



# Government Gazette

OF THE STATE OF  
NEW SOUTH WALES

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## LEGISLATION

### Online notification of the making of statutory instruments

Week beginning 12 December 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

Personal Property Securities (Commonwealth Powers) Amendment Act 2009 No 103 (2011-660) — published LW 16 December 2011

Personal Property Securities Legislation Amendment Act 2010 No 57 (2011-661) — published LW 16 December 2011

Redfern–Waterloo Authority Repeal Act 2011 No 61 (2011-675) — published LW 16 December 2011

Statute Law (Miscellaneous Provisions) Act (No 2) 2010 No 119 (2011-662) — published LW 16 December 2011

Thoroughbred Racing Amendment Act 2011 No 47 (2011-663) — published LW 16 December 2011

#### Regulations and other statutory instruments

Civil Procedure Amendment (Retrieval Fees) Regulation 2011 (2011-664) — published LW 16 December 2011

Conveyancing (General) Amendment (Prescribed Authorities) Regulation 2011 (2011-665) — published LW 16 December 2011

Criminal Procedure Amendment (District Court Summary Jurisdiction Fees) Regulation 2011 (2011-666) — published LW 16 December 2011

Criminal Procedure Amendment (Retrieval Fees) Regulation 2011 (2011-667) — published LW 16 December 2011

Dams Safety Amendment (Prescribed Dams) Proclamation 2011 (2011-656) — published LW 16 December 2011

Environmental Planning and Assessment Amendment (Transitional) Regulation 2011 (2011-676) — published LW 16 December 2011

Evidence (Audio and Audio Visual Links) Amendment Regulation 2011 (2011-668) — published LW 16 December 2011

Gas Supply (Consumer Safety) Amendment (Gas Meters) Regulation 2011 (2011-669) — published LW 16 December 2011

Health Services Amendment (SCHN Board Term Extension) Regulation 2011 (2011-670) — published LW 16 December 2011

- Motor Dealers Amendment (Personal Property Securities Register) Regulation 2011 (2011-671) — published LW 16 December 2011
- Public Health Amendment (Notifiable Lead Level) Regulation 2011 (2011-672) — published LW 16 December 2011
- Road Transport (Driver Licensing) Amendment (Temporary Overseas Visitors) Regulation 2011 (2011-673) — published LW 16 December 2011
- Water Management (Application of Act to Certain Water Sources) Proclamation (No 3) 2011 (2011-677) — published LW 16 December 2011
- Water Management (General) Amendment (Water Sharing Plans and Aquifer Interference) Regulation 2011 (2011-678) — published LW 16 December 2011
- Work Health and Safety Regulation 2011 (2011-674) — published LW 16 December 2011

### **Environmental Planning Instruments**

- Kiama Local Environmental Plan 2011 (2011-680) — published LW 16 December 2011
- Lake Macquarie Local Environmental Plan 2004 (Amendment No 57) (2011-657) — published LW 16 December 2011
- Maitland Local Environmental Plan 2011 (2011-681) — published LW 16 December 2011
- Marrickville Local Environmental Plan 2011 (2011-645) — published LW 12 December 2011
- Murray Local Environmental Plan 2011 (2011-682) — published LW 16 December 2011
- Narrabri Local Environmental Plan No 52 (2011-658) — published LW 16 December 2011
- North Sydney Local Environmental Plan 2001 (Amendment No 47) (2011-659) — published LW 16 December 2011
- State Environmental Planning Policy (Major Development) Amendment (UTS Ku-ring-gai Campus) 2011 (2011-679) — published LW 16 December 2011
- Sydney Local Environmental Plan (Harold Park) 2011 (2011-683) — published LW 16 December 2011
- Wentworth Local Environmental Plan 2011 (2011-684) — published LW 16 December 2011

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# Orders

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New South Wales

## Transport Administration (State Transit Authority—Fares) Further Amendment Order 2011

under the

Transport Administration Act 1988

I, Peter Rowley, Chief Executive of the State Transit Authority, in pursuance of section 85 (2) of the *Transport Administration Act 1988*, make the following Order on behalf of the State Transit Authority.

~~Dated, this 8th day of December 2011.~~  
Dated, this 8th day of December 2011.

PETER ROWLEY,  
Chief Executive,  
State Transit Authority

### Explanatory note

The object of this Order is to amend the *Transport Administration (State Transit Authority—Fares) Order 2010 (the Principal Order)* to increase, from 2 January 2012:

- (a) single trip, multi-trip and periodical fares and special sporting and racecourse services fares for State Transit Authority services in the Sydney Suburban Area, and
- (b) bus, intermodal service and intermodal periodical fares for the Authority's services in the Newcastle Suburban Area, and
- (c) the fare for a bus term ticket for school travel in either the Sydney or Newcastle Suburban Area.

In some cases, the fares include fares for services that are provided in conjunction with ferry services provided by Sydney Ferries and rail services provided by RailCorp in the Sydney Suburban Area, and rail services provided by RailCorp in the Newcastle Suburban Area.

The following fares remain unchanged:

- (a) the concession fare for a single trip MyBus 1 ticket (\$1),
- (b) the fare for a Family Funday Sunday ticket (an existing ticket which had not been previously included in the Principal Order) (\$2.50),
- (c) the fare for a pensioner's combined rail/bus/ferry excursion ticket (\$2.50).

Transport Administration (State Transit Authority—Fares) Further Amendment Order 2011

Explanatory note

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The increases are generally in line with movements in the Consumer Price Index since the last time the fares were increased.

This Order also amends the Principal Order to update a reference to a provision relating to government subsidised travel schemes.

This Order is made under the *Transport Administration Act 1988*, including sections 85 (Orders fixing charges) and 87 (General provisions relating to orders fixing charges).

Transport Administration (State Transit Authority—Fares) Further  
Amendment Order 2011

Clause 1

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## **Transport Administration (State Transit Authority— Fares) Further Amendment Order 2011**

under the

Transport Administration Act 1988

### **1 Name of Order**

This Order is the *Transport Administration (State Transit Authority—  
Fares) Further Amendment Order 2011*.

### **2 Commencement**

This Order commences on 2 January 2012 and is required to be  
published in the Gazette.

Transport Administration (State Transit Authority—Fares) Further  
Amendment Order 2011

Schedule 1 Amendment of Transport Administration (State Transit Authority—Fares)  
Order 2010

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## Schedule 1 Amendment of Transport Administration (State Transit Authority—Fares) Order 2010

[1] **Clause 3 Fares**

Omit “section 39 of that Act” from clause 3 (2) (b) (ii).

Insert instead “clause 8 of Schedule 1 to that Act”.

[2] **Schedule 1**

Omit the Schedule. Insert instead:

### Schedule 1 Fares

(Clause 3)

#### Single Trip Fares

	<b>Full fare</b>	<b>Concession</b>
	<b>\$</b>	<b>\$</b>
MyBus 1	2.10	1.00
MyBus 2	3.50	1.70
MyBus 3	4.50	2.20

#### Multi-trip Fares

	<b>Full fare</b>	<b>Concession</b>
	<b>\$</b>	<b>\$</b>
MyBus TravelTen 1	16.80	8.40
MyBus TravelTen 2	28.00	14.00
MyBus TravelTen 3	36.00	18.00

	<b>Full fare</b>	<b>Concession</b>
	<b>\$</b>	<b>\$</b>
MyMulti Day Pass	21.00	10.50

Transport Administration (State Transit Authority—Fares) Further  
Amendment Order 2011

Amendment of Transport Administration (State Transit Authority—Fares) Schedule 1  
Order 2010

	Full fare \$	Concession \$
<b>Weekly Periodical Fares</b>		
MyMulti 1	43.00	21.50
MyMulti 2	51.00	25.50
MyMulti 3	60.00	30.00
<b>Monthly Periodical Fares</b>		
MyMulti 1	164.00	Not applicable
MyMulti 2	194.00	Not applicable
MyMulti 3	232.00	Not applicable
<b>Quarterly Periodical Fares</b>		
MyMulti 1	452.00	Not applicable
MyMulti 2	533.00	Not applicable
MyMulti 3	638.00	Not applicable
<b>Yearly Periodical Fares</b>		
MyMulti 1	1,632.00	Not applicable
MyMulti 2	1,929.00	Not applicable
MyMulti 3	2,311.00	Not applicable
<b>Special (Sporting) Services</b>		
Old RAS Showground (Moore Park), Sydney Cricket Ground or Sydney Football Stadium (single)	3.50	1.70
Old RAS Showground (Moore Park), Sydney Cricket Ground or Sydney Football Stadium (return)	6.10	3.00
<b>Special (Racecourse) Service</b>		
Royal Randwick Racecourse (single)	3.50	1.70
Royal Randwick Racecourse (return)	6.10	3.00

Transport Administration (State Transit Authority—Fares) Further  
Amendment Order 2011

Schedule 1 Amendment of Transport Administration (State Transit Authority—Fares)  
Order 2010

	\$	
<b>Family Funday Sunday</b>		
Family Funday Sunday ticket		2.50
<b>Pensioner Excursion</b>		
Pensioner Excursion ticket		2.50
<b>School Travel</b>		
Bus term ticket for school travel (per term)		48.80
	<b>Full fare</b>	<b>Concession</b>
	<b>\$</b>	<b>\$</b>
Newcastle Multi-Ride 1-Hour bus ticket	3.50	1.70
Newcastle Multi-Ride 4-Hour bus ticket	6.80	3.40
Newcastle Time-Ten Multi-Ride bus ticket	28.30	14.10
Newcastle–Stockton ferry ticket	2.40	1.20
Newcastle Multi-Ride Day bus-ferry ticket	10.30	5.10
Newcastle Orange TravelPass (weekly)	37.00	18.50
Newcastle Orange TravelPass (quarterly)	406.00	Not applicable
Newcastle Orange TravelPass (yearly)	1,477.00	Not applicable
Newcastle Green TravelPass (weekly)	51.00	25.50
Newcastle Green TravelPass (quarterly)	531.00	Not applicable
Newcastle Green TravelPass (yearly)	1,920.00	Not applicable





New South Wales

# Transport Administration (Sydney Ferries—Fares) Further Amendment Order 2011

under the

Transport Administration Act 1988

I, David Callahan, Chief Executive of Sydney Ferries, in pursuance of section 85 (2A) of the *Transport Administration Act 1988*, make the following Order on behalf of Sydney Ferries.

Dated, this 19th day of December 2011.

DAVID CALLAHAN,  
Chief Executive,  
Sydney Ferries

## Explanatory note

The object of this Order is to amend the *Transport Administration (Sydney Ferries—Fares) Order 2010 (the Principal Order)* to increase, from 2 January 2012, multi-trip intermodal and periodical fares for Sydney Ferries services in the Sydney Suburban Area. The fares include fares for services that are provided in conjunction with bus services provided by the State Transit Authority and rail services provided by RailCorp in the Sydney Suburban Area.

The following fares remain unchanged at \$2.50:

- (a) the fare for a Family Funday Sunday ticket (an existing ticket which had not been previously included in the Principal Order),
- (b) the fare for a pensioner's combined rail/bus/ferry excursion ticket.

The increases are generally in line with movements in the Consumer Price Index since the last time the fares were increased.

This Order also amends the Principal Order to update a reference to a provision relating to government subsidised travel schemes.

This Order is made under the *Transport Administration Act 1988*, including sections 85 (Orders fixing charges) and 87 (General provisions relating to orders fixing charges).

Clause 1            Transport Administration (Sydney Ferries—Fares) Further Amendment  
                         Order 2011

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## **Transport Administration (Sydney Ferries—Fares) Further Amendment Order 2011**

under the

Transport Administration Act 1988

### **1 Name of Order**

This Order is the *Transport Administration (Sydney Ferries—Fares)  
Further Amendment Order 2011*.

### **2 Commencement**

This Order commences on 2 January 2012 and is required to be  
published in the Gazette.

Transport Administration (Sydney Ferries—Fares) Further Amendment  
Order 2011

Amendment of Transport Administration (Sydney Ferries—Fares) Order 2010 Schedule 1

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## Schedule 1 Amendment of Transport Administration (Sydney Ferries—Fares) Order 2010

**[1] Clause 3 Fares**

Omit “section 39 of that Act” from clause 3 (2) (b) (ii).

Insert instead “clause 8 of Schedule 1 to that Act”.

**[2] Schedule 1**

Omit the Schedule. Insert instead:

### Schedule 1 Fares

(Clause 3)

#### Single Trip Fares

	<b>Full fare</b>	<b>Concession</b>
	<b>\$</b>	<b>\$</b>
MyFerry 1	5.60	2.80
MyFerry 2	7.00	3.50

#### Multi-trip Fares

	<b>Full fare</b>	<b>Concession</b>
	<b>\$</b>	<b>\$</b>
MyFerry 1 TravelTen	44.80	22.40
MyFerry 2 TravelTen	56.00	28.00

	<b>Full fare</b>	<b>Concession</b>
	<b>\$</b>	<b>\$</b>
MyMulti Day Pass	21.00	10.50

	<b>Full fare</b>	<b>Concession</b>
	<b>\$</b>	<b>\$</b>
<b>Weekly Periodical Fares</b>		
MyMulti 1	43.00	21.50
MyMulti 2	51.00	25.50

Transport Administration (Sydney Ferries—Fares) Further Amendment  
Order 2011

Schedule 1 Amendment of Transport Administration (Sydney Ferries—Fares) Order  
2010

	<b>Full fare</b>	<b>Concession</b>
	<b>\$</b>	<b>\$</b>
MyMulti 3	60.00	30.00
<b>Monthly Periodical Fares</b>		
MyMulti 1	164.00	Not applicable
MyMulti 2	194.00	Not applicable
MyMulti 3	232.00	Not applicable
<b>Quarterly Periodical Fares</b>		
MyMulti 1	452.00	Not applicable
MyMulti 2	533.00	Not applicable
MyMulti 3	638.00	Not applicable
<b>Yearly Periodical Fares</b>		
MyMulti 1	1,632.00	Not applicable
MyMulti 2	1,929.00	Not applicable
MyMulti 3	2,311.00	Not applicable
		<b>\$</b>
<b>Family Funday Sunday</b>		
Family Funday Sunday ticket		2.50
<b>Pensioner Excursion</b>		
Pensioner Excursion ticket		2.50

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## Department of Planning

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### ENVIRONMENTAL PLANNING AND ASSESSMENT 1979

#### Instrument of Delegation

I, BRADLEY HAZZARD, M.P., Minister for Planning and Infrastructure, hereby delegate my functions referred to, and subject to the limitations set out in, Schedule 1 to the officer for the time being holding the position referred to in Schedule 2, under section 23 of the Environmental Planning and Assessment Act 1979.

Dated: Sydney, 12 December 2011.

BRADLEY HAZZARD, M.P.,  
Minister for Planning and Infrastructure

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#### SCHEDULE 1

The functions of:

- (a) making a local environmental plan (with or without variation of the proposal submitted by the relevant planning authority) in the terms the delegate considers appropriate; or
- (b) deciding not to make the proposed local environmental plan, in respect of proposed Clarence Valley Local Environmental Plan 2011, under s.59(2) of the Environmental Planning and Assessment Act 1979.

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#### SCHEDULE 2

Deputy Director-General, Plan Making and Urban Renewal.

# Roads and Maritime Services

## ROADS ACT 1993

### ORDER

I, PETER DUNCAN, Chief Executive of Roads and Maritime Services, pursuant to section 215 of the Roads Act 1993, make the Order set forth hereunder.

Dated: 20 December 2011.

PETER DUNCAN,  
Chief Executive,  
Roads and Maritime Services

#### Citation

1. This Order may be cited as the Roads (Sydney Harbour Bridge Toll) Order 2012.

#### Commencement

2. This Order takes effect on 1 January 2012.

#### Repeal

3. The Roads (Sydney Harbour Bridge Toll) Order 2011, dated 20 December 2010 (published in *New South Wales Government Gazette* No. 140 of 24 December 2010, at pages 6145 to 6147, is repealed on and from 1 January 2012.

#### Tolls

4. The toll payable for a motor vehicle that uses the Sydney Harbour Bridge travelling in a southerly direction is the amount specified in Schedule 1 of this Order in respect of the vehicle.

#### Motor cycle periodic toll pass

5. (1) a motor cycle periodic toll pass –
  - (a) is issued by Roads and Maritime Services on payment of the appropriate charge as set out in Schedule 2, Schedule 3, Schedule 4 or Schedule 5; and
  - (b) authorises travel by the motor cycle to which the pass relates across the Sydney Harbour Bridge without payment of a toll while the pass is in force.
- (2) A motor cycle periodic toll pass is in force on and from the date specified in Schedule 2, Schedule 3, Schedule 4 or Schedule 5 in respect of the charge paid for the pass as the date the pass may first be used, up to and including the expiry date of the pass as specified in Schedule 2, Schedule 3, Schedule 4 or Schedule 5.

#### Charges payable by owner of vehicle if toll not paid

6. In accordance with clause 23 (5) of the Roads Regulation 2008, the following administrative charges are payable by the owner of a motor vehicle referred to in item 1 or 2 in Schedule 1 between the period 1 January 2012 and 31 December 2012 where:
  - (a) a first pre-penalty notice letter of demand is issued to the owner seeking recovery of the unpaid toll and relevant administrative charge – **\$10.00**
 and
  - (b) a second pre-penalty notice letter of demand is issued to the owner seeking recovery of the unpaid toll and relevant administrative charges, an administrative charge additional to the amount specified in subclause (a) of this clause – **\$10.00**

Note: The words “penalty notice” appearing in clause 6 relate to clause 80 and Schedule 1 of the Roads Regulation 2008.

### SCHEDULE 1

#### TOLLS

<i>Class of vehicles</i>	<i>Toll</i>
1. Commencing on and including 1 January 2012, any motor vehicle, other than a vehicle referred to in item 2, 3 or 4 of this Schedule, which passes the toll point:	
(a) During an off-peak period	\$2.50
(b) During a peak period	\$4.00
(c) During a shoulder period	\$3.00

In this Schedule

**Off-peak period** is, on a weekday, the period between midnight and 6.30 am and between 7.00 pm and midnight and, on Saturday and Sunday or on a public holiday, the period between midnight and 8.00 am and between 8.00 pm and midnight.

**Peak Period** is, on a weekday, the period after 6.30 am and before 9.30 am and after 4.00 pm and before 7.00 pm

**Shoulder period** is, on a weekday, the period between 9.30 am and 4.00 pm and, on Saturday and Sunday or on a public holiday, the period after 8.00 am and before 8.00 pm

**Weekday** is any day in the period commencing on a Monday and ending on Friday, including both those days, and that is not a public holiday

**Public Holiday** is a day declared to be a public holiday for New South Wales pursuant to Part 2 of the Public holidays Act 2010.

2. Any motor vehicle that consists of –

- (a) a vehicle that is the property of Roads and Maritime Services, that is readily identifiable as such and that is being used either for the purpose of maintenance work on the Bridge or for the purpose of removing vehicles from the Bridge;
- (b) a police vehicle that is readily identifiable as such;
- (c) a vehicle that is the property of the Fire and Rescue NSW and that is readily identifiable as such;
- (d) an ambulance or rescue vehicle that is readily identifiable as such;
- (e) a vehicle that is the property of the NSW Red Cross Blood Transfusion Service (Blood Bank), that is readily identifiable as such and that is fitted with a roof mounted red flashing light and siren or similar warning device;
- (f) a vehicle that is being driven by a person to whom a disabled person's toll exemption pass or tag has been issued by Roads and Maritime Services, being a pass or tag that exempts the person from payment of tolls and charges in respect of travelling across the Bridge;
- (g) a vehicle in which the driver or passenger is a person to whom an incapacitated ex-service person's toll exemption pass or tag has been issued by Roads and Maritime Services, being a pass or tag that exempts the person from payment of tolls and charges in respect of travelling across the Bridge.
- (h) a Defence Force vehicle that is readily identifiable as such; or
- (i) a vehicle driven by a person who produces evidence that he or she or a passenger is a member of the Diplomatic or Consular Corps – **Nil**

3. Any motor vehicle that is attached to, or carried or drawn by, another vehicle – **Nil**

4. Any motor cycle in respect of which a periodic toll pass is in force and displayed in accordance with any directions of Roads and Maritime Services – **Nil**

Notes:

The "toll point" is the point designated by a toll operator (by signs or otherwise) as the point at which the liability to pay a toll is incurred for driving a motor vehicle on a tollway or a particular lane of a tollway.

A reference to "between" or "period between" any two times is inclusive of both those times.

#### SCHEDULE 2

Charges Payable to the RMS for a Motor Cycle Periodic Toll Pass or Tag  
Toll Pass or Tag Expiring on 31 March 2012

<i>Date pass may first be used</i>	<i>Charge for motor cycle</i>
1 January 2012	\$95.00
4 January 2012	\$92.00
10 January 2012	\$84.00
17 January 2012	\$77.00
24 January 2012	\$70.00
31 January 2012	\$62.00
7 February 2012	\$55.00
14 February 2012	\$48.00
21 February 2012	\$41.00
28 February 2012	\$33.00

## SCHEDULE 3

Charges Payable to the RMS for a Motor Cycle Periodic Toll Pass or Tag  
Toll Pass or Tag Expiring on 30 June 2012

<i>Date pass may first be used</i>	<i>Charge for motor cycle</i>
1 April 2012	\$95.00
4 April 2012	\$92.00
11 April 2012	\$84.00
18 April 2012	\$77.00
27 April 2012	\$70.00
2 May 2012	\$62.00
9 May 2012	\$55.00
16 May 2012	\$48.00
23 May 2012	\$41.00
30 May 2012	\$33.00

## SCHEDULE 4

Charges Payable to the RMS for a Motor Cycle Periodic Toll Pass or Tag  
Toll Pass or Tag Expiring on 30 September 2012

<i>Date pass may first be used</i>	<i>Charge for motor cycle</i>
1 July 2012	\$95.00
4 July 2012	\$92.00
11 July 2012	\$84.00
18 July 2012	\$77.00
25 July 2012	\$70.00
1 August 2012	\$62.00
8 August 2012	\$55.00
15 August 2012	\$48.00
22 August 2012	\$41.00
29 August 2012	\$33.00

## SCHEDULE 5

Charges Payable to the RMS for a Motor Cycle Periodic Toll Pass or Tag  
Toll Pass or Tag Expiring on 31 December 2012

<i>Date pass may first be used</i>	<i>Charge for motor cycle</i>
1 October 2012	\$95.00
4 October 2012	\$92.00
10 October 2012	\$84.00
17 October 2012	\$77.00
24 October 2012	\$70.00
31 October 2012	\$62.00
7 November 2012	\$55.00
14 November 2012	\$48.00
21 November 2012	\$41.00
28 November 2012	\$33.00



## ROAD TRANSPORT (GENERAL) ACT 2005

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

I, PETER DUNCAN, Chief Executive Roads and Maritime Services, pursuant to Clause 58 of the Road Transport (Mass, Loading and Access) Regulation 2005, hereby amend the 19 metre B-Double Mass Limit Notice 2010, as published in *New South Wales Government Gazette* No. 111 on 3 September 2010, at pages 4336 to 4353, as set out in the Schedule of this Notice.

PETER DUNCAN,  
Chief Executive,  
Roads and Maritime Services

## SCHEDULE

**1. Citation**

This Notice may be cited as the Roads and Maritime Services 19 metre B-Double Mass Limit (Amendment) Notice No. 3/2011.

**2. Commencement**

This Notice takes effect on and from the date of publication in the *New South Wales Government Gazette*.

**3. Effect**

This Notice remains in force up to and including 1 September 2015 unless it is repealed earlier.

**4. Amendment**

Insert the following routes into the table at Appendix 1, under the heading Southern Region.

<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
19m.	Basin Road, Wingello State Forest.	Vinicombes Road.	Compartment 95/96 Road.
19m.	Basin Road, Wingello State Forest.	Compartment 95/97 Road.	Basin Road Turnaround.
19m.	Burnt Hut Road, Wingello State Forest.	Burnt Pine Road.	Compartment 82 Road.
19m.	Burnt Pine Road, Wingello State Forest.	Bumballa Road.	Burnt Hut Road.
19m.	Caoura Road, Wingello State Forest.	Forest Road.	Gulph Road.
19m.	Clouts Creek Road, Wingello State Forest.	Basin Road.	Compartment 97/98 Road.
19m.	Clouts Creek Road, Wingello State Forest.	Compartment 99/100 Road.	Compartment 97/99 Road.
19m.	Compartment 65/66 Road, Wingello State Forest.	Caoura Road.	Gulph Road.
19m.	Compartment 65/69 Road, Wingello State Forest.	Caoura Road.	Burnt Hut Road.
19m.	Compartment 67 Road, Wingello State Forest.	Caoura Road.	Caoura Road.
19m.	Compartment 68 Road, Wingello State Forest.	Gulph Road.	Compartment 68/85 Road.
19m.	Compartment 68 Road, Wingello State Forest.	Compartment 68/85 Road.	Gulph Road.
19m.	Compartment 68/85 Road, Wingello State Forest.	Compartment 73 Road.	Compartment 68 Road.
19m.	Compartment 69/70 Road, Wingello State Forest.	Gulph Road.	Burnt Hut Road.
19m.	Compartment 72/73 Road, Wingello State Forest.	Gulph Road.	Burnt Hut Road.

<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
19m.	Compartment 73 Road, Wingello State Forest.	Compartment 68/85 Road.	Compartment 73 Road Turnaround.
19m.	Compartment 74/79 Road, Wingello State Forest.	Four Creek Road.	Burnt Hut Road.
19m.	Compartment 76 Road, Wingello State Forest.	Burnt Hut Road.	Compartment 76 Road Turnaround.
19m.	Compartment 76/77 Road, Wingello State Forest.	Burnt Pine Road.	Compartment 76/77 Road Turnaround.
19m.	Compartment 79/80 Road, Wingello State Forest.	Four Creek Road.	Burnt Hut Road.
19m.	Compartment 81/82 Road, Wingello State Forest.	Burnt Hut Road.	Four Creek Road.
19m.	Compartment 85 Road, Wingello State Forest.	Compartment 86/87 Road, Wingello State Forest.	Compartment 68/85 Road.
19m.	Compartment 85/86 Road, Wingello State Forest.	Compartment 68 Road.	Compartment 86/87 Road.
19m.	Compartment 87/88 Road, Wingello State Forest.	Gulph Road.	Nyes Creek Road.
19m.	Compartment 88 Road, Wingello State Forest.	Compartment 87/88 Road.	Compartment 88 Road Turnaround.
19m.	Compartment 88/87 Road, Wingello State Forest.	Gulph Road.	Compartment 85 Road.
19m.	Compartment 90/91 Road, Wingello State Forest.	Gulph Road.	Gulph Road.
19m.	Compartment 95/96 Road, Wingello State Forest.	Basin Road.	Compartment 96/97 Road.
19m.	Compartment 95/97 Road, Wingello State Forest.	Compartment 95/96 Road.	Basin Road.
19m.	Compartment 96/97 Road, Wingello State Forest.	Compartment 96/99 Road.	Compartment 95/96 Road.
19m.	Compartment 96/99 Road, Wingello State Forest.	Vinicombes Road.	Compartment 96/97 Road.
19m.	Compartment 97/98 Road, Wingello State Forest.	Clouts Creek Road.	Clouts Creek Road.
19m.	Compartment 97/99 Road, Wingello State Forest.	Clouts Creek Road.	Compartment 96/97 Road.
19m.	Compartment 99/100 Road, Wingello State Forest.	Vinicombes Road.	Clouts Creek Road.
19m.	Compartment 105 Road, Wingello State Forest.	King Georges Road.	Compartment 105 Road Turnaround.
19m.	Compartment 106 Road, Wingello State Forest.	King Georges Road.	Tallowa Road.
19m.	Digmans Creek Road, Wingello State Forest.	Tallowa Gully Road.	Georges Creek Road.
19m.	Four Creek Road, Wingello State Forest.	Compartment 81/82 Road.	Four Creek Road Turnaround.
19m.	Four Creek Road, Wingello State Forest.	Running Creek Road.	Compartment 74/79 Road.

