



Government Gazette

OF THE STATE OF
NEW SOUTH WALES

Number 12
Friday, 3 February 2012

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LEGISLATION

Online notification of the making of statutory instruments

Week beginning 23 January 2012

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

Regulations and other statutory instruments

Environmental Planning and Assessment (Cessnock City Council Planning Panel Repeal) Order 2012 (2012-26) — published LW 27 January 2012

Road Transport (Driver Licensing) Amendment (Graduated Licensing Scheme) Regulation 2012 (2012-27) — published LW 27 January 2012

Water Management (Application of Act to Certain Water Sources) Proclamation 2012 (2012-28) — published LW 27 January 2012

Water Management (General) Amendment Regulation 2012 (2012-29) — published LW 27 January 2012

Water Sharing Plan for the Lower Murray-Darling Unregulated and Alluvial Water Sources 2011 (2012-22) — published LW 27 January 2012

Water Sharing Plan for the Murray Unregulated and Alluvial Water Sources 2011 (2012-23) — published LW 27 January 2012

Environmental Planning Instruments

Albury Local Environmental Plan 2010 (Amendment No 5) (2012-24) — published LW 27 January 2012

State Environmental Planning Policy (Major Development) Amendment (Edmondson Park South) (No 2) 2011 (2012-31) — published LW 27 January 2012

State Environmental Planning Policy Amendment (Miscellaneous) 2011 (2012-30) — published LW 27 January 2012

Wollongong Local Environmental Plan 2009 (Amendment No 10) (2012-25) — published LW 27 January 2012

OFFICIAL NOTICES

Appointments

AUSTRALIAN MUSEUM TRUST ACT 1975

NSW Trade and Investment

Australian Museum Trust
Appointment of Trustees

HER Excellency the Governor, with the advice of the Executive Council, has approved, pursuant to section 6 of the Australian Museum Trust Act 1975, the appointment of the following persons as trustees of the Australian Museum Trust from 25 January 2012, to the date indicated below (inclusive):

Ms Catherine LIVINGSTONE, AO (new appointment to 31 December 2014).

Professor Merlin CROSSLEY (new appointment pursuant to Schedule 1, Clauses 1(a) and (b) to 31 December 2014).

Mr Jason GLANVILLE (new appointment pursuant to Schedule 1, Clause 1(c) to 31 December 2014).

Dr Karina KELLY (new appointment pursuant to Schedule 1, Clause 1(a) to 31 December 2014).

Ms Kim Coral McKAY (new appointment pursuant to Schedule 1, Clause 3(3) to 31 December 2013).

Mr David SHERLEY (re-appointment to 31 December 2014).

HER Excellency the Governor, with the advice of the Executive Council, has also approved, pursuant to Schedule 1, Clause 8(1) of the Australian Museum Trust Act 1975, the appointment of Ms Catherine LIVINGSTONE, AO, as President of the Australian Museum Trust for the term of her appointment.

The Hon. GEORGE SOURIS, M.P.,
Minister for Tourism, Major Events,
Hospitality and Racing and Minister for the Arts

INDEPENDENT PRICING AND REGULATORY TRIBUNAL ACT 1992

Appointment under Section 6

I, BARRY O'FARRELL, M.P., Premier, pursuant to the provisions of the Independent Pricing and Regulatory Tribunal Act 1992, have appointed the officer listed below to the position as specified:

Independent Pricing and Regulatory Tribunal

Dr Peter BOXALL, Permanent Part Time Member and Chairperson [23 November 2011 to 22 November 2016].

The Hon. B. O'FARRELL, M.P.,
Premier
and Minister for Western Sydney

MUSEUM OF APPLIED ARTS AND SCIENCES ACT 1945

NSW Trade and Investment

Museum of Applied Arts and Sciences
Appointment of Trustee and President

HER Excellency the Governor, with the advice of the Executive Council, has approved, pursuant to sections 4 and 8 of the Museum of Applied Arts and Sciences Act 1945, Professor John SHINE, AO, being appointed as a trustee and President of the Trustees of the Museum of Applied Arts and Sciences from 25 January 2012 to the 31 December 2013.

The Hon. GEORGE SOURIS, M.P.,
Minister for Tourism, Major Events,
Hospitality and Racing and Minister for the Arts

NATURAL RESOURCES COMMISSION ACT 2003

Appointment under Section 7

HER Excellency the Governor with the advice of the Executive Council, pursuant to the provisions of the Natural Resources Commission Act 2003, has appointed the officer listed below to the position as specified:

Natural Resources Commission

Dr John KENIRY, Commissioner [10 December 2011 to 9 December 2016].

The Hon. B. O'FARRELL, M.P.,
Premier
and Minister for Western Sydney

STATE RECORDS ACT 1998

Appointment of Member

Board of the State Records Authority of New South Wales

HER Excellency the Governor, with the advice of the Executive Council, has approved, pursuant to Section 69 of the State Records Act 1998, the appointment of Dr Stephen Choularton as a member of the Board of the State Records Authority of New South Wales. The appointment is for a first term of three years, beginning on the date of the Governor's approval.

Her Excellency the Governor, with the advice of the Executive Council gave approval of the nomination on 25 January 2012.

The Hon GREG PEARCE,
Minister For Finance And Services

Department of Planning

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land in the Local Government Area of Ku-Ring-Gai

THE Minister administering the Environmental Planning and Assessment Act 1979 declares, with the approval of Her Excellency the Governor, that the land described in the Schedule below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for the purposes of the Environmental Planning and Assessment Act 1979.

Dated at Sydney, this 20th day of December 2011.

By Her Excellency's Command,

The Hon. BRAD HAZZARD, M.P.,
Minister for Planning and Infrastructure

SCHEDULE

1. All that piece or parcel of land situated in the Local Government Area of Ku-ring-gai, Parish of Gordon, County of Cumberland, being Lot 10 in Deposited Plan 1167303, being part Crown Reserve Road 20.115m wide, Hall Street, South Turramurra.
2. All that piece or parcel of land situated in the Local Government Area of Ku-ring-gai, Parish of Gordon, County of Cumberland, being Lot 11 in Deposited Plan 1167303, being part Crown Reserve Road 20.115m wide, Warner Avenue, South Turramurra.
3. All that piece or parcel of land situated in the Local Government Area of Ku-ring-gai, Parish of Gordon, County of Cumberland, being Lot 12 in Deposited Plan 1167303, being part Crown Reserve Road variable width, Barwon Avenue, South Turramurra.

Roads and Maritime Services

ROAD TRANSPORT (GENERAL) ACT 2005

Notice under Clause 20 of 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.

Dated: 20 January 2012.

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 Notice No. 1/2012.

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

Type	Road No.	Road Name	Starting Point	Finishing Point	Conditions
25.	129.	Mingerong Road, Parkes.	Bogan Road (SR76).	Aronui Lane (SR134A).	Speed Restriction 80km/h. Access prohibited 8:00am to 9:00am and 3:30pm to 4:30pm on school days. During periods of wet weather, Parkes Shire Council to be consulted regarding possible road closures.
25.	126.	Blackstock Hill Road, Parkes.	Peak Hill - Tullmaore Road (MR348).	Hollywood Lane (SR126A).	Speed Restriction 80km/h. Access prohibited 8:00am to 9:00am and 3:30pm to 4:30pm on school days. During periods of wet weather, Parkes Shire Council to be consulted regarding possible road closures.
25.	126A.	Hollywood Lane, Parkes.	Blackstock Hill Road (SR126).	Tralee Lane (SR126B).	Speed Restriction 80km/h. Access prohibited 8:00am to 9:00am and 3:30pm to 4:30pm on school days. During periods of wet weather, Parkes Shire Council to be consulted regarding possible road closures.

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
25.	53.	Watts Lane, Parkes.	Thurns Lane (SR45).	Warregal Road (SR42).	Speed Restriction 80km/h. Access prohibited 8:00am to 9:00am and 3:30pm to 4:30pm on school days. During periods of wet weather, Parkes Shire Council to be consulted regarding possible road closures.
25.	126B.	Tralee Lane, Parkes.	Hollywood Lane (SR126A).	End.	Speed Restriction 80km/h. During periods of wet weather, Parkes Shire Council to be consulted regarding possible road closures.
25.	45.	Thurns Lane, Parkes.	Watts Lane (SR53).	Property access 'Avoca Vale', 2.5km from SR53.	Speed Restriction 80km/h. During periods of wet weather, Parkes Shire Council to be consulted regarding possible road closures.
25.	76.	Bogan Road, Parkes.	Bulgandramine Road (SR1162).	Peak Hill - Tullamore Road (MR348).	Speed Restriction 80km/h. During periods of wet weather, Parkes Shire Council to be consulted regarding possible road closures.
25.	83.	Middle Trundle Road, Parkes.	The Bogan Way (MR350).	Access to property "Wilga Park", 6.7km from MR350.	Speed Restriction 80km/h. During periods of wet weather, Parkes Shire Council to be consulted regarding possible road closures.

Department of Trade and Investment, Regional Infrastructure and Services

PLANT DISEASES (FRUIT FLY OUTBREAK REVOCATION) ORDER 2011 UNDER THE PLANT DISEASES ACT 1924

I, SATENDRA KUMAR, Director, Plant Biosecurity of the Department of Trade and Investment, Regional Infrastructure and Services, with the delegated authority of the Minister for Primary Industries in pursuance of section 3A of the Plant Diseases Act 1924 (“the Act”) and in pursuance of sections 3(2) and 4 of the Act hereby revoke the Orders described in the Schedule and any Order revived as a result of these revocations.

Dated this 25th day of January 2012.

SATENDRA KUMAR,
Director,
Plant Biosecurity,
Department of Trade and Investment, Regional Infrastructure and Services

SCHEDULE

<i>Order</i>	<i>Edition of New South Wales Government Gazette and publication date</i>	<i>Page Numbers</i>
O-223 Plant Diseases (Fruit Fly Outbreak, Hillston NTN 2320) Order 2011.	No. 12 of 4 February 2011.	421 - 425
O-297 Plant Diseases (Fruit Fly Outbreak, Balranald Road, Speewa) Order 2011.	No. 24 of 4 March 2011.	1630 - 1634
O-304 Plant Diseases (Fruit Fly Outbreak, Darlington Point NTN 2582) Order 2011.	No. 28 of 18 March 2011.	2114 - 2118
O-323 Plant Diseases (Fruit Fly Outbreak, Sturt Hwy, Abbots Tank) Order 2011.	No. 28 of 18 March 2011.	2074 - 2078
O-329 Plant Diseases (Fruit Fly Outbreak, Wilcannia Road Menindee) Order 2011.	No. 35 of 8 April 2011.	2436 - 2440

Note: The Department’s reference is O-385R.

MINERAL RESOURCES

NOTICE is given that the following applications have been received:

EXPLORATION LICENCE APPLICATIONS

(T12-1015)

No. 4472, Lincoln McCLATCHIE, area of 6 units, for Group 1, dated 25 January 2012. (Orange Mining Division).

(T12-1017)

No. 4473, MOBILA PTY LTD (ACN 002 069 258), area of 46 units, for Group 1, dated 27 January 2012. (Sydney Mining Division).

(T12-1018)

No. 4474, ZODIAC RESOURCES PTY LTD (ACN 147 515 839), area of 100 units, for Group 6, dated 30 January 2012. (Armidale Mining Division).

(T12-1019)

No. 4475, PEAK GOLD MINES PTY LTD (ACN 001 533 777), area of 12 units, for Group 1, dated 30 January 2012. (Cobar Mining Division).

(T12-1020)

No. 4476, PARNOSA PTY LTD (ACN 089 489 618), area of 91 units, for Group 2, dated 31 January 2012. (Inverell Mining Division).

(T12-1021)

No. 4477, PARNOSA PTY LTD (ACN 089 489 618), area of 87 units, for Group 2, dated 31 January 2012. (Inverell Mining Division).

(T12-1022)

No. 4478, PARNOSA PTY LTD (ACN 089 489 618), area of 100 units, for Group 2, dated 31 January 2012. (Inverell Mining Division).

MINING LEASE APPLICATION

(T12-1001)

No. 417, YTC RESOURCES LIMITED (ACN 108 476 384), area of about 1480 hectares, to mine for copper, gold, lead, silver and zinc, dated 12 January 2012. (Cobar Mining Division).

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

NOTICE is given that the following application has been received:

REQUEST FOR CANCELLATION OF AUTHORITY

(T10-0206)

Exploration Licence No. 7682, PLATSEARCH NL, (ACN 003 254 395), Counties of Narromine and Kennedy, area of 39 units. Application for Cancellation was received on 23 January 2012

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

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

(12-0567)

Exploration Licence No. 5339, PMR1 PTY LTD (ACN 145 210 528), area of 5 units. Application for renewal received 27 January 2012.

(T03-1007)

Exploration Licence No. 6221, NEW SOUTH RESOURCES LIMITED (ACN 119 557 416), area of 6 units. Application for renewal received 30 January 2012.

(11-5455)

Exploration Licence No. 6372, CHALLENGER MINES PTY LTD (ACN 090 166 528), area of 12 units. Application for renewal received 30 January 2012.

(05-0306)

Exploration Licence No. 6516, NEW SOUTH RESOURCES LIMITED (ACN 119 557 416), area of 6 units. Application for renewal received 30 January 2012.

(07-0286)

Exploration Licence No. 7058, RIMFIRE PACIFIC MINING NL (ACN 006 911 744), area of 35 units. Application for renewal received 31 January 2012.

(07-0366)

Exploration Licence No. 7060, NEWMONT EXPLORATION PTY LTD (ACN 006 306 690), area of 9 units. Application for renewal received 30 January 2012.

(07-0368)

Exploration Licence No. 7062, NEWMONT EXPLORATION PTY LTD (ACN 006 306 690), area of 24 units. Application for renewal received 30 January 2012.

(07-0371)

Exploration Licence No. 7064, NEWMONT EXPLORATION PTY LTD (ACN 006 306 690), area of 21 units. Application for renewal received 30 January 2012.

(T08-0112)

Exploration Licence No. 7242, AGRICULTURAL EQUITY INVESTMENTS PTY LIMITED (ACN 064 646 108), area of 23 units. Application for renewal received 27 January 2012.

(T09-0064)

Exploration Licence No. 7445, Bruce Ronald BROWN, area of 1 units. Application for renewal received 31 January 2012.

(T88-0120)

Mining Lease No. 1246 (Act 1973), Oliver Tex WARDEN and Shirley Anne WARDEN, area of 2 hectares. Application for renewal received 30 January 2012.

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

RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(T00-0169)

Exploration Licence No. 5818, BROKEN HILL OPERATIONS PTY LTD (ACN 054 920 893), County of Yancowinna, Map Sheet (7134, 7234), area of 10 units, for a further term until 7 March 2013. Renewal effective on and from 12 August 2011.

(11-5455)

Exploration Licence No. 6372, CHALLENGER MINES PTY LTD (ACN 090 166 528), Counties of Clarendon and Wynyard, Map Sheet (8427, 8428, 8527), area of 20 units, for a further term until 1 February 2012. Renewal effective on and from 30 January 2012.

(06-4176)

Exploration Licence No. 6728, MINCOR COPPER PTY LTD (ACN 120 024 777), Counties of Flinders and Kennedy, Map Sheet (8333), area of 79 units, for a further term until 5 March 2013. Renewal effective on and from 17 January 2012.

(06-0084)

Exploration Licence No. 6746, OROYA MINING LIMITED (ACN 009 146 794), County of Dampier, Map Sheet (8925), area of 21 units, for a further term until 4 April, 2013. Renewal effective on and from 23 January 2012.

(06-0085)

Exploration Licence No. 6747, OROYA MINING LIMITED (ACN 009 146 794), County of St Vincent, Map Sheet (8926), area of 31 units, for a further term until 4 April 2013. Renewal effective on and from 23 January 2012.

(T08-0243)

Exploration Licence No. 7273, TUNGSTEN NSW PTY LTD (ACN 123 370 365), Counties of Harden and King, Map Sheet (8628), area of 3 units, for a further term until 29 January 2014. Renewal effective on and from 12 August 2011.

(09-1241)

Exploration Licence No. 7288, GLOBAL NICKEL INVESTMENTS LIMITED (ACN 124 140 889) and ORESUM PTY LTD (ACN 129 712 465), Counties of Arrawatta and Gough, Map Sheet (9139, 9239), area of 16 units, for a further term until 13 February 2013. Renewal effective on and from 22 November 2011.

(T09-0077)

Exploration Licence No. 7348, TARONGA MINES LIMITED (ACN 126 854 288), County of Gough, Map Sheet (9239), area of 16 units, for a further term until 29 May 2013. Renewal effective on and from 23 January 2012.

(T09-0065)

Exploration Licence No. 7388, CENTREX METALS LIMITED (ACN 096 298 752), Counties of Argyle and Murray, Map Sheet (8728, 8827, 8828), area of 81 units, for a further term until 20 August 2013. Renewal effective on and from 25 January 2012.

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

PRIMARY INDUSTRIES

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Woy Woy in
the Local Government Area of Gosford

I, KATRINA ANN HODGKINSON, M.P., Minister for Primary Industries, declare 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.

Dated this 29th of January 2012.

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

SCHEDULE

All that piece or parcel of land situated in the Gosford Local Government Area, Locality of Woy Woy, Parish of Patonga and County of Northumberland being Lot 1, DP 1165044.

PLANT DISEASES ACT 1924

Appointment of Inspectors

I, ANNE WEBSTER, Acting Director, Agricultural Compliance, with the delegated authority of the Director General of the Department of Trade and Investment, Regional Infrastructure and Services, pursuant to section 28C of the Plant Diseases Act 1924 ("the Act") and pursuant to section 11 of the Act, hereby appoint Judith SKEWES and Phillip ZADOW as inspectors for the purposes of the Act.

Dated this 25th day of January 2012.

A. WEBSTER,
Acting Director,
Agricultural Compliance,
Department of Primary Industries
(an office within the Department of Trade and
Investment, Regional Infrastructure and Services)

PLANT DISEASES ACT 1924

Appointment of Inspectors

I, ANNE WEBSTER, Acting Director, Agricultural Compliance, with the delegated authority of the Director General of the Department of Trade and Investment, Regional Infrastructure and Services, pursuant to section 28C of the Plant Diseases Act 1924 ("the Act") and pursuant to section 11 of the Act, hereby appoint the persons named in the Schedule below as inspectors for the purposes of the Act.

Dated this 25th day of January 2012.

A. WEBSTER,
Acting Director,
Agricultural Compliance,
Department of Primary Industries
(an office within the Department of Trade and
Investment, Regional Infrastructure and Services)

SCHEDULE

Kellie Maree ARNALL
Lauren Elizabeth BEATTIE.
Heather BROOKS.
Noel Charles GREEN.
Ryan Peter KNAPP.
Kate Louise LIGHTFOOT.

PLANT DISEASES ACT 1924

Appointment of Inspectors

I, ANNE WEBSTER, Acting Director, Agricultural Compliance, with the delegated authority of the Director General of the Department of Trade and Investment, Regional Infrastructure and Services, pursuant to section 28C of the Plant Diseases Act 1924 ("the Act") and pursuant to section 11 of the Act, hereby appoint Robin John BAWDEN, Colin Richmond HAMMOND and Vanessa Anne HARRIS as inspectors for the purposes of the Act.

Dated this 25th day of January 2012.

A. WEBSTER,
Acting Director,
Agricultural Compliance,
Department of Primary Industries
(an office within the Department of Trade and
Investment, Regional Infrastructure and Services)

LANDS

DUBBO CROWN LANDS OFFICE
45 Wingewarra Street (PO Box 1840), Dubbo NSW 2830
Phone: (02) 6883 3300 Fax: (02) 6884 2067

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 – Walgett; County – Baradine;
Land District – Walgett; L.G.A. – Walgett

Road Closed: Lot 51, DP 1170974.

File No.: DB07 H 90.

Schedule

On closing, the land within Lot 51, DP 1170974 becomes vested in the State of New South Wales as Crown Land.

Council's Reference: AN-175/07/01/01.

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 – Eubindal; County – Harden;
Land District – Boorowa; L.G.A. – Yass Valley*

Road Closed: Lot 4, DP 1168601.

File No.: 11/11062.

Schedule

On closing, the land within Lot 4, DP 1168601 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Montagu; County – Beresford;
Land District – Cooma; L.G.A. – Cooma-Monaro*

Road Closed: Lot 1, DP 1171883 (subject to easement/
right of carriageway created by Deposited Plan 1171883).

File No.: GB07 H 430.

Schedule

On closing, the land within Lot 1, DP 1171883 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Derringullen; County – King;
Land District – Yass; L.G.A. – Yass Valley*

Road Closed: Lots 1-3, DP 1171890 (subject to easement/
right of carriageway created by Deposited Plan 1171890).

File No.: GB07 H 270.

Schedule

On closing, the land within Lots 1-3, DP 1171890 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 2252

ROADS ACT 1993

ORDER

Transfer of a Crown Road to a Council

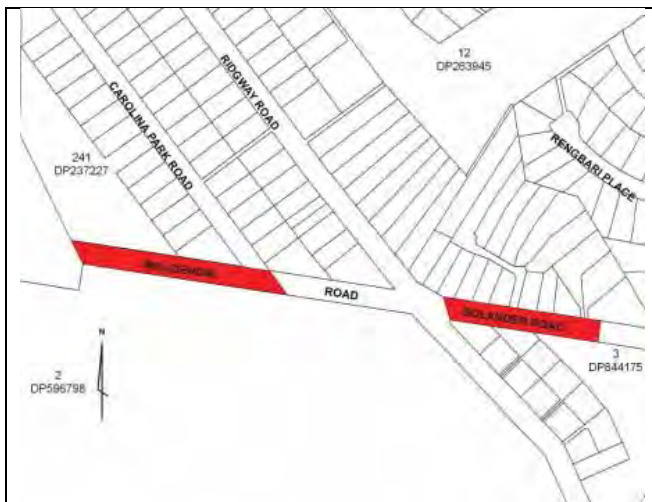
IN pursuance of the provisions of section 151, Roads Act 1993, the Crown road specified in Schedule 1 is transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date, the road specified in Schedule 1 ceases to be a Crown road.

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

SCHEDULE 1

*Parish – Kincumber; County – Northumberland;
Land District – Gosford;
Local Government Area – Gosford*

The section of Crown public road being part of Solander Road (145m from the intersection of Ridgway Road) and part of Willdenow Road at Avoca Beach as shown by solid red colour on the diagram hereunder.



SCHEDULE 2

Roads Authority: Gosford City Council.

Council's Reference: IR 10866397.

Crown Lands File Reference: 11/13260.

MOREE OFFICE**Frome Street (PO Box 388), Moree NSW 2400****Phone: (02) 6750 6400 Fax: (02) 6752 1707****ERRATUM**

IN the notification which appeared in the *New South Wales Government Gazette* of 27th January 2012, Folio 100, under the heading "Notification of Closing of Roads" relating to the entry for File Nos.: ME06H6 and ME07H7 the notification should be deleted and replaced by the following notification.

NOTIFICATION OF CLOSING OF ROADS

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.

Description

*Land District – Moree; Council – Moree Plains Shire;
Parishes – Mallowa and Burrigillo; County – Benarba*

Road Closed: Lot 1 in DP 1158404.

File No.: ME07 H 7.

Schedule

Upon closure the land remains vested in the Crown as Crown Land.

Description

*Land District – Moree; Council – Moree Plains Shire;
Parish – Burrandoon; County – Benarba*

Road Closed: Lot 1 in DP 1158402.

File No.: ME06 H 6.

Schedule

Upon closure the land remains vested in the Crown as Crown Land.

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

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

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 – Wandella; County – Dampier;
Land District – Moruya; L.G.A. – Bega Valley*

Road Closed: Lot 2, DP 1169880 at Wandella.

File No.: NA89 H 38.

Schedule

On closing, the land within Lot 2, DP 1169880 remains vested in the State of New South Wales as Crown Land.

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

**REVOCATION OF RESERVATION OF CROWN
LAND**

PURSUANT to section 90 of the Crown Lands Act 1989, the reservation of Crown Land 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>
Land District: Bathurst.	Part being Lot 2, DP 1167864,
Local Government Area: Bathurst Regional.	Parish Sofala, County Roxburgh, of an area of 208
Locality: Sofala.	square metres.
Reserve No.: 755790.	
Public Purpose: Future public requirements.	
Notified: 29 June 2007.	
File No.: OE03 H 46.	

Note: Lot 2, DP 1167864 is intended to be sold to the current licensee.

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

CROWN LANDS ACT 1989

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

Notice of Compulsory Acquisition of Land

WITH the approval of Her Excellency the Governor and pursuant to section 135 of the Crown Lands Act 1989, I, KATRINA HODGKINSON, M.P., Minister for Primary Industries, hereby acquire by compulsory process in accordance with the Land Acquisition (Just Terms Compensation) Act 1991, the land and all interests therein described in the Schedule below, for the public purpose of electrical generation and supply.

Dated at Sydney, this 17th day of August 2011.

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

SCHEDULE

The land situated at Umberumberka, in the State of New South Wales, Parish Umberumberka, County of Yancowinna, Land District of Umberumberka, in the Unincorporated Local Government Area which is surveyed as Lot 1, Deposited Plan 1156365, registered at the Land Titles Office, Sydney.

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 – Gulgin; County – Wellesley;
 Land District – Bombala; LGA – Bombala*

Lot 1, DP 1168603 (not being land under the Real Property Act).

File Reference: 10/05709.

SCHEDULE

NOTE: On closing, the title for the land in Lot 1, DP 1168603 remains vested in the State of New South Wales as Crown land.

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 – Wilberforce; County – Cook;
 Land District – Windsor; LGA – Hawkesbury*

Lot 1, DP 1171047 (not being land under the Real Property Act).

File Reference: 07/1597.

Schedule

NOTE: On closing, the title for the land in Lot 1, DP 1171047 remains vested in the State of New South Wales as Crown land.

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 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 – Walla Walla West; County – Pottinger;
Land District – Gunnedah; L.G.A. – Gunnedah*

Road Closed: Lots 1-2, DP 1169888.

File No.: 07/3613.

Schedule

On closing, the land within Lots 1-2, DP 1169888 remains vested in the State of New South Wales as Crown Land.

Description

*Parishes – Cuerindi and Manilla; County – Darling;
Land District – Tamworth; L.G.A. – Tamworth Regional*

Road Closed: Lots 1-5, DP 1168832.

File No.: TH05 H 124.

Schedule

On closing, the land within Lots 1-5, DP 1168832 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

Description

Parish – Bundawarra;
County – Bland;
Land District – Temora;
LGA – Temora

Lot 1 DP 1171355 at Temora.

File No WA05H141.

Note: On closing, the land within Lot 1 DP 1171355 remains vested in the State of New South Wales as Crown land.

Description

Parish – South Wagga Wagga;
County – Wynyard;
Land District – Wagga Wagga;
LGA – Wagga Wagga

Lot 1 DP 1168597 at Lloyd.

File No WA06H231.

Note: On closing, the land within Lot 1 DP 1168597 remains vested in the State of New South Wales as Crown land.

Description

Parish – Mate;
County – Wynyard;
Land District – Tumbarumba;
LGA – Wagga Wagga & Tumut

Lots 1, 3 and 4 DP 1170278 at Oberne Creek & Yaven Creek.

File No WA06H221.

Note: On closing, the land within Lots 1, 3 and 4 DP 1170278 remains vested in the State of New South Wales as Crown land.

Description

Parish – Burrangong & Rand;
County – Hume;
Land District – Urana;
LGA – Urana

Lots 1 & 2 DP 1161211 at Urana & Rand.

File No WA05H287.

Note: On closing, the land within Lots 1 & 2 DP 1161211 remains vested in the State of New South Wales as Crown land.

Description

Parish – Hillas & Selwyn;
County – Wynyard;
Land District – Tumbarumba;
LGA – Tumut

Lots 1 & 2 DP 1170605 at Kunama.

File No WA07H364.

Note: On closing, the land within Lots 1 & 2 DP 1170605 remains vested in the State of New South Wales as Crown land.

CORRECTION OF DEFECTIVE INSTRUMENT

IN the Government Gazette dated 13 January 2012, under the heading "Notification of Closing of A Road" relating to the closure of a road at Temora, please delete "File No: WA05H287" and insert "File No: WA05H155". File No. WA05H155.

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

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

PURSUANT to s.121A 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>
Rural Services.	Reserve No.: 85153. Public Purpose: Aviation purposes. Notified: 24 December 1964. File No.: WL87 R 77-2.

Other Notices

ASSOCIATIONS INCORPORATION ACT 2009

Notice Under Section 601AC (2) of the Corporations Act 2001 as Applied by Section 64 of the Associations Incorporation Act 2009

NOTICE is hereby given that the Incorporated Association mentioned below will be deregistered when three months have passed since the publication of this notice.

GLENMARK PRESCHOOL KINDERGARTEN INC
(in liquidation) – Y0391140

Dated this thirty-first day of January 2012.

R. LUNNEY,
Delegate of the Director-General,
Department of Services, Technology
and Administration

CONTAMINATED LAND MANAGEMENT ACT 1997

(Section 11)

Declaration of Significantly Contaminated Land

Declaration Number 20101113; Area Number 3284

THE Environment Protection Authority (EPA) declares the following land to be significantly contaminated land under the Contaminated Land Management Act 1997 ("the Act"):

1. Land to which this declaration applies ("the site")

Lot 1, DP 778772, commonly known as 92 Mulgoa Road, Jamisontown NSW 2750. A map of the site is available for inspection at the offices of the Environment Protection Authority, 59 Goulburn Street, Sydney, NSW.

2. Nature of contamination affecting the site:

The EPA has found that the site is contaminated with the following substances ("the contaminants"):

- Total petroleum hydrocarbons (TPH), and
- Benzene, toluene, ethyl benzene and xylenes (BTEX).

3. Nature of harm that the contaminants may cause:

The EPA has considered the matters in section 12 of the Act and for the following reasons has determined that the land is contaminated and that the contamination is significant enough to warrant regulation under the Act:

- The groundwater quality has been degraded by hydrocarbon contamination at concentrations exceeding the ANZECC Guidelines for Fresh and Marine Water Quality (ANZECC 2000); phase separated hydrocarbons are present onsite, and dissolved phase hydrocarbons have migrated offsite; and
- The contamination may continue to migrate offsite in groundwater.

4. Further action under the Act

The making of this declaration does not prevent the carrying out of voluntary management of the site and any person may submit a voluntary management proposal for the site to the EPA. If the proposal satisfies the requirements of section 17 of the Act the EPA may agree not to issue a management order to the person or persons bringing the proposal.

5. Submissions invited

The public may make written submissions to the EPA on:

- Whether the EPA should issue a management order in relation to the site; or
- Any other matter concerning the site.

Submissions should be made in writing to:

Manager, Contaminated Sites
Environment Protection Authority
PO Box A290
Sydney South NSW 1232

or faxed to 02 9995 5930

by not later than 24 February 2012

Signed: 23 January 2012.

NIALL JOHNSTON,
Manager, Contaminated Sites,
Environment Protection Authority

NOTE:

Management order may follow

If management of the site or part of the site is required, the EPA may issue a management order under section 14 of the Act.

Amendment/Repeal

This declaration may be amended or repealed. It remains in force until it is otherwise amended or repealed. The subsequent declaration must state the reasons for the amendment or repeal (section 44 of the Act).

Information recorded by the EPA

Section 58 of the Act requires the EPA to maintain a public record. A copy of this significantly contaminated land declaration will be included in the public record.

Information recorded by councils

Section 59 of the Act requires the EPA to give a copy of this declaration to the relevant local council. The council is then required to note on its planning certificate issued pursuant to section 149 (2) of the Environmental Planning and Assessment Act that the land is declared significantly contaminated land. The EPA is required to notify council as soon as practicable when the declaration is no longer in force and the notation on the section 149 (2) certificate is no longer required.

Relationship to other regulatory instrument

This declaration does not affect the provisions of any relevant environmental planning instruments which apply to the land or provisions of any other environmental protection legislation administered by the EPA.

GEOGRAPHICAL NAMES ACT 1966

ERRATUM

IN the *NSW Government Gazette* notice of 30 March 1979 referring to the assigned name of Nemzie Creek, the creek name was spelt incorrectly and should read Memsie Creek.

This notice corrects this error.

KEVIN RICHARDS,
Acting Secretary

Geographical Names Board,
PO Box 143, Bathurst NSW 2795.

HEALTH ADMINISTRATION ACT 1982

Order Repealing Status of an
Approved Quality Assurance Committee

I, JILLIAN SKINNER, Minister for Health, pursuant to section 43 of the Interpretation Act 1987 and section 20E (1) of the Health Administration Act 1982 do hereby repeal the order, published in the *NSW Government Gazette* No. 70 on 18 June 1999 declaring the Central Sydney Area Health Service Cytology Quality Assurance Committee as an Approved Quality Assurance Committee.

Signed this 20th day of January 2012.

