost relates, and the cost so increased is taken to be the amount fixed by this Order. This clause does not permit a medical practitioner to charge or recover more than the amount of GST payable in respect of the service to which the cost relates.

SCHEDULE A  
Maximum fees for surgeon

<i>Item</i>	<i>Column 1 Type of service</i>	<i>Column 2 AMA Item(s)</i>	<i>Column 3 Maximum amount</i>
<u>Consultations</u>			
1.	Initial consultation and report	AC500 (MBS 104) AC600 (MBS6007)	\$270.00
2.	Extended initial consultation and report	AC500 (MBS104) AC600 (MBS6007)	\$372.00
3.	Subsequent consultation	AC510 (MBS 105) AC610 (MBS6009)	\$186.00
4.	After hours consultation		\$156.00 in addition to consultation fee
<u>Procedures</u>			
5.	Surgical procedures	EA010 (MBS 30001) to MY115 (MBS 50130)	150% of AMA Schedule
6.	Instrument fee	WCO003	\$186.00
7.	Assistant at operation	MZ900	\$312.00 or 20% of the fee for surgical procedures where the assistant fee applies, whichever is greater
8.	Multiple operations or injuries		Primary operation is to be paid in full, and additional operations at 75% of scheduled fee
9.	Aftercare visits		As per AMA Schedule
<u>Insurer/lawyer requests</u>			
10.	Opinion on file request		\$186.00
11.	Telephone requests		\$36.00 per 3-5 minute phone call
12.	Lost reports and reprints		\$126.00 per report
13.	Treating specialist reports (where additional information that is not related to the routine injury management of the patient, is requested by either party to a potential or current dispute).		Please refer to the Workplace Injury Management and Workers Compensation (Medical Examinations and Reports) Order 2011 Schedule 2
14.	Fees for providing copies of clinical notes and records		Please refer to the Workers Compensation (Medical Practitioners Fees) Order 2011 – Section 5 (5))



SCHEDULE B  
Billing items used in hand surgery

Table 1 : Item numbers and descriptors no longer applicable to hand surgery procedures

<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Reason for decline</i>
Nil	CV233 CV082	INJECTION OF AN ANAESTHETIC AGENT, ulnar, radial or median nerve of main trunk, one or more of, not being associated with a brachial plexus block MINOR NERVE BLOCK (specify type) to provide post operative pain relief (this does not include subcutaneous infiltration)	The MBS does not allow a claim for nerve blocks performed as a method of postoperative analgesia. Infiltration is included in both the anaesthetic schedule AND in the surgical item number fee if performed by the surgeon. This item can only be used in circumstances where a formal nerve block is performed by the surgeon as the only form of anaesthesia and no charge is raised for another anaesthetic service.
45051	MG540	CONTOUR RECONSTRUCTION for pathological deformity, insertion of foreign implant (non biological but excluding injection of liquid or semisolid material) by open operation	This relates to the insertion of foreign implant for pathological deformity by an open operation i.e. facial reconstruction and was not intended for usage in hand surgery.
45445	MH480	FREE GRAFTING (split skin) as inlay graft to 1 defect including elective dissection using a mould (including insertion of and removal of mould)	The appropriate item number is 45448, MH490.
47954	MR170	TENDON, repair of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
47966	MR210	TENDON OR LIGAMENT TRANSFER, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
47969	MR220	TENOSYNOVECTOMY, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
47972	MR230	TENDON SHEATH, open operation for teno-vaginitis, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
48403	MS015	PHALANX OR METATARSAL, osteotomy or osteectomy of, with internal fixation	This item is from the orthopaedic group of item numbers and relates to foot surgery only. There already exist appropriate item numbers in the hand surgery section.
50103	MY015	JOINT, arthrotomy of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
50104	MY025	JOINT, synovectomy of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
50109	MY045	JOINT, arthrodesis of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
50127	MY105	JOINT OR JOINTS, arthroplasty of, by any technique not being a service to which another item applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.