<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
19m.	Georges Creek Road, Wingello State Forest.	Vinicombes Road.	Digmans Creek Road.
19m.	Gully Road, Wingello State Forest.	Caoura Road.	Gully Road Turnaround.
19m.	Gulph Road, Wingello State Forest.	Compartment 65/69 Road.	Compartment 88 Road.
19m.	King Georges Road, Wingello State Forest.	Bumballa Road.	Compartment 107 Road.
19m.	Razorback Road, Wingello State Forest.	Wingello State Forest Boundary.	Fitzherberts Firetrail.
19m.	Running Creek Road, Wingello State Forest.	Four Creek Road.	Caoura Road.
19m.	Spratts Road, Wingello State Forest.	Gulph Road.	Gulph Road.
19m.	Swamp Road, Wingello State Forest.	Tallowa Gully Road.	Georges Creek Road.
19m.	Tallowa Road, Wingello State Forest.	King Georges Road.	King Georges Road.
19m.	Tallowa Gully Road, Wingello State Forest.	Vinicombes Road.	Georges Creek Road.
19m.	Vinicombes Road, Wingello State Forest.	Basin Road.	Southern Road.
19m.	Whitetop Box Road, Meryla State Forest.	Garbutts Road.	Garbutts Road.
19m.	Whitetop Box – Garbutts Link Road, Meryla State Forest.	Whitetop Box Road.	Garbutts Road.
19m.	Compartment 171/172 Road, Meryla State Forest.	Garbutts Road.	Compartment 171/172 Turnaround.
19m.	Compartment 174 Road, Meryla State Forest.	Garbutts Road.	Compartment 174 Road Turnaround.
19m.	Garbutts Road, Meryla State Forest.	Green Hills Road.	Whitetop Box Road.
19m.	Old Dairy Road, Meryla State Forest.	Greenhills Road.	Old Dairy Road Turnaround.

**ROAD TRANSPORT (GENERAL) ACT 2005**

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

I, PETER DUNCAN, Chief Executive, Roads and Maritime Services, pursuant to Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005, hereby amend the Class 2 B-Double Notice 2010, as published in the *New South Wales Government Gazette* No. 108 on 27 August 2010, at pages 4033 to 4284, as set out in the Schedule of this Notice.

PETER DUNCAN,  
Chief Executive,  
Roads and Maritime Services

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**SCHEDULE**
**1. Citation**

This Notice may be cited as the Roads and Maritime Services Class 2 B-Double (Amendment) Notice No. 9/2011.

**2. Commencement**

This Notice takes effect on and from the date of publication in the *New South Wales Government Gazette*.

**3. Effect**

This Notice remains in force up to and including 1 September 2015 unless it is repealed earlier.

**4. Amendment**

Insert the following routes into the table at Appendix 1, under the heading Part 2 – Western Region.

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
25.	18.	Gwydir Highway (Balo Street), Moree.	Alice Street (Newell Highway).	Albert Street.

**ROAD TRANSPORT (GENERAL) ACT 2005**

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

I, PETER DUNCAN, Chief Executive, Roads and Maritime Services, pursuant to Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005, hereby amend the Class 2 B-Double Notice 2010, as published in the *New South Wales Government Gazette* No. 108 on 27 August 2010, at pages 4033 to 4284, as set out in the Schedule of this Notice.

PETER DUNCAN,  
Chief Executive,  
Roads and Maritime Services

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**SCHEDULE**
**1. Citation**

This Notice may be cited as the Roads and Maritime Services Class 2 B-Double (Amendment) Notice No. 10/2011.

**2. Commencement**

This Notice takes effect on and from the date of publication in the *New South Wales Government Gazette*.

**3. Effect**

This Notice remains in force up to and including 1 September 2015 unless it is repealed earlier.

**4. Amendment**

Insert the following routes into the table at Appendix 1, under the heading Part 6 – Southern Region.

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
25m.	Saddleflaps Road, Bondi State Forest.	HW19 Monaro Highway.	HW19 Monaro Highway.
25m.	Possum Parade, Bondi State Forest.	HW19 Monaro Highway.	Compartment 328 Road.
25m.	Polyanthemos Road, Bondi State Forest.	Possum Parade.	Hopping Joe Road.
25m.	Hopping Joe Road, Bondi State Forest.	HW19 Monaro Highway.	Unnamed Road.
25m.	Compartment 326 Road, Bondi State Forest.	Polyanthemos Road.	Hopping Joe Road.
25m.	Compartment 331 North Road, Bondi State Forest.	Saddle Flaps Road.	Compartment 331 North Road Roundabout.
25m.	Compartment 331 South Road, Bondi State Forest.	Saddle Flaps Road.	Compartment 331 South Road Roundabout.
25m.	Compartment 332 Road, Bondi State Forest.	Saddle Flaps Road.	Compartment 332 Road Roundabout.
25m.	Compartment 328 Road, Bondi State Forest.	Possum Parade Road.	Polyanthemos Road.
25m.	Compartment 329 Road, Bondi State Forest.	Possum Parade Road.	Compartment 329 Road Roundabout.
25m.	Ashurst Road, Belanglo State Forest.	Compartment 125 Road.	Compartment 126 - 118 Road.
25m.	Jones Boundary Road, Coolangubra State Forest.	Coolangubra Forest Way.	Approx 1.3km from Coolangubra Forest Way.
25m.	Jack Road, Coolangubra State Forest.	Coolangubra Forest Way.	Approx 0.8km from Coolangubra Forest Way.
25m.	Echidna Road, Coolangubra State Forest.	Jack Road.	Beetle Road.
25m.	Beetle Road, Coolangubra State Forest.	Echidna Road.	Dwarf Road.
25m.	Compartment 27 Turnaround Road, Coolangubra State Forest.	Warburton Road.	Approx 0.4km from Warburton Road.

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
25m.	Compartment 27 – 28 Road, Coolangubra State Forest.	Warburton Road.	Dwarf Road.
25m.	Dwarf Road, Coolangubra State Forest.	Compartment 29 – 34 Road.	Approx 0.4km west of Beetle Road.
25m.	Compartment 29 – 34 Road, Coolangubra State Forest.	Dwarf Road.	Coolangubra Forest Way.
25m.	Compartment 29 – 34 Road, Coolangubra State Forest.	Coolangubra Forest Way.	Stockyard Creek Road.
25m.	Stockyard Creek Road, Coolangubra State Forest.	Coolangubra Forest Way.	Beetle Road.

**ROAD TRANSPORT (GENERAL) ACT 2005**

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

PARKES 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: 20 December 2011.

KENT BOYD,  
General Manager,  
Parkes Shire Council  
(by delegation from the Minister for Roads)

**SCHEDULE****1. Citation**

This Notice may be cited as Parkes Shire Council 25 Metre B-Double route Notice No. 4/2011.

**2. Commencement**

This Notice takes effect on the 30 January 2012.

**3. Effect**

This Notice remains in force until 5 March 2012 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	Bogan Street, Peak Hill	Caswell Street, Newell Highway (HW17)	Derribong Street	Detour route for road works, northbound travel only
25	000	Derribong Street, Peak Hill	Bogan Street	Ween Street	Detour route for road works, northbound travel only
25	000	Ween Street, Peak Hill	Derribong Street	Caswell Street, Newell Highway (HW17)	Detour route for road works, northbound travel only
25	000	Ween Street, Peak Hill	Caswell Street, Newell Highway (HW17)	Euchie Street	Detour route for road works, southbound travel only
25	000	Euchie Street, Peak Hill	Ween Street	Bogan Street	Detour route for road works, southbound travel only
25	000	Bogan Street, Peak Hill	Euchie Street	Caswell Street, Newell Highway (HW17)	Detour route for road works, southbound travel only

**ROADS TRANSPORT (GENERAL) ACT 2005**

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

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

Dated: 15 December 2011.

Mr DAVID JOHN SHERLEY,  
General Manager,  
Bathurst Regional Council  
(By delegation from the Minister for Roads)

**SCHEDULE****1. Citation**

This Notice may be cited as the Bathurst Regional Council B-Doubles Notice No. 4/ 2011.

**2. Commencement**

This Notice takes effect on the date of Gazettal.

**3. Effect**

This Notice remains in force until 30 September 2015 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**

B-Double routes within the Bathurst Regional Council.

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
25.	000.	Delaware Crescent, Bathurst.	Intersection with Mid Western Highway.	End of Delaware Crescent (no through road).



**ROAD TRANSPORT (GENERAL) ACT 2005**

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

GRIFFITH CITY COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which Road Train Vehicles may be used subject to any requirements or conditions set out in the Schedule.

Date: 23 November 2011.

BRETT STONESTREET,  
General Manager,  
Griffith City Council  
(by delegation from the Minister for Roads)

**SCHEDULE****1. Citation**

This Notice may be cited as Griffith City Council Council Road Train Notice No. 2/2011.

**2. Commencement**

This Notice takes effect on the date of publication in the *NSW Government Gazette*.

**3. Effect**

This Notice remains in force until 30 June 2012 unless it is amended or repealed earlier.

**4. Application**

This Notice applies to those Road Train 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>
RT		Barber Road	Twaddell Road	Dossetter Road	Dry weather access only
RT		Dossetter Road	Gum Creek Road	Barber Road	Dry weather access only
RT		Gum Creek Road	Drew Road	Dossetter Road	Dry weather access only
RT		Drew Road	Gum Creek Road	Barber Road	Dry weather access only
RT		Hicken Road	Lockhart Road	Dossetor Road	Dry weather access only
RT		Lockhart Road	Gum Creek Road	Irvin Road	Dry weather access only
RT		Clark Road	Gum Creek Road	Lockhart Road	Dry weather access only
RT		Irvin Road	Killen Road	Lockhart Road	Dry weather access only
RT		Killen Road	Barber Road	Woodside Road	Dry weather access only
RT		Woodside Road	Killen Road	Dissegna Road	Dry weather access only

**ROADS ACT 1993****LAND ACQUISITION (JUST TERMS  
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land at Jacky  
Bulbin Flat in the Clarence Valley Council area

Roads and Maritime Services by its delegate declares,  
with the approval of Her Excellency the Governor, that  
the land described in the schedule below is acquired by  
compulsory process under the provisions of the Land  
Acquisition (Just Terms Compensation) Act 1991 for  
the purposes of the Roads Act 1993.

T D Craig

Manager, Compulsory Acquisition & Road Dedication  
Roads and Maritime Services

**SCHEDULE**

ALL those pieces or parcels of land situated in the  
Clarence Valley Council area, Parish of Tabbimoble and  
County of Richmond, shown as Lots 2 and 3 Deposited  
Plan 1166114 being parts of the land in Certificate of  
Title 1/1134934.

The land is said to be in the possession of Forests NSW  
and Warren John Treasure and Joanne Wendy Treasure  
(lessees).

(RMS Papers: SF2011/000996; RO 10/86.1245)

**ROADS ACT 1993**

Notice of Dedication of Land as Public Road at  
Tilbuster in the Armidale Dumaresq Council area

Roads and Maritime Services by its delegate, dedicates  
the land described in the schedule below as public road  
under section 10 of the Roads Act 1993.

T D Craig

Manager, Compulsory Acquisition & Road Dedication  
Roads and Maritime Services

**SCHEDULE**

ALL those pieces or parcels of land situated in the  
Armidale Dumaresq Council area, Parishes of Duval  
and Exmouth, County of Sandon, shown as:

Lot 4 Deposited Plan 1125416; and

Lots 13 and 14 Deposited Plan 1168717.

(RMS Papers: 2M5084; RO 9/9.1205)

# Department of Trade and Investment, Regional Infrastructure and Services

## ANIMAL DISEASES (EMERGENCY OUTBREAKS) ACT 1991

Erratum

THE notice published in the *New South Wales Government Gazette* No. 127 of 16 December 2011, relating to Section 29 Notice, 2nd Further Extension of Importation Order Pigeons (No. 2), was gazetted incorrectly.

The correct notice relating to Section 29 Notice, 2nd Further Extension of Importation Order Pigeons (No. 2) was published in the *New South Wales Government Gazette* No. 126 of 14 December 2011, this date will remain as the date of gazettal.

## COAL MINE HEALTH AND SAFETY REGULATION 2006

Notice under Clauses 149 and 152 Specifying Polymer  
Injection etc. as Licensable and Contents of Licence  
Applications

I, ROBERT REGAN, Chief Inspector, pursuant to Clauses 149 (1) (e) and 152 (1) (b) of the Coal Mine Health and Safety Regulation 2006 (the Regulation), by this notice:

- (a) Revoke the notice titled "Notice under Clauses 149 and 152 specifying polymer injection etc as licensable and contents of licence applications " published in *New South Wales Government Gazette* No. 41 of 19 March 2009, at pages 1289-1290 , and
- (b) Specify that:
  - i. the injection or application of polymeric material for the purpose of ventilation or strata control is a licensable activity; and
  - ii. an application for a licence under Part 5 of the Regulation for that activity must contain:
    - the information and particulars specified in the Schedule below; and
    - any other information and particulars required by any applicable form that may be published from time to time on the website of NSW Trade and Investment.

Note: Licences for this activity may be granted for trial and/or ongoing use application.

In this notice, *polymeric material* means any material (including its constituent components) that is polymerised underground, but excludes polyester resin capsules for strata support and any other material that the Chief Inspector may from time to time determine and notify in the *New South Wales Government Gazette*.

Dated this 19th day of December 2011.

ROBERT REGAN,  
Chief Inspector,  
Department of Trade and Investment,  
Regional Infrastructure and Services

## SCHEDULE

### 1. Definitions

In this Schedule:

**equipment** means equipment that an applicant for a licence under Part 5 of the Regulation proposes to use in the injection or application of polymeric material as referred to in paragraph (a) of this notice.

**German permit** means the permit, approval or authorisation (however described) issued by the District Government Arnsberg, Department of Mining and Energy, North Rhine-Westphalia, Federal Republic of Germany demonstrating suitability and covering requirements for safe use of the relevant polymer material in German underground coal mines.

### 2. Information and particulars on the polymeric material

#### 2.1 Use and nature of polymeric material

Particulars of the nature of the polymeric material and details of its intended uses.

Evidence of the suitability of the polymeric material for its intended uses, including (but not limited to) adhesion properties, strength and flexibility.

#### 2.2 Certification of polymeric material

2.2.1 Subject to Clause 2.2.3, a copy of the complete German permit (that is, of the original in German), including all conditions, signed by the relevant Arnsberg authority, and a certified English translation of all that documentation.

2.2.2 The test report for the relevant polymeric material from the Mine Safety Technology Centre (MSTC), Thornton NSW stating the material has passed all applicable tests in Mine Safety Test Method TM 003.

2.2.3 The German permit requirement under Clause 2.2.1 may be waived, if the applicant provides alternative test reports acceptable to the Chief Inspector.

### 3. Information on the equipment

A detailed description of the equipment, including schematics, photographs and engineering general arrangement drawings.

### 4. Risk assessment of equipment and injection or application process

4.1 The report of a risk assessment (that complies with Clause 4.2) conducted on the equipment and the injection or application process.

4.2 The risk assessment must:

- be conducted by a professional independent third party provider;
- include a team member who is an occupational hygienist or chemist with knowledge of the product and component hazards, and other team members acceptable to the Chief Inspector;
- consider any requirements of the German permit where applicable; and

- be in accordance with MDG 1010 – Risk Management Handbook for the Mining Industry, and MDG1014 Guide to Reviewing a Risk Assessment of Mine Equipment and Operators.

## 5. Information on the licence applicant's operations

### 5.1 Applicants must provide evidence they have:

- competent people who remain competent by frequently injecting or applying the polymeric material;
- safe work methods for injection or application of the polymeric material that comply with the findings of the risk assessment and conditions of the German permit;
- a documented risk management system that is consistent with AN/NZS ISO 31000:2009 Risk Management – Principles and Guidelines or a health and safety management system consistent with Australian/New Zealand Standard AS/NZS 4804:2001 Occupational health and safety management systems – General guidelines on principles, systems and supporting techniques.
- a quality system that is certified under AS/NZS ISO 9001 for the applicant's operations, with scope to include, as appropriate, the injection or application of polymeric material for ventilation or strata control in the mine;
- conducted a surface trial of the polymeric material and the relevant system; and

Note: The Chief Inspector or the Chief Inspector's representative must be given at least one week's notice before such trials are undertaken.

- 5.2 For materials that are applied directly from pre-packaged syringes or pressurised containers less than 40 kg total weight, the applicant is not required to have a quality system certified to AS/NZS ISO 9001 or to conduct a surface trial as required in 5.1. The applicant may only obtain material from a supplier who has a quality system that is certified under AS/NZS ISO 9001.

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## MINING ACT 1992

### Instrument of Appointment of Inspector

I, BRAD MULLARD, Executive Director Mineral Resources, Department of Trade and Investment, Regional Infrastructure and Services, pursuant to section 361 of the Mining Act 1992, appoint Gavin Dale Hoskins as an inspector for the purpose of that Act.

Dated this 21st day of December, 2011.

BRAD MULLARD,  
Executive Director Mineral Resources  
Department of Trade and Investment  
Regional Infrastructure and Services  
(Under delegation)

## MINE HEALTH AND SAFETY ACT 2004

### Instrument of Appointment

I, BRAD MULLARD, Executive Director, Mineral Resources, Department of Trade and Investment, Regional Infrastructure and Services, pursuant to section 127 (1) (c) of the Mine Health and Safety Act 2004, hereby appoint John George LEAN as a Mine Safety Officer.

Dated this 20th day of December 2011.

BRAD MULLARD,  
Executive Director,  
Mineral Resources,  
Department of Trade and Investment,  
Regional Infrastructure and Services  
(in exercise of the Minister's function under  
section 127 (1) (c) of the Act, delegated with  
authority to sub-delegate to the Director-General  
under section 182, and sub-delegated  
under section 184 (2))

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## MINE HEALTH AND SAFETY ACT 2004

### Instrument of Appointment

I, BRAD MULLARD, Executive Director Mineral Resources, Department of Trade and Investment, Regional Infrastructure and Services, pursuant to section 127 (1) (c) of the Mine Health and Safety Act 2004, hereby appoint Gavin Dale Hoskins as a Mine Safety Officer.

Dated this 21st day of December, 2011.

BRAD MULLARD,  
Executive Director Mineral Resources  
Department of Trade and Investment,  
Regional Infrastructure and Services  
(in exercise of the Minister's function under  
section 127 (1) (c) of the Act,  
delegated with authority to sub-delegate to the  
Director-General under section 182,  
and sub-delegated under section 184 (2))

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## MINERAL RESOURCES

NOTICE is given that the following applications have been received:

### EXPLORATION LICENCE APPLICATIONS

(T11-0381)

No. 4456, MOBILA PTY LTD (ACN 002 069 258), area of 84 units, for Group 1, dated 16 December 2011. (Orange Mining Division).

(T11-0382)

No. 4457, ST BARBARA LIMITED (ACN 009 165 066), area of 10 units, for Group 1, dated 20 December 2011. (Orange Mining Division).

### MINING LEASE APPLICATION

(11-6538)

No. 416, DONALDSON COAL PTY LTD (ACN 073 088 945) and NEWCASTLE COAL COMPANY PTY LTD (ACN 074 900 208), area of about 1085.1 hectares, to mine for coal, dated 12 December 2011. (Singleton Mining Division).

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

NOTICE is given that the following applications have been refused:

**PETROLEUM SPECIAL PROSPECTING  
AUTHORITY APPLICATIONS**

(T09-0248)

No. 44, Tito TRAPUZZANO, County of Richmond, Map Sheet (9439). Refusal took effect on 28 November 2011.

(T09-0250)

No. 45, Tito TRAPUZZANO, County of Drake, County of Richmond and County of Rous, Map Sheet (9440). Refusal took effect on 28 November 2011.

Chris Hartcher, M.P.,  
Minister for Resources and Energy

NOTICE is given that the following applications have been granted:

**ASSESSMENT LEASE APPLICATION**

(05-0284)

Broken Hill No. 33, now Assessment Lease No. 20, PEREGRINE MINERAL SANDS PTY LTD (ACN 009 307 591), Parish of Winnebaga, County of Tara, area of about 15 units, for ilmenite, leucoxene, monazite, rutile and zircon, dated 16 November 2011, for a term until 16 November 2016.

**EXPLORATION LICENCE APPLICATIONS**

(T10-0251)

No. 4107, now Exploration Licence No. 7864, STANDARD IRON PTY LTD (ACN 131 971 438), Counties of Mitchell and Urana, Map Sheet (8227), area of 50 units, for Group 1, dated 15 November 2011, for a term until 15 November 2013.

(T10-0282)

No. 4126, now Exploration Licence No. 7865, STANDARD IRON PTY LTD (ACN 131 971 438), Counties of Mitchell and Urana, Map Sheet (8227), area of 100 units, for Group 1, dated 15 November 2011, for a term until 15 November 2013.

(T10-0283)

No. 4127, now Exploration Licence No. 7866, STANDARD IRON PTY LTD (ACN 131 971 438), Counties of Hume and Urana, Map Sheet (8126, 8226, 8227), area of 100 units, for Group 1, dated 15 November 2011, for a term until 15 November 2013.

(T11-0131)

No. 4247, now Exploration Licence No. 7869, STANDARD IRON PTY LTD (ACN 131 971 438), Counties of Hume and Urana, Map Sheet (8126, 8127), area of 88 units, for Group 1, dated 18 November 2011, for a term until 18 November 2013.

(T11-0177)

No. 4291, now Exploration Licence No. 7870, WESTROCK PTY LTD (ACN 007 391 737), County of Cadell, Map Sheet (7825, 7826), area of 53 units, for Group 1, dated 23 November 2011, for a term until 23 November 2014.

(T11-0192)

No. 4306, now Exploration Licence No. 7871, HEEMSKIRK RESOURCES PTY LIMITED (ACN 085 881 232), Counties of Buccleuch and Harden, Map Sheet (8527, 8528), area of 58 units, for Group 1, dated 28 November 2011, for a term until 28 November 2013.

(T11-0200)

No. 4314, now Exploration Licence No. 7867, PINNACLE GOLD PTY LTD (ACN 151 778 424), Counties of Darling and Murchison, Map Sheet (8936, 8937, 9037), area of 100 units, for Group 1, dated 18 November 2011, for a term until 18 November 2013.

(T11-0201)

No. 4315, now Exploration Licence No. 7868, PINNACLE GOLD PTY LTD (ACN 151 778 424), Counties of Darling and Nandewar, Map Sheet (8936, 8937), area of 100 units, for Group 1, dated 18 November 2011, for a term until 18 November 2013.

**MINING LEASE APPLICATION**

(T08-0157)

Singleton No. 322, now Mining Lease No. 1661 (Act 1992), AUSTAR COAL MINE PTY LIMITED (ACN 111 910 822), Parish of Mulbring, County of Northumberland and Parish of Quorrobolong, County of Northumberland, Map Sheet (9132-2-S), area of 469.3 hectares, to mine for coal, dated 22 November 2011, for a term until 22 November 2032. As a result of the grant of this title, Exploration Licence No. 6598 has partly ceased to have effect.

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

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

(T99-0144)

Exploration Licence No. 5675, ALKANE RESOURCES LTD (ACN 000 689 216), area of 87 units. Application for renewal received 14 December 2011.

(04-0559)

Exploration Licence No. 6357, COBAR OPERATIONS PTY LTD (ACN 103 555 853), area of 12 units. Application for renewal received 16 December 2011.

(05-0246)

Exploration Licence No. 6501, ISOKIND PTY LIMITED (ACN 081 732 498), area of 18 units. Application for renewal received 15 December 2011.

(07-0185)

Exploration Licence No. 6985, MINERALS AUSTRALIA PTY LTD and JACARANDA MINERALS LTD, area of 49 units. Application for renewal received 14 December 2011.

(07-0392)

Exploration Licence No. 7000, RAPTOR MINERALS LIMITED (ACN 101 168 343), area of 100 units. Application for renewal received 15 December 2011.

(07-0156)

Exploration Licence No. 7020, ALKANE RESOURCES LTD (ACN 000 689 216), area of 25 units. Application for renewal received 14 December 2011.

(T09-0171)

Exploration Licence No. 7437, AWATI RESOURCES PTY LTD (ACN 106 020 419), area of 45 units. Application for renewal received 14 December 2011.



(T09-0158)

Exploration Licence No. 7440, GOLD FIELDS AUSTRALASIA PTY LTD (ACN 087 624 600), area of 13 units. Application for renewal received 15 December 2011.

(10-8868)

Petroleum Exploration Permit No. 11, BOUNTY OIL & GAS NL (ACN 090 625 353) and ASSET ENERGY PTY LTD (ACN 120 013 390), area of 64 blocks. Application for renewal received 13 October 2011.

(11-6698)

Coal Lease No. 386 (Act 1973), ANGLO COAL (DARTBROOK) PTY LTD (ACN 000 012 813) and MARUBENI THERMAL COAL PTY LTD (ACN 061 468 620), area of 1467 hectares. Application for renewal received 19 December 2011.

(05-0276)

Mining Claim Converted To Lease No. 316 (Act 1992), Russell Maxwell KLINGE and Cheryl Glenda KLINGE, area of 2 hectares. Application for renewal received 20 December 2011.

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

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#### RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(11-1997)

Exploration Licence No. 5534, RIMFIRE PACIFIC MINING NL (ACN 006 911 744), Counties of Cunningham and Kennedy, Map Sheet (8332, 8432), area of 40 units, for a further term until 22 October 2012. Renewal effective on and from 7 December 2011.

(08-4598)

Exploration Licence No. 5958, RIMFIRE PACIFIC MINING NL (ACN 006 911 744), Counties of Menindee and Yancowinna, Map Sheet (7133, 7134), area of 74 units, for a further term until 23 June 2013. Renewal effective on and from 19 December 2011.

(T02-0080)

Exploration Licence No. 6059, BROKEN HILL OPERATIONS PTY LTD (ACN 054 920 893), County of Yancowinna, Map Sheet (7134), area of 11 units, for a further term until 23 February 2013. Renewal effective on and from 19 December 2011.

(04-0613)

Exploration Licence No. 6363, PLATSEARCH NL (ACN 003 254 395) and EAGLEHAWK GEOLOGICAL CONSULTING PTY LTD (ACN 061 324 454), County of Menindee, Map Sheet (7133), area of 51 units, for a further term until 4 January 2013. Renewal effective on and from 19 December 2011.

(06-4214)

Exploration Licence No. 6766, THOMSON RESOURCES LTD (ACN 138 358 728), County of Fitzgerald, Map Sheet (7536), area of 18 units, for a further term until 29 April 2013. Renewal effective on and from 8 December 2011.

(06-7099)

Exploration Licence No. 6787, CAPITAL MINING LIMITED (ACN 104 551 171), County of Bland, Map Sheet (8429), area of 15 units, for a further term until 23 May 2013. Renewal effective on and from 14 December 2011.

(T88-0280)

Private Lands Lease No. 1236 (Act 1924), Edmund John MULREADY and Margaret Anne MULREADY, Parish of Murrimba, County of Camden, Map Sheet (8928-4-N), area of 6.62 hectares, for a further term until 15 May 2020. Renewal effective on and from 18 May 2011.

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

## PRIMARY INDUSTRIES

### FISHERIES MANAGEMENT ACT 1994

#### FISHERIES MANAGEMENT (AQUACULTURE) REGULATION 2007

##### Clause 39 (4) – Notice of Aquaculture Lease Renewal

THE Minister has renewed the following Class 1 Aquaculture Leases:

OL79/130 within the estuary of the Clyde River, having an area of 0.4940 hectares to BENTICK OYSTERS PTY LTD of Nelligen, for a term of 15 years expiring on 31 May 2026.

OL94/009 within the estuary of Port Stephens, having an area of 7.1317 hectares to Clive HARWOOD and John Gordon COLLIE of Lemon Tree Passage, for a term of 15 years expiring on 31 July 2026.

OL80/034 within the estuary of the Clyde River, having an area of 1.0898 hectares to Stefanos PASCHALIDIS of Batemans Bay, for a term of 15 years expiring on 30 August 2026.

OL66/197 within the estuary of the Hastings River, having an area of 0.1674 hectares to Glenn DODDS of Port Macquarie, for a term of 15 years expiring on 1 August 2026.

OL80/137 within the estuary of Camden Haven, having an area of 1.5173 hectares to Hugh HAMILTON and Ann HAMILTON of Dunbogan, for a term of 15 years expiring on 23 November 2026.

OL80/020 within the estuary of the Tweed River, having an area of 1.6509 hectares to Geoffrey LAWLER of East Ballina, for a term of 15 years expiring on 8 November 2026.

OL81/088 within the estuary of the Pambula River, having an area of 0.6056 hectares to BROADWATER AQUACULTURE PTY LTD of Eden, for a term of 15 years expiring on 8 October 2026.

OL65/283 within the estuary of Port Stephens, having an area of 2.8729 hectares to Richard HAMLIN-HARRIS of Lemon Tree Passage, for a term of 15 years expiring on 5 January 2026.

OL93/047 within the estuary of Port Stephens, having an area of 1.2177 hectares to Richard HAMLIN-HARRIS of Lemon Tree Passage, for a term of 15 years expiring on 27 June 2026.

OL80/139 within the estuary of Camden Haven, having an area of 1.6436 hectares to Anthony TROUP and Joneen TROUP of Laurieton, for a term of 15 years expiring on 28 October 2026.