JILLIAN SKINNER, M.P.,
Minister for Health

HEALTH ADMINISTRATION ACT 1982

Order Repealing Status of an
Approved Quality Assurance Committee

I, JILLIAN SKINNER, Minister for Health, pursuant to section 43 of the Interpretation Act 1987 and section 20E (1) of the Health Administration Act 1982 do hereby repeal the order, published in the *NSW Government Gazette* No. 39 on 24 February 2000, which was amended by order published in the *NSW Government Gazette* No. 58 of 28 April 2006, declaring Wentworth Area Health Service Clinical Advisory Committee (also known as Clinical Advisory Group – Western Cluster of the Sydney West Area Health Service) an Approved Quality Assurance Committee.

Signed this 24th day of January 2012.

JILLIAN SKINNER, M.P.,
Minister for Health

NATIONAL PARKS AND WILDLIFE ACT 1974

Notice of Reservation of a State Conservation Area

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

Signed and sealed at Sydney this 18th day of January 2012.

MARIE BASHIR,
Governor

By Her Excellency's Command,

ROBYN PARKER,
Minister for the Environment

GOD SAVE THE QUEEN!

SCHEDULE

Land District – Kiama; LGA – City of Wollongong

Counties Camden and Cumberland, Parishes Woonona and Southend, about 250 hectares, being Lot 3, DP 774626; Lot 175, DP 880539; Lot 20, DP 855965; Lot 11, DP 736121; Lot 270, DP 1138691, Lots 2672 and 2673, DP 1138641 excluding Council public roads. Papers OEH 05/24664, FIL09/2251.

NATIONAL PARKS AND WILDLIFE ACT 1974

Notice of Reservation of a State Conservation Area

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

Signed and sealed at Sydney this 18th day of January 2012.

MARIE BASHIR,
Governor

By Her Excellency's Command,

ROBYN PARKER,
Minister for the Environment

GOD SAVE THE QUEEN!

SCHEDULE

Land District and LGA – Gloucester

County Gloucester, Parish Bindera, 218.9 hectares, being Lot 119, DP 753147 (Portion 119). OEH/04/02138.

NATIONAL PARKS AND WILDLIFE ACT 1974

Notice of Reservation of a Nature Reserve

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

Signed and sealed at Sydney this 18th day of January 2012.

MARIE BASHIR,
Governor

By Her Excellency's Command,

ROBYN PARKER,
Minister for the Environment

GOD SAVE THE QUEEN!

SCHEDULE

Land District – Cooma; LGA – Snowy River

County Wallace, Parishes Blakefield and Wilson, about 336 hectares, being Lot 3, DP 746353 (including Crown public roads within Lot 3), Crown public roads within Lots 4 and 90, DP 756674; Lots 105 and 116, DP 756730; Crown public road separating Lots 42 and 90, DP 756674 from Lots 98 and 116, DP 756730; Crown public road separating Lot 109 from Lot 117, DP 756730 and the access roads vested in the Minister administering the National Parks and Wildlife Act 1974 within Paupong Nature Reserve, shown by heavy black line in *NSW Government Gazette* 14 December 2007, folio 9772. Papers OEH/FIL09/7615.

NATIONAL PARKS AND WILDLIFE ACT 1974

Notice of Reservation of an Aboriginal Area

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

Signed and sealed at Sydney this 18th day of January 2012.

MARIE BASHIR,
Governor

By Her Excellency's Command,

ROBYN PARKER,
Minister for the Environment

GOD SAVE THE QUEEN!

—————
SCHEDULE

Land District and LGA – Kempsey

County Dudley, Parish Clybucca, 27.03 hectares, being Lots 1 to 4 inclusive and 9 to 12 inclusive, DP 1095627. Papers OEH/11/7848.

NATIONAL PARKS AND WILDLIFE ACT 1974

Proclamation

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

To be known as "BACKRUN Wildlife Refuge"

Signed and sealed at Sydney this 18th day of January 2012.

MARIE BASHIR,
Governor

By Her Excellency's Command,

ROBYN PARKER, M.P.,
Minister for the Environment

GOD SAVE THE QUEEN!

—————
Description

Land District – Queanbeyan; Council – Palerang

County of Murray, Parish of Currandooly and Butmaroo, 215.4 hectares, being Lot 1, DP 1051898, OEH FIL 11/8465.

NATIONAL PARKS AND WILDLIFE ACT 1974

Proclamation

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

To be known as "Nelda Wildlife Refuge"

Signed and sealed at Sydney this 18th day of January 2012.

MARIE BASHIR,
Governor

By Her Excellency's Command,

ROBYN PARKER, M.P.,
Minister for the Environment

GOD SAVE THE QUEEN!

—————
Description

Land District – Wentworth; Council – Wentworth

County of Wentworth, Parish of Neilpo, 76.89 hectares, being Lot 10 and Lot 22, DP 756964, OEH FIL 10/14469.

NATIONAL PARKS AND WILDLIFE ACT 1974

Revocation of Proclamation

I, Professor MARIE BASHIR, A.C., C.V.O., Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 68 of the National Parks and Wildlife Act 1974, with the consent of every owner and occupier do, on the recommendation of the Chief Executive of the Office of Environment and Heritage (OEH), by this my Proclamation revoke the lands described as Herons Way Wildlife Refuge and notified in *NSW Government Gazette* No. 35 of 11 February 1994.

Signed and sealed at Sydney this 18th day of January 2012.

MARIE BASHIR,
Governor

By Her Excellency's Command,

ROBYN PARKER, M.P.,
Minister for the Environment

GOD SAVE THE QUEEN!

—————
Description

*Land District – Port Macquarie;
Council – Port Macquarie-Hastings*

County of Macquarie, Parish of Ralfe, 38.52 hectares, being Lot 10, DP 729784, OEH FIL F/0835.

**PORTS AND MARITIME ADMINISTRATION
ACT 1995**

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land,
Manly Wharves, Manly

THE Minister for Roads and Ports declares, with the approval of her Excellency the Governor and Executive Council, that the land described in Schedule 1 below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for the purposes of the marine legislation, as defined in the Ports and Maritime Administration Act 1995.

Dated this 9th day of January 2012.

DUNCAN GAY, M.L.C.,
Minister for Roads and Ports

SCHEDULE 1

All that piece or parcel of land at situated in the Manly Local Government Area, Parish of Manly Cove, County of Cumberland, being Lots 2 and 3 of Plan of Acquisition DP 1170245.

LOCAL COURT PRACTICE NOTE No. 1 OF 2012

Issued: 3 February 2012

Procedure for Summary Hearing of
Domestic Violence Offences

Commencement

1. This Practice Note commences on 13 February 2012.

Application

2. This Practice Note applies to all summary proceedings in respect of domestic violence offences, as defined in section 11 of the Crimes (Domestic and Personal Violence) Act 2007, that are listed for mention or hearing in the Local Court of New South Wales.

Object

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

Procedure

5. To achieve the object set out in paragraph 3, the following practice directions apply:
 - (a) Where a person is charged with a domestic violence offence, the prosecution shall serve on the defendant at the first available opportunity, and not later than the first mention date in court a copy of the main parts of the brief of evidence upon which the prosecution relies. The brief may be served by e-mail upon the defendant's representative. The main part of the brief is to include:
 - (i) The alleged facts;
 - (ii) A copy of the victim's statement; and
 - (iii) Any photographs on which the prosecution will rely.

- (b) The court may require the defendant to enter a plea at the first time the matter is mentioned in court. If no plea can be entered at that time, the court will allow an adjournment of not more than 7 days for a plea to be entered.
- (c) Unless a plea of guilty is entered, that matter shall be adjourned to a hearing date, with a direction that the balance of the brief be served not less than 14 days before the date fixed for hearing.
- (d) Where the defendant is legally represented, within 7 days of the service of the balance of the brief, the prosecutor should be advised of which witnesses are required for cross examination and which if any witnesses statements can be tendered without the need to call them for cross-examination.
- (e) In the event that representations are sought to be made to Police, the making of representation will not delay the listing of a hearing or any other part of these standard directions.

Interpretation

6. This Practice Note does not operate to make any written statement admissible in a proceeding for a domestic violence offence if it is not otherwise admissible.

Judge GRAEME HENSON,
Chief Magistrate

REPEAL OF PRACTICE NOTES

Local Court New South Wales

THE following Practice Notes are repealed on and from 13 February 2012:

- Practice Note 1 of 2006 – Procedures to be adopted by the DVICM at Campbelltown and Wagga Wagga Local Courts
- Practice Note 3 of 2008 – Procedures to be adopted for Domestic Violence Matters

Judge GRAEME HENSON,
Chief Magistrate

TOTALIZATOR ACT 1997 (New South Wales)

Amendments to TAB Limited Declared Events
Betting Rules

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 the following amendments to the TAB Limited Declared Events Betting Rules.

Delete clause 6.2.2.3 and replace with the following:

- 6.2.2.3 In the case of one-day cricket and Twenty20 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.
 - (i) In the case of one-day cricket a minimum of 20 overs must be completed otherwise all bets not determined at the time the

match is concluded are deemed void and are to be refunded.

- (ii) In the case of Twenty20 matches a minimum of 6 overs must be completed otherwise all bets not determined at the time the match is concluded are deemed void and are to be refunded.

Insert the following new clause 6.2.2.4:

6.2.2.4 In the case of Twenty20 matches the outcome of any betting option, including match betting, excludes the super over unless otherwise stated.

Renumber existing clause 6.2.2.4 to 6.2.2.5.

PUBLIC LOTTERIES ACT 1996

Lotto – Approval of Rules

I, The Honourable GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, being the Minister administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”) pursuant to section 23 (1) of the Act DO HEREBY APPROVE the Rules annexed to this instrument for the conduct of Games of Lotto and Games of Promotional Lotto by the New South Wales Lotteries Corporation Pty Ltd effective from 23 February 2012.

Dated this 24th day of January 2012.

The Honourable GEORGE SOURIS, M.P.,
Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts

PUBLIC LOTTERIES ACT 1996

Lotto Rules

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of the Game of Lotto and Promotional Lotto. In accordance with section 23 (3) (b) of the Act these Rules take effect on and from 23 February 2012. These Rules supersede the Rules notified previously in the *NSW Government Gazette*.

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RULE 1 – Definitions

(a) In these Rules unless inconsistent with the context:

- (i) “Act” means the Public Lotteries Act 1996 any amendment, modification, variation or abrogation thereof for the time being in force;

Lotto Rules		Issue No.: 8.0
		Effective: 23 February 2012

- (ii) "Agency" means a place at which an Agent is permitted to accept completed Entries into Games of Lotto and entries into Games of Promotional Lotto;
- (iii) "Agent" means a person appointed by the Licensee for purposes associated with Games of Lotto and Games of Promotional Lotto Conducted by the Licensee and includes a Direct Mail Agent;
- (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Games of Lotto;
- (v) "Ancillary Fee" means a fee which the Chief Executive Officer may from time to time authorise a Direct Mail Agent to charge a Player or Syndicate Player from whom a Direct Mail Agent accepts a Subscription;
- (vi) "Approved" means approved in writing by the Minister;
- (vii) "Automatic Entry" means an Entry or Syndicate Entry in respect of a Game of Lotto made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Form) wherein:
 - (1) The selection of Numbers is made by way of a Computer Linked Terminal or the central processing computer equipment of the Licensee; or
 - (2) The Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee;
- (viii) "Bounded Area" means the area indicated as such by the symbols "◇" or "□" on the relevant Entry Form containing Numbers;
- (ix) "Chief Executive Officer" means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3 (f);
- (x) "Commission" means an amount:
 - (1) paid to, deducted by or retained by an Agent in connection with a Subscription (whether or not in the person's capacity as an Agent); and
 - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
- (xi) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Lotto or Games of Promotional Lotto;
- (xii) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player or Syndicate Player and in respect of details of:
 - (1) a Player's Entry in a Game of Lotto;
 - (2) a Syndicate Entry in a Game of Lotto;
 - (3) a Syndicate Player's Syndicate Entry Share in a Game of Lotto; and
 - (4) where appropriate a Player's entry in a Game of Promotional Lotto and which is retained or recorded on magnetic tape or otherwise stored;
- (xiii) "Conduct" in relation to a Game of Lotto and a Game of Promotional Lotto has the same meaning as assigned to it by section 4 (1) of the Act;
- (xiv) "Direct Mail Agent" means an Agent, Approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Lotto and instructions with respect to a Game of Promotional Lotto from a Player. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem (internet) and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xv) "Director" means a Director of the Board of Directors of the Licensee;
- (xvi) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for Monday Lotto, Wednesday Lotto and Saturday Lotto that may be determined by the Licensee from time to time;
- (xvii) "Drawing" means:
 - (1) in relation to a Game of Lotto (but not including a Second Drawing) the selection of the Winning Numbers and the two Supplementary Numbers by lot using a Drawing Device;
 - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device;
- (xviii) "Drawing Date" in relation to a Game of Lotto means the date on which the Winning Numbers and the two Supplementary Numbers are selected in respect of that Game of Lotto and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Lotto;
- (xix) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xx) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of an Agent;

- (xxi) "Entry" means the Numbers in a Game of Lotto which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry, which (subject to Rule 6 (f)) have been Imprinted on the same numbered line on a Ticket and in respect of which the correct Subscription or correct Syndicate Share Fee, as the case may be, has been paid;
- (xxii) "Entry Form" means the Approved form to be completed by a Player wishing to use this form of entry to enter a Game of Lotto and/or a Game of Promotional Lotto;
- (xxiii) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
 - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multi-Draw Ticket;
 - (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and
 - (4) where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawing/s.
- (xxiv) "Fee" means the sum of the Commission and Subscription;
- (xxv) "Game of Lotto" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Lotto;
- (xxvi) "Game of Promotional Lotto" means a public lottery Conducted for the purpose of promoting a Game of Lotto, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of Lotto; and
 - (2) no further Subscription, Commission or Syndicate Share Fee is charged;
- (xxvii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxviii) "Jackpot Drawing" means the next Drawing of Saturday Lotto (other than a Second Drawing), as approved by the Licensee, following the Drawing of Saturday Lotto (other than a Second Drawing), where there is no winner in accordance with Rule 12 (j) Division 1 (i) or Rule 12 (i) Division 1 (k);
- (xxix) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxx) "Malfunction" means a failure of any of the following:
- (1) the Drawing Device;
 - (2) the Computer Linked Terminal;
 - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate;
- (xxxi) "Mark" means the drawing of a vertical line "I" within a Bounded Area "◇" or a cross "X" within a Bounded Area "□" in blue or black ink on an Entry Form. "Marked" or "Marking" shall have corresponding meanings;
- (xxxii) "Minister" means the Minister for the time being administering the Act;
- (xxxiii) "Monday Lotto" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Monday of each week;
- (xxxiv) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxv) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxvi) "Multi-Week Entry" means the Entry referred to in Rule 10;
- (xxxvii) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxviii) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxix) "Overseas Authority" means a person who is authorised to Conduct Games of Lotto and Games of Promotional Lotto in Participating Areas overseas;
- (xl) "Panel" means a separate matrix in relation to an Entry containing the Numbers from 1 to 45 in arithmetical sequence in Monday Lotto, Wednesday Lotto and Saturday Lotto;
- (xli) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Lotto under a corresponding law;
- (xlii) "Player" means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and
 - (2) holds, bears and submits a valid Ticket to the Licensee or an Agent for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee or an Agent for the purposes of receiving a Prize;
- (xlili) "Prize" means any Prize determined in accordance with Rule 12;

- (xliv) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Lotto as specified in Rule 12 (a);
- (xlv) "Prize Fund" means an account established under section 27 of the Act and known as the Lotto Prize Fund Account;
- (xlvi) "Prize Pool" has the meaning in Rule 12 (b);
- (xlvii) "Prize Reserve Fund" means the fund located in the Prize Fund under section 27 of the Act containing:
 - (1) the amounts specified in Rule 12 (c); and
 - (2) an amount representing any unclaimed Prizes, subject to a direction under section 27A of the Act;
- (xlviii) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Lotto and Games of Promotional Lotto pursuant to section 12 of the Act;
- (xlix) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Licensee which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
 - (i) "Provisional Prize" is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
 - (ii) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
 - (iii) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
 - (iiii) "Registered Syndicate Player" means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;
 - (liv) "Regulation" means a regulation made under the Act;
 - (lv) "Rules" means these Rules made under the Act, any amendment, modification, variation or abrogation thereof for the time being in force;
 - (lvi) "Saturday Lotto" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Saturday of each week;
 - (lvii) "Second Drawing" means an additional Drawing conducted as part of a Game of Lotto in accordance with the Rules;
 - (lviii) "Standard Entry" means the Entry referred to in Rule 8;
 - (lix) "Subscription" means the amounts paid for Entries but does not include the following:
 - (1) Ancillary Fees; or
 - (2) Commission, unless the Act expressly provides otherwise;
 - (lx) "Supplementary Numbers" in relation to a Game of Lotto means the seventh and eighth Numbers drawn for each Game of Lotto;
 - (lxi) "Syndicate Entry" has the meaning in Rule 19 (a);
 - (lxii) "Syndicate Entry Share" means a share of a Syndicate Entry which is prescribed in:
 - (1) column 4 of Schedule 3; or
 - (2) column 4 of Schedule 4;
 - (lxiii) "Syndicate Player" means a person who:
 - (1) has paid the correct Syndicate Share Fee for a valid Syndicate Entry Share; and
 - (2) holds, bears and submits a valid Ticket to the Licensee or an Agent for the purposes of receiving a Prize; and
 includes a person who has validly entered a Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee or an Agent for the purposes of receiving a Prize;
 - (lxiv) "Syndicate Share Fee" means the amount specified in:
 - (1) column 5 of Schedule 3; or
 - (2) column 5 of Schedule 4;
 - (lxv) "Systems Entry" means the Entry referred to in Rule 9;
 - (lxvi) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Subscription for a valid Entry in a Game of Lotto or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Entry Share in a Game of Lotto, and which:
 - (1) contains Entry or Syndicate Entry Share details; and
 - (2) may include a Ticket Serial Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
 - (3) may include other particulars as determined by the Licensee;

- (lxvii) “Ticket Serial Number” means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket;
 - (lxviii) “Wednesday Lotto” means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Wednesday of each week;
 - (lxix) “Winning Numbers” in relation to a Game of Lotto (including a Second Drawing) means the first six numbers drawn for each Drawing of a Game of Lotto.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
 - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

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

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

RULE 3 – Application of Rules

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

RULE 4 – Object

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

RULE 5 – Eligibility for Inclusion in a Game of Lotto

- (a) In order for an Entry or Syndicate Entry Share to be eligible for inclusion in a Game of Lotto, before the close of acceptance of Entries into that Game of Lotto:
 - (i) the Entry or Syndicate Entry Share must have been recorded by the central processing computer equipment of the Licensee;
 - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
 - (iii) the Entry or Syndicate Entry Share details recorded on such Ticket issued under Rule 5(a)(ii) must match the details held by the Licensee by way of Computer Records; and
 - (iv) the Player or Syndicate Player must have paid the correct Subscription or Syndicate Share Fee as the case may be in relation to such Entry or Syndicate Entry Share.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.

RULE 6 – Rules Applying to Entries and Tickets

- (a) An Entry Form shall consist of Panels that must be completed by the Player in the numerical order shown on the said form commencing with the top left hand Panel. A Player shall not Mark an Entry Form other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Form will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) Where an Entry Form is used to effect an Entry, each Number selected must be Marked.
- (c) Each Entry Form for Monday Lotto, Wednesday Lotto and Saturday Lotto will contain Bounded Areas “Mon”, “Wed” and “Sat”. An Entry in Monday Lotto and/or Wednesday Lotto and/or Saturday Lotto must be effected by Marking “Mon” and/or “Wed” and/or “Sat” on the Entry Form. An Entry in Monday Lotto only must be effected by Marking “Mon” on the Entry Form. An Entry in Wednesday Lotto only must be effected by Marking “Wed” on the Entry Form. An Entry in Saturday Lotto only must be effected by Marking “Sat” on the Entry Form. In the case of an Entry submitted by post, if none of “Mon”, “Wed” or “Sat” is Marked on the Entry Form the Chief Executive Officer shall determine the Competition(s) in which entry shall be effected.
- (d) A completed Entry Form or any other Approved Entry or Syndicate Entry Share completed or made in accordance with these Rules shall be accepted by an Agent and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player on the payment of the Subscription or Syndicate Share Fee.
- (e) Subject to Rule 6 (g) below acceptance of a Ticket by a Player or a Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Entry Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Agent to the Player or Syndicate Player evidencing the Player's Entry or Syndicate Player's Syndicate Entry Share, as the case may be. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Ticket at the time it is received by a Player or Syndicate Player from the Agent. No Entry Form shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player or Syndicate Player.

- (f) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.
- (g) Where Rule 19 (m) applies, a Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Entry Share to which it relates be cancelled by an Agent. The Agent shall cancel the Ticket and the Entry or Syndicate Entry Share to which it relates on that day provided it is returned on the day of purchase to the place of purchase and prior to the close of acceptance of Entries into a Game of Lotto as determined by the Licensee.
- (h) Where Rule 19 (m) applies, an Agent who has sold an Entry or a Syndicate Entry Share may cancel the Entry or the Syndicate Entry Share or the Ticket to which it relates, with the approval of the Licensee on the day of purchase of the Entry or Syndicate Entry Share prior to the close of acceptance of Entries into a Game of Lotto. As determined by the Licensee when an Entry or a Syndicate Entry Share and the Ticket to which it relates have been cancelled by an Agent, the Player or Syndicate Player shall be refunded the Subscription and any Commission paid in respect of such Entry or in the case of a Syndicate Entry Share shall be refunded the Syndicate Share Fee. A cancelled Entry or a Syndicate Entry Share and a cancelled Ticket relating to the cancelled Entry or Syndicate Entry Share shall be void and no Prize shall be payable by the Licensee in respect of the cancelled Entry or Syndicate Entry Share or Ticket.
- (i) Without limiting the provisions of Rule 15, the Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the close of acceptance of Entries into a Game of Lotto effect a cancellation of an Entry or a Syndicate Entry Share or the Ticket issued in respect of such Entry or Syndicate Entry Share. When an Entry or Syndicate Entry Share or the Ticket issued in respect of such Entry or Syndicate Entry Share have been cancelled the Player or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may be, in respect of such Entry or Syndicate Entry Share. A cancelled Entry or Syndicate Entry Share or cancelled Ticket relating to the cancelled Entry or Syndicate Entry Share shall be void and no Prize shall be payable by the Licensee in respect of such cancelled Entry or Syndicate Entry Share or Ticket.
- (j) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by an Agent or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to check the cancellation receipt provided by the Agent or the Licensee to the Player to ensure that the correct Ticket has been cancelled. It is the responsibility of the Player to inform the Agent or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Agent nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Agent or the Licensee, at the time of receiving the cancellation receipt, of the error in the cancellation of a Ticket.
- (k) Where an Entry or Syndicate Entry Share in a Game of Lotto has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
- (i) no Subscription or Syndicate Share Fee has been paid to the Agent in whose place of business the Computer Linked Terminal is located prior to the close of acceptance of Entries in respect of that Game of Lotto; and
 - (ii) the Agent has failed to cancel the Entry or Syndicate Entry Share before the close of acceptance of Entries in respect of that Game of Lotto; then
- the Agent shall be liable for and shall meet the cost of the Subscription or Syndicate Share Fee, as the case may be, in respect of the Entry or Syndicate Entry Share and in such case, for the purposes of these Rules, such Agent shall:
- (iii) be considered a Player or Syndicate Player as the case may be; and
 - (iv) be the holder of the Entry or Syndicate Entry Share, as the case may be; and
 - (v) owe the Licensee the amount of the unpaid Subscription or Syndicate Share Fee as a debt due and owing to the Licensee.
- (l) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (m) A Direct Mail Agent has no authority to verify the accuracy or completion by a Player or a Syndicate Player of any part of an Entry Form or any other approved Entry or Syndicate Entry Share whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of Lotto by a Player or Syndicate Player with a Direct Mail Agent does not exempt the Player or Syndicate Player from being bound by these Rules and a Player or Syndicate Player utilising a Direct Mail Agent to submit an Entry Form or any other approved Entry or Syndicate Entry Share shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Form or any other approved Entry or Syndicate Entry Share, the issue of any Ticket and the payment of any Prize.
- (n) Neither the Licensee nor an Agent shall be liable to a Player or Syndicate Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player or Syndicate Player. It shall be the sole responsibility of the Player or Syndicate Player to ensure the safe custody of a Ticket issued to the Player or Syndicate Player.
- (o) A Ticket shall at all times remain the property of the Licensee and a Player or Syndicate Player shall deliver up any Ticket to the Licensee upon demand.

RULE 7 – Commission and Ancillary Fee

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

RULE 8 – Standard Entry

- (a) A Standard Entry is the selection of six (6) Numbers which may be made by way of an Entry Form or via Automatic Entry.
- (b) Where an Entry Form is used in respect of a Standard Entry, six (6) Numbers shall have been Marked in each Panel completed on that form.
- (c) No fewer than four (4) Panels must be completed on an Entry Form in respect of each Standard Entry. Additional Panels may be completed up to the total number of Panels shown on the Entry Form. Any additional Panels Marked on an Entry Form must be completed in multiples of two (2) in numerical order.
- (d) The Subscription for each Standard Entry shall be:
- (i) In respect of both Monday Lotto and Wednesday Lotto, \$4.00 where four (4) Panels have been Marked on an Entry Form and \$2.00 for each set of two (2) additional Panels selected on that form;
 - (ii) In respect of both Monday Lotto and Saturday Lotto, \$4.40 where four (4) Panels have been Marked on an Entry Form and \$2.20 for each set of two (2) additional Panels selected on that form;
 - (iii) In respect of both Wednesday Lotto and Saturday Lotto, \$4.40 where four (4) Panels have been Marked on an Entry Form and \$2.20 for each set of two (2) additional Panels selected on that form;
 - (iv) In respect of Monday Lotto, Wednesday Lotto and Saturday Lotto, \$6.40 where four (4) Panels have been Marked on an Entry Form and \$3.20 for each set of two (2) additional Panels selected on that form;
 - (v) In respect of either Monday Lotto or Wednesday Lotto, \$2.00 where four (4) Panels have been Marked on an Entry Form and \$1.00 for each set of two (2) additional Panels selected on that form;
 - (vi) In respect of Saturday Lotto, \$2.40 where four (4) Panels have been Marked on an Entry Form and \$1.20 for each set of two (2) additional Panels selected on that form.
- (e) If more than six (6) Numbers in a Panel are Marked on an Entry Form in respect of a Standard Entry which has been forwarded to the Licensee by post, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until six (6) Marked Numbers remain.
- (f) If less than six (6) Numbers in a Panel are Marked on an Entry Form in respect of a Standard Entry which has been forwarded to the Licensee by post, entry into a Game of Lotto shall not take effect and the Licensee shall return the Entry Form together with any Fees therewith to the Player.

RULE 9 – Systems Entry

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

System 7	–	seven (7) Numbers
System 8	–	eight (8) Numbers
System 9	–	nine (9) Numbers
System 10	–	ten (10) Numbers
System 11	–	eleven (11) Numbers
System 12	–	twelve (12) Numbers

System 13	–	thirteen (13) Numbers
System 14	–	fourteen (14) Numbers
System 15	–	fifteen (15) Numbers
System 16	–	sixteen (16) Numbers
System 17	–	seventeen (17) Numbers
System 18	–	eighteen (18) Numbers

(e) In respect of a Syndicate Entry where an Entry Form is used:

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

In respect of Monday Lotto or the Wednesday Lotto:

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

In respect of Saturday Lotto:

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

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

- (i) in respect of an Entry into both Monday Lotto and Wednesday Lotto:

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

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

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered in both Monday Lotto OR Wednesday Lotto</i>	<i>Subscription Per Panel \$</i>	<i>Number of Bounded Areas to be marked in each upper Panel</i>
7	7	3.50	7
8	28	14.00	8
9	84	42.00	9
10	210	105.00	10
11	462	231.00	11
12	924	463.00	12
13	1,716	858.00	13
14	3,003	1,501.50	14
15	5,005	2,502.50	15
16	8,008	4,004.00	16
17	12,376	6,188.00	17
18	18,564	9,282.00	18

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

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered in Monday Lotto, Wednesday Lotto and Saturday Lotto</i>	<i>Subscription Per Panel \$</i>	<i>Number of Bounded Areas to be marked in each upper Panel</i>
7	7	11.20	7
8	28	44.80	8
9	84	134.40	9
10	210	336.00	10
11	462	739.20	11
12	924	1,478.40	12
13	1,716	2,745.60	13
14	3,003	4,804.80	14
15	5,005	8,008.00	15
16	8,008	12,812.80	16
17	12,376	19,801.60	17
18	18,564	29,702.40	18

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

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered in both Monday Lotto AND Saturday Lotto</i>	<i>Subscription Per Panel \$</i>	<i>Number of Bounded Areas to be marked in each upper Panel</i>
7	7	7.70	7
8	28	30.80	8
9	84	92.40	9
10	210	231.00	10
11	462	508.20	11
12	924	1,016.40	12
13	1,716	1,887.60	13
14	3,003	3,303.30	14
15	5,005	5,505.50	15
16	8,008	8,808.80	16
17	12,376	13,613.60	17
18	18,564	20,420.40	18

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

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered in both Wednesday Lotto AND Saturday Lotto</i>	<i>Subscription Per Panel \$</i>	<i>Number of Bounded Areas to be marked in each upper Panel</i>
7	7	7.70	7
8	28	30.80	8

<i>System Number</i>	<i>Equivalent Number of Standard Panels entered in both Wednesday Lotto AND Saturday Lotto</i>	<i>Subscription Per Panel \$</i>	<i>Number of Bounded Areas to be marked in each upper Panel</i>
9	84	92.40	9
10	210	231.00	10
11	462	508.20	11
12	924	1,016.40	12
13	1,716	1,887.60	13
14	3,003	3,303.30	14
15	5,005	5,505.50	15
16	8,008	8,808.80	16
17	12,376	13,613.60	17
18	18,564	20,420.40	18

(vi) in respect of an Entry into Saturday Lotto:

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

RULE 10 – Multi-Week Entry

- (a) A Multi-Week Entry may be made by way of an Entry Form or via Automatic Entry.
- (b) A Multi-Week Entry may be made in respect of consecutive Games of Lotto as advised by the Licensee from time to time.
- (c) Either a Standard Entry or System Entry shall be selected by Marking the appropriate Bounded Area on the Entry Form.
- (d) Where an Entry Form is used in respect of a Multi-Week Entry, the number of consecutive Games of Lotto to be entered shall be selected by Marking the appropriate Bounded Area on that Entry Form.
- (e) If a Multi-Week Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10 (d), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selection thereon in such manner having regard to such factors as the Chief Executive Officer may determine.

- (f) Subscriptions for a Multi-Week Entry are the total of Subscriptions that would have been payable for an Entry in Monday Lotto, Wednesday Lotto and Saturday Lotto or Monday Lotto and/or Wednesday Lotto and/or Saturday Lotto multiplied by the number of consecutive Games of Lotto in which the Entry is made.

RULE 11 – Submission of an Entry

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

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

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

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

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

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

- (k) An Entry Form sent by post must be accompanied by the correct Fee and player registration fee (if applicable) and a stamped self-addressed envelope. The Entry will be entered into the Game of Lotto by the Licensee before the close of acceptance of Entries into the first Monday Lotto and/or Wednesday Lotto and/or Saturday Lotto draw for which it has been received. The Licensee will post the Entry Form and Ticket(s) to the address shown on the stamped self-addressed envelope.

Neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted. The Chief Executive Officer may sign a certificate determining the date of posting and such certificate shall be conclusive evidence of that matter.

- (l) Fees and player registration fees payable in respect of Entry Forms sent by post to the Licensee may be paid by postal note or bank, building society or personal cheque. Payment by cheque is taken to be effected when payment of the amount of the cheque has been made to the Licensee by the bank, building society or credit union on which the cheque is drawn.
- (m) Form of entry in a Game of Promotional Lotto:
 - (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Lotto;
 - (ii) Without limiting Rule 11 (n) (i), the form of entry in a Game of Promotional Lotto may be any of the following (or combination of the following):
 - (1) part of a Ticket;
 - (2) any other ticket or document;
 - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
 - (iii) If any entry in a Game of Promotional Lotto is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Lotto:
 - (1) constitutes the Player's or Syndicate Player's official receipt;
 - (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
 - (3) is to be the only document issued by the Licensee or its Agents to the entrant evidencing the processing of an entry in the Game of Promotional Lotto.

