



Government Gazette

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NEW SOUTH WALES

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LEGISLATION

Online notification of the making of statutory instruments

Week beginning 28 May 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

- Associations Incorporation Amendment (Fees) Regulation 2012 (2012-212) — published LW 1 June 2012
- Co-operative Housing and Starr-Bowkett Societies Amendment (Fees) Regulation 2012 (2012-215) — published LW 1 June 2012
- Co-operatives Amendment (Fees) Regulation 2012 (2012-216) — published LW 1 June 2012
- Community Land Management Amendment (Fees) Regulation 2012 (2012-213) — published LW 1 June 2012
- Consumer, Trader and Tenancy Tribunal Amendment (Fees) Regulation 2012 (2012-214) — published LW 1 June 2012
- Conveyancers Licensing Amendment (Approved Professional Indemnity Insurance Policy) Order 2012 (2012-236) — published LW 1 June 2012
- District Court Amendment (Affidavit of Service) Rule 2012 (2012-217) — published LW 1 June 2012
- District Court Amendment (Audio Visual Links) Rule 2012 (2012-218) — published LW 1 June 2012
- District Court Amendment (Trans-Tasman Criminal Proceedings) Rule 2012 (2012-219) — published LW 1 June 2012
- Electricity (Consumer Safety) Amendment (Fees) Regulation 2012 (2012-220) — published LW 1 June 2012
- Electricity Supply (General) Amendment (Electricity Tariff Equalisation Fund) Regulation 2012 (2012-221) — published LW 1 June 2012
- Funeral Funds Amendment (Fees) Regulation 2012 (2012-222) — published LW 1 June 2012
- Health Practitioner Regulation (New South Wales) Amendment (Health Professional Councils) Regulation 2012 (2012-223) — published LW 1 June 2012
- Health Services (Dissolution of Health Reform Transitional Organisations) Order 2012 (2012-224) — published LW 1 June 2012
- Landlord and Tenant Amendment (Fees) Regulation 2012 (2012-225) — published LW 1 June 2012
- Liquor Amendment (Special Events—Extended Trading Periods) Regulation (No 2) 2012 (2012-226) — published LW 1 June 2012
- Liquor Amendment (Special Licence Conditions) Regulation 2012 (2012-227) — published LW 1 June 2012

Partnership Amendment (Fees) Regulation 2012 (2012-228) — published LW 1 June 2012

Strata Schemes Management Amendment (Fees) Regulation 2012 (2012-229) — published LW 1 June 2012

Victims Support and Rehabilitation (Compensation Levy) Amendment Notice 2012 (2012-230) — published LW 1 June 2012

Water Management (Application of Act to NSW Border Rivers Unregulated and Alluvial Water Sources) Proclamation 2012 (2012-231) — published LW 1 June 2012

Water Management (General) Amendment (NSW Border Rivers Water Sharing Plan) Regulation 2012 (2012-232) — published LW 1 June 2012

Water Sharing Plan for the NSW Border Rivers Unregulated and Alluvial Water Sources 2012 (2012-210) — published 1 June 2012

Water Sharing Plan for the Tenterfield Creek Water Source Amendment Order 2012 (2012-211) — published 1 June 2012

Environmental Planning Instruments

Blacktown Local Environmental Plan 1988 (Amendment No 231) (2012-233) — published LW 1 June 2012

Campbelltown (Urban Area) Local Environmental Plan 2002 (Amendment No 23) (2012-234) — published LW 1 June 2012

Coffs Harbour City Local Environmental Plan 2000 (Amendment No 38) (2012-235) — published LW 1 June 2012

Assents to Acts

ACTS OF PARLIAMENT ASSENTED TO

Legislative Assembly Office, Sydney, 29 May 2012

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has, in the name and on behalf of Her Majesty, this day assented to the undermentioned Acts passed by the Legislative Assembly and Legislative Council of New South Wales in Parliament assembled, viz.:

Act No. 30, 2012 – An Act to amend the Biofuels Act 2007 to remove the requirement for primary wholesalers selling regular unleaded petrol to ensure that it is E10 from 1 July 2012 and to make a consequential amendment to the Biofuels Regulation 2007. [**Biofuels Amendment Bill**]

Act No. 31, 2012 – An Act to amend the Animal Diseases (Emergency Outbreaks) Act 1991, the Fisheries Management Act 1994, the Noxious Weeds Act 1993 and the Plant Diseases Act 1924 to make further provision with respect to biosecurity; and for other purposes. [**Primary Industries Legislation Amendment (Biosecurity) Bill**]

Act No. 32, 2012 – An Act to provide for the licensing and regulation of body art tattooing businesses and body art tattooists [**Tattoo Parlours Bill**]

RONDA MILLER,
Clerk of the Legislative Assembly

ACT OF PARLIAMENT ASSENTED TO

Legislative Assembly Office, Sydney, 5 June 2012

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has, in the name and on behalf of Her Majesty, this day assented to the undermentioned Act passed by the Legislative Assembly and Legislative Council of New South Wales in Parliament assembled, viz.:

Act No. 35, 2012 – An Act to authorise and provide for the transfer of the electricity generator assets of the State. [**Electricity Generator Assets (Authorised Transactions) Bill**]

RONDA MILLER,
Clerk of the Legislative Assembly

ACTS OF PARLIAMENT ASSENTED TO

Legislative Council Office, Sydney, 5 June 2012

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has, in the name and on behalf of Her Majesty, this day assented to the undermentioned Acts passed by the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, viz.:

Act No. 33, 2012 – An Act to amend the Constitution Act 1902 to provide that Members of Parliament and Ministers may make an oath or affirmation of allegiance to Her Majesty Queen Elizabeth II, Her heirs and successors as an alternative to the current pledge of loyalty to Australia and the people of New South Wales. [**Constitution Amendment (Restoration of Oaths of Allegiance) Act 2012**]

Act No. 34, 2012 – An Act to amend the Firearms Act 1996 to make further provision for the purchase and sale of ammunition. [**Firearms Amendment (Ammunition Control) Act 2012**]

DAVID BLUNT,
Clerk of the Parliaments

Proclamations



New South Wales

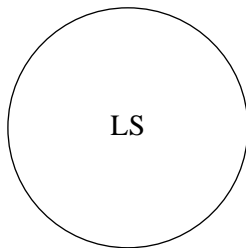
Aboriginal Land Rights (Vesting of Land) Proclamation 2012 (No 1)

under the

Aboriginal Land Rights Act 1983

The Honourable Thomas Frederick Bathurst, Lieutenant-Governor I, the Honourable Thomas Frederick Bathurst, Lieutenant-Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of clause 6 (1) of Schedule 4 to the *Aboriginal Land Rights Act 1983*, do, by this my Proclamation, declare that the land contained in Certificate of Title Volume 13188 Folio 18, belongs to the Weilwan Local Aboriginal Land Council.
Signed and sealed at Sydney, this 30th day of May 2012.

By His Excellency's Command,



VICTOR MICHAEL DOMINELLO, M.P.,
Minister for Aboriginal Affairs

GOD SAVE THE QUEEN!



New South Wales

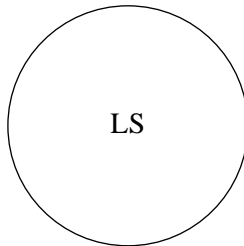
Aboriginal Land Rights (Vesting of Land) Proclamation 2012 (No 2)

under the

Aboriginal Land Rights Act 1983

The Honourable Thomas Frederick Bathurst, Lieutenant-Governor I, the Honourable Thomas Frederick Bathurst, Lieutenant-Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of clause 6 (1) of Schedule 4 to the *Aboriginal Land Rights Act 1983*, do, by this my Proclamation, declare that the land contained in Certificate of Title Volume 12682 Folio 243, belongs to the Weilwan Local Aboriginal Land Council.
Signed and sealed at Sydney, this 30th day of May 2012.

By His Excellency's Command,



VICTOR MICHAEL DOMINELLO, M.P.,
Minister for Aboriginal Affairs

GOD SAVE THE QUEEN!

OFFICIAL NOTICES

Appointments

ABORIGINAL LAND RIGHTS ACT 1983

NOTICE

I, the Honourable VICTOR DOMINELLO, M.P., Minister for Aboriginal Affairs, following consent by the New South Wales Aboriginal Land Council (NSWALC), do, by this notice pursuant to section 231 (2) of the Aboriginal Land Rights Act 1983 (the Act) extend the appointment of Mr Andrew BOWCHER as Administrator to the Wellington Local Aboriginal Land Council for a period of six (6) calendar months, from 2 June 2012 to 1 December 2012. During the period of his appointment, the Administrator will have all of the functions of the Wellington Local Aboriginal Land Council and any other duties as specified by the instrument of appointment. The Administrator's remuneration and expenses are not to exceed \$60 000 excluding GST without the prior approval of NSWALC. The Administrator's remuneration may include fees payable for the services of other personnel within the Administrator's firm who provide services as agents of the Administrator.

Signed and sealed this 31st day of May 2012.

VICTOR DOMINELLO, M.P.,
Minister for Aboriginal Affairs

GOD SAVE THE QUEEN!

AUSTRALIAN MUSIC EXAMINATIONS BOARD (NSW)

Notification of Appointments to the Board

I, ADRIAN PICCOLI, M.P., Minister for Education, appoint the following persons as the elected members of the Australian Music Examinations Board (NSW) for the terms of office expiring on the dates shown in brackets beside each person's name:

- Dr Rita CREWS [30 April 2014].
- Mrs Anne HARVEY [30 April 2014].
- Dr William CLARK [30 April 2014].
- Mrs Victoria CLANCY [30 April 2014].
- Mr Richard MORPHEW [30 April 2014].
- Mrs Lynette MORGAN [30 April 2014].

ADRIAN PICCOLI, M.P.,
Minister for Education

FAIR TRADING ACT 1987

Fair Trading Advisory Council Appointment of Chairperson and Members

PURSUANT to section 25B of the Fair Trading Act 1987 and Schedule 4A thereto, I hereby appoint the following members to the Fair Trading Advisory Council:

- Mr Alan KING (Chairperson);
- Ms Julie BRIGGS;
- Mr Gary BLACK;
- Mr Robert BROWNE;
- Mr Bruce BUCHANAN;
- Mr Phillip ELLIOTT;
- Ms Margaret HOLE;
- Mr Stanford HOR;
- Mr Gary MARTIN;
- Ms Lianne RICHARDS;
- Mr Nimalam RUTNAM;
- Mr Kieran WALTON;
- Mr Stuart WESTGARTH;
- Mr Russell ZIMMERMAN; and
- Mr Frank ZUMBO.

This appointment is made for a period commencing on this day and concluding on 30 June 2013.

Dated this 5th day of June 2012.

ANTHONY ROBERTS, M.P.,
Minister for Fair Trading

POLICE REGULATION (SUPERANNUATION) ACT 1906

Police Medical Board Appointment of a Member

HIS Excellency the Lieutenant-Governor, with the advice of the Executive Council, has approved, pursuant to section 15A of the Police Regulation (Superannuation) Act 1906, the appointment of Dr Lloyd Alan James HUGHES as a member of the Police Medical Board from this date for a period of two years.

Dated at Sydney, 30 May 2012.

GREG PEARCE, M.L.C.,
Minister for Finance and Services
and Minister for the Illawarra

Department of Planning

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of an Interest in Land in the Local Government Area of Campbelltown

THE Minister administering the Environmental Planning and Assessment Act 1979 declares, with the approval of Her Excellency the Governor, that the interest in 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 15th day of February 2012.

By Her Excellency's Command,

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

SCHEDULE

1. Right of Carriageway (20.115, 12.8 and 7.005 wide) vide T484828 so far as it affects Lot 3, DP 828871 and is appurtenant to Lot 1, DP 828871 and Lot 1, DP 612265.

Roads and Maritime Services

ROAD TRANSPORT (GENERAL) ACT 2005

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

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

Dated: 5 June 2012.

GLENN WILCOX,
General Manager,
Blayney Shire Council
(by delegation from the Minister for Roads)

SCHEDULE

1. Citation

This Notice may be cited as Blayney Shire Council 25 Metre B-Double Route Notice No. 01/2012.

2. Commencement

This Notice takes effect on 12 June 2012.

3. Effect

This Notice remains in force until 18 June 2012, unless it is amended or repealed earlier.

4. Application

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

5. Routes

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
25.	000.	Church Street, Blayney.	Mid Western Highway (H6).	Henry Street.	For duration of road works on Adelaide Street only.
25.	000.	Henry Street, Blayney.	Church Street.	Burns Street.	For duration of road works on Adelaide Street only.
25.	000.	Stillingfleet Street, Blayney.	Mid Western Highway (H6).	Osman Street.	For duration of road works on Adelaide Street only.
25.	000.	Osman Street, Blayney.	Mid Western Highway (H6).	Stillingfleet Street.	For duration of road works on Adelaide Street only.

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/Road Train may be used subject to any requirements or conditions set out in the Schedule.

Dated: 25 May 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. 2/2012.

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

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
25.	7.	Pipeclay Road, Parkes.	Back Yamma Road (SR2).	Newell Highway (SH17).	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.	2.	Back Yamma Road, Parkes.	Pipeclay Road (SR7).	Mandeville Property Access.	Speed Restriction 80km/h. Access prohibited 8:00am to 9:00am and 3:30pm to 4:30pm on school days.

ROAD TRANSPORT (GENERAL) ACT 2005

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

TEMORA 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: 4 June 2012.

FABIO GIACOMIN,
A/General Manager,
Temora Shire Council
(by delegation from the Minister for Roads)

SCHEDULE
1. Citation

This Notice may be cited Temora Shire Council 25 Metre B-Double Route Notice No. 01/2012.

2. Commencement

This Notice takes effect on the date of gazettal.

3. Effect

This Notice remains in force until 1 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 2010 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

5. Routes

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
25m.	Old Cootamundra Road.	Hoskins Street.	Temora Shire Council Boundary.

ROAD TRANSPORT (GENERAL) ACT 2005

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

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

Dated: 30 May 2012.

HEINZ KAUSCHE,
General Manager,
Wagga Wagga City Council
(by delegation from the Minister for Roads)

SCHEDULE**1. Citation**

This Notice may be cited Wagga Wagga City Council 25 Metre B-Double route Notice No. 02/2012.

2. Commencement

This Notice takes effect on the date of gazettal.

3. Effect

This Notice remains in force until 1 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 2010 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

5. Routes

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
25m.	Trahairs Road.	Byrnes Road.	400m east of Byrnes Road.	No loading or unloading of vehicle to take place within the confines of the road reserve.
25m.	Moorong Street.	Travers Street.	Kincaid Street.	No loading or unloading of vehicle to take place within the confines of the road reserve.

ROAD TRANSPORT (MASS, LOADING AND ACCESS) REGULATION 2005

Class 3 Baled Agricultural Commodities Load Exemption Notice 2012

I, Peter Duncan, Chief Executive Roads and Maritime Services, pursuant to Clause 25 of the Road Transport (Mass, Loading and Access) Regulation 2005 (the "Regulation"), exempt vehicles to which this Notice applies from the requirements of Clause 8 (1) of Schedule 1 to the Regulation, as provided in the Schedule to this Notice.

PETER DUNCAN,
Chief Executive,
Roads and Maritime Services

SCHEDULE

PART 1 – PRELIMINARY

1.1 Citation

This Notice may be cited as the Class 3 Baled Agricultural Commodities Load Exemption Notice 2012.

1.2 Commencement

This Notice takes effect on and from 6 July 2012.

1.3 Effect

This Notice remains in force up to and including 30 April 2017 unless it is repealed earlier.

1.4 Repeal

This Notice repeals and replaces the:

- 1.4.1 Class 3 Wool Bale Exemption Notice 2011 published in the NSW Government Gazette No. 67 on 1 July 2011 at pages 4715 to 4737 (inclusive).
- 1.4.2 Class 3 Baled or Rolled Hay and Straw Exemption Notice 2011 published in the NSW Government Gazette No. 81 12 August 2011 at pages 5185 to 5206 (inclusive).
- 1.4.3 Class 3 Baled Cotton Exemption Notice 2012 published in the NSW Government Gazette No. 113 25 November 2011 at pages 6732 to 6753 (inclusive).

1.5 Interpretation

- 1.5.1 Unless stated otherwise in this Notice, words and expressions used in this Notice have the same meaning as those defined in the Road Transport (General) Act 2005.
- 1.5.2 Except as stated, a vehicle to which this Notice applies must comply with the Road Transport (Mass, Loading and Access) Regulation 2005 and the Road Transport (Vehicle Registration) Regulation 2007.
- 1.5.3 Notes in this Notice do not form part of the Notice.

PART 2 – APPLICATION OF NOTICE

2.1 Application

2.1.1 This Notice applies to a vehicle or combination which is:

- (a) a rigid vehicle; or
 - (b) a prime mover and semi-trailer combination; or
 - (c) a B-Double; or
 - (d) a Road Train; or
 - (e) a Truck and Dog trailer combination; or
 - (f) a Truck and Pig trailer combination
- and which
- (g) has a gross vehicle mass exceeding 4.5 tonnes; and
 - (h) has a constructed maximum width not exceeding 2.5 metres; and
 - (i) is being used to transport:
 - (i) rectangular cotton bales produced at a cotton gin; or
 - (ii) baled or rolled hay or straw; or
 - (iii) baled wool.

2.1.2 This Notice does not apply to a B-Triple or an AB Triple combination.

PART 3 – DIMENSION LIMITS

3.1 Dimension Limits

3.1.1 Subject to Clause 3.2 a vehicle operating under this Notice, together with its load, must not exceed:

- (a) 4.6 metres in height; and / or
- (b) 2.7 metres in width.

3.2.1 A load on a vehicle must not project more than 100 mm from the outermost part of either side of the vehicle.

3.2 Road Trains, Truck and Dog And Truck and Pig Trailer Combinations

3.2.1 Despite Clause 3.1 a vehicle operating under this Notice that is a;

- (a) Road Train; or
- (b) Truck and Dog trailer combination; or
- (c) Truck and Pig trailer combination

together with its load must not exceed 2.6 metres in width.

Note: This Notice permits heavy vehicles to which it applies, to carry the prescribed loads which exceed statutory dimension limits. This Notice does not apply if the vehicle without, a load, exceeds 2.5m in width.

PART 4 – OPERATING AND TRAVEL CONDITIONS

4.1 Operating Conditions:

A copy of this Notice (excluding the APPENDICES), must be carried in the driving compartment whenever the vehicle is operating under this Notice and must be produced when the driver is requested to do so by a police officer or an authorised officer.

4.2 Travel Conditions:

4.2.1 Loads exceeding 2.6 metres in width.

- (a) A vehicle with a load which exceeds 2.6 metres in width may only be operated on the roads and areas prescribed in Appendix 1 to this Notice, and the driver must observe any applicable travel condition set out in Appendix 1.
- (b) In addition, a vehicle with a load which exceeds 2.6 metres wide must observe the conditions that apply to critical locations, set out in Part 2, Appendix 1 to this Notice.

4.3 Approved Routes

4.3.1 Loads 4.6 metres in height.

- (a) A vehicle with a load which exceeds 4.3 metres in height, but does not exceed 4.6 metres in height is only permitted to be operated on a route approved as set out in the 4.6 Metre High Vehicle Route Notice 2008, and the vehicle driver must observe the conditions of travel as set out in that notice.
- (b) A vehicle with a load which exceeds 2.6 metres in width, but does not exceed 2.7 metres in width, and exceeds 4.3 metres in height, but does not exceed 4.6 metres in height, must comply with 4.2.1 and 4.2.2 (a).

4.3.2 Road Trains and B-Doubles

- (a) A Road Train operating under this Notice is only permitted to operate on an approved route as set out in the Class 2 Road Train Notice 2010.
- (b) A B-Double that exceeds 19 metres in length and is operating under this Notice, may only operate on an approved route as set out in the Class 2 B-Double Notice 2010.

4.3.3 Truck and Dog trailer and Truck and Pig trailer Combinations

A truck and dog trailer and truck and pig trailer combination operating under this notice is only permitted to operate:

- (a) outside the NSW Urban Zone as defined in APPENDIX 1 of this Notice, and
- (b) when travelling directly between the location where the commodity is produced and where it is stored, and any other location that is incidental to the production of the commodity.

PART 5 – WARNING DEVICES AND TRAVEL RESTRICTIONS

5.1 Warning Devices and Travel Restrictions

5.1.1 A vehicle with a load which exceeds 2.6 metres wide must comply with the requirements of Appendix 2 of this Notice.

5.1.2 A vehicle with a load which exceeds 2.6 metres wide is exempt from Clause 65 of Schedule 2 to the Road Transport (Vehicle Registration) Regulation 2007.

Note: Warning Signs

Vehicles exceeding 22m in length to must display warning signs in accordance with Clause 65 of Schedule 2 to the Road Transport (Vehicle Registration) Regulation 2007.

Load Requirements

In accordance with Clause 61 of the Road Transport (Mass, Loading and Access) Regulation 2005:

- (1) A load on a vehicle or trailer must not be placed in a way that makes the vehicle unstable or unsafe.
- (2) A load on a vehicle or trailer must be secured so that it is unlikely to fall or be dislodged from the vehicle.
- (3) an appropriate method must be used to restrain the load on a vehicle.

The recommended performance standards are set out in Load Restraint Guide: Guidelines and performance standards for the safe carriage of loads on road vehicles, Second Edition, as published by the National Transport Commission in April 2004.

CLASS 3 BALED AGRICULTURAL COMMODITIES LOAD EXEMPTION NOTICE 2012**APPENDIX 1 – NSW Approved Routes and Travel Restrictions**

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PREFACE

Vehicles operating pursuant to the Class 3 Baled Agricultural Commodities Load Exemption Notice 2012 that exceed 2.6 metres are subject to the travel conditions that apply in the NSW Urban Zone and NSW Regional Zone as set out below.

Despite the dimension limits allowable under the Class 3 Baled Agricultural Commodities Load Exemption Notice 2012, a vehicle must not exceed a dimension limit which applies to a Limited Access Location or Zone as set out below.

PART 1 – NSW URBAN ZONE

1.1 Definition

The NSW Urban Zone is defined as the area bounded by and including the named roads,

- the Pacific Ocean and the North Channel of the Hunter River, then north from Stockton bridge along
- Nelson Bay Road (MR108) to Williamtown, then west along
- Cabbage Tree Road (MR302) to Masonite Road near Tomago, then along
- Masonite Road to the Pacific Highway (HW10) at Heatherbrae, then south along the
- Pacific Highway (HW10) to Hexham, then west along the
- New England Highway (HW9) to Weakleys Drive Thornton, then south along
- Weakleys Drive to the Sydney-Newcastle Freeway (F3) at Beresfield, then along the
- F3 Freeway to the Hawkesbury River bridge, then along the
- Hawkesbury River and the Nepean River to Cobbity, then a line drawn south from
- Cobbity to Picton, then via
- Picton Rd and Mount Ousley Road (MR95) to the start of the F6 Freeway at Mount Ousley, then via the
- F6 Freeway to the Princes Highway at West Wollongong, then the
- Princes Highway and Illawarra Highway to Albion Park with a branch west on West Dapto Road to Tubemakers, then
- Tongarra Road to the Princes Highway, then
- Princes Highway south to the intersection of South Kiama Drive at Kiama Heights.

1.2 Clearway and transit lane travel

A vehicle that is wider than 2.6 metres must not travel on Clearways or Transit Lanes in the NSW Urban Zone between the hours of 6.00am and 10.00am and between the hours of 3.00pm and 7.00pm when clearway or transit lane restrictions apply.

MIDNIGHT	Travel Yes	
1	Travel Yes	
2	Travel Yes	
3	Travel Yes	
4	Travel Yes	
5	Travel Yes	
6	No travel	6am
7	No travel	to
8	No travel	10am
9	No travel	
10	Travel Yes	
11	Travel Yes	
NOON	Travel Yes	
1	Travel Yes	
2	Travel Yes	
3	No travel	3pm
4	No travel	to
5	No travel	7pm
6	No travel	
7	Travel Yes if daylight	
8	Travel Yes if daylight	
9	No travel	
10	Travel Yes	
11	Travel yes	

Note: Clearway and transit lane time restrictions can apply to just one side of the road or to both sides. Check prior to travel.

1.3 Night Travel

Vehicles wider than 2.6 metres travelling at night may only operate in the NSW Urban Zone between 10pm and sunrise.

1.4 Sundays and public holidays

Vehicles wider than 2.6 metres are not permitted to travel after 4.00pm on Sundays or state-wide public holidays on the following roads:

Road or area subject to restriction
Hume Highway between the Picton Road interchange and the M7 and M5 interchange at Prestons
Western Motorway (M4) between the Nepean River at Emu Plains and Prospect
Sydney–Newcastle Freeway (F3) between the Hawkesbury River and the Central Coast Highway interchange at Kariong

1.5 Public holiday periods (including 23 December to 3 January)

Vehicles wider than 2.6 metres are not permitted to travel in the daytime during public holiday periods (including 23 December to 3 January of the following year inclusive) on the following roads:

Road or area subject to restriction
Princes Highway – from Broadway to south Kiama
Hume Highway – from Parramatta Road to Picton Road interchange
Pacific Highway – from Warringah Freeway North Sydney to Masonite Road Heatherbrae
New England Highway – from Hexham Bridge to Weakleys Drive
Central Coast Highway – from F3 at Kariong to Pacific Highway Doyalson
Newcastle Bypass – from Pacific Highway Windale to Pacific Highway Sandgate
Cumberland Highway – from Hume Highway Liverpool to Pacific Highway Wahroonga
Great Western Highway – from Broadway to Nepean River Emu Plains
F1 Warringah Freeway – from Sydney Harbour Bridge to Willoughby Road Naremburn
M2 Hills Motorway – from North Ryde to Seven Hills
F3 Sydney Newcastle Freeway – from Wahroonga to Beresfield
F4 Western Motorway – from Concord Road to Nepean River Leonay
F5 South Western Freeway – from Kyeemagh to Prestons
F6 Southern Freeway – from waterfall to Yallah
M7 Westlink – from Seven Hills to Prestons
Gore Hill Freeway – Naremburn to Lane Cove

Note: A public holiday period means a period of three or more consecutive days covering a gazetted NSW public holiday and adjacent weekend days (for example Easter and every long weekend); or the period between 23 December and 3 January of the following year (inclusive).

1.6 Limited Access Locations and Zones – NSW Urban Zone

Travel on or through a Limited Access Location or Zone is not permitted under this Notice if the vehicle exceeds an applicable limit. If a vehicle exceeds an applicable limit, a specific permit must be obtained before travelling on or in any of the following Limited Access Locations in the NSW Urban Zone, subject to any restrictions or conditions which apply at that location or Zone. A permit cannot be granted for access at some locations.