OL92/008 within the estuary of Port Stephens, having an area of 1.0392 hectares to Darrell JOHNSON and Kevin JOHNSON of Karuah, for a term of 15 years expiring on 17 July 2026.

OL94/049 within the estuary of Camden Haven, having an area of 3.0162 hectares to Keith HALL of Mitchells Island, for a term of 15 years expiring on 16 July 2026.

OL81/111 within the estuary of the Pambula River, having an area of 1.7482 hectares to BLOSSOM PYE PTY LTD of Bega, for a term of 15 years expiring on 11 July 2026.

OL81/112 within the estuary of the Pambula River, having an area of 0.9659 hectares to BLOSSOM PYE PTY LTD of Bega, for a term of 15 years expiring on 11 July 2026.

OL66/094 within the estuary of Port Stephens, having an area of 1.2155 hectares to Bruce Douglas LYALL of Karuah, for a term of 15 years expiring on 21 July 2026.

OL92/032 within the estuary of the Clyde River, having an area of 0.7461 hectares to Constantinos YIANNAROS and Vlasia YIANNAROS of Batemans Bay NSW, for a term of 15 years expiring on 27 June 2026.

OL79/114 within the estuary of Merimbula Lake, having an area of 0.4393 hectares to Greg COMERFORD of Bald Hills, for a term of 15 years expiring on 23 July 2026.

OL80/231 within the estuary of the Manning River, having an area of 0.5859 hectares to Christopher WHEELER of Mitchells Island, for a term of 15 years expiring on 26 July 2026.

OL80/232 within the estuary of the Manning River, having an area of 0.65 hectares to Christopher WHEELER of Mitchells Island, for a term of 15 years expiring on 20 October 2026.

BILL TALBOT,  
Director,  
Aquaculture, Conservation and Marine Parks,  
Fisheries Division,  
NSW Department of Primary Industries

### FISHERIES MANAGEMENT ACT 1994

#### FISHERIES MANAGEMENT (AQUACULTURE) REGULATION 2007

##### Clause 37 (3) – Notice of Granting of Class 1 Aquaculture Lease

THE Minister has granted the following Class 1 Aquaculture Lease:

AL10/001 within the estuary of Port Stephens, having an area of 2.64 hectares to Peter BRIERLEY and Elizabeth BRIERLEY of Nelson, New Zealand, for a term of 15 years expiring on 16 September 2026.

AL10/002 within the estuary of Port Stephens, having an area of 9.97 hectares to Peter BRIERLEY and Elizabeth BRIERLEY of Nelson, New Zealand, for a term of 15 years expiring on 16 September 2026.

AL10/005 within the estuary of Port Stephens, having an area of 3.04 hectares to Peter BRIERLEY and Elizabeth BRIERLEY of Nelson, New Zealand, for a term of 15 years expiring on 16 September 2026.

BILL TALBOT,  
Director,  
Aquaculture, Conservation and Marine Parks,  
Fisheries Division,  
NSW Department of Primary Industries

## LANDS

## 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.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

## Description

*Parish – Bettowind; County – St Vincent;  
Land District – Braidwood; L.G.A. – Palerang Council*

Lot 4, DP 1168600 (not being land under the Real Property Act).

File No.: 09/01702:BA.

## Schedule

On closing, the title for the land in Lot 4, DP 1168600 remains vested in the State of New South Wales as Crown Land.

## RESERVATION OF CROWN LAND

PURSUANT to section 87 of the Crown Lands Act 1989, the Crown Land specified in Column 1 of the Schedule hereunder, is reserved as specified opposite thereto in Column 2 of the Schedule.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

## SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Young. Local Government Area: Harden Shire Council. Locality: Harden. Lot 7002, DP No. 94979, Parish Murrumbidgee, County Harden. Area: About 12.1 hectares. File No.: 11/13608.	Reserve No.: 1033988. Public Purpose: Public school purposes.

## ESTABLISHMENT OF RESERVE TRUST

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

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

## SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Murrumburrah High School Reserve Trust.	Reserve No.: 1033988. Public Purpose: Public school purposes. Notified: This day. File No.: 11/13608.

## 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.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

## SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
The person for the time being holding the office of Mayor, Harden Shire Council (ex-officio member). Ann SHARMAN (new member). Charles COCHRANE (new member). Colin PARKER (new member).	Murrumburrah High School Reserve Trust.	Reserve No.: 1033988. Public Purpose: Public school purposes. Notified: This day. File No.: 11/13608.

## Term of Office

For a term commencing the date of this notice and expiring 22 December 2016.

## PROPOSED REVOCATION OF DEDICATION OF CROWN LAND FOR A PUBLIC PURPOSE

IT is intended, following the laying of a copy of this notification before each House of Parliament in the State of New South Wales in accordance with section 84 of the Crown Lands Act 1989, to revoke the dedication of Crown Land specified in Schedule 1 hereunder, to the extent specified in Schedule 2 with a view to dealing with the land as specified in Schedule 3.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

## SCHEDULE 1

Land District: Goulburn.
Local Government Area: Goulburn Mulwaree Council.
Dedication No.: 530041.



Notified: 20 January 1893.

Public Purpose: Park.

Area: 4.419 hectares.

Lot 4, DP No. 821758, Parish Goulburn, County Argyle.

Lot 3, DP No. 821758, Parish Goulburn, County Argyle.

File No.: GB85 R 27.

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SCHEDULE 2

The part being Lot 3, DP No. 821758, Parish Goulburn, County Argyle, of an area of 420 square metres.

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SCHEDULE 3

If revocation of the Dedication over Lot 3, DP 821758 proceeds, it is the intention for Lot 3 to be added to R 83674 under the management of Tully Park Golf Course Trust.

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

**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.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

Description

*Land District – Tenterfield; L.G.A. – Tenterfield*

Road Closed: Lot 1, DP 1167535 at Liston, Parish Wylie, County Buller.

File No.: 08/1469.

Schedule

On closing, the land within Lot 1, DP 1167535 remains vested in the State of New South Wales as Crown Land.

Description

*Land District – Lismore; L.G.A. – Lismore*

Road Closed: Lots 1 and 2, DP 1166487 at Nimbin, Parish Nimbin, County Rous.

File No.: GF05 H 588.

Schedule

On closing, the land within Lots 1 and 2, DP 1166487 remains vested in the State of New South Wales as Crown Land.

Description

*Land District – Murwillumbah; L.G.A. – Tweed*

Road Closed: Lots 1 and 2, DP 1169409 at Condong, Parish Condong, County Rous.

File No.: GF05 H 634.

Schedule

On closing, the land within Lots 1 and 2, DP 1169409 remains vested in the State of New South Wales as Crown Land.

Description

*Land District – Grafton; L.G.A. – Clarence Valley*

Road Closed: Lot 2, DP 1169866 at Lawrence, Parish Lawrence, County Clarence.

File No.: 08/7487.

Schedule

On closing, the land within Lot 2, DP 1169866 remains vested in the State of New South Wales as Crown Land.

Description

*Land District – Grafton; L.G.A. – Clarence Valley*

Road Closed: Lot 1, DP 1169322 at Waterview Heights and Southampton, Parishes Rushforth and Elland, County Clarence.

File No.: 07/3185.

Schedule

On closing, the land within Lot 1, DP 1169322 remains vested in the State of New South Wales as Crown Land.

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

**APPOINTMENT OF RESERVE TRUST AS TRUSTEE OF A RESERVE**

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 the reserve specified opposite thereto in Column 2 of the Schedule.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Hay Council Crown Reserves Reserve Trust.	Reserve No.: 78083. Public Purpose: Sewerage. Notified: 18 November 1955. Dedication No.: 1001325. Public Purpose: Cemetery. Notified: 23 July 1889. File No.: 11/00211.

**REVOCATION 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(s), or part(s) of the reserve(s), specified opposite thereto in Column 2 of the Schedule, is revoked.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Hay Council Crown Reserves Reserve Trust.	Reserve No.: 65363. Public Purpose: Access and public recreation. Notified: 19 July 1935. File No.: 11/00211.

**APPOINTMENT OF CORPORATION TO MANAGE RESERVE TRUST**

PURSUANT to section 95 of the Crown Lands Act 1989, the corporation specified in Column 1 of the Schedule hereunder, is appointed to manage the affairs of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Gunbar Tennis & Sporting Association Inc.	Gunbar Tennis Club Reserve Trust.	Reserve No.: 1010069. Public Purpose: Public recreation. Notified: 19 March 2004. File No.: HY81 R 10.

For a term commencing the date of this notice.

**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.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

Description

*Land District of Wyalong; L.G.A. – Bland*

Lot 1 in DP 1170942, Parish of Boonabah, County of Bland.

File No.: 10/15660.

Schedule

On closing, title for the land comprised in Lot 1, DP 1170942 remains vested in the State of New South Wales as Crown Land.

Description

*Land District of Lake Cargellico; L.G.A. – Lachlan*

Lot 1 in DP 1170069, Parishes of Curriba and Tibeaudou, County of Dowling.

File No.: 10/00513.

Schedule

On closing, title for the land comprised in Lot 1, DP 1170069 remains vested in the State of New South Wales as Crown Land.

Description

*Land District of Narrandera; L.G.A. – Bland*

Lots 1 and 2 in DP 1170070, Parish of Gurragong, County of Cooper.

File No.: 10/01334.

Schedule

On closing, title for the land comprised in Lots 1 and 2, DP 1170070 remains vested in the State of New South Wales as Crown Land.

**MAITLAND OFFICE**  
**Corner Newcastle Road and Banks Street (PO Box 6), East Maitland NSW 2323**  
**Phone: (02) 4937 9300      Fax: (02) 4934 8417**

**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.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

Description

*Parish – Tuggerah; County – Northumberland;  
Land District – Gosford; L.G.A. – Wyong*

Road Closed: Lots 1, 2 and 4, DP 1166419 at The Entrance.

File No.: MD05 H 94.

Schedule

On closing, the land within Lots 1, 2 and 4, DP 1166419 remains vested in Wyong Shire Council as operational land for the purposes of the Local Government Act 1993.

Council's Reference: F2004/10259.

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

**ROADS ACT 1993**

**ORDER**

Transfer of Crown Road to Council

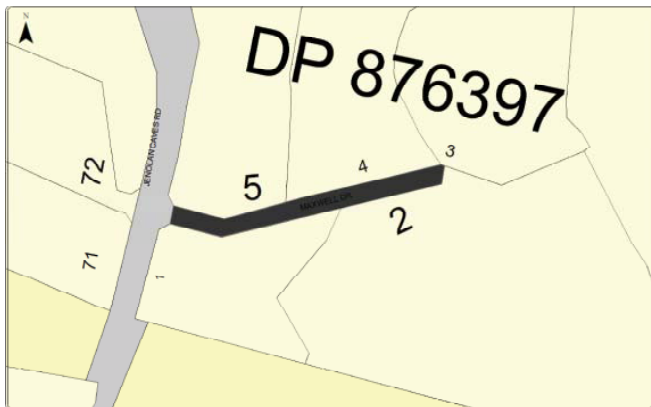
IN pursuance of the provisions of section 151, Roads Act 1993, the Crown public roads specified in Schedule 1 are transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date, the roads specified in Schedule 1 cease to be Crown public roads.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

**SCHEDULE 1**

*Parish – Lowther; County – Westmoreland;  
 Land District – Lithgow*

Road known as Maxwell Drive (south of Lots 4 and 5, DP 876397), shown in black as per diagram below.



**SCHEDULE 2**

Roads Authority: Lithgow City Council.  
 Crown Lands Reference: 11/13581.  
 Council Reference: Maxwell Dr.

**ROADS ACT 1993**

**ORDER**

Transfer of Crown Road to Council

IN pursuance of the provisions of section 151, Roads Act 1993, the Crown public roads specified in Schedule 1 are transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date, the roads specified in Schedule 1 cease to be Crown public roads.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

**SCHEDULE 1**

*Parish – Lidsdale; County – Cook;  
 Land District – Lithgow*

Crown road west of Lots 20 and 21, DP 15757; Lot 2, DP 13907 and part west of Lot 22, DP 15757, registered as Lot 1, DP 1168156.

**SCHEDULE 2**

Roads Authority: Lithgow City Council.  
 Crown Lands Reference: 11/13580.  
 Council Reference: Lot 1, DP 1168156.

**ROADS ACT 1993**

**ORDER**

Transfer of Crown Road to Council

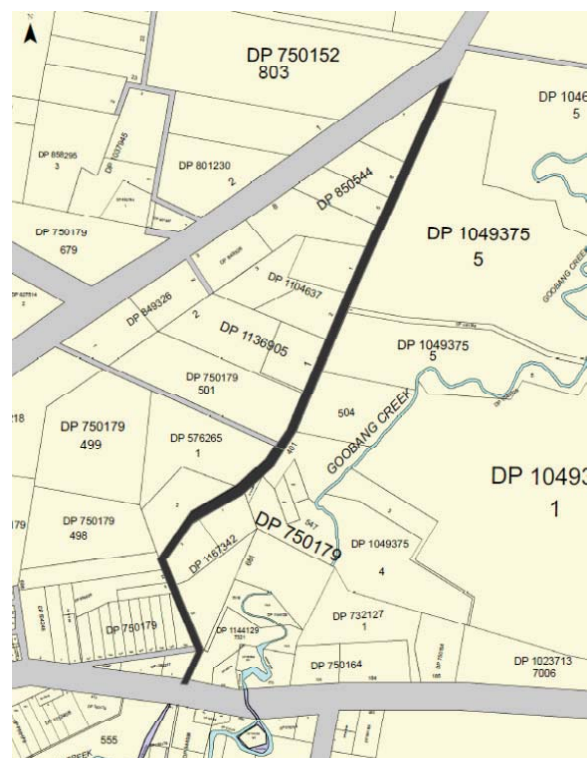
IN pursuance of the provisions of section 151, Roads Act 1993, the Crown public roads specified in Schedule 1 are transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date, the roads specified in Schedule 1 cease to be Crown public roads.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

**SCHEDULE 1**

*Parishes – Currajong and Parkes; County – Ashburnham;  
 Land District – Parkes*

Road known as Tanks Road (shown in black as per diagram below).



## SCHEDULE 2

Roads Authority: Parkes Shire Council.

Crown Lands Reference: 11/13583.

Council Reference: Tanks Rd.

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**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.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

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Description

*Land District – Orange; L.G.A. – Orange*

Road Closed: Lot 1, DP 1169704 at Huntley, Parishes Huntley and Shadforth, County Bathurst.

File No.: 09/00859.

Schedule

On closing, the land within Lot 1, DP 1169704 remains vested in the State of New South Wales as Crown Land.

**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**

**ORDER – AUTHORISATION OF ADDITIONAL  
PURPOSE UNDER S121A**

PURSUANT to s121A of the Crown Lands Act 1989, I authorise by this Order, the purpose specified in Column 1 to be an additional purpose to the declared purpose of the reserves specified opposite thereto in Column 2 of the Schedule.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Bush Fire Brigade purposes (part of Brigade Station extending onto R84342).	Reserve No.: 84342. Public Purpose: Public recreation. Notified: 22 March 1963. File No.: 11/10184.

**TAMWORTH OFFICE**  
**25-27 Fitzroy Street (PO Box 535), Tamworth NSW 2340**  
**Phone: (02) 6764 5100      Fax: (02) 6766 3805**

**NOTIFICATION OF CLOSING OF A ROAD**

IN pursuance to the provisions of the Roads Act 1993, the road hereunder specified 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.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

Description

*Locality – Attunga; Land District – Tamworth;*  
*L.G.A. – Tamworth Regional*

Road Closed: Lot 1 in Deposited Plan 1170334, Parish Bubbogullion, County Inglis.

File No.: 07/4509.

Note: On closing, title to the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

Description

*Locality – Piallaway; Land District – Tamworth;*  
*L.G.A. – Liverpool Plains*

Road Closed: Lots 1 and 2 in Deposited Plan 1168827, Parish Piallaway, County Buckland.

File No.: 11/06533.

Note: On closing, title to the land comprised in Lots 1 and 2 will remain vested in the State of New South Wales as Crown Land.



**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.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

Description

*Land District – Kempsey; L.G.A. – Nambucca*

Road Closed: Lot 1, DP 1169666 at Warrell Creek, Parish Warrell, County Raleigh.

File No.: TE06 H 200.

Schedule

On closing, the land within Lot 1, DP 1169666 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 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.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

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Description

*Parish – Kentucky; County – Hume;  
Land District – Corowa; L.G.A. – Corowa*

Lot 1, DP 1170208 at Balldale.

File No.: WA05 H 307.

Schedule

On closing, the land within Lots 1, DP 1170208 remains vested in the State of New South Wales as Crown Land.

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Description

*Parishes – Gobbagombalin and Tooyal;  
County – Clarendon; Land District – Wagga Wagga;  
L.G.A. – Wagga Wagga*

Lot 1, DP 1170602 at Euberta.

File No.: 08/2475.

Schedule

On closing, the land within Lots 1, DP 1170602 remains vested in the State of New South Wales as Crown Land.

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

**WITHDRAWAL OF LANDS FROM WESTERN LANDS LEASES**

PURSUANT to section 35Q of the Western Lands Act 1901, the lands described in Column 1 of the Schedule hereunder, are withdrawn from the leases described in Column 2 of the Schedule for the purpose of being dedicated as public roads.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

SCHEDULE

Descriptions

*Counties – Irrara and Gunderbooka; Administrative District – Bourke; Shire – Bourke*

<i>Column 1 Land Withdrawn From Lease (Lot/DP)</i>	<i>Column 2 Lease Affected by Withdrawal</i>	<i>Column 3 Title affected</i>	<i>Column 4 Area Withdrawn from Lease (ha)</i>	<i>Column 5 Lease Area Following Withdrawal (ha)</i>
1/1162652	WLL3919	1774/763682	21.02	766
2/1162652	WLL8326	3842/766285	922.7m <sup>2</sup>	18696
3/1162652	WLL6765	3759/766172	1053m <sup>2</sup>	4847
4/1162652	WLL7802	3912/766385	73.75	17667
5/1162652	WLL584	6035/768892	30.08	4037
8/1162652	WLL270	6033/768890	27.87	4116
9/1162652 14/1162652	WLL2742	6026/768883	52.57	4038
10/1162652	WLL1920	6270/769125	41.92	4060
11/1162652	WLL1954	6209/769061	30.71	4082
12/1162652	WLL2839	905/762110	71.88	8244
13/1162652	WLL6867	3757/766170	4.022	13290
15/1162652	WLL1918	6019/768876	60.46	5237
16/1162652	WLL2563	956/761964	32.81	5731
17/1162652	WLL6770	1286/762920	55.59	7148
18/1162652	WLL3350	2/1061493	73.94	8653
19/1162652 20/1162652	WLL4418	2247/764506	22.94	7168
21/1162652	WLL13683	5149/720961	38.56	1997
24/1162652	WLL13684	5150/720961	68.41	5927
25/1162652 27/1162652	WLL13685	5151/720961	28.41	3958
26/1162652	WLL5885	3498/765790	6800m <sup>2</sup>	14471
28/1162652	WLL8275	4151/766656	38.62	11522
30/1162652	WLL12601	3500/765792	43.19	7345
31/1162652	WLL5642	2/790315	102.1	14741
32/1162652	WLL379	5730/768630	10.27	4122
33/1162652	WLL377	6733/822048	48.34	4062
35/1162652	WLL186	5138/720087	24.96	3794

<i>Column 1 Land Withdrawn From Lease (Lot/DP)</i>	<i>Column 2 Lease Affected by Withdrawal</i>	<i>Column 3 Title affected</i>	<i>Column 4 Area Withdrawn from Lease (ha)</i>	<i>Column 5 Lease Area Following Withdrawal (ha)</i>
37/1162652	WLL1072	5717/768617	6949m <sup>2</sup>	2300
36/1162652 38/1162652 39/1162652	WLL187	5737/768637 4/753542 5/753542	25.04	5112

File No.: 10/15496.

### GRANTING OF A WESTERN LANDS LEASE

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

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

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

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

The Conditions and Reservations annexed to such leases are those Conditions published in the *New South Wales Government Gazette* of 20 March 2009, Folios 1416-1418.

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

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

### SCHEDULE

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

<i>WLL No.</i>	<i>Name of Lessee</i>	<i>File No.</i>	<i>Folio Identifier</i>	<i>Area (m<sup>2</sup>)</i>	<i>Term of Lease</i>	
					<i>From</i>	<i>To</i>
WLL 16348	Dean HOOPER	09/08742	48/1065215	2386	20 December 2011	19 December 2031

### RURAL LANDS PROTECTION ACT 1998.

I, KATRINA HODGKINSON, M.P., being the Minister administering the Crown Lands Act 1989, do hereby order that pursuant to section 129 of the Rural Lands Protection Act 1998, the establishment of the stock watering place (SWP) specified in Column 1 of the Schedule hereunder, is revoked to the extent specified opposite thereto in Column 2 of the Schedule.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

### SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Stock Watering Place No. 374. Gazetted: 7 July 1972. Locality: Fords Bridge. Administrative District: Bourke. Parish: Willyeroo. County: Irrara. File No.: 10/15496.	That part within Lot 29, DP 1162652, for an area of 7.011 hectares.

### DEDICATION OF CROWN LAND AS PUBLIC ROAD

PURSUANT to section 12 of the Roads Act 1993, the Crown Land described hereunder is, from the date of publication of this notice, dedicated as public road. The public road hereby dedicated is declared not to be Crown road within the meaning of the Roads Act 1993.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

### Descriptions

*Counties – Irrara and Gunderbooka;  
Administrative District – Bourke; Shire – Bourke*

Lot 1, DP 1162652; Lot 2, DP 1162652; Lot 3, DP 1162652; Lot 4, DP 1162652; Lot 5, DP 1162652; Lot 6, DP 1162652; Lot 7, DP 1162652; Lot 8, DP 1162652; Lot 9, DP 1162652; Lot 10, DP 1162652; Lot 11, DP 1162652; Lot 12, DP 1162652; Lot 13, DP 1162652; Lot 14, DP 1162652; Lot 15, DP 1162652; Lot 16, DP 1162652; Lot 17, DP 1162652; Lot 18, DP 1162652; Lot 19, DP 1162652; Lot 20, DP 1162652; Lot 21, DP 1162652; Lot 24, DP 1162652; Lot 25, DP 1162652; Lot 26, DP 1162652; Lot 27, DP 1162652; Lot 28, DP 1162652; Lot 29, DP 1162652; Lot 30, DP 1162652; Lot 31, DP 1162652; Lot 32, DP 1162652; Lot 33, DP 1162652

1162652; Lot 35, DP 1162652; Lot 36, DP 1162652; Lot 37, DP 1162652; Lot 38, DP 1162652; Lot 39, DP 1162652 and Lot 40, DP 1162652.

Note: Affected parts of Crown Reserves 8787, 8777, 576, 8068, 85296 and 69507 are hereby revoked.

File No.: 10/15496.

### APPOINTMENT OF CORPORATION TO MANAGE COMMON TRUST

PURSUANT to Division 1, section 7, subsection (6) of the Commons Management Act 1989, the corporation specified in Column 1 of the Schedules hereunder, is appointed to manage the affairs of the common trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedules.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

#### SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Cobar Shire Council.	Cobar/Wrightville Common Trust.	Public Purpose: Commonage. Reserve 66142. Notified: 24 July 1936. Reserve 71912. Notified: 10 May 1946. File No.: WL86 R 27-8.

For a term commencing this day.

#### SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Broken Hill City Council.	Willyama Common Trust.	Public Purpose: Commonage and temporary common. Reserve 2421. Notified: 4 September 1886. Reserve 5498. Notified: 11 February 1888. Reserve 23158. Notified: 8 November 1895. Reserve 48342. Notified: 27 November 1912. Reserve 63592. Notified: 28 October 1932. Reserve 68806. Notified: 17 November 1939. Reserve 70559. Notified: 1 May 1942. Reserve 81342. Notified: 16 January 1959. Reserve 90760. Notified: 15 April 1977. File No.: 11/11438.

For a term commencing this day.

#### SCHEDULE 3

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Balranald Shire Council.	Balranald Common Trust.	Public Purpose: Permanent common and addition commonage. Reserve 630056. Notified: 12 January 1883. Reserve 78245. Notified: 6 January 1956. File No.: WL04 R 37.

For a term commencing this day.

#### SCHEDULE 4

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Central Darling Shire Council.	Wilcannia Common Trust.	Public Purpose: Commonage, temporary common, extension to temporary common and commonage addition. Reserve 19334. Notified: 23 December 1893. Reserve 52442. Notified: 14 September 1917. Reserve 77322. Notified: 7 January 1955. Reserve 77328. Notified: 7 January 1955. File No.: WL86 R 47-2.

For a term commencing this day.

#### SCHEDULE 5

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Central Darling Shire Council.	Menindee Common Trust.	Public Purpose: Common, temporary common, commonage addition, extension to common and camping and access. Reserve 3. Notified: 17 April 1886. Reserve 1016288. Notified: 26 August 1870. Reserve 64609. Notified: 9 November 1934. Reserve 64901. Notified: 9 November 1934. Reserve 71522. Notified: 25 May 1945. File No.: WL04 R 38.

For a term commencing this day.

**WATER****WATER ACT 1912**

AN application for a licence under section 10 of Part 2 of the Water Act 1912, being within a proclaimed (declared) local area under section 5 (4) of the said Act, has been received as follows:

DUO PTY LIMITED for 2 x 660mm axial flow pumps on Marthaguy Creek both Easement within Lot 2, DP 1128480, Parish of Willenbone, County of Clyde, for irrigation of 194 hectares (permanent transfer). (Reference: 80SL96358). (GA1822225).

Any inquiries should be directed to (02) 6841 7414.

Written objections, from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with the NSW Office of Water, PO Box 717, Dubbo NSW 2830, within 28 days of this publication.

RICHARD WHEATLEY,  
Senior Licensing Officer

## Other Notices

### ANTI-DISCRIMINATION ACT 1977 (NSW)

#### Exemption Order

- (A) Under the provisions of section 126 of the Anti-Discrimination Act 1977 (NSW), the President, in consultation of the Anti-Discrimination Board, but for the purposes only of meeting the Applicant's legal obligations pursuant to:
- Manufacturing Licence Agreements;
  - Technical Assistance Agreements;
  - Proprietary Information Agreements; and/or
  - Export licences granted by the US Department of Commerce;
- pursuant to the United States International Traffic in Arms Regulations ("ITAR") and Export Administration Regulations ("EAR"), (together, the "US Regulations"), the Applicant is granted an exemption from sections 8, 10 and 51 of the Anti-Discrimination Act 1977 (NSW) to permit the Applicant to do the following:
- a. ask present and future employees and contractors to disclose their full names;
  - b. ask present and future employees and contractors to declare their exact citizenship (including any dual citizenship) and their country of birth;
  - c. require present and future employees and contractors to produce a photocopy of their passport(s);
  - d. require present and future employees and contractors to wear a badge confirming their right to access ITAR Controlled Material or their level of access to any ITAR Controlled Material. Such badges may be coded but not in such a way as to identify the citizenship, as declared or country of birth of the person or the reasons for that person's level of access;
  - e. require present and future employees and contractors involved in projects which use ITAR Controlled Material, to notify the Applicant of any change to their citizenship status, to the best of their knowledge and belief;
  - f. restrict access, by means of transfer if necessary, to controlled technology to particular members of the Applicant's workforce, based on their citizenship or country of birth;
  - g. reject applications from prospective employees and contractors for positions related to projects which use ITAR Controlled Material, based on the prospective employee or contractor's citizenship, as declared or country of birth, but not on the basis of the prospective employee's descent or ethnic or ethno-religious or national origin;
  - h. advertise controlled positions with the Applicant as being subject to the Exemption Order;
  - i. record and maintain a register ("Register") of those employees and contractors that are permitted to access ITAR Controlled Material or work on controlled projects due to citizenship or country of birth status. Access to the register to be limited to only those employees, (including contractors' staff), contract workers and agents of the Applicant with a need to know; and
  - j. ask present and future employees and contractors to execute a non-disclosure agreement in accordance with the licence or Technical Assistance Agreement required by the Department of State, United States of America, in the event they are authorised to have access to ITAR Controlled Material.
- (B) This Exemption Order does not extend to any other identification, collection, storage or use of information in relation to any employee in respect of that employee's race, colour, nationality, descent or ethnic, ethno-religious or national origin. Except to the extent expressly provided for herein, this Exemption Order does not excuse or purport to excuse, the Applicant from complying with its obligations pursuant to the Anti-Discrimination Act 1977 (NSW) or any other legislation or at common law.
- (C) The Applicant is required, prior to taking any action permitted by this Exemption Order, to provide all employees, and prospective employees with:
- i. express notice that they may be adversely affected by this exemption if they are not an Australian citizen or if they hold dual citizenship;
  - ii. a reasonable explanation in plain English of the nature of any adverse effects of such action to them; and
  - iii. information (at the time of recruitment in the case of prospective employees) about how they can apply for Australian citizenship.
- (D) In addition to the above conditions the Applicant is required to:
1. produce comprehensive anti-discrimination policies governing all aspects of the work and workforce, including management, and with particular regard to race discrimination, vilification and harassment and victimisation;
  2. establish concise and comprehensive dispute resolution and grievance procedures to receive, investigate and resolve discrimination complaints and grievances and, in particular, those relating to race discrimination, vilification and harassment and victimisation;
  3. implement training programs, including at induction, to ensure that all members of the Applicant's workforce, including management, are fully informed of their rights and obligations under such policies and procedures, particularly with regard to issues of race discrimination, vilification, harassment and victimisation;
  4. ensure that all members of the workforce, including management, receive regular education and training in issues of discrimination, particularly race discrimination, vilification, harassment and victimisation;
  5. take steps to fully inform the workforce, including management, of their rights under the Anti-Discrimination Act 1977 (NSW) and, in particular, but not limited to, the complaints procedure under the Anti-Discrimination Act 1977 (NSW) and to ensure that all members of the workforce, including management, are aware of the rights of aggrieved persons to take their complaints to the Anti-Discrimination Board and through the Administrative Decisions Tribunal;
  6. take steps to fully inform the workforce, including management, of the requirements of, and their rights



and obligations under, the Racial Discrimination Act 1975 (Cth);

7. notify the Board if the discriminatory terms and provisions of the relevant US legislation and/or Regulations are repealed or become inoperative, so that this Exemption Order may be revoked or amended.
- (E) The Applicant is required to advise the Anti-Discrimination Board, every six months from the date of this Exemption Order, over the period specified in this Order, of:
1. The steps they have taken to comply with all the above conditions, including:
    - a. the number of job applicants rejected for ITAR purposes, but subsequently appointed to other roles within each reporting period;
    - b. the number of employees retrenched or redeployed due to ITAR requirements and any steps taken to minimise retrenchment or redeployment, and any steps taken generally to mitigate the impact of the Applicant's responsibility under ITAR on the deployment of its workforce within each reporting period;
    - c. the number of vacancies advertised within each reporting period, including the number of such vacancies where candidates were required to satisfy ITAR related requirements.
  2. The implementation and compliance generally with the terms of this Exemption Order.
- (F) The Applicant is required to take all reasonable steps to ensure that any employees adversely affected by this Exemption Order, retain employment with the Applicant, and do not suffer a reduction in wages, salary or opportunity for advancement.