RULE 12 – Prizes

- (a) The Prize Allocation in a Game of Lotto shall be not less than sixty percent (60%) of Subscriptions.
- (b) The Prize Pool in a Game of Lotto shall be funded from the Prize Allocation and shall be:
 - (i) not less than thirty three percent (33%) of Subscriptions for Monday Lotto and Wednesday Lotto; and
 - (ii) not less than fifty five percent (55%) of Subscriptions for Saturday Lotto.
- (c) The Prize Reserve Fund in respect of a Game of Lotto shall be funded from the Prize Allocation and shall retain not more than:
 - (i) twenty seven percent (27%) of Subscriptions for Monday Lotto and Wednesday Lotto; and
 - (ii) five percent (5%) of Subscriptions for Saturday Lotto.
- (d) The Prize Reserve Fund in respect of a Game of Lotto shall be used to:
 - (i) fund the rounding up required pursuant to Rule 12 (i);
 - (ii) fund any difference between a Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 12 (j) and Rule 12 (k);
 - (iii) fund any prize payable pursuant to Rule 12 (l), Rule 12 (m) and Rule 12 (n).
- (e) If in the Wednesday Lotto Drawing conducted on 22 February 2012 there is no valid winning Entry or Syndicate Entry in Division 1, then the amount allocated to Division 1 from the Prize Fund for that Drawing shall add to and form part of the Prize Reserve Fund for application in Drawings conducted on and after 27 February 2012.
- (f) Prizes for each Game of Lotto shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund in accordance with the provisions and classifications of Rule 12 (j) and Rule 12 (k)
- (g) Except as provided for in Rule 12 (j) Division 1 for Monday Lotto and Wednesday Lotto, any Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (h) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Entry Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Entry Share.
- (i) Subject to Rule 12 (h), the amount payable in respect of a Syndicate Entry Share shall be rounded up to the nearest five (5) cents. Monies required for rounding up shall be drawn from the Prize Reserve Fund.
- (j) Monday Lotto and Wednesday Lotto

In respect of Monday Lotto and Wednesday Lotto, unless otherwise Approved, the Prize Pool and the Prize Reserve Fund will be distributed in the following indicative amounts or percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than Division 1 shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Prize Reserve Fund. Where a rounding down process has occurred, the excess monies shall be paid into the Prize Reserve Fund. Where there is no winner in divisions 2, 3, 4, 5 or 6, the percentage of the Prize Pool specified in that division shall be added to the percentage of the Prize Pool specified in the next lower division that contains a winning Entry or Entries or Syndicate Entry or Syndicate Entries in the order as shown below.

Division 1 –

- (i) A Prize of an amount equal to 0% of the Prize Pool plus the amount set out below shall be payable in respect of any Entry or Syndicate Entry which contains all six (6) Winning Numbers. Such amount shall be paid from monies held in the Prize Reserve Fund as follows:
- (1) If there are no more than two (2) Division 1 winners, \$1,000,000.00 to each Division 1 winner; or
 - (2) If there are more than two (2) Division 1 winners, \$2,000,000.00 to be divided equally among those Division 1 winners; or
 - (3) Any other amount determined by the Licensee from time to time as a Division 1 Prize Guarantee.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, the amount of such Prizes shall be retained in the Prize Reserve Fund to be used in accordance with Rule 12(d)..

Division 2 –

A Prize of an amount equal to 4.5% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but not more than five (5) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 3 –

A Prize of an amount equal to 7.0% of the Prize Pool or where there is no Prize winner in Division 2, 11.5% of the Prize Pool, shall be payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but no more than five (5) of the six (6) Winning Numbers.

Division 4 –

A Prize of an amount equal to 19.5% of the Prize Pool, or

- (1) where there is no Prize winner in Division 3, 26.5% of the Prize Pool; or
- (2) where there are no Prize winners in Divisions 2 and 3, 31.0% of the Prize Pool

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

Division 5 –

A Prize of an amount equal to 27.0% of the Prize Pool, or

- (1) where there is no Prize winner in Division 4, 46.50% of the Prize Pool; or
- (2) where there are no Prize winners in Divisions 3 and 4, 53.50% of the Prize Pool; or
- (3) where there are no Prize winners in Divisions 2, 3 and 4, 58.0% of the Prize Pool

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

Division 6 –

A Prize of an amount equal to 42.0% of the Prize Pool, or

- (1) where there is no Prize winner in Division 5, 69.0% of the Prize Pool; or
- (2) where there are no Prize winners in Divisions 4 and 5, 88.50% of the Prize Pool; or
- (3) where there are no Prize winners in Divisions 3, 4 and 5, 95.50% of the Prize Pool; or
- (4) where there are no Prize winners in Divisions 2, 3, 4 and 5, 100.0% of the Prize Pool

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

(k) Saturday Lotto

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

Division 1 –

- (i) A Prize of an amount equal to 28% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which,

contains all six (6) of the Winning Numbers. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee.

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

Division 2 –

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

Division 3 –

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

Division 4 –

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

Division 5 –

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

Division 6 –

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

(1) Second Drawing

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

- (i) the Second Drawing shall be conducted following the Drawing of the Monday Lotto, and/or Wednesday Lotto and/or Saturday Lotto or any combination thereof;
- (ii) an Entry or Syndicate Entry made in respect of Monday Lotto or Wednesday Lotto or Saturday Lotto shall be automatically entered into the Second Drawing in respect of that Monday Lotto or Wednesday Lotto or Saturday Lotto and such Entry or Syndicate Entry shall not require the payment of any further Subscription;

- (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry or Syndicate Entry which or shall be payable in equal shares in respect of any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers;
 - (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer;
 - (v) the Second Drawing shall not involve the Drawing of any Supplementary Numbers; and
 - (vi) the Second Drawing shall not constitute a separate Game of Lotto but shall be part of either a Monday Lotto and/or Wednesday Lotto and/or Saturday Lotto draw.
- (m) A Game of Lotto may include:
- (i) an additional Prize or Prizes; and/or
 - (ii) Prizes paid on special occasions; and/or
 - (iii) Prizes paid pursuant to Rule 12 (1);
- Any such Prize or Prizes may be paid in monetary terms or in kind.
- (n) Prizes in a Game of Promotional Lotto
- (i) The Prizes payable in a Game of Promotional Lotto may consist of one or more of the following:
 - (1) money;
 - (2) holidays;
 - (3) travel;
 - (4) accommodation;
 - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
 - (6) Entries in a Game of Lotto or another lottery Conducted by the Licensee; and
 - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
 - (ii) A Prize in a Game of Promotional Lotto must not consist of or include tobacco.
 - (iii) A Prize in a Game of Promotional Lotto must not consist of or include liquor within the meaning of the Liquor Act 1982.
- (o) Determination of Prizes in a Game of Promotional Lotto
- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Lotto.
 - (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Lotto Conducted by it.
 - (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Lotto, including (but not limited to) the following:
 - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
 - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
 - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
 - (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
 - (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent.
 - (iv) The Prizes in a Game of Promotional Lotto are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Lotto.

RULE 13 – Announcement of Prizes

- (a) Following each Drawing of a Game of Lotto the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
 - (i) the Winning Numbers and the Supplementary Numbers;
 - (ii) the amount of the Prize Pool allocated to each Division;
 - (iii) the value of the Provisional Prizes and the number of Provisional Prize Winners; and
 - (iv) the value of Prizes and the number of Prize winners in respect of Division 2, Division 3, Division 4, Division 5 and Division 6.
- (b) Following each Drawing of a Game of Lotto the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
 - (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 11 (f) (i) or where Provisional Prize Winners are not Registered Players or Registered Syndicate Players;

- (ii) information on the manner of payment of Prizes; and
- (iii) the manner in which claims under Rules 14 (a), 14 (b), 14 (i) and 14 (k) must be made.
- (c) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Lotto as soon as possible after the completion of such Game of Promotional Lotto.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

RULE 14 – Procedures for Claiming and Payment of Prizes

- (a) In relation to a Game of Lotto:
 - (i) Other than as provided for Registered Players and Registered Syndicate Players, any Provisional Prize (or in the case of a Syndicate Entry, a share of any Provisional Prize) must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l) and any other evidence that the Chief Executive Officer may from time to time require;
 - (ii) The date of lodgement of a Prize claim in accordance with Rule 14 (a) (i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a Provisional Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Provisional Prize) exceeding \$10,000 will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player (or in the case of a Syndicate Entry, any share of a Provisional Prize won by a Registered Syndicate Player) the Chief Executive Officer may require that Registered Player or Registered Syndicate Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l) hereof.
- (c) Where a Registered Player or Registered Syndicate Player has been requested to claim the Provisional Prize in accordance with Rule 14 (b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14 (d) hereof.
- (d) A Provisional Prize or Share of a Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period or six (6) calendar days after lodgement of a Prize claim form, whichever is the later, and shall be payable by cheque or, if requested by the Prize Winner, by electronic funds transfer.
- (e) For Registered Players, any Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than eight (8) weeks after, the relevant Drawing Date. Prizes not so claimed will be paid by the Licensee by cheque or at the discretion of the Licensee by electronic funds transfer after the expiry of eight (8) weeks after the Drawing Date.
- (f) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Syndicate Entry, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, this being a period of not less than eight (8) weeks following the Drawing Date.
- (g) Subject to Rules 14 (a), 14 (b), 14 (c), 14 (d), 14 (e) and 14 (f) above, a Player being eligible for a Prize on a Multi-Draw Ticket may claim or collect that Prize and be issued with an Exchange Multi-Draw Ticket for any subsequent valid Drawings.
- (h) A Prize or, in the case of a Syndicate Entry, a share of a Prize, not paid by an Agent in accordance with Rule 14(f) will be paid by the Licensee by cheque or at the discretion of the Licensee by electronic funds transfer, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (i) A:
 - (i) Registered Player or Registered Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share of a Provisional Prize) pursuant to Rule 14 (b) and who has not been notified within five (5) days in accordance with Rule 14 (b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
 - (ii) Player or Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share of a Provisional Prize) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14 (l) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date, starting on the day immediately following the Drawing Date.

A claim not received in accordance with this Rule 14 (i) will be rejected and the Licensee shall have no liability in relation thereto.

- (j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14 (i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (k) A:
- (i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
 - (ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 14 (e);
- must lodge a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l).
- (l) The particulars required in accordance with the provisions of Rules 14 (a), 14 (b), 14 (i) and 14 (k), are:
- (i) the name and address of the Player or Syndicate Player;
 - (ii) the Ticket Serial Number;
 - (iii) the Numbers included on the relevant numbered line on the Ticket;
 - (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
 - (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
 - (vi) such further evidence or information as the Licensee requires.
- (m) Notwithstanding the provisions of this Rule 14, if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1,000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player the same Prize or share of a Prize as is being paid to winning Players or winning Syndicate Players or such other Prize amount or Share of a Prize amount as determined by the Chief Executive Officer.
- (n) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize (or in the case of a Syndicate Entry a share of a Prize or a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet one or more of the elements (1) or (2) contained in Rules 1 (a) (xlii) or 1 (a) (lxiii) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement.
- (o) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player or Syndicate Player in accordance with these Rules.
- (p) Subject to Rule 14 (i), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries or Syndicate Entries entitled thereto or the amount thereof.
- (q) The payment of a Prize or share of a Prize to any Player or Syndicate Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (r) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto.
- (s) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket.
- (t) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
- (i) by hand upon any conditions that the Chief Executive Officer may determine;
 - (ii) by post whether certified, registered or ordinary post; or
 - (iii) as otherwise directed in writing by the Player or Syndicate Player.
- (u) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player or Registered Syndicate Player, to the name and address appearing on the Licensee's records relating to that Player or Syndicate Player.
- Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same.

- (v) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of fees sent by post will be sent to the name and address advised in writing by the Player or Syndicate Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (w) The payment of all Prizes or shares of Prizes pursuant to this Rule 14 will discharge the Licensee from liability notwithstanding the existence of any trust whether express, constructive or implied. Where the Licensee has paid a Player or Syndicate Player pursuant to this Rule 14 and the Chief Executive Officer is, after such payment has been made, of the view that:
- (i) the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made; or
 - (ii) a Prize is not payable to the Player or Syndicate Player;
- the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her.
- (x) A Prize or share of a Prize may be claimed through an Agent or by mail direct to:
- The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127
- or such other address as may be publicly notified from time to time by the Chief Executive Officer. A Prize claim form for a Prize or a share of a Prize may be forwarded by an Agent to the Licensee at the request of a Player or the Player may forward the Prize claim form to the Licensee direct.
- (y) Any Prize or share of a Prize to be paid in accordance with Rule 12 (l) or Rule 12 (n) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (z) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (aa) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (bb) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (cc) Payment of Prizes in a Game of Promotional Lotto
- (i) A Prize is not payable in a Game of Promotional Lotto unless:
 - (1) the entry submitted in a Game of Promotional Lotto is in the form determined by the Chief Executive Officer under Rule 11 (n) (i); and
 - (2) if the form of entry requires the Player or Syndicate Player to have purchased a Ticket in a Game of Lotto, the Ticket in the Game of Lotto must satisfy any test used by the Chief Executive Officer to determine whether the Ticket in the Game of Lotto is valid; and
 - (3) the claimant has complied with all conditions relating to the Game of Promotional Lotto advertised under Rule 12 (o) (ii).
 - (ii) The Licensee may record on an entry in a Game of Promotional Lotto a verification code or other test and use it to determine whether the entry in a Game of Promotional Lotto is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Lotto, on which such a test is recorded, if the entry does not satisfy the test.

RULE 15 – Disqualifications

- (a) Notwithstanding that:
- (i) acceptance of Entries or Syndicate Entry Shares into a Game of Lotto has closed;
 - (ii) a Ticket may have issued; or
 - (iii) a Drawing has occurred in respect of a Ticket;
- an Entry or a Syndicate Entry Share in a Game of Lotto or entry in a Game of Promotional Lotto may be disqualified and no Prize claim shall be made in respect of it, if the Chief Executive Officer is of the opinion that it should be so disqualified. Any Ticket having issued in respect of an Entry or a Syndicate Entry Share in a Game of Lotto which is disqualified shall automatically be void and cancelled.
- (b) The reasons for disqualification may include but are not limited to:
- (i) tender of insufficient Fee or, in the case of a Syndicate Entry Share, insufficient Syndicate Share Fee, a dishonoured cheque or unacceptable form of remittance;
 - (ii) the Player or Syndicate Player has defaulted in payment of any previous Fee or Syndicate Share Fee;

- (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
 - (iv) Ticket fails any security tests of the Licensee;
 - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal;
 - (vi) a Malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
 - (vii) any other breach of these Rules which justifies disqualification.
- (c) The Licensee shall use its best endeavours to notify a Player or Syndicate Player, whose name and address is known to the Licensee, that an Entry or Syndicate Entry Share has been disqualified and the reason therefor and the Licensee shall in respect thereof refund to the Player any Subscription paid or to the Syndicate Player any Syndicate Share Fee paid less that part of the Syndicate Share Fee that represents the relevant proportion of Commission. Where the Licensee does not know of the name and address of a Player or Syndicate Player the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such Entry or Syndicate Entry Share.
- (d) If an Entry or Syndicate Entry which would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.
- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15 (d) then:
- (i) in the case of a Division 1 Prize, the provisions of Rule 12 (j) (ii) and Rule 12 (k) (ii) will apply;
 - (ii) otherwise the value and numbers of winners will be varied in accordance with Rule 12 (j) Division 2, Division 3, Division 4 and Division 5 and Rule 12 (k) Division 2, Division 3, Division 4, Division 5 and Division 6 as the case may be.

RULE 16 – Limitation of Liability

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

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

RULE 17 – Effective Date

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

RULE 18 – Agreements Relating to a Game of Promotional Lotto

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

RULE 19 – A Syndicate Entry

- (a) An Entry as specified in column 1 of Schedule 3 and column 1 of Schedule 4 shall be a Syndicate Entry if specified in, respectively:
 - (i) column 3 of Schedule 3; or
 - (ii) column 3 of Schedule 4.

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

SCHEDULE 1

Commission Payable For Lotto
(Monday Lotto and/or Wednesday Lotto)

<i>Entry Type</i>	<i>Number of Games</i>	<i>Monday OR Wednesday entry</i>	<i>Monday AND Wednesday entry</i>
Standard	4	\$0.30	\$0.50
	6	\$0.40	\$0.65
	8	\$0.50	\$0.75
	10	\$0.55	\$0.80

<i>Entry Type</i>	<i>Number of Games</i>	<i>Monday OR Wednesday entry</i>	<i>Monday AND Wednesday entry</i>
	12	\$0.65	\$0.90
	14	\$0.75	\$1.00
	16	\$0.90	\$1.05
	18	\$1.00	\$1.25
	24	\$1.15	\$1.50
	30	\$1.25	\$1.75
	36	\$1.90	\$2.15

<i>Entry Type</i>	<i>System</i>	<i>Monday OR Wednesday entry</i>	<i>Monday AND Wednesday entry</i>
System (Per Panel)	7	\$0.40	\$0.50
	8	\$1.00	\$1.40
	9	\$2.50	\$4.25
	10	\$5.00	\$9.90
	11	\$11.50	\$22.50
	12	\$23.00	\$43.75
	13	\$42.00	\$81.25
	14	\$77.25	\$150.00
	15	\$125.00	\$243.75
	16	\$201.00	\$387.50
	17	\$307.00	\$600.00
	18	\$463.00	\$918.75

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Monday OR Wednesday entry</i>	<i>Monday AND Wednesday entry</i>
Multi-Week Standard			
(4 games)	2	\$0.45	\$0.65
	5	\$0.75	\$0.90
	10	\$1.50	\$1.65
	25	\$2.25	\$2.50
(6 games)	2	\$0.50	\$0.75
	5	\$0.80	\$1.00
	10	\$1.50	\$1.65
	25	\$2.25	\$2.50
(8 games)	2	\$0.55	\$0.90
	5	\$0.90	\$1.15
	10	\$1.75	\$1.90
	25	\$2.50	\$2.75

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Monday OR Wednesday entry</i>	<i>Monday AND Wednesday entry</i>
(10 games)	2	\$0.70	\$1.00
	5	\$1.00	\$1.25
	10	\$1.90	\$2.00
	25	\$2.75	\$2.90
(12 games)	2	\$0.75	\$1.15
	5	\$1.15	\$1.40
	10	\$1.90	\$2.15
	25	\$3.00	\$3.25
(14 games)	2	\$1.00	\$1.25
	5	\$1.40	\$1.50
	10	\$2.15	\$2.40
	25	\$3.15	\$3.40
(16 games)	2	\$1.15	\$1.40
	5	\$1.50	\$1.65
	10	\$2.25	\$2.50
	25	\$3.25	\$3.50
(18 games)	2	\$1.25	\$1.50
	5	\$1.65	\$2.00
	10	\$2.50	\$2.75
	25	\$3.40	\$4.00
(24 games)	2	\$1.40	\$1.75
	5	\$1.75	\$2.25
	10	\$2.75	\$3.40
	25	\$3.65	\$5.00
(30 games)	2	\$1.75	\$2.00
	5	\$2.40	\$2.75
	10	\$3.50	\$3.75
	25	\$5.65	\$6.00
(36 games)	2	\$2.15	\$2.50
	5	\$2.75	\$3.25
	10	\$4.00	\$4.75
	25	\$6.25	\$7.50

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Monday OR Wednesday entry</i>	<i>Monday AND Wednesday entry</i>
Multi-Week Systems (Per Panel)			
System 7	2	\$0.50	\$0.75
	5	\$0.75	\$1.15
	10	\$1.50	\$1.90
	25	\$3.40	\$3.50
System 8	2	\$1.25	\$1.75
	5	\$1.75	\$2.50
	10	\$3.75	\$5.00
	25	\$7.50	\$8.75
System 9	2	\$2.75	\$4.65
	5	\$3.00	\$5.00
	10	\$6.25	\$7.50
	25	\$10.00	\$11.25
System 10	2	\$5.50	\$11.25
	5	\$6.25	\$13.75
	10	\$7.50	\$16.25
	25	\$11.25	\$18.75
System 11	2	\$12.25	\$25.00
	5	\$13.75	\$28.75
	10	\$16.25	\$31.25
	25	\$25.00	\$37.50
System 12	2	\$25.00	\$47.50
	5	\$27.50	\$52.50
	10	\$31.25	\$57.50
	25	\$37.50	\$62.50
System 13	2	\$43.75	\$87.50
	5	\$50.00	\$93.75
	10	\$56.25	\$106.25
	25	\$62.50	\$125.00
System 14	2	\$80.00	\$156.25
	5	\$93.75	\$162.50
	10	\$106.25	\$175.00
	25	\$125.00	\$200.00
System 15	2	\$137.50	\$262.50
	5	\$150.00	\$287.50
	10	\$175.00	\$325.00
	25	\$200.00	\$375.00

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Monday OR Wednesday entry</i>	<i>Monday AND Wednesday entry</i>
System 16	2	\$206.25	\$400.00
	5	\$218.75	\$425.00
	10	\$231.25	\$456.25
	25	\$250.00	\$475.00
System 17	2	\$312.50	\$618.75
	5	\$325.00	\$637.50
	10	\$337.50	\$675.00
	25	\$375.00	\$750.00
System 18	2	\$468.75	\$931.25
	5	\$487.50	\$968.75
	10	\$500.00	\$987.50
	25	\$525.00	\$1037.50

SCHEDULE 2

Commission Payable for Lotto (Saturday Lotto)

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

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

<i>Entry Type</i>	<i>System</i>	<i>Single Entry</i>
	16	\$239.20
	17	\$369.90
	18	\$545.10

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

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
(24 games)	2	\$3.20
	5	\$7.70
	10	\$15.50
	25	\$31.00
(30 games)	2	\$3.70
	5	\$9.70
	10	\$19.40
	25	\$38.80
(36 games)	2	\$4.35
	5	\$11.15
	10	\$20.75
	25	\$41.45

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

<i>Entry Type</i>	<i>Number of Weeks</i>	<i>Single Entry</i>
System 12	2	\$20.80
	5	\$25.70
	10	\$49.90
	25	\$97.10
System 13	2	\$34.00
	5	\$44.80
	10	\$72.00
	25	\$144.00
System 14	2	\$55.70
	5	\$72.00
	10	\$135.30
	25	\$158.20
System 15	2	\$92.80
	5	\$116.80
	10	\$221.50
	25	\$255.30
System 16	2	\$157.10
	5	\$195.30
	10	\$267.30
	25	\$312.00
System 17	2	\$223.70
	5	\$281.50
	10	\$392.80
	25	\$431.00
System 18	2	\$374.20
	5	\$461.50
	10	\$736.40
	25	\$780.10

SCHEDULE 3

Syndicate Entries for Lotto
(Monday Lotto or Wednesday Lotto)

<i>Column 1</i> <i>Entry</i>	<i>Column 2</i> <i>Entry Fee</i>	<i>Column 3</i> <i>Syndicate Entry</i>	<i>Column 4</i> <i>Syndicate Entry Shares</i>	<i>Column 5</i> <i>Syndicate Share Fee per panel (cost per Share)</i>
System 8	\$15.00	System 8	5	\$3.00
System 8	\$15.00	System 8	10	\$1.50
System 10	\$110.00	System 10	5	\$22.00
System 10	\$110.00	System 10	10	\$11.00

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<i>Column 1</i> Entry	<i>Column 2</i> Entry Fee	<i>Column 3</i> Syndicate Entry	<i>Column 4</i> Syndicate Entry Shares	<i>Column 5</i> Syndicate Share Fee per panel (cost per Share)
System 10	\$110.00	System 10	20	\$5.50
System 10	\$110.00	System 10	25	\$4.40
System 11	\$242.50	System 11	2	\$121.25
System 11	\$242.50	System 11	5	\$48.50
System 11	\$242.50	System 11	10	\$24.25
System 11	\$242.50	System 11	25	\$9.70
System 12	\$485.00	System 12	5	\$97.00
System 12	\$485.00	System 12	10	\$48.50
System 12	\$485.00	System 12	20	\$24.25
System 12	\$485.00	System 12	50	\$9.70
System 13	\$900.00	System 13	5	\$180.00
System 13	\$900.00	System 13	10	\$90.00
System 13	\$900.00	System 13	20	\$45.00
System 13	\$900.00	System 13	30	\$30.00
System 13	\$900.00	System 13	60	\$15.00
System 13	\$900.00	System 13	75	\$12.00
System 14	\$1,578.75	System 14	3	\$526.25
System 14	\$1,578.75	System 14	5	\$315.75
System 14	\$1,578.75	System 14	15	\$105.25
System 14	\$1,578.75	System 14	25	\$63.15
System 14	\$1,578.75	System 14	75	\$21.05
System 15	\$2,627.50	System 15	5	\$525.50
System 15	\$2,627.50	System 15	10	\$262.75
System 15	\$2,627.50	System 15	25	\$105.10
System 15	\$2,627.50	System 15	50	\$52.55
System 16	\$4,205.00	System 16	5	\$841
System 16	\$4,205.00	System 16	10	\$420.50
System 16	\$4,205.00	System 16	20	\$210.25
System 16	\$4,205.00	System 16	25	\$168.20
System 16	\$4,205.00	System 16	50	\$84.10
System 16	\$4,205.00	System 16	100	\$42.05
System 17	\$6,495.00	System 17	5	\$1,299.00
System 17	\$6,495.00	System 17	10	\$649.50
System 17	\$6,495.00	System 17	20	\$324.75
System 17	\$6,495.00	System 17	25	\$259.80

<i>Column 1</i> <i>Entry</i>	<i>Column 2</i> <i>Entry Fee</i>	<i>Column 3</i> <i>Syndicate Entry</i>	<i>Column 4</i> <i>Syndicate Entry Shares</i>	<i>Column 5</i> <i>Syndicate Share Fee per panel (cost per Share)</i>
System 17	\$6,495.00	System 17	50	\$129.90
System 17	\$6,495.00	System 17	100	\$64.95
System 18	\$9,745.00	System 18	5	\$1,949.00
System 18	\$9,745.00	System 18	10	\$974.50
System 18	\$9,745.00	System 18	20	\$487.25
System 18	\$9,745.00	System 18	25	\$389.80
System 18	\$9,745.00	System 18	50	\$194.90
System 18	\$9,745.00	System 18	100	\$97.45

SCHEDULE 4

Syndicate Entries for Lotto (Saturday Lotto)

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

<i>Column 1 Entry</i>	<i>Column 2 Entry Fee</i>	<i>Column 3 Syndicate Entry</i>	<i>Column 4 Syndicate Entry Shares</i>	<i>Column 5 Syndicate Share Fee per panel (cost per Share)</i>
System 14	\$1,890.00	System 14	35	\$54.00
System 14	\$1,890.00	System 14	60	\$31.50
System 15	\$3,150.00	System 15	5	\$630.00
System 15	\$3,150.00	System 15	10	\$315.00
System 15	\$3,150.00	System 15	25	\$126.00
System 15	\$3,150.00	System 15	30	\$105.00
System 15	\$3,150.00	System 15	35	\$90.00
System 15	\$3,150.00	System 15	50	\$63.00
System 15	\$3,150.00	System 15	60	\$52.50
System 16	\$5,044.00	System 16	5	\$1,008.80
System 16	\$5,044.00	System 16	10	\$504.40
System 16	\$5,044.00	System 16	13	\$388.00
System 16	\$5,044.00	System 16	20	\$252.20
System 16	\$5,044.00	System 16	26	\$194.00
System 17	\$7,795.50	System 17	5	\$1,559.10
System 17	\$7,795.50	System 17	10	\$779.55
System 17	\$7,795.50	System 17	15	\$519.70
System 17	\$7,795.50	System 17	30	\$259.85
System 18	\$11,683.50	System 18	5	\$2,336.70
System 18	\$11,683.50	System 18	10	\$1,168.35
System 18	\$11,683.50	System 18	15	\$778.90
System 18	\$11,683.50	System 18	30	\$389.45

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How to read the policy

The policy covers **you** for the types of loss, and for the amounts of loss, described in clause 1.

Clause 2 explains the period for which the **policy** provides cover.

The **policy** does not cover **you** for the losses set out in clause 3.

Your entitlement to indemnity is subject to conditions. In particular, **you** must comply with the obligations relating to claims in clause 4 and the general obligations set out in clause 5.

Words and phrases appearing in bold have the special meanings explained in clause 6.

1. Cover

1.1 Owner-builder work

- (a) Subject to the terms of the **policy** and in accordance with the **Act** and the **Regulation**, the **policy** will cover **you** if **you** suffer loss or damage in respect of the **work** arising from a breach of a **statutory warranty**, being loss or damage in respect of which **you** cannot recover compensation from the **owner-builder** or have the **owner-builder** rectify because of the **insolvency**, death or **disappearance** of the **owner-builder**.
- (b) Subject to the terms of the **policy**, in accordance with the **Act** and the **Regulation** and without limiting paragraph (a), the **policy** will cover **you** for the following loss or damage, being loss or damage in respect of which **you** cannot recover compensation from the **owner-builder**, or have the **owner-builder** rectify, because of the **insolvency**, death or **disappearance** of the **owner-builder**:
 - (i) loss or damage resulting from faulty design, where the design was provided by the **owner-builder**;
 - (ii) the cost of alternative accommodation, removal and storage costs reasonably and necessarily incurred as a result of an event referred to in paragraph (a) above; and
 - (iii) any legal or other reasonable costs incurred by **you** in seeking to recover compensation from the **owner-builder** for the loss or damage or in taking action to rectify the loss or damage.
- (c) The **policy** will also cover **you** for any acts and omissions of all persons contracted by the **owner-builder** to perform the **work** resulting in the loss or damage referred to in paragraph (a) or (b).

1.2 Amount of cover for owner-builder work

- (a) At **our** discretion, **we** will either make good the loss or damage by engaging or paying a builder to repair or rectify the loss or damage, or pay to **you** the amount of that loss or damage, subject to paragraphs (b) and (c) and the limits on cover set out in subclause 1.3.

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- (b) **You** must meet the first \$250 of each claim made.
- (c) All references in the **policy** to dollar amounts are inclusive of any applicable goods and services tax (*GST*).

1.3 Limit on cover

- (a) Subject to paragraph (b), the **policy** will not cover **you** for more than \$340,000 (or such other amount as may be prescribed by the **Act** and the **Regulation** at the time the **policy** is entered into) in the aggregate for all claims made.
- (b) In respect of a **dwelling** in a building or complex containing more than one dwelling, the amount referred to in paragraph (a) may be reduced by not more than an amount calculated by dividing the amount of any claim paid by **us** in relation to **common property** of the building or complex, by the number of dwellings contained in the building or complex.

2. Period of insurance

2.1 Structural defects

In respect of loss or damage arising from a **structural defect**, the **policy** provides cover for a period of six years after the completion of the **work** or such other period as may be prescribed by the **Act** and the **Regulation**.

2.2 Other loss and damage

In respect of loss or damage arising other than from a **structural defect**, the **policy** provides cover for a period of two years after the completion of the **work** or such other period as may be prescribed by the **Act** and the **Regulation**.

2.3 Completion of the work

Work is taken to be complete on the date of **practical completion**.

3. Loss and damage for which the policy provides no cover

The **policy** will not cover **you** for:

- (a) claims that may otherwise arise in the nature of liquidated damages for delay or damages for delay, however this limitation does not extend to any increase in rectification costs caused by the effluxion of time;
- (b) a claim for loss or damage resulting from any of the following:
 - (i) war;
 - (ii) an **act of terrorism**;
 - (iii) civil unrest;
 - (iv) a nuclear event;

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- (v) failure by **you** to maintain appropriate protection against pest infestation or exposure of natural timbers;
 - (vi) consequential loss, including, without limitation, loss of rent or other income, loss of enjoyment, loss of business opportunity, inconvenience or distress; or
 - (vii) malfunction in any mechanical or electrical equipment or appliance, if **we** prove that the malfunction is not attributable to the workmanship of, or installation by, the **owner-builder**;
- (c) loss or damage that could reasonably be expected to result from fair wear and tear of the **work**, or from **your** failure to maintain the **work**;
 - (d) a claim in relation to a defect in, or the repair of damage to, a **structural element** in the non residential part of a building that supports or gives access to the residential part, unless it is a defect or damage that adversely affects the structure of the residential part or the access to it;
 - (e) damage caused by the normal drying out of the **work** if the **owner-builder** has taken all reasonable precautions in allowing for the normal drying out when carrying out the **work**;
 - (f) damage due to or made worse by **your** failure to take reasonable and timely action to minimise the damage;
 - (g) a claim in relation to an appliance or apparatus (such as a dishwasher or air conditioning unit) if the claim is made after the expiry of the manufacturer's warranty period for the appliance or apparatus concerned, or, if there is no warranty period, outside the reasonable lifetime of the appliance or apparatus;
 - (h) a claim in relation to damage to **work** or materials that is made outside the reasonable lifetime of that **work** or materials or the manufacturer's warranty period for the materials;
 - (i) a claim in relation to a defect due to a faulty design provided by **you**; or
 - (j) a claim in relation to any defect that is referred to in any report on the **work** required by **us** to be obtained before the **policy** was issued.

The **policy** does not cover an interest in the **work** that is not **your** interest and **we** are not liable under the **policy** to any person other than **you**. The **policy** does not cover any claim by the **owner-builder**.

4. Claims conditions

4.1 Making a claim

- (a) The **policy** provides cover in respect of loss giving rise to a claim only if **you** make a claim in respect of the loss during the **period of insurance**.