1.6.1 Sydney & Inner Suburbs

Sydney CBD zone: The area bounded by and including George Street from Railway Square to Hay Street, Hay Street from George Street to Sussex Street, Sussex Street from Hay Street to Erskine Street, Erskine Street from Sussex Street to Kent Street, Kent Street from Erskine Street to as far north as Jamison Street, then a line drawn to Jamison Street and along Jamison Street to York Street, York Street from Jamison Street to Grosvenor Street, Grosvenor Street from York Street to George Street, George Street from Grosvenor Street to Alfred Street, Alfred Street from George Street to Circular Quay East, Circular Quay East from Alfred Street to Macquarie Street, Macquarie Street from Circular Quay East to Prince Albert Road, Prince Albert Road from Macquarie Street to College Street, College Street from Prince Albert Road to Wentworth Avenue, Wentworth Avenue from College

Street to Elizabeth Street, Elizabeth Street from Wentworth Avenue to Hay Street, Hay Street from Elizabeth Street to Pitt Street, Pitt Street from Hay Street to George Street at Railway Square;

Sydney CBD Zone



Limited Access Locations: Sydney CBD and Inner suburbs

Location / Road	Dimension Limit (metres)			Condition of access for vehicles which exceed a dimension limit which applies to a limited access location
	Width	Height	Length	
Sydney CBD Zone	2.6	4.3	12.5	Specific permit required
Boundary Street Darlinghurst railway underpass (MR625)	N/A	4.0	N/A	Height limited railway underpass. Access not permitted
Bradfield Highway (MR632) from the Southern Toll Plaza to Lavender Street	2.6	4.3	19.0	Access not permitted
Brown Street Leichhardt (Tebbutt Street to Cook Street) (MR652)	2.6	4.3	19.0	Access not permitted
Cross City Tunnel from McLachlan Avenue Rushcutters Bay to Harbour Street at Darling Harbour	2.6	4.3	19.0	Access not permitted
Cahill Expressway (MR592) from the Southern Toll Plaza to the Eastern Distributor toll road	2.6	4.3	19.0	Access not permitted
Frederick Street Ashfield railway underpass (MR650)	N/A	4.0	N/A	Height limited railway underpass. Access not permitted
Johnston Street Annandale railway underpass (MR655)	N/A	4.0	N/A	Height limited railway underpass. Access not permitted

<i>Location / Road</i>	<i>Dimension Limit (metres)</i>			<i>Condition of access for vehicles which exceed a dimension limit which applies to a limited access location</i>
	<i>Width</i>	<i>Height</i>	<i>Length</i>	
King Street Newtown (HW1) between Lord Street and Carillon Avenue	2.6	4.3	19.0	Access not permitted
M5 East Motorway (tunnel) between King Georges Road interchange Beverly Hills and General Holmes Drive Mascot	2.6	4.3	19.0	Access not permitted
Raw Square Strathfield railway underpass (MR668)	N/A	3.9	N/A	Height limited railway underpass. Access not permitted
(Old) Ryde Bridge (MR200) from Concord Road to Church Street	N/A	4.5	N/A	Specific permit required
Sydney Harbour Bridge (MR632) from the Southern Toll Plaza to Lavender Street North Sydney.	2.6	4.3	19.0	Access not permitted unless for works on bridge – Specific permit required
Sydney Harbour Tunnel from Warringah Freeway to the Cahill Expressway; from Eastern Distributor to Baker Street Kensington	2.6	4.3	19.0	Access not permitted

1.6.2 Sydney North

<i>Location / Road</i>	<i>Dimension Limit (metres)</i>			<i>Condition of access for vehicles which exceed a dimension limit applying to a limited access location</i>
	<i>Width</i>	<i>Height</i>	<i>Length</i>	
Lane Cove Tunnel from the Pacific Hwy to Lane Cove River at Lane Cove North	2.6	4.3	25.0	Dimensions must be met for access
M2 Motorway and tunnel from the toll plaza at Macquarie Park to Beecroft Road (MR139)	2.6	4.3	25.0	Dimensions must be met for access
Berowra Waters Road (RR332) at Berowra Ferry	2.6	4.3	12.5	Access not permitted
Boundary Street Roseville railway underpass (MR328)	N/A	4.1	N/A	Height limited railway underpass, access not permitted
Galston Road (MR161) at Galston Gorge between Montview Parade Hornsby Heights and Calderwood Road Galston	2.6	4.3	12.5	Access not permitted
McCarrs Creek Road (MR174) from Church Point to Terrey Hills	2.6	4.3	12.5	Access not permitted
Wisemans Ferry Road (RR225) from Berecroy Road Mangrove Mountain to the Hawkesbury River Wisemans Ferry.	2.6	4.3	19.0	Specific permit required, not for through travel
Strathallen Avenue (MR599) at the suspension bridge (BN172), Northbridge.	N/A	4.3	N/A	Overmass access not permitted

1.6.3 Sydney South

Location / Road	Dimension Limit (metres)			Condition of access for vehicles which exceed a dimension limit applying to a limited access location
	Width	Height	Length	
Heathcote Road (MR512) between New Illawarra Road Lucas Heights and the Princes Highway Heathcote	2.6	N/A	19.0	Specific permit required
Lady Wakehurst Drive, Sir Bertram Stevens Drive, Audley Road and Farnell Avenue (MR393) between Bald Hill Lookout and the Princes Highway	2.6	4.3	14.5	Specific permit required
McKell Avenue (MR393) from Waterfall to the Royal National Park	2.6	4.3	14.5	Specific permit required
Princes Highway (HW1) on (old) Tom Ugly's Bridge (northbound)	N/A	4.3	19.0	Height Limited Bridge, use Taren Point Road
Seven Ways Rockdale (MR169) between the Princes Highway and Watkin Street	N/A	4.3	19.0	Specific permit required
Wollongong Road Arncliffe – railway underpass	N/A	3.5	19.0	Narrow height limited railway underpass

1.6.4 Sydney West

Limited Access Zone – Parramatta CBD

Parramatta CBD restricted road zone: The area bounded by and including Phillip Street from the intersection with Marsden Road to the intersection with Charles Street, Charles Street to the intersection with Macquarie Street, Macquarie Street to the intersection with Smith Street, Smith Street to the intersection with Darcy Street, Darcy Street to the intersection with Church Street, Church Street Mall to the intersection with Macquarie Street, Macquarie Street to the intersection with Marsden Street and Marsden Street to the intersection with Phillip Street. The zone also includes Fitzwilliam Street from the intersection with Wentworth Street to the intersection with Church Street and Argyle Street from the intersection with Church Street to the intersection with Fitzwilliam Street;

Parramatta CBD



Limited Access Locations: Sydney West

Location / Road	Dimension Limit (metres)			Condition of access for vehicles which exceed a dimension limit which applies to a limited access location
	Width	Height	Length	
Parramatta CBD Zone	2.6	4.3	19.0	Specific permit required
Gasworks Bridge Parramatta	2.6	N/A	N/A	Load limited bridge 30t gross
Macquarie Street underpass Windsor	N/A	4.3	N/A	Railway underpass height limit, access not permitted
Windsor Bridge George Street Windsor	2.6	4.3	22.0	Specific permit
Victoria Bridge over Nepean River at Penrith	2.6	4.3	19.0	Access not permitted beyond these dimensions

1.6.5 Wollongong

Limited Access Zone – Wollongong CBD

Wollongong CBD zone: Wollongong CBD is the area bounded by and including Smith Street from the intersection with Flinders Street to the intersection with Corrimal Street, the western side of Corrimal Street to the intersection with Bank Street, Bank Street to the intersection with Church Street, Church Street to the intersection with Ellen Street, and Ellen Street to the intersection with Auburn Street, then a straight line drawn from the intersection of Ellen Street and Auburn Street to the intersection of Rowland Avenue and Gladstone Avenue, Gladstone Avenue to the intersection with Crown Street, Crown Street and Denison Street to the intersection with Victoria Street, Victoria Street to the intersection with Keira Street, and Keira Street to the intersection with Smith Street;



Limited Access Locations: Wollongong CBD

Location / Road	Dimension Limit (metres)			Condition of access for vehicles which exceed a dimension limit which applies to a limited access location
	Width	Height	Length	
Wollongong CBD Zone	2.6	4.3	19.0	Class 3 permit required
Broughton Pass (RR610) from Appin Road to Wilton Road	2.6	4.3	19.0	No oversize access
Bulli Pass (HW1) from Mount Ousley Road to Lawrence Hargrave Drive	2.6	4.6	19.0	Class 3 permit required
Lawrence Hargrave Drive (MR185) from the Princes Highway at the foot of Bulli Pass via Thirroul, Austinmer, Clifton and Bald Hill to the Princes Highway south of Helensburgh	2.6	4.3	19.0	Class 3 permit required

1.6.6 Limited Access Locations: Newcastle and Central Coast

<i>Location / Road</i>	<i>Dimension Limit (metres)</i>			<i>Condition of access for vehicles which exceed a dimension limit which applies to a limited access location</i>
	<i>Width</i>	<i>Height</i>	<i>Length</i>	
George Booth Drive (MR527) from the F3 Freeway west to the Tasman Mine entrance.	2.6	N/A	19.0	Class 3 permit required
Henry Parry Drive Gosford (MR673) between York Street and Etna Street	2.6	4.3	19.0	Class 3 permit required
Old Pacific Highway from the Hawkesbury River to Kariong	N/A	4.6	19.0	Class 3 permit required
Woy Woy Bay Road (RR7751) from Woy Woy to Kariong	2.6	4.6	19.0	Class 3 permit required

NSW URBAN ZONE MAP



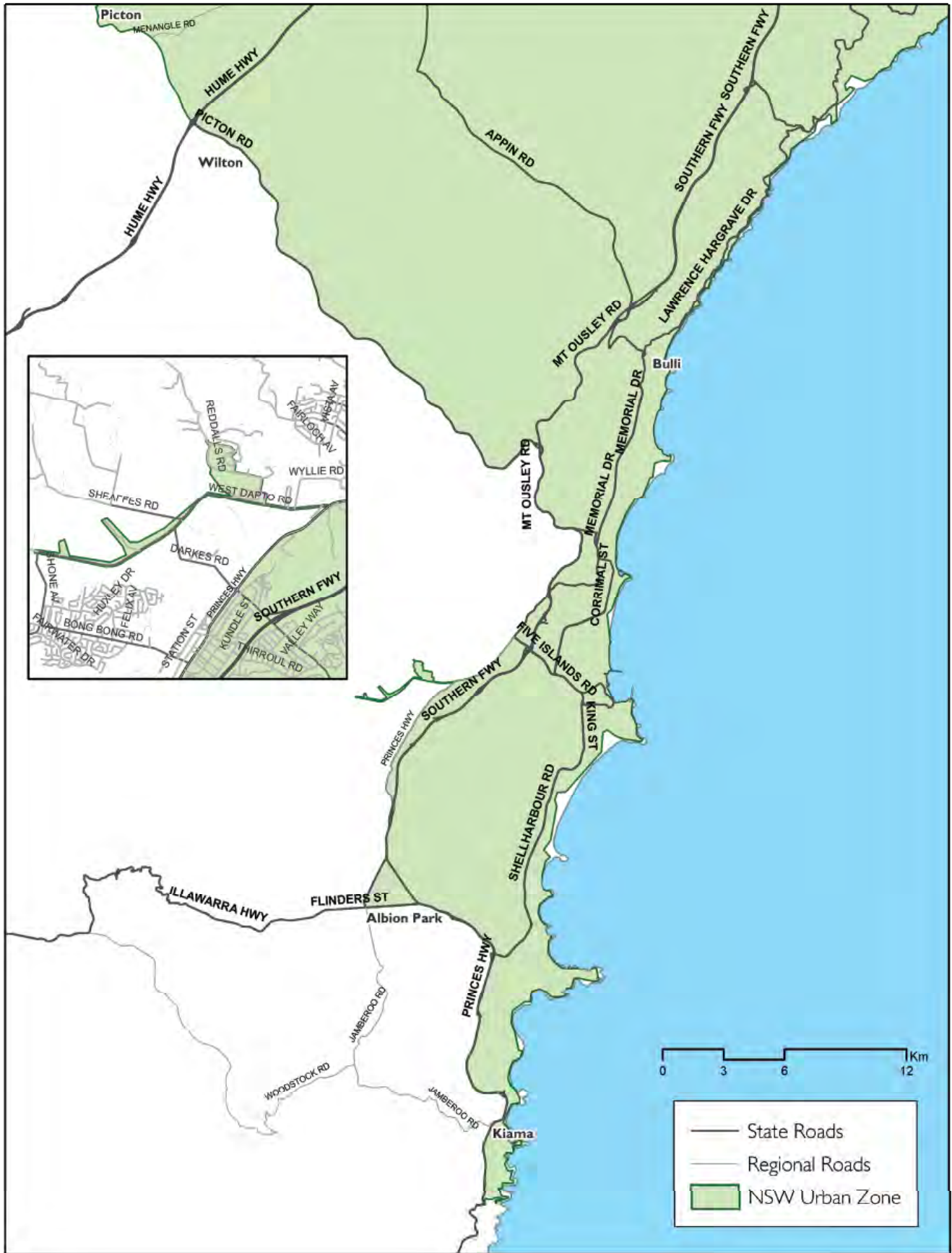
NSW URBAN ZONE – NEWCASTLE MAP



NSW URBAN ZONE SYDNEY MAP



NSW URBAN ZONE WOLLONGONG



PART 2 – NSW REGIONAL ZONE

The NSW Regional Zone is that part of the State of New South Wales that is not part of the area declared to be the NSW Urban Zone

2.1 Public holiday periods (including 23 December to 3 January)

Vehicles wider than 2.6 metres are not permitted to travel in the daytime during public holiday periods (including 23 December to 3 January of the following year inclusive) on the following roads:

Travel Restriction applies to
Pacific Highway – from Heatherbrae to Qld border
Princes Highway – from South Kiama to Victorian border
Hume Highway – from Picton Rd to Victorian border
Great Western Highway – from Nepean River to Bathurst
New England Highway – from Weakleys Drive to Qld border
Golden Highway – from New England Highway to Dubbo
Mitchell Highway – from Bathurst to Dubbo
Castlereagh Highway – from Marrangaroo to Gilgandra
Kamilaroi Highway – from Willow Tree to Narrabri
Newell Highway – from Tocumwal to Goondiwindi
Mid Western Highway – from Bathurst to Marsden
Sturt Highway – from Lower Tarcutta to Narrandera
Riverina Highway – from Bethanga to Finley
Monaro Highway – from ACT border to Victorian border near Rockton
Snowy Mountains Highway – from Bega to the Hume Highway
Oxley Highway – from Port Macquarie to Coonabarabran
Gwydir Highway – from South Grafton to Moree
Bruxner Highway – from Ballina to Boggabilla
Gold Coast Highway – from Tweed Interchange to Coolangatta
Illawarra Highway – from Albion Park to the Hume Highway
Federal Highway – from Hume Highway to ACT border
Barton Highway – from Hume Highway to ACT border
Burley Griffin Way (MR84) between the Hume Highway west of Bowning and the Irrigation Way (MR80) at Yoogali east of Griffith
Kidman Way (MR321 + MR80) between the Newell Highway 16km north of Jerilderie and the Mid Western Highway at Goolgowi
Lachlan Valley Way (MR56) between the Newell Highway at Forbes and its intersection with the Hume Highway northwest of Yass
Kings Highway (MR51) between Braidwood and Batemans Bay
Olympic Highway (MR78) between the Hume Highway north of Albury, and Cowra

Note: A public holiday period means a period of three or more consecutive days covering a gazetted NSW public holiday and adjacent weekend days (for example Easter and every long weekend); or the period between 23 December and 3 January of the following year (inclusive).

2.2 Limited Access Locations and Zones – NSW Regional Zone

Travel is not permitted if you exceed the stated dimension limits for that road or location. A specific permit must be obtained before travelling on any of the following restricted roads:

2.2.1 Limited Access Locations: Northern Ranges & North Coast NSW

<i>Location / Road</i>	<i>Dimension Limit (metres)</i>			<i>Condition of Access</i>
	<i>Width</i>	<i>Height</i>	<i>Length</i>	
Coramba Road (RR120) between Dorrigo and Coramba	2.6	N/A	19.0	Class 3 permit required
Waterfall Way between Church Street Bellingen and Maynards Plains Road Dorrigo	2.6	N/A	19.0	Class 3 permit required
Tomewin Road (RR143) from Murwillumbah to the Queensland border	2.6	N/A	19.0	No oversize access
Bruxner Highway between Drake and Tenterfield	2.6	N/A	19.0	Class 3 permit required
Ebor to Grafton Road (RR74) between Tyringham and Nymboida	2.6	N/A	19.0	Class 3 permit required
Oxley Highway from Ralfes Creek bridge west to Yarowitch	2.6	N/A	19.0	Class 3 permit required

2.2.2 Limited Access Locations: Central NSW

<i>Location / Road</i>	<i>Dimension Limit (metres)</i>			<i>Condition of Access</i>
	<i>Width</i>	<i>Height</i>	<i>Length</i>	
Crookwell to Trunkey Creek (Binda Rd MR54) between Abercrombie Caves and Tuena	2.6	N/A	19.0	Class 3 permit required
Abercrombie Road (Taralga to Goulburn Road RR256) for 5 km north and south of Abercrombie Bridge	2.6	N/A	19.0	Class 3 permit required
Hawkesbury Road (MR570) between the lookout near Roberts Parade and north to the Blue Mountains City Council boundary	2.6	N/A	12.5	Class 3 permit required for access, no through travel
Putty Road (MR503) from East Kurrajong Road to Milbrodale School	2.6	4.3	19.0	Class 3 permit required
Paytens Bridge over Lachlan River near Bandon	2.6	4.3	19.0	No oversize access
Jenolan Caves Road (RR253) from 10km north of Jenolan Caves to 10km west of Jenolan Caves	2.6	4.3	12.5	Class 3 permit required

2.2.3 Limited Access Locations: South Western and Southern NSW

<i>Location / Road</i>	<i>Dimension Limit (metres)</i>			<i>Condition of Access</i>
	<i>Width</i>	<i>Height</i>	<i>Length</i>	
Echuca Bridge on Cobb Highway between Moama and Echuca	2.6	N/A	N/A	Daytime travel restrictions Mon – Fri 7.30am to 9.30am, and Noon to 1pm, and 3pm to 6pm Sat – Sun 7.30am to 9am, and Noon to 1pm No overmass permitted
Burley Griffin Way between Binalong and Stockinbingal	2.6	N/A	N/A	Contact Police Southern Region RTC before travel
Gocup Road between Gundagai and Tumut	2.6	N/A	N/A	Contact Police Southern Region RTC before travel
Grahamstown Road between Tumbalong and Mt Horeb	2.6	N/A	N/A	Contact Police Southern Region RTC before travel
Snowy Mountains Highway from Tumut Plains Road Tumut to Kosciusko Road Cooma	2.6	N/A	19.0	Class 3 Permit required and contact Police Southern Region RTC for escorts before travel

2.2.4 Limited Access Locations: Southern Ranges and South Coast NSW

<i>Location / Road</i>	<i>Dimension Limit (metres)</i>			<i>Condition of Access</i>
	<i>Width</i>	<i>Height</i>	<i>Length</i>	
Illawarra Highway (HW25) from the Broughton Avenue roundabout near Tullimbar westward to Jamberoo Mountain Road near Robertson	2.6	N/A	19.0	Class 3 permit required, no through travel permitted
Moss Vale Road (MR261) between Barfield Road Cambewarra and Fitzroy Falls	2.6	N/A	19.0	Contact Nowra Police if wider than 2.6m; Police escort required if wider than 3.0 metres
Moss Vale Road (RR261) at Fitzroy Falls	2.6	4.6	19.0	Class 3 permit required
Kangaroo Valley Road between Berry and Moss Vale Road	2.6	N/A	19.0	Contact Nowra Police if wider than 2.6m; Police escort required if wider than 3.0 metres
Hampden Bridge in Kangaroo Valley	2.6	4.6	19.0	Class 3 permit required; no overmass permitted
Mount Keira Road at Mount Keira between Harry Graham Drive and Gipps Road	2.6	4.3	12.5	Class 3 permit required
Araluen Road from Majors Creek to Kiora	2.6	N/A	19.0	Class 3 permit required, no through travel permitted
Princes Highway at Narooma bridge between Dalmeny Drive and Riverside Drive	N/A	4.5	N/A	Contact Batemans Bay Police if wider than 3.0 metres or higher than 4.4 metres
Princes Highway at South bound Shoalhaven Bridge at Nowra	N/A	4.4	N/A	No through travel permitted

CLASS 3 BALED AGRICULTURAL COMMODITIES LOAD EXEMPTION NOTICE 2012**APPENDIX 2**

A vehicle operating under this Notice, which exceeds 2.6 metres in width, must comply with the conditions set out in this Appendix.

PART 1 – WARNING DEVICES**1.1 Travelling during the period between sunrise and sunset**

1.1.1 When travelling between sunrise and sunset, it must have affixed:

- (a) one warning sign at its front; and
- (b) one warning sign at its rear; and
- (c) at least two yellow, rigid pieces of material (in this clause called delineators), where the load projects on one side of the vehicle only, attach one to the front of the lead trailer and one to the rear of the last trailer on the side of the projection; and
- (d) Where the load projects beyond both sides of the vehicle there must be at least 4 delineators—at least one on each side at the front and at least one on each side at the rear.

1.1.2 Headlights

A vehicle must have its low-beam headlights on while travelling in the daytime, unless it is not required under the Road Transport (Vehicle Registration) Regulation 2007 to have headlights.

1.2 Travelling during the period between sunset and sunrise

1.2.1 When travelling between sunset and sunrise, a vehicle that is being operated under this Notice must have affixed:

- (a) one warning sign at its front, and
- (b) one warning sign at its rear; and
- (c) at least two yellow, rigid pieces of material (in this clause called delineators), where the load projects on one side of the vehicle only, attach one to the front of the lead trailer and one to the rear of the last trailer on the side of the projection and
- (d) Where the load projects beyond both sides of the vehicle there must be at least 4 delineators—at least one on each side at the front and at least one on each side at the rear.
- (e) A warning light attached to the top of the cabin of the vehicle or combination.

1.3 Requirements of warning devices required under this Notice

1.3.1 Warning signs must comply with the Australian/New Zealand Standard AS/NZS 1906.1:2007, Retroreflective materials and devices for road control purposes and also with Part 7 of Schedule 2 to the Road Transport (Mass, Loading and Access) Regulation 2005.

1.3.2 A delineator must:

- (a) be at least 300 mm long and at least 300 mm wide, and
- (b) comply with Class 1 or 2 of Australian/New Zealand Standard AS/NZS 1906.1:2007, Retroreflective materials and devices for road control purposes; and
- (c) if at the front of the lead trailer, be attached so that its reflective surface is facing forward of the vehicle, and does not exceed the extremity of the load, and
- (d) if at the rear of the last trailer, be attached so that its reflective surface is facing rearward from the vehicle.

1.3.3 When switched on, a warning light that is required to be fitted to a vehicle operating under this Notice must:

- (a) emit a rotating, flashing, yellow coloured light, and
- (b) flash between 120 and 200 times a minute, and
- (c) have a power of at least 55 watts, and
- (d) not be a strobe light.

1.3.4 A warning sign must not be displayed on a vehicle or combination that is not operating under the Notice [see clause 45 of Schedule 2 of the Road Transport (Mass, Loading and Access) Regulation 2005].

1.3.5 Any warning light which a vehicle or combination is required to have under this Notice must only be switched on when the vehicle or combination is travelling or is stationary in a position that is likely to cause danger to other road users. [See clause 40 of Schedule 2 of the Road Transport (Mass, Loading and Access) Regulation 2005].

1.3.6 If a vehicle or combination is not required under this Notice to have a warning light, it must not have one that is switched on.

PART 2 – TRAVEL RESTRICTIONS**2.1 No travelling if low visibility**

- 2.1.1 A vehicle must not begin to travel if, due to circumstances such as fog, heavy rain, smoke, dust or insect plague:
- (a) visibility is less than 250 m in the daytime; or
 - (b) the headlights of a vehicle approaching within 250 m could not be seen at night.
- 2.1.2 If a vehicle is already travelling when visibility is reduced to the level described in 2.1.1, the driver must drive it into the nearest safe parking area, and wait until visibility improves beyond that level before continuing to travel.

2.2 Minimum following distance

A vehicle must maintain a distance of at least 200 m from an oversize vehicle or combination travelling in front of it, unless:

- (a) it is overtaking the front one or the front one is stopping; or
- (b) there is a separate lane available for the use of overtaking traffic; or
- (c) it is in an urban area and it is not reasonably practicable to maintain a distance of 200 m.

2.3 Assessing routes

- 2.3.1 Before a vehicle or combination is driven along any route, its driver and owner must be satisfied that the route has been assessed and that the vehicle or combination can be driven along it as per Appendix 1 to the Notice.

Department of Trade and Investment, Regional Infrastructure and Services

SUBORDINATE LEGISLATION ACT 1989

Mine Subsidence Compensation Regulation 2012

NOTICE is given in accordance with section 5 of Subordinate Legislation Act 1989 of the intention to make a regulation under the Mine Subsidence Compensation Act 1961.

The Mine Subsidence Compensation Act 1961 establishes the Mine Subsidence Board, and puts in place a fund and a process for paying compensation to land owners for damage to improvements (such as houses, extensions and sheds) from subsidence caused by the extraction of coal.

The Mine Subsidence Compensation Regulation 2007 is made under the Mine Subsidence Act 1961, and sets out the rates of contribution for each colliery to the Mine Subsidence Compensation Fund, and processes for making claims on the fund.

The proposed Mine Subsidence Compensation Regulation 2012 is to replace the Mine Subsidence Compensation Regulation 2007 which will be automatically repealed on 1 September 2012.

The draft Regulation and Regulatory Impact Statement can be accessed via the Department's website www.resources.nsw.gov.au or the Mine Subsidence Board's website www.minesub.nsw.gov.au or by contacting:

Mr Greg Cole-Clark
Chief Executive Officer
Mine Subsidence Board
PO Box 488G
Newcastle NSW 2300
Telephone: (02) 4908 4395
Email: g.cole-clark@minesub.nsw.gov.au

Submissions on the proposed regulation are invited and can be made by mail or email as above. Submissions close at 5pm on 11 July 2012.

MINERAL RESOURCES

NOTICE is given that the following applications have been received:

EXPLORATION LICENCE APPLICATIONS

(T12-1138)

No. 4591, Lincoln McCLATCHIE, area of 2 units, for Group 1, dated 31 May 2012. (Orange Mining Division).

(T12-1139)

No. 4592, KIMBA RESOURCES PTY LTD (ACN 106 123 951), area of 64 units, for Group 1, dated 2 June 2012. (Armidale Mining Division).

(T12-1140)

No. 4593, KIMBA RESOURCES PTY LTD (ACN 106 123 951), area of 100 units, for Group 1, dated 2 June 2012. (Sydney Mining Division).

(T12-1141)

No. 4594, KIMBA RESOURCES PTY LTD (ACN 106 123 951), area of 96 units, for Group 1, dated 2 June 2012. (Armidale Mining Division).

(T12-1142)

No. 4595, KIMBA RESOURCES PTY LTD (ACN 106 123 951), area of 100 units, for Group 1, dated 2 June 2012. (Armidale Mining Division).

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

NOTICE is given that the following applications have been received:

REQUEST FOR CANCELLATION OF AUTHORITIES

(11-0721)

Exploration Licence No. 6390, MOLY EX PTY LTD (ACN 128 881 121), County of Gough, area of 34 units. Application for Cancellation was received on 29 May 2012.