If the Applicant, in order to enable it to comply with the US Regulations or related contractual obligations associated with the US Regulations, moves a member of the workforce from one project to another, the Applicant must take reasonable steps both to explain to that person why the transfer has occurred and to avoid any race-based hostility that might result from the transfer.

Where prospective employees adversely affected by this Exemption Order would otherwise have been acceptable to the Applicant as employees, the Applicant is required to consider and, if feasible, implement reasonable and practicable alternatives to rejection, such as employment in other work or obtaining the necessary approvals under the US Regulations.

In this Exemption Order:

- the expression the Applicant means Thales Australia Limited and ADI Munitions Pty Limited; and
- the expression 'ITAR Controlled Material' means controlled defence articles, technical data and defence services which are the subject of export controls under the US Regulations.

This Exemption is granted from the date of this order until 14 October 2014.

Dated this 21st day of December 2011.

STEPAN KERKYASHARIAN, A.O.,  
President,  
Anti-Discrimination Board of NSW

## ANTI-DISCRIMINATION ACT 1977 (NSW)

### Exemption Order

- (A) Under the provisions of section 126 of the Anti-Discrimination Act 1977 (NSW), the President, in consultation of the Anti-Discrimination Board, but for the purposes only of meeting the Applicant's legal obligations pursuant to:

- Manufacturing Licence Agreements;
- Technical Assistance Agreements;
- Proprietary Information Agreements; and/or
- Export licences granted by the US Department of Commerce;

pursuant to the United States International Traffic in Arms Regulations ("ITAR") and Export Administration Regulations ("EAR"), (together, the "US Regulations"), the Applicant is granted an exemption from sections 8, 10 and 51 of the Anti-Discrimination Act 1977 (NSW) to permit the Applicant to do the following:

- a. ask present and future employees and contractors to disclose their full names;
- b. ask present and future employees and contractors to declare their exact citizenship (including any dual citizenship) and their country of birth;
- c. require present and future employees and contractors to produce a photocopy of their passport(s);
- d. require present and future employees and contractors to wear a badge confirming their right to access ITAR Controlled Material or their level of access to any ITAR Controlled Material. Such badges may be coded but not in such a way as to identify the citizenship, as declared or country of birth of the person or the reasons for that person's level of access;
- e. require present and future employees and contractors involved in projects which use ITAR Controlled Material, to notify the Applicant of any change to their citizenship status, to the best of their knowledge and belief;
- f. restrict access, by means of transfer if necessary, to controlled technology to particular members of the Applicant's workforce, based on their citizenship or country of birth;
- g. reject applications from prospective employees and contractors for positions related to projects which use ITAR Controlled Material, based on the prospective employee or contractor's citizenship, as declared or country of birth, but not on the basis of the prospective employee's descent or ethnic or ethno-religious or national origin;
- h. advertise controlled positions with the Applicant as being subject to the Exemption Order;
- i. record and maintain a register ("Register") of those employees and contractors that are permitted to access ITAR Controlled Material or work on controlled projects due to citizenship or country of birth status. Access to the register to be limited to only those employees, (including contractors' staff), contract workers and agents of the Applicant with a need to know; and
- j. ask present and future employees and contractors to execute a non-disclosure agreement in accordance with the licence or Technical Assistance Agreement required by the Department of State, United States



- of America, in the event they are authorised to have access to ITAR Controlled Material.
- (B) This Exemption Order does not extend to any other identification, collection, storage or use of information in relation to any employee in respect of that employee's race, colour, nationality, descent or ethnic, ethno-religious or national origin. Except to the extent expressly provided for herein, this Exemption Order does not excuse or purport to excuse, the Applicant from complying with its obligations pursuant to the Anti-Discrimination Act 1977 (NSW) or any other legislation or at common law.
- (C) The Applicant is required, prior to taking any action permitted by this Exemption Order, to provide all employees, and prospective employees with:
- a) express notice that they may be adversely affected by this exemption if they are not an Australian citizen or if they hold dual citizenship;
  - b) a reasonable explanation in plain English of the nature of any adverse effects of such action to them; and
  - c) information (at the time of recruitment in the case of prospective employees) about how they can apply for Australian citizenship.
- (D) In addition to the above conditions the Applicant is required to:
1. produce comprehensive anti-discrimination policies governing all aspects of the work and workforce, including management, and with particular regard to race discrimination, vilification and harassment and victimisation;
  2. establish concise and comprehensive dispute resolution and grievance procedures to receive, investigate and resolve discrimination complaints and grievances and, in particular, those relating to race discrimination, vilification and harassment and victimisation;
  3. implement training programs, including at induction, to ensure that all members of the Applicant's workforce, including management, are fully informed of their rights and obligations under such policies and procedures, particularly with regard to issues of race discrimination, vilification, harassment and victimisation;
  4. ensure that all members of the workforce, including management, receive regular education and training in issues of discrimination, particularly race discrimination, vilification, harassment and victimisation;
  5. take steps to fully inform the workforce, including management, of their rights under the Anti-Discrimination Act 1977 (NSW) and, in particular, but not limited to, the complaints procedure under the Anti-Discrimination Act 1977 (NSW) and to ensure that all members of the workforce, including management, are aware of the rights of aggrieved persons to take their complaints to the Anti-Discrimination Board and through the Administrative Decisions Tribunal;
  6. take steps to fully inform the workforce, including management, of the requirements of, and their rights and obligations under, the Racial Discrimination Act 1975 (Cth);
7. notify the Board if the discriminatory terms and provisions of the relevant US legislation and/or Regulations are repealed or become inoperative, so that this Exemption Order may be revoked or amended.
- (E) The Applicant is required to advise the Anti-Discrimination Board, every six months from the date of this Exemption Order, over the period specified in this Order, of:
1. The steps they have taken to comply with all the above conditions, including:
    - a. the number of job applicants rejected for ITAR purposes, but subsequently appointed to other roles within each reporting period;
    - b. the number of employees retrenched or redeployed due to ITAR requirements and any steps taken to minimise retrenchment or redeployment, and any steps taken generally to mitigate the impact of the Applicant's responsibility under ITAR on the deployment of its workforce within each reporting period;
    - c. the number of vacancies advertised within each reporting period, including the number of such vacancies where candidates were required to satisfy ITAR related requirements.
  2. The implementation and compliance generally with the terms of this Exemption Order.
- (F) The Applicant is required to take all reasonable steps to ensure that any employees adversely affected by this Exemption Order, retain employment with the Applicant, and do not suffer a reduction in wages, salary or opportunity for advancement.
- If the Applicant, in order to enable it to comply with the US Regulations or related contractual obligations associated with the US Regulations, moves a member of the workforce from one project to another, the Applicant must take reasonable steps both to explain to that person why the transfer has occurred and to avoid any race-based hostility that might result from the transfer.
- Where prospective employees adversely affected by this Exemption Order would otherwise have been acceptable to the Applicant as employees, the Applicant is required to consider and, if feasible, implement reasonable and practicable alternatives to rejection, such as employment in other work or obtaining the necessary approvals under the US Regulations.
- In this Exemption Order:
- the expression "the Applicant" means BAE Systems Australia Ltd;
  - the expression "ITAR Controlled Material" means controlled defence articles, technical data and defence services which are the subject of export controls under the US Regulations.
- This Exemption is granted for a period of sixty days.
- Dated this 21st day of December 2011.
- STEPAN KERKYASHARIAN, A.O.,  
President,  
Anti-Discrimination Board of NSW

**ANTI-DISCRIMINATION ACT 1977 (NSW)**

## Exemption Order

- (A) Under the provisions of section 126 of the Anti-Discrimination Act 1977 (NSW), the President, in consultation of the Anti-Discrimination Board, but for the purposes only of meeting the Applicant's legal obligations pursuant to:
- Manufacturing Licence Agreements;
  - Technical Assistance Agreements;
  - Proprietary Information Agreements; and/or
  - Export licences granted by the US Department of Commerce;
- pursuant to the United States International Traffic in Arms Regulations ("ITAR") and Export Administration Regulations ("EAR"), (together, the "US Regulations"), the Applicant is granted an exemption from sections 8, 10 and 51 of the Anti-Discrimination Act 1977 (NSW) to permit the Applicant to do the following:
- a. ask present and future employees and contractors to disclose their full names;
  - b. ask present and future employees and contractors to declare their exact citizenship (including any dual citizenship) and their country of birth;
  - c. require present and future employees and contractors to produce a photocopy of their passport(s);
  - d. require present and future employees and contractors to wear a badge confirming their right to access ITAR Controlled Material or their level of access to any ITAR Controlled Material. Such badges may be coded but not in such a way as to identify the citizenship, as declared or country of birth of the person or the reasons for that person's level of access;
  - e. require present and future employees and contractors involved in projects which use ITAR Controlled Material, to notify the Applicant of any change to their citizenship status, to the best of their knowledge and belief;
  - f. restrict access, by means of transfer if necessary, to controlled technology to particular members of the Applicant's workforce, based on their citizenship or country of birth;
  - g. reject applications from prospective employees and contractors for positions related to projects which use ITAR Controlled Material, based on the prospective employee or contractor's citizenship, as declared or country of birth, but not on the basis of the prospective employee's descent or ethnic or ethno-religious or national origin;
  - h. advertise controlled positions with the Applicant as being subject to the Exemption Order;
  - i. record and maintain a register ("Register") of those employees and contractors that are permitted to access ITAR Controlled Material or work on controlled projects due to citizenship or country of birth status. Access to the register to be limited to only those employees, (including contractors' staff), contract workers and agents of the Applicant with a need to know; and
  - j. ask present and future employees and contractors to execute a non-disclosure agreement in accordance with the licence or Technical Assistance Agreement required by the Department of State, United States of America, in the event they are authorised to have access to ITAR Controlled Material.
- (B) This Exemption Order does not extend to any other identification, collection, storage or use of information in relation to any employee in respect of that employee's race, colour, nationality, descent or ethnic, ethno-religious or national origin. Except to the extent expressly provided for herein, this Exemption Order does not excuse or purport to excuse, the Applicant from complying with its obligations pursuant to the Anti-Discrimination Act 1977 (NSW) or any other legislation or at common law.
- (C) The Applicant is required, prior to taking any action permitted by this Exemption Order, to provide all employees, and prospective employees with:
- a) express notice that they may be adversely affected by this exemption if they are not an Australian citizen or if they hold dual citizenship;
  - b) a reasonable explanation in plain English of the nature of any adverse effects of such action to them; and
  - c) information (at the time of recruitment in the case of prospective employees) about how they can apply for Australian citizenship.
- (D) In addition to the above conditions the Applicant is required to:
1. produce comprehensive anti-discrimination policies governing all aspects of the work and workforce, including management, and with particular regard to race discrimination, vilification and harassment and victimisation;
  2. establish concise and comprehensive dispute resolution and grievance procedures to receive, investigate and resolve discrimination complaints and grievances and, in particular, those relating to race discrimination, vilification and harassment and victimisation;
  3. implement training programs, including at induction, to ensure that all members of the Applicant's workforce, including management, are fully informed of their rights and obligations under such policies and procedures, particularly with regard to issues of race discrimination, vilification, harassment and victimisation;
  4. ensure that all members of the workforce, including management, receive regular education and training in issues of discrimination, particularly race discrimination, vilification, harassment and victimisation;
  5. take steps to fully inform the workforce, including management, of their rights under the Anti-Discrimination Act 1977 (NSW) and, in particular, but not limited to, the complaints procedure under the Anti-Discrimination Act 1977 (NSW) and to ensure that all members of the workforce, including management, are aware of the rights of aggrieved persons to take their complaints to the Anti-Discrimination Board and through the Administrative Decisions Tribunal;
  6. take steps to fully inform the workforce, including management, of the requirements of, and their rights and obligations under, the Racial Discrimination Act 1975 (Cth);

7. notify the Board if the discriminatory terms and provisions of the relevant US legislation and/or Regulations are repealed or become inoperative, so that this Exemption Order may be revoked or amended.
- (E) The Applicant is required to advise the Anti-Discrimination Board, every six months from the date of this Exemption Order, over the period specified in this Order, of:
1. The steps they have taken to comply with all the above conditions, including:
    - a. the number of job applicants rejected for ITAR purposes, but subsequently appointed to other roles within each reporting period;
    - b. the number of employees retrenched or redeployed due to ITAR requirements and any steps taken to minimise retrenchment or redeployment, and any steps taken generally to mitigate the impact of the Applicant's responsibility under ITAR on the deployment of its workforce within each reporting period;
    - c. the number of vacancies advertised within each reporting period, including the number of such vacancies where candidates were required to satisfy ITAR related requirements.
  2. The implementation and compliance generally with the terms of this Exemption Order.
- (F) The Applicant is required to take all reasonable steps to ensure that any employees adversely affected by this Exemption Order, retain employment with the Applicant, and do not suffer a reduction in wages, salary or opportunity for advancement.

If the Applicant, in order to enable it to comply with the US Regulations or related contractual obligations associated with the US Regulations, moves a member of the workforce from one project to another, the Applicant must take reasonable steps both to explain to that person why the transfer has occurred and to avoid any race-based hostility that might result from the transfer.

Where prospective employees adversely affected by this Exemption Order would otherwise have been acceptable to the Applicant as employees, the Applicant is required to consider and, if feasible, implement reasonable and practicable alternatives to rejection, such as employment in other work or obtaining the necessary approvals under the US Regulations.

In this Exemption Order:

- the expression "the Applicant" means Lockheed Martin Australia Pty Ltd;
- the expression "ITAR Controlled Material" means controlled defence articles, technical data and defence services which are the subject of export controls under the US Regulations.

This Exemption is granted for a period of sixty days.

Dated this 21st day of December 2011.

STEPAN KERKYASHARIAN, A.O.,  
President,  
Anti-Discrimination Board of NSW

### ASSOCIATIONS INCORPORATION ACT 2009

Reinstatement of Cancelled Association Pursuant to Section 84

TAKE notice that the incorporation of BATLOW SENIOR CITIZENS VILLAGE ASSOCIATION INC (Y0758017) cancelled on 26 September 2008 is reinstated pursuant to section 84 of the Associations Incorporation Act 2009.

Dated this 20th day of December 2011.

ROBYNE LUNNEY,  
A/Manager, Case Management,  
Registry of Co-operatives & Associations,  
NSW Fair Trading,  
Department of Finance & Services

### ASSOCIATIONS INCORPORATION ACT 2009

Reinstatement of Cancelled Association Pursuant to Section 84

TAKE notice that the incorporation of KOBAYAT CHARITABLE ASSOCIATION INC (Y0922135) cancelled on 12 August 2011 is reinstated pursuant to section 84 of the Associations Incorporation Act 2009.

Dated this 20th day of December 2011.

ROBYNE LUNNEY,  
A/Manager, Case Management,  
Registry of Co-operatives & Associations,  
NSW Fair Trading,  
Department of Finance & Services

### COMPANION ANIMALS REGULATION 2008

Order

Organisations Approved by the Chief Executive,  
Local Government, under Clause 16 (d) of the  
Companion Animals Regulation 2008

PURSUANT to clause 16 (d) of the Companion Animals Regulation 2008, the organisation listed in Schedule 1 is hereby approved, subject to the conditions contained in Schedule 2.

#### SCHEDULE 1

<i>Name of organisation</i>	<i>Address of organisation</i>	<i>Name of contact officer for organisation</i>
Puppy Love Rescue	128 Alton Road, Cooranbong NSW 2265	Ms Colleen Moloney

#### SCHEDULE 2

1. The exemption under clause 16 (d) of the Companion Animals Regulation 2008 from the requirements of section 9 of the Companion Animals Act 1998 only applies to an animal in the custody of an organisation listed in Schedule 1 if the organisation is holding that animal for the sole purpose of re-housing the animal with a new owner.

2. The exemption under clause 16 (d) of the Companion Animals Regulation 2008 from the requirements of section 9 of the Companion Animals Act 1998 only applies to an animal in the custody of an organisation listed in Schedule 1 if the organisation maintains appropriate records that show compliance with the Companion Animals Act 1998, Companion Animals Regulation 2008 and the Guidelines for Approval to be an Organisation Exempt from Companion Animal Registration under clause 16 (d) of the Companion Animals Regulation 2008.
3. The exemption under clause 16 (d) of the Companion Animals Regulation 2008 from the requirements of section 9 of the Companion Animals Act 1998 only applies to an animal in the custody of an organisation listed in Schedule 1 if the organisation maintains a register that is made available to the relevant local council and the Division of Local Government, Department of Premier and Cabinet as requested. The Register must list the names of all carers involved in the rehoming of animals and the locations of all animals received under the exemption while in the custody of the organisation.
4. The exemption under clause 16 (d) of the Companion Animals Regulation 2008 from the requirements of section 9 of the Companion Animals Act 1998 expires five years from the date of this order, unless revoked or varied at an earlier time.

Date: 16 November 2011.

ROSS WOODWARD,  
Chief Executive, Local Government,  
Delegate of the Director General,  
Department of Premier and Cabinet

2. The exemption under clause 16 (d) of the Companion Animals Regulation 2008 from the requirements of section 9 of the Companion Animals Act 1998 only applies to an animal in the custody of an organisation listed in Schedule 1 if the organisation maintains appropriate records that show compliance with the Companion Animals Act 1998, Companion Animals Regulation 2008 and the Guidelines for Approval to be an Organisation Exempt from Companion Animal Registration under clause 16 (d) of the Companion Animals Regulation 2008.
3. The exemption under clause 16 (d) of the Companion Animals Regulation 2008 from the requirements of section 9 of the Companion Animals Act 1998 only applies to an animal in the custody of an organisation listed in Schedule 1 if the organisation maintains a register that is made available to the relevant local council and the Division of Local Government, Department of Premier and Cabinet as requested. The Register must list the names of all carers involved in the rehoming of animals and the locations of all animals received under the exemption while in the custody of the organisation.
4. The exemption under clause 16 (d) of the Companion Animals Regulation 2008 from the requirements of section 9 of the Companion Animals Act 1998 expires five years from the date of this order, unless revoked or varied at an earlier time.

Date: 16 November 2011.

ROSS WOODWARD,  
Chief Executive, Local Government,  
Delegate of the Director General,  
Department of Premier and Cabinet

### COMPANION ANIMALS REGULATION 2008

#### Order

Organisations Approved by the Chief Executive,  
Local Government, under Clause 16 (d) of the  
Companion Animals Regulation 2008

PURSUANT to clause 16 (d) of the Companion Animals Regulation 2008, the organisation listed in Schedule 1 is hereby approved, subject to the conditions contained in Schedule 2.

#### SCHEDULE 1

<i>Name of organisation</i>	<i>Address of organisation</i>	<i>Name of contact officer for organisation</i>
Arctic Breed Rescue	PO Box 5169, Chullora NSW 2190	Anna Karathanasis

#### SCHEDULE 2

1. The exemption under clause 16 (d) of the Companion Animals Regulation 2008 from the requirements of section 9 of the Companion Animals Act 1998 only applies to an animal in the custody of an organisation listed in Schedule 1 if the organisation is holding that animal for the sole purpose of re-housing the animal with a new owner.

### COMPANION ANIMALS REGULATION 2008

#### ORDER

Approval of Greyhound Re-training Program  
under Clause 33B (1) (a) of the  
Companion Animals Regulation 2008

PURSUANT to clause 33B (1) (a) of the Companion Animals Regulation 2008, I hereby approve of the body listed in Schedule 1 as a greyhound re-training program, subject to the conditions listed in Schedule 2.

#### SCHEDULE 1

<i>Name of body</i>	<i>Address of body</i>	<i>Name of contact officer</i>
Greenhounds	Building B, 1 Homebush Bay Drive, Rhodes NSW 2138	Mr Tony O'Mara, General Manager, Growth and Sustainability

#### SCHEDULE 2

1. Approval as a greyhound re-training program under clause 33B (1) (a) of the Companion Animals Regulation 2008 applies to the body listed in Schedule 1 for purposes consistent with the clause only in so far as they relate to the administration of the in-home greyhound re-training program outlined in section 4.2 of the Guidelines for



approval as a greyhound re-training program under clause 33B (1) (a) of the Companion Animals Regulation 2008.

2. Approval as a greyhound re-training program applies to the body listed in Schedule 1 only if the body continues to comply with the requirements of sections 7.2, 7.3, 7.7, 7.11, 7.12 and 7.13 of the aforementioned Guidelines.
3. This approval expires five years from the date of this order unless revoked or varied earlier.

Date: 20 December 2011.

ROSS WOODWARD,  
Chief Executive, Local Government,  
Delegate of the Director General,  
Department of Premier and Cabinet

### CRIMINAL PROCEDURE REGULATION 2010

#### ORDER

I, GREG SMITH, S.C., M.P., Attorney General, pursuant to Clause 57 of the Criminal Procedure Regulation 2010, declare the Local Court sitting at the locations listed below to be, from 27 January 2012, places for the Forum Sentencing Intervention Program, established under Part 7 of the Regulation.

Port Macquarie	Richmond
Kempsey	Windsor
Taree	Lithgow
Wauchope	Tamworth
Forster	Inverell
Gloucester	Armidale
Cessnock	Moree
Maitland	Glen Innes
Muswellbrook	Tenterfield
Singleton	Walcha
Dungog	Quirindi
Scone	Warialda
Murrurundi	Gunnedah
Kurri Kurri	Boggabilla
East Maitland	Mungindi
Penrith	Narrabri
Katoomba	Wee Waa

GREG SMITH, S.C., M.P.,  
Attorney General

### LOCAL GOVERNMENT ACT 1993

Decrease in Number of Councillors

Gloucester Shire Council

I, DON PAGE, M.P., Minister for Local Government, in pursuance of sections 224A and 294A of the Local Government Act 1993, do hereby approve of the number of councillors of the Gloucester Shire Council being decreased from nine to seven.

PROVIDED:

1. The decrease takes effect on and from the date of the next ordinary election of the Council.

2. A casual vacancy in civic office occurring during the period starting from the date of this approval and until the next ordinary election is not to be filled unless the vacancy would cause the number of councillors of the Council to become less than seven.

Dated this 12 day of December 2011.

DON PAGE, M.P.,  
Minister for Local Government

### NATIONAL PARKS AND WILDLIFE ACT 1974

Nadgigomar Nature Reserve

Plan of Management

A plan of management for Nadgigomar Nature Reserve was adopted by the Minister for the Environment on 17 October 2011. Copies of the plan may be obtained from the NPWS office at 55 Graham Street, Nowra (phone 4423 2170). The plan is also on the website: [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au).

### 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>
Robert TAYLOR 11B Eagle Drive, Jandakot WA 6164	16 December 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>
Christopher GOYMER 7 Keperra Place Moree NSW 2400	20 December 2011

**PRACTICE NOTE No. 2 OF 2011**

Local Court of New South Wales

Issued: 7 March 2011

Reissued: 15 December 2011

Forum Sentencing Programme

**1. Introduction**

- 1.1 This Practice Note revises and replaces Practice Note No. 5 of 2008, which is hereby withdrawn.
- 1.2 Forum sentencing is an additional sentencing option for Courts at the following locations:
  - Burwood / Balmain / Newtown
  - Campbelltown / Camden / Moss Vale / Picton
  - Liverpool / Fairfield
  - Tweed Heads / Murwillumbah / Byron Bay / Mullumbimby
  - Newcastle / Toronto / Belmont / Raymond Terrace
  - Gosford / Wyong / Woy Woy
  - Parramatta / Ryde
  - Bankstown / Sutherland / Kogarah
  - Lismore / Ballina / Casino / Kyogle
  - Coffs Harbour / Grafton / Bellingen / Macksville / Maclean
  - Downing Centre / Central / Waverley

Additional Courts may be added from time to time.

- 1.3 The programme provides for the referral of offenders who have pleaded guilty or have been found guilty of offences and for whom there is a likelihood of a custodial sentence, to be referred to a Forum. At the Forum the offender and the victim or victims of the offence, the police and others affected by the offence are brought together with a Forum facilitator to discuss what happened, how people were affected by the offence and develop an Intervention Plan for the offender.
- 1.4 The eligibility criteria along with the aims of the programme are set out in Part 7 of the Criminal Procedure Regulation 2010.

**2. Referrals for Suitability Assessment**

- 2.1. Referrals may be made:
  - (a) By the Court on its own motion, or
  - (b) On application by the offender, their representative or a prosecutor.
- 2.2. If eligible to participate, Court proceedings are to be adjourned for up to 2 weeks for the Forum Sentencing Program Administrator (the Administrator) to assess the offender's suitability.
- 2.3. During the adjournment for the suitability assessment, the Administrator will contact the victim/s to ascertain whether they wish to participate in a Forum.
- 2.4. The Registrar is to provide the Administrator with a statement of facts as approved by the Court and a copy of the offender's criminal history.

**3. Forum Participation Order**

- 3.1. If assessed suitable, the Magistrate will consider placement of the offender into the programme by making a Forum Participation Order. Both the offender and the prosecutor may be heard. If

not considered suitable, the matter will proceed through the ordinary court process.

- 3.2. The Court will adjourn the matter for no longer than 8 weeks.
- 3.3. The Court may order a pre-sentence report (if required). Subject to the consent of the offender, information obtained by Probation and Parole should be made available to the Forum facilitator.

**4. Intervention Plans**

- 4.1. The content of an Intervention Plan and participation at the Forum is a matter solely within the discretion of the Administrator and Forum facilitator. It may include attendances at the Forum, details of agreement reached at the Forum, and whether that agreement requires any further action on behalf of the offender that would require supervision by either the Administrator or Probation and Parole. It may also include a recommendation to the Court for an intervention order sentence or further matters to be considered, such as individual and group counselling, treatment programs or psychiatric treatment.
- 4.2. The Court may refer the Intervention Plan back to the Administrator for amendment. Amendments must be approved by the victim/s and offender or they will not be made. If so approved, the Administrator shall revise the agreement and report back to the Court within seven days.
- 4.3. No more than one referral to revise the Intervention Plan is permitted.
- 4.4. If the Intervention Plan is not approved and a revised Intervention Plan is not approved, sentencing will proceed in the ordinary manner.