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- (b) **You** may make a claim in respect of a loss that becomes apparent in the last six months of the **period of insurance** within six months after the loss becomes apparent.
- (c) If the **insolvency**, death or **disappearance** of the **owner-builder** does not occur until after the expiry of the **period of insurance** (or occurs during the last six months of the **period of insurance**), **you** may make a claim after the **period of insurance** in respect of a loss which becomes apparent during the **period of insurance**, provided that:
 - (i) **you** notify **us** of the loss during the **period of insurance** (or, if the loss becomes apparent within the last six months of the **period of insurance**, within six months after the loss became apparent), with the notification setting out such information as may be reasonably necessary to put **us** on notice as to the nature and circumstances of the loss;
 - (ii) any notification which **you** give under clause 4.1(c)(i) must be in writing and in such form as may be prescribed by the **Regulation** from time to time; and
 - (iii) since the loss became apparent, **you** have diligently pursued the enforcement of the **statutory warranty** concerned in respect of the loss.
- (d) Subject to clause 63(4) of the **Regulation**, if **you** notify **us** of a loss, **you** are taken for the purposes of the **policy** to have given notice of every loss caused by the same defect as caused the loss of which **you** notified **us**, whether or not a claim in respect of the notified loss has been settled.

4.2 Awareness of facts and circumstances giving rise to a claim

- (a) **We** may not reduce **our** liability under the **policy** or reduce any amount otherwise payable in respect of a claim, merely because of a delay by **you** in notifying **us** of the claim, if the claim is notified to **us** within six months after **you** first become aware (or ought reasonably become aware), of the fact or circumstance under which the claim arises.
- (b) **We** may reduce **our** liability under the **policy** or reduce any amount otherwise payable in respect of a claim notified outside of this period.

4.3 Certificate of insurance

- (a) If **we** have provided to **you** or another person a certificate of insurance evidencing insurance for the **work**, or if **we** have otherwise accepted cover, **we** are not entitled to refuse to pay a claim in respect of the **work** or to cancel the **policy** solely because the premium was not paid.

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5. General conditions

5.1 Non-disclosure or misrepresentation

- (a) We are not entitled to either refuse to pay a claim under the policy or to cancel the **policy** on the ground that the **policy** was obtained by misrepresentation or non-disclosure by the **owner-builder**.
- (b) When **you** provide information to **us** including when **you** answer **our** questions, **you** must be honest and ensure that the information that **you** provide to **us** is accurate and complete.

5.2 Recovery

- (a) If **we** pay a claim, **we** are entitled to be subrogated to **your** rights against any person in relation to the claim to the extent of the amount paid by **us**. **You** must provide **us** with reasonable assistance to recover damages or contribution from any other person.
- (b) **You** must not limit or exclude **your** rights against a person from whom **you** might otherwise be able to recover in respect of loss or damage. If **you** do, **we** may reduce **our** liability to **you** to the extent that **we** cannot recover from that other person as a result of the limitation or exclusion by **you**.

5.3 Other conditions

- (a) Without limiting **your** obligations under subclause 4.1, if **you** suffer loss or damage arising from a breach of a **statutory warranty** in respect of the **work**, **you** must act to enforce the **statutory warranty** and if **you** fail to take sufficient action **we** may reduce **our** liability by an amount that fairly represents the extent to which **our** interests have been prejudiced.

Note: for example, you might do this by lodging a home building division application with the Consumer, Trader and Tenancy Tribunal and/or commencing court proceedings to try to have the owner-builder rectify any defective work.

- (b) **You** must give **us** any assistance, information or documents which **we** request. This includes giving **us** and **our** nominated builder reasonable access to inspect, rectify or complete the **work** unless **you** have reasonable grounds to refuse access.
- (c) The **policy** is subject to the laws of New South Wales.

6. Terms with special meanings

In the policy the words in bold have the meaning indicated below.

Act means the *Home Building Act 1989* (NSW) as amended from time to time.

Act of terrorism means an act that, having regard to the nature of the act, and the context in which the act was done, it is reasonable to characterise as an act of terrorism.

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Common property means:

- (a) common property within the meaning of the *Strata Schemes (Freehold Development) Act 1973* (NSW) or the *Strata Schemes (Leasehold Development) Act 1986* (NSW), or
- (b) association property within the meaning of the *Community Land Development Act 1989* (NSW).

Disappearance includes a reference to the fact that, after due search and inquiry, the **owner-builder** cannot be found.

Dwelling means the dwelling(s) (as defined under the **Act**) described in the **insurance application**.

Insolvency means:

- (a) in relation to an individual, that the individual is insolvent under administration (within the meaning of the *Corporations Act 2001* (Cth)), or
- (b) in relation to a corporation, that the corporation is an externally-administered body corporate (within the meaning of the *Corporations Act 2001* (Cth)).

Insurance application means the application form completed by the **owner-builder** applying for this insurance.

Owner-builder means the owner-builder described in the **insurance application** holding a **permit** for the **work**.

Owner-builder work has the same meaning as it does under the **Act**.

Period of insurance means the period of cover specified in clause 2.

Permit means an owner-builder permit issued under Division 3 of Part 3 of the **Act**.

Policy means this policy wording, any endorsements and the certificate of insurance.

Practical completion means, subject to section 3B of the **Act**, when the **work** is completed except for any omissions or defects that do not prevent the **work** from being reasonably capable of being used for its intended purpose or the earliest of whichever of the following dates can be established for the **work**:

- (a) the date of issue of an occupation certificate under the *Environmental Planning and Assessment Act 1979* (NSW) that authorises commencement of the use or occupation of the **work**; or
- (b) the date that is 18 months after the issue of the **owner-builder** permit for the **work**.

Regulation means the *Home Building Regulation 2004* (NSW), as amended from time to time.

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Statutory warranty means any of the following warranties, where **you** are entitled to the benefit of these statutory warranties as if the **owner-builder** were required to hold a contractor licence (as defined in the Act) and had done the **work** under a contract with **you** to do the **work**:

- (a) that the **work** will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract;
- (b) that all materials supplied will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new;
- (c) that the **work** will be done in accordance with, and will comply with, the **Act** and any other law;
- (d) that the **work** will be done with due diligence and within the time stipulated in the contract or, if no time is stipulated, within a reasonable time;
- (e) that, if the **work** consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the **work** will result, to the extent of the **work** conducted, in a dwelling that is reasonably fit for occupation as a dwelling; and
- (f) that the **work** and any materials used in doing the **work** will be reasonably fit for the specified purpose or result, if **you** expressly made known to the **owner-builder** (or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the **owner-builder**), the particular purpose for which the **work** was required or the result that **you** desired the **work** to achieve, so as to show that **you** relied on the **owner-builder's** skill and judgment.

Structural defect means any defect in a structural element of a building that is attributable to defective design, defective or faulty workmanship or defective materials (or any combination of these) and that:

- (a) results in, or is likely to result in, the building or any part of the building being required by or under any law to be closed or prohibited from being used;
- (b) prevents, or is likely to prevent, the continued practical use of the building or any part of the building;
- (c) results in, or is likely to result in:
 - (i) the destruction of the building or any part of the building; or
 - (ii) physical damage to the building or any part of the building; or
- (d) results in, or is likely to result in, a threat of imminent collapse that may reasonably be considered to cause destruction of the building or physical damage to the building or any part of the building.

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For the purposes of this definition of **structural defect**, 'structural element of a building' means:

- (a) any internal or external load-bearing component of the building that is essential to the stability of the building or any part of it, including things such as foundations, floors, walls, roofs, columns and beams; and
- (b) any component (including weatherproofing) that forms part of the external walls or roof of the building.

Structural element in relation to a building, means a component or part of an assembly which provides necessary supporting structure to the whole or any part of the building.

We, our or us means the Self Insurance Corporation incorporated under the *NSW Self Insurance Corporation Act 2004* (NSW).

Work means the **owner-builder work** which has been done by the **owner-builder** to the **dwelling**.

You or your means the purchaser of land on which the **work** has been done, and any successor in title to that person.

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How to read the policy

The **policy** covers **you** for the types of loss, and for the amounts of loss, described in clause 1.

Clause 2 explains the period for which the **policy** provides cover.

The **policy** does not cover **you** for the losses set out in clause 3.

Your entitlement to indemnity is subject to conditions. In particular, **you** must comply with the obligations relating to claims in clause 4 and the general obligations set out in clause 5.

In some cases, cover under the **policy** may be limited by clause 6.

Words and phrases appearing in bold have the special meanings explained in clause 7.

1. Cover

1.1 Residential building work

- (a) Subject to the terms of the **policy** and in accordance with the **Act** and the **Regulation**, the **policy** will cover **you** if **you** suffer the following losses or damage in respect of the **work**:
 - (i) loss or damage resulting from non-completion of the **work** because of the **insolvency**, death or **disappearance** of the **builder**; and
 - (ii) loss or damage arising from a breach of a **statutory warranty**, being loss or damage in respect of which **you** cannot recover compensation from the **builder** or have the **builder** rectify because of the **insolvency**, death or **disappearance** of the **builder**.
- (b) Subject to the terms of the **policy**, in accordance with the **Act** and the **Regulation** and without limiting paragraph (a), the **policy** will cover **you** for the following loss or damage, being loss or damage in respect of which **you** cannot recover compensation from the **builder**, or have the **builder** rectify, because of the **insolvency**, death or **disappearance** of the **builder**:
 - (i) loss or damage resulting from faulty design, where the design was provided by the **builder**;
 - (ii) loss or damage resulting from non-completion of the **work** because of early termination of the **contract** because of the **builder's** wrongful failure or refusal to complete the **work**;
 - (iii) the cost of alternative accommodation, removal and storage costs reasonably and necessarily incurred as a result of an event referred to in paragraph (a);
 - (iv) the loss of a deposit or progress payment due to an event referred to in paragraph (a); and

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- (v) any legal or other reasonable costs incurred by **you** in seeking to recover compensation from the **builder** for the loss or damage or in taking action to rectify the loss or damage.
- (c) The **policy** will also cover **you** for any acts and omissions of all persons contracted by the **builder** to perform the **work** resulting in the loss or damage referred to in paragraph (a) or (b).

1.2 Amount of cover

- (a) At **our** discretion, **we** will either make good the loss or damage by engaging or paying a builder to repair or rectify the loss or damage, or pay to **you** the amount of that loss or damage, subject to paragraphs (b) and (c) and the limits on cover set out in subclause 1.3.
- (b) Subject to paragraph (c), and except where clause 6 applies (to residential flat building work), the **policy** will not cover **you** for more than \$340,000 (or such other amount as may be prescribed by the **Act** and the **Regulation** at the time the **policy** is entered into) in the aggregate for all claims made.
- (c) In respect of a **dwelling** in a building or complex containing more than one dwelling, the amount referred to in paragraph (b) may be reduced by not more than an amount calculated by dividing the amount of any claim paid by **us** in relation to **common property** of the building or complex, by the number of dwellings contained in the building or complex.

1.3 General limits on cover

- (a) **You** must meet the first \$250 of each claim made.
- (b) If the claim is in respect of loss or damage resulting from non-completion of the **work**, the **policy** will not cover **you** for more than 20% of the **contract** price (including any agreed variation to the **contract** price) for the **work**.
- (c) The **policy** will not cover **you** for the amount of a deposit that exceeds the maximum payment permitted by section 8 of the **Act**.
- (d) **We** will not be liable for the amount of any part of a progress payment that exceeds the amount specified for such a payment under the **contract**.
- (e) All references in the **policy** to dollar amounts and the **contract** price are inclusive of any applicable goods and services tax (*GST*).

2. Period of insurance

2.1 Non-completion

In respect of loss or damage arising from non-completion of the **work**, the **policy** provides cover for a period of 12 months after the failure to commence, or cessation of, the **work**.

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2.2 Structural defects

In respect of loss or damage arising from a **structural defect**, the **policy** provides cover for a period of six years after the completion of the **work** or such other period as may be prescribed by the **Act** and the **Regulation**.

2.3 Other loss and damage

In respect of loss or damage arising other than from a **structural defect** or non-completion of the **work**, the **policy** provides cover for a period of two years after the completion of the **work** or such other period as may be prescribed by the **Act** and the **Regulation**.

2.4 Completion of the work

Work is taken to be complete:

- (a) on the date that the **work** is completed within the meaning of the **contract** under which the **work** was done; or
- (b) if:
 - (i) the **contract** does not provide for when **work** is completed;
 - (ii) there is no **contract**; or
 - (iii) in any other case,
on the date of **practical completion**.

3. Loss and damage for which the policy provides no cover

The **policy** will not cover **you** for:

- (a) claims that may otherwise arise under the **contract** in the nature of liquidated damages for delay or damages for delay, however this limitation does not extend to any increase in rectification costs caused by the effluxion of time;
- (b) a claim for loss or damage resulting from any of the following:
 - (i) war;
 - (ii) an **act of terrorism**;
 - (iii) civil unrest;
 - (iv) a nuclear event;
 - (v) failure by **you** to maintain appropriate protection against pest infestation or exposure of natural timbers;
 - (vi) consequential loss, including, without limitation, loss of rent or other income, loss of enjoyment, loss of business opportunity, inconvenience or distress; or

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- (vii) malfunction in any mechanical or electrical equipment or appliance, if **we** prove that the malfunction is not attributable to the workmanship of, or installation by, the **builder**;
- (c) loss or damage that could reasonably be expected to result from fair wear and tear of the **work**, or from **your** failure to maintain the **work**;
- (d) a claim in relation to a defect in, or the repair of damage to, a **structural element** in the non residential part of a building that supports or gives access to the residential part, unless it is a defect or damage that adversely affects the structure of the residential part or the access to it;
- (e) damage caused by the normal drying out of the **work** if the **builder** has taken all reasonable precautions in allowing for the normal drying out when carrying out the **work**;
- (f) damage due to or made worse by **your** failure to take reasonable and timely action to minimise the damage;
- (g) a claim in relation to an appliance or apparatus (such as a dishwasher or air conditioning unit) if the claim is made after the expiry of the manufacturer's warranty period for the appliance or apparatus concerned, or, if there is no warranty period, outside the reasonable lifetime of the appliance or apparatus;
- (h) a claim in relation to damage to **work** or materials that is made outside the reasonable lifetime of that **work** or materials or the manufacturer's warranty period for the materials; or
- (i) a claim in relation to a defect due to a faulty design provided by **you**.

The **policy** does not cover an interest in the **work** that is not **your** interest and **we** are not liable under the **policy** to any person other than **you**. The **policy** does not cover any claim by the **builder**. The **policy** does not cover a claim by any person who is, in relation to the **work**, a **developer** or the holder of a contractor licence (as defined in the **Act**) or another person who does **residential building work** in relation to the **work** other than under a contract, or a company or a body corporate that is related (within the meaning of s.50 or s.228 of the *Corporations Act 2001* (Cth)) to any of those persons.

4. Claims conditions

4.1 Making a claim

- (a) The **policy** provides cover in respect of loss giving rise to a claim only if **you** make a claim in respect of the loss during the **period of insurance**.
- (b) Except in the case of claims arising from non-completion of **work**, **you** may make a claim in respect of a loss that becomes apparent in the last six months of the **period of insurance** within six months after the loss becomes apparent.
- (c) Except in the case of claims arising from non-completion of **work**, if the **insolvency**, death or **disappearance** of the builder does not occur until after the expiry of the **period of insurance** (or occurs during the last six months of

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the **period of insurance**), **you** may make a claim after the **period of insurance** in respect of a loss which becomes apparent during the **period of insurance**, provided that:

- (i) **you** notify **us** of the loss during the **period of insurance** (or, if the loss becomes apparent within the last six months of the **period of insurance**, within six months after the loss became apparent), with the notification setting out such information as may be reasonably necessary to put **us** on notice as to the nature and circumstances of the loss;
- (ii) any notification which **you** give under clause 4.1(c)(i) must be in writing and in such form as may be prescribed by the **Regulation** from time to time; and
- (iii) since the loss became apparent, **you** have diligently pursued the enforcement of the **statutory warranty** concerned in respect of the loss.
- (d) Subject to clause 63(4) of the **Regulation**, if **you** notify **us** of a loss, **you** are taken for the purposes of the **policy** to have given notice of every loss caused by the same defect as caused the loss of which **you** notified **us**, whether or not a claim in respect of the notified loss has been settled.

4.2 Awareness of facts and circumstances giving rise to a claim

- (a) **We** may not reduce **our** liability under the **policy** or reduce any amount otherwise payable in respect of a claim, merely because of a delay by **you** in notifying **us** of the claim, if the claim is notified to **us**:
 - (i) unless paragraph 4.2(a)(ii) applies, within six months after **you** first become aware (or ought reasonably become aware), of the fact or circumstance under which the claim arises; or
 - (ii) if the claim is for loss or damage resulting from non-completion of **work**, within 12 months after the later of:
 - (A) the date of the **contract**;
 - (B) the date provided in the **contract** for commencement of **work**; or
 - (C) the date on which **work** ceased,

but **we** may reduce **our** liability under the **policy** or reduce any amount otherwise payable in respect of a claim notified outside of these periods.

4.3 Certificate of insurance

- (a) If **we** have provided to **you** or another person a certificate of insurance evidencing insurance for the **work**, or if **we** have otherwise accepted cover, **we** are not entitled to refuse to pay a claim in respect of the **work** or to cancel the **policy** solely because the premium was not paid.
- (b) If **we** have provided to **you** or another person a certificate of insurance evidencing insurance for the **work**, or if **we** have otherwise accepted cover, **we**

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are not entitled to refuse to pay a claim in respect of **work** done after the **contract** has commenced or to cancel the **policy** solely because the **contract** was entered into before the **period of insurance** commenced.

5. General conditions

5.1 Non-disclosure or misrepresentation

- (a) **We** are not entitled to either refuse to pay a claim under the **policy** or to cancel the **policy** on the ground that the **policy** was obtained by misrepresentation or non-disclosure by the **builder**.
- (b) When **you** provide information to **us**, including when **you** answer **our** questions, **you** must be honest and ensure that the information that **you** provide to **us** is accurate and complete.

5.2 Recovery

- (a) If **we** pay a claim, **we** are entitled to be subrogated to **your** rights against any person in relation to the claim to the extent of the amount paid by **us**. **You** must provide **us** with reasonable assistance to recover damages or contribution from any other person.
- (b) **You** must not limit or exclude **your** rights against a person from whom **you** might otherwise be able to recover in respect of loss or damage. If **you** do, **we** may reduce **our** liability to **you** to the extent that **we** cannot recover from that other person as a result of the limitation or exclusion by **you**.

5.3 Other conditions

- (a) Without limiting **your** obligations under subclause 4.1, if **you** suffer loss or damage arising from a breach of a **statutory warranty** in respect of the **work**, **you** must act to enforce the **statutory warranty** and if **you** fail to take sufficient action **we** may reduce **our** liability by an amount that fairly represents the extent to which **our** interests have been prejudiced.

Note: for example, you might do this by lodging a complaint with NSW Fair Trading, a home building division application with the Consumer, Trader and Tenancy Tribunal and/or commencing court proceedings to try to have the builder finish any incomplete work or rectify any defective work.

- (b) **You** must give **us** any assistance, information or documents which **we** request. This includes giving **us** and **our** nominated builder reasonable access to inspect, rectify or complete the **work** unless **you** have reasonable grounds to refuse access.
- (c) The **policy** is subject to the laws of New South Wales.

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6. Residential flat building work

- (a) This clause applies to the following **work** in relation to an existing single **residential flat building** where the **contract** price (inclusive of GST) exceeds \$20,000:
- (i) **work** on the **common property** of the existing single **residential flat building** (where the building comprises strata, community scheme or company title home units), and
 - (ii) **work** on an existing single **residential flat building** if the whole building is owned by the same person.
- (b) If the amount obtained by dividing the **contract** price by the number of dwellings in the building does not exceed \$20,000, the **policy** will not cover **you** for more than \$340,000 (or such other amount as may be prescribed by the **Act** and the **Regulation** at the time the **policy** is entered into) in the aggregate for all claims made.
- (c) If the amount obtained by dividing the **contract** price by the number of dwellings in the building exceeds \$20,000, the **policy** will not cover **you** for more than \$340,000 (or such other amount as may be prescribed by the **Act** and the **Regulation** at the time the **policy** is entered into) in the aggregate for all claims made in respect of each dwelling in the building.
- (d) In this clause, 'dwelling', in relation to a strata, community scheme or company title home unit, includes any garage or storage area that is included in the same title as the unit.

7. Terms with special meanings

In the **policy** the words in bold have the meaning indicated below.

Act means the *Home Building Act 1989* (NSW) as amended from time to time.

Act of terrorism means an act that, having regard to the nature of the act, and the context in which the act was done, it is reasonable to characterise as an act of terrorism.

Builder means the builder described in the **insurance application**.

Building claim means a claim for:

- (a) the payment of a specified sum of money;
- (b) the supply of specified services;
- (c) relief from payment of a specified sum of money;
- (d) the delivery, return or replacement of specified goods or goods of a specified description; or
- (e) a combination of two or more of the remedies referred to in paragraphs (a) to (d), that arises from a supply of building goods or services whether under a **contract** or not, or that arises under a contract that is collateral to a contract for the supply of building goods

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or services, but does not include a claim that the **Regulation** declares not to be a building claim.

Building claim order means an order of a court or the Consumer, Trader and Tenancy Tribunal to pay an amount of money in respect of a **building claim**.

Common property means:

- (a) common property within the meaning of the *Strata Schemes (Freehold Development) Act 1973* (NSW) or the *Strata Schemes (Leasehold Development) Act 1986* (NSW), or
- (b) association property within the meaning of the *Community Land Development Act 1989* (NSW).

Contract means a contract between **you** and the **builder** pursuant to which the **work** is done or is to be done.

Developer means an individual, a partnership or a corporation on whose behalf **residential building work** is done in the following circumstances:

- (a) in connection with an existing or proposed dwelling in a building or residential development where four or more of the existing or proposed dwellings are or will be owned by the individual, partnership or corporation, or
- (b) in connection with an existing or proposed retirement village or accommodation specially designed for the disabled where all of the residential units are or will be owned by the individual, partnership or corporation.

An owner of land on which **residential building work** is done in the above circumstances, is a **developer**.

A company that owns a building under a company title scheme is not a developer for the purposes of the **policy**.

Disappearance includes a reference to the fact that, after due search and inquiry, the **builder** cannot be found.

Dwelling means the dwelling(s) (as defined under the **Act**) described in the **insurance application**.

Insolvency means:

- (a) in relation to an individual, that the individual is insolvent under administration (within the meaning of the *Corporations Act 2001* (Cth)); or
- (b) in relation to a corporation, that the corporation is an externally-administered body corporate (within the meaning of the *Corporations Act 2001* (Cth)).

For the purposes of the application of the **policy** to any loss that is the subject of a **building claim order** made against the **builder** that remains unsatisfied, **insolvency** includes the suspension of the **builder's** licence under section 42A of the **Act**.

Insurance application means the application form completed by **you** or the **builder** applying for this insurance.

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Period of insurance means the period of cover specified in clause 2.

Policy means this policy wording, any endorsements and the certificate of insurance.

Practical completion means, subject to section 3B of the Act, when the **work** is completed except for any omissions or defects that do not prevent the **work** from being reasonably capable of being used for its intended purpose or the earliest of whichever of the following dates can be established for the **work**:

- (a) the date on which the **builder** handed over possession of the work to **you**;
- (b) the date on which the **builder** last attended the site to carry out **work** (other than **work** to remedy any defect that does not affect practical completion); or
- (c) the date of issue of an occupation certificate under the *Environmental Planning and Assessment Act 1979* (NSW) that authorises commencement of the use or occupation of the **work**.

Regulation means the *Home Building Regulation 2004* (NSW), as amended from time to time.

Residential building work has the same meaning as it does under the Act.

Residential flat building means any building containing two or more dwellings.

Residential flat building work means **work** which is done or is to be done on the **common property** of an existing single **residential flat building**, where the **contract** price is more than \$20,000.

Statutory warranty means any of the following warranties:

- (a) that the **work** will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the **contract**;
- (b) that all materials supplied will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the **contract**, those materials will be new;
- (c) that the **work** will be done in accordance with, and will comply with, the Act and any other law;
- (d) that the **work** will be done with due diligence and within the time stipulated in the **contract** or, if no time is stipulated, within a reasonable time;
- (e) that, if the **work** consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the **work** will result, to the extent of the **work** conducted, in a dwelling that is reasonably fit for occupation as a dwelling; and
- (f) that the **work** and any materials used in doing the **work** will be reasonably fit for the specified purpose or result, if **you** expressly made known to the **builder** (or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the **builder**), the particular purpose for which the **work** was required or the result that **you** desired the **work** to achieve, so as to show that **you** relied on the **builder's** skill and judgment.

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Structural defect means any defect in a structural element of a building that is attributable to defective design, defective or faulty workmanship or defective materials (or any combination of these) and that:

- (a) results in, or is likely to result in, the building or any part of the building being required by or under any law to be closed or prohibited from being used;
- (b) prevents, or is likely to prevent, the continued practical use of the building or any part of the building;
- (c) results in, or is likely to result in:
 - (i) the destruction of the building or any part of the building; or
 - (ii) physical damage to the building or any part of the building; or
- (d) results in, or is likely to result in, a threat of imminent collapse that may reasonably be considered to cause destruction of the building or physical damage to the building or any part of the building.

For the purposes of this definition of **structural defect**, 'structural element of a building' means:

- (a) any internal or external load-bearing component of the building that is essential to the stability of the building or any part of it, including things such as foundations, floors, walls, roofs, columns and beams; and
- (b) any component (including weatherproofing) that forms part of the external walls or roof of the building.

Structural element in relation to a building, means a component or part of an assembly which provides necessary supporting structure to the whole or any part of the building.

We, our or us means the Self Insurance Corporation incorporated under the *NSW Self Insurance Corporation Act 2004* (NSW).

Work means the **residential building work** which is done or is to be done by the **builder** to the **dwelling** under the **contract**.

You or your means the person on whose behalf the **work** is done or is to be done including any owner of the land at the time the **contract** is entered into, on which **residential building work** is done, and any successor in title to that person.

WORKERS COMPENSATION (CHIROPRACTIC FEES) ORDER 2012

under the

Workers Compensation Act 1987

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

Dated this 24th day of January 2012.

JULIE NEWMAN,
A/Chief Executive Officer,
WorkCover Authority

Explanatory Note

Treatment by a registered chiropractor is one of the categories of medical and related treatment covered under the Workers Compensation Act 1987. This Order sets the maximum fees for which an employer is liable under the Act for treatment by a chiropractor of an injured worker's work related injury.

Schedule A to this Order provides for maximum fees for chiropractors generally. Schedule B to this Order provides higher maximum fee levels for WorkCover approved chiropractors. WorkCover approved chiropractors have participated in training courses approved or run by WorkCover.

This Order makes provision for chiropractic management plans and the approval by workers compensation insurers of certain chiropractic services. This Order makes provision for chiropractic management plans and the approval by workers compensation insurers of certain chiropractic services. Injured workers are not liable for the cost of any medical or related treatment. Employers are liable for the cost of treatment. Employers are only liable to pay the amounts for chiropractic services set out in this order.

1. Name of Order

This Order is the Workers Compensation (Chiropractic Fees) Order 2012.

2. Commencement

This Order commences on 1 January 2012.

3. Definitions

In this Order:

Case Conference means a face-to-face meeting or teleconference with the nominated treating doctor, workplace rehabilitation provider, employer, insurer and/or worker to discuss a worker's return to work plan and / or strategies to improve a worker's ability to return to work. File notes of case conferences are to be documented in the chiropractor's records indicating discussion and outcomes. This information may be required for invoicing purposes. Discussions between treating doctors and practitioners relating to treatment are considered a normal interaction between referring doctor and practitioner and are not to be charged as a case conference item.

Chiropractor means a chiropractor registered under the Health Practitioner Regulation National Law Act 2009.

Chiropractic Management Plan means a document used by the chiropractor to indicate treatment timeframes and anticipated outcomes for an injured worker to the relevant workers compensation insurer.

A chiropractic management plan provides the mechanism to request approval from the relevant workers compensation insurer for treatment beyond:

- (a) the initial eight (8) consultations (when an injured worker has not attended for any previous treatment of a physical nature for this injury) or
- (b) the initial consultation/treatment (when an injured worker has attended for previous treatment of a physical nature for this injury).

A chiropractic management plan can request approval for up to an additional eight (8) chiropractic consultations unless otherwise approved by the insurer.

Chiropractic services refer to all treatment services provided by a registered chiropractor and listed in Schedules A and B.

Complex treatment means treatment related to complex pathology and clinical presentation including, but not limited to, extensive burns, complicated hand injuries involving multiple joints and tissues and some complex neurological conditions, spinal cord injuries, head injuries and major trauma. Provision of complex treatment requires pre-approval from the insurer. It is expected that only a small number of claimants will require treatment falling within this category.

Group/class intervention occurs where a chiropractor delivers a common service to more than one person at the same time. Examples are exercise and education groups. Maximum class size is six (6) participants. A chiropractic management plan is required for each worker participant.

GST has the same meaning as in the New Tax System (Goods and Services Tax) Act 1999 (Cth).

Home visit applies in cases where, due to the effects of the injuries sustained, the worker is unable to travel. The home visit must be the best and most cost-effective option allowing the chiropractor to travel to the worker's home to deliver treatment. Provision of home treatment requires pre-approval from the insurer.

Initial consultation and treatment means the first session provided by the chiropractor in respect of an injury which includes:

- history taking,
- physical assessment,
- diagnostic formulation,
- goal setting and planning treatment,
- treatment/service,
- clinical recording,
- communication with referrer, and
- preparation of a Chiropractic Management Plan when indicated.

Normal practice means premises in or from which a chiropractor regularly operates a chiropractic practice and treats patients. It also includes facilities where service may be delivered on a regular or contract basis.

Report Writing occurs when a chiropractor is requested by the insurer to compile a written report other than the Chiropractic Management Plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service.

Standard consultation and treatment means treatment sessions provided subsequent to the Initial consultation and includes:

- re-assessment,
- treatment/service,
- clinical recording, and
- preparation of a Chiropractic Management Plan.

The Act means the Workers Compensation Act 1987.

Travel occurs when the most appropriate clinical management of the patient requires the chiropractor to travel away from their normal practice. Travel costs do not apply where the chiropractor provides contracted service to facilities such as a private hospital, hydrotherapy pool, workplace or gymnasium. Where multiple patients are being treated in the same visit, it is expected that the travel charge will be divided accordingly. The insurer must provide pre-approval for such a service.

Two distinct areas means where two separate compensable injuries or conditions are assessed and treated and where treatment applied to one condition does not affect the symptoms of the other injury e.g. neck condition plus post fracture wrist. It does not include a condition with referred symptoms to another area.

WorkCover means the WorkCover Authority of New South Wales.

WorkCover approved chiropractor means a chiropractor who has participated in the WorkCover Training Courses and any other course approved by WorkCover (if any) for the purpose of this Order.

Work Related Activity assessment, consultation and treatment means a one hour session provided on a one to one basis for Work Related Activity delivered to a patient that is new to the practice and includes:

- review of the previous treatment,
- assessment of current condition including functional status,
- goal setting,
- treatment / work related activity planning,
- clinical recording,
- communication with key parties, and
- preparation of a management plan when indicated.

4. Application of Order

This Order applies to treatment provided on or after 1 January 2012 whether it relates to an injury received before, on or after that date.

5. Maximum fees for chiropractic treatment generally

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a chiropractor, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a chiropractor to provide treatment of a type specified in any of items CHX005, CHX006, CHX071, CHX072 or CHX073 in Schedule A at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item CHX009 in Column 2 of Schedule A.
- (3) This clause does not apply to treatment by a WorkCover approved chiropractor.

6. Higher maximum fees for treatment by WorkCover approved chiropractors

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a chiropractor, who is a WorkCover approved chiropractor, being treatment of a type specified in Column 1 of Schedule B to this Order, is the corresponding amount specified in Column 2 of that Schedule.

- (2) If it is reasonably necessary for a chiropractor to provide treatment of a type specified in any of items CHA005, CHA006, CHA071, CHA072 or CHA073 in Schedule B at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item CHA009 in Column 2 of Schedule B.

7. Goods and Services Tax

- (1) Chiropractic treatment services provided by a registered Chiropractor directly to a worker are GST free.
- (2) Case conference, report writing and travel services provided by a chiropractor are subject to GST.