(T08-0070)

Exploration Licence No. 7256, CARPENTARIA EXPLORATION LIMITED (ACN 095 117 981), County of Bland, area of 4 units. Application for Cancellation was received on 5 June 2012.

(T10-0163)

Exploration Licence No. 7685, WEST CAPE RESOURCES PTY LTD (ACN 134 113 170), Yancowinna County, area of 43 units. Application for Cancellation was received on 5 June 2012.

(T10-0164)

Exploration Licence No. 7686, WEST CAPE RESOURCES PTY LTD (ACN 134 113 170), Farnell County, area of 92 units. Application for Cancellation was received on 5 June 2012.

(T10-0173)

Exploration Licence No. 7687, WEST CAPE RESOURCES PTY LTD (ACN 134 113 170), Farnell County, area of 98 units. Application for Cancellation was received on 5 June 2012.

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

NOTICE is given that the following application has been granted:

EXPLORATION LICENCE APPLICATION

(T11-0108)

No. 4228, now Exploration Licence No. 7941, TRIAUSMIN LIMITED (ACN 062 002 475), Counties of Cunningham and Flinders, Map Sheet (8233), area of 9 units, for Group 1, dated 23 May 2012, for a term until 23 May 2014.

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

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

(T09-0233)

Exploration Licence No. 7567, OXLEY EXPLORATION PTY LTD (ACN 137 511 141), area of 42 units. Application for renewal received 4 June 2012.

(12-2822)

Coal Lease No. 397 (Act 1973), WAMBO COAL PTY LIMITED (ACN 000 668 057), area of 1450 hectares. Application for renewal received 30 May 2012.

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

RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(11-3407)

Exploration Licence No. 6818, PLANET MINERALS LTD (ACN 121 023 514), Counties of Buller, Clive and Drake, Map Sheet (9339, 9340), area of 32 units, for a further term until 4 July 2013. Renewal effective on and from 15 May 2012.

(07-0329)

Exploration Licence No. 6955, BALAMARA RESOURCES LIMITED (ACN 061 219 985), County of Georgiana, Map Sheet (8729), area of 13 units, for a further term until 29 November 2012. Renewal effective on and from 31 May 2012.

(T09-0044)

Exploration Licence No. 7343, TUNGSTEN NSW PTY LTD (ACN 123 370 365), County of Bathurst, Map Sheet (8730), area of 5 units, for a further term until 19 May 2013. Renewal effective on and from 4 May 2012.

(09-7375)

Consolidated Coal Lease No. 761 (Act 1973), BLOOMFIELD COLLIERIES PTY LTD (ACN 000 106 972), Parish of Maitland, County of Northumberland and Parish of Stockrington, County of Northumberland, Map Sheet (9232-3-N), area of 1372 hectares, for a further term until 8 October 2029. Renewal effective on and from 30 March 2012.

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

PRIMARY INDUSTRIES**APIARIES ACT 1985**

Appointment of Inspector

I, ANDREW COLIN SANGER, 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 47A of the Apiaries Act 1985 ("the Act") and pursuant to section 5 (1) of the Act do by this notification hereby appoint Katherine Allison GOULDING as an inspector for the purposes of the Act.

Dated this 4th day of June 2012.

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

SUBORDINATE LEGISLATION ACT 1989

Fisheries Management (Aquaculture) Regulation 2012

NOTICE is given in accordance with section 5 of the Subordinate Legislation Act 1989, of the intention to make a regulation under the Fisheries Management Act 1994.

The proposed Fisheries Management (Aquaculture) Regulation 2012, is to replace the Fisheries Management (Aquaculture) Regulation 2007, which will be automatically repealed on 1 September 2012.

The object of the proposed Regulation is to ensure that the statutory framework for promoting ecologically sustainable and viable aquaculture industries is efficient and effective and fosters aquaculture industries that provide social and economic benefits to NSW.

The proposed Regulation and Regulatory Impact Statement will be available for public comment from **13 June 2012** to **11 July 2012** and can be accessed by phoning (02) 4916 3823 or via the Department of Primary Industries website <http://www.dpi.nsw.gov.au/aboutus/about/legislation-acts/review>.

Written comments and submissions on the Regulatory Impact Statement and the proposed Regulation are invited and will be accepted by mail, fax or e-mail as set out below.

Post

Attention: Aquaculture RIS Submissions
Port Stephens Fisheries Institute
Department of Primary Industries
Locked Bag 1
Nelson Bay NSW 2315

Facsimile: (02) 4981 9074

Attention: Aquaculture RIS Submissions

Email: aquaculture.management@dpi.nsw.gov.au

Submissions close at 5:00pm on Wednesday, 11 July 2012.

LANDS

ARMIDALE CROWN LANDS OFFICE
108 Faulkner Street (PO Box 199A), Armidale NSW 2350
Phone: (02) 6770 3100 Fax (02) 6771 5348

APPOINTMENT OF TRUST BOARD MEMBERS

PURSUANT to section 93 of the Crown Lands Act 1989, the persons whose names are specified in Column 1 of the Schedules hereunder, are appointed for the terms of office specified, as members of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedules.

ANDREW STONER, M.P.,
 Minister for Regional Infrastructure and Services

SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Robert William MARTIN (new member).	Tenterden Recreation Reserve Trust.	Reserve No.: 60459. Public Purpose: Public recreation.
Adrian CAMERON (new member).		Notified: 1 June 1928. File No.: AE80 R 162.
Murray John NIELSEN (new member).		
Michael MAYLED (new member).		

Term of Office

For a term commencing the date of this notice and expiring 30 November 2014.

SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Leanne THOMPSON (new member).	Swan Vale Recreation Reserve Trust.	Reserve No.: 80092. Public Purpose: Camping and public recreation.
Richard ENNIS (new member).		Notified: 25 October 1957. File No.: AE81 R 40.
Ross William THOMPSON (new member).		

Term of Office

For a term commencing the date of this notice and expiring 30 November 2014.

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 ROADS

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

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

Description

Land District – Mudgee;
L.G.A. – Mid-Western Regional Council

Lots 16, 17 and 20, DP 1140073 in the Parish of Lennox,
County of Philip.

File Reference: W454347.

Note: On closing, titles for the land in Lots 16, 17 and 20,
remains vested in the Mid-Western Regional Council
as operational land.

GRIFFITH OFFICE
2nd Floor, Griffith City Plaza,
120–130 Banna Avenue (PO Box 1030), Griffith NSW 2680
Phone: (02) 6960 3600 Fax: (02) 6962 5670

ESTABLISHMENT OF RESERVE TRUST

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

ANDREW STONER, M.P.,
 Minister for Regional Infrastructure and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Lake Cargelligo Community Children's Centre (R89862) Reserve Trust.	Reserve No.: 89862. Public Purpose: Kindergarten. Notified: 9 July 1976. File No.: 12/03836.

APPOINTMENT OF CORPORATION TO MANAGE RESERVE TRUST

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

ANDREW STONER, M.P.,
 Minister for Regional Infrastructure and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Lake Cargelligo District Community Children's Centre Association Inc.	Lake Cargelligo Community Children's Centre (R89862) Reserve Trust.	Reserve No.: 89862. Public Purpose: Kindergarten. Notified: 9 July 1976. File No.: 12/03836.

REVOCATION OF APPOINTMENT OF RESERVE TRUST

PURSUANT to section 92(3)(c) of the Crown Lands Act 1989, the appointment of the reserve trust specified in Column 1 of the Schedule hereunder, as trustee of the reserve(s), or part(s) of the reserve(s), specified opposite thereto in Column 2 of the Schedule, is revoked.

ANDREW STONER, M.P.,
 Minister for Regional Infrastructure and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Lachlan Shire Council Crown Reserves Reserve Trust.	Reserve No.: 89862. Public Purpose: Kindergarten. Notified: 9 July 1976. File No.: 12/03836.

For a term commencing the date of this notice.

NEWCASTLE OFFICE

437 Hunter Street, Newcastle NSW 2300 (PO Box 2185, Dangar NSW 2309)

Phone: (02) 4925 4104 Fax: (02) 4925 3517

ROADS ACT 1993

ORDER

Correction of Defective Instrument

AS per the notification of Notification of Closing of a Road which appeared in *New South Wales Government Gazette* dated 1st June 2012, Folio 2292, part of the description is hereby amended. Under heading of "description" the words "Parish – Boona West"; is deleted and replaced with "Parishes – Melrose and Boona West".

Reference: CL/00609.

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.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

Description

*Parish – Merriganowry; County – Forbes;
Land District – Cowra; L.G.A. – Cowra*

Road Closed: Lot 1, DP 1175193.

File No.: 12/00494.

Schedule

On closing, the land within Lot 1, DP 1175193 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Duramana; County – Roxburgh;
Land District – Bathurst; L.G.A. – Bathurst Regional*

Road Closed: Lot 1, DP 1173347 (subject to easement created by Deposited Plan DP 1173347).

File No.: CL/00559.

Schedule

On closing, part of the land within Lot 1, DP 1173347 remains vested in the State of New South Wales as Crown Land.

On closing, part of the land within Lot 1, DP 1173347 becomes vested in the State of New South Wales as Crown Land.

Council's Reference: JW:dr 22.11671/001.

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 Schedules hereunder, is revoked to the extent specified opposite thereto in Column 2 of the Schedules.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>
Land District: Cowra.	Lot 4, DP No. 1013135,
Local Government Area: Cowra.	Parish Mulyan, County Forbes, area of about 549.4 square metres.
Locality: Cowra.	
Reserve No.: 19582.	
Public Purpose: Travelling stock.	
Notified: 3rd February 1894.	
File No.: 09/01146.	

SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>
Land District: Cowra.	Lot 3, DP No. 1013135,
Local Government Area: Cowra.	Parish Mulyan, County Forbes, area of about 3341.0 square metres.
Locality: Cowra.	
Reserve No.: Not applicable.	
Public Purpose: Driftway.	
Notified: Not applicable.	
File No.: 09/01146.	

Note: That the Crown Land identified by Lot 3, DP1013135 forms part of a Driftway as identified in Parish Map for Mulyan, dated 1892.

SCHEDULE 3

<i>Column 1</i>	<i>Column 2</i>
Land District: Cowra.	Lot 3, DP No. 1013135,
Local Government Area: Cowra.	Parish Mulyan, County Forbes, area of about 3341.0 square metres.
Locality: Cowra.	
Reserve No.: 752948.	
Public Purpose: Future public requirements.	
Notified: 29th June 2007.	
File No.: 09/01146.	

**WITHDRAWAL OF RESERVE FROM CONTROL OF
LIVESTOCK HEALTH AND PEST AUTHORITY**

PURSUANT to section 86(1) of the Rural Lands Protection Act 1998, the part of the reserve specified in Column 1 of the Schedule hereunder, is withdrawn from the control of the authority specified opposite thereto in Column 2 of the Schedule.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Cowra.	Lachlan Livestock Health and Pest Authority.
Livestock Heath and Pest Authority District: Lachlan.	
Local Government Area: Cowra.	
Locality: Cowra.	
Part Reserve No. 19582, for the public purpose of travelling stock, notified in the <i>New South Wales Government Gazette</i> of 3rd February 1894, being an area of about 549.4 square metres and identified by Lot 4 in DP 1013135, Parish Mulyan, County Forbes, revoked this day.	
File No.: 09/01146.	

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

NOTIFICATION OF CLOSING OF ROAD

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

ANDREW STONER, M.P.,
 Minister for Regional Infrastructure and Services

Description

*Parish – Alexandria; County – Cumberland;
 Land District – Metropolitan;
 Local Government Area – Sydney*

Road Closed: Lot 1, DP 1163669 at Redfern.

File No.: 11/09405.

Schedule

On closing, the title for the land in Lot 1, DP 1163669 remains vested in the Council of the City of Sydney as operational land.

ADDITION TO RESERVED CROWN LAND

PURSUANT to section 88 of the Crown Lands Act 1989, the Crown Land specified in Column 1 of the Schedule hereunder, is added to the reserved land as specified opposite thereto in Column 2 of the Schedule.

ANDREW STONER, M.P.,
 Minister for Regional Infrastructure and Services

SCHEDULE

Column 1

Land District: Metropolitan.
 Local Government Area:
 Penrith City Council.
 Locality: Penrith.
 Lot 353, DP 752021.
 Parish: Castlereagh.
 County: Cumberland.
 Area: Approx. 63 square metres.
 File No.: MN05 R 1.

Column 2

Reserve No.: 66766.
 Public Purpose: Public
 recreation.
 Notified: 28 May 1957.

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.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

Description

*Parish – Towarri; County – Buckland;
Land District – Quirindi; L.G.A. – Liverpool Plains*

Road Closed: Lot 1, DP 1174824 (subject to easement/
right of carriageway created by Deposited Plan 1174824).

File No.: TH05 H 423.

Schedule

On closing, the land within Lot 1, DP 1174824 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 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.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

Description

*Parish – Henty; County – Hume;
Land District – Albury; L.G.A. – Greater Hume*

Road Closed: Lot 2, DP 1164026.

File No.: WA05 H 547.

Schedule

On closing, the land within Lots 2, DP 1164026 remains vested in the State of New South Wales as Crown Land.

Description

*Parishes – Cunningdroo and Gumly Gumly;
County – Wynyard; Land District – Wagga Wagga;
L.G.A. – Wagga City Council*

Road Closed: Lot 1, DP 1174772 (subject to easement/created by Deposited Plan 1174772).

File No.: 09/017930.

Schedule

On closing, the land within Lot 1, DP 1174772 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Tarcutta; County – Wynyard;
Land District – Wagga Wagga;
L.G.A. – Wagga City Council*

Road Closed: Lot 1, DP 1174002.

File No.: 11/12652.

Schedule

On closing, the land within Lot 1, DP 1174002 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Cox; County – Mitchell;
Land District – Wagga Wagga; L.G.A. – Lockhart*

Road Closed: Lot 1, DP 1174783.

File No.: 12/00962.

Schedule

On closing, the land within Lot 1, DP 1174783 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Cox; County – Mitchell;
Land District – Wagga Wagga; L.G.A. – Lockhart*

Road Closed: Lot 2, DP 1174785.

File No.: 10/15267.

Schedule

On closing, the land within Lot 2, DP 1174785 remains vested in the State of New South Wales as Crown Land.

Description

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

Road Closed: Lot 2, DP 1174774.

File No.: 11/08988.

Schedule

On closing, the land within Lot 2, DP 1174774 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Morven; County – Hume;
Land District – Albury; L.G.A. – Greater Hume*

Road Closed: Lots 1-2, DP 1171528 (subject to easement created by Deposited Plan 1171528).

File No.: 10/19510.

Schedule

On closing, the land within Lots 1-2, DP 1171528 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Albury; County – Goulburn;
Land District – Albury; L.G.A. – Albury*

Road Closed: Lot 1, DP 1174617.

File No.: 10/16262.

Schedule

On closing, the land within Lot 1, DP 1174617 remains vested in the State of New South Wales as Crown Land.

Description

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

Road Closed: Lot 1, DP 1174585.

File No.: 12/00325.

Schedule

On closing, the land within Lot 1, DP 1174585 remains vested in the State of New South Wales as Crown Land.

Description

*Parishes – Billabong Forest, Gray and Lowes;
County – Hume; Land District – Corowa;
L.G.A. – Corowa*

Road Closed: Lots 2-3, DP 1174585.

File No.: 12/00326.

Schedule

On closing, the land within Lots 2-3, DP 1174585 remains vested in the State of New South Wales as Crown Land.

On closing, the land within Lot 2, DP1174585 becomes vested in the State of New South Wales as Crown Land.

Council's Reference: JJB:LA.

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

WITHDRAWAL OF LANDS FROM WESTERN LANDS LEASES

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

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

Descriptions

Counties – Killara, Landsborough and Gunderbooka; Administrative Districts – Bourke, Wilcannia and Cobar

<i>Column 1 Land Withdrawn from Lease (Lot/DP)</i>	<i>Column 2 Lease Affected by Withdrawal</i>	<i>Column 3 Title Affected</i>	<i>Column 4 Area Withdrawn from Lease (ha)</i>	<i>Column 5 Lease Area Following Withdrawal (ha)</i>
1/1167175	WLL 2939	977/762177	33.13	8519
2/1167175	WLL 7845	2/1092567	37.73	19542
3/1167175	WLL 14393	3/1092567	45.41	3881
4/1167175	WLL 7844	1/1092567	22.25	23566
5/1167175	WLL 172	5758/768658	28.74	4093
6/1167175	WLL 711	4859/769151	55.31	9551
7/1167175	WLL 1116	5746/768646	25.75	4229
8/1167175	WLL 2929	975/762195	41.14	12177
9/1167175	WLL 2930	976/762175	39.76	15249
10/1167175	WLL 5084	6153/764563	64.72	33200
11/1167175	WLL 5153	6152/764563	85.56	12779
12/1167175	WLL 4397	2238/764208	39.38	6804
13/1167175	WLL 4037	1883/763747	42.42	4241
14/1167175	WLL 4034	1882/763819	33.79	8443
15/1167175 16/1167175 17/1167175	WLL 5549	5950/768832 5951/768833	39.36	16895
18/1167175	WLL 13925	4777/767990	14.07	4044
19/1167175	WLL 7762	3900/766373	29.90	5767
20/1167175	WLL 13559	5053/45032	23.32	6107
21/1167175	WLL 13119	5191/720968	47.33	2113
22/1167175	WLL 12451	3899/766372	9.293	4489
23/1167175	WLL 7719	5189/720974	51.94	13364
24/1167175	WLL 8111	3902/766375	74.92	13217
25/1167175	WLL 13117	4977/45076	43.58	4000
26/1167175	WLL 6174	3626/765978	25.58	10865
27/1167175 28/1167175	WLL 6403	6346/769238 6347/769239	47.18	11179
29/1167175	WLL 12090	6391/769269	36.40	1860

<i>Column 1 Land Withdrawn from Lease (Lot/DP)</i>	<i>Column 2 Lease Affected by Withdrawal</i>	<i>Column 3 Title Affected</i>	<i>Column 4 Area Withdrawn from Lease (ha)</i>	<i>Column 5 Lease Area Following Withdrawal (ha)</i>
30/1167175	WLL 9428	6709/822028	25.63	4216
31/1167175	WLL 10424	38/753574	12.49	1120
33/1167175	WLL 10420	35/753574	6.439	304
34/1167175	WLL 14176	6627/725307	7.966	3845
35/1167175	WLL 13652	5159/720987	34.02	5557

File No.: 11/03658.

GRANTING OF A WESTERN LANDS LEASE

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

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

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

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

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

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

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

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

<i>WLL No.</i>	<i>Name of Lessee</i>	<i>File No.</i>	<i>Folio Identifier</i>	<i>Area (m2)</i>	<i>Term of Lease</i>	
					<i>From</i>	<i>To</i>
WLL 16382	Alexander Vincent HENRY.	09/10905	44/1063047	1766	31 May 2012	30 May 2032
WLL 16285	Gregory Maxwell MANUSU.	09/00776	20/1076808	2582	31 May 2012	30 May 2032
WLL 15120	Edward WEBB and Joyce WEBB.	10/08148	42/1063047 and 101/1057617	1792	30 May 2012	29 May 2032
WLL 15146	Miroslav BLAHO.	12/01463	21/1063047	2459	30 May 2012	29 May 2032

DEDICATION OF CROWN LAND AS PUBLIC ROAD

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

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

Descriptions

*Counties – Killara, Landsborough and Gunderbooka;
Administrative Districts – Bourke, Wilcannia and Cobar*

Lot 1, DP 1167175; Lot 2, DP 1167175; Lot 3, DP 1167175; Lot 4, DP 1167175; Lot 5, DP 1167175; Lot 6, DP 1167175; Lot 7, DP 1167175; Lot 8, DP 1167175; Lot 9, DP

1167175; Lot 10, DP 1167175; Lot 11, DP 1167175; Lot 12, DP 1167175; Lot 13, DP 1167175; Lot 14, DP 1167175; Lot 15, DP 1167175; Lot 16, DP 1167175; Lot 17, DP 1167175; Lot 18, DP 1167175; Lot 19, DP 1167175; Lot 20, DP 1167175; Lot 21, DP 1167175; Lot 22, DP 1167175; Lot 23, DP 1167175; Lot 24, DP 1167175; Lot 25, DP 1167175; Lot 26, DP 1167175; Lot 27, DP 1167175; Lot 28, DP 1167175; Lot 29, DP 1167175; Lot 30, DP 1167175; Lot 31, DP 1167175; Lot 32, DP 1167175; Lot 33, DP 1167175; Lot 34, DP 1167175; Lot 35, DP 1167175; Lot 37, DP 1167175; Lot 38, DP 1167175 and Lot 39, DP 1167175.

Note: Affected parts of Crown Reserves 634, 853, 32957, 32960 and 84485 are hereby revoked.

File No.: 11/03658.

ADDITION TO A WESTERN LANDS LEASE

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

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

Western Lands Lease No.: 10649.

Name of Lessee: David Clark CHALMERS and Patricia Lorraine CHALMERS.

Area Added: Lot 4436, DP 767181, Parish of Maniette, County of Taila, of 94.7 hectares. (Folio Identifier: 4436/767181).

Total Area Following Addition: Lots 4346 and 4436, DP 767181, Parish of Maniette, County of Taila, of 4400 hectares. (Folio Identifiers: 4346/767181 and 4436/767181).

Date of Addition: 13 March 2012.

Administrative District: Balranald.

Shire: Balranald.

Conditions: Unchanged.

ERRATUM

IN the notification appearing in the *New South Wales Government Gazette* of 1 June 2012, Folio's 2302-2304, appearing under the heading Alteration of Purpose/Conditions of a Western Lands Lease, (being Western Lands Lease 942 the following Folio Identifier is to be omitted:

Folio Identifier: 6563/769367

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

ADDITION TO RESERVED CROWN LAND

PURSUANT to section 88 of the Crown Lands Act 1989, the Crown Land specified in Column 1 of the Schedule hereunder, is added to the reserved land specified opposite thereto in Column 2 of the Schedule.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE*Column 1*

Land District: Walgett North.
Local Government Area:
Walgett Shire Council.
Locality: Lightning Ridge.
Lot 1, DP No. 1145840,
Parish Blackwood,
County Finch.
Area: 982.3 hectares.
File No.: 09/18585.

Column 2

Reserve No.: 1024168.
Public Purpose: Opal mining
and exploration and public
access.
Notified: 4 December 2009.
Lot 2, DP No. 1164755,
Parish Wallangulla,
County Finch.
Lot 433, DP No. 1076808,
Parish Wallangulla,
County Finch.
Lot 73, DP No. 1066289,
Parish Mebea,
County Finch.
Lot 1952, DP No. 763834,
Parish Kigwigil,
County Finch.
Lot 128, DP No. 1118679,
Parish Wallangulla,
County Finch.
Lot 103, DP No. 1066289,
Parish Mebea,
County Finch.
Lot 79, DP No. 1123923,
Parish Wallangulla,
County Finch.
Lot 7, DP No. 1063025,
Parish Wallangulla,
County Finch.
Lot 8004, DP No. 1169647,
Parish Wallangulla,
County Finch.
Lot 8001, DP No. 1169647,
Parish Wallangulla,
County Finch.
Lot 2, DP No. 1167811,
Parish Wallangulla,
County Finch.
Lot 1, DP No. 1167811,
Parish Wallangulla,
County Finch.
Lot 4, DP No. 1163616,
Parish Wallangulla,
County Finch.
Lot 3, DP No. 1158025,
Parish Wallangulla,
County Finch.
New Area: 5160 hectares.

Other Notices

APPRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given that the Commissioner for Vocational Training has made Vocational Training Orders for the recognised traineeship vocations of:

- Engineering – General
- Engineering – Production Systems
- Engineering – Production Technology
- Engineering – Technical,

under section 6 of the Apprenticeship and Traineeship Act 2001.

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

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

Copies of the Orders may be inspected at any State Training Services Regional Office of the Department of Education and Communities or on the Internet at https://www.training.nsw.gov.au/cib_vto/cibs/cib_543.html

Notice is also given that the recognised traineeship vocation of Engineering is now repealed.

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Incorporation Pursuant to Section 72

TAKE notice that the incorporation of the following associations is cancelled by this notice pursuant to section 72 of the Associations Incorporation Act 2009.

Cancellation is effective as at the date of gazettal.

Quilt Project Sydney Incorporated – Inc9874624

Women on the Edge Incorporated – Inc9892774

Shut Campaign Incorporated – Inc9892163

Sydney Women's Australian Football League Incorporated – Inc3493537

Mollymook Mako's Swimming Club Incorporated – Inc9888565

Zach Armstrong Fund Incorporated – Inc9889828

Mingoola Preschool Incorporated – Y2038832

Glenecho Neighbourhood House Inc – Y0788544

Gunnedah Village Homes Incorporated – Y1861807

Australians United for Separation of Church and State Incorporated – Inc9895626

PHSIETA (Primary Human Society & Its Environment Teachers Association) Incorporated – Inc9883260

Iluka-Woombah U3A Incorporated – Inc9896101

South East Maccabi Tenpin Bowling Club Incorporated – Y2972642

Dated this 4th day of June 2012.

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

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Registration Pursuant to Section 80

TAKE notice that SYDNEY JEWISH MUSEUM INCORPORATED (Y0705634) became registered under the Corporations Act 2001 as Sydney Jewish Museum – ACN 143 117 328 a public company limited by guarantee on 11 May 2010 and accordingly its registration under the Associations Incorporation Act 2009 is cancelled as of that date.

Dated: 4 June 2012.

LIN CUMMINGS,
NSW Fair Trading

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Registration Pursuant to Section 80

TAKE notice that MANLY WARRINGAH GYMNASTIC CLUB INCORPORATED (Y0119746) became registered under the Corporations Act 2001 as Manly Warringah Gymnastics Club – ACN 155 260 343 a public company limited by guarantee on 2 February 2012 and accordingly its registration under the Associations Incorporation Act 2009 is cancelled as of that date.

Dated: 4 June 2012.

LIN CUMMINGS,
NSW Fair Trading

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Registration Pursuant to Section 80

TAKE notice that OURCARE SERVICES INCORPORATED (Y0686212) became registered under the Corporations Act 2001 as Ourcare Services Limited – ACN 156 484 927 a public company limited by guarantee on 26 March 2012 and accordingly its registration under the Associations Incorporation Act 2009 is cancelled as of that date.

Dated: 4 June 2012.

LIN CUMMINGS,
NSW Fair Trading

CATCHMENT MANAGEMENT AUTHORITIES ACT 2003

Hunter-Central Rivers Catchment Management Authority

Determination Concerning Catchment Contributions
1 July 2012 to 30 June 2013

Schedule 4 of the
Catchment Management Authorities Act (2003)

THE Hunter-Central Rivers Catchment Management Authority in pursuance of Schedule 4 of the Catchment Management Authorities Act (2003) and in accordance with the Hunter-Central Rivers Catchment Management Authority Regulation (2010) does hereby make the following determination in respect of the year commencing 1 July 2012:

- a. It proposes to raise \$3,685,000 by way of catchment contribution.

- b. The catchment contribution is to be levied on all rateable land within the Hunter Catchment Contribution area as delineated by maps held at the Authority's offices.
- c. The basis of the catchment contribution is a rate based on land values provided by the appropriate local government councils.
- d. The catchment contribution rate for the year commencing 1 July 2012 will be 0.0111 of a cent in the dollar (land value).