**5. On the adjournment date**

- 5.1. On the adjournment date, the Court is to receive a Forum Report and the draft Intervention Plan. The Forum Report sets out any recommendations not included in the draft Intervention Plan, including any recommendation to the Court that a compensation order be made and/or details of financial reparations or a donation that the offender has agreed to make.
- 5.2. If the Court is satisfied with the draft Intervention Plan, the Court may make an order approving the Intervention Plan.
- 5.3. Following approval of the Intervention Plan the Court may exercise the following options:
  - (a) Make a further order adjourning the proceedings pursuant to section 36A of the Bail Act 1978 or section 11 (1) (b2) of the Crimes (Sentencing Procedure) Act 1999 ('CSP Act'); or
  - (b) Proceed to sentence pursuant to sections 9, 10 or 12 of the CSP Act. Section 95A of the CSP Act may apply to sentences imposed under these provisions.
- 5.4. If the Court proceeds to sentence in accordance with paragraph 5.3 (b) and imposes a good behaviour bond, any provision in a draft Intervention Plan or recommendation in the Forum Report for the making of financial reparations or a donation by the offender is not to be included as a condition of the good behaviour bond.

- 5.5. The Court may make a compensation order in accordance with any recommendations contained in the Forum Report.
- 5.6. Successful completion of the Forum sentencing programme is a matter that may be taken into account by the Court upon sentence.
- 5.7. Where the Court makes an order in which an approved Intervention Plan is part of the sentence, the Court will specify who is to supervise the Intervention Plan and any other part of the order, and set time limits within which parts of the Intervention Plan are to be completed. If required, an order of the Court can be supervised by the Administrator, Probation and Parole or both.
- 6. After sentencing**
- 6.1. The Court is to be advised by the supervising party whether or not the Intervention Plan is satisfactorily completed.
- 6.2. In the event the Court is advised that the Intervention Plan has not been satisfactorily completed, the Court may:
- Take no action;
  - Issue a notice of call up; or
  - Issue a warrant.
- 6.3. If the Intervention Plan is part of a sentence supervised only by Probation and Parole, breach action by Probation and Parole will be dealt with in the usual way.

Judge GRAEME HENSON,  
Chief Magistrate

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## PRACTICE NOTE SC GEN – 19

Subpoenas – proposed access orders and the return of subpoena list

### Commencement

- This Practice Note was issued on 21 December 2011 and commences on 3 January 2012.

### Application

- This Practice Note applies to the Court of Appeal and Supreme Court civil proceedings.

### Definitions

- In this Practice Note:
  - Default access orders means general access to all parties. An order for general access includes permission to copy documents.
  - Issuing party means the party requesting the issue of a subpoena for production
  - Producing person means the person to whom a subpoena for production is addressed
  - Produced documents means documents produced in answer to a subpoena
  - Return date means the date on the subpoena on which the Producing person is required to produce the relevant documents or any later date that the subpoena has been adjourned to, and
  - Subpoena Registrar means the Registrar assigned to manage the return of Subpoena List.

### Introduction

- The purpose of this Practice Note is to inform:
  - parties of:
    - a new procedure, similar to the procedure used in the District Court, Sydney Registry, that requires subpoenas for production to include a proposed access order
    - the Court's practice in relation to granting access to Produced documents, and
  - Producing persons and parties of the Court's practice in the Subpoena List
- This Practice Note should be read with Practice Note SC – GEN 18 – Production of & access to subpoenaed material and returning exhibits and subpoenaed material in civil proceedings.

### Proposed Access Order

- A subpoena to produce or to give evidence and produce must include either:
  - a proposed access order for the documents to be produced and the reasons for that order, or
  - Default access orders.
- If the Issuing party does not propose an access order then the Default access order will apply.
- If the nature of the documents to be produced under the subpoena mean that one or more of the parties may be entitled to claim privilege or seek orders restricting access in relation to all or some of the documents, then the Issuing party must nominate a proposed access order that provides first access to the party that may be entitled to claim privilege or apply for restricted access. In proceedings where the plaintiff may be entitled to claim privilege or apply for orders to restrict access, the usual order is: plaintiff to have access for 7 days then, in the absence of further application, general access. The terms of the proposed access order should be amended as appropriate to suit the particular case.

### Serving the subpoena

- A copy of the subpoena must be served on all other active parties to the proceedings.

### Access Orders

- The Court produces a list of all documents produced under subpoena, notice to produce or order for production, for proceedings that are listed in the return of subpoena list. This list also includes any documents previously produced in the proceedings. The list shows the proposed access orders, and in relation to documents previously produced and where access has been granted, a summary of the access order. This list is available in the Subpoena Registrar's courtroom and is published on the Court's website (on the Court Lists page), the evening of the business day prior to the return date.
- Information about produced documents (the Producing person, a description of the documents, and the proposed access orders or the access orders granted) in a case can also be viewed online using JusticeLink eServices. For information about how to register for JusticeLink eServices see <http://www.lawlink.nsw.gov.au/eservices>
- A party cannot access produced documents until the Court has made an order allowing the party to access the documents.

13. The Court will make access orders on the Return date in relation to:
- Produced documents that have been produced to the registry before the close of the business day before the Return date, and
  - Produced documents that are produced in court on the Return date where the Producing person has no objection to the proposed access order and no other party appears to object to the proposed access order.
14. Unless the Court otherwise orders, it will make orders in accordance with the proposed access orders contained in the subpoena. If a proposed access order has not been included in the subpoena, the court will make the default access order in relation to the subpoenaed material.
15. If all the parties agree to the proposed access order then there is no need for the parties to attend on the Return date.
16. Any party or the Producing person may object to the Issuing party about the proposed access order. The issuing party must notify all other parties of the objection. Parties who wish to contest the proposed access order must appear on the Return date and argue the question before the Subpoena Registrar.

#### Applications

17. Any application by a Producing person for costs of production should be made on the Return date.
18. Contested applications, including applications to set aside subpoenas, that cannot be conveniently dealt with in the return of subpoena list will be listed before a Registrar, either the Subpoena Registrar or the Registrar of the list in which the case is being managed.

#### Adjournments

19. If some or all of the documents have not been produced by the Return date or the Producing person and the parties to the proceedings cannot agree as to the terms of an access order or there is a pending application in relation to the subpoena, then the subpoena can be stood-over.
20. The Issuing party can apply to stand-over the subpoena by filling in the "Return date folder" which is available in the Subpoena Registrar's courtroom. If the Issuing party and Producing person party cannot agree on a new return date the Subpoena Registrar will deal with the matter.
21. If neither the Issuing party nor the Producing person appears and the subpoena has not been complied with or fully complied with, the Issuing party can apply for an adjourned date for the subpoena by emailing the registry at [supreme\\_court@courts.nsw.gov.au](mailto:supreme_court@courts.nsw.gov.au) and providing the following details:
- case number and name of parties
  - name of Producing person and Return date missed, and
  - Proposed access orders.
22. The Issuing party must notify the Producing person and all other active parties to the proceedings of any adjourned return date.

Dated: 21 December 2011.

T. F. BATHURST,  
Chief Justice of NSW

#### Related information

Uniform Civil Procedure Rules 2005  
UCPR Forms 26A and 27A  
SC Gen 3 – *Supreme Court – Copying of court documents*  
SC Gen 7 – *Supreme Court – Use of technology*  
SC Gen 18 – *Production of & access to subpoenaed material and returning exhibits and subpoenaed material in civil proceedings*

#### Amendment history

21 December 2011: Practice Note SC GEN 19 was issued on 21 December 2011 to commence from 3 January 2012.

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#### RETENTION OF TITLE

HER Excellency the Governor, by deputation of Her Majesty the Queen, has been pleased to approve of the retention of the title "Honourable" by Roger David GILES, who served as a Judge of the Supreme Court of New South Wales from 6 May 1988 until his retirement on 23 December 2011.

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#### RETENTION OF TITLE

HER Excellency the Governor, by deputation of Her Majesty the Queen, has been pleased to approve of the retention of the title "Honourable" by Bruce Meredith JAMES, who served as a Judge of the Supreme Court of New South Wales from 8 May 1991 until his retirement on 9 December 2011.

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#### 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>
HANGER Robert	17 September 1973	1 September 2011	2 December 2011

D. J. MOONEY,  
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>
MORRIS Michael Petersen	PO Box 439 Wentworthville 2145	6 December 2011



<i>Name</i>	<i>Address</i>	<i>Effective Date</i>
SEIDLER Adrian Luke	Bowdens Group 8 Palmer Street Parramatta 2150	6 December 2011

D. J. MOONEY,  
President  
S. G. GLENCORSE,  
Registrar

issued at the Dubbo Local Court for Malcolm John NADEN, wanted for the murder of Kristy SCHOLES.

On 4th January 2004, Lateesha NOLAN disappeared from the Dubbo area. Malcolm NADEN is wanted for questioning regarding her disappearance.

Notice is hereby given that a reward of up to two hundred and fifty thousand dollars (\$250,000) will be paid by the Government of New South Wales for information leading to the arrest of Malcolm John NADEN for the murder of Kristy SCHOLES.

The allocation of this reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in the matter. Any information, which will be treated as confidential, may be given at any time of the day or night at any Police Station or by telephone –

Police Headquarters telephone (02) 9281 0000  
or Crime Stoppers on 1800 333 000

The Hon. MICHAEL GALLACHER, M.L.C.,  
Minister for Police and Emergency Services  
and Minister for the Hunter

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### TRANSPORT ADMINISTRATION ACT 1988 No. 109

THE Minister for Transport has approved of the closure of the following railway level crossing under section 99B of the Transport Administration Act 1988 No. 109:

Departmental Pedestrian Level Crossing near  
Queanbeyan on the Joppa Junction to Queanbeyan  
line at rail kilometres 321.360

All rights, easements and privileges in relation to this railway level crossing are now extinguished.

JOHN ROBERTSON, M.L.C.,  
Minister for Transport  
and Minister for Central Coast

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### TRANSPORT ADMINISTRATION ACT 1988

Order No. 95

Amendments to Passenger Fares and Coaching Rates  
Handbook Commencing on 2 January 2012

RAIL CORPORATION NEW SOUTH WALES, pursuant to section 85 of the Transport Administration Act 1988, makes the following order:

1. This Order shall take effect from 2 January 2012.
2. The handbook issued by Rail Corporation New South Wales entitled "Passenger Fares and Coaching Rates Handbook – Effective from 1 July 2011" and adopted and incorporated by reference in Order No. 94 published in the *New South Wales Government Gazette*, is withdrawn.
3. The new handbook issued by Rail Corporation New South Wales entitled "Passenger Fares and Coaching Rates Handbook – Effective from 2 January 2012" is adopted by reference in this order and replaces the handbook referred to in 2 above.

Office of the Minister for Police  
Sydney, NSW  
9 December 2011

### WANTED

Malcolm John NADEN

FOR THE MURDER OF Kristy SCHOLES AND THE  
DISAPPEARANCE AND SUSPECTED MURDER OF  
Lateesha NOLAN

TWO HUNDRED AND FIFTY THOUSAND DOLLARS  
(\$250,000) REWARD

ON the 22nd June 2005, the body of Kristy SCHOLES, aged 24, was located inside premises at 215 Bunglegumbie Drive, Dubbo. On the 12th August 2005, an arrest warrant was



Independent Pricing and Regulatory Tribunal

## Rural and Regional Bus Services

**Transport — Determination**  
December 2011



Independent Pricing and Regulatory Tribunal

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## **Rural and Regional Bus Services**

**Determination No. 3, 2011**

## Contents

<b>Preliminary</b>	<b>1</b>
1 Background	1
2 Application of this determination	1
3 Replacement of Determination No. 6 of 2010	1
4 Compliance	2
5 Schedules	2
<b>Schedule 1 Maximum fares for Rural and Regional Bus Services</b>	<b>3</b>
1 Application	3
2 Maximum fares for Rural and Regional Bus Services	3
<b>Table 1</b>	<b>4</b>
<b>Schedule 2 Definitions and interpretation</b>	<b>5</b>
1 Definitions	6
2 Interpretation	7
<b>Appendices</b>	<b>9</b>
A Metro and Outer Metro Contract Region Map	11

## Preliminary

### 1 Background

- (a) Section 28J(2) of the *Passenger Transport Act 1990* (NSW) (the **Passenger Transport Act**) permits IPART to conduct investigations and make reports to the Minister on the determination of appropriate maximum fares for Regular Bus Services supplied under a Bus Service Contract.
- (b) Rural and regional bus services are Regular Bus Services which are supplied:
  - (1) under a Bus Service Contract; and
  - (2) in a Rural and Regional Contract Region, **(Rural and Regional Bus Services)**.
- (c) In investigating and reporting on the maximum fares for Rural and Regional Bus Services, IPART has had regard to a broad range of matters, including the criteria set out in section 28J(5) of the *Passenger Transport Act*.

### 2 Application of this determination

This determination:

- (a) sets the maximum fares for Rural and Regional Bus Services;
- (b) commences on the later of 1 January 2012 and the date that it is published in the NSW Government Gazette (**Commencement Date**); and
- (c) applies from the Commencement Date to the date on which this determination is replaced.

### 3 Replacement of Determination No. 6 of 2010

This determination replaces Determination No. 6 of 2010 from the Commencement Date. The replacement does not affect anything done or omitted to be done, or rights or obligations accrued, under Determination No. 6 of 2010.

Preliminary

## 4 Compliance

- (a) By section 28J(6) of the Passenger Transport Act, a Bus Service Contract is taken to include a term to the effect that a passenger must not be charged a fare exceeding the relevant maximum fare determined under section 28J of the Passenger Transport Act.
- (b) Section 28J(7) of the Passenger Transport Act provides that any contravention of the term implied by section 28J(6) in a Bus Service Contract may be remedied at law or in equity as though the term were an essential term to which the parties had by contract agreed.

## 5 Schedules

- (a) Schedule 1 and the table in that schedule set out the maximum fares for Rural and Regional Bus Services.
- (b) Schedule 2 sets out the definitions and interpretation provisions.

## Schedule 1 Maximum fares for Rural and Regional Bus Services

### **1 Application**

This schedule sets the maximum fares for Rural and Regional Bus Services.

### **2 Maximum fares for Rural and Regional Bus Services**

The maximum fares that may be charged by Bus Operators for Rural and Regional Bus Services are set out in Table 1.

Table 1

## Table 1

**Table 1 Maximum fares<sup>a</sup> for Rural and Regional Bus Services**

<b>Single Ride Ticket</b>	<b>Maximum fare</b>
1 Section	\$2.20
2 Sections	\$3.20
3 Sections	\$4.00
4 Sections	\$4.70
5 Sections	\$5.30
6 Sections	\$5.90
7 Sections	\$6.40
8 Sections	\$6.90
9 Sections	\$7.40
10 Sections	\$7.80
11 Sections	\$8.20
12 Sections	\$8.70
13 Sections	\$9.00
14 Sections	\$9.40
15 Sections	\$9.80
16 Sections	\$10.10
17 Sections	\$10.50
18 Sections	\$10.80
19 Sections	\$11.10
20 Sections	\$11.50
21 Sections	\$11.80
22 Sections	\$12.10
23 Sections	\$12.40
24 Sections	\$12.70
25 Sections	\$13.00
26 Sections	\$13.30
27 Sections	\$13.60
28 Sections	\$13.80
29 Sections	\$14.10
30 Sections	\$14.40
31 Sections	\$14.60
32 Sections	\$14.90
33 Sections	\$15.20
34 Sections	\$15.40
35 Sections	\$15.60



Table 1

<b>Single Ride Ticket</b>	<b>Maximum fare</b>
36 Sections	\$15.90
37 Sections	\$16.10
38 Sections	\$16.40
39 Sections	\$16.60
40 Sections	\$16.90
41 Sections	\$17.10
42 Sections	\$17.30
43 Sections	\$17.50
44 Sections	\$17.80
45 Sections	\$18.00
46 Sections	\$18.20
47 Sections	\$18.40
48 Sections	\$18.60
49 Sections	\$18.90
50 Sections	\$19.10
51 Sections	\$19.30
52 Sections	\$19.50
53 Sections	\$19.70
54 Sections	\$19.90
55 Sections	\$20.10
56 Sections	\$20.30
57 Sections	\$20.50
58 Sections	\$20.70
59 Sections	\$20.90
60 Sections	\$21.10
61 Sections	\$21.30
62 Sections	\$21.50
63 Sections	\$21.70
64 Sections	\$21.80
65 Sections	\$22.10
66 Sections	\$22.30
67 Sections	\$22.40
68 Sections	\$22.60
69 Sections	\$22.80
70 Sections	\$23.00

<sup>a</sup> As at the time of this determination, the NSW Government sets:

- i. the maximum concession fare operators may charge at 50% of the maximum fare (rounded down to the nearest 10 cents); and
- ii. the fare for children under the age of 4 years at nil.

## Schedule 2 Definitions and interpretation

### 1 Definitions

#### 1.1 General definitions

In this determination:

**Bus Operator** means a bus operator who holds a Bus Service Contract.

**Bus Service Contract** means a contract with the Director-General of Transport for NSW under Division 3 of Part 3 of the Passenger Transport Act for the provision of a Regular Bus Service in a Rural and Regional Contract Region.

**Commencement Date** means the Commencement Date defined in clause 2(b) of the section of this determination entitled "Preliminary".

**GST** means the Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**IPART** means the Independent Pricing and Regulatory Tribunal of New South Wales established under the IPART Act.

**IPART Act** means the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

**Passenger Transport Act** means the Act defined in clause 1(a) of the section of this determination entitled "Preliminary".

**Regular Bus Service** has the meaning given to that term in the Passenger Transport Act.

**Rural and Regional Bus Services** means the services defined in clause 1(b) of the section of this determination entitled "Preliminary".

**Rural and Regional Contract Region** means all areas of New South Wales other than the regions numbered and labelled "Metro Bus Contract/Region" or "Outer Metro Bus Contract/Region" in the map attached as Appendix A to this determination.

**Section** means a distance of approximately 1.6 kilometres into which a bus route is divided up for calculating fares.

**Transport for NSW** means the New South Wales government agency of that name with primary responsibility for transport policy, planning and coordination and includes the government departments and agencies having responsibility for those functions prior to the formation of Transport for NSW.

## 2 Interpretation

### 2.1 General provisions

In this determination:

- (a) headings are for convenience only and do not affect the interpretation of this determination;
- (b) a reference to a schedule, annexure, clause or table is a reference to a schedule, annexure, clause or table in this determination;
- (c) words importing the singular include the plural and vice versa;
- (d) a reference to a law or statute includes all amendments or replacements of that law or statute;
- (e) a reference to a person includes a company, partnership, joint venture, association, corporation, other body corporate or government agency;
- (f) a reference to an officer includes a reference to the officer who replaces him or her, or who substantially succeeds to his or her powers or functions; and
- (g) a reference to a body, whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### 2.2 Explanatory notes and clarification notice

- (a) Explanatory notes do not form part of this determination, but in the case of uncertainty may be relied on for interpretation purposes.
- (b) IPART may publish a clarification notice in the NSW Government Gazette to correct any manifest error in this determination as if that clarification notice formed part of this determination.

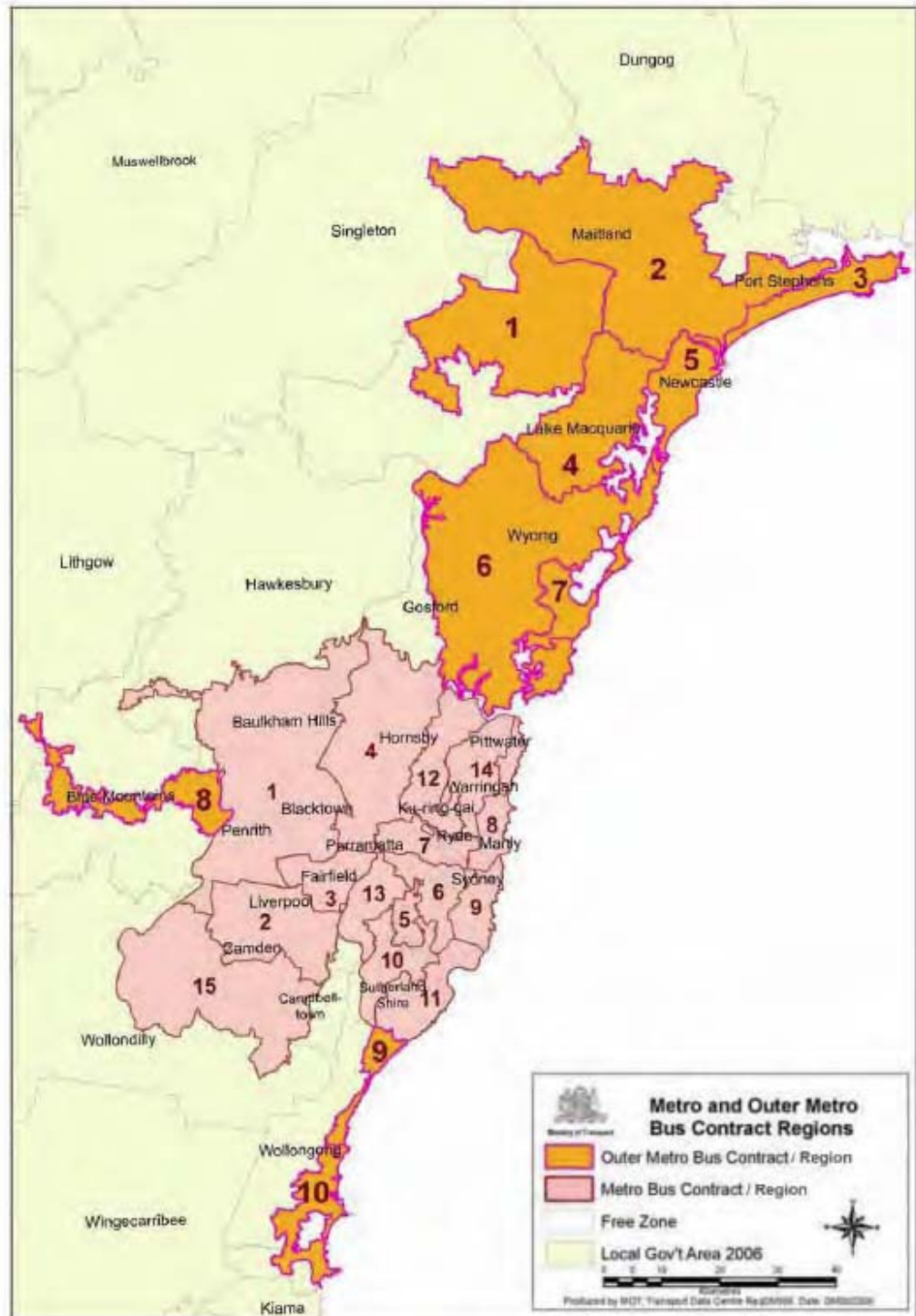
### 2.3 Fares inclusive of GST

Fares specified in this determination include GST.



## **Appendices**

## A Metro and Outer Metro Contract Region Map





Independent Pricing and Regulatory Tribunal

## **Stockton Ferry Service**

**Determination No. 4, 2011**

## Contents

<b>Preliminary</b>	<b>1</b>
1 Background	1
2 Application of this determination	2
3 Replacement of Determination No. 5 of 2010	2
4 Schedules	2
<b>Schedule 1 - Maximum prices</b>	<b>3</b>
1 Application	3
2 Maximum prices for the Stockton Ferry Service	3
<b>Schedule 2 – Definitions and interpretation</b>	<b>4</b>
1 Definitions	4
2 Interpretation	4

## Preliminary

### 1 Background

- (a) The Newcastle Buses and Ferries Services division of the STA provides a ferry service in Newcastle (**Stockton Ferry Service**).
- (b) Section 11 of the IPART Act provides IPART with a standing reference to conduct investigations and make reports to the Minister on the determination of the pricing of a government monopoly service supplied by a government agency specified in Schedule 1 of the IPART Act.
- (c) The STA is listed as a government agency for the purposes of Schedule 1 of the IPART Act. The services of the STA declared as monopoly services (**Monopoly Services**) under the *Independent Pricing and Regulatory Tribunal (Passenger Transport Services) Order 1998* are the regular passenger services (within the meaning of the *Passenger Transport Act 1990*) supplied by the STA but excluding the following:
  - (1) services supplied in accordance with the ticket known as the "Sydney Pass"; and
  - (2) the bus service known as the "Airport Express"; and
  - (3) the bus service known as the "Sydney Explorer", the bus service known as the "Bondi & Bay Explorer" and any other similar bus services operating in any other areas.
- (d) The Monopoly Services include the Stockton Ferry Service. Accordingly, IPART may determine maximum prices for the Stockton Ferry Service.
- (e) In accordance with section 13A of the IPART Act, IPART has fixed the maximum price for the Stockton Ferry Service.
- (f) In investigating and reporting on the pricing of the Stockton Ferry Service, IPART has had regard to a broad range of matters, including the criteria set out in section 15(1) of the IPART Act.
- (g) By section 18(2) of the IPART Act, the STA may not fix a price below that determined by IPART for the Stockton Ferry Service without the approval of the Treasurer.



Preliminary

## 2 Application of this determination

This determination:

- (a) fixes the maximum prices that the STA may charge for the Stockton Ferry Service;
- (b) commences on the later of 1 January 2012 and the date that it is published in the NSW Government Gazette (**Commencement Date**); and
- (c) applies from the Commencement Date to the date on which this determination is replaced.

## 3 Replacement of Determination No. 5 of 2010

This determination replaces Determination No. 5 of 2010 from the Commencement Date. The replacement does not affect anything done or omitted to be done, or rights or obligations accrued, under Determination No. 5 of 2010 prior to its replacement.

## 4 Schedules

- (a) The maximum prices that the STA may charge for the Stockton Ferry Service are set out in Table 1 in Schedule 1.
- (b) Definitions and interpretation provisions used in this determination are set out in Schedule 2.

## 5 Monitoring

IPART may monitor the performance of the STA for the purposes of:

- (a) establishing and reporting on the level of compliance by the STA with this determination; and
- (b) preparing a periodic review of pricing policies in respect of the Stockton Ferry Service supplied by the STA.

## Schedule 1 - Maximum prices

### 1 Application

This schedule sets the maximum prices that the STA may charge for the Stockton Ferry Service.

### 2 Maximum prices for the Stockton Ferry Service

The maximum prices that may be charged by the STA for the Stockton Ferry Service are set out in Table 1.

**Table 1 Maximum prices for the Stockton Ferry Service<sup>a</sup>**

Ticket	Maximum Fare (\$)
Stockton Ferry - single ticket	2.40

<sup>a</sup> As at the date of this determination, the NSW Government sets the concession fare at 50% of the maximum fare and the fare for children under the age of 4 years at nil.

## Schedule 2 – Definitions and interpretation

### 1 Definitions

In this determination:

**Commencement Date** means the Commencement Date as defined in clause 2(b) of the section of this determination entitled “Preliminary”.

**GST** means the Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**IPART** means the Independent Pricing and Regulatory Tribunal of New South Wales established under the IPART Act.

**IPART Act** means the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

**Monopoly Services** means the Monopoly Services defined in clause 1(c) of the section of this determination entitled “Preliminary”.

**STA** means the State Transit Authority constituted under the *Transport Administration Act 1988* (NSW).

**Stockton Ferry Service** has the meaning given to that term in clause 1(a) of the section of this determination entitled “Preliminary”.

**Transport for NSW** means the New South Wales government department of that name with primary responsibility for transport policy, planning and coordination and includes the government departments having responsibility for those functions prior to the formation of Transport for NSW.

### 2 Interpretation

#### 2.1 General provisions

In this determination:

- (a) headings are for convenience only and do not affect the interpretation of this determination;
- (b) a reference to a schedule, clause or table is a reference to a schedule, clause or table to this determination;
- (c) words importing the singular include the plural and vice versa;

- (d) a reference to a law or statute includes all amendments or replacements of that law or statute;
- (e) a reference to an officer includes a reference to the officer who replaces him or her, or who substantially succeeds to his or her powers or functions; and
- (f) a reference to a body, whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

## **2.2 Explanatory notes and clarification notice**

- (a) Explanatory notes or footnotes do not form part of this determination, but in the case of uncertainty may be relied on for interpretation purposes.
- (b) IPART may publish a clarification notice in the NSW Government Gazette to correct any manifest error in this determination as if that clarification notice formed part of this determination.

## **2.3 Prices inclusive of GST**

Prices specified in this determination include GST.