SCHEDULE A – Maximum fees for Chiropractors generally

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Normal Practice		
CHX001	Initial consultation and treatment	50
CHX002	Standard consultation and treatment	40
CHX031	Initial consultation and treatment of two (2) distinct areas	75
CHX032	Standard consultation and treatment of two (2) distinct areas	60
CHX033	Complex treatment	80
CHX010	Group/class intervention	30/participant
CHX004	Spine X-rays performed by a chiropractor	99.20
Home Visit		
CHX005	Initial consultation and treatment	62
CHX006	Standard consultation and treatment	50
CHX071	Initial consultation and treatment of two (2) distinct areas	94
CHX072	Standard consultation and treatment of two (2) distinct areas	75
CHX073	Complex treatment	100
Other		
CHX081	Case conference	100/hour
CHX082	Report writing	100 (maximum)
CHX009	Travel	1.00 per kilometre

SCHEDULE B – Maximum fees for WorkCover approved Chiropractors

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Normal Practice		
CHA001	Initial consultation and treatment	81.00
CHA002	Standard consultation and treatment	68.50
CHA031	Initial consultation and treatment of two (2) distinct areas	122.10
CHA032	Standard consultation and treatment of two (2) distinct areas	103.40
CHA033	Complex treatment	137.00
CHA010	Group/class intervention	48.60/participant
CHA004	Spine X-rays performed by a chiropractor	123.60

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Home Visit		
CHA005	Initial consultation and treatment	99.70
CHA006	Standard consultation and treatment	79.70
CHA071	Initial consultation and treatment of two (2) distinct areas	147.00
CHA072	Standard consultation and treatment of two (2) distinct areas	125.80
CHA073	Complex treatment	161.90
Other		
CHA081	Case conference, Report writing	161.90/hour 161.90 (maximum)
CHA082	Work Related Activity assessment, consultation and treatment	161.90 (maximum)
CHA009	Travel	1.50/kilometre

Note: Where fees are incorrectly claimed, WorkCover may take action to recover the amount of the overpayment. Fees will only be paid after services have been rendered.

WORKERS COMPENSATION (COUNSELLING FEES) ORDER 2012

under the

Workers Compensation Act 1987

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

Dated this 24th day of January 2012.

JULIE NEWMAN,
A/Chief Executive Officer,
WorkCover Authority

Explanatory Note

Treatment by a counsellor is one of the categories of medical and related treatment covered under the Workers Compensation Act 1987. This Order sets the maximum fees for which an employer is liable under the Act for treatment by counsellor of an injured worker's work related injury.

This Order makes provision for psychology/counselling management plans and the approval by workers compensation insurers of certain counselling services. No fees are payable for counselling treatment provided by a person who is not a WorkCover approved counsellor. Injured workers are not liable for the cost of any medical or related treatment. Employers are liable for the cost of treatment. Employers are only liable to pay the amounts for Counseling services set out in this order.

Workers Compensation (Counselling Fees) Order 2012**1. Name of Order**

This order is the Workers Compensation (Counselling Fees) Order 2012.

2. Commencement

This Order commences on 1 January 2012.

3. Definitions

In this Order:

Case Conference means a face-to-face meeting or teleconference with the nominated treating doctor, workplace rehabilitation provider, employer, insurer and/or worker to discuss a worker's return to work plan and / or strategies to improve a worker's ability to return to work. File notes of case conferences are to be documented in the counsellor's records indicating discussion and outcomes. This information may be required for invoicing purposes. Discussions between treating doctors and practitioners relating to treatment are considered a normal interaction between referring doctor and practitioner and are not to be charged as a case conference item.

Counselling services refers to all counselling services delivered by a WorkCover approved counsellor and each service is to be billed according to Schedule A.

Counsellor means a WorkCover approved counsellor.

Group intervention occurs where a counsellor delivers a common service to more than one person at the same time, for example; Group Therapy. Maximum class size is six (6) participants. A Psychology/Counselling Management Plan is required for each worker.

GST has the same meaning as in the New Tax System (Goods and Services Tax) Act 1999 (Cth).

Initial consultation means the first session provided by the WorkCover approved counsellor in respect of an injury and may include:

- history taking
- assessment
- goal setting and treatment planning
- treatment
- clinical recording
- communication with referrer and insurer.

The service is one to one for the entire session.

Psychology/counselling management plan means the document used by the counsellor to indicate treatment timeframe and anticipated outcomes for an injured worker to the relevant workers compensation insurer. A psychology/counselling management plan provides the mechanism to request approval from the relevant workers compensation insurer for up to six (6) consultations after the first six sessions have been provided.

Report writing occurs when a counsellor is requested by the insurer to compile a written report, other than the management plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service.

Standard consultation means a session provided subsequent to the Initial consultation by the WorkCover approved counsellor in respect of an injured worker and may include:

- reassessment

- treatment
- clinical recording and preparation of a management plan (if required).

The service is one to one for the entire session.

The Act means the Workers Compensation Act 1987.

Travel occurs when the most appropriate management of the injured worker requires the counsellor to travel away from their normal practice. Travel costs do not apply where the counsellor provides contracted service to facilities such as a private hospital or workplace. The insurer must provide pre-approval for such a service.

WorkCover means the WorkCover Authority of New South Wales.

WorkCover approved means a counsellor who has, either before or after the commencement of this Order, by a date notified by WorkCover, been approved by WorkCover to provide counselling services for the purpose of this Order.

4. Application of Order

This Order applies to treatment provided on or after 1 January 2012, whether it relates to an injury received before, on or after that date.

5. Maximum fees for counselling services

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a counsellor, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a counsellor to provide treatment of a type specified in any of items COU002, COU003 or COU005 in Schedule A at a place other than the usual practice, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometer (for the number of kilometers of travel reasonably involved) specified for item COU006 in Column 2 of Schedule A.

6. Goods and Services Tax (GST)

Counselling services provided by a Counsellor are subject to GST.

SCHEDULE A – Maximum fees for counsellors

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
COU002	Initial consultation	143.70
COU003	Standard consultation	128.70
COU004	Report Writing	128.70/hour (max 1 hour)
COU005	Case Conferencing	128.70/hour pro rata
COU006	Travel	1.50 per kilometre
COU007	Group	40.80/participant

Note: Where fees are incorrectly claimed, WorkCover may take action to recover the amount of the overpayment. Fees will only be paid after services have been rendered.

WORKERS COMPENSATION (EXERCISE PHYSIOLOGY FEES) ORDER 2012

under the

Workers Compensation Act 1987

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

Dated this 24th day of January 2012.

JULIE NEWMAN,
A/Chief Executive Officer,
WorkCover Authority

Explanatory Note

Treatment by a remedial gymnast is one of the categories of medical and related treatment covered under the Workers Compensation Act 1987. For the purposes of this Order, the term remedial gymnast is interchangeable with exercise physiologist. This Order sets the maximum fees for which an employer is liable under the Act for treatment by an exercise physiologist of an injured worker's work related injury.

This Order makes provision for exercise physiology management plans and the approval by workers compensation insurers of certain exercise physiology services. No fees are payable for exercise physiology services provided by a person who is not a WorkCover approved exercise physiologist. Injured workers are not liable for the cost of any medical or related treatment. Employers are liable for the cost of treatment. Employers are only liable to pay the amounts for exercise physiology services set out in this order.

Workers Compensation (Exercise Physiology Fees) Order 2012**1. Name of Order**

This order is the Workers Compensation (Exercise Physiology Fees) Order 2012.

2. Commencement

This Order commences on 1 January 2012.

3. Definitions

In this Order:

Case Conference means a face-to-face meeting or teleconference with the nominated treating doctor, workplace rehabilitation provider, employer, insurer and/or worker to discuss a worker's return to work plan and / or strategies to improve a worker's ability to return to work. File notes of case conferences are to be documented in the exercise physiologist's records indicating discussion and outcomes. This information may be required for invoicing purposes. Discussions between treating doctors and practitioners relating to treatment are considered a normal interaction between referring doctor and practitioner and are not to be charged as a case conference item.

Exercise physiologist means a WorkCover approved exercise physiologist.

Exercise physiology management plan means the document used by the exercise physiologist to indicate treatment timeframe and anticipated outcomes for an injured worker to the relevant workers compensation insurer. An exercise physiology management plan provides the mechanism to request approval from the relevant workers compensation insurer for up to eight (8) consultations. If treatment is ongoing a further exercise physiology management plan must be submitted and approved before treatment can be delivered and in each such case approval can only be given for up to eight (8) consultations.

Exercise physiology services refers to all services delivered by a WorkCover approved exercise physiologist and each service is to be billed according to Schedules A and B. Exercise physiology services are limited to clinical exercise prescription, instruction and supervision, health education and exercise-based lifestyle and behaviour modification services.

Group/class intervention occurs where an exercise physiologist delivers the same service that is, the same exercise and instruction, to more than one person at the same time. Maximum class size is six (6) participants. An Exercise Physiology Management Plan is required for each worker.

GST has the same meaning as in the New Tax System (Goods and Services Tax) Act 1999 (Cth).

Initial consultation and treatment means the first session provided by the exercise physiologist in respect of an injury which is of one hour duration, provided on a one to one basis and includes:

- history taking
- physical assessment
- goal setting and planning treatment
- treatment/service
- clinical recording
- communication with referrer
- preparation of a management plan when indicated.

Normal practice means premises in or from which an exercise physiologist regularly operates an exercise physiology practice and treats patients. It also includes facilities where service may be delivered on a regular or contract basis such as a hydrotherapy pool, gymnasium, private hospital or workplace.

Reduced supervision treatment occurs where an exercise physiologist delivers a service, which may or may not be the exact same exercise and instruction, to more than one person at the same time. Maximum number of persons per session is three (3), with the exercise physiologist-to-patient ratio being one-to-one for at least 30% of the session time.

Report writing occurs when an exercise physiologist is requested by the insurer to compile a written report, other than the exercise physiology management plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service.

Standard consultation and treatment means one-to-one treatment sessions for one hour provided subsequent to the Initial consultation and includes:

- re-assessment,
- treatment,
- recording of notes and
- preparation of a exercise physiology management plan when indicated.

The Act means the Workers Compensation Act 1987.

Travel occurs when the most appropriate management of the patient requires the exercise physiologist to travel away from their normal practice. Travel costs do not apply where the exercise physiologist provides contracted service to facilities such as a private hospital, hydrotherapy pool, workplace or gymnasium. Where multiple patients are being treated in the same visit, it is expected that the travel charge will be divided accordingly. The insurer must provide pre-approval for such a service.

WorkCover means the WorkCover Authority of New South Wales.

WorkCover approved means an exercise physiologist who has, either before or after the commencement of this Order, by a date notified by WorkCover, been approved by WorkCover to provide exercise physiology services for the purpose of this Order.

4. Application of Order

This Order applies to treatment provided on or after 1 January 2012, whether it relates to an injury received before, on or after that date.

5. Maximum fees for exercise physiology treatment

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a exercise physiologist, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a exercise physiologist to provide treatment of a type specified in any of items EPA001 to EPA004 in Schedule A at a place other than the usual practice, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item EPA008 in Column 2 of Schedule A.

6. Goods and Services Tax

Exercise Physiology services are subject to GST.

SCHEDULE A – Maximum fees for exercise physiologists

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
EPA001	Initial consultation and treatment	129.30
EPA002	Standard consultation and treatment	129.30
EPA003	Reduced supervision treatment	56.50
EPA004	Group/class intervention	41.20/participant
EPA005	Additional expenses	As agreed with insurer
EPA006	Case conference	129.30/hour
EPA007	Report writing	129.30 (maximum)
EPA008	Travel	1.50/kilometre

Note: Where fees are incorrectly claimed, WorkCover may take action to recover the amount of the overpayment. Fees will only be paid after services have been rendered.

WORKERS COMPENSATION (HEARING AIDS FEES) ORDER 2012

under the

Workers Compensation Act 1987

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

Dated this 24th day of January 2012.

JULIE NEWMAN,
A/Chief Executive Officer,
WorkCover Authority

Explanatory Note

Workers in NSW with noise-induced hearing loss can request hearing aids. Treatment by a hearing service provider is one of the categories of medical and related treatment covered under the Workers Compensation Act 1987. This Order sets the maximum fees for which an employer is liable under the Act for provision of treatment and hearing aids by a hearing service provider to an injured worker who has suffered hearing loss due to a work related injury.

Schedule A to this Order provides for maximum fees for the provision of treatment and hearing aids by a hearing service provider, as defined in the Order. Schedule B outlines the procedure that must be followed for provision of hearing aids and/or treatment.

Workers Compensation (Hearing Aids Fees) Order 2012.

1. Name of Order

This Order is the Workers Compensation (Hearing Aids Fees) Order 2012.

2. Commencement

This Order commences on 1 January 2012.

3. Definitions

In this order:

Audiologists are university graduates with tertiary qualifications in audiology who specialise in the assessment, prevention and non-medical management of hearing impairment and associated disorders of communication. Audiologists are required to be a full/ordinary member or be eligible for full/ordinary membership of either the Audiological Society of Australia (ASA) or full/ordinary membership of the Australian College of Audiology (ACAud).

Audiometrists hold a qualification from a registered training organisation such as TAFE NSW followed by on-the-job training. Audiometrists also specialise in the nonmedical assessment and management of communication difficulties caused by hearing loss. Audiometrists are required to be a full/ordinary member or be eligible for full/ordinary membership of the Australian College of Audiology (ACAud) or full/ordinary membership of the Hearing Aid Audiometrist Society of Australia (HAASA).

GST has the same meaning as in the New Tax System (Goods and Services Tax) Act 1999 (Cth).

Hearing needs assessment includes obtaining a clinical history, hearing assessment as per Australian Standard 1269.4/05, determination of communication goals, recommendation of hearing aid and clinical rationale for hearing aid.

Hearing aids are non-implantable electronic instruments designed and manufactured to provide amplification for people with a hearing loss.

Hearing service provider refers to providers approved by WorkCover NSW to provide hearing aids to injured workers. A list of WorkCover approved hearing service providers are found at www.workcover.nsw.gov.au or by phoning 13 10 50.

Hearing rehabilitation includes education of the injured worker in appropriate use of the hearing aid to meet their needs.

New Tax System Price Exploitation Law means:

- (a) the New Tax System Price Exploitation Code as applied as a law of New South Wales by the Price Exploitation Code (New South Wales) Act 1999, and
- (b) Part VB of the Trade Practices Act 1974 (Cth).

The Act means the Workers Compensation Act 1987.

WorkCover means the WorkCover Authority of New South Wales.

3. Application of Order

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

4. Maximum Fees

- (1) The maximum fee amounts for which an employer is liable under the Act for provision of treatment and hearing aids by a hearing service provider to an injured worker are listed in Schedule A.

- (2) No fees are payable by or on behalf of an employer for treatment or hearing aids provided by a person who is not a WorkCover approved hearing service provider.

5. Goods and Services Tax

- (1) An amount fixed by this Order may be increased by the amount of any GST payable in respect of the service to which the cost relates, and the cost so increased is taken to be the amount fixed by this Order.
- (2) This clause does not permit a hearing service provider to charge or recover, in respect of GST payable in respect of a service, an amount that is greater than:
- 10% of the maximum amount payable under this Order to the hearing service provider in respect of the medical or related treatment apart from this clause, or
 - the amount permitted under the New Tax System Price Exploitation Law, whichever is the lesser.

SCHEDULE A – Maximum fees for hearing aids and services

Note: Incorrect use of an item may result in WorkCover taking action to recover money that has been incorrectly received.

<i>Item</i>	<i>Service description</i>	<i>Maximum amount (excl GST)</i>
AID001	Hearing needs assessment – Audiologist	\$176.50
	Hearing needs assessment – Audiometrist	\$145.30
	Supply of hearing aid	wholesale price of the hearing aid to a maximum of \$2,000.00 per aid.
	Handling fee (monaural or binaural Hearing aid/s) payable upon supply of Hearing aid	\$259.50
	Fitting of hearing aid/s, including: <ul style="list-style-type: none"> • Fitting • trial of hearing aid for 30 days • all necessary hearing rehabilitation for the injured worker within the first 12 months following supply and fitting • maintenance as per the manufacturer’s warranty. <i>Paid only once per worker in any five year period unless prior approval obtained from insurer.</i>	\$622.70 (monaural) \$1,037.80 (binaural)
	Hearing aid review/minor maintenance Only applicable 12 months after supply.	\$124.60
	Hearing aid repairs <i>Payable only if a copy of manufacturer’s invoice for repairs is provided.</i>	Up to \$342.50
	12 months hearing aid battery/consumables supply.	\$103.80 per hearing aid
	Fitting and supply of hearing aid/s greater than the gazetted fee <i>In exceptional circumstances, e.g. specific work demands, application may be made to the Insurer for WorkCover approval of a hearing aid/s that exceeds the gazetted fee.</i>	

SCHEDULE B – WorkCover NSW procedures for the provision of hearing aids

Workers in NSW with noise-induced hearing loss can request hearing aids and the procedures for obtaining them are outlined below.

OVERVIEW

Medical support for the provision of hearing aids

The initial provision of a hearing aid is supported when the worker has been paid for permanent impairment (hearing loss) and/or the WorkCover approved permanent impairment assessor recommends a hearing aid. The replacement of a hearing aid is supported when the worker’s general practitioner (GP) confirms the worker’s need for a replacement hearing aid.

Selection of hearing aid

The worker selects a hearing service provider from the WorkCover approved list of providers. The provider completes a hearing needs assessment and a quote for the fitting and supply of a hearing aid – wholesale price plus service costs in line with WorkCover gazetted fees. The assessment and quote are submitted to the insurer.

Insurer approval

The insurer checks entitlement and quotes against the WorkCover gazetted fees and advises regarding approval of the fitting and supply of the hearing aid.

Fitting and supply of hearing aid

Once approved, the worker is fitted and supplied with the recommended hearing aid for a 30-day trial. If the trial is successful, the hearing service provider advises the insurer and invoices for the fitting and supply of the hearing aid. If the trial is unsuccessful, the provider advises the insurer and invoices for the hearing needs assessment only.

Review of hearing aid

After 12 months use, the worker visits the hearing service provider for a review of their hearing aid. If the worker requires ongoing use of their hearing aid, the hearing service provider will supply batteries to cover a further 12 months. Following this, additional batteries and minor maintenance, not covered by the manufacturer's warranty, can be obtained from any WorkCover approved hearing service provider as required.

PROCEDURES

1 WORKER

- (1) When a hearing aid is initially recommended following a permanent impairment assessment, the worker chooses a WorkCover approved hearing service provider and arranges a hearing needs assessment and quote for the fitting and supply of the hearing aid.
- (2) If a hearing aid needs replacement the worker must visit their (GP) to confirm the use of the hearing aid and complete a WorkCover declaration form (available from www.workcover.nsw.gov.au or 13 10 50). The worker must then visit a WorkCover approved hearing service provider to get a quote for the replacement. The hearing service provider will then forward the quote and declaration form to the insurer.
- (3) Once approved by the insurer, the worker attends the WorkCover approved hearing service provider for the fitting and supply of the hearing aid.
- (4) After 12 months use, the worker visits the WorkCover approved hearing service provider for a review of their hearing aid. If the worker requires ongoing use of their hearing aid, the hearing service provider will supply batteries to cover a further 12 months. Following this, additional batteries and minor maintenance, not covered by the manufacturer's warranty, can be obtained from any WorkCover approved hearing service provider as required (to a maximum of \$103.80/year per hearing aid). The worker is required to sign and date the invoice for the supply of batteries or maintenance.

2 HEARING SERVICE PROVIDER

- (1) This procedure applies to the provision of both an initial and a replacement hearing aid. For a replacement hearing aid, the worker's GP is required to complete a WorkCover declaration form to confirm the need for them. This must be forwarded to the insurer with the quote for a replacement hearing aid.
- (2) All hearing service providers must be WorkCover approved. The application to become a WorkCover approved hearing service provider outlines the criteria that must be met.
- (3) A quote must be forwarded to the insurer and approval from the insurer sought before the fitting and supply of a hearing aid. The quote must include:
 - (a) the worker's contact details,
 - (b) a full description of the hearing aid selected from the WorkCover approved hearing aid wholesale price list to a maximum of \$2,000.00 per hearing aid,
 - (c) an outline of how the hearing aid meets the test of 'reasonably necessary' for the injured worker in overcoming the effect of the hearing impairment
 - (d) the audiogram the recommendations are based upon,
 - (e) details of the person who provided the assessment and quote,
 - (f) hearing service provider details including ABN and WorkCover approval number
 - (g) service fees in accordance with the Workers Compensation (Hearing Aids Fees) Order 2012, including handling and fitting fee, and
 - (h) 12 months supply of batteries in accordance with the Workers Compensation (Hearing Aids Fees) Order 2012.
- (4) Once approved by the insurer, a hearing aid can be fitted and supplied by the hearing service provider.
- (5) A hearing aid is provided for an initial trial period of up to 30 days.
- (6) After a successful trial, the hearing service provider will obtain confirmation of this from the worker, advise the insurer, GP and ear, nose and throat (ENT) specialist, where applicable, of the outcome, and invoice for the supply and fitting of the hearing aids in accordance with the Workers Compensation (Hearing Aids Fees) Order 2012.
- (7) If the worker has not persisted with the use of a hearing aid at 30 days, the hearing service provider can submit an invoice for the hearing needs assessment in accordance with the Workers Compensation (Hearing Aids Fees) Order 2012.

- (8) In accordance with section 60A of the Act the worker is not liable to pay, and a hearing service provider is not entitled to recover from the worker or employer, any amount that exceeds the Workers Compensation (Hearing Aids Fees) Order 2012.
- (9) The hearing service provider must provide outcome measures (e.g. Client Oriented Scale of Improvement – COSI) to the insurer with the invoice to confirm the benefit of any hearing aid provided.
- (10) The worker may visit the hearing service provider after 12 months use of their hearing aid for a review. If the worker requires ongoing use of their hearing aid, the hearing service provider will supply batteries to cover a further 12 months. Following this, additional batteries and minor maintenance, not covered by the manufacturer's warranty, can be obtained from any WorkCover approved hearing service provider as required (to a maximum of \$103.80/year per hearing aid). The worker is required to sign and date the invoice to confirm the supply of batteries or maintenance. The hearing service provider can then submit the invoice to the insurer for payment.

3 INSURER

- (1) When a hearing aid is recommended for or requested by, a worker, the insurer will provide the worker with written information regarding the provision of hearing aids that is in accordance with the process outlined in these guidelines.
- (2) When considering a request for hearing aids, the insurer will check:
 - (a) medical support for the hearing aid i.e. recommendation from the permanent impairment assessment for initial hearing aid or confirmation from the GP that a replacement hearing aid is needed, as indicated on a completed declaration form,
 - (b) that the quoted hearing aid is on the WorkCover approved wholesale hearing aid price list and does not exceed the maximum \$2000.00 per hearing aid in accordance with the Workers Compensation (Hearing Aids Fees) Order 2012 (self and specialised insurers should contact WorkCover Provider Services Branch, to confirm that the hearing aid is on the price list), and
 - (c) that the hearing service provider is WorkCover approved.
- (3) If necessary, the insurer will contact the worker to confirm the worker wants the hearing aid.
- (4) When the request for a hearing aid is deemed reasonably necessary, the insurer will approve a trial (30 days) of the quoted hearing aid.
- (5) The insurer will pay the hearing service provider for the supply and fitting of the hearing aid, and 12 months supply of batteries when a trial of a hearing aid is confirmed as successful (by the provision of outcome measures from the provider) and the worker confirms receipt of the invoiced hearing aid. The claim can then be closed.
- (6) After 12 months use, the worker may visit a hearing service provider for a review of their hearing aid. If the worker requires ongoing use of their hearing aid, the hearing service provider will supply batteries to cover a further 12 months. The worker is required to sign and date the invoice to confirm supply of batteries. The claim is reopened to manage the costs associated with the hearing aid review and supply of batteries and is then closed.
- (7) Following the process outlined above, the worker can obtain additional batteries and minor maintenance, not covered by the manufacturer's warranty, from any WorkCover approved hearing service provider as required (to a maximum of \$103.80/year per hearing aid). The worker is required to sign and date the invoice to confirm the supply of batteries. The hearing service provider will then submit the invoice to the insurer for payment.
- (8) Any questions regarding the quoted hearing aid should be clarified with the hearing service provider. If further hearing loss is suspected, the insurer may refer to an ENT specialist (WorkCover approved) for a review of the worker's hearing needs.
- (9) If an insurer receives a request for a hearing aid that exceeds the gazetted fee because of the exceptional circumstances of the worker, e.g. specific work demands, the insurer must forward their recommendation to WorkCover's Provider Services Branch for consideration.

4 GENERAL PRACTITIONER (GP)

- (1) The worker will visit their GP if a replacement hearing aid is required. The GP will review the worker's use of the hearing aid and, if replacement is necessary to the worker's functioning in the community, complete the WorkCover declaration form so the worker can obtain a quote for a replacement hearing aid from a WorkCover approved hearing service provider.
- (2) If the GP believes there is possible further work-related hearing loss, they will refer to an ENT specialist (WorkCover approved) for review and advise the insurer of the referral.

5 ENT SPECIALIST (WORKCOVER APPROVED ASSESSOR OF PERMANENT IMPAIRMENT)

The ENT specialist (WorkCover approved) will provide a report in accordance with the WorkCover Guides for the evaluation of permanent impairment and a recommendation if provision of a hearing aid will assist in overcoming the worker's hearing deficit. The worker submits this report in support of their initial claim or in support of another claim for further hearing loss.

6 REQUEST FOR REPLACEMENT HEARING AID RECEIVED FROM A SOLICITOR

- (1) Under section 60 of the Act employers of injured workers are liable for the cost of medical and related treatment that is reasonably necessary. Treatment ordered by a legal practitioner does not generally satisfy this requirement. Usually, treatment is only capable of being reasonably necessary when it is ordered or supported by, a medical practitioner, unless the insurer has other authoritative evidence of the need for such treatment. Accordingly, an insurer is not generally liable for the cost of treatment ordered by a legal practitioner.
- (2) If a request for a replacement hearing aid is received from a solicitor representing an injured worker, the insurer must advise the solicitor in writing that they will now contact the worker directly to determine their needs. The insurer will then notify the worker of the information received from the solicitor and follow procedures described in these guidelines.

7 CLAIM CLOSURE

As outlined in the WorkCover Guides for claiming compensation benefits, a claim may be closed when a decision is made that the worker has no ongoing entitlement to benefits and this decision is not being disputed. Factors to be considered include:

- (a) worker has achieved optimal return to work and health outcomes,
- (b) all payments have been made, and
- (c) no recovery action is current.

Prior to closing a claim, the worker is to be notified in writing giving the reason for the decision and that the claim may be reopened if necessary. For further information, contact WorkCover's Provider Services Branch on 1800 801 905 or visit provider.services@workcover.nsw.gov.au.

ADDITIONAL DEFINITIONS

Insurer an insurer within the meaning of the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998 and includes Scheme agents and self and specialised insurers.

Reasonably Necessary includes:

1. *appropriateness* i.e. have the capacity to lessen the effects of the injury, cure, alleviate or retard progressive deterioration
2. *availability of alternatives* i.e. consideration of all other options and if other options would substantially alleviate the problem
3. *cost* i.e. there must be a positive cost benefit e.g. if a hearing aid or treatment is provided at high cost but with minimal effectiveness it may not be considered reasonably necessary where an effective alternative exists at a much lower cost
4. *effectiveness* (actual or potential) i.e. the degree to which the consequences of the injury can be alleviated
5. *acceptance* i.e. whether or not a particular hearing aid or treatment has been used in similar cases or is generally accepted by clinical peers.

**WORKPLACE INJURY MANAGEMENT AND WORKER'S COMPENSATION
(INDEPENDENT CONSULTANTS) FEES ORDER 2012**

under the

Workplace Injury Management and Workers Compensation Act 1998

I, JULIE NEWMAN, Acting Chief Executive Officer of the WorkCover Authority of New South Wales, pursuant to section 339 of the Workplace Injury Management and Workers Compensation Act 1988, make the following Order.

Dated this 24th day of January 2012.

JULIE NEWMAN,
A/Chief Executive Officer,
WorkCover Authority

1. Name of Order

This order is the Workplace Injury Management and Workers Compensation (Independent Consultants) Fees Order 2012.

2. Commencement

This Order commences on 1 January 2012.

3. Definitions

In this Order:

GST means the goods and services tax payable under the GST Law.

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

Independent Consultant means an allied health practitioner appointed by WorkCover for the purposes of providing independent consultations.

Independent Consultation means a review of the treatment provided by an allied health practitioner in consultation with the treating allied health practitioner for the purposes of determining whether treatment is reasonably necessary and may include review of relevant documentation, discussion with the allied health practitioner, interview and examination of the injured worker and provision of a report.

The Act means the Workplace Injury Management and Workers Compensation Act 1998.

WorkCover means the WorkCover Authority of New South Wales.

4. Application of Order

This order only applies to independent physiotherapy, psychology, counselling, chiropractic and osteopathy consultants services provided on or after 1 January 2012, whether it relates to an injury received before, on or after that date.

5. Fees for Independent Consultants

(a) This clause applies to maximum fees, which may be charged and recovered by independent consultants.

(b) For the purposes of section 339 of the Act, the maximum fee for provision of services in respect of the provision of any report for use in connection with a claim for compensation or an appearance as a witness in proceedings before the Workers Compensation Commission or a court in connection with a claim for compensation is as set out in Schedule 1.

6. Goods and Services Tax

Services provided by an Independent Consultant are subject to GST.

SCHEDULE 1

<i>Item</i>	<i>Service description Fee</i>	<i>Maximum fee (\$) (excl GST)</i>
IIN101	Independent Consultation (may include assessment, interview, examination, discussion and report)	190.70 per hour
IIN101	Cancellation with notice of 2 business days or more	95.40
IIN101	Non-attendance or cancellation with less than 2 business days notice	190.70

Note: Where fees are incorrectly claimed, WorkCover may take action to recover the amount of the overpayment. Fees will only be paid after services have been rendered.

WORKERS COMPENSATION (OSTEOPATHY FEES) ORDER 2012

under the

Workers Compensation Act 1987

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

Dated this 24th day of January 2012.

JULIE NEWMAN,
A/Chief Executive Officer,
WorkCover Authority

Explanatory Note

Treatment by a registered osteopath is one of the categories of medical and related treatment covered under the Workers Compensation Act 1987. This Order sets the maximum fees for which an employer is liable under the Act for treatment by an osteopath of an injured worker's work related injury.

Schedule A to this Order provides for maximum fees for osteopaths generally. Schedule B to this Order provides higher maximum fee levels for WorkCover approved osteopaths. WorkCover approved osteopaths have participated in training courses approved or run by WorkCover.

This Order makes provision for osteopathy management plans and the approval by workers compensation insurers of certain osteopathy services. Injured workers are not liable for the cost of any medical or related treatment. Employers are liable for the cost of treatment. Employers are only liable to pay the amounts for osteopathy services set out in this order.

Workers Compensation (Osteopathy Fees) Order 2012

1. Name of Order

This Order is the Workers Compensation (Osteopathy Fees) Order 2012.

2. Commencement

This Order commences on 1 January 2012.

3. Definitions

In this Order:

Case Conference means a face-to-face meeting or teleconference with the nominated treating doctor, workplace rehabilitation provider, employer, insurer and/or worker to discuss a worker's return to work plan and / or strategies to improve a worker's ability to return to work. File notes of case conferences are to be documented in the osteopath's records indicating discussion and outcomes. This information may be required for invoicing purposes. Discussions between treating doctors and practitioners relating to treatment are considered a normal interaction between referring doctor and practitioner and are not to be charged as a case conference item.

Complex treatment means treatment related to complex pathology and clinical presentation including, but not limited to, extensive burns, complicated hand injuries involving multiple joints and tissues and some complex neurological conditions, spinal cord injuries, head injuries and major trauma. Provision of complex treatment requires pre-approval from the insurer. It is expected that only a small number of claimants will require treatment falling within this category.

Group/class intervention occurs where an osteopath delivers a common service to more than one person at the same time. Examples are exercise and education groups. Maximum class size is six (6) participants. An osteopathy management plan is required for each worker participant.

GST has the same meaning as in the New Tax System (Goods and Services Tax) Act 1999 (Cth).

Home visit applies in cases where, due to the effects of the injuries sustained, the worker is unable to travel. The home visit must be the best and most cost-effective option allowing the osteopath to travel to the worker's home to deliver treatment. Provision of home treatment requires pre-approval from the insurer.

Initial consultation and treatment means the first session provided by the osteopath in respect of an injury which includes:

- history taking,
- physical assessment,
- diagnostic formulation,
- goal setting and planning treatment,
- treatment/service,
- clinical recording,
- communication with referrer, and
- preparation of a management plan when indicated.

Normal practice means premises in or from which an osteopath regularly operates an osteopathy practice and treats patients. It also includes facilities where service may be delivered on a regular or contract basis such as a gymnasium, private hospital or workplace.

Osteopath means an osteopath registered under the Health Practitioner Regulation National Law Act 2009.

Osteopathy management plan means the document used by the osteopath to indicate treatment timeframe and anticipated outcomes for an injured worker to the relevant workers compensation insurer. An osteopathy management plan provides the mechanism to request approval from the relevant workers compensation insurer for treatment beyond:

- (a) the initial eight (8) consultations (when an injured worker has not attended for any previous treatment of a physical nature for this injury) or
- (b) the initial consultation/treatment (when an injured worker has attended for previous treatment of a physical nature for this injury).

An osteopathy management plan can request approval for up to an additional eight (8) osteopathy consultations unless otherwise approved by the insurer.