Dated at Paterson this 11th day of May 2012.

The Common Seal of the Hunter-Central Rivers Catchment Management Authority was affixed hereto this eleventh day of May 2012 pursuant to a resolution of the Authority in the presence of two board members whose signatures appear opposite hereto

SUSAN HOOKE, Board Member
ARTHUR BURNS, Board Member

DEFAMATION ACT 2005

ORDER

I, GREG SMITH, M.P., Attorney General, in pursuance of section 35 (3) of the Defamation Act 2005, by this order, declare the amount that is to apply for the purposes of section 35 (1) of the Defamation Act 2005 to be \$339,000 from 1 July 2012.

Signed at Sydney, this 31st day of May 2012.

GREG SMITH,
Attorney General

DISTRICT COURT ACT 1973

District Court of New South Wales

Direction

PURSUANT to section 32 of the District Court Act 1973, I direct that the District Court shall sit in its civil jurisdiction at the place and time shown as follows:

Bathurst 10.00am 20 August 2012 (1 week)
Sittings Cancelled

Dated this 31st day of May 2012.

R. O. BLANCH,
Chief Judge

DISTRICT COURT ACT 1973

District Court of New South Wales

Direction

PURSUANT to section 173 of the District Court Act 1973, I direct that the District Court shall sit in its criminal jurisdiction at the place and time shown as follows:

Bathurst 10.00am 20 August 2012 (2 weeks)
Tamworth 10.00am 20 August 2012 (2 weeks)
Sittings Cancelled

Dated this 31st day of May 2012.

R. O. BLANCH,
Chief Judge

ELECTRICITY SUPPLY ACT 1995

Invitation to Comment

Application for Electricity Retail Supplier Licence

IPART has received an application for an electricity retail supplier's licence under the Electricity Supply Act 1995 from Qenergy Limited (ACN 120 124 101) to operate in New South Wales.

IPART seeks public submissions on this application. Submissions should address the assessment criteria contained in the Electricity Supply Act.

A copy of this application can be viewed and downloaded from IPART's website at www.ipart.nsw.gov.au

All submissions should reach IPART by COB 24 July 2012. Please direct all enquiries to Ms Carly Price on (02) 9113 7732.

JIM COX, P.S.M.,
Chief Executive Officer and Full Time Member

Independent Pricing and Regulatory Tribunal
PO Box Q290,
QVB Post Office NSW 1230

NATIONAL PARKS AND WILDLIFE ACT 1974

Wollundry Lagoon and Tony Ireland Park Aboriginal Place

IN pursuance of the powers vested in me under section 84 of the National Parks and Wildlife Act 1974, I, the Minister for the Environment, do, by this my order, declare such of the lands described hereunder as an Aboriginal Place. The place shall be known as Wollundry Lagoon and Tony Ireland Park Aboriginal Place.

It is my opinion that this place is or was of special significance to Aboriginal culture. The values for which the Aboriginal Place is significant to Aboriginal culture includes, but is not limited to the spiritual significance of the lagoon being associated with the dreaming story of the Wawi, a reptile like spirit creature residing in and protecting the lagoon. The Place is valued by the Wiradjuri peoples of the area because of its connection with nearby areas associated with the Murrumbidgee River and it being a past gathering place to exchange cultural knowledge and land management techniques for the Wiradjuri peoples. It is a place where traditional Wiradjuri cultural resource use and cultural activities were undertaken up until the 1870s and included the use of fish barks for fish management, both for breeding and food supply.

The place was a prior living and camping place, a place of ceremony and a place of intergenerational transmission of Wiradjuri cultural knowledge. The place is an area where the history of associations and relationships between the early European settlers and Wiradjuri peoples are evident and continue to be shared today and commemorated through public art, interpretation signage and public gatherings and events.

Note: under section 86 of the National Parks and Wildlife Act 1974, it is an offence to harm or desecrate (harm includes destroy, deface or damage) an Aboriginal Place.

Should any activities that may cause harm to this Aboriginal Place be contemplated, consent should be sought from the Director General of the Department of Premier and Cabinet. Activities or works for the conservation or protection of this Aboriginal Place that are carried out by an officer of

the Office of Environment and Heritage or under the direction of such an officer, in accord with section 87A (a) of the Act may be exempt.

Activities which might harm or desecrate this Aboriginal Place include, but are not limited to, the following: the erection of a building in the area; the carrying out of a work in, on or under the area; the subdivision of the area and the clearing of native vegetation in the area.

Activities or works carried out to maintain public access to, and infrastructure across, the Wollundry Lagoon area that do not cause harm to or desecrate the Aboriginal Place and that constitute the continued use of this Aboriginal Place for the purposes of public recreation and conservation, may be exempt.

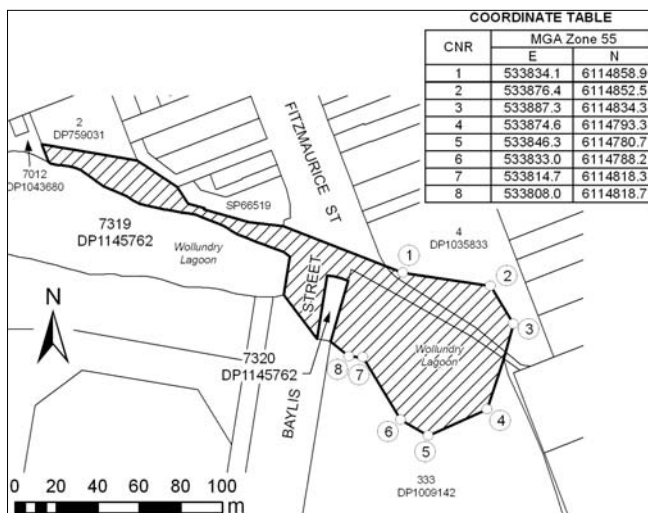
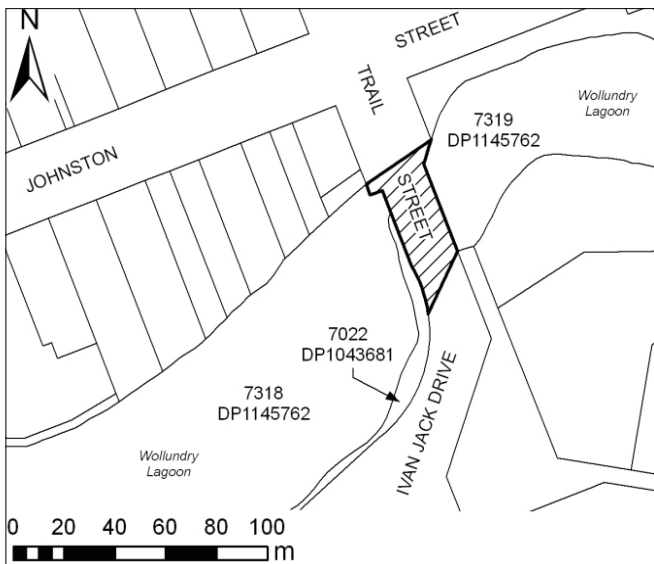
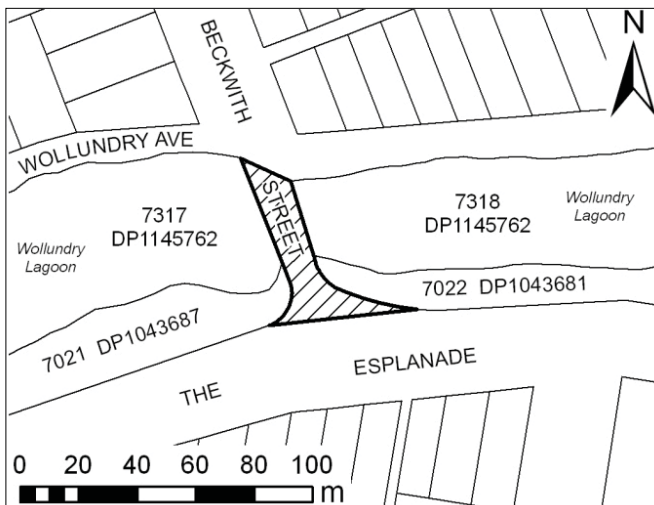
ROBYN PARKER, M.P.,
Minister for the Environment

GOD SAVE THE QUEEN!

SCHEDULE

Land District – Wagga Wagga; LGA – Wagga Wagga

County of Wynyard, Parish of South Wagga Wagga, about 7.4 hectares, being Tony Ireland Park comprising Lot 7307, DP 1132470 and Wollundry Lagoon comprising Lot 1, DP 724122; Lot 2, DP 582837; Lot 4, DP 668307; Lots 7317 to 7320 inclusive, DP 1145762; Lot 7021, DP 1043687; Lot 7022, DP 1043681 and the areas shown hatched in the diagrams hereunder. Papers: FIL10/14744



PAYROLL TAX ACT 2007

Threshold Amount for the Financial Year Commencing on 1 July 2012

THIS notice is published under Clause 1A of Schedule 1 of the Payroll Tax Act 2007.

The threshold amount determined under Clause 1A for the financial year commencing on 1 July 2012 is \$689,000.

Dated: 4 June 2012.

TONY NEWBURY,
Chief Commissioner of State Revenue

PESTICIDES ACT 1999

Environment Protection Authority NSW

Notice under Section 48 (4)

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

SEAN NUNAN,
Team Leader,
Licensing and Registration
by delegation

SCHEDULE

Pilot (Pesticide Rating) Licence

Name and address of licensee	Date of granting of licence
Mathew FLEMING, 1788 Clifton Road, Piallaway NSW 2342	5 June 2012

POISONS AND THERAPEUTIC GOODS ACT 1966

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

Withdrawal of Drug Authority

IN accordance with the provisions of clause 175 (1) of the Poisons and Therapeutic Goods Regulation 2008 an Order has been made on Dr Joan ASHER, MED0000934611, of 486 Forest Road, Bexley NSW 2207, prohibiting her until further notice, as a medical practitioner from supplying or having possession of drugs of addiction as authorised by clause 101 of the Regulation and issuing a prescription for a drug of addiction as authorised by clause 77 of the Regulation.

This Order is to take effect on and from 11 June 2012.

Dated: 4 June 2012.

Dr MARY FOLEY,
Director-General,
Ministry of Health, New South Wales,

SCALE OF ALLOWANCES PAID TO WITNESSES

I, Greg Smith, Attorney General, have approved the repeal of the scale of allowances to witnesses attending (1) criminal trials at the Supreme Court and the District Court, and (2) Local Courts, Licensing Courts and Coroner's Courts, as published in the *NSW Government Gazette*. In its place, I have approved a fresh scale of allowances, as shown in the attached Schedule. The new rates are to take effect from 1 July 2012.

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

SCHEDULE

Scale of Allowances to:

- (a) All Crown witnesses and witnesses for the defence attending criminal trials at the Supreme Court and District Court of New South Wales (i) where such witnesses have been subpoenaed by the Crown to give evidence or (ii) where legal aid has been granted, and
- (b) Witnesses requested or subpoenaed by the Director of Public Prosecutions or Police to attend at Local Courts, Licensing or Coroner's Courts in New South Wales.

These allowances apply to: (1) fees, loss of income, salary or wages, (2) meals, and (3) transport.

FEES, LOSS OF INCOME, SALARY OR WAGES

- (a) Ordinary witnesses (being witnesses not specified in (b) below):

Upon furnishing a certificate of loss of income, salary or wages, ordinary witnesses shall be entitled as follows:

- (i) up to 4 hours loss of working time on that day, not exceeding \$48.145 per day
- (ii) more than 4 hours loss of working time on that day, not exceeding \$96.95 per day

- (b) Experts summoned to give expert evidence:

- (i) In respect of the period of absence from home, hospital, place of employment or other place in travelling to and from Court, and attendance at Court:

1. Fee for the first two hours or part thereof \$103.90 per day
2. Fee thereafter for each additional half-hour or part thereof up to a maximum of \$204.60 per day \$19.90 per half hour

- (ii) IN ADDITION, where evidence is expert evidence, a fee of \$13.45 per case

MEAL ALLOWANCE

All Witnesses:

- (a) For every meal taken while in attendance at or travelling to and from Court where no allowance is payable under (b) below: *
- (b) Where the witness resides at such a distance from the Court that he/she cannot travel to and from the Court on the same day
 - (i) for each day of 24 hours: **
 - (ii) for any additional part of a day (based on the hourly rate applicable under (b) (i): **
 - (iii) where the witness is absent from his/her residence overnight but for a period less than 24 hours he/she may be paid as for a full day.

Children aged 5 years and over to be paid meal allowance as in the case of adult witnesses. No meal allowance to be paid to children under the age of 5 years.

COST OF TRANSPORT

All Witnesses:

To be paid actual cost of fares paid by them in travelling by rail, bus, ferry or other available means of public transport to and from the Court at which they are required to attend.

Witnesses are not to be reimbursed the cost of travel by plane unless prior approval has been given to travel by this method.

If unable to travel by any available public transport, to receive for every kilometre travelled by own vehicle, the rate of: ***

Kilometrage to be paid in respect of one journey to and from the Court. Where a witness travels otherwise when transit by public transport is available such witness is to be paid only an amount equal to the cost of travelling by means of the available transport. Notwithstanding the foregoing, medical practitioners required to attend Court on successive days to give evidence shall be paid appropriate kilometrage in respect of each day of travel.

* This rate to vary as prescribed for Lunch in accordance with Clause 29.1.3, Table 1 (Item No. 1), Part B-Monetary Rates to the Crown Employees (Public Service Conditions of Employment) Award 2009. Variations to apply are from date specified in the Public Service Notices pending amendment of the relevant Award.

** These rates to vary in accordance with the rate prescribed in Clause 26.8.2, Table 1 (Item No. 2), Part B-Monetary Rates to the Crown Employees (Public Service Conditions of Employment) Award 2009. Variations to apply are from date specified in the Public Service Notices pending amendment of the relevant Award.

*** This rate to vary in accordance with the Casual rate for private motor vehicles with engine capacity 2601cc and over in accordance with Clause 36.3, Table 1 (Item No. 6), Part B-Monetary Rates to the Crown Employees (Public Service Conditions of Employment) Award 2009. Variations to apply are from date specified in the Public Service Notices pending amendment of the relevant Award.

**STATUTORY AND OTHER OFFICES
REMUNERATION ACT 1975**

Statutory and Other Offices Remuneration Tribunal
Report and Determination Pursuant to Section 14 (2)
of the Act

REPORT:

1. On 21 May 2012 the Premier requested the Statutory and Other Offices Remuneration Tribunal (the Tribunal) to make a determination in respect of the remuneration payable to the office of the Mental Health Commissioner.
2. The Premier advised that the Statutory and Other Offices Remuneration Act 1975 (the SOOR Act) will be amended to include this new office in the list in Schedule 2 when the Mental Health Commission Act 2012 (MHC Act) is proclaimed on 2 July 2012. This is a new position and the Tribunal has not previously made a determination on the remuneration payable for this office.
3. The Mental Health Commission (MHC) is an independent statutory authority established under the MHC Act. The MHC is being established to deliver the strategic direction for mental health in NSW to ensure services are appropriately designed and targeted. The MHC will also review, monitor and report to the Government, the Parliament and the public on how funds are being used. As broadly outlined in the legislation the MHC will undertake the following functions and responsibilities:
 - o prepare a draft strategic plan for the mental health system
 - o monitor and report on the implementation of the approved strategic plan
 - o review, evaluate, report and advise on mental health services
 - o promote and facilitate sharing of knowledge and ideas
 - o undertake and commission research
 - o advocate for and promote the general health and wellbeing of people with a mental illness, and
 - o educate the community about mental health issues.
4. The Mental Health Commissioner is required to prepare for the Government's consideration a draft strategic plan for the mental health system in NSW. This includes the full range of services and supports provided across government, including housing, education and those in the criminal justice system.
5. The Commissioner will undertake the role of Chief Executive Officer of the organisation and will set the strategic and operational direction, in consultation with the Minister and in line with the objectives of the MHC Act of the organisation. The Commissioner will ensure the efficient management of MHC's operational functions and compliance with relevant public sector policies, standards and relevant statutory requirements. The Commissioner will play a key role in establishing the MHC and will be responsible for delivering on the initiatives outlined in the MHC Act. The Commissioner will also be a champion for mental health in NSW and the recommendations of the MHC are likely to have broad budget implications.
6. In determining the remuneration for this position the Tribunal has had regard to an independent job evaluation

of the position, and also to other comparators. In the result, the Tribunal is of the view that the Mental Health Commissioner should receive an annual salary of \$272,000 per annum and so determines. The Tribunal's determination will take effect from the date of the commencement of the Mental Health Commission Act 2012, which is expected to be 2 July 2012.

DETERMINATION:

Pursuant to section 14 (2) of the Statutory and Other Offices Remuneration Act 1975 the Tribunal determines that the office of Mental Health Commissioner shall receive a salary of \$272,000 per annum with effect from 2 July 2012.

Dated: 1 June 2012.

HELEN WRIGHT,
Statutory and Other Offices Remuneration Tribunal

TOTALIZATOR ACT 1997

TAB Limited Fixed Price Racing Betting Rules

IN accordance with the provision of section 54 (1) of the Totalizator Act 1997, the Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts has approved of amendments to the TAB Limited Fixed Price Racing Betting Rules. The amendments, to commence on date of gazettal, are as follows:

Insert the following Rules:

- 4.9 Where the bet type Head to Head is offered, one of the nominated competitors must finish in the first 5 placings otherwise all bets will be refunded.
- 4.10 Where the betting is offered on the weight the winner will carry, the result will be determined on the weight allocated at the time of acceptances and will ignore the impact of any allowances or jockeys riding overweight.
- 4.11 Where betting is offered on the barrier that the winner will draw the result will be determined on the barrier allocated at the time of acceptances and will ignore the impact of any scratched runners or damage to barrier stalls.
- 4.12 Where betting is offered on a Jockey or Trainers Premiership any dead heats will be allocated a value of 0.5 wins when determining the outcome.
- 4.13 Where betting is offered on the number of wins a jockey or trainer achieved during a defined period such as a race meeting or carnival any dead heats will be allocated a value of 0.5 wins to the jockey or trainer when determining the outcome.

WATER ACT 1912

Reduction in Water Allocations Order for the Belubula
River Catchment Water Source 2011-2012

under the
Water Act 1912

I, PAUL SIMPSON, having delegated authority from the Water Administration Ministerial Corporation, in pursuance of section 20Z of the Water Act 1912 and on being satisfied that the Belubula River Catchment water source which is subject to a scheme is unlikely to have sufficient water available to meet the requirements, during the 2011/ 2012 water year, of the persons authorised by law to take water

from the water source and such other possible requirements for water from the water source as are determined by the Water Administration Ministerial Corporation, make the following Order.

Dated this 1st day of June 2012.

PAUL SIMPSON
 Manager, Surface Water Management
 NSW Office of Water
 Signed for the
 Water Administration Ministerial Corporation
 (by delegation)

Explanatory note

This Order is made under section 20Z of the Water Act 1912. The object of this Order is to reduce the water allocations for certain entitlements in the Belubula River Catchment Water Source for the 2011/12 water year.

Reduction in Water Allocations Order for the Belubula River Catchment Water Source 2011-2012

under the
 Water Act 1912

1 Name of Order

This Order is the Reduction in Water Allocations Order for the Belubula River Catchment Water Source 2011-2012.

2 Commencement

This Order commences on the day it is published in the *NSW Government Gazette* and a notice of the Order is published in a newspaper circulating in the district in which the Belubula River Catchment Water Source is located. It will remain in force until 30 June 2012, unless it is repealed or modified by order before that date.

3 Reduction in Water Allocations

Water allocations for the Belubula River Catchment Water Source specified in Schedule 1 for the 2011/12 water year commencing on 1 July 2011 are reduced as specified in Schedule 2.

Schedule 1 Water Source

This order applies to the Belubula River Catchment water source, including the Belubula River from the upper limit of Carcoar Dam storage downstream to its junction with the Lachlan River.#

This water source was declared to be subject to a volumetric water allocations scheme by order made under section 20W of the Water Act 1912 and published in the *New South Wales Government Gazette* No. 115 at page 4340 on 14 August 1981.

Schedule 2 Reductions

The water allocation for each entitlement specified in Column 1 of the Table to this Schedule is reduced by the amount specified adjacent in Column 2 of the Table to this Schedule.

<i>Column 1 Entitlement</i>	<i>Column 2 Reduction in water allocation</i>
General Security	45%

Note: (1) This order allows holders of Belubula River Catchment General Security entitlements to access up to 55% of their entitlement.
 (2) This order does not affect holders of Belubula River Catchment High Security entitlements who have received an allocation of 100% of entitlement.

HUNTER WATER ACT 1991

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 sections 14 and 15 of the Hunter Water Act 1991, hereby amend and renew the operating licence of the Hunter Water Corporation for a term of five years commencing 1 July 2012 in the form set out below.

Signed and sealed at Sydney this 6th day of June 2012.

Hunter Water Corporation Operating Licence 2012–2017

Water Licensing – Operating Licence
July 2012

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1 Licence and Licence authorisation

1.1 Objectives of this Licence

- 1.1.1 The objective of this Licence is to enable and require Hunter Water to provide the Services within its Area of Operations. Consistent with this objective, this Licence requires Hunter Water to:
- a) meet the objectives and other requirements imposed on it in the Act and other applicable law;
 - b) comply with the System Quality and Performance Standards;
 - c) recognise the rights given to Customers and Consumers; and
 - d) be subject to Operational Audits.

1.2 Licence authorisation

- 1.2.1 This Licence is granted to enable and require Hunter Water to provide, construct, operate, manage and maintain efficient, co-ordinated and commercially viable systems and Services for supplying water, providing sewerage Services, and disposing of Wastewater throughout the Area of Operations.

1.3 Provision of a drainage system

- 1.3.1 Hunter Water must provide, operate, manage and maintain a drainage service as described in section 13(1)(b) of the Act.

1.4 Duration of this Licence

- 1.4.1 The term of this Licence is 5 years from the Commencement Date.

[Note: This Licence starts on 1 July 2012, which means that it will end on 30 June 2017.]

1 Licence and Licence authorisation

1.5 Licence amendment

- 1.5.1 Subject to the Act and clause 1.5.2, this Licence may be amended by the Governor by notice in the NSW Government Gazette. The amendment takes effect on the date the notice is published in the NSW Government Gazette, or on such other date specified in the notice.
- 1.5.2 Before any notice of an amendment to this Licence is published in the NSW Government Gazette, the Minister must give Hunter Water reasonable notice of the proposed amendment to enable it to comply with the amendment (if relevant) upon its commencement.

1.6 Connection of Services

- 1.6.1 Subject to Hunter Water continuing to comply with any applicable law, Hunter Water must ensure that the Services are available on request for connection to any Property situated in the Area of Operations.
- 1.6.2 Connection to the Services is subject to any conditions Hunter Water may lawfully impose to ensure the safe, reliable and financially viable supply of the Services to Properties in the Area of Operations in accordance with this Licence.

1.7 Non-exclusive Licence

- 1.7.1 This Licence does not prohibit another person from providing any Services in the Area of Operations that are the same as, or similar to, the Services, if the person is lawfully entitled to do so.

1.8 Availability of Licence

- 1.8.1 Hunter Water must make this Licence available free of charge:
- a) on its website for downloading by any person; and
 - b) to the public on request.

1.9 Pricing

- 1.9.1 Hunter Water must set the level of fees, charges, and other amounts payable for the Services subject to the terms of this Licence, the Act and the maximum prices and methodologies for the Services determined from time to time by IPART under the IPART Act.

2 | Water quality

2.1 Drinking Water

- 2.1.1 Hunter Water must maintain a Management System that is consistent with:
- a) the Australian Drinking Water Guidelines; or
 - b) if NSW Health specifies any amendment or addition to the Australian Drinking Water Guidelines that applies to Hunter Water, the Australian Drinking Water Guidelines as amended or added to by NSW Health,

(Drinking Water Quality Management System).

[Note: It is generally expected that Hunter Water will develop a system consistent with the Australian Drinking Water Guidelines, including the Drinking Water Quality Framework. However, where NSW Health considers it appropriate, the application of those Guidelines may be amended or added to, to take account of Hunter Water's circumstances and/or Drinking Water Quality policy and practices within New South Wales.]

- 2.1.2 Hunter Water must ensure that the Drinking Water Quality Management System is fully implemented and that all relevant activities are carried out in accordance with the system, including to the satisfaction of NSW Health.
- 2.1.3 Hunter Water must notify IPART and NSW Health of any significant changes that it proposes to make to the Drinking Water Quality Management System in accordance with the Reporting Manual.
- 2.1.4 Hunter Water must obtain NSW Health's approval for any significant changes proposed to be made to the Drinking Water Quality Management System before implementing or carrying out its activities in accordance with them.

2 Water quality

2.2 Recycled Water

2.2.1 Hunter Water must maintain a Management System that is consistent with:

- a) the Australian Guidelines for Water Recycling; or
- b) if NSW Health specifies any amendment or addition to the Australian Guidelines for Water Recycling that applies to Hunter Water, the Australian Guidelines for Water Recycling as amended or added to by NSW Health,

(Recycled Water Quality Management System).

[Note: It is generally expected that Hunter Water will develop a system consistent with the Australian Guidelines for Water Recycling, including the Recycled Water Quality Framework. However, where NSW Health considers it appropriate, the application of those Guidelines may be amended or added to, to take account of Hunter Water's circumstances and/ or Recycled Water Quality policy and practices within New South Wales.]

2.2.2 Hunter Water must ensure that the Recycled Water Quality Management System is fully implemented and that all relevant activities are carried out in accordance with the system, including to the satisfaction of NSW Health.

2.2.3 Hunter Water must notify IPART and NSW Health of any significant changes that it proposes to make to the Recycled Water Quality Management System in accordance with the Reporting Manual.

2.2.4 Hunter Water must obtain NSW Health's approval for any significant changes proposed to be made to the Recycled Water Quality Management System before implementing or carrying out its activities in accordance with them.

3 | Water quantity

3.1 Water Conservation Target

- 3.1.1 Hunter Water must ensure that the 5 year rolling average for annual residential water consumption calculated for each financial year during the term of this Licence is equal to or less than 215 kilolitres per year for each Property used for residential purposes (**Water Conservation Target**).
- 3.1.2 Hunter Water must report its compliance with the Water Conservation Target to IPART in accordance with the Reporting Manual.

3.2 Economic Level of Leakage

- 3.2.1 By 31 January 2014, Hunter Water must:
- a) complete a review to determine the Economic Level of Leakage from its Drinking Water Network; and
 - b) submit a report on this review to IPART in accordance with the Reporting Manual.
- 3.2.2 Hunter Water must provide to IPART, for its approval, the proposed methodology for determining the Economic Level of Leakage in accordance with the Reporting Manual.
- 3.2.3 When determining the Economic Level of Leakage from the Drinking Water Network for the purposes of clause 3.2.1, Hunter Water must use the methodology approved by IPART under clause 3.2.2.

3.3 Roles and responsibilities protocol

- 3.3.1 Hunter Water must use its best endeavours to:
- a) develop and agree a Roles and Responsibilities Protocol with the Metropolitan Water Directorate for the development of the Lower Hunter Water Plan; and
 - b) maintain and comply with any Roles and Responsibilities Protocol that has been agreed and developed under clause 3.3.1(a).