<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Reason for decline</i>
60506	OF820	FLUOROSCOPY using a mobile image intensifier, in conjunction with a surgical procedure lasting less than 1 hour, not being a service to which another item in this table applies (R)	This item cannot be claimed for use of image intensification when operated by the surgeon in the absence of a radiographer.
60509	OF824	FLUOROSCOPY using a mobile image intensifier, in conjunction with a surgical procedure lasting 1 hour or more, not being a service associated with a service to which another item in this table applies (R)	This item cannot be claimed for use of image intensification when operated by the surgeon in the absence of a radiographer.
	900001	Workcover certificate	This is for general practitioners and not treating specialists.

Table 2: Item numbers with restricted application for hand surgery – clinical justification required

<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
105	AC510	Each attendance SUBSEQUENT to the first in a single course of treatment	Follow up consultations will not be paid within the 6 week period following a procedure as this is included in normal aftercare.
30023	EA075	WOUND OF SOFT TISSUE, traumatic, deep or extensively contaminated, debridement of, under general anaesthesia or regional or field nerve block, including suturing of that wound when performed (Assist.)	This item applies to heavily contaminated wounds and removal of devitalized tissue in deep wounds. The majority of clean lacerations in acute hand injuries will attract item number EA095/30029. Debridements are also not applicable when removing percutaneous wire fixation. There will be a limit of one debridement per digit.
30029	EA095	SKIN AND SUBCUTANEOUS TISSUE OR MUCOUS MEMBRANE, REPAIR OF WOUND OF, other than wound closure at time of surgery, not on face or neck, small (NOT MORE THAN 7CM IN LENGTH), involving deeper tissue, not being a service to which another item in Group 3.4 applies.	This item is for use in wound suture when no other vital tissue is involved. It cannot be used in conjunction with 30023 (EA075) for the same wound/zone of injury, nor when repair of a deeper structure is also performed and claimed for.
30223	EA755	LARGE HAEMATOMA, LARGE ABSCESS, CARBUNCLE, CELLULITIS OR SIMILAR LESION, requiring admission to hospital or day-hospital facility, INCISION WITH DRAINAGE OF (excluding aftercare)	This item cannot be used in conjunction with 30023 (EA075) for the same wound/zone of injury.
30238	EA825	FASCIA, DEEP, repair of, FOR HERNIATED MUSCLE	This item is rarely indicated and cannot be used in conjunction with: 30023 (EA075), 47975 (MR240), 47978 (MR250), 47981 (MR260).
39324	LN790	NEURECTOMY, NEUROTOMY or removal of tumour from superficial peripheral nerve, by open operation	This item cannot be used additionally in conjunction with nerve repair/neurolysis/ nerve grafting in the setting of secondary nerve surgery.



<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
39330	LN810	NEUROLYSIS by open operation without transposition, not being a service associated with a service to which Item TLN740 applies	<p>This item is not for the identification of nerves during surgical exposure. It is not to be used in combination with LN700.</p> <p>This item is not to be used in conjunction with MU400: Wrist carpal tunnel release (division of transverse carpal ligament) by open procedure. However, LN810 and MU400 can be used together for combined open carpal tunnel release and cubital tunnel release surgery.</p> <p>This item is not to be used in conjunction with ML235 Tendon sheath of hand/wrist open operation for stenosing tenovaginitis.</p>
39312	LN 740	NEUROLYSIS, internal (interfascicular) neurolysis of using microsurgical techniques	<p>This item is never indicated in acute trauma. It is rarely indicated in elective surgery and is reserved for use in revision nerve decompression surgery. This item is not to be used in conjunction with MU400: Wrist carpal tunnel release (division of transverse carpal ligament), by open procedure.</p>
45203	MH115	SINGLE STAGE LOCAL FLAP, where indicated to repair 1 defect, complicated or large, and excluding flap for male pattern baldness and excluding H-flap or double advancement flap	<p>This item is rarely indicated in the hand and wrist as a large defect will not be readily amenable to a local flap reconstruction. It is not to be used for suturing of traumatic skin flaps.</p>
45206	MH125	SINGLE STAGE LOCAL FLAP where indicated to repair 1 defect, on eyelid, nose, lip, ear, neck, hand, thumb, finger or genitals, excluding H-flap or double advancement flap	<p>This item can only be used once for a z-plasty.</p>
45500	MJ025	MICROVASCULAR REPAIR using microsurgical techniques, with restoration of continuity of artery or vein of distal extremity or digit	<p>This item relates to microvascular repair of an artery or vein. This item will not be paid for repair of dorsal veins with volar skin intact, branches of digital arteries, branches of radial/ulnar vessels and venae comitantes of major arteries.</p> <p>Microvascular repairs distal to the metacarpophalangeal joint will also require clinical documentation of appropriate surgical technique utilising an operating microscope.</p>
45501/ 45502	MJ030/ MJ035	MICROVASCULAR ANASTOMOSIS of artery using microsurgical techniques, for re-implantation of limb or digit/ MICROVASCULAR ANASTOMOSIS of vein using microsurgical techniques, for re-implantation of limb or digit	<p>These items specifically relate to replantation of limb and digit i.e. The amputated portion must be completely detached.</p>
45503	MJ045	MICRO-ARTERIAL or MICRO-VEINOUS graft using microsurgical techniques	<p>This item includes the remuneration for harvesting the graft and performing any microvascular anastomoses to the graft.</p>