Osteopathy services refers to all treatment services provided by an Osteopath and listed in Schedules A and B.

Report Writing occurs when an osteopath is requested by the insurer to compile a written report, other than the Osteopathy Management Plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service.

Standard consultation and treatment means treatment sessions provided subsequent to the Initial consultation and includes:

- re-assessment,
- intervention/treatment,
- clinical recording, and
- preparation of a Osteopathy Management Plan when indicated.

The Act means the Workers Compensation Act 1987.

Travel occurs when the most appropriate clinical management of the patient requires the osteopath to travel away from their normal practice. Travel costs do not apply where the osteopath provides contracted service to facilities such as a private hospital, workplace or gymnasium. Where multiple patients are being treated in the same visit, it is expected that the travel charge will be divided accordingly. The insurer must provide pre-approval for such a service.

Two distinct areas means where two (2) separate compensable injuries or conditions are assessed and treated and where treatment applied to one condition does not affect the symptoms of the other injury e.g. neck condition plus post fracture wrist. It does not include a condition with referred symptoms to another area.

WorkCover means the WorkCover Authority of New South Wales.

WorkCover approved osteopath means an osteopath who has, either before or after the commencement of this Order, by a date notified by WorkCover, participated in the WorkCover Training Courses and any other course approved by WorkCover (if any) for the purpose of this Order.

Work Related Activity assessment, consultation and treatment means a one hour session provided on a one to one basis for work related activity delivered to a patient that is new to the practice and includes:

- review of the previous treatment,
- assessment of current condition including functional status,
- goal setting,
- treatment and work related activity planning
- clinical recording,
- communication with key parties, and
- preparation of a management plan when indicated.

4. Application of Order

This Order applies to treatment provided on or after 1 January 2012 whether it relates to an injury received before, on or after that date.

5. Maximum fees for osteopathy treatment generally

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by an osteopath, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for an osteopath to provide treatment of a type specified in any of items OSX007 to OSX011 in Schedule A at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item OSX014 in Column 2 of Schedule A.
- (3) This clause does not apply to treatment by a WorkCover approved osteopath.

6. Higher maximum fees for WorkCover approved osteopaths

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a osteopath, who is a WorkCover approved osteopath, being treatment of a type specified in Column 1 of Schedule B to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a osteopath to provide treatment of a type specified in any of items OSA007 to OSA011 in Schedule B at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item OSA014 in Column 2 of Schedule B.

7. Goods and Services Tax

- (1) Osteopathy services provided by a registered osteopath directly to the injured worker are GST free.
- (2) Case conference, report writing and travel services provided by an osteopath in relation to their treatment of a worker are subject to GST.

SCHEDULE A – Maximum fees for Osteopaths generally

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Normal Practice		
OSX001	Initial consultation and treatment	50
OSX002	Standard consultation and treatment	40
OSX003	Initial consultation and treatment of two (2) distinct areas	75
OSX004	Standard consultation and treatment of two (2) distinct areas	60
OSX005	Complex treatment	80
OSX006	Group/class intervention	30/participant
Home Visit		
OSX007	Initial consultation and treatment	62
OSX008	Standard consultation and treatment	50
OSX009	Initial consultation and treatment of two (2) distinct areas	94
OSX010	Standard consultation and treatment of two (2) distinct areas	75
OSX011	Complex treatment	100
Other		
OSX012	Case conference	100/hour
OSX013	Report writing	100 (maximum)
OSX014	Travel	1.00 per kilometre

SCHEDULE B – Maximum fees for WorkCover approved Osteopaths

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Normal Practice		
OSA001	Initial consultation and treatment	81.00
OSA002	Standard consultation and treatment	68.50
OSA003	Initial consultation and treatment of two (2) distinct areas	122.10
OSA004	Standard consultation and treatment of two (2) distinct areas	103.40
OSA005	Complex treatment	137.00
OSA006	Group/class intervention	48.60/participant

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Home Visit		
OSA007	Initial consultation and treatment	99.70
OSA008	Standard consultation and treatment	79.70
OSA009	Initial consultation and treatment of two (2) distinct areas	147.00
OSA010	Standard consultation and treatment of two (2) distinct areas	125.80
OSA011	Complex treatment	161.90
Other		
OSA012	Case conference, Report writing	161.90/hour 161.90 (maximum)
OSA013	Work Related Activity assessment, consultation and treatment	161.90 (maximum)
OSA014	Travel	1.50/kilometre

Note: Where fees are incorrectly claimed, WorkCover may take action to recover the amount of the overpayment. Fees will only be paid after services have been rendered.

WORKERS COMPENSATION (PHYSIOTHERAPY FEES) ORDER 2012

under the

Workers Compensation Act 1987

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

Dated this 24th day of January 2012.

JULIE NEWMAN,
A/Chief Executive Officer,
WorkCover Authority

Explanatory Note

Treatment by a registered physiotherapist is one of the categories of medical and related treatment covered under the Workers Compensation Act 1987. This Order sets the maximum fees for which an employer is liable under the Act for treatment by a physiotherapist of an injured worker's work related injury.

Schedule A to this Order provides for maximum fees for physiotherapists generally. Schedule B to this Order provides higher maximum fee levels for WorkCover approved physiotherapists. WorkCover approved physiotherapists have participated in training courses approved or run by WorkCover.

This Order makes provision for physiotherapy management plans and the approval by workers compensation insurers of certain physiotherapy services. Injured workers are not liable for the cost of any medical or related treatment. Employers are liable for the cost of treatment. Employers are only liable to pay the amounts for physiotherapy services set out in this order.

Workers Compensation (Physiotherapy Fees) Order 2012

1. Name of Order

This Order is the Workers Compensation (Physiotherapy Fees) Order 2012.

2. Commencement

This Order commences on 1 January 2012.

3. Definitions

In this Order:

Case Conference means a face-to-face meeting or teleconference with the nominated treating doctor, workplace rehabilitation provider, employer, insurer and/or worker to discuss a worker's return to work plan and / or strategies to improve a worker's ability to return to work. File notes of case conferences are to be documented in the physiotherapist's records indicating discussion and outcomes. This information may be required for invoicing purposes. Discussions between treating doctors and practitioners relating to treatment are considered a normal interaction between referring doctor and practitioner and are not to be charged as a case conference item.

Complex treatment means treatment related to complex pathology and clinical presentation including, but not limited to, extensive burns, complicated hand injuries involving multiple joints and tissues and some complex neurological conditions, spinal cord injuries, head injuries and major trauma. Provision of complex treatment requires pre-approval from the insurer. It is expected that only a small number of claimants will require treatment falling within this category.

Group/class intervention occurs where a physiotherapist delivers a common service to more than one person at the same time. Examples are aquatic physiotherapy classes and exercise groups. Maximum class size is six (6) participants. A physiotherapy management plan is required for each worker participant.

GST has the same meaning as in the New Tax System (Goods and Services Tax) Act 1999 (Cth).

Home visit applies in cases where, due to the effects of the injuries sustained, the worker is unable to travel. The home visit must be the best and most cost-effective option allowing the physiotherapist to travel to the worker's home to deliver treatment. Provision of home treatment requires pre-approval from the insurer.

Initial consultation and treatment means the first session provided by the physiotherapist in respect of an injury which includes:

- history taking,
- physical assessment,
- diagnostic formulation,
- goal setting and planning treatment,
- treatment/service,
- clinical recording,
- communication with referrer, and
- preparation of a management plan when indicated.

Normal practice means premises in or from which a physiotherapist regularly operates a physiotherapy practice and treats patients. It also includes facilities where service may be delivered on a regular or contract basis such as a hydrotherapy pool, gymnasium, private hospital or workplace.

Physiotherapist means a physiotherapist registered under the Health Practitioner Regulation National Law Act 2009.

Physiotherapy management plan means the document used by the physiotherapist to indicate treatment timeframe and anticipated outcomes for an injured worker to the relevant workers compensation insurer. A Physiotherapy Management Plan provides the mechanism to request approval from the relevant workers compensation insurer for treatment beyond:

- (a) the initial eight (8) consultations (when an injured worker has not attended for any previous treatment of a physical nature for this injury) or
- (b) the initial consultation/treatment (when an injured worker has attended for previous treatment of a physical nature for this injury).

A physiotherapy management plan can request approval for up to an additional eight (8) physiotherapy consultations unless otherwise approved by the insurer.

Physiotherapy services refers to all treatment services delivered by a registered physiotherapist and listed in schedules A and B.

Report Writing occurs when a physiotherapist is requested by the insurer to compile a written report, other than the Physiotherapy Management Plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service.

Standard consultation and treatment means treatment sessions provided subsequent to the Initial consultation and treatment and includes:

- re-assessment,
- intervention/treatment,
- clinical recording, and
- preparation of a Physiotherapy Management Plan when indicated.

The Act means the Workers Compensation Act 1987.

Travel occurs when the most appropriate clinical management of the patient requires the physiotherapist to travel away from their normal practice. Travel costs do not apply where the Physiotherapist provides contracted service to facilities such as a private hospital, hydrotherapy pool, workplace or gymnasium. Where multiple patients are being treated in the same visit, it is expected that the travel charge will be divided accordingly. The insurer must provide pre-approval for such a service.

Two (2) distinct areas means where two (2) entirely separate compensable injuries or conditions are assessed and treated and where treatment applied to one condition does not affect the symptoms of the other injury e.g. neck condition plus post fracture wrist. It does not include a condition with referred symptoms to another area.

WorkCover means the WorkCover Authority of New South Wales.

WorkCover approved physiotherapist means a physiotherapist who has, either before or after the commencement of this Order, by a date notified by WorkCover, participated in the WorkCover Training Courses and any other course approved by WorkCover (if any) for the purpose of this Order.

Work related activity assessment, consultation and treatment means a one hour session provided on a one to one basis for a work related activity delivered to a patient that is new to the practice and includes:

- review of the previous treatment,
- assessment of current condition including functional status,
- goal setting,
- treatment planning / work related activity planning,
- clinical recording,
- communication with key parties, and
- preparation of a management plan when indicated.

4. Application of Order

This Order applies to treatment provided on or after 1 January 2012 whether it relates to an injury received before, on or after that date.

5. Maximum fees for physiotherapy treatment generally

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a physiotherapist, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a physiotherapist to provide treatment of a type specified in any of items PTX007 to PTX011 in Schedule A at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item PTX014 in Column 2 of Schedule A.
- (3) This clause does not apply to treatment by a WorkCover approved physiotherapist.

6. Higher maximum fees for WorkCover approved physiotherapists

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a physiotherapist, who is a WorkCover approved physiotherapist, being treatment of a type specified in Column 1 of Schedule B to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a physiotherapist to provide treatment of a type specified in any of items PTA007 to PTA011 in Schedule B at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item PTA014 in Column 2 of Schedule B.

7. Goods and Services Tax

- (1) Physiotherapy treatment services provided by a registered physiotherapist directly to a worker are GST free.
- (2) Case conference, report writing and travel services provided by a physiotherapist in relation to treatment of a worker are subject to GST.

SCHEDULE A – Maximum fees for Physiotherapists generally

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Normal Practice		
PTX001	Initial consultation and treatment	50
PTX002	Standard consultation and treatment	40
PTX003	Initial consultation and treatment of two (2) distinct areas	75
PTX004	Standard consultation and treatment of two (2) distinct areas	60
PTX005	Complex treatment	80
PTX006	Group/class intervention	30/participant
Home Visit		
PTX007	Initial consultation and treatment	62
PTX008	Standard consultation and treatment	50
PTX009	Initial consultation and treatment of two (2) distinct areas	94
PTX010	Standard consultation and treatment of two (2) distinct areas	75
PTX011	Complex treatment	100
Other		
PTX012	Case conference	100/hour
PTX013	Report writing	100 (maximum)
PTX014	Travel	1.00 per kilometre

SCHEDULE B – Maximum fees for WorkCover approved Physiotherapists

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Normal Practice		
PTA001	Initial consultation and treatment	81
PTA002	Standard consultation and treatment	68.50
PTA003	Initial consultation and treatment of two (2) distinct areas	122.10
PTA004	Standard consultation and treatment of two (2) distinct areas	103.40
PTA005	Complex treatment	137
PTA006	Group/class intervention	48.60/participant

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Home Visit		
PTA007	Initial consultation and treatment	99.70
PTA008	Standard consultation and treatment	79.70
PTA009	Initial consultation and treatment of two (2) distinct areas	147
PTA010	Standard consultation and treatment of two (2) distinct areas	125.80
PTA011	Complex treatment	161.90
Other		
PTA012	Case conference, Report writing	161.90/hour 161.90 (maximum)
PTA013	Work Related Activity assessment, consultation and treatment	161.90 (maximum)
PTA014	Travel	1.50/kilometre

Note: Where fees are incorrectly claimed, WorkCover may take action to recover the amount of the overpayment. Fees will only be paid after services have been rendered.

WORKERS COMPENSATION (PSYCHOLOGY FEES) ORDER 2012

under the

Workers Compensation Act 1987

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

Dated this 24th day of January 2012.

JULIE NEWMAN,
A/Chief Executive Officer,
WorkCover Authority

Explanatory Note

Treatment by a psychologist is one of the categories of medical and related treatment covered under the Workers Compensation Act 1987. This Order sets the maximum fees for which an employer is liable under the Act for treatment by a psychologist of an injured worker's work related injury.

This Order makes provision for psychology/counselling management plans and the approval by workers compensation insurers of certain psychology services. No. fees are payable for psychology treatment provided by a person who is not a WorkCover approved psychologist.

Injured workers are not liable for the cost of any medical or related treatment. Employers are liable for the cost of treatment. Employers are only liable to pay the amounts for psychology services set out in this order.

Workers Compensation (Psychology Fees) Order 2012**1. Name of Order**

This order is the Workers Compensation (Psychology Fees) Order 2012.

2. Commencement

This Order commences on 1 January 2012.

3. Definitions

In this Order:

Case Conference means a face-to-face meeting or teleconference with the nominated treating doctor, workplace rehabilitation provider, employer, insurer and/or worker to discuss a worker's return to work plan and / or strategies to improve a worker's ability to return to work. File notes of case conferences are to be documented in the psychologists' records indicating discussion and outcomes. This information may be required for invoicing purposes. Discussions between treating doctors and practitioners relating to treatment are considered a normal interaction between referring doctor and practitioner and are not to be charged as a case conference item.

Group intervention occurs where a psychologist delivers a common service to more than one person at the same time, for example; Group Therapy. Maximum class size is six (6) participants. A psychology/counselling management plan is required for each worker.

GST has the same meaning as in the New Tax System (Goods and Services Tax) Act 1999 (Cth).

Initial consultation means the first session provided by the WorkCover approved psychologist in respect of an injury and may include:

- history taking
- assessment
- goal setting and treatment planning
- treatment
- clinical recording
- communication with referrer and insurer.

The service is one to one for the entire session.

Psychologist means a WorkCover approved psychologist.

Psychology/counselling management plan means the document used by the psychologist to indicate treatment timeframe and anticipated outcomes for an injured worker to the relevant workers compensation insurer. A psychology/counselling management plan provides the mechanism to request approval from the relevant workers compensation insurer for up to six (6) consultations after the first six (6) sessions have been provided.

Psychology services refers to all treatment services delivered by a WorkCover approved psychologist and each service is to be billed according to Schedule A.

Report writing occurs when a psychologist is requested by the insurer to compile a written report, other than the Management Plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service.

Standard consultation means a session provided subsequent to the Initial consultation by the WorkCover approved psychologist in respect of an injured worker and may include:

- reassessment
- treatment
- clinical recording and preparation of a management plan (if required)

The service is one to one for the entire session.

The Act means the Workers Compensation Act 1987.

Travel occurs when the most appropriate management of the injured worker requires the psychologist to travel away from their normal practice. Travel costs do not apply where the psychologist provides contracted service to facilities such as a private hospital or workplace. The insurer must provide pre-approval for such a service.

WorkCover means the WorkCover Authority of New South Wales.

WorkCover approved means a psychologist who has, either before or after the commencement of this Order, by a date notified by WorkCover, been approved by WorkCover to provide psychology services for the purpose of this Order.

4. Application of Order

This Order applies to treatment provided on or after 1 January 2012, whether it relates to an injury received before, on or after that date.

5. Maximum fees for psychology treatment

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a psychologist, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a psychologist to provide treatment of a type specified in any of items PSY001, PSY002 or PSY004 in Schedule A at a place other than the usual practice, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item PSY005 in Column 2 of Schedule A.

6. Goods and Services Tax

- (1) Psychology treatment services provided by a registered psychologist directly to the injured worker are GST free.
- (2) Case conference, report writing and travel services provided by a psychologist in relation to treatment of an injured worker are subject to GST.

SCHEDULE A – Maximum fees for psychologists

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
PSY001	Initial consultation	193.00
PSY002	Standard consultation	160.80
PSY003	Report Writing	160.80/hour (max 1 hour)
PSY004	Case Conferencing	160.80/hour pro rata
PSY005	Travel	1.50 per kilometre
PSY006	Group	48.30/participant

Note: Where fees are incorrectly claimed, WorkCover may take action to recover the amount of the overpayment. Fees will only be paid after services have been rendered.

WORKERS COMPENSATION (REMEDIAL MASSAGE THERAPY SERVICES FEES) ORDER 2012

under the

Workers Compensation Act 1987

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

Dated this 24th day of January 2012.

JULIE NEWMAN,
A/Chief Executive Officer,
WorkCover Authority

Explanatory Note

Treatment by a “masseur” is one of the categories of medical and related treatment covered under the Workers Compensation Act 1987. For the purposes of this Order, the term masseur is interchangeable with remedial massage therapist. This Order sets the maximum fees for which an employer is liable under the Act for reasonably necessary treatment by a WorkCover approved remedial massage therapist of an injured worker’s work related injury.

This Order makes provision for Remedial massage therapy management plans and the approval by workers compensation insurers of certain remedial massage therapy services. Injured workers are not liable for the cost of any medical or related treatment. Employers are liable for the cost of treatment. Employers are only liable to pay the amounts for Remedial massage therapy services set out in this order.

Workers Compensation (Remedial Massage Therapy Services Fees) Order 2012**1. Name of Order**

This Order is the Workers Compensation (Remedial Massage Therapy Services Fees) Order 2012.

2. Commencement

This Order commences on 1 January 2012.

3. Definitions

In this order:

GST has the same meaning as in the New Tax System (Goods and Services Tax) Act 1999 (Cth).

Remedial Massage Therapist means a WorkCover approved remedial massage therapist.

Remedial massage therapy services refers to treatment services provided by a WorkCover approved remedial massage therapist and is limited to soft tissue massage targeting specific musculoskeletal injuries.

The Act means the Workers Compensation Act 1987.

WorkCover means the WorkCover Authority of New South Wales.

WorkCover approved means a remedial massage therapist who, at the time when the services are provided, is approved by WorkCover to provide remedial massage therapy services.

4. Application of Order

This Order applies to treatment provided on or after 1 January 2012, whether it relates to an injury received before, on or after that date.

5. Maximum fees for remedial massage therapy

(1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a remedial massage therapist, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.

(2) No fees are payable for remedial massage therapy provided by a person who is not a WorkCover approved remedial massage therapist.

6. Goods and Services Tax (GST)

Remedial massage therapy services are subject to GST.

SCHEDULE A – Maximum fees for WorkCover approved remedial massage therapists

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (excl GST)</i>
RMA 001	Consultation and treatment (60 minutes duration)	\$70.60
RMA 002	Consultation and treatment (45 minutes duration)	\$52.90
RMA 003	Consultation and treatment (30 minutes duration)	\$35.30

Note: Where fees are incorrectly claimed, WorkCover may take action to recover the amount of the overpayment. Fees will only be paid after services have been rendered.

**WORKPLACE INJURY MANAGEMENT AND WORKERS COMPENSATION
(MEDICAL EXAMINATIONS AND REPORTS) ORDER 2012**

under the

Workplace Injury Management and Workers Compensation Act 1998

I, JULIE NEWMAN, Acting Chief Executive Officer of the WorkCover Authority of New South Wales, make the following Order pursuant to section 339 of the Workplace Injury Management and Workers Compensation Act 1998.

Dated this 24th day of January 2012.

JULIE NEWMAN,
Acting Chief Executive Officer,
WorkCover Authority

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Workplace Injury Management and Workers Compensation (Medical Examinations and Reports) Order 2012

Part 1 Preliminary

1. Name of Order

This Order is the Workplace Injury Management and Workers Compensation (Medical Examinations and Reports) Order 2012.

2. Commencement

This Order commences on 1 January 2012.

3. Definitions

In this Order:

the Act means the Workplace Injury Management and Workers Compensation Act 1998;

Approved Medical Specialist means an Approved Medical Specialist appointed by the President of the Workers Compensation Commission conducting an examination as part of dispute resolution proceedings at the Workers Compensation Commission. Schedules 3 and 4 of this Order apply.

File Review means a review of the file when the practitioner is able to provide a report on the basis of a file review alone.

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

GST Law has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Guidelines mean the WorkCover Guidelines on Independent Medical Examinations and Reports in effect from 1 May 2009; and

Late attendance means that the worker or interpreter arrives unreasonably late, to the degree that a full examination is prevented from being conducted in the time allocated.

Medical Examination Report means an examination and report completed by an Independent Medical Examiner or a treating Medical Practitioner where additional information is required by either party to a current or potential dispute. This does not include reports on the routine management of the worker's injury. Fees for this type of communication are included in the relevant treatment fees Order.

Medical Examination Reports may be requested to assist decision making on any part of the claim when the management reports available do not adequately address the issue. Schedules 1 and 2 of this Order apply. Medical Examination Reports are categorised as follows:

- a. Standard Reports are reports relating solely to a single event or injury in relation to –
 - causation; or

- fitness for work; or
 - treatment; or
 - simple permanent impairment assessment of one body system.
- b. Moderately Complex Reports are –
- reports relating to issues involving a combination of two of the following:
 - o causation
 - o fitness for work
 - o treatment
 - o simple permanent impairment assessment of one body system
- or
- reports of simple permanent impairment assessment of two body systems or more than one injury to a single body system
- c. Complex Reports are –
- reports relating to issues involving a combination of 3 or more of the following:
 - o causation
 - o fitness for work
 - o treatment
 - o permanent impairment assessment of one body system
- or
- a complex method of permanent impairment assessment on a single body system or multiple injuries involving more than one body system.

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

Senior Approved Medical Specialist means a Senior Approved Medical Specialist appointed by the President of the Workers Compensation Commission under section 320(2A) of the Act. Schedule 5 of this Order applies.

4. Application of Order

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

Part 2 Fees for medical assessments

5. Maximum fees for medical assessments

For the purposes of section 339 of the Act the maximum fees for the provision by health service providers of any report for use in connection with a claim for compensation or work injury damages and an appearance as a witness in proceedings before the Workers Compensation Commission or a court in connection with a claim for compensation or work injury damages is as follows:

- a. the rate of fees for a medical examination by general practitioners as set out in Schedule 1,
- b. the rate of fees for a medical examination by medical specialists as set out in Schedule 2,
- c. the rate of fees for a medical examination carried out by an Approved Medical Specialist (AMS) on referral by the Workers Compensation Commission as set out in Schedule 3,
- d. the rate of fees for a medical examination carried out by an Approved Medical Specialist on an appeal panel as set out in Schedule 4.
- e. the incorrect use of medical assessments fees items can result in penalties, including the medical provider being asked to repay monies to WorkCover that the provider has incorrectly received.

6. Goods and Services Tax

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

7. Payments under Schedules 1 & 2

- (1) The party requesting a report as listed in these Schedules is to either:
 - a. agree the category of report being requested with the doctor and confirm the request in writing indicating that payment will be made within 10 days of receipt of a properly completed report and invoice; or
 - b. pay in accordance with a contractual arrangement between the medical practice and the referring body on receipt of a properly completed tax invoice.

The contractual arrangement cannot agree to a fee above the maximum fee prescribed in this Order.

Schedules 1 and 2 apply to reports obtained for the purpose of proving or disproving an entitlement or the extent of an entitlement to workers compensation or work injury damages. Schedules 1 and 2 do not apply to medical or related treatment reports. Fees for those reports are fixed under section 61 of the Workers Compensation Act 1987.

(2) Fees fixed in these Schedules are recoverable only where the conditions for payment as set out in Part 3 of Schedule 6 of the Workers Compensation Regulation 2010 have been complied with.

Part 3 item 4 (which applies to a treating Medical Practitioner report) provides:

“If a claim or dispute is resolved whether before or after proceedings commenced:

Claimant

- a. nil fee payable, unless paragraph (b) applies, or
- b. fee allowed in accordance with any applicable fee Order where:
 - (i) request for report made to insurer; and
 - (ii) either:
 - insurer does not provide report within 14 days, or
 - report supplied by insurer does not address the report requirements of the claimant, and
 - (iii) report is served on insurer.

Insurer:

- a. fee allowed in accordance with any applicable fee Order.

Part 3 item 6 (which applies to clinical notes and records), provides conditions for payment in similar terms as above for item 4, but the period of time for an insurer to provide clinical records is fixed at 7 days.

In accordance with section 339 of the Workplace Injury Management and Workers Compensation Act 1998, a Medical Practitioner is not entitled to be paid or recover any fee for providing a service that exceeds the fee fixed under this Order.

SCHEDULE 1 – Rates for Medical Examination by General Practitioners

<i>Payment Classification Code</i>	<i>Service description</i>	<i>Fee</i>
IMG001 or WIG001	Examination and report in accordance with the Guidelines – standard case (see definition of medical examination)	\$496.80
IMG002 or WIG002	Examination conducted with the assistance of an interpreter and report in accordance with Guidelines – standard case (see definition of medical examination)	\$554.80
IMG005 or WIG005	Non-attendance or cancellation with less than 7 days notice	\$121.45
IMG006 or WIG006	File review	\$367.70
IMG007 or WIG007	Supplementary report where additional information is provided and requested	\$245.20
IMG008 or WIG008	Update examination and report of worker previously reviewed, where there is no intervening incident	\$309.70
IMG009 or WIG009	Travel	Reimbursed in accordance with the travelling allowances set out in Table 1 (Allowances) to Part B (Monetary Rates) of the Crown Employees (Public Service Conditions of Employment) Award 2009

SCHEDULE 2 – Rates for Medical Examination by Medical Specialists

<i>Payment Classification Code</i>	<i>Service description</i>	<i>Fee</i>
IMS001 or WIS001	Examination and report in accordance with the Guidelines – standard case (see definition of medical examination)	\$671.30
IMS002 or WIS002	Examination conducted with the assistance of an interpreter and report in accordance with Guidelines – standard case (see definition of medical examination)	\$838.20
IMS003 or WIS003	ENT report (includes audiological testing), in accordance with the Guidelines – standard case (see definition of medical examination)	\$671.30

<i>Payment Classification Code</i>	<i>Service description</i>	<i>Fee</i>
IMS031 or WIS 031	ENT report (includes audiological testing) when examination has been conducted with the assistance of an interpreter and report in accordance with Guidelines – standard case (see definition of medical examination)	\$838.20
IMS004 or WIS004	Examination and report in accordance with the Guidelines – moderate complexity including ENT reports (see definition of medical examination)	\$1006.30
IMS005 or WIS005	Examination conducted with the assistance of an interpreter and report in accordance with Guidelines – moderate complexity including ENT reports (see definition of medical examination)	\$1174.40
IMS006 or WIS006	Examination and report in accordance with Guidelines – complex case (see definition of medical examination)	\$1335.10
IMS007 or WIS007	Examination and report in accordance with Guidelines – complex case (see definition of medical examination) with the assistance of an Interpreter.	\$1671.30
IMS008 or WIS008	Examination and report in accordance with the Guidelines – psychiatric	\$1174.40
IMS091 or WIS091	Cancellation with 2 days notice	\$168.15
IMS092 or WIS092	Cancellation with less than 2 working days notice, non attendance at scheduled appointment or unreasonably late attendance by worker or interpreter that prevents full examination being conducted	\$336.30
IMS010 or WIS010	File review and report	\$503.20
IMS011 or WIS011	Supplementary report where additional information is provided and requested	\$335.00
IMS012 or WIS012	Update examination and report of worker previously reviewed, where there is no intervening incident	\$497.00
IMS013 or WIS013	Travel	Reimbursed in accordance with the travelling allowances set out in Table 1 (Allowances) to Part B (Monetary Rates) of the Crown Employees (Public Service Conditions of Employment) Award 2009

SCHEDULE 3 – Rates for Approved Medical Specialists

These rates are payable to an Approved Medical Specialist on referral from the Workers Compensation Commission for the purpose of resolving a dispute

<i>Service description</i>	<i>Fee</i>
Examination and report in accordance with Workers Compensation Commission standards – standard case	\$1199.30
Examination and report in accordance with Workers Compensation Commission standards – multiple medical assessments e.g. for permanent impairment and general medical disputes	\$1606.60
Ear, nose and throat, includes audiological testing	\$1406.10
Examination and report in accordance with the Workers Compensation Commission standards – psychiatric	\$2006.30
Cancellation with less than 7 calendar days notice	\$399.80

<i>Service description</i>	<i>Fee</i>
Non-attendance or cancellation with less than 2 working days notice	\$799.60
Consolidation of medical assessment certificates by lead assessor	\$399.80
Re-examination + medical assessment certificate or reconsideration at request of Commission	\$600.30
When interpreter present at examination	Plus \$205.60
Miscellaneous Fee at the discretion of the Registrar or delegate	\$399.80 per hour
Travel	Reimbursed in accordance with the travelling allowances set out in Table 1 (Allowances) to Part B (Monetary Rates) of the Crown Employees (Public Service Conditions of Employment) Award 2009.

SCHEDULE 4 – Rates for Approved Medical Specialists on Appeal Panels

These rates are payable to an Approved Medical Specialist when participating as a member of an Appeal Panel at the Workers Compensation Commission.

<i>Service description</i>	<i>Fee</i>
Assessment, initial telephone conference and decision on papers	\$799.60
Examination of worker and report by AMS	Fee as per Schedule 3 applies
Cancellation with less than 7 calendar days notice	\$399.90
Non-attendance or cancellation with less than 2 working days notice	\$799.70
Assessment, telephone conference, appeal hearing and decision	\$1805.80
Additional Hearing or teleconference when convened by Arbitrator	\$336.30 per hour
Travel	Reimbursed in accordance with the travelling allowances set out in Table 1 (Allowances) to Part B (Monetary Rates) of the Crown Employees (Public Service Conditions of Employment) Award 2009.

SCHEDULE 5 – Rates for Senior Approved Medical Specialists

These rates are payable to Senior Approved Medical Specialists appointed by the Workers Compensation Commission.

<i>Service Description</i>	<i>Fee</i>
Provision of professional development to Approved Medical Specialists; input into relevant practice and procedures at the Workers Compensation Commission	\$518.90 per hour

WORKPLACE INJURY MANAGEMENT AND WORKERS COMPENSATION (INJURY MANAGEMENT CONSULTANTS FEES) ORDER 2012

under the Workplace Injury Management and Workers Compensation Act 1998

I, JULIE NEWMAN, Acting Chief Executive Officer of the WorkCover Authority of New South Wales, make the following Order pursuant to section 339 of the Workplace Injury Management and Workers Compensation Act 1998.

Dated this 24th day of January 2012

JULIE NEWMAN,
Acting Chief Executive Officer,
WorkCover Authority

Workplace Injury Management and Workers Compensation (Injury Management Consultants Fees) Order 2012

Part 1 Preliminary**1. Name of Order**

This Order is the Workplace Injury Management and Workers Compensation (Injury Management Consultants Fees) Order 2012.

2. Commencement

This Order commences on 1 January 2012.

3. Definitions

In this Order:

the Act means the Workplace Injury Management and Workers Compensation Act 1998;

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

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

Injury Management Consultant is a Medical Practitioner appointed by the WorkCover Authority under section 45A of the Act to perform the functions as outlined in the WorkCover Guidelines on injury management consultants (2011).

Medical Practitioner means a person registered under the Health Practitioner Regulation National Law (NSW) No 86a in the medical profession, who is appointed by the WorkCover Authority of New South Wales as an injury management consultant under s45A of the Act.

4. Application of Order

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

Part 2 Fees for injury management consultants**5. Maximum Fees for injury management consultants**

- (a) For the purposes of section 339 of the Act, the maximum hourly fee for the provision of services by an injury management consultant in respect of the provision of any report for use in connection with a claim for compensation or work injury damages and an appearance as a witness in proceedings before the Workers Compensation Commission or a court in connection with a claim for compensation or work injury damages is as set out in Schedule 1; and
- (b) An injury management consultant may not charge for more than 3 hours of work in the absence of express written agreement from the relevant insurer or the Workers Compensation Commission.
- (c) An injury management consultant may charge a cancellation fee specified in item IIN 106 where a worker provides 2 days' notice of cancellation.
- (d) An injury management consultant may charge a cancellation fee specified in item IIN 107 where a worker provides less than 2 days' notice of cancellation or fails to attend their scheduled appointment without notice.
- (e) An injury management consultant's report is to be provided to the referrer within 10 working days of the examination, or in the case where no examination has been conducted, within 10 working days of the request having been received, or within a different timeframe if agreed between the parties.
- (f) The incorrect use of payment classification codes can result in penalties, including the medical provider being asked to repay monies to WorkCover that the provider has incorrectly received.

