



# Government Gazette

OF THE STATE OF  
NEW SOUTH WALES

Number 177

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## LEGISLATION

### Online notification of the making of statutory instruments

Week beginning 9 December 2013

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

#### Proclamations commencing Acts

Industrial Relations Amendment (Industrial Court) Act 2013 No 85 (2013-689) — published LW 13 December 2013

Law Enforcement (Powers and Responsibilities) Amendment (Arrest without Warrant) Act 2013 No 98 (2013-690) — published LW 13 December 2013

Strata Schemes Management Amendment (Child Window Safety Devices) Act 2013 No 83 (2013-687) — published LW 11 December 2013

#### Regulations and other statutory instruments

Election Funding, Expenditure and Disclosures (Adjustable Amounts) Further Amendment Notice 2013 (2013-702) — published LW 13 December 2013

Evidence (Audio and Audio Visual Links) Amendment (Bail Matters) Regulation 2013 (2013-691) — published LW 13 December 2013

Local Land Services Amendment (Elections) Regulation 2013 (2013-692) — published LW 13 December 2013

Police Amendment (Interference with Test Results) Regulation 2013 (2013-693) — published LW 13 December 2013

Residential Tenancies Amendment (Window Safety Devices) Regulation 2013 (2013-694) — published LW 13 December 2013

Road Amendment (Emergency Worker) Rules 2013 (2013-695) — published LW 13 December 2013

Road Transport (Driver Licensing) Amendment (Miscellaneous) Regulation 2013 (2013-696) — published LW 13 December 2013

Royal Botanic Gardens and Domain Trust Amendment (Penalty Notice Offences) Regulation 2013 (2013-703) — published LW 13 December 2013

Strata Schemes Management Amendment (Child Window Safety Devices) Regulation 2013 (2013-688) — published LW 11 December 2013

## Environmental Planning Instruments

Gosford Local Environmental Plan No 483 (2013-697) — published LW 13 December 2013

Holroyd Local Environmental Plan 2013 (Amendment No 1) (2013-698) — published LW 13 December 2013

Rockdale Local Environmental Plan 2011 (Amendment No 3) (2013-699) — published LW 13 December 2013

Snowy River Local Environmental Plan 2013 (2013-700) — published LW 13 December 2013

Wyong Local Environmental Plan 1991 (Amendment No 191) (2013-701) — published  
LW 13 December 2013

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## Other Legislation

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New South Wales

### Notice of Final Determination

under the

Threatened Species Conservation Act 1995

The Scientific Committee established under the *Threatened Species Conservation Act 1995* has made a final determination to list the following ecological community as an endangered ecological community under that Act and, accordingly, Schedule 1 to that Act is amended by inserting in Part 3 in alphabetical order:

Mount Kaputar high elevation and dry rainforest land snail and slug community in the Nandewar and Brigalow Belt South Bioregions (as described in the final determination of the Scientific Committee to list the ecological community)

This Notice commences on the day on which it is published in the Gazette.

Dated, this 5th day of December 2013.

Associate Professor Michelle Leishman  
Chairperson of the Scientific Committee

#### Copies of final determination and reasons

Copies of the final determination and the reasons for it are available to members of the public (free of charge) as follows:

- (a) on the Internet at [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au),
- (b) by contacting the Scientific Committee Unit, by post C/- Office of Environment and Heritage, PO Box 1967, Hurstville BC NSW 1481, by telephone (02) 9585 6940 or by facsimile (02) 9585 6606,
- (c) in person at the Office of Environment and Heritage Information Centre, Level 14, 59–61 Goulburn St, Sydney.

## FINAL DETERMINATION

THE Scientific Committee, established by the Threatened Species Conservation Act, has made a Final Determination to list the Mount Kaputar high elevation and dry rainforest land snail and slug community in the Nandewar and Brigalow Belt South Bioregions, as an ENDANGERED ECOLOGICAL COMMUNITY in Part 3 of Schedule 1 of the Act. Listing of Endangered Ecological Communities is provided for by Part 2 of the Act.