**TOTALIZATOR ACT 1997 (NEW SOUTH WALES)**

IN accordance with the provisions of section 54 of the Totalizator Act 1997, the Minister for Tourism, Major Events, Hospitality and Racing, and Minister for the Arts has approved of amendments to the TAB Limited Fixed Price Racing Rules. The entire document, as amended, is published as follows:

**TAB LIMITED FIXED PRICE RACING BETTING RULES**

1. PRELIMINARY
2. DEFINITIONS
3. TRANSACTIONS
  - 3.1 General
  - 3.2 Cash Bets
  - 3.3 Telephone Bets, Internet and other electronic betting
  - 3.4 Betting Accounts
  - 3.5 Betting Vouchers
4. FIXED PRICE RACING BETTING
5. RESULTS AND REFUNDS
  - 5.1 Results
  - 5.2 Protests
  - 5.3 Payouts
  - 5.4 Postponements
6. PARLAY BETTING
  - 6.1 Events to which parlay bets relate
  - 6.2 Payout on parlay bets
7. MISCELLANEOUS
8. DISPUTES

Appendix

Schedule 1 – TAB Scale of Deductions

**1. PRELIMINARY**

- 1.1 These Rules are to be referred to as the TAB Fixed Price Racing betting Rules made under section 53 of the Totalizator Act 1997.
- 1.2 Unless otherwise provided, these Rules shall be applied by TAB Limited in respect of any contingency on which it conducts fixed price racing betting in accordance with section 13 of the Totalizator Act 1997.
- 1.3 Every TAB customer shall be deemed to be acquainted with these Rules and any conditions determined by TAB relative to a particular racing event to which a fixed price racing bet relates and to have agreed to be bound thereby.
- 1.4 In the case of all fixed price racing bets between TAB and a customer the location of the contract is deemed to be New South Wales and the laws of New South Wales are deemed to apply.
- 1.5 If the stewards request the disclosure of personal information pertaining to accounts or transactions, the customer shall be deemed for the purposes of the Act to have consented to the TAB providing such personal information to the stewards.
- 1.6 These Rules commence on [date].

**2. DEFINITIONS**

**'Act'** means the Totalizator Act 1997.

**'All-In'** means that, regardless of whether or not a particular contestant listed by TAB Limited for a race starts or completes the race on which a fixed price racing bet is placed, the bet shall stand and no refund shall be payable.

**'Branch'** means an office, branch or agency of TAB at which totalizator, fixed price racing bets or declared event bets are received directly from the public; and at NSW racecourses where bets are received by the racing club as an Agent for TAB.

**'Declared Event Bet'** means any bet made at a fixed price with TAB on an approved declared event via any approved TAB betting medium.

**'Declared Event Betting Event'** means any event approved under section 18 of the Act.

**'Declared Event Betting Ticket'** means a ticket issued in accordance with Part 3 (Transactions) of these Rules and includes any form of electronic record approved by TAB.

- ‘Fixed Price Racing Bet’** means a bet made at a fixed price with TAB on a fixed price racing event via any approved TAB betting medium.
- ‘Fixed Price Racing Event’** means a racing event on which TAB conducts fixed price betting in accordance with an approval by the Minister under section 13 of the Act.
- ‘Fixed Price Racing Betting Ticket’** means a ticket issued by TAB in accordance with Part 3 (Transactions) of these Rules and includes any form of electronic record approved by TAB.
- ‘Multiple Betting’** means a bet involving a selection(s) in two or more fixed price racing events or one or more fixed price racing events and one or more declared events..
- ‘Parlay Bet’** means a series of betting investments which could be single and/or multiple bets issued under one (1) ticket serial number.
- ‘Payout’** means the amount payable to a particular investor should the result wagered upon by that investor in fact occur and includes the total amount wagered upon the result.
- ‘Price’** means either:
- when expressed in monetary terms, the payout for an outlay of a certain monetary unit, inclusive of the unit of outlay, or
  - When expressed in fractional terms the ratio of win to stake.
- ‘Proposition’** means a given result or combination of results which may occur in any event upon which TAB operates.
- ‘Rules’** means these Rules of betting made under section 53 of the Act as amended from time to time.
- ‘Stake’** means the monetary outlay by the customer in placing a fixed price racing bet. In the case of multiple betting the monetary outlay may be in fractions of whole dollars or cents.
- ‘TAB’** means TAB Limited A.C.N 081 765 308, as constituted by the Totalizator Agency Board Privatisation Act 1997, its officers and assigns and shall include any trading entity affiliated with TAB by ownership or otherwise.

### 3. TRANSACTIONS

#### 3.1 General

- 3.1.1 TAB may at its sole discretion field on any fixed price racing event. The price is subject to change by TAB without notice.
- 3.1.2 The amount of a fixed price racing bet shall be as agreed between TAB and the customer.
- 3.1.3 Subject to Rule 3.1.4, TAB may refuse to accept any fixed price racing bet at its sole discretion and without stating reasons.
- 3.1.4 Subject to 3.1.1, TAB may set any minimum or maximum stake or payout for fixed price racing bets. At all times TAB will be obliged to accept a bet at the price made available by TAB provided that TAB is not compelled to lose (payout less stake) on any one (1) bet more than \$1500.
- 3.1.5 TAB reserves the right to adjust the price of a multiple bet involving the same contestant, provided that in such cases the customer is clearly notified of such adjustment in price prior to the bet offer being accepted by TAB.
- 3.1.6 TAB shall use its best endeavours to ensure the currency of all markets for fixed price racing betting events but shall not be liable for any errors or omissions relating to those markets.
- 3.1.7 TAB may delegate to its duly authorised employees or agents its powers in respect to the setting of prices, acceptance or refusal of individual bets and the recording of such bets and such other matters as it may determine from time to time.

#### 3.2 Cash bets

- 3.2.1 A customer who makes a cash fixed price racing bet shall give the fixed price racing bet details in such form as TAB may determine from time to time.
- 3.2.2 The seller who accepts a cash fixed price racing bet at a cash sales outlet shall, while the customer is at the betting window, issue a fixed price racing betting ticket to the customer who made the fixed price racing bet.
- 3.2.3 The fixed price racing betting ticket shall include details of:
- (a) the stake;
  - (b) the name of the selection and the fixed price racing event to which the fixed price racing bet relates; and
  - (c) the payout due upon redemption of the fixed price racing betting ticket should the selected competitor or multiple betting selection be declared a winner by TAB.
- 3.2.4 The fixed price racing betting ticket represents acknowledgment by TAB of receipt of the fixed price racing bet in relation to which the fixed price racing betting ticket is issued.
- 3.2.5 The fixed price racing betting ticket may be cancelled if the amount of the fixed price racing bet is not paid for immediately after the fixed price racing betting ticket is issued.
- 3.2.6 The details of the amount of a fixed price racing bet, the selection and the fixed price racing event to which the fixed price racing bet relates recorded on a fixed price racing betting ticket issued by TAB are taken to be the details of the fixed price racing bet for which the fixed price racing betting ticket is issued,

even if those details differ in any respect from the details given by the customer making the fixed price racing bet.

3.2.7 A customer who is issued with a fixed price racing betting ticket that the customer claims is incorrect because it does not correctly reflect the details given by the customer when the fixed price racing bet was made, is entitled to have that fixed price racing bet cancelled and the bet amount refunded but only if the seller who issued the fixed price racing betting ticket is satisfied that it is incorrect on the grounds so claimed.

3.2.8 Any entitlement under Rule 3.2.7 may only be exercised within two 2 minutes from the time of issue of the fixed price racing betting ticket and before the close of betting on the relevant fixed price racing event.

### 3.3 Telephone, Internet and other electronic bets

#### 3.3.2 Acceptance of telephone, Internet or other electronic fixed price racing bets

Telephone, Internet and other electronic fixed price racing bets shall only be accepted at a location approved by TAB for such purpose. Telephone, Internet and other electronic fixed price racing bets shall only be made to a telephone number, internet or other electronic address or carrier, approved by TAB for the purposes of receiving fixed price racing bets.

#### 3.3.2 Method of making telephone, Internet or other electronic fixed price racing bets

The customer making the fixed price racing bet shall clearly state:

- (a) the betting account number against which the fixed price racing bet is to be charged and if required, the code allocated to that account; and,
- (b) the details of the fixed price racing bet in such form as TAB may determine from time to time in respect of the bet.

The Manager of a Branch may:

- (i) direct that a telephone, Internet or other electronic fixed price racing bet not be accepted, or
- (ii) if the customer making the fixed price racing bet speaks in an insulting, indecent or threatening manner or conveys any false or misleading information or wilfully takes advantage of any TAB errors, direct that a customer's betting account be closed and any money standing to the credit of the account be refunded to the customer.

#### 3.3.3 Records of telephone, Internet and other electronic fixed price racing bets

An officer at a branch who proposes to accept a telephone, Internet or other electronic fixed price racing bet shall:

- (a) make a record, in such manner as TAB may require, of such details as are necessary to identify the customer making the fixed price racing bet and to describe the particular fixed price racing bet made; and
- (b) repeat the details of the fixed price racing bet to the customer, unless the customer indicates that he or she does not wish to have them repeated.

If, before the close of betting and while the customer is still on the telephone, the customer objects that the details are not as specified by the customer, the seller accepting the fixed price racing bet shall:

- (i) correct the record in accordance with the objection, or
- (ii) if it is not practicable for (i) to be done before the close of betting, reject and cancel the fixed price racing bet.

A telephone, Internet or other electronic fixed price racing bet is taken not to have been accepted at a branch unless a record of the fixed price racing bet has been made in accordance with this Rule.

The details of a telephone, Internet or other electronic fixed price racing bet recorded in accordance with this Rule are taken to be the details of the fixed price racing bet, even if those details differ in any respect from the details given by the customer making the fixed price racing bet.

A record of each telephone, Internet or other electronic fixed price racing bet made to a branch shall be sent to TAB.

In addition to the other requirements of this Rule, the manager of a branch shall ensure that all telephone, fixed price racing bets are tape recorded and the tape recording sent to TAB.

TAB must retain the tape recording for a period of at least 28 days from the date of the fixed price racing betting event or contingency to which the fixed price racing bet relates or, if a claim with respect to the fixed price racing bet is made during that period, until the claim is finally determined.

### 3.4 Betting Accounts

#### 3.4.1 Establishment of Betting Accounts

A customer may apply to TAB for the establishment of an account for betting purposes ("a betting account"). The application:

- (a) shall be in a form approved by TAB;
- (b) shall specify such particulars, and be completed in such manner, as TAB may require; and
- (c) shall be accompanied by a deposit or by a guarantee from a bank, building society or credit union acceptable to TAB, to be credited to the account.

A deposit to a betting account made by way of cheque shall not be credited to the account until TAB is satisfied that the cheque has been cleared.

A customer who establishes a betting account shall be notified by TAB of the code allocated to the account.

A person who receives a deposit for payment into a betting account must cause a receipt for the deposit to be issued to the customer by whom the deposit is made.

#### 3.4.2 Instructions to TAB in relation to betting accounts

A customer who has established a betting account with TAB may give instructions to TAB, in such manner as TAB may approve, relating to the application or disposal of any amount standing to the credit of the account.

TAB must comply with any reasonable instruction given to it by a customer under this Rule, but in giving such instruction the customer agrees to waive any liability of TAB for the payment of said amount to the customer.

#### 3.4.3 Betting account statements

On receipt of a request from an account holder, and at such other times as TAB determines, TAB shall send to the account holder a statement relating to a betting account established by that person with TAB.

A statement relating to a betting account is to be in such form, and is to specify such particulars, as TAB considers appropriate.

#### 3.4.4 Payment of betting account guarantees

Within 14 days after TAB sends a statement relating to a betting account to the customer who has lodged a guarantee from a bank, building society or credit union with TAB in respect of the account, the customer must pay to TAB any money due to TAB by the customer from the operation of the account.

TAB may take such action in terms of the guarantee from a bank, building society or credit union as is necessary to recover any monies that remain unpaid after the expiration of the 14 day period.

#### 3.4.5 Non-operation of betting accounts

TAB may close any betting account that is not operated for a period of 3 months and, in that event, shall transfer any amount standing to the credit of the account to a dormant account operated by TAB. In such cases TAB shall notify the holder of the account at the last address known to TAB that the account has been closed.

TAB may reopen a betting account that has been closed under this Rule and re-credit to the account any amount credited to a dormant account as a result of the closure of the account.

#### 3.4.6 Overdrawn accounts

Where an amount has been incorrectly credited to an account or an incorrect amount has been credited to such an account, TAB:

- (a) may adjust the account to the extent necessary to rectify the incorrect credit; and
- (b) if, as a result of such adjustment, the account is in debit, may recover as a debt the amount of the deficiency in the account.

### 3.5 Betting Vouchers

TAB may issue betting vouchers.

A betting voucher:

- (a) is to be in such a form as TAB determines.
- (b) is valid for such periods as is specified on the betting voucher.
- (c) is to be regarded as cash equal to the value of the amount represented by the voucher.
- (d) may be accepted at any TAB cash sales outlet:
  - (i) for the making of fixed price racing bets, or
  - (ii) for the making of other bets with TAB, or
  - (iii) for the making of deposits to a betting account maintained with TAB.

## 4 FIXED PRICE RACING BETTING

4.1 TAB may conduct fixed price racing betting on fixed price racing events as approved by the Minister under section 13 of the Act.

4.2 Except as provided by Rule 4.5, TAB may only offer fixed price racing betting on a contestant nominated or accepted for the relevant fixed price racing event, except where conditions of the event permit the payment of a late entry fee to start in the event. In the case of events where a late entry condition is available, TAB is obliged to ensure that any contestants not nominated are clearly marked as such in all betting markets that are displayed.

4.3 Fixed price racing betting will consist of the following betting types:

- (a) Win; or
- (b) place; or
- (c) multiple betting between designated races; or



- (d) multiple betting between designated races and declared events; or
  - (e) any other type determined by TAB and approved by the Minister.
- 4.4 TAB may at its absolute discretion determine the bet types it offers on any particular fixed price racing betting event.
- 4.5 All fixed price racing bets (win and place) placed before the official time for the declaration of final acceptances will be all-in except where contestants have yet to be nominated for a fixed price racing event in which case TAB may offer fixed price racing betting on that event provided that investments are refunded on any contestant who is subsequently not nominated for the relevant fixed price racing event.
- 4.6 In the case of fixed price racing bets (win and place) placed after the official time for the declarations of final acceptances:
- (i) bets placed on any contestant which is subsequently scratched are to be refunded in full; and
  - (ii) the payout due on successful bets are subject to the TAB Limited scale of deductions contained in schedule 1 of these Rules as applying to the price offered by TAB for that contestant at the time of its scratching.
- 4.7 Any fixed price racing bets (multiple betting) placed before the official time for the declaration of final acceptances for all events within the multiple bet will be "all in".
- 4.8 In the case of fixed price racing bets (multiple betting), if the time of bet placement is after the official time for the declaration of final acceptances for an event within the multiple bet:
- (a) In the event of a withdrawal of a competitor, included in the bet, from that event, that leg will be ignored for the purpose of calculating the payout;
  - (b) If the time of bet placement is after the official time for the declaration of final acceptances for all events within the multiple bet, in the event of withdrawal of all competitors selected in all events included in the bet, the bet shall be refunded;
  - (c) Bets placed after the time for final acceptances but before the TAB makes any adjustment to the prices it has set for the event following a withdrawal shall stand subject to the TAB Limited scale of deductions contained in schedule 1 of these Rules as applying to the prices offered by TAB for that contestant at the time of its scratching;
  - (d) Subject to 4.8 (a) and (c) the revised payout shall be the amount obtained as the product of the cumulative price applicable to the events decided in the customer's favour and original stake.

## 5 RESULTS AND REFUNDS

### 5.1 Results

Subject to Rule 5.2, all fixed price racing events bets will be settled on the official placings as per the adjudication of the judges, stewards or other representatives of the relevant recognised governing body or club.

TAB will not declare a result or pay on a race or on a combination of races except following a declaration of correct weight or all clear to pay.

### 5.2 Protests

- (a) If a protest is lodged in accordance with the Rules of racing before the declaration of correct weight in a race, a result for that race will not be declared and paid until the protest has been decided by the stewards.
- (b) Where there occurs a later disqualification, promotion of runners or any other change subsequent to the declaration of correct weight and all clear to pay, such changes will be irrelevant for the purposes of determining the result of a fixed price racing bet.

### 5.3 Payout

5.3.1 The payout due on any fixed price racing bet shall be as agreed between TAB and the customer at the time of making the bet. The payout due specified on the fixed price racing betting ticket will be deemed to be the payout agreed between the TAB and customer except in the case of a misprint resulting from computer or other technical error or where there is evidence of fraud or of forgery or alteration of the fixed price racing betting ticket.

5.3.2 If the result of a fixed price racing event is declared a dead heat, the revised payout due shall be calculated by the following method:

- (a) divide the face value of the fixed price racing betting ticket (the original payout) by the number of contestants involved in the tie, draw or dead heat, then
- (b) multiply the figure obtained in (a) by the number of official placings to be filled by the contestants figuring in the tie, draw or dead heat.

5.3.3 In fixed price racing bets involving more than one fixed price racing betting event or contingency (multiple betting):

- (a) if the selection in any of the contingencies or fixed price racing events loses or is deemed to have lost, the whole of the fixed price racing bet is lost,
- (b) if one or more of the contingencies or fixed price racing events results in a dead heat, the revised return for each leg shall be calculated by applying the method set out in Rule 5.3.2 herein and the

revised payout due shall be the amount obtained as the product of the cumulative price applicable and the original stake,

- (c) where the fixed price racing bet covers two or more fixed price racing betting events and one or more fixed price racing events is decided in the customers favour but any remaining fixed price racing event is abandoned, the remaining payout shall be the amount obtained as the product of the cumulative price applicable to the fixed price racing events decided in the customers favour at the time such bet was made and the original stake. Any remaining or undecided fixed price racing bet shall be treated as abandoned.
- 5.3.4 TAB shall at all times retain the right to postpone the payment of payouts for reasons including verification of results, systems hardware or software malfunction or in circumstances where fraudulent activity is suspected.

#### 5.4 Postponements

- (a) Subject to Rules 4.5, 4.7 and 4.8, in the case of fixed price racing events where betting is opened prior to the official time for the declarations of final acceptances, if the event is postponed and not held within seven (7) or less days of the day on which the event was originally scheduled to commence the event shall be treated as abandoned and all investments on runners that remain acceptors at the expiry of the seven (7) day period shall be refunded.
- (b) Subject to Rule 4.8, in the case of fixed price racing events where betting is opened after the official time for the declarations of final acceptances, if the event is postponed and not held within one (1) day of the day on which the event was originally scheduled to commence the event shall be treated as abandoned and all bets shall be refunded.
- (c) In the case of multiple betting containing declared events, Rule 6.1.6 of the TAB Limited Declared Events Betting Rules applies.

### 6 PARLAY BETTING

#### 6.1 Events to which parlay bets relate

- 6.1.1 A parlay bet may be made in respect of an approved declared event or fixed odds racing event or any combination thereof.
- 6.1.2 At the time of placing a parlay investment, the investor will determine the formula number(s) that is to be applied to that bet, which may not be greater than the total number of events in the bet.
- 6.1.3 The maximum number of fixed odds racing events and/or declared events in respect of which any one parlay bet may be made is to be determined by TAB.
- 6.1.4 TAB may limit the events in respect of which any one parlay bet may be made in any manner as they may determine.

#### 6.2 Payout on parlay bets

Any payout earned as a result of a parlay bet will not be paid until the result of all multiple betting combinations of the parlay bet have been determined.

### 7 MISCELLANEOUS

#### 7.1 Betting by Minors

Any person under the age of eighteen (18) years shall not be entitled to place a fixed price racing bet with TAB.

#### 7.2 Disclaimer

TAB shall not, except as otherwise provided in these Rules or required by law, be liable for any loss or damage suffered or claimed to have been suffered by any customer or corporation as a result of or in any way arising out of or as a consequence of any of the following:

- (a) Inability to place or cancel a fixed price racing bet on any fixed price racing betting event.
- (b) The loss of a fixed price racing betting ticket.
- (c) Any payment made to the bearer of a ticket where an investor alleges that such payment was made to the wrong person.
- (d) Reliance upon any omission, inaccurate information or statement whether made by employees of TAB or any agent of TAB or by the electronic or print media, concerning any matter whatsoever relating to the investor or to TAB or to any event, competitor, withdrawal or other matter whatsoever.
- (e) Any subsequent change to the result of a fixed price racing betting event after a result has been declared by TAB.
- (f) Unauthorised use of the investors account.
- (g) In the case of an investment at a cash outlet, failure by an investor to correct inaccurate or omitted investment details recorded on a ticket immediately upon issue of the ticket.
- (h) In the case of a telephone investment, failure by an investor to correct inaccurate or omitted investment details when the TAB calls such details back to the investor.

- (i) In the case of an Internet or other electronic investment, where the investor has confirmed the investment request.
- (j) In the case of an Internet or other electronic investment, use of, participation in or inability to obtain access to the website or the approved appropriate means relevant for an other electronic investment, for the purpose of making an investment.
- (k) In the case of an Internet investment, any loss or damage caused in the event that the computer of the investor becomes infected by a virus as a result of connecting to the website of the TAB or by any technology failure whatsoever.
- (l) Access by the investor to websites of any other person via links from the website of the TAB.
- (m) Any decision of the recognised racing controlling body (including without limitation any decision to impose or not to impose, penalties or sanctions and the nature and extent of any such sanctions).
- (n) Any price quoted by any source other than authorised staff of TAB or any quoted price which is no longer valid for betting purposes.
- (o) The failure, exclusion or refusal of any selection to start or complete an event.
- (p) The refusal or inability of TAB, its agent or assigns to accept all or part of any fixed price racing bet.
- (q) The exercise by the TAB of any discretion conferred on the TAB under these Rules or the manner in which that discretion is exercised generally or in particular circumstances.

### 7.3 Lost or Destroyed fixed price racing betting ticket claims

- 7.3.1 Claims for lost or destroyed fixed price racing betting tickets shall be lodged within 14 days of the completion of the fixed price racing betting event upon which the fixed price racing bet was made. Claims may be lodged at any TAB cash office and not necessarily the TAB office at which the fixed price racing betting ticket was purchased.
- 7.3.2 TAB may charge an administration fee, as notified by TAB from time to time, on all claims for lost or destroyed fixed price racing betting tickets.
- 7.3.3 A statutory declaration in such form and containing such information as TAB may require shall accompany each claim.
- 7.3.4 A claim for a stolen fixed price racing betting ticket prior to the fixed price racing betting ticket becoming payout bearing will not be accepted without the claimant's prior report of the theft to the Police.
- 7.3.5 Unless the fixed price racing betting ticket investment value exceeds \$100 (one hundred dollars), claims will not be accepted prior to the completion of the respective fixed price racing betting event and the fixed price racing betting ticket becoming payout bearing.
- 7.3.6 The claimant will be issued with written acknowledgment of their claim within 21 days of their claim being received by TAB's Head Office Customer Relations Section.
- 7.3.7 Claims will not be accepted after 14 days from the completion of the fixed price racing betting event, unless the claimant can provide a valid reason for the delay in lodging the claim.
- 7.3.8 Approved claims will be settled by way of a letter of authority payable at any TAB cash sales outlet except for amounts greater than \$500 (Five Hundred Dollars) or at the request of the claimant where payment will be made by way of a cheque in favour of the claimant and sent by mail.

## 8 DISPUTES

### 8.1 Complaints concerning records of telephone fixed price racing bets

- 8.1.1 Within 14 days after making a telephone fixed price racing bet or within such further time as TAB may allow, a customer may lodge a written complaint with TAB to the effect:
  - (a) that the details of the fixed price racing bet given by the customer when making the fixed price racing bet were incorrectly recorded; and
  - (b) that the customer has suffered loss as a result of the error.If, after investigating the complaint, TAB is satisfied:
  - (i) that the complaint is justified; and
  - (ii) that the error complained of was due to the negligence or wilful default of any TAB officer, employee or agent,

TAB must make any appropriate alteration to the record and must refund such amount or pay such payout to the complainant as TAB considers to be just and reasonable.

Any election by the complainant not to have the details of a fixed price racing bet repeated, as referred to in Rule 3.3.3, may be taken into account in TAB's investigation of the complaint.

### 8.1.2 Complaints concerning betting account statements.

Within 14 days after TAB sends a customer a statement relating to a betting account or within such further time as TAB may allow, the customer may lodge a written complaint with TAB to the effect that the statement contains an error or omission.

If, after investigating a complaint, TAB is satisfied that the complaint is justified, TAB must make any appropriate alteration to its records and must forward a corrected statement to the complainant.

8.1.3 Information to accompany complaints.

A complaint under this Part need not be investigated unless the complainant gives to TAB such information, and such fixed price racing betting tickets or other documents as are in the complainant's possession, as may be necessary to facilitate investigation of the complaint.

8.1.4 Review of decisions on complaints.

A customer who is dissatisfied with TAB's decision on a complaint under this Part may request TAB to review its decision.

TAB must deal with such a request in the same way as if it were a complaint, except that the person by whom the request is dealt with must not be:

- (a) the person by whom the original complaint was dealt with; or
- (b) a person who is under the supervision of the person by whom the original complaint was dealt with.

This Rule does not authorise more than one request to be made in relation to any one complaint.

8.2 Enforceability

8.2.1 The decision of TAB upon:

- (a) any question or dispute as to the amount of payout or refund calculated in respect of any fixed price racing betting ticket or fixed price racing bet; or
- (b) any question as to the validity of any fixed price racing betting ticket as to any forgery or alteration thereof or tampering therewith,

shall subject to Part 8.3, be final and conclusive.

8.3 Resolution of Disputes

8.3.1 In the event of:

- (a) any circumstance arising which is not provided for by the Rules or the Act; or
- (b) a dispute between TAB and a customer as to the interpretation of these Rules which relates to the outcome of a fixed price racing betting event, TAB or a customer may refer the matter to Racing NSW or Harness Racing NSW or Greyhound Racing NSW as appropriate.

8.3.2 Prior to referring any matter to the organisations specified in 8.3.1 (b), a customer shall endeavour to resolve the matter directly with TAB.

8.3.3 References to the organisations specified in 8.3.1 (b) should, in normal circumstances be made within twenty-eight (28) days of the date of completion of the fixed price racing betting event to which the disputed fixed price racing bet relates.

Gazetted: 1 January 2001

Amendments Gazetted: 30 July 2004, 1 September 2006, 1 August 2008, 2 October 2011

**TOTALIZATOR ACT 1997 (NEW SOUTH WALES)**

IN accordance with the provisions of section 13 of the Totalizator Act 1998, the Minister for Tourism, Major Events, Hospitality and Racing, and Minister for the Arts has approved of amendments to the TAB Limited Declared Events Betting Rules. The entire document, as amended, is published as follows:

**TAB LIMITED DECLARED EVENTS BETTING RULES**

Totalizator Act 1997 (New South Wales)

**CONTENTS**

## Part

1. PRELIMINARY
2. DEFINITIONS
3. TRANSACTIONS
  - 3.1 General
  - 3.2 Cash Bets
  - 3.3 Telephone Bets
  - 3.4 Betting Accounts
  - 3.5 Betting Vouchers
  - 3.6 Internet Betting
4. DECLARED EVENTS
  - 4.1 Determination of events covered
  - 4.2 Approved forms of betting
  - 4.3 All-up and multiple declared events bets
  - 4.4 No requirement to quote on all potential outcomes or contingencies
5. PARLAY BETTING
  - 5.1 Events to which parlay bets relate
  - 5.2 Payout on parlay bets
6. DETERMINATION OF RESULTS
  - 6.1 General
  - 6.2 Declared Events Specific Rules
    - 6.2.1 Boxing
    - 6.2.2 Cricket
    - 6.2.3 Golf
    - 6.2.4 Motor Racing
    - 6.2.5 Rugby League
    - 6.2.6 Rugby Union
    - 6.2.7 Soccer
    - 6.2.8 Tennis
    - 6.2.9 Yachting
    - 6.2.10 Jockey Challenge
    - 6.2.11 Baseball
7. MISCELLANEOUS
  - 7.1 Betting by Minors
  - 7.2 Disclaimer
  - 7.3 Lost or Destroyed Declared Event Ticket Claims
8. CLAIMS AND DISPUTES
  - 8.1 Lost, Destroyed, mutilated or stolen declared event ticket claims
  - 8.2 Telephone betting claims
  - 8.3 General
  - 8.4 Enforceability
  - 8.5 Resolution of Disputes

## 1 PRELIMINARY

- 1.1 Unless otherwise provided, these rules shall be applied by TAB Limited in respect of any contingency or declared events on which it conducts fixed price declared events betting in accordance with section 13 of the Totalizator Act 1997.
- 1.2 These rules apply to bets made with TAB on declared events and classes of declared events declared under section 18 of the Racing Administration Act 1998 to be declared events for the purposes of that Act.
- 1.3 References to the TAB Sportsbet website is a reference to the Internet address.
- 1.4 Every TAB customer shall be deemed to be acquainted with these rules and any conditions determined by TAB relative to a particular declared event to which a declared events bet relates and to have agreed to be bound thereby.
- 1.5 TAB shall use its best endeavours to make these rules available to customers by providing copies of the rules to all betting outlets, by ensuring that these rules are published on the TAB Sportsbet website and addressing rule enquiries via Account Management or Customer Service.
- 1.6 In the event TAB wishes to apply an additional proviso(s) to a form(s) of betting offered, these shall be published on TAB betting sheets and the TAB Sportsbet website. Any enquiries can be addressed to the Account Management or Customer Service as required.
- 1.7 In the case of all declared events bets between TAB and a customer the location of the contract is deemed to be New South Wales and the laws of New South Wales are deemed to apply.
- 1.8 If the recognised Governing body of the event requests the disclosure of personal information pertaining to accounts or transactions relating to bets on that declared event, the customer shall be deemed for the purposes of the Act to have consented to TAB providing such personal information.
- 1.9 These rules commence on 23 December 2011 and replace those previously gazetted.