6. Goods and Services Tax

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

SCHEDULE 1 – Rates for Injury Management Consultants

<i>Payment Classification Code</i>	<i>Service Description</i>	<i>Fee</i>
IIN 105	Assessments, examinations, discussions and report	\$286.50 per hour to a maximum of 3 hours unless authorised by the insurer or Workers Compensation Commission.
IIN 106	Cancellation with 2 days notice	\$143.20
IIN 107	Cancellation with less than 2 days notice or non attendance at scheduled appointment	\$286.50
IIN 108	Examination conducted with the assistance of an interpreter	\$358.10 per hour (examination only). Discussions with other parties and report to be charged under IIN105 at \$286.50 per hour.

WORKERS COMPENSATION (MEDICAL PRACTITIONER FEES) ORDER 2012

under the Workers Compensation Act 1987

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

Dated this 24th day of January 2012.

JULIE NEWMAN,
Acting Chief Executive Officer,
WorkCover Authority

Explanatory Note

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

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

The Order does not apply to services provided by a Specialist Surgeon.

The Order adopts the List of Medical Services and Fees published by the Australian Medical Association (AMA). To bill an AMA item, a Medical Practitioner must be confident they have fulfilled the service requirements as specified in the item descriptor. Where a comprehensive item is used, separate items cannot be claimed for any of the individual items included in the comprehensive service.

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

Workers Compensation (Medical Practitioner Fees) Order 2012

1. Name of Order

This Order is the Workers Compensation (Medical Practitioner Fees) Order 2012

2. Commencement

This Order commences on 1 January 2012.

3. Definitions

In this Order:

the Act means the Workers Compensation Act 1987.

After hours services applies in an emergency where the clinic is not normally open at that time, and urgent treatment is provided. This fee is not to be utilised in the situation where a consultation is conducted within the advertised hours of a clinic.

AMA List means the document entitled List of Medical Services and Fees published by the Australian Medical Association and dated 1 November 2011.

Assistant at Operation means a Medical Practitioner, but only where an assistant's fee is allowed for in the Commonwealth Medical Benefits Schedule, or where indicated in the WorkCover Order or approved in advance by the insurer. An assistant fee may only be applicable for surgical procedures EA010 to MY115.

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

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

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

Medical Practitioner means a person registered under the Health Practitioner Regulation National Law (NSW) No. 86a in the medical profession who is not a Specialist Surgeon.

Specialist Surgeon means a Medical Practitioner who holds a fellowship of the Royal Australian College of Surgeons.

4. Application of Order

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

5. Maximum fees for Medical Practitioners

(1) This clause applies to medical and related treatment provided by a Medical Practitioner in respect of which a fee is specified in the AMA List, except:

- a. Medical services identified in the AMA List by AMA numbers AC500, AC510, AC520, AC530, AC600 and AC610 (Professional Attendances by a Specialist), if these medical services are provided by a Specialist Surgeon;

- b. Medical services identified in the AMA List by AMA Numbers EA010 to MZ705 (Surgical Operations) if these medical services are provided by a Specialist Surgeon;
 - c. Medical services identified in the AMA List by AMA Number MZ900 (Assistant Surgeon's fee);
 - d. Medical services identified in the AMA List by AMA numbers OP200, OP210 and OP220 (magnetic resonance imaging – MRI).
- (2) The maximum amount payable for magnetic resonance imaging (MRI) is \$700 for a single region or two contiguous regions, and \$1050 for more than two contiguous regions.
 - (3) The maximum amount payable for a medical certificate is \$20.00.
 - (4) The maximum hourly rate payable to a General Practitioner is \$242.90. The maximum hourly rate payable to a Specialist is \$336.30. The hourly rate may cover, for example, case conferences, visits to worksites and additional reports requested from treating doctors. These should be billed under the WorkCover payment classification code WCO002.
 - (5) The maximum fee for providing copies of medical records (including Specialist's notes and reports) is \$30 (for 33 pages or less) and an additional \$1.00 per page if more than 33 pages.
 - (6) Subject to subclauses (1), (2), (3), (4), (5), and clause 7 (Nil fee for certain medical services), the maximum amount for which an employer is liable under the Act for any claim for medical or related treatment to which this clause applies is the fee listed, in respect of the medical or related treatment concerned, in the AMA List.

6. Specialist consultations

The initial Specialist consultation fee includes the first consultation and report to the referring General Practitioner copied to the insurer.

The report will contain:

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

Additional reports requested that do not relate to the routine management of a worker's injury and are not required as part of a dispute or potential dispute should be billed under WCO002 and at a rate of \$/hour (plus GST) for Specialists. If the report is requested as part of a current or potential dispute, then the Workplace Injury Management and Workers Compensation (Medical Examination and Reports) Order 2012 applies.

7. Nil fee for certain medical services

The AMA List includes items that are not relevant to medical services provided to injured workers. As such, the fee set for the following items is nil:

- a. General Practitioner - Urgent attendances after hours items (Medical services identified in the AMA List by AMA number AA007)
- b. All time based General Practitioner fees items (Medical services identified in the AMA List by AMA numbers AA190 – AA320)
- c. Enhanced primary care items (Medical services identified in the AMA List by AMA numbers AA501 – AA850)
- d. Telehealth items (Medical services identified in the AMA List by AMA numbers AP050 – AP105).

8. Goods and Services Tax

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

WORKERS COMPENSATION (ORTHOPAEDIC SURGEON FEES) ORDER 2012

under the

Workers Compensation Act 1987

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

Dated this 24th day of January 2012.

JULIE NEWMAN,
Acting Chief Executive Officer,
WorkCover Authority

Explanatory Note

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

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

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

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

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

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

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

Workers Compensation (Orthopaedic Surgeon Fees) Order 2012

1. Name of Order

This Order is the Workers Compensation (Orthopaedic Surgeon Fees) Order 2012.

2. Commencement

This Order commences on 1 January 2012.

3. Definitions

In this Order (including Schedule A):

the Act means the Workers Compensation Act 1987.

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

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

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

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

AMA list means the document entitled List of Medical Services and Fees published by the Australian Medical Association and dated 1 November 2011.

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

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

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

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

The report will contain:

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

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

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

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

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

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

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

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

Revision surgery refers to a procedure carried out to correct earlier surgery. Where the revision surgery is performed by a surgeon other than the original surgeon it attracts a fee of 50% of the amount for the principal procedure in the initial surgery and the fee payable for the new procedure, except where the new procedure is specified as a revision procedure in the AMA list.

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

4. Application of Order

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

5. Maximum fees for treatment by orthopaedic surgeon

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

6. Billing items for hand surgery (Schedule B)

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

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

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

7. Billing items for shoulder and elbow surgery (Schedule C)

Schedule C provides mandatory guidelines that must be followed for billing items used in shoulder and elbow surgery only.

Any item number where the term “flag” is used in the Clinical Indication column highlights a potential exception that will require further justification. Should a surgeon seek an exception to the guidelines, the surgeon must provide a written explanation to support the request. Further expert medical opinion may be sought by WorkCover to assist with approving surgery requests or invoices.

8. GST

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

SCHEDULE A – Maximum Fees for Orthopaedic Surgeons

<i>Item</i>	<i>Column 1 Type of service</i>	<i>Column 2 AMA Item(s)</i>	<i>Column 3 Maximum amount</i>
Consultations			
1.	Initial consultation and report	AC500 (MBS 104)	\$280.30
2.	Extended initial consultation and report	AC500 (MBS104)	\$386.10
3.	Subsequent consultation	AC510 (MBS 105)	\$193.10
4.	After hours consultation		\$162.00 in addition to consultation fee
Procedures			
5.	Orthopaedic procedures	ML005 (MBS 46300) to MY115 (MBS 50130)	150% of AMA Schedule
6.	Instrument fee	WCO003	\$193.10
7.	Assistant at operation	MZ900	\$323.80 or 20% of the fee for surgical procedures where the assistant fee applies, whichever is greater
8.	Multiple operations or injuries		Primary item number is to be paid in full, and additional item numbers at 75% of scheduled fee
9.	Aftercare visits		As per AMA Schedule
Insurer/lawyer requests			
10.	Opinion on file request		\$193.10
11.	Telephone requests		\$37.40 per 3-5 minute phone call
12.	Lost reports and reprints		\$130.80 per report
13.	Treating Specialist Report (where additional information that is not related to the routine injury management of the patient, is requested by either party to a potential or current dispute)		Please refer to the Workplace Injury Management and Workers Compensation (Medical Examinations and Reports) Order 2012 Schedule 2
14.	Fees for providing copies of clinical notes and records		Please refer to the Workers Compensation (Medical Practitioners Fees) Order 2012 – Section 5 (5)

SCHEDULE B – Billing Items Used in Hand Surgery

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

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

<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Reason for decline</i>
50127	MY105	JOINT OR JOINTS, arthroplasty of, by any technique not being a service to which another item applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
60506	OF820	FLUOROSCOPY using a mobile image intensifier, in conjunction with a surgical procedure lasting less than 1 hour, not being a service to which another item in this table applies (R)	This item cannot be claimed for use of image intensification when operated by the surgeon in the absence of a radiographer.
60509	OF824	FLUOROSCOPY using a mobile image intensifier, in conjunction with a surgical procedure lasting 1 hour or more, not being a service associated with a service to which another item in this table applies (R)	This item cannot be claimed for use of image intensification when operated by the surgeon in the absence of a radiographer.
	900001	Workcover certificate	This is for general practitioners and not treating specialists.

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

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

<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
33815 33818	ET560/ ET570	MAJOR ARTERY OR VEIN OF EXTREMITY, repair of wound of, with restoration of continuity, by lateral suture / MAJOR ARTERY OR VEIN OF EXTREMITY, repair of wound of, with restoration of continuity, by direct anastomosis	This item is applicable for repair of radial, ulnar or brachial arteries proximal to wrist crease.
39312	LN 740	NEUROLYSIS, internal (interfascicular) neurolysis of using microsurgical techniques	This item is never indicated in acute trauma. It is rarely indicated in elective surgery and is reserved for use in revision nerve decompression surgery. This item is not to be used in conjunction with MU400: Wrist carpal tunnel release (division of transverse carpal ligament), by open procedure.
39315	LN750	NERVE TRUNK, nerve graft to, (cable graft) including harvesting of nerve graft using microsurgical techniques	This item can only be charged once per named nerve trunk, regardless of the number and distal distribution of individual cables. This item cannot be used in conjunction with LN790, LN800 or LN810
39318	LN760	CUTANEOUS NERVE (including digital nerve), nerve graft to, using microsurgical techniques	This item cannot be used in conjunction with LN790, LN800 or LN810. This item cannot be used for prosthetic neural tubes or wraps. In this setting, LN 700 or LN710 are applicable.
39324	LN790/ 800	NEURECTOMY, NEUROTOMY or removal of tumour from superficial peripheral nerve, by open operation	This item cannot be used in conjunction with LN810.
39330	LN810	NEUROLYSIS by open operation without transposition, not being a service associated with a service to which Item LN740 applies	This item is not for the identification of nerves during surgical exposure. It is not to be used in combination with LN700. This item is not to be used in conjunction with MU400: Wrist carpal tunnel release (division of transverse carpal ligament) by open procedure. However, LN810 and MU400 can be used together for combined open carpal tunnel release and cubital tunnel release surgery. This item is not to be used in conjunction with ML235 Tendon sheath of hand/wrist open operation for stenosing tenovaginitis.
45203	MH115	SINGLE STAGE LOCAL FLAP, where indicated to repair 1 defect, complicated or large, and excluding flap for male pattern baldness and excluding H-flap or double advancement flap	This item is rarely indicated in the hand and wrist as a large defect will not be readily amenable to a local flap reconstruction. It is not to be used for suturing of traumatic skin flaps.
45206	MH125	SINGLE STAGE LOCAL FLAP where indicated to repair 1 defect, on eyelid, nose, lip, ear, neck, hand, thumb, finger or genitals, excluding H-flap or double advancement flap	This item can only be used once for a z-plasty.

<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
45500	MJ025	MICROVASCULAR REPAIR using microsurgical techniques, with restoration of continuity of artery or vein of distal extremity or digit	This item relates to microvascular repair of an artery or vein. This item will not be paid for repair of dorsal veins with volar skin intact, branches of digital arteries, branches of radial/ulnar vessels and venae comitantes of major arteries. Microvascular repairs distal to the metacarpophalangeal joint will also require clinical documentation of appropriate surgical technique utilising an operating microscope.
45501/ 45502	MJ030/ MJ035	MICROVASCULAR ANASTOMOSIS of artery using microsurgical techniques, for re-implantation of limb or digit/ MICROVASCULAR ANASTOMOSIS of vein using microsurgical techniques, for re-implantation of limb or digit	These items specifically relate to replantation of limb and digit i.e. The amputated portion must be completely detached.
45503	MJ045	MICRO-ARTERIAL or MICRO-VENOUS graft using microsurgical techniques	This item includes the remuneration for harvesting the graft and performing any microvascular anastomoses to the graft.
45515	MJ075	SCAR, other than on face or neck, NOT MORE THAN 7 CMS IN LENGTH, revision of, as an independent procedure, where undertaken in the operating theatre of a hospital or approved day hospital facility or where performed by a specialist in the practice of his or her specialty	This item cannot be used in conjunction with other items e.g. nerve repair, tendon repair, flap repair (i.e. intended to be an independent procedure).
45563	MJ245	NEUROVASCULAR ISLAND FLAP, including direct repair of secondary cutaneous defect if performed, excluding flap for male pattern baldness	This item is for a true island flap, elevated on a neurovascular pedicle for an existing traumatic defect. This item is not to be claimed for VY advancement flaps where MH125/45206 is applicable.
46325	ML105	CARPAL BONE replacement or resection arthroplasty using adjacent tendon or other soft tissue including associated tendon transfer or realignment when performed	This item is primarily intended for use in reconstruction for basal thumb arthritis. It is not approved for excision of the pisiform.
46327	ML115	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, arthrotomy of	This item is not to be used in addition to EA075/30023 when arthrotomy is performed to facilitate joint lavage within an open wound.
46330	ML125	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, ligamentous or capsular repair with or without arthrotomy	This item is only permitted for repair of named ligaments where preoperative or intraoperative findings document significant joint instability.
46333	ML135	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, ligamentous repair of using free tissue graft or implant	This item is only permitted for repair of named ligaments using free grafts or alloplast where preoperative or intraoperative findings document significant joint instability. This item cannot be used for reattachment of ligament using a bone anchor. ML125/46330 is the approved number.
46336	ML145	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, synovectomy, capsulectomy or debridement of, not being a service associated with any other procedure related to that joint	This item cannot be claimed in conjunction with any other item or procedure related to the joint. This item cannot be used in conjunction with EA075/30023 .

<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
46339	ML155	EXTENSOR tendons or FLEXOR tendons of hand or wrist synovectomy of	This item is not indicated for use with surgery for de Quervain's tenovaginitis ML235/46363 and is rarely indicated in routine carpal tunnel surgery.
46396	ML345	PHALANX or METACARPAL of the hand, osteotomy or osteectomy of	This item is applicable for removing excess bone formation in an intact bone. This is no longer to be applied to removal of loose pieces of bone in trauma or bone shortening for terminalisation or replantation. This is part of the debridement and is included in EA075/30023 if applicable.
46414	ML405	ARTIFICIAL TENDON PROSTHESIS, INSERTION OF in preparation for tendon grafting	Tenolysis (ML545, ML535 : 46450, 46453) or tenotomy (MR200: 47963) of the tendon to be grafted cannot be billed with this item.
46438	ML485	MALLET FINGER, closed pin fixation of	This item is not to be used in conjunction with MP005/47300
46450/ 46453	ML535/ ML545	EXTENSOR TENDON, TENOLYSIS OF, following tendon injury, repair or graft FLEXOR TENDON, TENOLYSIS OF, following tendon injury, repair or graft	These items are applicable for freeing tendons from scar following previous surgery or trauma. They are not indicated in an acute hand injury. ML545 cannot be claimed in conjunction with release of trigger finger.
46504	ML765	NEUROVASCULAR ISLAND FLAP, for pulp innervation	These items are only to be used for a heterodigital neurovascular island flap used to resurface pulp loss (e.g. Littler flap, first dorsal metacarpal artery or Kite flap).
46513/ 46516	ML795/ ML805	Digital nail of finger or thumb removal of	This item should not be used in association with nailbed repair (ML665/46486 or ML675/46489)
46516	ML805	DIGITAL NAIL OF FINGER OR THUMB, removal of in the operating theatre of a hospital or approved day hospital facility	This item is not to be used in association with primary or secondary nail bed repair (ML665/46486, ML675/46489)
46522	ML825	FLEXOR TENDON SHEATH OF FINGER OR THUMB – open operation and drainage for infection	This item is applicable only for drainage of suppurative flexor tenosynovitis It does not apply to washout of flexor sheath in acute injury.
47306	MP025	Distal PHALANX of FINGER or THUMB treatment of by open reduction	This item is not appropriate to be used in conjunction with ML665/46486 where a distal tuft fracture is manipulated into position.
47920	MR088	BONE GROWTH STIMULATOR, insertion of	This is only indicated where a mechanical bone growth stimulator has been inserted. It is not for the insertion of OP1 or other bone morphogenic proteins in the setting of hand surgery
47921	MR090	ORTHOPAEDIC PIN OR WIRE, insertion of, as an independent procedure	This item cannot be claimed when the k-wire has been used as part of fracture fixation.
47927	MR110	BURIED WIRE, PIN OR SCREW, 1 or more of, which were inserted for internal fixation purposes, removal of, in the operating theatre of a hospital or approved day hospital facility – per bone	This item applies for removal of buried k-wire. Where a k-wire or wires cross more than 2 bones, only 1 item number is claimable.

<i>CMBS item code</i>	<i>AMA item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
48239/ 47306	MR630/ MR640	BONE GRAFT (with or without internal fixation), not being a service to which another item in this Group applies	These items cannot be claimed in conjunction with fracture fixation numbers or the following item numbers : ML005, ML015, ML355, ML365, ML375, MR560-MR620.
48400	MS005	PHALANX, METATARSAL, ACCESSORY BONE OR SESAMOID BONE, osteotomy or osteectomy of, excluding services to which Item MX660 or MX670 applies	This item is only applicable to sesamoidectomy.
48406	MS025	FIBULA, RADIUS, ULNA, CLAVICLE, SCAPULA (other than acromion), RIB, TARSUS OR CARPUS, osteotomy or osteectomy of	This item is the appropriate number for excision of the pisiform. This item is not appropriate for simple removal of bone prominence, osteophytes or small quantities of excess bone.
49212	MU470	WRIST, arthrotomy of	This item is not to be used in conjunction with excision of primary or recurrent wrist ganglia. (ML725/46500,ML755/46503)
50106	MY035	JOINT, stabilisation of, involving 1 or more of: repair of capsule, repair of ligament or internal fixation, not being a service to which another item in this Group applies	This item is applicable for stabilization of CMC joints only.

Additional assistance:

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

Requirements for claims for payment

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

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

SCHEDULE C – Billing Items Used in Shoulder and Elbow Surgery

The Order adopts the WorkCover Qld Shoulder and Elbow Surgery Guidelines with minor modifications. These are outlined below and their use is mandatory when billing for shoulder and elbow surgery.

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
BONE GRAFTS		
MR550/48215	Humerus, bone graft to, with internal fixation	
MR640/48242	Bone graft, with internal fixation	Not being a service to which another item in this group applies

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
MS005/48400	Phalanx, metatarsal, accessory bone or sesamoid bone, osteotomy or osteectomy of, excluding services to which item MX660 or MX670 applies, any of items MX660, MX670, MR130 or MR140 apply	
MS025/48406	Fibula, radius, ulna, clavicle, scapula (other than acromion), rib, tarsus or carpus, osteotomy or osteectomy of	Excluding services to which items MR130/47933 or MR140/47936 apply Not to be used in combination with MT770/48951 Flag if this item is used in combination with any other shoulder item codes (MT600/48900 to MT800/48960)
MS035/48409	Fibula, radius, ulna, clavicle, scapula (other than acromion), rib, tarsus or carpus, osteotomy or osteectomy of, with internal fixation,	Excluding services to which items MR130/47933 or MR140/47936 apply Not to be used in combination with MT770/48951 Flag if this item is used in combination with any other shoulder items (MT600/48900 to MT800/48960)
MS045/48412	HUMERUS, osteotomy or osteectomy of, excluding services to which items MR130 or MR140 apply	Flag if this item is used for tennis elbow surgery
SHOULDERS		
MT600/48900	Excision or coraco-acromial ligament or removal of calcium deposit from cuff or both	Open operation not arthroscopic Use of this item rarely seen in WorkCover Queensland claims Flag if this item is used twice or more
MT610/48903	Decompression of subacromial space by acromioplasty	Open operation, also known as open acromioplasty or subacromial decompression (SAD)
MT620/48906	Repair of rotator cuff, including excision of coraco-acromial ligament	Known as open cuff repair without acromioplasty Not to be used in combination with MT600/48900. If MS025 is performed it cannot be used with MT770
MT630/48909	Repair of rotator cuff, including decompression of subacromial space by acromioplasty	Known as open rotator cuff repair with acromioplasty with excision of AC joint Not being a service to which item MT610/48903 applies Flag if this item is used with MX670/49851
MT640/48912	Shoulder arthrotomy	Use of this item rarely seen in WorkCover NSW claims Flag if this item is used in combination with any other item code for shoulder surgery
MT650/48915	Hemi-arthroplasty	Use of this item rarely seen in WorkCover NSW claims Maybe appropriate for shoulder fractures only
MT660/48918	Total replacement arthroplasty including rotator cuff repair	Use of this item rarely seen in WorkCover NSW claims
MT670/48921	Revision of total replacement arthroplasty	Use of this item rarely seen in WorkCover NSW claims
MT680/48924	Revision of total replacement arthroplasty with bone graft to scapula or humerus	Use of this item rarely seen in WorkCover NSW claims
MT690/48927	Removal of shoulder prosthesis	Use of this item rarely seen in WorkCover NSW claims
MT700/48930	Stabilisation for recurrent anterior/posterior dislocation	Known as open shoulder stabilisation (including repair of labrum) If recurrent, treatment option: highly recommend looking in claimant's history to determine if surgery is to treat the aggravation or pre-existing condition

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
MT710/48933	Stabilisation for multidirectional dislocation	Mostly used for open procedures
MT720/48936	Synovectomy as an independent procedure	Use of this item rarely seen in WorkCover NSW claims Flag if this item is used in combination with any other item code
MT730/48939	Arthrodesis with synovectomy	Use of this item rarely seen in WorkCover NSW claims Flag if this item is used once or more
MT740/48942	Arthrodesis with synovectomy, removal of prosthesis and bone grafting	Use of this item rarely seen in WorkCover NSW claims Flag if this item is used once or more
MT750/48945	Diagnostic arthroscopy	Not to be used with any arthroscopic procedure of the shoulder region May be used with open surgery i.e. MT630/48909, MT620/48906, MT710/48933
MT760/48948	Arthroscopic surgery, with one or more: removal loose bodies, decompression of calcium deposits, debridement labrum/synovium/rotator cuff, chondroplasty	Not to be used with any other arthroscopic procedure of the shoulder region Preparatory for an open procedure Appropriate with MT620/48906 and MT630/48909, May be used with MT700/48930 and MT710/48933
MT770/48951	Arthroscopic division of the coraco-acromial ligament including acromioplasty	Not to be used with any other arthroscopic procedure of the shoulder region Not to be used in combination with EA365/30111 or MT780/48954
MT780/48954	Arthroscopic total synovectomy including release of contracture (shoulder)	Known as frozen shoulder release; stand alone item code Not to be used with any other arthroscopic procedure of the shoulder region Not to be used in combination with MT770/48951 Flag if this item is used with any other item number for shoulder surgery
MT790/48957	Arthroscopic stabilisation for recurrent instability including labral tear or reattachment	Not to be used with any other arthroscopic procedure of the shoulder region If recurrent treatment option, highly recommend looking in claimant's history to determine if surgery is to treat the aggravation or pre-existing condition Flag if this item number used with any other item number for shoulder surgery
MT800/48960	Reconstruction or repair of, including rotator cuff by arthroscopic, arthroscopic assisted or mini open means; arthroscopic acromioplasty; or resection of acromioclavicular joint by separate approach	Not to be used with any procedure of the shoulder region Not to be used in combination with any other item number for shoulder surgery May be used with 18256 Not to be used with EA365/30111 Flag if this item number is used in combination with MT770/48951 or MT790/48957
ELBOW		
MU035/49100	Arthrotomy with removal one or more lavage, removal of loose body or division of contracture	Not to be used for tennis elbow surgery

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
MU045/49103	Ligamentous stabilisation	Not to be used in conjunction with LN810/39330 Acceptable to use LN810/39330 if the ulnar nerve requires mobilisation or decompression at the time of stabilisation (operation notes should reflect this). Transposition LN770/39321 is commonly used. Ulnar nerve transposition can occur frequently in large elbow operations. It may be necessary to perform neurolysis of more than one nerve such as radial and ulnar, if there was significant previous injury or previous surgery
MU055/49106	Arthrodesis with synovectomy	Use of this item rarely seen in WorkCover NSW claims Flag if this item code is used
MU065/49109	Total synovectomy	Known as common contracture release Use of this item rarely seen in WorkCover NSW claims May be appropriate with oosteotomy ie. MS045/48412 or MS025/48406 Flag if used
MU075/49112	Silastic replacement of radial head	Seen with fractures and dislocations May be associated with other item numbers i.e. MU045/49103 or MU075/49112 Not to be used in combination with MU065/49109 Flag if used
MU085/49115	Total joint replacement	Use of this item rarely seen in WorkCover NSW claims Flag if used
MU086/49116	Total replacement arthroplasty, revision including removal of prosthesis	Use of this item rarely seen in WorkCover NSW claims Flag if used
MU087/49117	Total replacement arthroplasty, revision procedure with bone grafting or removal or prosthesis	Use of this item rarely seen in WorkCover NSW claims Flag if used
MU095/49118	Diagnostic arthroscopy	Not to be used with any other arthroscopic procedure of the elbow region Appropriate for use with open elbow surgery
MU105/49121	Arthroscopic surgery of elbow	Involving any one or more of: drilling of defect, removal of loose body, release of contracture or adhesions, chondroplasty or osteoplasty (not a service associated with any other arthroscopic procedure of the elbow joint)
OTHER		
EA365/30111	Bursa (large) including olecranon, calcaneum or patella, excision of	May be used in combination with olecranon bursa Flag if used in combination with any shoulder surgery Not to be used in combination with MT800/48960
LN810/39330	Neurolysis by open operation without transposition	Not being a service associated with a service to which item LN740/39312 applies Can be used in combination with elbow surgery Not to be used in combination with MT760/48948 Flag if used in combination with any item codes for shoulder surgery
LIMB LENGTHENING AND DEFORMITY CORRECTION		
MZ330/50405	Elbow, flexorplasty or tendon transfer to restore elbow function	May be seen in distal biceps reconstruction Use of this item rarely seen in WorkCover NSW claims – set of item numbers address congenital conditions Flag if used

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
OTHER JOINTS		
MY035/50106	Joint, stabilisation of, involving one or more of: repair of capsule, repair of ligament or internal fixation	Not being a service to which another item in this Group applies Appropriate to be used with MT610/48903 and MR210/47966
MY055/50112	Cicatricial flexion or extension contraction of joint, correction of, involving tissues deeper than skin and subcutaneous tissue, not being a service to which another item in this group applies	Not to be used with any other arthroscopic procedure of the shoulder region Not to be used in combination with item code MT780/48954 Flag if used in combination with any item code for elbow and shoulder surgery Implies a release for stiffness after injury or surgery. May occur with other numbers in relation to a large release of the stiff elbow. Three to five item numbers should be in association with an operation that took two to three hours and is usually a revision situation or after serious trauma. The complexity should be reflected in the history of injury, number of prior operations, duration of surgery, complexity of the operation note.
MY065/50115	Joint or joints, manipulation of, performed in the operating theatre of a hospital	Not to be used for an 'examination' of a joint under general anaesthetic prior to an operation, where the general anaesthetic is for the operation itself Not being a service associated with a service to which another item in this group applies Flag if this item code is used two or more times
MY105/50127	Joint or joints, arthroplasty of, by any technique	Not being a service to which another item applies Not to be used in combination with any item code for shoulder, elbow or sternoclavicular surgery
GENERAL		
MP455/47429	Humerus, proximal, treatment of fracture of, by open reduction	
MP465/47432	Humerus, proximal, treatment of intra-articular fracture of, by open reduction	
MP485/47438	Humerus, proximal, treatment of fracture of, and associated dislocation of shoulder, by open reduction	
MP495/47441	Humerus, proximal, treatment of intra-articular fracture of, and associated dislocation of shoulder, by open reduction	
MR020/47903	Epicondylitis, open operation for	Tennis elbow Not to be used in combination with MS045/48412 Flag if used
MR110/47927	Buried wire, pin or screw, one or more of, which were inserted for internal fixation purposes, removal of, in the operating theatre of a hospital	Per bone
MR120/47930	Plate, rod or nail and associated wires, pins or screws, one or more of, all of which were inserted for internal fixation purposes, removal of	Not being a service associated with a service to which item MR100/47924 or MR110/47927 applies – per bone

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
MR170/47954	Tendon, repair of, as an independent procedure	Can be used in treating biceps tenodesis Flag if used with any other item code
MR190/47960	Tenotomy, subcutaneous	Not being a service to which another item in this group applies
MR200/47963	Tenotomy, open, with or without tenoplasty	Not being a service to which another item in this group applies Could be used in combination with MT770/48951 or MT800/48960
MR210/47966	Tendon or ligament, transfer,	As an independent procedure Could be used in combination with MT770/48951 or MT800/48960
MR220/47969	Tenosynovectomy	Not being a service to which another item in this group applies Should not be used for tennis elbow or shoulder surgery Flag if used for shoulder or elbow procedures

WORKERS COMPENSATION (SURGEON FEES) ORDER 2012

under the Workers Compensation Act 1987

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

Dated this 24th day of January 2012.

JULIE NEWMAN,
Acting Chief Executive Officer,
WorkCover Authority

Explanatory Note

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

(Note: Treatment by an orthopaedic surgeon is covered by the Workers Compensation (Orthopaedic Surgeon Fees) Order 2012. HowFever, maximum fees under this Order may apply to procedures carried out by an orthopaedic surgeon which are covered by the Workers Compensation (Orthopaedic Surgeon Fees) Order 2012).

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

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

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

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

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

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

Workers Compensation (Surgeon Fees) Order 2012**1. Name of Order**

This Order is the Workers Compensation (Surgeon Fees) Order 2012.

2. Commencement

This Order commences on 1 January 2012.

3. Definitions

In this Order (including Schedules A, B and C):

the Act means the Workers Compensation Act 1987.

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

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

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

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

AMA list means the document entitled List of Medical Services and Fees published by the Australian Medical Association and dated 1 November 2011.

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

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

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

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

The report will contain:

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

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

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

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

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

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

Revision surgery refers to a procedure carried out to revise earlier surgery. Where the revision surgery is performed by a surgeon other than the original surgeon it attracts a fee of 50% of the amount for the principal procedure in the initial surgery and the fee payable for the new procedure, except where the new procedure is specified as a revision procedure in the AMA list.

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

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

Surgeon means a medical practitioner who is currently a Fellow of the Australasian College of Surgeons. It includes a surgeon who is a staff member at a public hospital providing services at the hospital.

4. Application of Order

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

5. Maximum fees for treatment by surgeon

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

6. Billing items for hand surgery (Schedule B)

Schedule B provides mandatory guidelines that must be followed for billing items used in hand and wrist surgery only.

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

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

7. Billing items for shoulder and elbow surgery (Schedule C)

Schedule C provides mandatory guidelines that must be followed for billing items used in shoulder and elbow surgery only.

Any item number where the term “flag” is used in the “Clinical Indication” column highlights a potential exception that will require further justification. Should a surgeon seek an exception to the mandatory guidelines the surgeon must provide a written explanation to support the request. Further expert medical opinion may be sought by WorkCover to assist with approving surgery requests or invoices.