<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
45515	MJ075	SCAR, other than on face or neck, NOT MORE THAN 7 CMS IN LENGTH, revision of, as an independent procedure, where undertaken in the operating theatre of a hospital or approved day hospital facility or where performed by a specialist in the practice of his or her specialty	This item cannot be used in conjunction with other items e.g. nerve repair, tendon repair, flap repair (i.e. intended to be an independent procedure).
45563	MJ245	NEUROVASCULAR ISLAND FLAP, including direct repair of secondary cutaneous defect if performed, excluding flap for male pattern baldness	This item is for a true island flap, elevated on a neurovascular pedicle for an existing traumatic defect. This item is not to be claimed for VY advancement flaps where 45206/MH125 is applicable.
46325	ML105	CARPAL BONE replacement or resection arthroplasty using adjacent tendon or other soft tissue including associated tendon transfer or realignment when performed	This item is primarily intended for use in reconstruction for basal thumb arthritis. It is not approved for excision of the pisiform.
46327	ML115	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, arthroscopy of	This item is not to be used in addition to 30023 (EA075) when arthroscopy is performed to facilitate joint lavage within an open wound.
46330	ML125	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, ligamentous or capsular repair with or without arthroscopy	This item is only permitted for repair of named ligaments where preoperative or intraoperative findings document significant joint instability.
46333	ML135	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, ligamentous repair of using free tissue graft or implant	This item is only permitted for repair of named ligaments using free grafts or alloplast where preoperative or intraoperative findings document significant joint instability.
46336	ML145	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, synovectomy, capsulectomy or debridement of, not being a service associated with any other procedure related to that joint	This item cannot be claimed in conjunction with any other item or procedure related to the joint. This item cannot be used in conjunction with 30023 (EA075).
46339	ML155	EXTENSOR tendons or FLEXOR tendons of hand or wrist synovectomy of	This item is not indicated for use with surgery for de Quervain's tenosynovitis 46363 (ML235) and is rarely indicated in routine carpal tunnel surgery.
46396	ML345	PHALANX or METACARPAL of the hand, osteotomy or osteectomy of	This item is applicable for removing excess bone formation in an intact bone. This is no longer to be applied to removal of loose pieces of bone in trauma or bone shortening for terminalisation or replantation. This is part of the debridement and is included in EA075/30023 if applicable.
46420	ML425	Extensor tendon or hand or wrist, primary repair	This item should not be claimed for repair of an extensor tendon split as part of access to phalangeal fractures/osteotomies.
46438	ML485	MALLET FINGER, closed pin fixation of	This item is not to be used in conjunction with 47300 (MP005)