## 2 DEFINITIONS

**"Act"** means the Racing Administration Act 1998 as amended.

**"All-in"** means that regardless of whether or not a particular competitor or team or member of a team starts or completes the declared event on which a declared events bet is placed, all declared events bets stand and no refunds shall be payable.

**"Approved Forms of Betting"** means the approved forms of betting as listed in the schedule to these rules. The schedule is made in accordance with Sections 18 and 20 of the Act.

**"Declared Event Bet"** means any bet made at a fixed price with TAB on an approved declared event via any approved TAB betting medium.

**"Declared Event Betting Event"** means any event approved under section 18 of the Act.

**"Declared Event Betting Ticket"** means a ticket issued in accordance with Part 3 (Transactions) of these Rules and includes any form of electronic record approved by TAB.

**"Department"** means the New South Wales Office of Liquor, Gaming and Racing.

**"Extra Time"** means any additional periods that are played beyond the normal time scheduled for the match or game, to resolve any tie, draw or dead heat.

**"Fixed Price Racing Bet"** means a bet made at a fixed price with TAB on a fixed price racing event via any approved TAB betting medium.

**"Fixed Price Racing Event"** means a racing event on which the TAB conducts fixed price betting in accordance with an approval by the Minister under section 13 of the Act.

**"Fixed Price Racing Ticket"** means a ticket issued by TAB in accordance with Part 3 (Transactions) of these rules and includes an form of electronic record approved by TAB.

**"Group"** betting means any form of betting involving the relative performances of any two or more nominated competitors.

**"Multiple Betting"** means a bet involving a selection(s) in two or more declared events or one or more declared events and one or more fixed price racing events.

**"Normal Time"** means the period for which the relevant match or game is scheduled to be played, including any additional time provided by match officials for stoppages, but not including any further time to resolve any tie, draw or dead heat.

**"Outcomes Not Quoted"** means a number of outcomes (eg players, competitors) within a particular bet form which are bracketed together as a single selection.

**"Parlay Bet"** means a series of betting investments which could be single and/or multiple bets issued under one (1) ticket serial number.

**"Payout"** means the amount payable including any stake on a successful declared events bet.

**"Price"** – means either:



- when expressed in monetary terms, the return for an outlay of a certain monetary unit, inclusive of the unit of outlay, or
- when expressed in fractional terms, the ratio of win to stake agreed to by the relevant duly authorised TAB Sports Betting Officer and the customer at the time the declared events bet is made.

**"Proposition"** means a result or combination of results on offer which may occur in any event upon which TAB Sportsbet operates.

**"Rules"** means the declared events betting rules contained herein as amended from time to time.

**"Stake"** means the monetary outlay by the customer in placing a declared events bet. In the case of multiple betting the consideration of each bet may be in fractions of whole dollars or cents.

**"TAB"** means TAB Limited A.C.N 081 765 308, as constituted by the Totalizator Agency Board Privatisation Act 1997, its officers and assigns and shall include any trading entity affiliated with TAB by ownership or otherwise.

**"Win"** means the profit portion of a payout. That is, the payout less the stake outlaid by the customer.

### 3 TRANSACTIONS

#### 3.1 GENERAL

##### 3.1.1 Amount of Declared Events bet

The amount of a declared events bet shall be as agreed between TAB and the customer.

##### 3.1.2 Discretion of TAB

TAB may set any minimum or maximum stake or payout for declared events bets at its sole and absolute discretion.

##### 3.1.3 Limit as to scheduled determination date

No declared events bet shall be made on a declared event which has a scheduled outcome more than thirteen (13) calendar months from the date of the intended declared events bet.

##### 3.1.4 Subsequent calling off of a declared events bet

An agreement may be made between a duly authorised TAB Sports Betting Officer and the customer for a declared events bet to be called off at any time up until the close of betting on the relevant declared events option.

##### 3.1.5 Approved forms of betting

All declared events bets shall be in accordance with the Approved Forms of Betting set out in the schedule to these rules and imposed by the Minister as a general condition under section 20 of the Act. A multiple declared events bet may involve two or more Approved Forms of Betting.

##### 3.1.6 Price setting and fluctuations

TAB may at its sole and absolute discretion set prices for any declared event. The prices are to be offered without prejudice and are subject to change by TAB without notice.

##### 3.1.7 Refusal of bets

TAB may refuse or decline to accept any declared events bet at its sole and absolute discretion and for any reason whatsoever. TAB is not required to state or provide any reasons for refusing or declining to accept any declared events bet.

##### 3.1.8 Currency of display

TAB will use its best endeavours to ensure the currency of the display of all:

- (a) markets on which TAB is conducting declared event betting; and
- (b) prices quoted on outcomes or contingencies in those markets on which TAB is conducting declared event bets, but is not liable for any errors or omissions or the exercise of a discretion under clause 4.4.5 (c).

##### 3.1.9 Refunds

Except as specifically and expressly provided in these Rules or required by law, no customer is entitled to any refund of or in respect of any amount of any declared events bet. This clause does not prevent TAB, in its sole and absolute discretion, refunding in whole or in part the amount of any declared events bet but any such refund or other payment which TAB, in its sole and absolute discretion, elects to make will be without prejudice and will not be binding on TAB or create any precedent or entitlement in any other person or entitlement in respect of the same customer in respect of any other bet.

##### 3.1.10 Price setting by authorised employees and agents

TAB may delegate to its duly authorised employees or agents its power in respect to the setting of prices, acceptance or refusal of individuals bets and the recording of such bets and as to such other matters as TAB may from time to time determine.

##### 3.1.11 Postponement of payment of payouts

TAB shall at all times retain the right to postpone the payment of payouts for reasons including verification of results, system hardware or software malfunction or in circumstances where fraudulent activity is suspected.

### 3.2 CASH BETS

#### 3.2.1 Provision of betting information

A customer who makes a cash declared events bet shall give the declared events bet details in such form as TAB may determine from time to time.

#### 3.2.2 Provision of betting tickets

The seller who accepts a cash declared events bet at a cash sales outlet shall, while the customer is at the betting window, issue a declared events betting ticket to the customer who made the declared events bet.

#### 3.2.3 Betting ticket details

The declared events betting ticket shall include details of:

- (a) the amount of the declared events bet;
- (b) the selected competitor and the declared events betting event to which the declared events bet relates; and
- (c) the eligible payout due upon redemption of the declared events betting ticket should the selected competitor be declared a winner by TAB.

#### 3.2.4 Betting tickets as a customer receipt

The declared events betting ticket represents acknowledgment by TAB of receipt of the declared events bet in relation to which the declared events betting ticket is issued.

#### 3.2.5 Cancellation of bets when no money tendered

The declared events betting ticket may be cancelled if the amount of the declared events bet is not paid for immediately after the declared events betting ticket is issued.

#### 3.2.6 Betting ticket details as official record

The details of the amount of a declared events bet, the selected competitor, and the declared events betting event to which the declared events bet relates recorded on a declared events betting ticket issued by TAB are taken to be the details of the declared events bet for which the declared events betting ticket is issued, even if those details differ in any respect from the details given by the customer making the declared events bet.

#### 3.2.7 Cancellation of bets by customers

A customer who is issued with a declared events betting ticket that the customer claims is incorrect because it does not correctly reflect the details given by the customer when the declared events bet was made, is entitled to have that declared events bet cancelled but only if the seller who issued the declared events betting ticket is satisfied that it is incorrect on the grounds so claimed. Having satisfied the seller in these terms, the customer is entitled to:

- (a) have the declared events betting ticket re-issued at the TAB cash sales outlet of issue in accordance with the details so given, or
- (b) have the declared events betting ticket cancelled and the amount of the declared events bet refunded by the TAB cash sales outlet of issue.

#### 3.2.8 TAB cancellation periods

Any entitlement under clause 3.2.7 may only be exercised within the period of time applicable, prior to the close of betting on the relevant declared events betting event, determined by TAB from time to time.

### 3.3 TELEPHONE BETS

#### 3.3.1 Acceptance of telephone declared events bets

Telephone declared events bets shall only be accepted at an outlet approved by TAB for such purpose. Telephone declared events bets shall only be made to a telephone number approved by TAB for the purposes of receiving declared events bets.

#### 3.3.2 Method of making telephone declared events bets

The customer making the declared events bet shall clearly state:

- (a) the betting account number against which the declared events bet is to be charged and if required, the code allocated to that account; and
- (b) the details of the declared events bet in such form as TAB may determine from time to time in respect of the bet.

The manager of an outlet may:

- (c) direct that a telephone declared events bet not be accepted or
- (d) if the customer making the declared events bet speaks in an insulting, indecent or threatening manner, conveys any false or misleading information or wilfully takes advantage of any TAB errors, direct that a customer's betting account be closed and any money standing to the credit of the account be refunded to the customer.

#### 3.3.3 Records of telephone declared events bets

An officer at an outlet who proposes to accept a telephone declared events bet shall:

- (a) make a record, in such manner as TAB may require, of such details as are necessary to identify the customer making the declared events bet and to describe the particular declared events bet made; and



(b) repeat the details of the declared events bet to the customer, unless the customer indicates that he or she does not wish to have them repeated.

If, before the close of betting and while the customer is still on the telephone, the customer objects that the details are not as specified by the customer, the seller accepting the declared events bet shall:

- (i) correct the record in accordance with the objection, or
- (ii) if it is not practicable for (i) to be done before the close of betting, reject and cancel the declared events bet.

A telephone declared events bet is taken not to have been accepted at an outlet unless a record of the declared events bet has been made in accordance with this clause.

The details of a telephone declared events bet recorded in accordance with this clause are taken to be the details of the declared events bet, even if those details differ in any respect from the details given by the customer making the declared events bet.

A record of each telephone declared events bet made to an outlet shall be sent to TAB.

In addition to the other requirements of this clause, the manager of an outlet shall ensure that all telephone declared events bets are tape recorded and the tape recording sent to TAB.

TAB must retain the tape recording for a period of at least 28 days from the date of the declared events betting event or contingency to which the declared events bet relates or, if a claim with respect to the declared events bet is made during that period, until the claim is finally determined.

### 3.4 BETTING ACCOUNTS

#### 3.4.1 Establishment of betting accounts

A customer may apply to TAB for the establishment of an account for betting purposes ("a betting account"). The application:

- (a) shall be in writing, in a form approved by TAB;
- (b) shall specify such particulars, and be completed in such manner, as TAB may require; and
- (c) shall be accompanied by a deposit or by a guarantee from a bank, building society or credit union acceptable to TAB, to be credited to the account.

A deposit to a betting account made by way of cheque shall not be credited to the account until TAB is satisfied that the cheque has been cleared.

A person who receives a deposit for payment into a betting account must cause a receipt for the deposit to be issued to the customer by whom the deposit is made.

#### 3.4.2 Instructions to TAB in relation to betting accounts

A customer who has established a betting account with TAB may give instructions to TAB, in such manner as TAB may approve, relating to the application or disposal of any amount standing to the credit of the account.

TAB must comply with any reasonable instruction given to it by a customer under this clause, but in giving such instruction the customer agrees to waive any liability of TAB for the payment of said amount to the customer.

#### 3.4.3 Betting account statements

On receipt of a request from an account holder, and at such other times as TAB determines, TAB shall send to the account holder a statement relating to a betting account established by that person with TAB. A statement relating to a betting account is to be in such form, and is to specify such particulars, as TAB considers appropriate.

#### 3.4.4 Payment of betting account guarantees

Within 14 days after TAB sends a statement relating to a betting account to the customer who has lodged a guarantee from a bank, building society or credit union with TAB in respect of the account, the customer must pay to TAB any money due to TAB by the customer from the operation of the account.

TAB may take such action in terms of the guarantee from a bank, building society or credit union as is necessary to recover any monies that remain unpaid after the expiration of the 14 day period.

#### 3.4.5 Non-operation of betting accounts

TAB may close any betting account that is not operated for a period of 3 months and, in that event, shall transfer any amount standing to the credit of the account to a dormant account operated by TAB. In such cases TAB shall notify the holder of the account at the last address known to TAB that the account has been closed.

TAB may re-open a betting account that has been closed under this clause and re-credit to the account any amount credited to a dormant account as a result of the closure of the account.

#### 3.4.6 Overdrawn accounts

Where an amount has been incorrectly credited to an account or an incorrect amount has been credited to such an account, TAB:

- (a) may adjust the account to the extent necessary to rectify the incorrect credit; and
- (b) if, as a result of such adjustment, the account is in debit, may recover as a debt the amount of the deficiency in the account.

### 3.5 BETTING VOUCHERS

#### 3.5.1 Issuance of betting vouchers

TAB may issue betting vouchers.

A betting voucher:

- (a) is to be in such a form as TAB determines.
- (b) is valid for such periods as is specified on the betting voucher.
- (c) is to be regarded as cash equal to the value of the amount represented by the voucher.
- (d) may be accepted at any TAB cash sales outlet:
  - (i) for the making of declared events bets, or
  - (ii) for the making of other bets with TAB, or
  - (iii) for the making of deposits to a betting account maintained with TAB.

### 3.6 INTERNET BETTING

#### 3.6.1 Customer to confirm declared events bet details

TAB may accept a declared events bet over the Internet provided the customer complies with the following:

- (a) A customer shall satisfy himself or herself that all details recorded on the Internet betting confirmation screen, including but not limited to the details in the declared events bet request, are correct.
- (b) A customer shall confirm the declared events bet request contained in the Internet betting confirmation screen by selecting the appropriate button on that screen.

#### 3.6.2 Confirmation of declared events bet

- (a) Upon confirmation of the declared events bet by the customer in accordance with clause 3.6.1(b), the customer may not cancel, amend or replace the declared events bet.
- (b) The declared events bet contained in the request shall be accepted and confirmed by TAB upon allocation by TAB of a ticket serial number to the declared events bet.
- (c) TAB will take all reasonable endeavours to notify the customer of confirmation of the declared events bet by issuing to the customer an Internet betting receipt.
- (d) If the customer does not receive an Internet betting receipt in respect of a declared events bet, the customer may request a receipt by telephone or in writing and TAB shall provide, confirmation of the declared events bet.
- (e) If the customer receives an Internet betting receipt that does not match the declared events bet confirmed by the customer, the customer may make a claim in relation to the declared events bet, provided such claim is rendered to TAB within fourteen (14) days of the date of placing of the declared events bet by the customer.

#### 3.6.3 Customer to keep identity verification information confidential

The customer is responsible for ensuring that the customer's password, PIN and other pieces of personal information TAB may use to verify the customer's identity remain confidential.

#### 3.6.4 Customer responsible for transactions relating to their accounts

The customer is responsible for transactions relating to his or her account. TAB accepts no responsibility for disputed transactions made by the customer on his or her account.

#### 3.6.5 Records of declared events bets

The records of TAB shall be conclusive evidence of and deemed to be true and a correct record of all declared events bets made via the Internet. Computer printouts and other records provided by the customer shall not be accepted as evidence of declared events bets placed.

#### 3.6.6 Internet betting access may be denied without notice

TAB may cease to provide access to a customer to its website to place bets via the Internet at anytime. This may be done without notice to the customer.

#### 3.6.7 Customer to notify TAB of changes to personal information

The customer warrants that all information provided by him or her on the TAB's website shall be true and correct and that he or she will immediately notify TAB of any change to the information previously supplied.

#### 3.6.8 Customer information supplied via the website may be used by TAB

The customer agrees to the use by TAB of the information provided by the customer on the website for any purpose relating to the opening of an account, the activation of Internet access, the placement of declared events bets by the customer, for marketing purposes or as required by law.

#### 3.6.9 Website information may change without notice

TAB may change the information or the format of the information on its website at any time without notice to the customer.

#### 4 DECLARED EVENTS BETTING EVENTS

##### 4.1 Determination of events covered

TAB may, in its sole and absolute discretion, determine the declared events betting events upon which TAB conducts declared events betting and the forms of declared events bets which TAB offers on a declared events betting event on which TAB conducts declared events betting.

##### 4.2 Approved forms of betting

TAB shall only accept declared events bets on approved declared events betting and fixed price racing events.

##### 4.3 All-up and multiple declared events bets

All-up bets or bets involving two or more contingencies may be made across different declared events and approved declared events betting and fixed price racing events.

##### 4.4 No Requirement to Quote on all Potential outcomes or Contingencies

4.4.1 TAB may, in its sole and absolute discretion, determine the outcomes or contingencies within a declared events betting event or a form of declared events betting on a declared events betting event on which TAB will accept declared events bets or quote prices (including, without limitation, whether an Outcomes Not Quoted selection is offered).

4.4.2 TAB is not required to accept declared events bets or quote prices on all potential outcomes or contingencies within a declared events betting event or a form of betting on a declared events betting event.

4.4.3 TAB may, in its sole and absolute discretion, elect to accept declared events bets or quote prices on only some of the potential outcomes or contingencies within a declared events betting event or a form of betting on a declared events betting event. All declared events bets stand regardless of whether or not, at the time the relevant declared events bet was made or at any prior or subsequent time, TAB accepted or was prepared to accept, bets or quoted prices on the outcome or contingency which ultimately occurred.

4.4.4 If TAB elects not to list (either specifically or by inclusion within an Outcomes Not Quoted selection) all potential outcomes or contingencies within a form of betting on a declared events betting event, TAB must clearly and specifically state on betting lists and price display screens that outcomes or contingencies not listed may be successful.

4.4.5 TAB may, in its absolute and sole discretion, at any time prior to the close of betting and without notification or reason:

- (a) elect not to accept declared events bets or cease to quote or suspend quotation of, prices on a particular outcome or contingency in a declared events betting event or a form of betting on a declared events betting event;
- (b) commence or resume accepting declared events bets or quoting prices on a particular outcome or contingency in a declared events betting event or a form of betting on a declared events betting event; and
- (c) accept a declared events bet on a particular outcome or betting on a declared events betting event notwithstanding that TAB was not at the relevant time quoting prices on that outcome or contingency.

#### 5. PARLAY BETTING

##### 5.1 Events to which parlay bets relate

5.1.1 A parlay bet may be made in respect of an approved declared event or fixed price racing event or any combination thereof.

5.1.2 At the time of placing a parlay investment, the investor will determine the formula number(s) that is to be applied to that bet, which may not be greater than the total number of events in the bet.

5.1.3 The maximum number of declared events and/or fixed price racing events in respect of which any one parlay bet may be made is to be determined by TAB.

5.1.4 TAB may limit the events in respect of which any one parlay bet may be made in any manner as they may determine.

##### 5.2 Payout on parlay bets

Any payout earned as a result of a parlay bet will not be paid until the result of all multiple betting combinations of the parlay bet have been determined.

#### 6 DETERMINATION OF RESULTS

##### 6.1 GENERAL

###### 6.1.1 All-in basis

All declared events bets are made on an All-in basis except where:

- (a) clause 6.2.3.7 expressly provides otherwise;
- (b) some other basis is expressly and specifically agreed between a duly authorised TAB Sports Betting Officer and the customer at the time of making the relevant declared events bet; or
- (c) an additional proviso applied by TAB to the relevant declared events bet in accordance with clause 1.6 expressly and specifically provides that the declared events bet is not made on an All-in basis.

- 6.1.2 Determination of result  
Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, the final result shall take into account any extra time periods or match replay or any other contingency necessary to determine the winner. This clause is subject to clause 6.1.7 herein.
- 6.1.3 Line betting (Points start)  
Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, where betting on the outcome of a declared events betting event involves a line betting (eg points start on a particular match) such line betting shall be set to half a point.  
For the purposes of this clause, in the case of declared events bets involving line betting, the outcome of each declared events betting event shall be determined including any extra time, replay or other contingency necessary to determine the official result, unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet. This clause is subject to clause 6.1.6 and any declared events specific clauses in part 6.2 herein, where applicable.
- 6.1.4 Right of TAB to cease betting  
TAB may, at its sole and absolute discretion, cease or suspend betting on any declared events betting event without reason or notification. All declared events bets accepted prior to the cessation or suspension of betting will be treated in accordance with these rules.
- 6.1.5 Amount of payout  
The payout on any declared events bet shall be as agreed between TAB and the customer at the time of making the declared events bet. The payout specified on the declared events betting ticket will be deemed to be the payout agreed between TAB and the customer, except in the case of a misprint resulting from computer or other technical error or where there is evidence of fraud or of forgery or alteration of the declared events betting ticket.
- 6.1.6 Postponement of a declared events betting event  
Where a declared events betting event is postponed or is listed for replay and is not officially scheduled to be replayed or conducted within three (3) calendar days of the original scheduled completion date, the declared events betting event shall be treated as abandoned and all declared events bets shall be refunded. This clause is subject to any declared events specific clauses in part 6.2 herein, where applicable.
- 6.1.7 Prices offered for tie, etc  
Where a declared events betting event results in a tie, draw or dead heat and prices are offered within the relevant declared events betting market by TAB on that declared events betting event for a tie, draw or dead heat, the outcome shall be determined excluding any extra time, replay or other contingency necessary to determine an official result and any declared events bet for a result other than a tie, draw or dead heat will be deemed to have lost.
- 6.1.8 Prices not offered for tie, etc  
Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, if the result of a declared events betting event is declared with joint winners or placegetters and a tie, draw or dead heat is not a form of betting offered by TAB on that declared events betting event, the revised payout shall be calculated by the following method:  
(i) divide the face value of the declared events betting ticket (the original payout) by the number of competitors involved in the tie, draw or dead heat, then  
(ii) multiply the figure obtained in 6.1.8 (i) by the number of official placings to be filled by the competitors figuring in the tie, draw or dead heat.
- 6.1.9 Multiple bets and tie, etc  
Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet and subject to clauses 6.1.7 and 6.1.8, in declared events bets involving more than one contingency or declared events betting event:  
(a) if the selection in any of the contingencies or declared events betting events loses or is deemed to have lost, the whole of the declared events bet is lost;  
(b) if one or more of the contingencies or declared events betting events results in a tie, draw or dead heat, the revised return for each leg shall be calculated by applying the method set out in clause 6.1.8 herein and the revised payout shall be the amount obtained as the product of the cumulative price applicable and the original stake;  
(c) where the declared events bet covers two or more declared events betting events and one or more declared events betting events is decided in the customer's favour but any remaining declared events betting event is subsequently postponed and not officially scheduled to be replayed or conducted within three (3) calendar days of the original scheduled date or any remaining declared events betting event is abandoned, the revised payout shall be the amount obtained as the product of the cumulative price applicable (at the time the declared events bet was made) to the declared events betting events decided in the customer's favour and the original stake.

- 6.1.10 Cancellation of declared events betting event prior to commencement  
Subject to clause 6.1.9 (c), if any declared events betting event is cancelled prior to its commencement or abandoned, TAB shall refund all declared events bets made on that declared events betting event.
- 6.1.11 Reliance on official or podium positions  
Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, wagers on declared events betting events will be settled on the official or podium positions as per the adjudication of the relevant, recognised governing body. Subsequent disqualification, promotion of competitors or any other change is irrelevant for the purposes of determining the result of a declared events bet.
- 6.1.12 Declared events bets placed after completion of relevant declared events betting event  
Any declared events bet placed after the completion of the declared events betting event to which it relates is deemed void and is to be refunded to the customer. If this circumstance arises in the context of one or more legs of a multiple declared events bet, only the affected leg(s) of the declared events bet is deemed void.
- 6.1.13 Change of venue of declared events betting event  
Unless agreed otherwise by TAB and the customer at the time of making the declared events bet, in the event of a change to venue of a declared events betting event involving named competitors, all declared events bets relating to that event are deemed void and are to be refunded except as provided by clause 6.2.8.2. If this circumstance arises in the context of one or more legs of a multiple declared events bet, only the affected leg(s) of the declared events bet is deemed void.
- 6.1.14 Payouts for "outcomes not quoted"  
For payouts, the "outcomes not quoted" selection is considered to be a single competitor, and accordingly can only be paid the equivalent of one payout, irrespective of the number of "outcomes not quoted" that would have achieved a payout if they were players that had prices quoted.

## 6.2 DECLARED EVENTS SPECIFIC RULES

Unless agreed otherwise by the TAB and customer at the time of making the declared events bet, the clauses below apply to all declared events bets on the relevant declared events. In determining the result of a declared events bet, if any inconsistency arises between a clause in part 6.2 relating to the declared event on which the declared events bet was placed and a clause elsewhere in the rules, the declared events specific clause in part 6.2 prevails to the extent of any inconsistency.

### 6.2.1 Boxing

- 6.2.1.1 Where a contest is postponed (to the calendar day following or later) or a contestant is replaced by a substitute, such contest is deemed to be abandoned and all bets are to be refunded.
- 6.2.1.2 Where, for any reason, the scheduled number of rounds in a contest is altered, all declared events bets on that contest are deemed void and are to be refunded.
- 6.2.1.3 Where, for any reason, a points decision is awarded before the full number of rounds is completed, bets will be settled on the round in which the fight was stopped.
- 6.2.1.4 If a boxer fails to 'answer the bell' signalling the commencement of the next round, the contest is deemed to have ended in the previous round.

### 6.2.2 Cricket

- 6.2.2.1 In the case of all types of cricket matches,
- (a) Unless at least one ball is bowled, all declared events bets on the match are deemed void and are to be refunded.
  - (b) A player who officially retires for any reason other than injury is deemed to be out.
  - (c) In the case of 'next batsman out' betting, bets on a member of a batting partnership which remains intact at the end of an innings are deemed void and are to be refunded.
  - (d) In the case of 'next batsman out betting', a batsman who officially retires injured during the course of an innings is not considered out for declared events betting purposes. In such instances, declared events bets relating to the relevant batsman or pairing are deemed void and are to be refunded.
  - (e) In the case of "head-to-head" betting on the number of runs scored, unless both the relevant batsmen are at the wicket when at least one ball is bowled (but not necessarily at the same time) the relevant declared events bets are deemed void and are to be refunded.
  - (f) A "Mankad" dismissal of a batsman is of similar effect to a dismissal by other means.
  - (g) This clause is subject to any specific rulings by the relevant recognised governing body. In the case of betting on player, team or other type of performance over a series of matches (eg most wickets, most catches, most runs or number of catches) any runs, wickets or catches accumulated in matches that were abandoned shall count toward the relevant tallies at the end of the series.
- 6.2.2.2 A one-day cricket match means a cricket match so classified by TAB Limited.