8. GST

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

SCHEDULE A – Maximum Fees for Surgeon

Item	Column 1 Type of service	Column 2 AMA Item(s)	Column 3 Maximum amount
Consultations			
1.	Initial consultation and report	AC500 (MBS 104) AC600 (MBS 6007)	\$280.30
2.	Extended initial consultation and report	AC500 (MBS104) AC600 (MBS 6007)	\$386.10
3.	Subsequent consultation and report	AC510 (MBS 105) AC610 (MBS 6009)	\$193.10
4.	After hours consultation		\$162.00 in addition to consultation fee
Procedures			
5.	Surgical procedures	EA015 (MBS 30001) to MY115 (MBS 50130)	150% of AMA Schedule
6.	Instrument fee	WCO003	\$193.10
7.	Assistant at operation	MZ900	\$323.80 or 20% of the fee for surgical procedures where the assistant fee applies, whichever is greater
8.	Multiple operations or injuries		Primary item number s to be paid in full, and additional item numbers at 75% of scheduled fee
9.	Aftercare visits		As per AMA Schedule
Insurer/lawyer requests			
10.	Opinion on file request		\$193.10
11.	Telephone requests		\$37.40 per 3-5 minute phone call
12.	Lost reports and reprints		\$130.80 per report
13.	Treating specialist reports (where additional information that is not related to the routine injury management of the patient, is requested by either party to a potential or current dispute).		Please refer to the Workplace Injury Management and Workers Compensation (Medical Examinations and Reports) Order 2012 Schedule 2
14.	Fees for providing copies of clinical notes and records		Please refer to the Workers Compensation (Medical Practitioners Fees) Order 2012 – Section 5 (5))

SCHEDULE B – Billing Items Used in Hand Surgery

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

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

<i>CMBS Item Code</i>	<i>AMA Item Code</i>	<i>Descriptor</i>	<i>Reason for Decline</i>
50127	MY105	JOINT OR JOINTS, arthroplasty of, by any technique not being a service to which another item applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
60506	OF820	FLUOROSCOPY using a mobile image intensifier, in conjunction with a surgical procedure lasting less than 1 hour, not being a service to which another item in this table applies (R)	This item cannot be claimed for use of image intensification when operated by the surgeon in the absence of a radiographer.
60509	OF824	FLUOROSCOPY using a mobile image intensifier, in conjunction with a surgical procedure lasting 1 hour or more, not being a service associated with a service to which another item in this table applies (R)	This item cannot be claimed for use of image intensification when operated by the surgeon in the absence of a radiographer.
	900001	Workcover certificate	This is for general practitioners and not treating specialists.

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

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

<i>CMBS Item Code</i>	<i>AMA Item Code</i>	<i>Descriptor</i>	<i>Clinical Indication</i>
33815 33818	ET560/ ET570	MAJOR ARTERY OR VEIN OF EXTREMITY, repair of wound of, with restoration of continuity, by lateral suture / MAJOR ARTERY OR VEIN OF EXTREMITY, repair of wound of, with restoration of continuity, by direct anastomosis	This item is applicable for repair of radial, ulnar or brachial arteries proximal to wrist crease.
39312	LN 740	NEUROLYSIS, internal (interfascicular) neurolysis of using microsurgical techniques	This item is never indicated in acute trauma. It is rarely indicated in elective surgery and is reserved for use in revision nerve decompression surgery. This item is not to be used in conjunction with MU400: Wrist carpal tunnel release (division of transverse carpal ligament), by open procedure.
39315	LN750	NERVE TRUNK, nerve graft to, (cable graft) including harvesting of nerve graft using microsurgical techniques	This item can only be charged once per named nerve trunk, regardless of the number and distal distribution of individual cables. This item cannot be used in conjunction with LN790, LN800 or LN810
39318	LN760	CUTANEOUS NERVE (including digital nerve), nerve graft to, using microsurgical techniques	This item cannot be used in conjunction with LN790, LN800 or LN810. This item cannot be used for prosthetic neural tubes or wraps. In this setting, LN 700 or LN710 are applicable.
39324	LN790/ 800	NEURECTOMY, NEUROTOMY or removal of tumour from superficial peripheral nerve, by open operation	This item cannot be used in conjunction with LN810.
39330	LN810	NEUROLYSIS by open operation without transposition, not being a service associated with a service to which Item LN740 applies	This item is not for the identification of nerves during surgical exposure. It is not to be used in combination with LN700. This item is not to be used in conjunction with MU400: Wrist carpal tunnel release (division of transverse carpal ligament) by open procedure. However, LN810 and MU400 can be used together for combined open carpal tunnel release and cubital tunnel release surgery. This item is not to be used in conjunction with ML235 Tendon sheath of hand/wrist open operation for stenosing tenovaginitis.
45203	MH115	SINGLE STAGE LOCAL FLAP, where indicated to repair 1 defect, complicated or large, and excluding flap for male pattern baldness and excluding H-flap or double advancement flap	This item is rarely indicated in the hand and wrist as a large defect will not be readily amenable to a local flap reconstruction. It is not to be used for suturing of traumatic skin flaps.
45206	MH125	SINGLE STAGE LOCAL FLAP where indicated to repair 1 defect, on eyelid, nose, lip, ear, neck, hand, thumb, finger or genitals, excluding H-flap or double advancement flap	This item can only be used once for a z-plasty.

<i>CMBS Item Code</i>	<i>AMA Item Code</i>	<i>Descriptor</i>	<i>Clinical Indication</i>
45500	MJ025	MICROVASCULAR REPAIR using microsurgical techniques, with restoration of continuity of artery or vein of distal extremity or digit	This item relates to microvascular repair of an artery or vein. This item will not be paid for repair of dorsal veins with volar skin intact, branches of digital arteries, branches of radial/ulnar vessels and venae comitantes of major arteries. Microvascular repairs distal to the metacarpophalangeal joint will also require clinical documentation of appropriate surgical technique utilising an operating microscope.
45501/ 45502	MJ030/ MJ035	MICROVASCULAR ANASTOMOSIS of artery using microsurgical techniques, for re-implantation of limb or digit/ MICROVASCULAR ANASTOMOSIS of vein using microsurgical techniques, for re-implantation of limb or digit	These items specifically relate to replantation of limb and digit i.e: the amputated portion must be completely detached.
45503	MJ045	MICRO-ARTERIAL or MICRO-VENOUS graft using microsurgical techniques	This item includes the remuneration for harvesting the graft and performing any microvascular anastomoses to the graft.
45515	MJ075	SCAR, other than on face or neck, NOT MORE THAN 7 CMS IN LENGTH, revision of, as an independent procedure, where undertaken in the operating theatre of a hospital or approved day hospital facility, or where performed by a specialist in the practice of his or her specialty	This item cannot be used in conjunction with other items e.g. nerve repair, tendon repair, flap repair (i.e. intended to be an independent procedure).
45563	MJ245	NEUROVASCULAR ISLAND FLAP, including direct repair of secondary cutaneous defect if performed, excluding flap for male pattern baldness	This item is for a true island flap, elevated on a neurovascular pedicle for an existing traumatic defect. This item is not to be claimed for VY advancement flaps where MH125/45206 is applicable.
46325	ML105	CARPAL BONE replacement or resection arthroplasty using adjacent tendon or other soft tissue including associated tendon transfer or realignment when performed	This item is primarily intended for use in reconstruction for basal thumb arthritis. It is not approved for excision of the pisiform.
46327	ML115	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, arthrotomy of	This item is not to be used in addition to EA075/30023 when arthrotomy is performed to facilitate joint lavage within an open wound.
46330	ML125	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, ligamentous or capsular repair with or without arthrotomy	This item is only permitted for repair of named ligaments where preoperative or intraoperative findings document significant joint instability.
46333	ML135	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, ligamentous repair of using free tissue graft or implant	This item is only permitted for repair of named ligaments using free grafts or alloplast where preoperative or intraoperative findings document significant joint instability. This item cannot be used for reattachment of ligament using a bone anchor. ML25/46330 is the approved number.
46336	ML145	INTER-PHALANGEAL JOINT or METACARPOPHALANGEAL JOINT, synovectomy, capsulectomy or debridement of, not being a service associated with any other procedure related to that joint	This item cannot be claimed in conjunction with any other item or procedure related to the joint. This item cannot be used in conjunction with EA075/30023 .

<i>CMBS Item Code</i>	<i>AMA Item Code</i>	<i>Descriptor</i>	<i>Clinical Indication</i>
46339	ML155	EXTENSOR tendons or FLEXOR tendons of hand or wrist synovectomy of	This item is not indicated for use with surgery for de Quervain's tenovaginitis (ML235/46363) and is rarely indicated in routine carpal tunnel surgery.
46396	ML345	PHALANX or METACARPAL of the hand, osteotomy or osteectomy of	This item is applicable for removing excess bone formation in an intact bone. This is no longer to be applied to removal of loose pieces of bone in trauma or bone shortening for terminalisation or replantation. This is part of the debridement and is included in EA075/30023 if applicable.
46414	ML405	ARTIFICIAL TENDON PROSTHESIS, INSERTION OF in preparation for tendon grafting	Tenolysis (ML545, ML535 : 46450, 46453) or tenotomy (MR200: 47963) of the tendon to be grafted cannot be billed with this item.
46438	ML485	MALLET FINGER, closed pin fixation of	This item is not to be used in conjunction with 47300 (MP005).
46450/ 46453	ML535/ ML545	EXTENSOR TENDON, TENOLYSIS OF, following tendon injury, repair or graft FLEXOR TENDON, TENOLYSIS OF, following tendon injury, repair or graft	These items are applicable for freeing tendons from scar following previous surgery or trauma. They are not indicated in an acute hand injury. ML545 cannot be claimed in conjunction with release of trigger finger.
46504	ML765	NEUROVASCULAR ISLAND FLAP, for pulp innervation	These items are only to be used for a heterodigital neurovascular island flap used to resurface pulp loss (e.g. Littler flap, first dorsal metacarpal artery or Kite flap).
46513/ 46516	ML795/ ML805	Digital nail of finger or thumb removal of	This item should not be used in association with nailbed repair (ML665/46486 or ML675/46489).
46516	ML805	DIGITAL NAIL OF FINGER OR THUMB, removal of in the operating theatre of a hospital or approved day hospital facility	This item is not to be used in association with primary or secondary nail bed repair (ML665/46486, ML675/46489).
46522	ML825	FLEXOR TENDON SHEATH OF FINGER OR THUMB - open operation and drainage for infection	This item is applicable only for drainage of suppurative flexor tenosynovitis. It does not apply to washout of flexor sheath in acute injury.
47306	MP025	Distal PHALANX of FINGER or THUMB treatment of by open reduction	This item is not appropriate to be used in conjunction with ML665/46486 where a distal tuft fracture is manipulated into position.
47920	MR088	BONE GROWTH STIMULATOR, insertion of	This is only indicated where a mechanical bone growth stimulator has been inserted. It is not for the insertion of OP1 or other bone morphogenic proteins in the setting of hand surgery
47921	MR090	ORTHOPAEDIC PIN OR WIRE, insertion of, as an independent procedure	This item cannot be claimed when the k-wire has been used as part of fracture fixation.
47927	MR110	BURIED WIRE, PIN OR SCREW, 1 or more of, which were inserted for internal fixation purposes, removal of, in the operating theatre of a hospital or approved day hospital facility - per bone	This item applies for removal of buried k-wire. Where a k-wire or wires cross more than 2 bones, only 1 item number is claimable.

<i>CMBS Item Code</i>	<i>AMA Item Code</i>	<i>Descriptor</i>	<i>Clinical Indication</i>
48239/ 47306	MR630/ MR640	BONE GRAFT (with or without internal fixation), not being a service to which another item in this Group applies	These items cannot be claimed in conjunction with fracture fixation numbers or the following item numbers : ML005, ML015, ML355, ML365, ML375, MR560-MR620.
48400	MS005	PHALANX, METATARSAL, ACCESSORY BONE OR SESAMOID BONE, osteotomy or osteectomy of, excluding services to which Item MX660 or MX670 applies	This item is only applicable to sesamoidectomy.
48406	MS025	FIBULA, RADIUS, ULNA, CLAVICLE, SCAPULA (other than acromion), RIB, TARSUS OR CARPUS, osteotomy or osteectomy of	This item is the appropriate number for excision of the pisiform. This item is not appropriate for simple removal of bone prominence, osteophytes or small quantities of excess bone.
49212	MU470	WRIST, arthrotomy of	This item is not to be used in conjunction with excision of primary or recurrent wrist ganglia. (ML725/46500,ML755/46503/)
50106	MY035	JOINT, stabilisation of, involving 1 or more of: repair of capsule, repair of ligament or internal fixation, not being a service to which another item in this Group applies	This item is applicable for stabilization of CMC joints only.

Additional assistance:

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

Requirements for claims for payment

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

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

SCHEDULE C – Billing Items Used in Shoulder and Elbow Surgery

The Order adopts the WorkCover Qld Shoulder and Elbow Surgery Guidelines with minor modifications. These are outlined below and their use is mandatory when billing for shoulder and elbow surgery.

<i>AMA/CMBS Item Code</i>	<i>Descriptor</i>	<i>Clinical Indication</i>
BONE GRAFTS		
MR550/48215	Humerus, bone graft to, with internal fixation	
MR640/48242	Bone graft, with internal fixation	Not being a service to which another item in this group applies

<i>AMA/CMBS Item Code</i>	<i>Descriptor</i>	<i>Clinical Indication</i>
MS005/48400	Phalanx, metatarsal, accessory bone or sesamoid bone, osteotomy or osteectomy of, excluding services to which item MX660 or MX670 applies, any of items MX660, MX670, MR130 or MR140 apply	
MS025/48406	Fibula, radius, ulna, clavicle, scapula (other than acromion), rib, tarsus or carpus, osteotomy or osteectomy of	Excluding services to which items MR130/47933 or MR140/47936 apply Not to be used in combination with MT770/48951 Flag if this item is used in combination with any other shoulder item codes (MT600/48900 to MT800/48960)
MS035/48409	Fibula, radius, ulna, clavicle, scapula (other than acromion), rib, tarsus or carpus, osteotomy or osteectomy of, with internal fixation,	Excluding services to which items MR130/47933 or MR140/47936 apply Not to be used in combination with MT770/48951 Flag if this item is used in combination with any other shoulder items (MT600/48900 to MT800/48960)
MS045/48412	HUMERUS, osteotomy or osteectomy of, excluding services to which items MR130 or MR140 apply	Flag if this item is used for tennis elbow surgery
SHOULDERS		
MT600/48900	Excision or coraco-acromial ligament or removal of calcium deposit from cuff or both	Open operation not arthroscopic Use of this item rarely seen in WorkCover Queensland claims Flag if this item is used twice or more
MT610/48903	Decompression of subacromial space by acromioplasty	Open operation, also known as open acromioplasty or subacromial decompression (SAD)
MT620/48906	Repair of rotator cuff, including excision of coraco-acromial ligament	Known as open cuff repair without acromioplasty Not to be used in combination with MT600/48900. If MS025 is performed it cannot be used with MT770
MT630/48909	Repair of rotator cuff, including decompression of subacromial space by acromioplasty	Known as open rotator cuff repair with acromioplasty with excision of AC joint Not being a service to which item MT610/48903 applies Flag if this item is used with MX670/49851
MT640/48912	Shoulder arthrotomy	Use of this item rarely seen in WorkCover NSW claims Flag if this item is used in combination with any other item code for shoulder surgery
MT650/48915	Hemi-arthroplasty	Use of this item rarely seen in WorkCover NSW claims Maybe appropriate for shoulder fractures only
MT660/48918	Total replacement arthroplasty including rotator cuff repair	Use of this item rarely seen in WorkCover NSW claims
MT670/48921	Revision of total replacement arthroplasty	Use of this item rarely seen in WorkCover NSW claims
MT680/48924	Revision of total replacement arthroplasty with bone graft to scapula or humerus	Use of this item rarely seen in WorkCover NSW claims
MT690/48927	Removal of shoulder prosthesis	Use of this item rarely seen in WorkCover NSW claims
MT700/48930	Stabilisation for recurrent anterior/posterior dislocation	Known as open shoulder stabilisation (including repair of labrum) If recurrent, treatment option: highly recommend looking in claimant's history to determine if surgery is to treat the aggravation or pre-existing condition

<i>AMA/CMBS Item Code</i>	<i>Descriptor</i>	<i>Clinical Indication</i>
MT710/48933	Stabilisation for multidirectional dislocation	Mostly used for open procedures
MT720/48936	Synovectomy as an independent procedure	Use of this item rarely seen in WorkCover NSW claims Flag if this item is used in combination with any other item code
MT730/48939	Arthrodesis with synovectomy	Use of this item rarely seen in WorkCover NSW claims Flag if this item is used once or more
MT740/48942	Arthrodesis with synovectomy, removal of prosthesis and bone grafting	Use of this item rarely seen in WorkCover NSW claims Flag if this item is used once or more
MT750/48945	Diagnostic arthroscopy	Not to be used with any arthroscopic procedure of the shoulder region May be used with open surgery i.e. MT630/48909, MT620/48906, MT710/48933
MT760/48948	Arthroscopic surgery, with one or more: removal loose bodies, decompression of calcium deposits, debridement labrum/synovium/rotator cuff, chondroplasty	Not to be used with any other arthroscopic procedure of the shoulder region Preparatory for an open procedure Appropriate with MT620/48906 and MT630/48909, May be used with MT700/48930 and MT710/48933
MT770/48951	Arthroscopic division of the coraco-acromial ligament including acromioplasty	Not to be used with any other arthroscopic procedure of the shoulder region Not to be used in combination with EA365/30111 or MT780/48954
MT780/48954	Arthroscopic total synovectomy including release of contracture (shoulder)	Known as frozen shoulder release; stand alone item code Not to be used with any other arthroscopic procedure of the shoulder region Not to be used in combination with MT770/48951 Flag if this item is used with any other item number for shoulder surgery
MT790/48957	Arthroscopic stabilisation for recurrent instability including labral tear or reattachment	Not to be used with any other arthroscopic procedure of the shoulder region If recurrent treatment option, highly recommend looking in claimant's history to determine if surgery is to treat the aggravation or pre-existing condition Flag if this item number used with any other item number for shoulder surgery
MT800/48960	Reconstruction or repair of, including rotator cuff by arthroscopic, arthroscopic assisted or mini open means; arthroscopic acromioplasty; or resection of acromioclavicular joint by separate approach	Not to be used with any procedure of the shoulder region Not to be used in combination with any other item number for shoulder surgery May be used with 18256 Not to be used with EA365/30111 Flag if this item number is used in combination with MT770/48951 or MT790/48957
ELBOW		
MU035/49100	Arthrotomy with removal one or more lavage, removal of loose body or division of contracture	Not to be used for tennis elbow surgery

<i>AMA/CMBS Item Code</i>	<i>Descriptor</i>	<i>Clinical Indication</i>
MU045/49103	Ligamentous stabilisation	Not to be used in conjunction with LN810/39330 Acceptable to use LN810/39330 if the ulnar nerve requires mobilisation or decompression at the time of stabilisation (operation notes should reflect this). Transposition LN770/39321 is commonly used. Ulnar nerve transposition can occur frequently in large elbow operations. It may be necessary to perform neurolysis of more than one nerve such as radial and ulnar, if there was significant previous injury or previous surgery
MU055/49106	Arthrodesis with synovectomy	Use of this item rarely seen in WorkCover NSW claims Flag if this item code is used
MU065/49109	Total synovectomy	Known as common contracture release Use of this item rarely seen in WorkCover NSW claims May be appropriate with oosteotomy ie. MS045/48412 or MS025/ 48406 Flag if used
MU075/49112	Silastic replacement of radial head	Seen with fractures and dislocations May be associated with other item numbers i.e. MU045/49103 or MU075/49112 Not to be used in combination with MU065/49109 Flag if used
MU085/49115	Total joint replacement	Use of this item rarely seen in WorkCover NSW claims Flag if used
MU086/49116	Total replacement arthroplasty, revision including removal of prosthesis	Use of this item rarely seen in WorkCover NSW claims Flag if used
MU087/49117	Total replacement arthroplasty, revision procedure with bone grafting or removal or prosthesis	Use of this item rarely seen in WorkCover NSW claims Flag if used
MU095/49118	Diagnostic arthroscopy	Not to be used with any other arthroscopic procedure of the elbow region Appropriate for use with open elbow surgery
MU105/49121	Arthroscopic surgery of elbow	Involving any one or more of: drilling of defect, removal of loose body, release of contracture or adhesions, chondroplasty, or osteoplasty (not a service associated with any other arthroscopic procedure of the elbow joint)
OTHER		
EA365/30111	Bursa (large) including olecranon, calcaneum or patella, excision of	May be used in combination with olecranon bursa Flag if used in combination with any shoulder surgery Not to be used in combination with MT800/48960
LN810/39330	Neurolysis by open operation without transposition	Not being a service associated with a service to which item LN740/39312 applies Can be used in combination with elbow surgery Not to be used in combination with MT760/48948 Flag if used in combination with any item codes for shoulder surgery
LIMB LENGTHENING AND DEFORMITY CORRECTION		
MZ330/50405	Elbow, flexorplasty, or tendon transfer to restore elbow function	May be seen in distal biceps reconstruction Use of this item rarely seen in WorkCover NSW claims – set of item numbers address congenital conditions Flag if used

<i>AMA/CMBS Item Code</i>	<i>Descriptor</i>	<i>Clinical Indication</i>
OTHER JOINTS		
MY035/50106	Joint, stabilisation of, involving one or more of: repair of capsule, repair of ligament or internal fixation	Not being a service to which another item in this Group applies Appropriate to be used with MT610/48903 and MR210/47966
MY055/50112	Cicatricial flexion or extension contraction of joint, correction of, involving tissues deeper than skin and subcutaneous tissue, not being a service to which another item in this group applies	Not to be used with any other arthroscopic procedure of the shoulder region Not to be used in combination with item code MT780/48954 Flag if used in combination with any item code for elbow and shoulder surgery Implies a release for stiffness after injury or surgery. May occur with other numbers in relation to a large release of the stiff elbow. Three to five item numbers should be in association with an operation that took two to three hours and is usually a revision situation or after serious trauma. The complexity should be reflected in the history of injury, number of prior operations, duration of surgery, complexity of the operation note.
MY065/50115	Joint or joints, manipulation of, performed in the operating theatre of a hospital	Not to be used for an 'examination' of a joint under general anaesthetic prior to an operation, where the general anaesthetic is for the operation itself Not being a service associated with a service to which another item in this group applies Flag if this item code is used two or more times
MY105/50127	Joint or joints, arthroplasty of, by any technique	Not being a service to which another item applies Not to be used in combination with any item code for shoulder, elbow or sternoclavicular surgery
GENERAL		
MP455/47429	Humerus, proximal, treatment of fracture of, by open reduction	
MP465/47432	Humerus, proximal, treatment of intra-articular fracture of, by open reduction	
MP485/47438	Humerus, proximal, treatment of fracture of, and associated dislocation of shoulder, by open reduction	
MP495/47441	Humerus, proximal, treatment of intra-articular fracture of, and associated dislocation of shoulder, by open reduction	
MR020/47903	Epicondylitis, open operation for	Tennis elbow Not to be used in combination with MS045/48412 Flag if used
MR110/47927	Buried wire, pin or screw, one or more of, which were inserted for internal fixation purposes, removal of, in the operating theatre of a hospital	Per bone
MR120/47930	Plate, rod or nail and associated wires, pins or screws, one or more of, all of which were inserted for internal fixation purposes, removal of	Not being a service associated with a service to which item MR100/47924 or MR110/47927 applies - per bone

<i>AMA/CMBS Item Code</i>	<i>Descriptor</i>	<i>Clinical Indication</i>
MR170/47954	Tendon, repair of, as an independent procedure	Can be used in treating biceps tenodesis Flag if used with any other item code
MR190/47960	Tenotomy, subcutaneous	Not being a service to which another item in this group applies
MR200/47963	Tenotomy, open, with or without tenoplasty	Not being a service to which another item in this group applies Could be used in combination with MT770/48951 or MT800/48960
MR210/47966	Tendon or ligament, transfer,	As an independent procedure Could be used in combination with MT770/48951 or MT800/48960
MR220/47969	Tenosynovectomy	Not being a service to which another item in this group applies Should not be used for tennis elbow or shoulder surgery Flag if used for shoulder or elbow procedures

PRIVATE ADVERTISEMENTS

COUNCIL NOTICES

ARMIDALE DUMARESQ COUNCIL

Roads Act 1993

Naming of Roads

NOTICE is hereby given that Armidale Dumaresq Council, in pursuance of section 162 of the Roads Act 1993 has officially named the roads as shown hereunder:

Location: In the Subdivision of land situated off 260 Old Gostwyck Road and 523 Platform Road, being Lot 2, DP 1046517; Lot 172, DP 1084198 and Lot 173, DP 755808

Names: Post Way
Nelson Place
Lilley Lane

S. BURNS, General Manager, Armidale Dumaresq Council, PO Box 75A, Armidale NSW 2350. [6291]

COWRA SHIRE COUNCIL

Roads Act 1993, Section 162

NOTICE is hereby given that Cowra Shire Council, in pursuance of section 162 of the Roads Act 1993, has named the following roads:

<i>Location</i>	<i>New Road Name</i>
New road formation intersecting with Acacia Circuit and extending in a west-bound direction.	Melaleuca Circuit.

New road formation intersecting with Acacia Circuit and extending in a north-bound direction.	Callistemon Close.
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Existing gravel road formation beginning at it's intersection with North Logan Road (opposite Glen Logan Road) and extending south-bound towards the Lachlan River.	Lowe Lane.
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Existing road formation that intersects with, and is located on the northern side of Waratah Street, between the Olympic Way and Mees Street, Cowra.	Kollas Drive.
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NOTICE is hereby given that Cowra Shire Council, in pursuance of section 162 of the Roads Act 1993, has renamed the following roads:

<i>Existing Road Name/Location</i>	<i>New Road Name</i>
Old Tip Road, existing road formation beginning at it's intersection with Binni Creek Road and extending east-bound towards Sakura Avenue.	Yarrabilly Drive.

Authorised by resolution of Council on 19 December 2011. PAUL DEVERY, General Manager, Cowra Shire Council, Private Bag 342, Cowra NSW 2794. [6292]

OBERON COUNCIL

Public Road Naming

NOTICE is hereby given that Oberon Council, in pursuance of section 62 of the Roads Act 1993, has approved the following road names for gazettal:

<i>Description</i>	<i>Road Name</i>
Located approximately 9.6kms along The Hazelgrove Road, runs west for approx. 0.335kms, unsealed.	Caseys Lane.

LEANNE E. MASH, General Manager, Oberon Council,
PO Box 84, Oberon NSW 2787. [6293]

PORT MACQUARIE-HASTINGS COUNCIL

Roads Act 1993

Roads Regulation 2008

Renaming of Public Roads

NOTICE is hereby given that Port Macquarie-Hastings Council, in pursuance of section 162 of the Roads Act 1993 and section 9 of the Roads Regulation 2008 hereby renames the public roads as detailed in the schedule below. TONY HAYWARD, General Manager, Port Macquarie-Hastings Council, PO Box 84, Port Macquarie NSW 2444.

SCHEDULE

<i>Former Name and Location/Description</i>	<i>New Name</i>
Brenchley Place at Crosslands	Brenchley Circuit
The non upgraded section of the Oxley Highway between Wrights Road and the Pacific Highway at Port Macquarie and Thrumster.	John Oxley Drive

[6294]

SHOALHAVEN CITY COUNCIL

Roads Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

SHOALHAVEN CITY COUNCIL declares, with the approval of Her Excellency the Governor, that the land and easement described in the Schedule below, excluding any mines or deposits of minerals in the land, are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for a sewerage plant. Dated at Nowra this 27th day of January 2012. R. PIGG, General Manager, Bridge Road (PO Box 42), Nowra NSW 2541 tel.: (02) 4429 3111.

SCHEDULE

Lot 1, DP 1109183. Easement for sewerage 10 wide and variable shown as "A" in DP 1109183. [6295]

YASS VALLEY COUNCIL

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

YASS VALLEY COUNCIL declares with the approval of Her Excellency the Governor that the land described in the Schedule below, excluding any mines or deposits of minerals in the land, is acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for a State Emergency Service Shed. Dated at Yass, this 1st day of February 2012. DAVID ROWE, General Manager, Yass Valley Council, PO Box 6, Yass NSW 2582.

SCHEDULE

Lot 2, DP 1166855. [6296]

ESTATE NOTICES

NOTICE of intended distribution of estate – Estate of JACOB JOSEPH ABESHOUSE – NSW grant made 23 February 2011 – Any person having any claim upon the estate of Jacob Joseph Abeshouse, late of Chatswood, who died on 20 November 2010 must send particulars of the claim to the legal representatives, Lionel Solomon Abeshouse and John Ashton King, for the estate at care of A E Whatmore, G C M Gee & Co, 5, 46 Burns Bay Road, Lane Cove NSW 2066, ref DRT:NOB:013933, within 30 days from publication of this notice. After that time and after 6 months from the date of death of the deceased the legal representatives intend to distribute the property in the estate having regard only to the claims of which the legal representative had notice at the time of distribution. A E Whatmore, G C M Gee & Co, 5, 46 Burns Bay Road, Lane Cove NSW 2066. [6297]

NOTICE of intended distribution – Estate of MAVIS LORRAINE LAVELLE – NSW grant made 6 January 2012. – Any person having any claim upon the estate of Mavis Lorraine Lavelle, late of Gordon, in the State of New South Wales, who died on 6 November 2011, must send particulars of the claim to the legal representative for her estate, c.o. Barton & Co, 128/121-133 Pacific Highway, Hornsby NSW 2077 or PO Box 344, Hornsby NSW 1630, not more than 30 days after the publication of this notice. After that time the legal representative intends to distribute the property having regard only to the claims of which the legal representative had notice at the time of distribution. BARTON & CO, Solicitors, 128/121-133 Pacific Highway, Hornsby NSW 2077 (PO Box 344, Hornsby NSW 1630), tel.: (02) 9476 1744. Reference: DFB/RS. [6298]

NOTICE of intended distribution – Estate of DOREEN GERTRUDE SALT – NSW grant made 16 January 2012. – Any person having any claim upon the estate of Doreen Gertrude Salt must send particulars of the claim to the legal representative for her estate, care of Mervyn Finlay, Thorburn & Marshall, GPO Box A276, Sydney NSW 1235, Reference: DLT:212111, within 30 days from publication of this notice. After that time and after 6 months from the date of death of the deceased the legal representative intends to distribute the property having regard only to the claims of which the legal representative had notice at the time of distribution. MERVYN FINLAY, THORBURN & MARSHALL, Solicitors, Level 2, 225 Macquarie Street, Sydney NSW 2000, tel.: (02) 9223 6544. [6299]

COMPANY NOTICES

Succession Act 2006, section 93, Probate and Administration Act 1898, section 92 and Trustee Act 1925, section 60 – Notice of intended distribution – ANSETT RESIDUAL SUPERANNUATION FUND (ABN 72 138 705 849) – Any person having any claim upon the Ansett Residual Superannuation Fund must send particulars of the claim to: The Trustee, Mercer Superannuation (Australia) Limited (MSAL) (ABN 79 004 717 533), AFSL number 235906, GPO Box 9946, Melbourne Vic 3001, within 60 days from publication of this notice. After that time the Trustee intends to distribute the assets of the Ansett Residual Superannuation Fund having regard only to the claims of which the Trustee has notice at the time of distribution. [6300]

NOTICE of Final Meeting of Members. – In the matter of the Corporations Act 2001 and in the matter of FANTED PTY LTD (In Liquidation), ACN 054 149 674. – Notice is hereby given pursuant to section 509 of the Corporations Act 2001, that the final meeting of the Members of the abovenamed Company will be held on 6 March 2012, 9:00 a.m., at the office of Crosbie Warren Sinclair, cnr Pacific Highway and Warabrook Boulevard, Warabrook NSW 2304, for the purpose of having an account laid before them showing the manner in which the winding up has been conducted and the property of the Company disposed of and hearing any explanation that may be given by the Liquidator. Dated 31 January 2012. BRENT ANTONY PERKINS, Liquidator, c.o. Crosbie Warren Sinclair, Box 29, Hunter Region Mail Centre NSW 2310, tel.: (02) 4923 4000. [6301]

OTHER NOTICES**ANGLICAN DIOCESE OF ARMIDALE**

Notice of Appointment of Trustees

PURSUANT to section 42 of the Anglican Church of Australia Trust Property Act 1917 (“the Act”), I, PETER ROBERT BRAIN, Bishop of Armidale, hereby give notice in this Gazette that the Diocesan Council on 29 November 2011, in exercising its powers and functions during the recess of Synod of the Diocese of Armidale in accordance with section 12 of the Act, Clause 3 of The Corporate Trustees Ordinance 2009, and Clause 11 of the Church Property Act Procedure Ordinance 1935, did by resolution declare the existence of two vacancies in the office of members of The Corporate Trustees of the Diocese of Armidale consequent upon the resignations of Maxwell Gordon BROWNING and Martin John TROTMAN, former members of The Corporate Trustees of the Diocese of Armidale, and did elect Stephen Morrison MILLAR and Thomas John HANSEN to be members of The Corporate Trustees of the Diocese of Armidale in place of the members referred to in the said resolution. P. R. BRAIN, Bishop of Armidale, Diocesan Registry, 116 Rusden Street, Armidale NSW 2350, tel.: (02) 6772 4491. [6302]

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