<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
46450/ 46453	ML535/ ML545	EXTENSOR TENDON, TENOLYSIS OF, following tendon injury, repair or graft FLEXOR TENDON, TENOLYSIS OF, following tendon injury, repair or graft	These items are applicable for freeing tendons from scar following previous surgery or trauma. They are not indicated in an acute hand injury. ML545 cannot be claimed in conjunction with release of trigger finger.
46504	ML765	NEUROVASCULAR ISLAND FLAP, for pulp innervation	These items are only to be used for a heterodigital neurovascular island flap used to resurface pulp loss (e.g. Littler flap, first dorsal metacarpal artery or Kite flap).
46513/ 46516	ML795	Digital nail of finger or thumb removal of	This item should not be used in association with nailbed repair (46486/ML665 or 46489/ML675)
46516	ML805	DIGITAL NAIL OF FINGER OR THUMB, removal of in the operating theatre of a hospital or approved day hospital facility	This item is not to be used in association with primary or secondary nail bed repair (46486,46489/ML665,ML675)
46522	ML825	FLEXOR TENDON SHEATH OF FINGER OR THUMB – open operation and drainage for infection	This item is applicable only for drainage of suppurative flexor tenosynovitis. It does not apply to washout of flexor sheath in acute injury.
45206	MP025	Distal PHALANX of FINGER or THUMB treatment of by open reduction	This item is not appropriate to be used in conjunction with 46486 (ML665) where a distal tuft fracture is manipulated into position.
47920	MR088	BONE GROWTH STIMULATOR, insertion of	This is only indicated where a mechanical bone growth stimulator has been inserted. It is not for the insertion of OP1 or other bone morphogenic proteins in the setting of hand surgery
47921	MR090	ORTHOPAEDIC PIN OR WIRE, insertion of, as an independent procedure	This item cannot be claimed when the k-wire has been used as part of fracture fixation.
47927	MR110	BURIED WIRE, PIN OR SCREW, 1 or more of, which were inserted for internal fixation purposes, removal of, in the operating theatre of a hospital or approved day hospital facility – per bone	This item applies for removal of buried k-wire. Where a k-wire or wires cross more than 2 bones, only 1 item number is claimable.
48400	MS005	PHALANX, METATARSAL, ACCESSORY BONE OR SESAMOID BONE, osteotomy or osteectomy of, excluding services to which Item MX660 or MX670 applies	This item is only applicable to sesamoidectomy.
48406	MS025	FIBULA, RADIUS, ULNA, CLAVICLE, SCAPULA (other than acromion), RIB, TARSUS OR CARPUS, osteotomy or osteectomy of	This item is the appropriate number for excision of the pisiform. This item is not appropriate for simple removal of bone prominence, osteophytes or small quantities of excess bone.
49212	MU470	WRIST, arthrotomy of	This item is not to be used in conjunction with excision of primary or recurrent wrist ganglia. (46500,46503/ML725,ML755)
50106	MY035	JOINT, stabilisation of, involving 1 or more of: repair of capsule, repair of ligament or internal fixation, not being a service to which another item in this Group applies	This item is applicable for stabilization of CMC joints only.

**Additional assistance:**

1. Where questions arise in individual clinical situations supply of additional information will be considered to assist in determinations.
2. In an open fracture wound that requires debridement, a 50% loading for open fracture fixation can be applied. Debridement item 30023/EA075 is not to be used when applying this loading.
3. After hours loading for cases only applies when a surgeon is called back to perform a procedure(s) in isolation rather than for cases scheduled after 6.00 pm on a weekday or a routine weekend operating list.

**Requirements for claims for payment**

All claims for payment will need to be accompanied by the following:

1. Detailed operation record including a description of the initial injury, structures that were repaired including the anatomic location and technique of repair.
2. Usage of any of the restricted item numbers (Table 2) should be accompanied by clinical justification in order to process the claim.
3. For any proposed surgery – a list of proposed applicable item numbers will need to be provided prior to approval being given.
4. WorkCover reserves the right to insist on independent clinical assessment prior to the payment of invoices and approvals for surgical procedures.

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# PRIVATE ADVERTISEMENTS

## COUNCIL NOTICES

### CARRATHOOL SHIRE COUNCIL

Roads Act 1993, Roads (General) Regulation 2008  
Part 2 – Roads, Division 2

#### Roads Renaming

NOTICE is hereby given that Carrathool Shire Council, pursuant to the aforementioned Act and Regulation, has named the roads described hereunder for gazettal in the Shire of Carrathool.