- 6.2.2.3 In the case of one-day cricket matches only,
- (a) If a match is shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the result is that determined by the relevant recognised governing body under the relevant competition rules.
  - (b) In the case of betting on the highest scoring batsman (across both teams)
    - The successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for either team have faced a ball.
    - In the case of either or both innings being shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the batsman from either team scoring the most runs across the revised number of overs provided an official result is declared.
    - Where the match is abandoned and/or no official result is declared, all bets are deemed void and are to be refunded.
  - (c) In the case of highest scoring batsman in one team's innings:
    - The successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for that team have faced a ball.
    - In the case of an innings shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the batsman scoring the most runs across the revised number of overs provided an official result is declared.
    - If an official result is not declared bets are deemed void and will be refunded.
  - (d) In the case of betting on the highest wicket taking bowler for one team in an innings:
    - The successful outcome will be the bowler taking the most wickets, regardless of whether or not all the opposing team's wickets have fallen.
    - Unless at least one wicket is taken by a bowler during the relevant innings all bets are deemed void and are to be refunded.
    - In the case of an innings shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the bowler taking the most wickets across the revised number of overs provided an official result is declared.
    - If an official result is not declared bets are deemed void and will be refunded.
  - (e) In the case of betting on the highest wicket taking bowler across both teams in a one day match:
    - The successful outcome will be the bowler taking the most wickets, regardless of whether or not all wickets for either or both teams have fallen.
    - Unless at least one wicket is taken by a bowler during the match all bets are deemed void and are to be refunded.
    - In the case of either or both innings being shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the bowler from either team taking the most wickets across the revised number of overs provided an official result is declared.
    - If an official result is not declared bets are deemed void and will be refunded.
  - (f) If play is postponed to a reserve day, any bets not decided – including (but not limited to) bets on the outcome of the match and bets relating to any incomplete innings – are to be carried forward to the reserve day and determined in accordance with these rules.
  - (g) In the case of betting on the total number of runs scored by a team in an innings:
    - The successful outcome will be the number of runs scored in that innings regardless of whether or not the innings is shortened by the relevant recognised governing body (due to weather, poor light or any other reason).
    - Where the innings is shortened by the relevant recognised governing body (due to weather, poor light or any other reason) to the extent that the match is abandoned with no official result declared, all bets are deemed void and are to be refunded.
- 6.2.2.4 In the case of cricket matches, other than one-day matches,
- (a) In the case of betting on the highest scoring batsman for one team in an innings match or series.
    - the successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for that team have faced a ball
    - unless at least one run is scored 'off the bat' by a batsman for that team during the relevant innings, match or series all bets are deemed void and are to be refunded.
  - (b) In the case of betting on the highest scoring batsman across both teams in an innings, match or series.
    - the successful outcome will be the batsman scoring the most runs, irrespective of whether or not all batsmen for both teams have faced a ball
    - unless at least one run is scored 'off the bat' by a batsman for either team during the relevant innings, match or series all bets are deemed void and are to be refunded.

- (c) In the case of betting on the highest wicket-taking bowler for one team in an innings, match or series:
  - the successful outcome will be the bowler taking the most wickets, regardless of whether or not all the opposing team's wickets have fallen
  - unless at least one wicket is taken by a bowler during the relevant innings, match or series all bets are deemed void and are to be refunded.
- (d) In the case of betting on the highest wicket-taking bowler across both teams in an innings, match or series:
  - The successful outcome will be the bowler taking the most wickets, regardless of whether or not all wickets have fallen
  - unless at least one wicket is taken by any bowler during the relevant innings, match or series all bets are deemed void and are to be refunded.
- (e) In the case of betting on the total number of runs scored in an innings
  - the successful outcome will be the number of runs scored in that innings regardless of whether or not the innings is complete
  - unless at least one ball is bowled in the innings all bets are deemed void and are to be refunded.
- (f) In the case of test (and non-limited overs) cricket, if the match is declared a "tie", all bets to win on either team will be paid at half face-value, while bets on the draw will be losers.

### 6.2.3 Golf

- 6.2.3.1 (a) Where a tournament which is scheduled for (72) holes is abandoned for any reason, if less than thirty six (36) holes have been completed, all bets on the outcome of the tournament are void and are to be refunded. If thirty six (36) or more holes have been completed and an official result is declared by the relevant recognised governing body, all bets stand and are to be determined in accordance with that official result. This clause is subject to clause 6.2.3.6.
- (b) Where a tournament which is scheduled for (90) holes is abandoned for any reason, if less than fifty four (54) holes have been completed, all bets on the outcome of the tournament are void and are to be refunded. If fifty four (54) or more holes have been completed and an official result is declared by the relevant recognised governing body, all bets stand and are to be determined in accordance with that official result. This clause is subject to clause 6.2.3.6.
- 6.2.3.2 Where a tournament which is scheduled for fewer than seventy two (72) holes is abandoned, bets on the outcome of the tournament are to be determined in accordance with the official result declared by the relevant recognised governing body.
- 6.2.3.3 Any play-off holes will be taken into account in determining the winner of a tournament. However, in the case of place bets, clauses 6.1.8 and 6.1.9 herein will apply where there is a tie after completion of the set number of holes (subject to clauses 6.2.3.1 and 6.2.3.2 herein).
- 6.2.3.4 In the case of 'group' betting:
  - (a) where all players in a group fail to complete the scheduled number of holes in an event, the winner of that group shall be the player who completes the most number of holes;
  - (b) where some of the players in a group fail to complete the scheduled number of holes in an event, the winner of that group shall be the player(s) who completes the most number of holes with the lowest score;
  - (c) where all players in a group complete the same number of holes, the winner will be the player in that group with the lowest score (subject to clauses 6.2.3.1 and 6.2.3.2 herein);
  - (d) where a tied result occurs in relation to any part of this clause, the provisions of clauses 6.1.8 and 6.1.9 herein are to be applied.
- 6.2.3.5 This clause applies where a tournament is suspended on the direction of the relevant recognised governing body and no official result is declared under circumstances where the balance of the tournament is intended to be rescheduled. In such cases, all bets not yet determined upon suspension of play are to be held in trust by TAB until a result is declared by the relevant governing body. In these circumstances, if a result is not declared within one month of the original commencement date, all bets not yet determined are deemed void and are to be refunded.
- 6.2.3.6 In the event that a tournament is abandoned prior to completion of the scheduled number of holes any bets placed after the point in the tournament where no further play occurred are deemed void and are to be refunded.
- 6.2.3.7 In the case of 2 or 3 ball (player) group betting over 18 holes, the winner will be the player with the lowest score after completion of the relevant 18 holes. Unless all players in the group complete the relevant 18 holes, bets are deemed void and are to be refunded.

### 6.2.4 Motor Racing

- 6.2.4.1 In the case of individual races, in accordance with clause 6.1.11 herein, results will be determined based on the initial declaration of the official result of the race by the relevant recognised governing body. The result will not be affected by any subsequent protests, processes or amendments to placing.

- 6.2.4.2 In the case of championships, in accordance with clause 6.1.11 herein, results will be determined based on the official points standing upon the initial declaration of the official result by the relevant recognised governing body of the final event for championship purposes. The championship result will not be affected by any subsequent protests, processes or amendments to placing.
- 6.2.4.3 In the case of individual races where the drivers for individual cars are not known 48 hours prior to the scheduled commencement time of the race, betting will be conducted on the winning car rather than the winning driver.
- 6.2.4.4 In the case of "head-to-head" betting between two cars or two drivers, if either of the relevant cars or drivers fail to finish, the successful outcome will be determined in accordance with which car or driver completes the most laps. In the event that both cars or drivers are credited with completing the same number of laps dead heat rules apply.
- 6.2.5 Rugby League
- 6.2.5.1 In the case of declared events bets on the first or next try scorer:
- (a) except in cases where TAB offers prices for a penalty try within the relevant market, in the event that the first or next try is a penalty try, relevant declared events bets will be determined on the basis of the try following; and
  - (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.
- 6.2.5.2 In the case of declared events bets on the next scoring play:
- (a) except in cases where the TAB offers prices for a penalty try within the relevant market, in the event that the next scoring play is a penalty try the relevant declared events bet will be determined on the basis of the next scoring play; and
  - (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.
- 6.2.6 Rugby Union
- 6.2.6.1 In the case of declared events bets on the first or next try scorer:
- (a) except in cases where TAB offers prices for a penalty try within the relevant market, in the event that the first or next try is a penalty try, relevant declared events bets will be determined on the basis of the try following; and
  - (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.
- 6.2.6.2 In the case of declared events bets on the next scoring play:
- (a) except in cases where the TAB offers prices for a penalty try within the relevant market, in the event that the next scoring play is a penalty try the relevant declared events bet will be determined on the basis of the next scoring play; and
  - (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.
- 6.2.7 Soccer
- 6.2.7.1 If a soccer match is officially called off prior to its scheduled completion and an official match result is not declared by the relevant recognised governing body, bets not determined at the time the match is concluded are deemed void and are to be refunded. This does not apply to declared events bets already determined at the conclusion of the match, eg first goal scorer.
- 6.2.7.2 If a soccer match is officially called off prior to its scheduled conclusion and an official match result is declared by the relevant recognised governing body, relevant declared events bets will be determined on that result. However, in these circumstances, declared events bets which are dependent upon the number of goals scored (including line bets) are void and are to be refunded.
- 6.2.7.3 Unless agreed otherwise by TAB and the customer at the time of placing the declared events bet, the outcome of soccer matches is determined at the end of 'normal time' (in most circumstances 90 minutes plus injury time).
- 6.2.7.4 Except in cases where TAB offers prices for an own goal within the relevant market, if the first or next goal scorer is awarded an 'own goal', relevant declared events bets will be determined on the basis of the goal following.
- 6.2.8 Tennis
- 6.2.8.1 A tennis match is deemed to have commenced with the first serve. If, for any reason, a competitor or a doubles team withdraws, is disqualified or fails to complete a match after it has commenced, all declared events bets not already determined when the match is terminated are deemed void and are to be refunded. Affected multiple bets will be recalculated on the same basis as applying to the calculation of payouts in the case of postponed or abandoned declared events betting events under Rule 6.1.9 (c).



- 6.2.8.2 Where, for any reason, the venue for a tennis match is changed but does not involve a change in the type of playing surface then Rule 6.1.13 does not apply.
- 6.2.8.3 Rule 6.2.8.2 applies equally to betting on matches and tournament betting.
- 6.2.9 Yachting
- 6.2.9.1 Where betting is conducted on 'line honours' or 'quinella', in accordance with clause 6.1.11, results will be determined based on the placings of the yachts as they cross the finish line. The result will not be affected by any subsequent protests, processes or amendments to placings.
- 6.2.10 Jockey Challenge
- 6.2.10.1 "Jockey Challenge" is betting on a jockey achieving the highest aggregate points scored in accordance with these rules for achieving a place in races conducted at a particular race meeting or over a racing carnival. A racing carnival shall include a series of race meetings as approved by Racing NSW.
- 6.2.10.2 Prior to commencement of betting, wagering operators will prepare a list of jockeys and opening prices. The list will include an "any other" price option to cover any jockey who is not included in the original list. At all times the "any other" option shall be treated as one entity.
- 6.2.10.3 In the event of a race meeting being abandoned or postponed all bets are void and moneys are to be refunded except as provided by 6.2.10.4 and 6.2.10.5.
- 6.2.10.4 In the event of a race meeting not being completed as originally programmed all bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a jockey has an unassailable lead, in which case all bets stand.
- 6.2.10.5 In the case of Jockey Challenge betting on a racing carnival should any of the programmed carnival race meetings not be completed in their entirety, all bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a jockey has an unassailable lead, in which case all bets stand.
- 6.2.10.6 No points shall be allocated in relation to a race scheduled to be conducted at a race meeting if that race is postponed to another race meeting, abandoned or declared a no race by the Stewards on the day of the race meeting.
- 6.2.10.7 The winner will be the jockey who has the most points accumulated at the end of the competition. Points will be accrued per race and calculated as follows:  
 3 points for a winning ride  
 2 points for a second placed ride  
 1 point for a third placed ride  
 Points will only be allocated to the jockey(s) who actually ride the winning or placed horse(s) in a race. Points will not be allocated to any rider who may have been engaged to ride a horse but was subsequently replaced by permission or direction of the Stewards.  
 There will be no refunds of bets should a jockey be replaced by another rider.
- 6.2.10.8 In the event of a dead heat for any or all of the placings jockey points will be allocated on a proportionate fractional basis i.e.

<i>Dead Heat for a Win</i>	<i>Dead Heat for Second</i>	<i>Dead Heat for Third</i>
<i>Points</i>	<i>Points</i>	<i>Points</i>
1st – 2.5, 2.5	1st – 3	1st – 3
2nd – 0	2nd – 1.5, 1.5	2nd – 2
3rd – 1	3rd – 0	3rd – 0.5, 0.5

In the event of a triple dead heat for any or all of the placings, points will be allocated on a proportionate fractional basis i.e.:

<i>Triple Dead Heat for Win</i>	<i>Triple Dead Heat for Second</i>	<i>Triple Dead Heat for Third</i>
<i>Points</i>	<i>Points</i>	<i>Points</i>
1st – 2, 2, 2,	1st – 3	1st – 3
2nd – 0	2nd – 1, 1, 1	2nd – 2
3rd – 0	3rd – 0	3rd – 0.3, 0.3, 0.3

- 6.2.10.9 In the event of two or more jockeys being tied on the same number of points at the completion of the competition all successful bets will be paid according to TAB Limited Declared Events Betting Rule 6.1.8.
- 6.2.10.10 Allocated points will not be subject to change in the case of any future disqualification. Any dispute regarding the declared winner will be adjudicated by Racing NSW stewards whose decision shall be final.

6.2.10.11 Payment will be declared at the end of each race meeting or carnival, unless otherwise directed by the Stewards.

6.2.10.12 Any matter in respect to a Jockey Challenge at a race meeting or a racing carnival not provided for in these Rules shall be determined by the Chairman of Racing NSW stewards.

6.2.11 Baseball

Where a nominated starting pitcher does not start a game, all declared events bets on that game are deemed void and are to be refunded unless agreed otherwise by TAB and the customer at the time of placing the declared events bet.

## 7 MISCELLANEOUS

### 7.1 Betting by minors

Any person under the age of eighteen (18) years shall not be entitled to place a declared events bet with TAB.

### 7.2 Disclaimer

TAB is not, except as otherwise expressly and specifically provided in these rules or required by law, liable to any person (including without limitation for any loss or damage suffered or claimed to have been suffered by a person) as a result of or in any way arising out of or as a consequence of any of the following:

- (a) Inability to place or cancel a declared events bet on any declared events betting event or form of betting on a declared events betting event.
- (b) Inability to place or cancel a declared events bet on a particular outcome or contingency on any declared events betting event or form of betting on a declared events betting event.
- (c) The loss of a declared events betting ticket.
- (d) Any payment made to the bearer of a ticket where a customer alleges that such payment was made to the wrong person.
- (e) Reliance upon any omission, inaccurate information or statement whether made by any TAB employee or agent or by the electronic or print media, concerning any matter whatsoever relating to the customer or to TAB or to any event, competitor, withdrawal or other matter whatsoever.
- (f) Any decision of the recognised governing body of the declared event or any referee or other official appointed to administer, supervise, referee or control a declared events betting event (including without limitation any decision to impose or not to impose, penalties or sanctions and the nature and extent of any such sanctions).
- (g) Any subsequent change to the result of a declared events betting event after a result has been declared by the recognised governing body of that declared events in accordance with clause 6.1.11.
- (h) Unauthorised use of the customer's betting account.
- (i) In the case of a cash declared events bet at a cash outlet, failure by the customer to correct inaccurate or omitted declared events bet details recorded on a ticket immediately upon issue of the ticket.
- (j) In the case of a telephone declared events bet, failure by a customer to correct inaccurate or omitted declared events bet details when such details are called back to the customer by TAB.
- (k) In the case of an Internet declared events bet, where the customer has confirmed the declared events bet request in accordance with Rule 3.6.1 (b).
- (l) In the case of an Internet declared events bet, use of, participation in or inability to obtain access to the website for the purpose of making a declared events bet.
- (m) In the case of an Internet declared events bet, any loss or damage caused in the event that the computer of the customer becomes infected with a virus as a result of connecting to TAB's website or by any technology failure whatsoever.
- (n) Access by the customer to websites of any person via links from TAB's website.
- (o) Any prices quoted by any source other than authorised staff of TAB or any quoted prices which are no longer valid for betting purposes.
- (p) The failure, exclusion or refusal of any competitor, team or member of a team to start or complete a declared events betting event.
- (q) The refusal or inability of TAB, its agents or assigns to accept all or part of a declared events bet or to accept declared events bets on a particular outcome or contingency on any declared events betting event or form of betting on a declared events betting event.
- (r) The exercise by TAB of any discretion conferred on TAB under these Rules or the manner in which that discretion is exercised either generally or in particular circumstances.

## 8 CLAIMS AND DISPUTES

### 8.1 Lost, destroyed, mutilated or stolen declared events betting ticket claims

#### 8.1.1 Lodgement of claims

Claims for lost, destroyed, mutilated or stolen declared events betting tickets shall be lodged within 14 days of the completion of the declared events betting event upon which the declared events bet was made. Claims may be lodged at any TAB outlet and not necessarily the TAB outlet at which the declared events betting ticket was purchased.

- 8.1.2 Claim administration fees  
TAB may charge an administration fee, as notified by TAB from time to time, on all claims for lost, destroyed, mutilated or stolen declared events betting tickets.
- 8.1.3 Need for statutory declarations  
A statutory declaration in such form and containing such information as TAB may require shall accompany each claim.
- 8.1.4 Stolen ticket claims  
A claim for a stolen declared events betting ticket prior to the declared events betting ticket becoming payout bearing will not be accepted without the claimant's prior report of the theft to the police.
- 8.1.5 Claims lodged prior to the completion of events  
Unless the declared events betting ticket stake value exceeds \$100 (one hundred dollars), claims will not be accepted prior to the completion of the respective declared events betting event and the declared events betting ticket becoming eligible for payout.
- 8.1.6 Acknowledgement of claim being received  
The claimant will be issued with written acknowledgement of their claim within 21 days of their claim being received by TAB's Head Office Account Management or Customer Relations Section.
- 8.1.7 Time frame for claims  
Claims will not be accepted after 14 days from the completion of the declared events betting event, unless the claimant can provide a valid reason for the delay in lodging the claim.
- 8.1.8 Delays to payout pending the outcome of a claim  
TAB may stop payment on the declared events betting ticket pending the outcome of its investigation.
- 8.1.9 Settlement of approved claims  
Following investigation by TAB of the claim for the lost, destroyed, mutilated or stolen declared events betting ticket, if TAB is satisfied that the claimant is entitled to a payout or refund on the declared events betting ticket then:
- (a) Approved claims will be settled by way of a:
    - (i) voucher payable at any TAB outlet except for amounts greater than \$500 (five hundred dollars);
    - (ii) cheque in favour of the claimant; or
    - (iii) deposit to the claimant's nominated betting account; and
  - (b) TAB will immediately record the cancellation of the declared events betting ticket.
- 8.2 Telephone betting claims
- 8.2.1 Claims concerning records of telephone declared events bets  
Within 14 days after making a telephone declared events bet or within such further time as TAB may allow, a customer may lodge a written claim with TAB to the effect:
- (a) that the details of the declared events bet given by the customer when making the declared events bet were incorrectly recorded; and
  - (b) that the customer has suffered loss as a result of the error.
- If after investigating the claim, TAB is satisfied:
- (a) that the claim is justified; and
  - (b) that the claim was due to the negligence or wilful default of any TAB officer, employee or agent, TAB must make any appropriate alteration to the record and must refund such amount or pay such payout to the claimant as TAB considers to be just and reasonable.
- Any election by the claimant not to have the details of a declared events bet repeated, as referred to in Clause 3.3.3 may be taken into account in TAB's investigation of the claim.
- 8.2.2 Claims concerning betting account statements  
Within 14 days after TAB sends a customer a statement relating to a betting account or within such further time as TAB may allow, the customer may lodge a written claim with TAB to the effect that the statement contains an error or omission.
- If, after investigating a claim, TAB is satisfied that the claim is justified, TAB must make any appropriate alteration to its records and must forward a corrected statement to the claimant.
- A customer is not entitled to make a claim under this clause if the basis of the claim is attributable to a claim referred to in Clause 8.2.1 of these Rules.

### 8.3 GENERAL

- 8.3.1 Information to accompany claims  
A claim under this part need not be investigated unless the claimant gives to TAB such information, and such declared events betting tickets or other documents as are in the claimant's possession, as may be necessary to facilitate investigation of the claim.

- 8.3.2 Notification of claim outcome to claimant  
After investigating the claim, TAB:  
(a) must notify the claimant of its decision; and  
(b) may pay such payout or refund to the claimant as TAB considers to be just and reasonable.

8.3.3 Review of decisions of claims

A customer who is dissatisfied with TAB's decision on a claim under this part may request TAB to review its decision.

TAB must deal with such a request in the same way as if it were a complaint, except that the person by whom the request is dealt with must not be:

- (a) the person by whom the original claim was dealt with; or  
(b) a person who is under the supervision of the person by whom the original claim was dealt with.

This clause does not authorise more than one request to be made in relation to any one claim.

8.4 ENFORCEABILITY

8.4.1 Enforceability of TAB decisions

The decision of TAB upon:

- (a) any question or dispute as to the amount of payout or refund calculated in respect of any declared events betting ticket or declared events bet, or  
(b) any question as to the validity of any declared events betting ticket as to any forgery or alteration thereof or tampering therewith,  
subject to Part 8.5, shall be final and conclusive.

8.5 RESOLUTION OF DISPUTES

8.5.1 Declared Events Betting Disputes Panel

There shall be a Declared Events Betting Disputes Panel, the members of which are to be appointed by the Minister.

8.5.2 Matters referable to the Declared Events Betting Disputes Panel

In the event of:

- (a) any circumstance arising which is not provided for by the Rules or the Act or  
(b) a dispute between TAB and a customer as to the interpretation of these Rules,  
which relates to the outcome of a declared events betting event, TAB or a customer may refer the matter to the Declared Events Betting Disputes Panel.

8.5.3 Prior attempt at resolution

Prior to referring any matter to the Declared Events Betting Disputes Panel, a customer shall endeavour to resolve the matter directly with TAB.

8.5.4 Time frame for references to the Declared Events Betting Disputes Panel

References to the Declared Events Betting Disputes Panel shall be within twenty-eight (28) days of the date of completion of the declared events betting event to which the disputed declared events bet relates.

8.5.5 Contact point for the Declared Events Betting Disputes Panel

References to the Declared Event Betting Disputes Panel shall be directed to the secretary of the panel, by contacting:

Secretary  
Declared Events Betting Disputes Panel  
Compliance Division (Team E)  
NSW Office of Liquor, Gaming and Racing  
GPO Box 7060  
Sydney NSW 2001  
Telephone: (02) 9995 0487  
Fax: (02) 9995 0466  
Email: [declareevents@olgr.nsw.gov.au](mailto:declareevents@olgr.nsw.gov.au)

Gazetted: 15 September 2000

Amendments Gazetted: 21 February 2003, 10 October 2003, October 2005, July 2006, November 2009

# PRIVATE ADVERTISEMENTS

## COUNCIL NOTICES

### GREAT LAKES COUNCIL

Roads Act 1993, Section 10

Dedication of Land as Public Road

PURSUANT to section 10 of the Roads Act 1993, Great Lakes Council hereby dedicates the land as detailed in the Schedule below as public road. GLENN HANDFORD, General Manager, Great Lakes Council, Breese Parade, Forster NSW 2428.

#### SCHEDULE

Lot 237, DP 753168 at Forster, Parish of Forster, County of Gloucester.

Lot 4, DP 415817 at Forster, Parish of Forster, County of Gloucester.

Lot 6, DP 505044 at Forster, Parish of Forster, County of Gloucester. [6240]

### JUNEE SHIRE COUNCIL

#### NOTICE

Roads Act 1993, Roads (General) Regulation 2000

Part 2 – Roads

Division 2 – Naming of Roads

NOTICE is hereby given that, subsequent to advertising and no written objections being received, Junee Shire Council has named two new streets in the proposed plan of Kaiser Estate subdivision, as shown in the plan, being Walster Street and Taylor Street.



GREG CAMPELL, General Manager, Junee Shire Council, Belmore Street, PO Box 93, Junee NSW 2663. [6241]

### LAKE MACQUARIE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

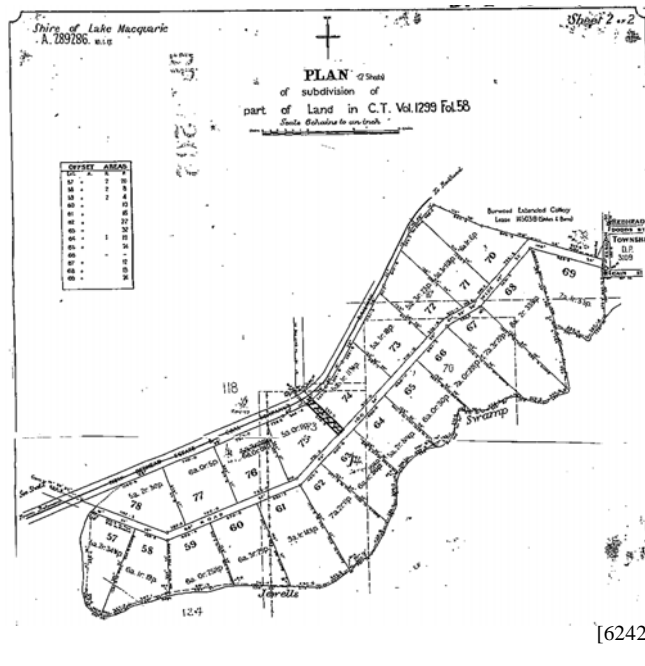
NOTICE is hereby given pursuant to section 16 of the Roads Act 1993, the Council of the City of Lake Macquarie dedicates the land described in the Schedule hereunder and shown hatched on the plan below as public road. BRIAN

BELL, General Manager, Lake Macquarie City Council, Administration Building, Main Road, Speers Point NSW 2284.

#### SCHEDULE

Road one hundred links wide adjacent to Lots 74 and 75 in DP 10262.

#### The Plan



### PALERANG COUNCIL

#### Public Road Naming

NOTICE is hereby given that Palerang Council, in pursuance of section 162 of the Roads Act 1993, has approved the following new road name for gazettal:

#### Description

New roads created as part of subdivision of Lots 121, 202 and 238, DP 754890.

#### New Road Names

Pincroft Road and Bald Hill Road.

PETER BASCOMB, General Manager, Palerang Council, PO Box 368, Bungendore NSW 2621. [6243]

## ESTATE NOTICES

NOTICE of intended distribution of estate. – Any person having any claim upon the estate of BRIAN LEONARD COLLINS, late of Lane Cove, in the State of New South Wales, who died on the 24 September 2011, must send particulars of their claim to the executors, c.o. Messrs Grogan & Webb, Solicitors, Zenith Centre, Tower A, Level 19, 821 Pacific Highway, Chatswood NSW 2067, 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 they have notice. Probate was granted in New South Wales on 24 November 2011. MESSRS GROGAN & WEBB, Solicitors, Zenith Centre, Tower A, Level 19, 821 Pacific Highway, Chatswood NSW 2067 (PO Box 5185, West Chatswood NSW 1515), Tel.: (02) 9411 3511. [6244]



NOTICE of intended distribution of estate. – Any person having any claim upon the estate of BETTY PLUNKETT, late of Belrose, in the State of New South Wales, retired, who died on 11 October 2011, must send particulars of their claim to the executors, c.o. HPL Lawyers, PO Box 705, Freshwater NSW 2096, 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 they have notice. Probate was granted in New South Wales to Warwick John Armstrong Plunkett, David William Plunkett and David Morgan Tuckerman on 25 November 2011. HPL LAWYERS, Level 1, 17 Albert Street (PO Box 705), Freshwater NSW 2096, tel.: (02) 9905 9500. [6245]

NOTICE of intended distribution of estate. – Any person having any claim upon the estate of PATRICIA MARY ROGERS (nee Brennan), late of Wesley Gardens Luke Centre, Morgan Road, Belrose, in the State of New South Wales, home duties, who died on 24 June 2010, must send particulars of his claim to the executrix, c.o. Cara Marasco & Company, Suite 3, 515 Pittwater Road, Brookvale NSW 2100, within one (1) calendar month from publication of this Notice. After that time the executrix may distribute the assets of the estate having regard only to the claims of which at the time of distribution she has notice. Probate was granted in New South Wales on 2 November 2010. CARA MARASCO & COMPANY, Suite 3, 515 Pittwater Road, Brookvale NSW 2100, tel.: (02) 9939 6900. [6246]

NOTICE of intended distribution of estate. – Any person having any claim upon the estate of ROSINA VESCIO, late of Hammondville, in the State of New South Wales, home duties, who died on 9 July 2011, must send particulars of his claim to the executors, c.o. Cara Marasco & Company, Suite 3, 515 Pittwater Road, Brookvale NSW 2100, 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 they have notice. Probate was granted in New South Wales on 30 November 2011. CARA MARASCO & COMPANY, Suite 3, 515 Pittwater Road, Brookvale NSW 2100, tel.: (02) 9939 6900. [6247]

NOTICE of intended distribution of estate. – Any person having any claim upon the estate of DONALD WRIGHT, late of West Pennant Hills, in the State of New South Wales, who died on the 21 October 2011, must send particulars of their claim to the executor, c.o. Messrs Grogan & Webb, Solicitors, Zenith Centre, Tower A, Level 19, 821 Pacific Highway, Chatswood NSW 2067, within one (1) calendar month from publication of this notice. After that time the executor 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 28 November 2011. MESSRS GROGAN & WEBB, Solicitors, Zenith Centre, Tower A, Level 19, 821 Pacific Highway, Chatswood NSW 2067 (PO Box 5185, West Chatswood NSW 1515), tel.: (02) 9411 3511. [6248]