4

Assets

4.1 Asset Management System

- 4.1.1 Hunter Water must maintain a Management System that is consistent with:
- a) the *BSI PAS 55:2008 (PAS 55) Asset Management standard*; or
 - b) the Water Services Association of Australia's Aquamark benchmarking tool; or
 - c) another asset management standard agreed to by IPART,
- (Asset Management System).
- 4.1.2 Hunter Water must ensure that the Asset Management System is fully implemented and that all relevant activities are carried out in accordance with the system.
- 4.1.3 Hunter Water must notify IPART of any significant changes that it proposes to make to the Asset Management System in accordance with the Reporting Manual.

4.2 Water pressure, water continuity and Wastewater Overflow Standards

- 4.2.1 Interpretation of standards
- a) For the purposes of the Water Pressure Standard and Water Continuity Standard, each separately billed or separately occupied part of a Multiple Occupancy Property is considered to be 1 Property.
[Note: for example, a block of 5 townhouses or apartments is counted as 5 Properties, and a block of land on which there is a house and a granny flat is counted as 2 Properties.]
 - b) For the purposes of the Wastewater Overflow Standard, a Multiple Occupancy Property is considered to be 1 Property.
[Note: for example, a block of 5 townhouses or apartments is counted as 1 Property, and a block of land on which there is a house and a granny flat is counted as 1 Property.]
 - c) In the case of any ambiguity in the interpretation or application of any of the standards set out in this clause 4.2, IPART's interpretation of the relevant standard or assessment of its application will prevail.

4.2.2 Water Pressure Standard

- a) Hunter Water must ensure that no more than 4,800 Properties experience a Water Pressure Failure in a financial year (**Water Pressure Standard**).
- b) A Property is taken to have experienced a Water Pressure Failure at each of the following times:
 - i) when a person notifies Hunter Water that the Property has experienced a Water Pressure Failure and that Water Pressure Failure is confirmed by Hunter Water; or
 - ii) when Hunter Water's systems identify that the Property has experienced a Water Pressure Failure.
- c) Despite clause 4.2.2(b), a Property will not be taken to have experienced a Water Pressure Failure if that Water Pressure Failure occurred only because of:
 - i) a Planned Water Interruption or Unplanned Water Interruption;
 - ii) water usage by authorised fire authorities in the case of a fire; or
 - iii) a short term or temporary operational problem (such as a main break) which is remedied within 4 days of its occurrence.

4.2.3 Water Continuity Standard

- a) Hunter Water must ensure that in a financial year:
 - i) no more than 10,000 Properties experience an Unplanned Water Interruption that lasts more than 5 continuous hours; and
 - ii) no more than 5,000 Properties experience 3 or more Unplanned Water Interruptions that each lasts more than 1 hour,

(Water Continuity Standard).
- b) For the purposes of clause 4.2.3(a), Hunter Water must use the best available data (taking account of water pressure data where that data is available) to determine:
 - i) whether a Property has experienced an Unplanned Water Interruption; and
 - ii) the duration of the Unplanned Water Interruption.
- c) If a Property experiences an Unplanned Water Interruption that was caused by a third party, that Property is taken not to have experienced an Unplanned Water Interruption for the purposes of clause 4.2.3(a).

4 Assets

4.2.4 Wastewater Overflow Standard

- a) Hunter Water must ensure that in a financial year:
 - i) no more than 5,000 Properties (other than Public Properties) experience an Uncontrolled Wastewater Overflow in dry weather; and
 - ii) no more than 45 Properties (other than Public Properties) experience 3 or more Uncontrolled Wastewater Overflows in dry weather,

(Wastewater Overflow Standard).

5 Customers and Consumers

5.1 Customer Contract

- 5.1.1 Hunter Water must publish a copy of the Customer Contract and any variations to it on Hunter Water's website for downloading free of charge, and must provide it to any Customer or Consumer free of charge upon request.
- 5.1.2 Hunter Water must notify IPART of any significant changes that it proposes to make to the Customer Contract in accordance with the Reporting Manual.

5.2 Providing information

- 5.2.1 Hunter Water must prepare a pamphlet that:
- briefly explains the Customer Contract;
 - summarises the key rights and obligations of Customers under the Customer Contract;
 - refers to the types of account relief available for Customers experiencing financial hardship;
 - outlines the Customer's obligations and rights to claim a rebate; and
 - contains information about how to contact Hunter Water by telephone, email, postal mail or in person.
- 5.2.2 Hunter Water must update the pamphlet prepared under clause 5.2.1 when variations are made to the Customer Contract.
- 5.2.3 Hunter Water must provide the pamphlet prepared under clause 5.2.1 and any updates made under clause 5.2.2 free of charge to:
- Customers at least annually with their Bills; and
 - any other person on request.
- 5.2.4 Hunter Water must advertise in a local newspaper at least once annually on:
- the types of account relief available for Customers experiencing financial hardship;

- b) the Customer's obligations and rights to claim a rebate.

5.3 Consumers

5.3.1 Hunter Water's obligations under the Customer Contract relating to:

- a) complaint handling and complaint resolution procedures; and
- b) the Procedure for Payment Difficulties and Actions for Non-payment,

are extended to Consumers as if Consumers were parties to the Customer Contract.

5.4 Procedure for financial hardship, payment difficulties, water flow restriction and disconnection

5.4.1 Hunter Water must maintain and fully implement procedures relating to financial hardship, payment difficulties, water flow restriction and disconnection (**Procedure for Payment Difficulties and Actions for Non-payment**), which must include:

- a) a financial hardship policy that helps residential Customers experiencing financial hardship better manage their current and future Bills;
- b) procedures relating to a payment plan for residential Customers who are responsible for paying their Bills and who are, in Hunter Water's opinion, experiencing financial hardship;
- c) conditions for disconnection of supply or water flow restriction; and
- d) provisions for self-identification, identification by community welfare organisations and identification by Hunter Water of residential Customers experiencing financial hardship.

5.4.2 Hunter Water must set out the Procedure for Payment Difficulties and Actions for Non-payment in the Customer Contract.

5.4.3 Hunter Water must provide an explanation of the Procedure for Payment Difficulties and Actions for Non-payment free of charge to:

- a) residential Customers, at least annually with their Bills;
- b) residential Customers whom Hunter Water identifies as experiencing financial hardship; and
- c) any other person who requests it.

5.4.4 Hunter Water must publish the Procedure for Payment Difficulties and Actions for Non-payment on its website for downloading free of charge.

5.5 Consultative Forum

- 5.5.1 Hunter Water must maintain and regularly consult with its Customers and Consumers through a Consultative Forum.
- 5.5.2 Hunter Water may utilise the Consultative Forum to, among other things, provide it with advice on the interests of Hunter Water's Customers and Consumers, the Customer Contract and such other key issues related to Hunter Water's planning and operations as Hunter Water may determine, consistent with the Consultative Forum Charter.
- 5.5.3 Hunter Water must:
- a) ensure that at all times the membership of the Consultative Forum is appointed and determined by Hunter Water in accordance with the Consultative Forum Charter; and
 - b) use its best endeavours to include a person representing each of the following interests as members of the Consultative Forum:
 - i) business and Consumer groups;
 - ii) organisations representing low income households;
 - iii) people living in rural and urban fringe areas;
 - iv) residential Consumers;
 - v) environmental groups;
 - vi) local government;
 - vii) older people;
 - viii) people with disabilities;
 - ix) Aboriginal people; and
 - x) people from non-English speaking backgrounds.
- 5.5.4 Hunter Water and members of the Consultative Forum must for the term of this Licence maintain a charter (**Consultative Forum Charter**) that addresses all of the following issues:
- a) the role of the Consultative Forum;
 - b) selection criteria on how members will be drawn from the community, and information on how vacancies for membership will be advertised;
 - c) the procedure for appointment of members;
 - d) the term for which members are appointed;
 - e) information on how the Consultative Forum will operate;
 - f) a description of the type of matters that will be referred to the Consultative Forum and how those matters may be referred;

5 Customers and Consumers

- g) procedures for the conduct of Consultative Forum meetings, including the appointment of a chairperson;
- h) procedures for communicating the outcome of the Consultative Forum's work to Hunter Water;
- i) procedures for tracking issues raised and ensuring appropriate follow-up of those issues; and
- j) funding and resourcing of the Consultative Forum by Hunter Water.

5.5.5 Hunter Water must provide the Consultative Forum with information in its possession or under its control necessary to enable the Consultative Forum to discharge the tasks assigned to it, other than information or documents that are confidential or privileged.

5.5.6 Hunter Water must make:

- a) a copy of the Consultative Forum Charter; and
- b) minutes from proceedings of the Consultative Forum,

available free of charge:

- c) on its website for downloading; and
- d) available at its offices for access or collection by any member of the public.

5.6 Internal Complaints Handling Procedure

5.6.1 Hunter Water must maintain a procedure for receiving, responding to and resolving Complaints, which is consistent with the *Australian Standard AS ISO 10002-2006: Customer satisfaction - Guidelines for complaints handling in organizations* (ISO 10002:2004, MOD) (**Internal Complaints Handling Procedure**).

5.6.2 Hunter Water must ensure that the Internal Complaints Handling Procedure is fully implemented and that all relevant activities are carried out in accordance with the procedure.

5.6.3 Hunter Water must provide to Customers at least annually with their Bills information concerning the Internal Complaints Handling Procedure which explains how to make a Complaint and how the Internal Complaints Handling Procedure works.

5.7 External dispute resolution scheme

5.7.1 Hunter Water must be a member of the Energy and Water Ombudsman NSW for the resolution of disputes between Hunter Water and its Customers and its Consumers.

5.7.2 Hunter Water must:

- a) prepare a pamphlet that explains the operation of the dispute resolution service provided by the Energy and Water Ombudsman NSW including any rights to have a Complaint or dispute referred to the Energy and Water Ombudsman NSW and how it can be accessed; and
- b) provide that pamphlet:
 - i) to Customers at least once a year with their Bills; and
 - ii) free of charge to the public on request.

6 Environment

4.1 Environment Management

- 6.1.1 By 30 June 2017, Hunter Water must develop a Management System which is consistent with the *Australian Standard AS/NZS ISO 14001:2004: Environmental Management Systems - Requirements with guidance for use (Environmental Management System)*.
- 6.1.2 Hunter Water must ensure that:
- a) by 30 June 2017, the Environmental Management System is certified by an appropriately qualified third party to be consistent with the *Australian Standard AS/NZS ISO 14001:2004: Environmental Management Systems - Requirements with guidance for use*; and
 - b) once the Environmental Management System is certified under clause 6.1.2(a), the certification is maintained during the remaining term of this Licence.
- 6.1.3 Hunter Water must ensure that by 30 June 2017, the Environment Management System is fully implemented and that all relevant activities are carried out in accordance with the system.
- 6.1.4 Until the Environmental Management System has been developed and certified in accordance with clauses 6.1.1 and 6.1.2, Hunter Water must:
- a) maintain programs to manage risks to the environment from carrying out its activities; and
 - b) ensure that all its activities are carried out in accordance with those programs.
- 6.1.5 Hunter Water must notify IPART of any significant changes that it proposes to make to the Environmental Management System in accordance with the Reporting Manual.

7 | Quality management

7.1 Quality Management System

- 7.1.1 By 30 June 2017, Hunter Water must develop a Management System that is consistent with the *Australian Standard AS/NZS ISO 9001:2008: Quality Management Systems – Requirements* (**Quality Management System**).
- 7.1.2 Hunter Water must ensure that:
- a) by 30 June 2017, the Quality Management System is certified by an appropriately qualified third party to be consistent with the *Australian Standard AS/NZS ISO 9001:2008: Quality Management Systems – Requirements*; and
 - b) once the Quality Management System is certified under clause 7.1.2(a), the certification is maintained during the remaining term of this Licence.
- 7.1.3 Hunter Water must ensure that by 30 June 2017, the Quality Management System is fully implemented and that all relevant activities are carried out in accordance with the system.
- 7.1.4 Hunter Water must notify IPART of any significant changes that it proposes to make to the Quality Management System in accordance with the Reporting Manual.

8 Performance monitoring

8.1 Operational Audits

8.1.1 IPART may undertake, or may appoint an Auditor to undertake, an audit on Hunter Water's compliance with:

- a) this Licence;
- b) the Reporting Manual; and
- c) any matters required by the Minister,

(Operational Audit).

8.1.2 Hunter Water must provide IPART or any Auditor with all information in or under its possession, custody or control which is necessary to conduct the Operational Audit, including whatever information is reasonably requested by IPART or an Auditor.

8.1.3 Hunter Water must provide the information requested under clause 8.1.2 within a reasonable time of it being requested.

8.1.4 For the purposes of any Operational Audit or verifying a report on a Operational Audit, Hunter Water must, within a reasonable time of being required by IPART or an Auditor, permit IPART or the Auditor to:

- a) have access to any works, premises or offices occupied by Hunter Water;
- b) carry out inspections, measurements and tests on, or in relation to, any such works, premises or offices;
- c) take on to any such premises, works or offices any person or equipment necessary for the purposes of performing the Operational Audit or verifying any report on the Operational Audit;
- d) inspect and make copies of, and take extracts from, any books and records of Hunter Water that are maintained in relation to the performance of Hunter Water's obligations under this Licence; and
- e) discuss matters relevant to the Operational Audit or any report on the Operational Audit with Hunter Water, including any of Hunter Water's officers and employees.

8.2 Reporting

- 8.2.1 Hunter Water must comply with its reporting obligations set out in the Reporting Manual, which include:
- a) reporting to IPART and NSW Health in accordance with the Reporting Manual, and
 - b) making reports and other information publicly available,

in the manner set out in the Reporting Manual.

- 8.2.2 Hunter Water must maintain sufficient record systems that enable it to report accurately in accordance with clause 8.2.1.

8.3 Provision of information

- 8.3.1 If IPART requests that Hunter Water provide information relating to the performance of its obligations under clause 8.2, Hunter Water must provide the information requested within a reasonable time of IPART's request, including providing IPART with physical and electronic access to the records required to be kept under clause 8.2.
- 8.3.2 Hunter Water must provide IPART with such information as is reasonably required to enable IPART to conduct any review or investigation of Hunter Water's obligations under this Licence.
- 8.3.3 If Hunter Water contracts out any of its activities to third parties (including a subsidiary) it must take all reasonable steps to ensure that, if required by IPART or an Auditor, any such third parties provide information and do the things specified in this clause 8 as if that third party were Hunter Water.
- 8.3.4 If IPART or an Auditor requests information under this clause 8 which is confidential, the information must be provided to IPART or the Auditor, subject to IPART or the Auditor entering into reasonable arrangements to ensure that the confidential information remains confidential.
- 8.3.5 If NSW Health requests that Hunter Water provide information relating to water quality, Hunter Water must provide the information requested in the manner and form specified by NSW Health. Hunter Water must provide the information requested within a reasonable time of NSW Health's request.

[Note: Under section 19 of the Public Health Act 2010 (NSW), the Director General of NSW Ministry of Health may require Hunter Water to produce certain information.]

8 Performance monitoring

8.4 Performance indicators

- 8.4.1 a) Hunter Water must maintain sufficient record systems to enable it to measure accurately its performance against the performance indicators specified in the Reporting Manual.
- b) In the case of any ambiguity in the interpretation or application of any performance indicators specified in the Reporting Manual, IPART's interpretation or assessment of the indicators will prevail.

9 Memorandum of Understanding

9.1 NSW Health

- 9.1.1 Hunter Water must:
- a) use its best endeavours to maintain a Memorandum of Understanding with NSW Health; and
 - b) comply with any Memorandum of Understanding maintained with NSW Health under clause 9.1.1(a).
- 9.1.2 The purpose of a Memorandum of Understanding is to form the basis for co-operative relationships between the parties to the memorandum. In particular, the purpose of the Memorandum of Understanding with NSW Health is to recognise NSW Health's role in providing advice to the NSW Government in relation to Drinking Water quality standards and the supply of water which is safe to drink.
- 9.1.3 The Memorandum of Understanding with NSW Health must include a procedure for Hunter Water to report to NSW Health any information or events in relation to any of Hunter Water's systems or Services which may have risks for public health.
- 9.1.4 Clause 9.1.1 does not limit the persons with whom Hunter Water may have a Memorandum of Understanding.

10 | End of term review

10.1 End of Term Review

- 10.1.1 It is anticipated that a review of this Licence will commence in the first quarter of 2016 to investigate:
- a) whether this Licence is fulfilling its objectives; and
 - b) any issues which have arisen during the term of this Licence, which may affect the effectiveness of this Licence,

(End of Term Review).

[Note: In the event that IPART undertakes the end of term review, IPART intends to:

- ▼ *commence the end of term review (including undertaking public consultation) in the first quarter of 2016;*
 - ▼ *report to the Minister by 30 April 2017 on:*
 - ▼ *the findings of the end of term review,*
 - ▼ *any recommendations for conditions to be included in a new Licence, and*
 - ▼ *any recommendations for amending any law that adversely impacts on this Licence; and*
 - ▼ *make the report to the Minister publicly available after the end of term review.]*
- 10.1.2 Hunter Water must provide to the person undertaking the End of Term Review such information as is reasonably required to enable the person to undertake the End of Term Review.

11 | Notices

Any notice or other communication given under this Licence must be made in writing addressed to the intended recipient at the address shown below or the last address notified by the recipient.

Hunter Water	IPART
The Managing Director	The Chief Executive Officer
Hunter Water Corporation	Independent Pricing and Regulatory Tribunal
36 Honeysuckle Drive	Level 8, 1 Market Street
Newcastle West NSW 2302	Sydney NSW 2000

12 Definitions and interpretation

12.1 Definitions

In this Licence:

Act means the *Hunter Water Act 1991* (NSW);

Area of Operations means the Area of Operations specified in section 16(1) of the Act, a description of which (as at the Commencement Date) is set out in Schedule B;

Asset Management System has the meaning given in clause 4.1.1;

Auditor means a person appointed by IPART to undertake an Operational Audit;

Australian Drinking Water Guidelines means the document titled "Australian Drinking Water Guidelines 6 2011" published by the National Health and Medical Research Council and the Natural Resource Management Ministerial Council, as updated from time to time;

Australian Guidelines for Water Recycling means the document titled "Australian Guidelines For Water Recycling: Managing Health and Environmental Risks (Phase 1 and 2)" and published by the Environment Protection and Heritage Council, the Natural Resource Management Ministerial Council and the Australian Health Ministers' Conference in November 2006, as updated from time to time;

Bill means a bill sent by Hunter Water to a Customer for the provision of the Services;

Commencement Date is the date by law on which this Licence commences;

[Note: The date on which a Licence commences is ordinarily specified in the NSW Government Gazette when the Governor grants or renews this Licence under the Act.]

Complaint means an expression of dissatisfaction made by Customers or Consumers to Hunter Water in relation to its Services or its complaints-handling process, where a response or resolution is explicitly or implicitly expected;

Consultative Forum means a meeting that facilitates and provides an opportunity for community involvement in issues relevant to the performance of Hunter Water's obligations under this Licence;

Consultative Forum Charter has the meaning given in clause 5.5.4;

Consumer means any person who consumes or uses the Services and includes, but is not limited to, a tenant or occupier of a Property;

Controlled Wastewater Overflow is an overflow of Wastewater that is directed by Hunter Water via a designed structure to a predetermined location, such as a stormwater system or waterway, in order to prevent overloaded or blocked sewers from discharging at sensitive locations, on private Property or within buildings;

Customer means any person who is taken to have entered into a Customer Contract under section 36 of the Act, or to have entered into a contract on terms relating to the imposition of charges under section 43 of the Act;

Customer Contract means the terms and conditions of a contract which is contained in Schedule C;

Drinking Water means water intended primarily for human consumption but which has other personal, domestic or household uses such as bathing and showering;

Drinking Water Network means the infrastructure owned by Hunter Water used to deliver Drinking Water to Hunter Water's Customers and Consumers.

Drinking Water Quality Framework means the Framework for the management of Drinking Water Quality, which is detailed in the Australian Drinking Water Guidelines;

Drinking Water Quality Management System has the meaning given in clause 2.1.1;

Economic Level of Leakage is the level of leakage at which it would cost more to reduce the leakage than to produce the water from another source;

Energy and Water Ombudsman NSW means the NSW industry complaints scheme for the water industry of that name and any successor to that scheme;

Environmental Management System has the meaning given in clause 6.1.1;

Hunter Water means the Hunter Water Corporation constituted as a corporation by the Act;

Internal Complaints Handling Procedure has the meaning given in clause 5.6.1;

IPART means the Independent Pricing and Regulatory Tribunal of New South Wales constituted by the IPART Act;

12 Definitions and interpretation

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

Licence means this operating Licence granted under section 12 of the Act to Hunter Water or any renewal of it, as in force for the time being;

Lower Hunter Water Plan means the plan being developed by the NSW Government to ensure a sustainable and secure water supply for the lower Hunter region;

Management System means a set of interrelated elements or components used by Hunter Water to develop and implement its policies and to manage any of its activities, products or Services, and includes organisational structure, planning activities, responsibilities, practices, procedures, processes and resources;

Memorandum of Understanding means the memorandum of understanding referred to in clause 9;

Metropolitan Water Directorate means the Metropolitan Water Directorate of the NSW Department of Finance and Services;

Minister means the Minister responsible for the Act, which at the date of this Licence is the Minister for Finance and Services;

Multiple Occupancy Property means any land or title on which there is more than one Property;

NSW Health means the Hunter New England Local Health District (as defined by the NSW Ministry of Health) and the Water Unit of the NSW Ministry of Health;

Operational Audit has the meaning given in clause 8.1.1;

Planned Water Interruption means an event which:

- a) commences when the supply of Drinking Water at the first cold water tap of a Property is interrupted following receipt by the Customer or Consumer of a prior water interruption notice from Hunter Water; and
- b) ceases when a normal supply of Drinking Water is restored to the Property referred to in paragraph (a);

Procedure for Payment Difficulties and Actions for Non-payment has the meaning given in clause 5.4.1;

Property means:

- a) an individual dwelling or individual premises used for any purpose;
- b) land, whether built on or not Property which is owned by a person (whether jointly or individually), excluding Public Property; or
- c) a lot in a strata plan that is registered under the *Strata Schemes (Freehold Development) Act 1973* (NSW) or the *Strata Schemes (Leasehold Development) Act 1986* (NSW),

which is:

- d) connected to, or for which a connection is available to, the Water Supply System or the Sewerage System, or
- e) within an area of land declared by an order of the Governor to be a drainage area for the purpose of section 46 of the Act;

[Note: For the purposes of the Water Pressure Standard, Water Continuity Standard and Wastewater Overflow Standard, a Multiple Occupancy Property may be considered a Property.]

Public Property means real Property vested in or under the control of a Minister of the Crown or public authority, and excludes any part of that Property which is leased, licensed or used for private purposes;

Quality Management System has the meaning given in clause 7.1.1;

Recycled Water means water that has been treated to a standard suitable for its intended end use such as industrial, commercial and/or household applications but is not intended for use as Drinking Water;

Recycled Water Quality Framework means the Framework for the management of Recycled Water Quality, which is detailed in the Australian Guidelines for Water Recycling;

Recycled Water Quality Management System has the meaning given in clause 2.2.1;

Reporting Manual means the document titled "Hunter Water Corporation Reporting Manual" dated July 2012, which is prepared by IPART and is available on IPART's website at www.ipart.nsw.gov.au, as updated from time to time;

Roles and Responsibilities Protocol means the Roles and Responsibilities Protocol referred to in clause 3.3.1;

Services means the supply of water, provision of sewerage and drainage services, and disposal of Wastewater by Hunter Water;

Sewerage System means the sewer mains, pipes, treatment plants and other equipment provided, constructed, managed, operated and maintained by Hunter Water to provide sewerage services under this Licence including the collection, transportation, treatment and disposal of sewage;

System Quality and Performance Standards means the quality and performance standards specified in clauses 3 and 4 in relation to water quantity, water pressure, water continuity and Wastewater overflows;

Uncontrolled Wastewater Overflow means is an overflow of Wastewater that is not a Controlled Wastewater Overflow and will be taken to have commenced on the earlier of the following:

12 Definitions and interpretation

- a) when a person notifies Hunter Water that a Property has experienced a Wastewater overflow which Hunter Water confirms is an Uncontrolled Wastewater Overflow; and
- b) when Hunter Water's systems identify that a Property has experienced an Uncontrolled Wastewater Overflow;

Unplanned Water Interruption means an event which:

- a) commences when the supply of Drinking Water at the first cold water tap of a Property is interrupted without the Customer or Consumer having received prior notice of that interruption from Hunter Water; and
- b) ceases when a normal supply of Drinking Water is restored to the Property referred to in paragraph (a);

Wastewater means any discarded water of any origin, whether clean or contaminated, that is discharged into the Sewerage System;

Wastewater Overflow Standard has the meaning given in clause 4.2.4;

Water Conservation Target has the meaning given in clause 3.1.1;

Water Continuity Standard has the meaning given in clause 4.2.3;

Water Pressure Failure means a situation in which a Property experiences water pressure of less than 20 metres head for a continuous period of 30 minutes or more measured at the point of connection of the Property to the Water Supply System (usually at the point of connection known as the 'main tap'), but does not include a situation in which the Property experiences low water pressure on a day when peak day demand exceeds 370 megalitres per day;

Water Pressure Standard has the meaning given in clause 4.2.2; and

Water Supply System means the storages, water mains, pipes, treatment plants and other equipment provided, constructed, managed, operated and maintained by Hunter Water to supply water under this Licence, including the storage, treatment transfer and delivery of water;

12.2 Interpretation

- a) In this Licence, unless the contrary intention appears:
 - i) "person" includes an individual, a body corporate, an unincorporated body or other entity and one or more of each of them;
 - ii) headings are for convenience only and do not affect the interpretation of this Licence;
 - iii) notes do not form part of this Licence but may be used to assist with interpretation if there is an ambiguity;
 - iv) words importing the singular include the plural and vice versa;

- v) a reference to a law or legislation (including the Act) includes regulations made under the law or legislation;
 - vi) a reference to regulations includes ordinances, codes, Licences, orders, permits and directions;
 - vii) a reference to a law or regulation includes consolidations, amendments, variations, re-enactments, or replacements of any of them;
 - viii) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
 - ix) a reference to a year means a calendar year that ends on 31 December;
 - x) a reference to a financial year means a period of 12 months commencing on 1 July and ending on the following 30 June;
 - xi) a reference to a clause or schedule is to a clause of or schedule to this Licence; and
 - xii) a reference to a quarter is a period of three months beginning on 1 July, 1 October, 1 January or 1 April in a year.
- b) If any part of this Licence is prohibited, void, voidable, illegal or unenforceable, then that part is severed from this Licence but without affecting the continued operation of the remainder of this Licence.
 - c) A reference in this Licence to any organisation, association, society, group or body will, in the event of it ceasing to exist or being reconstituted, renamed or replaced or if its powers or functions are transferred to any other entity, body or group, refer respectively to any such entity, body or group, established or constituted in lieu thereof or succeeding to similar powers and functions.
 - d) A reference in this Licence to a document (original document) is a reference to the original document as amended or revised or, where the original document is replaced, to the replacing document, or the document that most closely approximates the original document.
 - e) Information provided to IPART under this Licence may be used by IPART for the purpose of an investigation or report under the IPART Act in relation to Hunter Water, or in the discharge of any function lawfully conferred on IPART.