These names have been approved by the Geographical Names Board. Those that have not been approved have been removed hence the several blank spaces amongst the list. Some of these are road names which have been in existence for a considerable amount of time which Council does not want to change and some are in negotiation with Council for name changes.

#### List of Local Roads within Carrathool Shire Council

Road No.	Road Name	Road No.	Road Name
102	Alexanders Road	180	McDonalds Road
103	Altys Road	181	McGills Road
105		182	McKays Road
104		183	McKenzies Lane
106	Arcadia Lane	184	McKinley Road
107	Audrey Lea Road	185	McMasters Road
108	Avondale Road	186	McRaes Road
109	Back Hillston Road	187	Melbergen Road
110	Bakers Road	266	Mena Road
112	Barrys Road	190	Merriwagga Road
113	Barrys Scenic Drive	188	Merrondale Lane
114	Belaley Road	191	Merungi Road
115	Berangerine Road	192	Merungle Road
116	Billings Road	193	
118	Black Stump Road	195	Moores Road
117	Blackgate Road	196	Motts Road
119	Booligal Road	198	Mount Daylight Road
120	Boorga Road	199	Muirheads Road
121	Bradys Road	200	Munros Road
122	Bretags Road	201	Murrumbidgee River Road
123		203	Nancarrows Lane
124	Bringagee Road	205	Norwood Lane
125		206	OBriens Road
126	Bunda Road	207	
127	Burchers Road	209	Old Gunbar Road
128	Burgess Lane	210	Parkers Road
129	Cahills Road	211	Parrs Road
130	Cameron Road	212	Parslows Road
240	Campbell Lane	213	Parsons Road
133	Cannards Road	214	Paton Road
132	Carnells Road	215	Peters Road
134	Carrathool Road	216	Pinteebakana Road
135	Carrego Lane	217	Pleasant Valley Road
136	Chedburgh Road	218	Prestages Road
137	Coates Lane	219	Pulletop Road
138	Coombie Road	220	Ravenshaw Road
139	Crows Nest Road	221	Redbank Road
140	Darts Road	222	Reids Road
141	Dirrung Road	223	Richards Road
142	Dumossa Road	224	Roberts Road

143	Eight Mile Tank Road	225	Roto Road
144	Erigolia Road	226	Ryans Road
146	Euratha Road	227	Sawmill Road
147	Five Oaks Road	228	Schmetzers Lane
148	Flanagans Lane	229	Schneiders Road
149	Foys Road	231	Simpkins Lane
150	Gandys Road	232	Sloanes Road
151	Garrong Road	233	Square Well Lane
153	Girdlers Road	234	Stackpoole Road
154	Goorawin East Road	235	Stewarts Lane
155	Goorawin Road	236	Streets Road
156	Greenhills Road	237	Swansons Road
157	Grieves Road	238	Taylor's Road
158	Gullifers Road	239	The Bluff Road
159	Gunbar Road	241	Trida Road
160	Halcyon Park Road	243	Tyson's Road
161	Heaths Road	244	Vaggs Road
162	Higgins Lane	245	Vearings Road
163	Hillmans Lane	246	Wakefield Road
164	Holdens Road	247	Wallanthery Road
165	Huxleys Road	248	Wandella Road
166	Ilkadoon Road	249	Wantwood Road
167		230	Warburtons Lane
168	Jennings Road	250	Watkins Road
169	Johnstons Road	251	Watsons Road
170	Jones Road	252	Weavers Road
171	Killara Road	253	Wee Elwah Road
172	Kites Road	254	Wells Road
173	Lachlan River Road	255	West's Road
174	Langtree Road	257	Whitton Stock Route Road
175	Lowlands Road	258	Wild Horse Tank Road
176	Luelfs Road	259	Wiltshire Road
177	Mallee Downs Road	260	Wollarna Road
178	Mallee Point Road	261	Wongalea Road
179	Matakana Road	262	Woods Lane
		264	Youngs Road

#### Regional Roads

Road No.	Road Name
MR7606	Tabbita Lane
MR244	Tabbita Lane
MR501	Lachlan Valley Way
MR80	Mossgiel Road

Authorised by resolution of Council on 21 December 2010. No objections to the above road names were received within the prescribed period of time. The above road names have been advertised and notified. KEN CROSKELL, General Manager, Carrathool Shire Council, Cobram Street (PO Box 12), Goolgowi NSW, 2652. [5653]

### COOLAMON SHIRE COUNCIL

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

#### Erratum

THE Coolamon Shire Council notice published in the *NSW Government Gazette* No. 92 of 16 July 2010, Folio 3567, should not have been published. This erratum now revokes this notice. [5654]



**COROWA SHIRE COUNCIL**

Roads Act 1993, Section 162

## Naming of Roads

NOTICE is hereby given that the Corowa Shire Council, in pursuance with section 162 and the Roads Act 1993 and Part 2 of the Roads (General) Regulation 2008 has approved the road(s) new or re naming for gazettal:

*Previous Old Road Name/Location*      *New Road Name*

Unnamed public road linking Hopefield Road and Balldale Road running from the North of DP 753734/278 until North of DP 753754/2 for a distance of 3440 metres.

Pastoria Park Road

Unnamed public road between Savernake Road and Tocumwal Road running from the South of DP 134511/5 until the South of DP 598760/2 for a distance of 2180 metres.

Lambruck Lane

Unnamed public road West of Savernake Road and North of Sloane Siding Road running from the North of DP 752300/20 for a distance of 3043 metres.

Dicks Plain Road

Public road locally known as Hunters Road it is between Hopefield Road and Mahonga Lane running for a distance of 1692 metres.

Hunters Road

Public road locally known as C. Smiths Lane it is between Tom Roberts Road and Woodlands Road running for a distance of 1980 metres.

Burratine Road

No objections to the above proposed new road names were received within the prescribed period of time. BRUCE CORCORAN, General Manager, Corowa Shire Council, PO Box 77, Corowa NSW 2646. [5655]

**FORBES SHIRE COUNCIL**

Roads Act 1993

## Naming of Public Road

NOTICE is hereby given that the Forbes Shire Council, in pursuance of section 162 of the Roads Act 1993, proposes to rename the road as shown hereunder:

*Present Name*      *Proposed Name*

Doakey Drive (commencing at Newell Highway North/Parkes Road to Ernie Hodges Road (11.2 km in length) in the locality of Daroobalgie)

Ashburnham Road

Authorised by resolution of Council on 16 December 2010. C. BYWATER, General Manager, Forbes Shire Council, PO Box 333, Forbes NSW 2871. [5656]

**PORT STEPHENS COUNCIL**

Roads Act 1993, Section 16

## Declaration of Land as Public Road

NOTICE is hereby given that pursuant to section 16 Road Act 1993, that Port Stephens Council dedicates as public road the lands described in the Schedule below. Dated at Raymond Terrace this day 14th January 2011. P. GESLING, General Manger, Port Stephens Council PO Box 42 Raymond Terrace NSW 2324. (Council file A2004-0237).

## SCHEDULE

Those Avenues, Walks, Hexagon, Roads, Views, Nooks, Parades, Drives, Groves, Crescent, Boulevards, Ways, Tracks, Streets, Lanes and Pathways at Tanilba Bay shown in Deposited Plan 10716. [5657]

**PORT STEPHENS COUNCIL**

Local Government Act 1993, Section 50

## Vesting of Drainage Reserves

IN the subdivision of land within the Port Stephens Council area, the land described in the schedule hereunder is marked "Main Campvale Drain" and reserved from sale in DP 17437. Port Stephens Council is entitled under the Local Government Act 1993, to require the transfer of subject lands, now it is hereby notified under the provisions of section 50 (4) of the Local Government Act 1993, that such land is vested in Port Stephens Council. P. GESLING, General Manger, Port Stephens Council PO Box 42 Raymond Terrace NSW 2324. (Council file A2004-0947).