Schedules

A | Background notes

Purpose of this Licence

This Licence is granted to enable and require Hunter Water to exercise its functions under the Act.

Hunter Water's obligations

Hunter Water must comply with this Licence and all applicable laws. Hunter Water has functions and obligations under a number of laws including, but not limited to:

- ▼ *Hunter Water Act 1991 (NSW);*
- ▼ *State Owned Corporations Act 1989 (NSW);*
- ▼ *Protection of the Environment Operations Act 1997 (NSW);*
- ▼ *Public Health Act 2010 (NSW);*
- ▼ *Fluoridation of Public Water Supplies Act 1957 (NSW);*
- ▼ *Water Industry Competition Act 2006 (NSW);*
- ▼ *Water Act 1912 (NSW);*
- ▼ *Water Management Act 2000 (NSW);*
- ▼ *Environmental Planning and Assessment Act 1979 (NSW);*
- ▼ *Independent Pricing and Regulatory Tribunal Act 1992 (NSW);* and
- ▼ *Dams Safety Act 1978 (NSW).*

Lower Hunter Water Plan

The Licence does not include any conditions on maintaining the security of supply of Drinking Water within Hunter Water's Area of Operations. This is because the planning process to secure water for the lower Hunter, through the Lower Hunter Water Plan, is currently underway.

The Metropolitan Water Directorate is leading the development of the Lower Hunter Water Plan in close consultation with Hunter Water, other government agencies and the lower Hunter community.

A Background notes

The Lower Hunter Water Plan is expected to be completed by the summer of 2013-14. At this time, we envisage the Minister will amend this Licence to place obligations on Hunter Water with respect to the implementation of the Lower Hunter Water Plan.

In the short term, Hunter Water is addressing water security by continuing its focus on recycling and water conservation initiatives including residential and business water efficiency and loss minimisation.

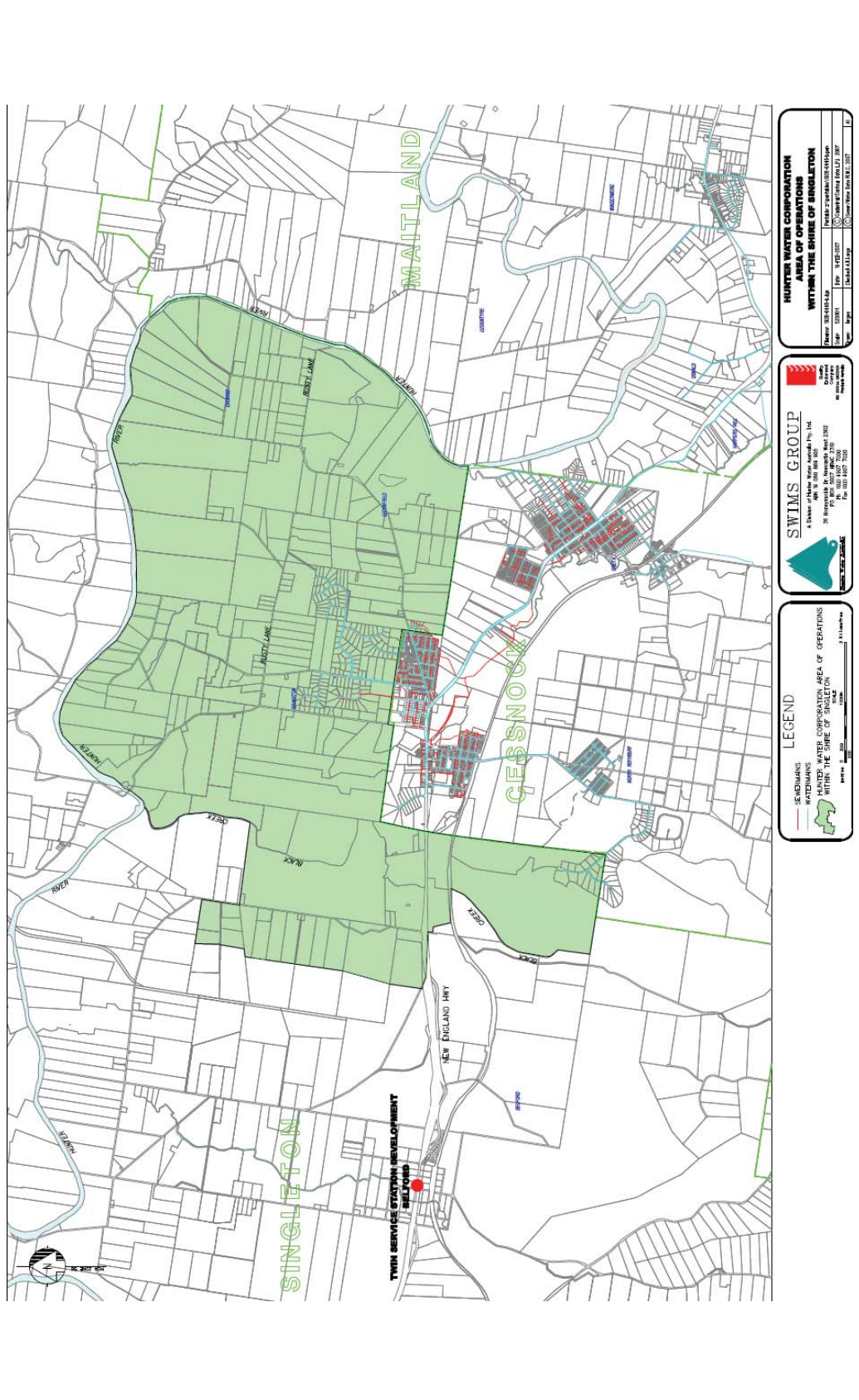
B Area of Operations

For the purposes of section 16(1) of the Act, the Area of Operations (as at the Commencement Date) can be described as follows:

- a) those parts of the Shire of Singleton shown in the map in figure B1; and
- b) the following areas of land in or on which works owned by Hunter Water are installed or that is connected with a water main or sewer main owned by Hunter Water at the Commencement Date:
 - i) the islands in that part of the Hunter River between the confluence with the Williams River and the entrance of the Hunter River (including Newcastle Harbour);
 - ii) any land upon the waters of that part of the Hunter River between its confluence with the Williams River and the entrance of the Hunter River (including Newcastle Harbour) upon which there is erected any wharf, pier, jetty, building or other structure;
 - iii) the Cities of Newcastle, Maitland, Cessnock and Lake Macquarie;
 - iv) the Shire of Port Stephens; and
 - v) the local government area of Dungog.

B Area of Operations

Figure B.1 Area of Operations - Singleton



C | Customer Contract



Hunter Water Customer Contract

Foreword

Hunter Water provides drinking water, wastewater services and some stormwater services to over half a million people in the lower Hunter region.

For Hunter Water, providing excellent service is as important as our other key objectives of protecting the environment, protecting public health and operating as a successful business.

This Customer Contract outlines your rights and obligations as a user of Hunter Water services and sets out the minimum standards of customer service that you can expect.

For more information about Hunter Water and the services we provide visit www.hunterwater.com.au or call us on 1300 657 657.

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1 Introduction**1.1 Words used in this contract**

Some of the words used in this contract have a special meaning. The meanings are set out in the Definitions in clause 15 at the end of this contract.

1.2 Understanding the contract

There are a number of provisions in clause 15 at the end of this contract that may assist you in interpreting the contract.

2 What is a Customer Contract and who is covered by it?

2.1 What is a Customer Contract?

This contract is between us, Hunter Water and you, the customer.

This contract provides the terms under which we provide, where available, water supply, recycled water supply, wastewater, trade wastewater and stormwater drainage services to you. The contract also sets out rights and obligations including your rights in any dispute with us.

This contract is a legally enforceable document and is a requirement of the Act. It forms Schedule 2 of Hunter Water's Operating Licence.

This contract is summarised in a separate document called the Customer Contract Summary. Copies of this pamphlet are available on our website or by contacting us on 1300 657 657.

2.2 Who is covered by this contract?

You are our customer and you are covered by relevant clauses of this contract if:

- a) You are the owner of property within our area of operations that is connected to a water main or wastewater system owned by us, and that connection has been authorised or approved by us or where it is subject to a separate agreement; and/or
- b) You receive water and/or wastewater services from us; and/or
- c) You are the owner of property within a Hunter Water recycled water area and receive recycled water from us; and/or
- d) You are the owner of property that is within a declared stormwater drainage area; and/or
- e) you are liable to pay us an environmental improvement charge and we have not exempted you from that charge.

2.3 Other agreements with us

If you have a separate agreement with us (for example a non-standard water or wastewater agreement, a trade waste agreement or permit, recycled water agreement or stormwater harvesting agreement), the terms of this contract will apply unless they directly contradict the terms outlined in the separate agreement.

We may enter a separate agreement with you for the provision of different levels of service where possible. Before entering a separate agreement with you, we will provide you with an estimate of the costs to supply you with the service requested and advise you if the service that we have agreed to provide is below the standards set out in this contract.

2.4 When does this Customer Contract commence?

This contract commences on the later of 1 July 2011 or on the date when water supply and/or wastewater services are connected to your premises or the account is transferred to you or you are transferred to Hunter Water from a supplier licensed under the Water Industry Competition Act 2006, whichever is sooner. You do not need to sign this contract for it to be valid.

On its commencement this contract replaces any previous Customer Contract between you and us unless the other separate agreements listed in clause 2.3 are in place.

Any rights and liabilities that have accrued under any previous contract with us are not affected by the commencement of this contract.

3 What services does Hunter Water provide?

3.1 Water supply services

3.1.1 Supply of drinking water

We will supply you with drinking water to meet your reasonable needs except:

- in the case of planned or unplanned interruptions, under clauses 3.4.1 and 3.4.2;
- in the case of drought or major operational difficulty under clause 3.4.3;
- where we are entitled to restrict or discontinue supply under clause 6; or
- in the case of events beyond our reasonable control.

If you experience unplanned interruptions at your property due to the failure of our water supply system, we will ensure that any rebates due under clause 7.2 are paid.

If you are heavily dependent on a continuous supply of water it may be in your interests to consider contingency arrangements in the event of an interruption to the water supply. Any such arrangements would be at your cost.

3.1.2 Drinking water quality

The drinking water we supply will comply with the health, taste and odour related guidelines provided in the Australian Drinking Water Guidelines 2004 as specified by NSW Health and any other taste and odour related guidelines, as required by the Operating Licence.

3.1.3 Drinking water pressure

We will use our best endeavours to ensure that the drinking water we supply to your property is at a minimum pressure of 20 metres of head at the point of connection to our main, as required by our Operating Licence.

If you report a water pressure problem due to the failure of our water supply system and we confirm the event, we will ensure that any rebates due under clause 7.2 are paid.

3.1.4 Supply of recycled water

We may supply you with recycled water if your property is within a Hunter Water recycled water area or you have entered a separate agreement with us.

We will supply these customers with recycled water to meet their reasonable needs except:

- in the case of planned or unplanned interruptions, under clauses 3.4.1 and 3.4.2;
- in the case of major operational difficulty under clause 3.4.3.2;
- where we are entitled to restrict or discontinue supply under clause 6; or
- in the case of events beyond our reasonable control.

If you are supplied with recycled water, we will give you information on the standard requirements for its safe use at the time we commence supply to you. We are not responsible for your use of recycled water contrary to the information we provide.

Within Hunter Water recycled water areas, the recycled water system and the recycled water we supply to you as customer will comply with the Australian Guidelines for Water Recycling 2006 (Phase 1 Managing Health & Environmental Risks) National Water Quality Management Strategy or as approved by NSW Health.

Outside recycled water areas, the quality of recycled water that we supply to you will be specified in an agreement with you.

3.1.5 Health or special needs

If you require a water supply to operate a life support machine or for other special health needs you must notify us. We will include you on our list of critical customers and ensure all practical steps are taken to provide a water supply to meet your reasonable health needs. However, disruptions to your water supply may not always be preventable, so you should be ready to make alternative arrangements if necessary.

Listed people will receive advance notification of any planned interruption to the water supply service under clause 3.4.2. In addition, we will contact you as soon as possible in the event of any unplanned interruption.

If you require a water supply to operate a life support machine or for other special health needs, you may also be eligible for a free water allowance of up to 250kL per annum.

3.2 Wastewater services

3.2.1 Supply of wastewater service

If your property is connected to our wastewater system, we will supply you with wastewater services to meet your reasonable needs for the discharge of residential sewage except:

- where we are entitled to discontinue supply under clause 6; or
- in the case of planned interruptions and unplanned interruptions, under clauses 3.4.1 and 3.4.2;
- in the case of events beyond our reasonable control.

3.2.2 Wastewater overflow

We will make every reasonable effort to minimise the incidence of wastewater overflows on your property due to a failure of our wastewater system.

If there is a wastewater overflow on your property due to the failure of our wastewater system, we will:

- Respond promptly;
- Minimise inconvenience and damage to you by ensuring the overflow is contained as soon as possible;
- Clean up the affected area as quickly as possible at our cost and in such a manner to minimise the risk to human health; and
- Issue any rebates due to you under clause 7.2 and/or forms of redress under clause 7.3.

3.2.3 Blockage of your wastewater system

If a blockage occurs and you suspect that it is a blockage in our system, you should notify us.

If the blockage occurs in our wastewater system we will clear the blockage at our cost. However, you may be liable to pay to the extent you have contributed to the blockage.

If the blockage occurs in your wastewater system, you are responsible for arranging the blockage to be cleared by a licensed plumber at your cost.

3.2.4 Trade wastewater

You may discharge trade wastewater into our wastewater system only if you have obtained our prior written permission and entered into an agreement with us.

We will give you our prior written permission and enter into an agreement with you only if we are able to accept, transport and process trade wastewater that you discharge in full compliance with applicable safety and environmental laws, the Operating Licence and the Act.

You can contact us to obtain further information on the guidelines and standards for obtaining a trade wastewater agreement.

3.2.5 Wastewater mining and stormwater harvesting

You may extract wastewater from our wastewater system or stormwater from our stormwater system only if you have obtained our prior written permission and entered into an agreement with us. You may also require approval from other authorities.

You may contact us on 1300 657 657 for further information.

3.3 Stormwater drainage services

We provide a service to all properties within declared Hunter Water stormwater drainage areas for the transport of stormwater through the trunk stormwater drainage systems under our control.

If your property is within a declared stormwater drainage area we will charge you the charges for this service set by the Independent Pricing and Regulatory Tribunal of NSW (IPART).

Maps are available from us for inspection to assist in determining whether your land is within a declared stormwater drainage area.

3.4 Factors affecting service

3.4.1 Unplanned interruptions

If there is an unplanned interruption to your water supply service or wastewater service, we will use our reasonable endeavours to minimise the inconvenience to you by:

- restoring the service as quickly as possible;

- providing as much information as practicable on a 24 hour emergency telephone service on 1300 657 000. This telephone service will advise you how long the interruption is likely to last, based on the best information available at the time;
- providing access to emergency supplies of water and/or toilet facilities where reasonably practicable and necessary having regard to the particular circumstances. Where emergency supplies of water and/or toilet facilities are available, you can obtain information on how to obtain them from the 24 hour emergency telephone service.

3.4.2 Planned interruptions

We may need to arrange planned interruptions to your water supply services and wastewater services to allow for planned or regular maintenance of our wastewater system or water system.

We will inform you in writing, of the expected time and duration of any planned interruption, at least two days in advance if you are a residential customer, and seven days in advance if you are a non-residential customer unless you agree to another period.

We will use our best endeavours to reinstate your water or wastewater service within five hours in one continuous period.

3.4.3 Water restrictions

3.4.3.1 Drought

In accordance with the Operating Licence, with the Minister's approval, we may place restrictions on the use of water we supply to you during or on the approach of a drought. You must comply with our supply conditions during this time.

We will publish, in major newspapers throughout our area of operation and on our website, our drought supply conditions. These may include:

- restrictions on the use of water, including the purpose for which water may be used; and
- a variation of charges consistent with the Act and Operating Licence; and
- other conditions that we consider appropriate, including the purposes for which water can be used, the times when water can be used, the quantities of water that can be used, and the means or methods of use of water.

We will also make every reasonable effort to notify you in your next account of drought supply conditions, where applicable.

3.4.3.2 Major operational difficulty

In accordance with the Operating Licence, with the Minister's approval, we may need to shut down a water supply source in the event that a major operational difficulty occurs. If customer demands for water are high at the time of such an event, we may interrupt the supply or place restrictions on the use of our water supply services to you until such time as the operational difficulty is over.

Where practicable, we will publish, in major newspapers throughout our area of operations and on our website, our supply/use conditions under these circumstances. These may include:

- restrictions on the use of water, including the purpose for which water may be used, and
- other conditions that we consider appropriate, including the purposes for which water can be used, the times when water can be used, the quantities of water that can be used, and the means or methods of use of water

4 What you pay

4.1 Responsibility to pay the account

If you are the account holder, you are responsible for the account and must pay us the amount of your account by the date specified, unless you have made other payment arrangements with us.

4.2 Publication of charges

We will publish, and provide you up to date information on our charging policies, current charges and concessions. This information will be provided to you on request free of charge and, if requested, in languages other than English.

4.3 Concessions

If you hold one of the recognised pensioner concession cards and are the account holder, you may be eligible for a government funded pension concession.

You must apply to us for the concession. To obtain information about your eligibility for a concession on your water account, please contact us on 1300 657 657 to lodge an application.

If you are eligible for a concession, we will ensure that it is applied to the full billing cycle in which it was requested.

Please advise us on 1300 657 657 if your eligibility for a recognised concession card changes.

From time to time, we may confirm your eligibility for concessions with relevant Australian and New South Wales government agencies administering concession eligibility. At all times your privacy will be protected and any confirmation of eligibility will be carried out in accordance with the requirements of the Privacy and Personal Information Act 1998.

4.4 Your account

4.4.1 When will your account be sent

We will issue you an account for the services that we provide. Residential account holders will be sent an account every four months. If we intend to change the billing frequency, we will give you at least four months notice.

Non-residential customers with high water usage and/or wastewater disposal may be sent an account on a monthly basis.

We will provide you the owner with a printed statement of all outstanding amounts for the previous 12 months at any time on request, free of charge.

4.4.2 What information is on your account

We will ensure that your account contains details of:

- the account period to which it applies;
- the most recent meter reading;
- the total amount due;
- the usage and service fees;
- other fees and charges payable;
- the date payment is due;
- your postal address and account number;
- the address of the property at which the charges in the account have been incurred;
- options for the method of payment;
- a comparison of your water usage, where available;
- contact telephone numbers for account enquiries and emergency services;
- how to get information on payment assistance options;
- information in community languages about the availability of interpreter services and the phone number for these services.

4.4.3 How accounts are sent

We will send your account to the postal address you nominate.

If you do not nominate a postal address, the account will be sent to:

- the property to which the services are available or provided; or
- your last known postal address.

Your account will be considered delivered to you if it is sent to one of these addresses. Please advise us if you move or your postal address changes.

We may offer other methods of providing you with your account (such as e-billing) during the term of this contract and your account will be considered delivered to you if it sent by one of these methods.

4.4.4 How payment can be made

We will provide a range of payment options including by internet, direct debit, phone, mail or in person at an agency representing Hunter Water.

We may offer additional payment methods during the term of this contract. Current payment methods are shown on your latest account and can be found on our website at www.hunterwater.com.au or obtained by contacting us on 1300 657 657.

4.4.5 Overdue account balances

We may charge you interest on overdue account balances at the rate applicable on the first business day of the preceding July under the Civil Procedure Act 2005 (NSW) or other applicable fees. The interest will accrue on a daily basis commencing on the due date until you have paid the amount that is overdue.

We will also charge account holders costs and fees that we incur in recovering (or attempting to recover) an overdue amount.

4.5 Undercharging

If your account is less than what you are required to pay us (that is, we have undercharged you) as a result of our error, we may adjust your next account to include and charge to you the amount (or amounts) by which you were previously undercharged.

If the undercharging is due to you providing false information or there has been an unauthorised connection or you have breached this contract or Act you must pay the correct amount on request.

4.6 Overcharging

If your account is greater than what you are required to pay us (that is, we have overcharged you) due to our error, we will apply a credit to your next account after we become aware of the error.

4.7 Account disputes

If you do not consider that the charges on your account are correct, you must contact us on 1300 657 657. In some cases, we may require you to provide evidence to support your claim.

If there is an unresolved dispute concerning an amount of money to be paid by you, we will not seek from you the amount that is in dispute until the dispute has been resolved in our favour. (Refer to section 12.3 for when a dispute is considered resolved.)

You are obliged to pay the undisputed amount by the due date shown on your account.

4.8 How prices are determined

4.8.1 Notification of price variations

We will set and vary charges from time to time, but only in accordance with our Operating Licence, the Act and the maximum prices and methodologies determined by IPART.

We will publish any variations to our charges and provide details with your account. The variation will commence on:

- the first day of the next billing cycle; or
- any other date we nominate after we have published the change; or
- a commencement date determined by IPART.

When the date for commencement of a variation occurs part way through your billing period we will apply the variation of charges on a daily "pro-rata" basis.

4.8.2 Wastewater usage charge

The wastewater usage charge applies to non-residential customers only. We will determine a wastewater discharge factor that is used to calculate wastewater service and usage charges.

At your request, we may adjust the determined wastewater discharge factor for your property if you provide verifiable evidence that the wastewater discharge from your property differs from the wastewater discharge factor we have determined.

Where significant wastewater discharge volumes from your property originate from sources other than metered water supply or metered recycled water supply (for example, from rainwater or other on-site sources, tankered water or effluent etc), we may apply an additional discharge factor or require the wastewater discharge to be metered by a meter approved by us. The supply and installation of the approved wastewater meter will be at your cost

Where a discharge factor is varied, the revised charge will apply from the beginning of the next billing period. We will notify you of any change to your discharge factor.

4.9 Other costs and charges

4.9.1 Dishonoured or declined payments

If payment of your account is dishonoured or declined, we will charge you the relevant administrative fee set by IPART.

4.9.2 Costs for installing and connecting services

You must pay the installation costs of a connection and the construction of any necessary works from your property to our water system, wastewater system, and/or stormwater system.

Connection to our water system, wastewater system and/or stormwater system must be approved by us and comply with the conditions we set to ensure the safe and reliable supply of services. The connection must be undertaken by a licensed plumber and in accordance with relevant plumbing codes, regulations and standards and our published connection requirements.

4.9.3 Charges for other matters

We may charge you a fee for any other services you request from us. You should contact us for further details of any ancillary service charges.

We may also charge you other fees, charges and amounts where we are entitled to do so under the Act.

5 What can I do if I am unable to pay my account?

5.1 Payment difficulties and account relief

If you are experiencing financial hardship you should contact us and we will provide you with information about schemes available to assist you. All reasonable effort will be taken by us to provide assistance to you.

If you are experiencing financial hardship, you have a right to:

- Be treated sensitively on a case by case basis, by us
- Receive information from us on alternative payment arrangements
- A deferral of payment for a short period of time
- Negotiate an amount you can afford to pay us on an agreed instalment plan. If you are a non-residential customer these arrangements will be based on reasonable commercial considerations and market conditions
- Access to a language interpreter, if required, at no cost to you

Additionally, if you are a residential customer experiencing financial hardship, you will be offered programs that may assist you including:

- Information from us about an accredited welfare agency for payment assistance, such as payment assistance scheme vouchers
- Information on appropriate government concessions
- Access to a 'flexipay' card that allows payment of smaller, regular amounts, which may fit better with your income cycle. This payment option will be available from 1 July 2012
- Other programs which may assist you, such as no interest loan schemes and water conservation programs.

If you enter into a payment plan arrangement with us, we will:

- Enable you to make payments by instalments
- Inform you of the period of the payment plan and the amount and frequency of each instalment
- Provide for instalments to be calculated having regard for your consumption needs, your capacity to pay and the amount of any arrears you are required to pay
- Provide you with procedures that are fair and reasonable for dealing with financial difficulty.

If you are experiencing financial hardship and have entered into or are in the process of negotiating a payment arrangement with us and honour that arrangement, we will:

- Not take any action to recover the debt and/or enforce the disconnection or restriction of the supply of water to your property
- Waive interest on the overdue amount for the period of the arrangement

6 Restriction or disconnection of water and wastewater services

6.1 Restriction or disconnection of supply for non-payment

Please refer to clause 5.1 if you are unable to pay your account. We will make all reasonable efforts to help you pay your water account. However if you have not paid the account by the due date and have not made alternative payment arrangement with us, we may engage a debt recovery agency, take legal action or restrict or disconnect your water supply in order to recover the debt.

You will face additional costs if we proceed to engage a debt recovery agency, take legal action or disconnect or restrict your water supply.

Our Code of Practice and Procedure on Debt and Disconnection is available on our website at www.hunterwater.com.au, by contacting us on 1300 657 657.

6.2 Notice of restriction or disconnection of supply of water

If you fail to pay your account by the due date and your recent payment history is good (payment commitments have been consistently honoured and no additional debt recovery action had commenced on your account in the previous 12 months), we will send you a reminder notice.

The reminder notice will:

- state that payment is due within seven days of issue;
- advise you to contact us if you are having difficulty making payment;
- provide you with alternative payment options available; and
- advise you of your right to raise your concerns with the Energy and Water Ombudsman NSW if you are not satisfied with a decision made by us.

If you fail to comply with the reminder notice or your recent payment history is poor, we will issue a final notice advising you that:

- your account is significantly overdue
- you must pay the account immediately otherwise we may engage a debt recovery agency, take legal action or restrict or disconnect the supply of water to your property in order to recover the amount outstanding
- you may incur additional costs relating to us engaging a debt recovery agency, taking legal action and/or disconnecting or restricting the supply in order to recover the amount outstanding
- the supply of water to your property may be restricted or disconnected without further notice
- you have the right to raise your concerns with the Energy and Water Ombudsman NSW if you are not satisfied with a decision made by us
- you should contact us if you are having difficulty making payment and we will provide you with an explanation of alternative payment options including payment arrangements.

We may restrict or disconnect the supply of water to you if:

- at least seven days have elapsed since we issued the final notice
- attempts have been made by us or our debt recovery agency to make further contact with you about the non-payment by means of either a telephone call, mail or visit
- you have agreed to alternate payment arrangements, but have failed to make the agreed payments.

We will advise you of when the restriction or disconnection will take place.

The notices referred to in this clause will be sent to you in the same manner in which accounts are sent to you under clause 4.4.3. If we intend to restrict or disconnect a known tenanted property notice will be sent to the property address as well as the postal address for the account before we restrict or disconnect supply.

If you receive an account for a new billing period that contains an overdue amount from a previous billing period, we may disconnect or restrict supply on the arrears after issuing you with the appropriate notices relating to the overdue amount as described in this section.

Information on our practices and procedures relating to customer hardship, debt, water flow restriction and disconnection are outlined in our Code of Practice and Procedure on Debt and Disconnection, which will be sent to you annually and is also available on our website.

6.3 Restriction or disconnection for other reasons

We may also restrict or disconnect the supply of services to your property in the following circumstances:

- if your water system or your wastewater system has not been authorised or does not comply with applicable codes, regulations and standards or our connection requirements;
- you fail to rectify a defective water or wastewater system as if requested by us in accordance with clause 8.5 of this contract;
- you breach this contract, the Act or other agreement with us, concerning the use or taking of water or the discharge of wastewater or stormwater or access onto your property;
- you discharge trade wastewater into our wastewater system without a trade waste agreement with us or do not comply with the conditions of the trade waste agreement;
- if a serious health, environmental or operational risk is posed by the discharge of chemicals or other substances into our wastewater system;
- if a serious health or environmental risk is posed by backflow of any substance from your water supply system into our water supply system;
- if you have not correctly installed and maintained a backflow prevention device prior to being connected to our water system or have failed to provide a test report by the due date;
- you use your recycled water in a manner inconsistent with its intended purpose or in a manner contrary to the information we provide about the safe use of recycled water;
- where we are entitled or required to restrict or to discontinue supply by direction of the Minister or under an applicable law.

6.4 Restriction and debt recovery or legal action

We will not restrict your water supply or commence debt recovery or legal action:

- without explaining alternative payment options
- if there is an unresolved dispute as to the amount owing (for when a dispute is deemed to be resolved for this purpose please see clause 12.3)
- if you are in proven financial hardship
- if you have entered into a payment arrangement with us and are complying with the agreed terms
- you have notified us that you have sought assistance from a welfare agency and that assistance is imminent.

We will not restrict your water supply:

- if you need water for a life support machine or other special needs
- on a Friday, weekend or on a public holiday or the day before or after 2 pm on a weekday
- without giving appropriate notice in accordance with clause 6.2 and 6.3 of our intention to restrict your water supply
- Without advising the occupier that in some circumstances the Act permits a tenant to pay outstanding charges and deduct them from rents otherwise payable
- Without providing the occupier reasonable opportunity to pay the account
- If a related complaint is being considered for resolution by Hunter Water or EWON or by legal proceedings.

6.5 Minimum flow rate during restriction

If we restrict the supply of water to you, we will provide a reasonable flow for health and hygiene purposes. If you believe that the restriction will cause a health hazard you should contact us.

6.6 Disconnection by a customer

You may disconnect your property from our water system or wastewater system provided that:

- you have complied with all applicable health, environmental and local council regulatory requirements;
- you have given us all information we may reasonably require;
- you or your contractor have given us two business days notice of the disconnection from either system, paid the relevant fees, booked an inspection of the work and returned any of our property to us (i.e. the water meter); and
- the disconnection is undertaken by a licensed plumber or drainer and conducted in accordance with plumbing, drainage or other regulations or standards that apply.

We will continue to charge you a water and/or wastewater service availability charge, even if you are not using the service, until the disconnection(s) from supply have been confirmed and/or any of our property is returned to us.

6.7 Restoration of services after restriction or disconnection

When the reason for the disconnection or restriction of water and/or wastewater services no longer exists or if there is mutual agreement to restore supply, we will restore:

- your water supply on the same day, if you pay or we agree to other arrangements before 2pm on any business day;
- your water supply on the next business day if you pay or we agree to other arrangements after 2pm;
- your wastewater service within 24 hours if you pay or we agree to other arrangements.

You will be required to pay a reconnection fee for the water supply and/or wastewater services to be restored to your property. When the conditions for restoration are met after 2 pm, we may restore water supply on the same day but you will be required to pay an after-hours reconnection fee. The standard and the after-hours reconnection fees will be in accordance with those set by IPART.

7 Redress

7.1 Notification

If you notify us of a failure by us to comply with this contract or our activities result in inconvenience, damage or loss to you or your property we will investigate the matter and promptly advise you of:

- your right to a rebate under clause 7.2;
- redress options available under clause 7.3;
- how we may rectify your problem; and
- how to seek compensation from us under clause 7.4.

7.2 Rebates

We will provide a rebate to you, for an occurrence of the following:

Unplanned service interruptions

When you experience an unplanned water service interruption for over five hours between 5:00am and 11:00pm due to a failure of our water system, you are entitled to an automatic rebate of 15 kilolitres to be applied to the water usage component of your next bill. You will receive this rebate for the first and second event that you experience in a financial year.

Where you experience three or more unplanned water interruptions between 5:00am and 11:00pm in a financial year, each exceeding one hour in duration, due to a failure of our water system, you are entitled to an automatic rebate of 15 kilolitres to be applied to the water usage component of your next bill.

If you experience one or more unplanned interruptions according to the above conditions between 11:00pm and 5:00am and provide details of the inconvenience this caused, you will be eligible for the above rebate. We encourage you to contact us on 1300 657 000 to claim this rebate.

Planned service interruptions

Where you experience three or more planned water interruptions in a financial year, each exceeding five hours in duration, you are entitled to an automatic rebate of 15 kilolitres to be applied to the water usage component of your next bill.

Low water pressure

Where your water pressure is below 15 metres head at the point of connection to our water system for more than 30 minutes on more than five occasions in a financial year due to a failure of our water supply system, you have reported the problem by calling 1300 657 000, and we have confirmed each event, all properties known to be affected are entitled to a rebate of 15 kilolitres to be applied to the water usage component of your next bill.

Wastewater overflows

If you report and we confirm a one-off dry-weather wastewater overflow on your property due to a failure of our wastewater system (not including shaft breaks), you are entitled to an automatic rebate of 30 kilolitres to be applied to the water usage component of your next bill.

If you experience three or more dry weather wastewater overflows on your property in a financial year due to a failure of our wastewater system (not including shaft breaks), you are entitled to an automatic rebate of 120 kilolitres to be applied to the water usage component of your next bill.

Dirty Water

If you are not provided with clean water suitable for normal domestic purposes, you should contact us on 1300 657 000.

We may provide compensation for damage caused by dirty water (see clause 7.4) and we may refund you the cost of water used to flush your water system.

We will undertake an investigation of recurrent dirty water problems to derive a long term solution.

Boil Water Alert

If NSW Health issues a 'boil water alert' due to contamination of drinking water caused by us, you are entitled to a rebate of 15 kilolitres to be applied to the water usage component of your next bill, if your property is within the declared alert area.

We will pay the rebate in your next account where possible.

7.3 Forms of redress

In addition to our obligation to pay a rebate under clause 7.2, we may provide one or more of the following forms of redress:

- reinstatement;
- repair;
- rectification;
- construction of works;
- providing alternative supplies of water;
- emergency accommodation;
- payment for damages as set out in clause 7.4.

If you are unsatisfied with the form of redress we provide you, you may request additional redress from us. We will consider your request in accordance with the timeframes in clause 12.1 as if your request were a complaint.

7.4 Claim for damages

In the event of physical loss or damage to you or your property as a result of our activities or our failure to comply with this contract, the Operating Licence or Act we may compensate you for any loss suffered, following our investigation of the matter.

You should make your initial claim to your insurance company. If your loss is not covered by an insurance policy you may notify us for consideration.

If you make a claim for damages you must specify the nature of the problem and the type of compensation sought. We may also request for you relevant documentation and evidence in support of your claim for damages.

We will attempt to advise you within five working days of receiving your claim of:

- how we or our insurers will investigate the claim;
- a proposed response time for a representative of us or our insurers to visit your property (if required) and to make a decision;
- the name and contact details of the representative of our insurers or us who is able to advise you of the progress of your claim.

You will be provided with a written assessment of your claim, within the time indicated. This will outline the reasons for the decision and the type of compensation to be provided, if any.

If you are not satisfied with our decision, you have the right to seek review of your claim under clause 12.2 or you may seek an external review under clause 12.4.

7.5 Limitation of liability

The only promises we make about the goods and services we provide under this contract, and the only conditions and warranties included in this contract are:

- those set out in this document; and
- those that the law (for example, the Trade Practices Act 1974) say are included.

However, where we are liable to you because of a breach of a condition or warranty that the law says is included in this contract, our liability is to the extent permitted by law, limited to:

- replacing the goods and services to which the breach relates; or
- at our option, paying you the cost of replacing those goods or having the services supplied again.

The limitation of our liability does not affect rights you have under a law that applies to us that says we cannot exclude or limit our liability.

8 Responsibilities for maintenance and repair

8.1 Your water system

If you are a property owner, you own and are responsible for maintaining and repairing all of the pipes and fittings between our water system and the buildings and/or taps on your property. This is referred to as your water system. *(See diagram in Section 15 – Definitions and interpretation)*

As a property owner, you are responsible for any damage caused by a failure of your water system.

We will maintain and repair the water system up to and including the water meter unless the water meter is more than one metre along the pipe inside your property, in which case we will provide this service up to one metre along the pipe inside the property boundary.

If there is no water meter, we will maintain and repair the water system up to one metre along the pipe within your property boundary closest to our water main. Your property includes any easement within which your meter or private service may be situated.

We do not maintain or repair:

- main to meter services greater than 40 millimetres diameter and/or that are designed and installed to meet a customer's supply requirements
- illegal services and water services installed contrary to appropriate codes, regulations and standards or our connection requirements
- dedicated fire services or combined fire and domestic water services connected to our water mains
- backflow prevention devices
- water services connecting to privately-owned water mains such as in some Community Title subdivisions or shared private services
- private water services connecting to our water mains under the terms of a 'Non-standard Agreement'
- faults resulting from wilful or negligent damage.

You are also responsible for rectification and repairing any illegal services installed contrary to appropriate codes, regulations and standards or our connection requirements.

We will also not meet the costs of installing new private services or modifying, upsizing or relocating existing private systems.

We are not responsible for:

- installing, modification, disconnection or disposal of water connections between our water main and the meter, and
- installing, maintaining, repairing or annual testing of backflow prevention containment devices on properties, except where the device is integrated into the water meter supplied and owned by Hunter Water.

Please contract Hunter Water on 1300 657 657 if you have any questions about the repair and maintenance responsibilities for your water system.

8.2 Your wastewater system

You are responsible for maintaining and repairing all wastewater pipes and fittings within your property up to and including the point of connection with our wastewater system. This is referred to as your wastewater system. *(See diagrams in clause 15 – Definitions and interpretation)*

It is possible that the point of connection with our wastewater system is outside your property. If you do not know where the point of connection is, you should contact us on 1300 657 657.

We do not maintain or repair:

- wastewater services connecting to privately owned wastewater mains such as in some Community Title subdivisions or shared private services;
- Private wastewater services connecting to our wastewater system under the terms of a 'Non-standard Agreement'.
- faults caused by wilful or negligent damage.

You are also responsible for rectification and repairing any illegal services installed contrary to appropriate codes, regulations and standards or our connection requirements.

We will also not meet the costs of installing new private services or modifying, upsizing or relocating existing private services.

Please contact Hunter Water on 1300 657 657 if you have any questions about the repair and maintenance responsibilities for your wastewater system.

8.3 Pressure wastewater system connections

If your property requires a pressure wastewater system, you may be connected to either a common effluent pumping (CEP) system or a low pressure sewer system (LPSS), also known as a grinder system.

If you are connected to a pressure wastewater system, we will repair and maintain up to and including the connection valve, however repair and maintenance responsibilities may vary between the different systems listed above and whether the pump and tank were installed by the property owner or Hunter Water. We encourage you to contact Hunter Water on 1300 657 657 to confirm your system maintenance responsibilities.

Please also refer to Figure 2 in the Definitions and Interpretations section at the back of this Contract for clarification.

You are also responsible for any local government authority on-site permit or inspection fees relating to the tank and system.

8.4 Non-standard wastewater system connections

If your property has a non-standard wastewater system connection we will repair and maintain the system up to the point of connection with our sewer main, which may be outside the property boundary.

If you are connected to a non-standard wastewater system you will hold a non-standard agreement with us, which will detail yours and our maintenance responsibilities.

If you have questions about your non-standard wastewater system connection, you are encouraged to contact Hunter Water on 1300 657 657.

8.5 Private joint water systems or private joint wastewater systems

If you share a private joint water system or a private joint wastewater system you are responsible for the cost of its maintenance. The apportionment of costs incurred in its maintenance is a matter between you and others who share it.

8.6 Stormwater connections, coverings and bridges

You are responsible for the maintenance of any connections between your property and our stormwater channel, pipe or culvert, regardless of land ownership.

We are not responsible for the maintenance of any coverings, bridges or similar structures within your property that cover or cross our stormwater channels, pipes or culverts unless they are owned by us.

8.7 Conserving water

You may install water efficient plumbing fixtures, appliances and equipment as recommended under the Water Efficiency and Labelling and Standards Scheme.

You may install water saving devices, for example:

- that collects and uses rainwater for your own use. Provided that the water tanks are not directly connected to our water system in any way, you do not need to meet any of our requirements. However, if the water tank is to be directly connected to our water system, you will be required to install the appropriate backflow prevention device as specified in Australian Standard 3500. This is to avoid the risk of backflow contamination of our drinking water supply.
- a composting toilet that does not require connection to our water system or our wastewater system.

For non-residential properties, where rainwater tanks with a volume exceeding 20,000 litres are installed to supply plumbing facilities connected to our wastewater system (for example, where rainwater is used for toilet flushing, laundry supply, floor wash down etc), we may require wastewater discharge to be metered or may impose an additional discharge factor as set out in clause 4.8.2.

Health, environmental and local council requirements must be complied with when installing water saving devices and approval may be required from your local council. If you need to obtain details of our requirements, you should contact us on 1300 657 657.

On request, we will provide you information on how to conserve water. You can also refer to our website at www.hunterwater.com.au for information and resources on conserving water.

8.8 Defective or unauthorised work

If we become aware that any part of your water, wastewater, recycled water or stormwater system is defective or unauthorised and impacts or poses a risk to the operation of our water, wastewater or stormwater system, we will request the defect to be fixed within a reasonable time.

If you do not comply with the notice, we may restrict your water or recycled water supply or disconnect your wastewater connection until it is fixed. We may also remedy the defective or unauthorised work and you will be charged the reasonable costs incurred by us in undertaking this work.

If you are experiencing financial hardship and are unable to pay for such work, you should contact us and we will provide you with information about schemes available to assist you. All reasonable effort will be taken by us to provide assistance to you.

8.9 Giving notice of system failures

You should inform us if you become aware of any failure of our water system, wastewater system or stormwater system. If you notify us of an interruption to your supply or a burst or leak in our system, a disruption to the wastewater drainage from your property or an overflow or leakage from our system, we will ensure that the problem is attended to as soon as practicable.

8.10 Building landscaping and other construction work

You must not undertake building, landscaping or other construction work that is over or adjacent to, our water, wastewater or stormwater system and which may damage, interfere with or obstruct access to our systems without first obtaining our consent.

Approvals for building, landscaping or other construction work that involves building over or adjacent to, our systems are to be requested from us in advance of any activity being undertaken on the property.

Conditions may apply to any approval for building, landscaping or other construction work that is over or adjacent to, our water, wastewater or stormwater systems.

Failure to obtain approval or comply with the conditions of an approval will limit our obligation to reinstate building, landscaping or other construction or liability for compensation (see clause 9.4) as a result of our need to access our systems.

Properties with an existing water service must be metered during the building period. The meter must be accessible (as described in clause 10.4) at all times.

8.11 Connections to services

Connections to our water, wastewater or stormwater systems are to be made using the services of a Hunter Water accredited installer or licensed plumber and in accordance with Hunter Water's published 'Connection Requirements' and any other plumbing and drainage regulations, codes and standards that may apply.

8.12 Altering and unauthorised connection or use

You must not:

- wrongfully take, use or divert any water supplied by us; or
- wrongfully interfere with the operation of a meter or prevent a meter from registering the quantity of water supplied by us; or
- wrongfully discharge any substance into a system owned by us.

You must obtain our consent before carrying out any activity that may alter, cause destruction of, damage to or interference with, our water, wastewater or stormwater systems.

8.13 Removal of trees

If a tree on your property is obstructing or damaging our water system, wastewater system or our stormwater system or is reasonably likely to do so, we may require the removal of the tree at your cost.

We will give you 14 days notice in writing requiring you to remove the tree. You may with our consent and at your cost, take steps to eliminate the cause of damage or interference to our water system, wastewater system or stormwater system, without removing the tree.

We may reimburse you for reasonable expenses incurred in removing the tree if:

- you could not have reasonably known that the planting of the tree would result in the damage or interference; or
- an easement did not exist in favour of our system when the tree was planted.

If you fail to comply with the notice to remove the tree, by the specified date, then we may remove the tree and recover the costs of removal from you.

We cannot require a tree to be removed that is the subject of a protection or conservation order under the Heritage Act 1977 or the National Parks and Wildlife Act 1974, local council regulation or any applicable law.

9 Entry onto a customer's property for maintenance

9.1 Access to Hunter Water's system

You must ensure that we have safe access to your property, to:

- maintain our water, wastewater or stormwater systems
- to ensure that this Customer Contract, the Operating Licence or the Act is being complied with
- for other purposes set out in the Act or other applicable laws
- to read a meter.

9.2 Identification

When we enter your property, our employees or contractors will carry identification that will be shown to you (or to any person present at the time of access).

9.3 Notice of access

We will give you or the occupier of your property, two days written notice specifying the date, and approximate time of our entry onto your property, unless you agree to a shorter notice period.

We will not give you written notice in cases where:

- In our opinion entry is required urgently
- the purpose is to read, fit exchange or maintain a meter
- giving notice would defeat the purposes of entry
- we intend to conduct a water restriction investigation on your property
- we conduct a general property inspection such as meter, plumbing or a backflow device or trade wastewater inspection
- to assess the operation or condition of our systems where that inspection is not intrusive.

9.4 Impact on customer's property

If we enter your property we will ensure that we:

- cause as little disruption or inconvenience as possible;
- remove all rubbish and equipment we have brought on to the property;
- if our activities result in inconvenience, damage or loss to you or your property, we may provide redress as outlined in Section 7.)

You may be entitled to compensation under the Act for damage incurred by our entry to your property. Any entitlement to compensation will be subject to the conditions set out in clause 8.10.

10 Water meter reading, installation, testing and maintenance

10.1 Measuring water supplied

Unless we otherwise agree, a meter will measure the quantity of water that we supply you. You will be charged for the quantity of water measured by the water meter, unless the meter is faulty and we are required to adjust what we charge you under clause 10.3.

If a meter is stopped or damaged, an estimated consumption will be calculated on a basis which is representative of your consumption pattern.

Where in our opinion no satisfactory basis exists to adjust a usage charge, we will negotiate with you a mutually agreeable adjustment of charges based on an estimated reading.

When the price for water or wastewater usage is varied on a date that falls within your meter reading period, we will apply the new price on a pro rata basis.

We will use our best endeavours to provide an actual meter reading at least once every 12 months, inclusive of meter readings taken by you on our behalf.

10.2 Water meter installation and maintenance

We will supply you with a meter that complies with the relevant Australian Standard. You must not remove a water meter from your property without our consent.

We may require you to meter each individual property served by a single connection to our water system. Your plumber or designer should check our published requirements during the planning stage.

A backflow prevention device of a type approved by us may be required to be fitted to the outlet of the meter.

You are required to pay for the meter's installation and ensure that it is installed either by us or a licensed plumber. The installed meter remains our property and we will maintain it. We may charge you for the cost of replacement of the meter if it is wilfully or negligently damaged.

We may charge you an un-metered service charge, if there is no meter or other instrument measuring the supply of water to your property.

We may require that you fit a meter to your fire service. This will be a requirement under your building approval with us.

10.3 Meter testing

If you consider that the meter is not accurately recording water passing through it, you may request that we test it. We will advise you of the meter test results and make available a written report on your request.

You will be required to pay the costs of the meter test prior to the test proceeding. This cost will be refunded if the meter is shown to be inaccurate.

If the test shows that the meter is over recording by over four per cent of the actual volume of water passing through it, we will:

- Replace the meter;
- refund any charge paid by you for the test; and
- recalculate your account on a basis that is representative of your consumption pattern.

10.4 Access to the water meter

We may enter your property without notice for the purposes of reading, testing, inspecting, maintaining, and replacing the meter.

You must ensure that the meter is reasonably accessible to Hunter Water or its representatives for meter reading and meter maintenance purposes. The meter and the visible pipe connected should be clear of concrete, plants, trees bushes and other obstructions.

If you have not provided reasonable and safe access to your meter, we will bill you on an estimate of your usage and will also recover the cost of the attempted meter reading.

If you have not provided reasonable and safe access to the meter for a reading on two or more occasions, we will:

- relocate the meter; or
- seek access at a time suitable to you, which will incur an additional fee; or
- ask you to read the meter on our behalf; or
- make other arrangements with you.

If you cannot provide reasonable access for reading the meter on an ongoing basis and we cannot come to a mutually acceptable solution, we may treat your property as un-metered and may impose an imputed service and usage charge. The imposition of imputed charges does not affect our right to address meter access issues at any subsequent time.

If you intend to relocate your meter, you should engage a licensed plumber at your cost. Your plumber should check our published connection requirements before relocating the meter.

10.5 Meter replacement

We will replace the meter at no cost to you if the meter:

- is found to be defective; or
- if it can no longer be reasonably maintained; or
- is replaced as part of a meter replacement program.

If we incur additional costs to replace the meter because of actions by you (e.g. restricted access to the meter, structural work at or near the meter), we will recover those additional costs from you.

We will use our best endeavours to notify you at the time of replacement and advise you that a new meter has been installed. A mutually acceptable time will be negotiated with non-residential customers for the replacement of meters, where practicable.

11 Who can I speak to if I have any questions or want to make enquiries?

11.1 General enquiries

If you have an enquiry relating to an account, payment options concession entitlements or other information about our services, we would encourage you to contact us as follows:

- by telephone between 8.00am and 5.00pm Monday to Friday on 1300 657 657
- by writing to us at PO Box 5171, Hunter Region Mail Centre NSW 2310
- by using the enquiries email link on our website at www.hunterwater.com.au

If we cannot resolve your enquiry immediately, we will respond to your request within three working days.

Our response will provide an explanation and the name of the contact person for follow up enquiries if you are not satisfied.

If your complaint cannot be resolved within these timeframes, our response will advise you of the name and contact number of the person who will investigate your enquiry further.

11.2 Emergency assistance

In the event of a leak, burst water main near your property a wastewater overflow, an unplanned interruption to supply or a water quality or water pressure problem, we provide a 24 hour emergency telephone service on 1300 657 000. The emergency phone number is also listed on your account and in the telephone directory.

11.3 Interpreter and TTY services

We provide an interpreter service for people from non-English speaking backgrounds. Please call 131 450 to access these services.

Customers who are deaf or have a hearing or speech impairment can contact us through the National Relay Service (NRS):

- TTY users phone 133 677 then ask for 1300 657 657
- Speak and Listen (speech-to-speech relay) users phone 1300 555 727 then ask for 1300 657 657
- Internet relay users connect to the NRS (see www.relayservice.com.au for details) and then ask for 1300 657 657

12 What can I do if I am unhappy with the service provided by Hunter Water?

12.1 Customer complaints

If you have a complaint about our service or our compliance with this contract, the Act or Operating Licence you should contact us on 1300 657 657. You can also email us at enquiries@hunterwater.com.au, or write to us at Hunter Water, PO Box 5171 HRMC NSW 2310. If we cannot resolve your complaint immediately, we will use our best endeavours to respond and resolved your complaint within three working days.

Our response will provide reasons for our decision and the name of the contact person for follow up enquiries if you are not satisfied.

If your complaint cannot be resolved within these timeframes, our response will advise you of the name and contact number of the person who will investigate your matter further.

We will provide you with information on our internal and external complaints handling processes in a pamphlet with your bill at least once a year.

12.2 Complaints review

If you are not satisfied with the solution offered or action taken by us, you may have the complaint reviewed by a manager.

The manager will:

- clarify your complaint and the outcome sought;
- ensure that the matter has been properly investigated;
- advise you of the estimated timeframe for our proposed action;
- communicate to you our final decision;
- outline the relevant facts and regulatory requirements where appropriate;
- indicate what we will do to address the issue;
- notify you of your rights to external review, if you are still not satisfied with our decision.

12.3 When a dispute is considered resolved

Hunter Water is committed to resolving any concerns you may have with the service we provide you to a level you deem satisfactory and in a timely manner.

A dispute will be considered finalised when:

- we provide you with a substantive response that:
 - a. resolves the dispute to your satisfaction or indicates how the dispute will be resolved to your satisfaction; or
 - b. provides an explanation of the relevant policy and/or regulatory requirements and why no further action is proposed in relation to the dispute; or
 - c. provides a date when the issue will be resolved if the complaint relates to future planned operational or capital work;
- The dispute is resolved through an external dispute process in accordance with clause 12.4; or
- 28 working days have passed since receiving our response pursuant to clause 12.1 or 12.2 and you have not sought a further review by us or lodged a claim in an external dispute resolution forum.

We will extend the 28 working days by a reasonable period if:

- within those 28 days you have requested an extension; or
- after the 28 days you demonstrate that, because of special circumstances, you were unable to seek an extension within the 28 days.

12.4 External dispute resolution

You have the right to seek external resolution of a dispute that has not been resolved by us to your satisfaction.

12.4.1 The Energy and Water Ombudsman New South Wales

You have the right to refer a complaint or dispute arising under this contract to the Energy and Water Ombudsman NSW (EWON).

EWON is an independent dispute resolution body that can investigate and resolve many disputes you have with us under this contract.

Full details on EWON's services are available on the EWON website (www.ewon.com.au) or by calling EWON on 1800 246 545.

EWON's services are available to you at no cost.

You may choose whether or not to accept EWON's decision. If you decide to accept it, then it will be final and binding on us.

12.4.2 The Consumer, Trader and Tenancy Tribunal

The Consumer, Trader and Tenancy Tribunal may hear and determine consumer claims relating to services supplied by us under this contract.

12.4.3 Other legal avenues

You may also seek legal advice.

13 Consultation, information and privacy**13.1 Involving customers in service planning**

We have an established Consultative Forum to enable community involvement on issues relevant to our programs, services and decision-making processes.

The Consultative Forum Charter explains the role and functions of the Consultative Forum. The Charter is available on our website at www.hunterwater.com.au, or you may contact us on 1300 657 657 to obtain a copy.

13.2 Providing information

We will respond in a timely and open manner to requests for information consistent with normal commercial practices and the Government Information (Public Access) Act 2009.

13.3 Privacy

We will treat your personal information according to the provisions of the NSW Privacy and Personal Information Act 1998.

To the extent permitted by law, we may exchange information about your creditworthiness, credit standing, credit history or credit capacity with credit reporting agencies, other credit providers, other suppliers or our agents, contractors and franchisees.

We may also confirm your eligibility for bill concessions and exemptions (for example, pensioner rebates) with relevant government agencies administering concession eligibility.

14 When does my Customer Contract with Hunter Water terminate?

14.1 Termination of this contract

This contract will terminate between us and you if you cease to be covered by this contract as described in clause 2.2.

The termination of this contract does not affect any rights or obligations of you or us that accrue prior to termination.

If this contract or part of the contract, terminates because you, the account holder have requested that some or all of the services that we provide to your premises be transferred to a supplier licensed under the Water Industry Competition Act 2006, we will comply with the Transfer Code of Conduct established under that Act to affect the transfer.