## SCHEDULE

Lot 1, DP 1151609 being residue of land in Certificate of Title Volume 1531 Folio 184. [5658]

**ESTATE NOTICES**

NOTICE of intended distribution of estate. – Any person having any claim upon the estate of LESLIE NELSON BAIN, late of Room 89, Nuffield Village, 1 Gough Drive, Castle Hill, in the State of New South Wales, retired arbitration commissioner, who died on 2 June 2010, must send particulars of his claim to the executors, Bruce Nelson Bain and Lynn Maree Davis, c.o. Steve Masselos & Co., Solicitors, PO Box A988, Sydney South NSW 1235, within one (1) calendar month from the publication of this notice. After that time the executors may distribute the assets of the estate having regard only to the claims of which at the time of distribution they have notice. Probate was granted in New South Wales on 19 November 2010, as number 2010/333837. STEVE MASSELOS & CO., Solicitors, 2nd Floor, 114-120 Castlereagh Street, Sydney NSW 2000 (PO Box A988, Sydney South 1235), (DX 305, Sydney), tel.: (02) 8268 3200. [5659]

NOTICE of intended distribution of estate. – Any person having any claim upon the estate of WILLIAM HARE, late of Thomas Holt Village, Sutherland, formerly of 163 Forest Road, Gymea, in the State of New South Wales, who died on 14 September 2010, must send particulars of the claim to the executor, Robert John Hare, c.o. Denis M. Anderson, Solicitor, 10 Regent Street, Kogarah NSW 2217, within one (1) calendar month from publication of this notice. After that time the executors may distribute the assets of the estate having regard only to the claims of which at the time of distribution he has notice. Probate was granted in New South Wales on 5 January 2011. DENIS MANNING ANDERSON, Solicitor, 10 Regent Street, Kogarah NSW 2217 (PO Box 148, Kogarah 1485), tel.: (02) 9587 0440. [5660]

NOTICE of intended distribution of estate. – Any person having any claim upon the estate of GLADYS MARGARET HORAN, late of Bondi, charity worker, in the State of New South Wales, who died on 13 September 2010, must send particulars of their claim to the executors, Michael Francis Smith and Denise Mary Hodge, care of Newnhams Solicitors, 233 Castlereagh Street, Sydney, within one calendar month from publication of this notice. After that time the executors may distribute the assets of the estate having regard only to the claims of which at the time of distribution they have notice. Probate was granted in New South Wales on 22 December 2010. NEWNHAMS SOLICITORS, Level 7, 233 Castlereagh Street, Sydney NSW 2000, tel.: (02) 9264 7788. [5661]

## COMPANY NOTICES

NOTICE of final meeting. – JUNE CANN MANAGEMENT PTY LTD, ACN 001 250 568 (in voluntary liquidation). – Notice is hereby given that a general meeting of members of the abovenamed company will be held Wednesday, 25 January 2011 at Suite 7, 1A Greengate Road, Killara at 10.00 am. Agenda: to hold the final meeting of the company and receive an account of how the winding-up has been conducted. Dated: 23 December 2010. By order of the board. GRAEME JOHN HONOUR, Liquidator, Suite 7, 1A Greengate Road, Killara NSW 2071, tel.: (02) 9498 7511. [5662]

NOTICE of members' final meeting. – KEENSALE PTY LTD (in liquidation). – Notice is hereby given that in the terms of section 509 of the Corporations Law a final general meeting of the company will be held at the offices of the liquidator, 154 Elizabeth Street, Sydney on 4 February 2011 at 9.00 am for the purpose of having laid before it by the liquidator an account showing how the winding-up has been conducted and the property of the Company was disposed. COLIN J. WILSON, Wilson Porter Services Pty, Liquidators, Level 2, 154 Elizabeth Street, Sydney NSW 2000. [5663]

NOTICE of appointment as liquidator. – YEOVAL COMMUNITY HOSPITAL CO-OPERATIVE LIMITED. – Take notice that following upon the approval given by the Registrar of Co-operatives in relation to the abovementioned co-operative, the undersigned was on 21 December 2010 appointed as the members' voluntary liquidator of the co-operative. Dated: 6 January 2011. PAUL JAMES CAMPION, 10 Bank Street, Wellington NSW 2820. [5664]