14.2 Variation of this contract

We may also vary this contract as permitted by the Act.

Variations to this contract will be available on our website, and from our offices for access or collection free of charge.

Section 38 of the Act provides that a variation of the Customer Contract must be published in a daily newspaper circulating in the Area of Operation at least six months before the variation becomes effective or a shorter period of notice approved by the Minister. A copy of the notice must also be given to the customer. This requirement to give notice of variations to the terms of the contract, does not apply to variations in charges and fees made in accordance with a determination of IPART.

15 Definitions and interpretation

15.1 Definitions

Account holder	is taken to have the same meaning as “owner” as defined by the Hunter Water Act 1991.
Act	means the Hunter Water Act 1991 and any regulations in force under it.
Alternative water supply	Is drinking quality water that may be available during a supply interruption. Supplies may be in the form of bottled drinking water or a road tanker from which water can be collected.
Area of operation	is the areas of operations specified in section 16 of the Act and described in Schedule 1 of the Operating Licence.
Availability charge	is a charge for service availability, rather than use of our wastewater or water service, where the land concerned is connected to the wastewater or water service.
Backflow prevention Containment device	means a device to prevent the reverse flow of water from potentially polluted source, into the drinking water supply system.
Billing cycle	means billing periods each of four months commencing on 1 July, 1 November and 1 March each year.
Charges	includes any charge or fee payable under this Customer Contract or other contract made between Hunter Water and a customer for the provision of water supply, wastewater or drainage services.
Charging period	is any period for which your account was calculated.
Complaint/dispute	means an expression of dissatisfaction made to an organisation, related to its products or the complaints-handling process itself, where a response or resolution is explicitly or implicitly expected. A complaint can be a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by the water utility, its employees or contractors.
Connection Requirements	means Hunter Water Corporation’s published requirements for connection to its water, wastewater and stormwater systems. These requirements are intended to ensure that there is adequate capacity in the systems for customer connection and that Hunter Water’s systems are protected against potential problems that could arise from defective connections and defective customer systems.
Connection valve	is a valve installed by Hunter Water Corporation on the pressure sewer main or branch line. This valve is the point at which a property is connected to Hunter Water’s pressure system.
Consultative Forum	means a panel of community representatives that meets regularly with Hunter Water to enable community involvement in matters relevant to the performance of Hunter Water Corporation. Requirements in relation to the Consultative Forum are set out in clause 5.4 of the Operating Licence.
Customer	is defined in clause 2.2 of this contract.
Defective and unauthorised work	means any water, recycled water, wastewater or stormwater service on your property that includes: <ul style="list-style-type: none"> – construction or use of a service that does not comply with current codes of practice, standards, legislation or regulations; and/or – a blockage or leakage from or into, the service.
Disconnection	means the stopping (either temporarily or permanently) of our supply of services to your property.
Drainage area	means a declared stormwater drainage area in accordance with section 46 of the Hunter Water Act 1991.
Drinking water	means water that is intended for human use and consumption and free of harmful chemicals and disease-causing organisms.
Drought	includes a prolonged period of low rainfall resulting in an actual or potential water shortage.

Dry weather wastewater overflow	means an overflow resulting from a blockage in the wastewater pipe network (e.g. caused by tree root invasion or pipe collapse), a pumping station electrical or mechanical failure or other system problem not related to transporting excess wastewater flows during wet weather.
Enquiry	means a written or verbal question by or on behalf of a customer which can be satisfied by providing information, advice, assistance, clarification, explanation or referral to an external body.
Financial hardship	means situations where a customer desires to pay an account, but is unable to pay all or some of the account or is unable to pay by the due date.
Low water pressure	is water pressure of less than 20 metres head for a continuous period of 30 minutes or more measured at the point of connection of the property to the water supply. A property is not considered to have experienced low water pressure if it is caused by a planned or unplanned water interruption; water usage by fire authorities in the case of a fire; or temporary and short term operational problems (including breaks in a main or failure in a pump).
Maintenance	includes repairs and replacement, and where relevant testing and inspection.
Meter	is the device used to measure the water use on the property. This includes any remote reading equipment and associated wiring, power, plumbing and servicing equipment.
Non-residential customer	is a customer who is not a residential customer as defined in this section and includes customers who own or occupy properties providing commercial residential services (for example, boarding houses, caravan parks, hotels, hostels, mobile home villages and motels).
Non-standard agreement	are agreements for non-standard water and wastewater connections are required when a property does not have direct frontage to a water or sewer main. Non-standard water connections may also apply where customers connect directly to a trunk water main. Non-standard connections require the property owner to enter into a separate written agreement with Hunter Water.
Operating Licence	is the licence granted to us under section 12 of the Act.
Our water service	means the services we are permitted to provide by the Operating Licence and any applicable law in respect to storing and supplying water.
Our water system	includes the dams, tanks, pumping stations, water mains, pipes, treatment plants and other equipment which we must provide, manage, operate and maintain under the Act to store and supply water.
Our wastewater service	means the services we are permitted to provide by the Operating Licence and any applicable law in respect to <ul style="list-style-type: none"> • providing wastewater services; and • disposing of wastewater.
Our wastewater system	includes the pumping stations, wastewater mains, pipes, treatment plants and outfalls and other equipment which we must provide, manage, operate and maintain under the Act to provide wastewater services and disposal or reuse of wastewater.
Owner	a person who holds ownership title to the property, as defined by the Hunter Water Act 1991.
Payment assistance arrangement	means any of the types of assistance described in clause 5.2 of this contract.
Personal information	includes any information held by us that relates to the supply of services by us, where your individual identity is apparent or can be reasonably ascertained from the information.
Point of connection (wastewater)	For gravity wastewater systems this is the end of the sewer pipe laid by Hunter Water to service the property when the sewer system was installed. Where the main is in the property to be connected, this is usually the junction on the wastewater main. Where the main is not in the property to be connected, this may be the end of a branch line (usually about 1.2 metres inside the boundary of the property to be connected). For pressure and vacuum wastewater systems this is the connection valve or inlet point to the main that feeds into the vacuum pot.

Planned interruption	means an interruption to a water or wastewater service initiated by us to allow maintenance to be undertaken and for which notice has been given to you.
Plumbing standards	Include current codes of practice and standards, legislation and regulations applying to plumbing work and plumbing fittings and materials.
Pressure sewer system	means a system where wastewater is pumped to our wastewater system from collection tanks installed on your property and where these tanks and pumps are owned and maintained by you. Figure 2 illustrates a typical residential installation.
Private joint wastewater service	is where two or more properties share the same private wastewater pipes. Private joint wastewater services have one connection to the wastewater main. Customers with a private joint wastewater service share and own the service in common with each property owner sharing the service, and are jointly responsible for its condition.
Private joint water service	is where two or more properties share the same private water pipes. Private joint water services have one connection to the water main. Customers with a private joint water service share and own the service in common with each property owner sharing the service, and are jointly responsible for its condition.
Property	means <ul style="list-style-type: none"> • an individual dwelling or premises used for any purpose; or • land, whether built or not (excluding public land); or • a lot in a strata plan that is registered under the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes (Leaseholder Development) Act 1986 that is connected or for which a connection is available, to Hunter Water's water supply system or wastewater system or within a declared drainage area.
Reasonable time	for the purposes of clause 8.8, means <ul style="list-style-type: none"> • a period of not less than 24 hours from notification by us where, in our opinion, the defect is reasonably likely to significantly impact on any of our systems or other customers, and • a period that, in our opinion, allows sufficient time for you to arrange and carry out the necessary rectification.
Recycled water	is water that is derived from treated wastewater and is not suitable for drinking at the time of supply by us.
Recycled water area	is the geographical area occupied by a community or communities supplied with recycled water through a pipe network separate from the drinking water system.
Residential customer	means a customer who owns or occupies residential property, being property: <ul style="list-style-type: none"> • that is the customer's principal place of residence; and/or • on land categorised as residential under the Local Government Act 1993.
Residential wastewater	includes all liquids and any substances in them, which may be discharged into our wastewater system from a residential property, including discharges from toilets, hand basins, urinals, sinks, baths, showers, washing machines and similar items.
Restriction	means a direct intervention in the water supply system by Hunter Water in order to reduce flow to a customer's property. <i>See separate and unrelated definition for "Water restrictions".</i>
Service charge	is a charge for being connected to the water and/or wastewater and/or stormwater drainage system.
Stormwater harvesting	means extraction and storage of stormwater from stormwater channels and pipes for non-potable water use. Stormwater harvesting systems and operations may require licences and approvals from regulatory agencies.

Stormwater services	means the services we are permitted to provide by the Operating Licence and any applicable law in respect to providing stormwater drainage systems.
Stormwater systems	means the stormwater drainage channels, pipes, detention structures, and stormwater quality improvement devices and other equipment that we must provide, manage, operate and maintain under the Act to provide stormwater services. Hunter Water's stormwater systems are mostly the major open channels and pipe systems into which council pipe networks and street drainage systems discharge. Hunter Water's systems do not include street drainage or minor pipe networks provided by local councils. Hunter Water does not operate any stormwater systems in the Dungog, Maitland and Port Stephens local government areas.
Third party access	means formal arrangements where a third party uses the services provided by monopoly water industry infrastructure (generally pipes, pumps and reservoirs) to transport water or wastewater between their customers and their treatment facilities (or another point at which water is inserted or wastewater extracted).
Trade wastewater	includes any liquid, and any substances contained in it, which may be discharged into our wastewater system from a non-residential property, and any vehicle transporting wastewater, including septic effluent and wastewater from ships and boats. Trade wastewater does not include sewage from residential premises connected to Hunter Water's wastewater. The term trade wastewater as used in this document includes run off from contaminated open areas.
Unplanned interruption	is an interruption that is caused by a fault in our water system or a fault that is our maintenance responsibility and no notice has been given to you.
Wastewater	means untreated or partially treated material contained within our wastewater system, consisting of discharges from residential or non-residential properties or trade wastewater.
Wastewater mining (also known as sewer mining)	is the process of tapping into a wastewater pipe (either before or after the wastewater treatment plant) and extracting wastewater that is then treated and used as recycled water.
Wastewater overflow	a discharge of wastewater from our wastewater system. These overflows may occur in wet or dry weather.
Wastewater usage discharge factor	is a measure of the volume of wastewater discharged to the wastewater system expressed as a percentage of water delivered to the property via all Hunter Water drinking water meters.
Water restriction(s)	means a restriction by Hunter Water on the use of water in accordance with relevant conditions in the Operating Licence and the Hunter Water Regulation 2010.
We, our or us	means Hunter Water Corporation, established under the Act including its officers, employees, agents and contractors.
Your wastewater system	is defined for the purposes of maintenance and repair only in clause 8.2 and your maintenance responsibilities as they apply to most typical household installations are illustrated in Figures 1 and 2 below.
Your water system	is defined for the purposes of maintenance and repair only in clause 8.1 and your maintenance responsibilities as they apply to most typical household installations are illustrated in Figure 3 below.
You or your	means our customer for the purpose of this contract.

Figure 1 – Standard wastewater system maintenance responsibilities

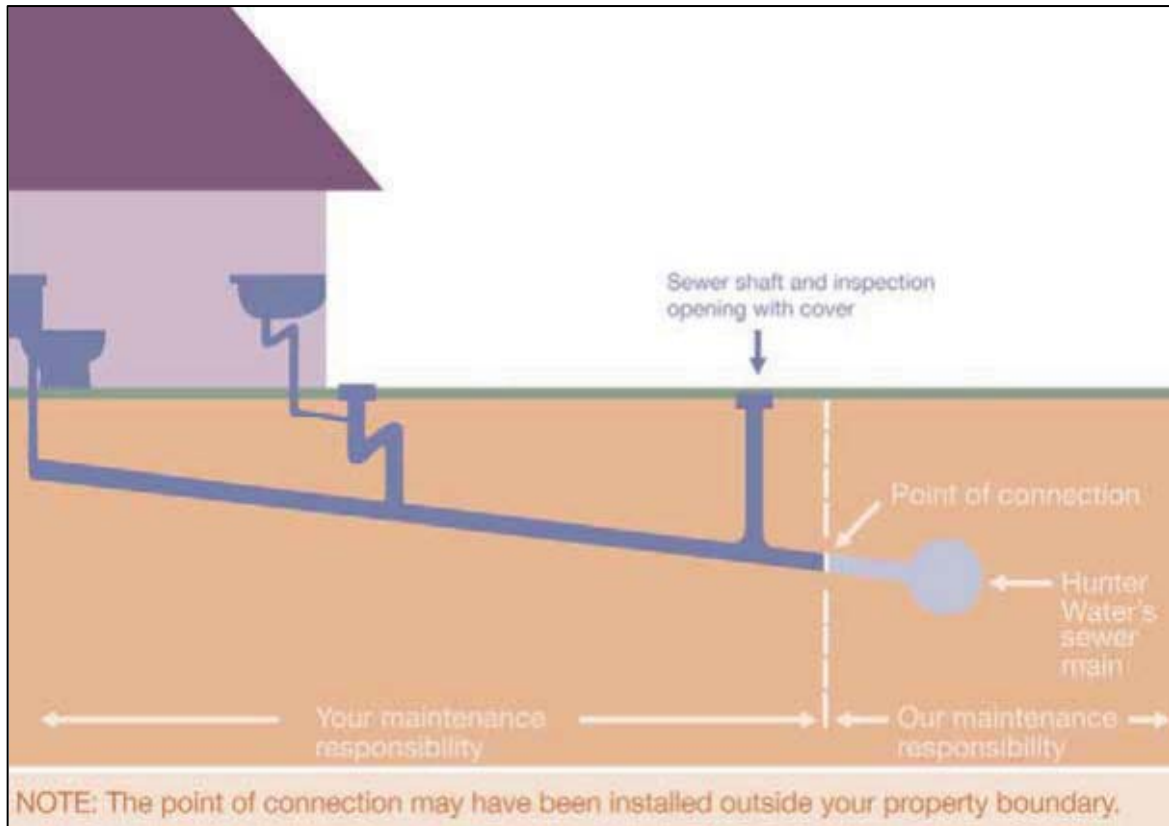


Figure 2 – Pressure wastewater system (CEP and LPSS) maintenance responsibilities

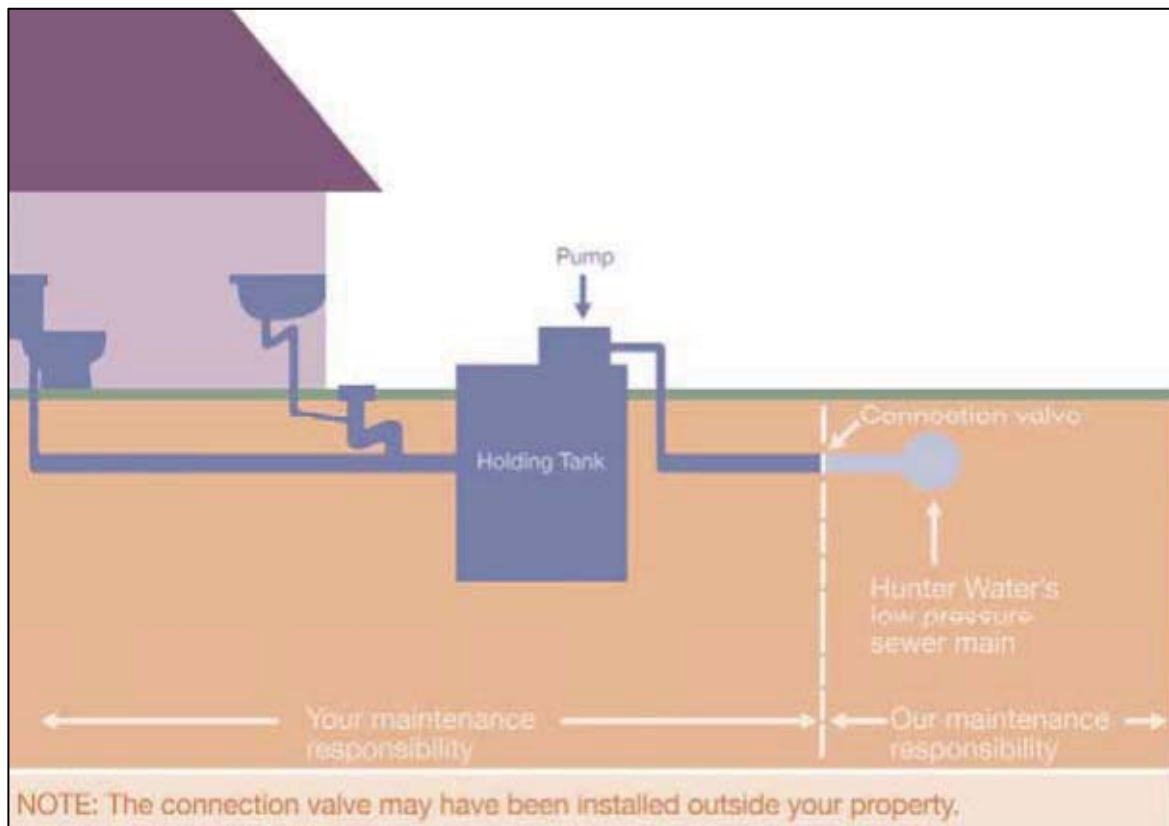
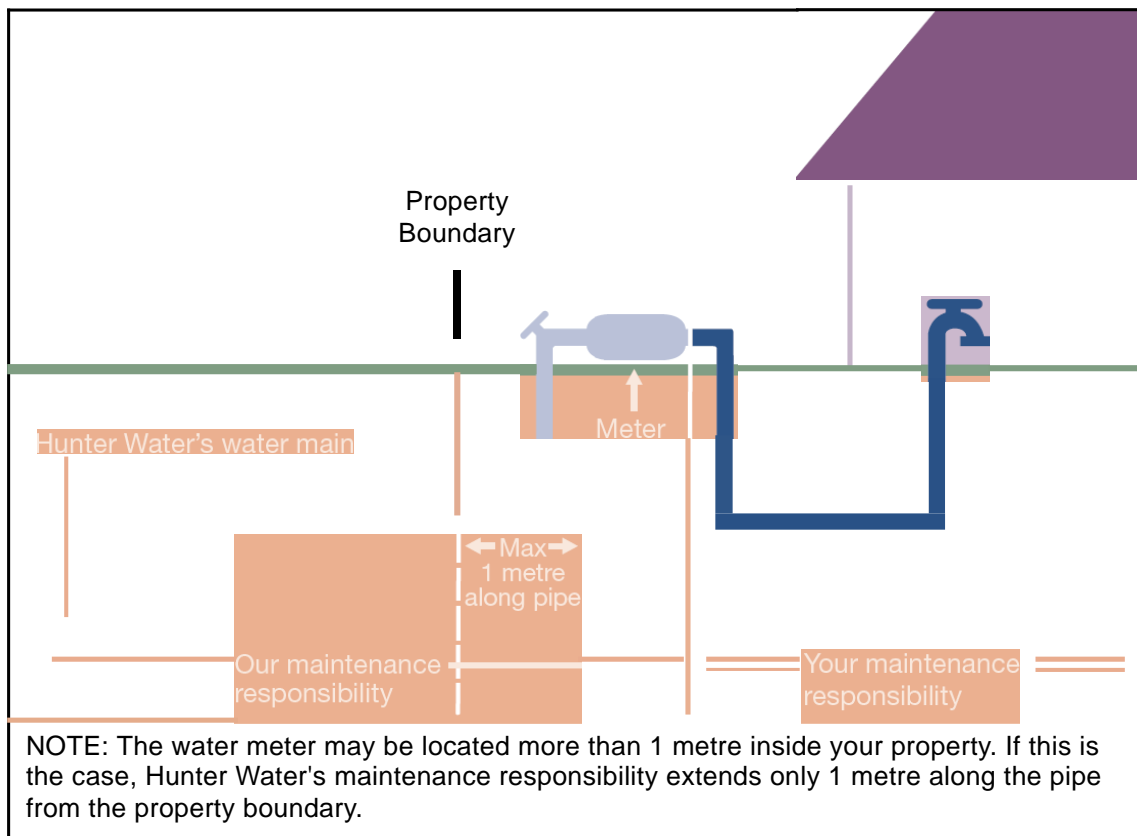


Figure 3 – Water system maintenance responsibilities



15.2 Interpretation

In this contract, the following interpretations apply:

- A person includes an individual, a body corporate, an unincorporated body or other entity.
- The law includes legislation, regulations, licences, orders, mandatory codes, permits and directions.
- A working day is Monday to Friday, excluding New South Wales gazetted public holidays.
- The singular includes the plural and vice versa.
- If there is any inconsistency between this contract and any law, the law will prevail to the extent of the inconsistency.
- The reference to document, instrument or law includes any amendments, revisions, renewals or reprints from time to time.
- Where a word is defined, any other grammatical form of that word has a corresponding meaning.

PRIVATE ADVERTISEMENTS

COUNCIL NOTICES

WOOLLAHRA MUNICIPAL COUNCIL

Notification of Dedication as a Public Road

ON 16 April 2012, Woollahra Municipal Council resolved to dedicate the land as a public road in accordance with section 16 of the Roads Act 1993. Dated 31 May 2012. GARY LEONARD JAMES, General Manager, Woollahra Municipal Council, PO Box 61, Double Bay NSW 1360.

Descriptions

Part of the residue land comprised in Certificate of Title Volume 1730, Folio 42 and Crown Grant dated 5 July 1838, – Serial 54, Folio 122, at Vaucluse Road, Vaucluse, Parish of Alexandria and County of Cumberland.

Note: On dedication, title for the land will remain vested in Woollahra Municipal Council as operational land.

[6492]

ESTATE NOTICES

NOTICE of intended distribution of estate.–FREDA CALDWELL, New South Wales Grant made 23 May 2012.–Any person having any claim including an application or notice of intended application for a family provision order upon the estate of FREDA CALDWELL, late of Mortdale, in the State of New South Wales, pensioner, who died on 2 March 2012, must send particulars of the claim to the executor, Phillip William Caldwell, c.o. Colin J. Duff, 7 Morts Road, Mortdale NSW 2223, not more than 30 days after publication of this notice. After that time the legal personal representative intends to distribute the property in the estate having regard only to the claims affecting the estate of the deceased of which at the time of distribution the legal personal representative had notice. COLIN J. DUFF, 7 Morts Road, Mortdale NSW 2223 (DX11307, Hurstville), tel.: (02) 9570 2022. Reference: CJD:IG:2124967.

[6493]

COMPANY NOTICES

YUAN FU CAPITAL MARKETS LIMITED (in Liquidation)

Further and Final Notice to Creditors to Prove Debts or Claims

NOTICE is hereby given that, in accordance with section 241(2)(a) of the Companies Act 1993, the shareholders of the above named company, on 30 September 2010, at 10:30 am, appointed Peri Micaela Finnigan and Boris van Delden, insolvency practitioners of Auckland, jointly and severally as liquidators of the above named company.

The liquidators hereby fix 6 July 2012, as the day on or before which the creditors of the company are to prove their debts or claims and to establish any priority that their claims may have under section 312 of the Companies Act 1993. If a creditor does not make a claim on or before 6 July 2012, the liquidators may exclude that creditor from the benefit of any distribution made to the above named company's creditors or to other entitled persons.

The liquidators have sought directions from the High Court on how the distribution to creditors is to be made. Any creditor who has lodged a proof of debt with the liquidators can request a copy of that application from the liquidators.

The liquidators' application for directions is next before the High Court at Auckland on 27 July 2012, at 11:45 am. The High Court has directed that any parties wishing to oppose the liquidators' application or wishing to be heard should file and serve their notice of opposition or appearance by that time.

The liquidators' address for service is at the offices of Morgan Coakle, Solicitors, Level 12, WHK Tower, 51-53 Shortland Street, Auckland, New Zealand (PO Box 114, Auckland 1140; Telephone +649 379 9077; Facsimile +649 379 9155). The liquidators' solicitor is John Noel Bierre, whose address is as noted above (enquiries to Marisa Brugeyronx).

Address of Liquidators: McDonald Vague, PO Box 6092, Wellesley Street, Auckland, New Zealand 1141.

Telephone: +649 303 0506.

Facsimile: +649 303 0508.

Email: insol@mvp.co.nz.

Website: www.mvp.co.nz.

Enquiries to: Daniel Zhang

[6494]

NOTICE of final meeting of members.–NERALSA PTY LTD, ACN/ARBN 002 869 132.–Notice is hereby given that a final meeting of the members of the abovenamed company be held at 10 Shelley Street, Sydney NSW 2000, at 10:00 a.m., on 4 June 2012. The purpose of the meeting is to consider the following resolutions: 1. To receive and adopt the report of the liquidator's act and dealings during the conduct of the winding up. 2. To receive and adopt Australian Securities and Investments Commission Form 524 Accounts and Statement by a Liquidator. 3. To transact any other business which may properly be brought forward at the meeting. Dated 3 May 2012. BRETT ADAM MITCHELL, Liquidator, c.o. KPMG, 10 Shelley Street, Sydney NSW 2000, tel.: (02) 9335 7133.

[6495]

NOTICE of voluntary liquidation.–The Corporations Law and in the matter of THRESKBANK PTY LIMITED, ACN 008 564 869.–Notice is hereby given that at an extraordinary general meeting of the members of the company duly convened and held on the 5th day of June 2012, the following resolutions were passed: That the company be wound up voluntarily and that M/s F. MacDonald be appointed liquidator for the purpose of such winding up. Creditors of the company are required to prove their debts or claims within one month from the date of publication of this notice. Failing which they will be excluded from any distribution made and from objecting to any such distribution. Formal Proof of Debt forms are available on application to the Liquidator. Dated this 5th June 2012. F. MacDONALD, Liquidator, c.o. K. B. Raymond & Co., Chartered Accountants, 2/131 Clarence Street, Sydney NSW 2000 (GPO Box 4684, Sydney NSW 2001), tel.: (02) 9299 6521.

[6496]

OTHER NOTICES**ESSENTIAL ENERGY**

Electricity Supply Act 1995

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Easement
for Electricity Purposes between North Coffs Harbour
and South Coffs Harbour

ESSENTIAL ENERGY declares, with the approval of Her Excellency the Governor, with the advice of the Executive Council, that the Interest in Land described in Schedule 1 to this notice the terms of which are described in Schedule 2 to this notice is acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for the purposes of the Electricity Supply Act 1995. Dated at Port Macquarie, this 8th day of June 2012. TERRI BENSON, Managing Director, Essential Energy, PO Box 718, Queanbeyan NSW 2620.

SCHEDULE 1

Interest in Land: Easement for multi-purpose electrical installation 25 wide and variable affecting Lot 372 in DP 1154669 shown as "Proposed Easement for multi-purpose electrical installation 25 Wide and variable" in DP 1164847 excepting the:

1. Easement to drain water 6 wide and variable (created by DP 827663);
2. Easement to drain water 5 wide (created by DP 644635);
3. Easement to drain water 11 wide (created by DP 644635); and
4. Easement to drain water 3 wide (created by dealing Q758287).

Locality: Coffs Harbour.

L.G.A.: Coffs Harbour.

Parish: Bonville.

County: Raleigh.

SCHEDULE 2

The terms of the easement in Schedule 1 are as set out in Part C of Memorandum No. AG189384 registered on the Register held under the Real Property Act 1900. [6497]

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