The Scientific Committee has found that:

1. Mount Kaputar high elevation and dry rainforest land snail and slug community in the Nandewar and Brigalow Belt South Bioregions is the name given to the ecological community which is naturally restricted to the higher altitudes (above about 1000 m) and dry rainforest (including semi-evergreen vine thicket) areas at lower elevations (above 500 m) in and around Mount Kaputar. The community is characterised by the species assemblage listed in paragraph 2. These bioregions are as defined by IBRA 7. A map of this version of the Interim Biogeographic Regionalisation of Australia is available at: <http://www.environment.gov.au/parks/nrs/science/bioregion-framework/ibra/maps.html>
2. Mount Kaputar high elevation and dry rainforest land snail and slug community in the Nandewar and Brigalow Belt South Bioregions is characterised by the following assemblage of native species, some of which are endemic to the community:

## Snails

*Austrochloritis kaputarensis* (isolated population at Mount Kaputar)  
*Coenocharopa* 'Mt Kaputar' (endemic to community)  
*Cralopa kaputarensis* (endemic to community)  
*Discocharopa stenomphala* (isolated population)  
*Kaputarenesta nandewarensis* (isolated population)  
*Scelidoropa nandewar* (endemic to community)  
*Thersites* sp. 1 (endemic to community)  
*Vitellidelos kaputarensis* (endemic to community)

## Slug

*Triboniophorus* aff. *graeffei* (morphologically distinct population at Mount Kaputar, likely endemic)

3. The total species list of the community is considerably larger than that given above, including a range of other native snail taxa that are more widespread and/or occur down to lower elevations (e.g. *Diphyoropa* 'Nandewar'; *Austrorhytida nandewarensis*; *Brevisentis kaputarensis*). The species composition of a site will be influenced by its disturbance (including fire) history. The species listed above are land snail and slug species; the community also includes vascular and non-vascular plants, micro-organisms, fungi, cryptogamic plants and a diverse fauna, both vertebrate and other invertebrates.
4. The Mount Kaputar high elevation and dry rainforest land snail and slug community in the Nandewar and Brigalow Belt South Bioregions occurs in the vicinity of Mount Kaputar. The species assemblage found at Mount Kaputar is distinct from other snail and slug communities with respect to its species composition and has a high level of endemism (F. Köhler pers. comm. Nov. 2011; J. Stanisic pers. comm. Nov. 2011). Mount Kaputar has the highest number of endemic snail species of all the high elevation refugial areas on the western side of the Great Dividing Range in NSW. The Community includes a spectacular but undescribed athoracophorid slug which is the most westerly record from the family in Australia and the only member of this family found on the western side of the Great Dividing Range (M. Shea pers. comm. Nov. 2011). Snail assemblages in other high-altitude regions are largely composed of different snail and slug species, with some overlap of a few widely-distributed taxa (F. Köhler pers. comm. Nov. 2011).
5. Dominant trees associated with the Mount Kaputar high elevation and dry rainforest land snail and slug community in the Nandewar and Brigalow Belt South Bioregions include Snow Gum (*Eucalyptus pauciflora*), Ribbon Gum (*E. viminalis*), Mountain Gum (*E. dalrympleana*), Rough-barked Mountain Gum (*E. volcanica*), Silvertop Stringybark (*E. laevopinea*) and Red Stringybark (*E. macrorhyncha*). The vegetation assemblages containing these dominant trees have been described by Hunter and Alexander (2000) and Porteners (1997; 1998) as follows: New England Blackbutt – Stringybark Open Forests (Community 5, Hunter and Alexander 2000), Stringybark – New England Blackbutt Open Forests (Community 6, Hunter and Alexander 2000), Mountain Gum – Ribbon Gum Open Forests (Community 7, Hunter and Alexander 2000), Snow Gum, Ribbon Gum and Mountain Gum (Community 1, Porteners 1997), Silver-Top Stringybark and Rough-Barked Mountain Gum (Community 2, Porteners 1998). Mount Kaputar high elevation and dry rainforest land snail and slug community in the Nandewar and Brigalow Belt South Bioregions can also occur in other non-eucalypt dominated vegetation assemblages including *Kunzea* sp. – Tea Tree (*Leptospermum polygalifolium*) wet heath on high elevation rocky outcrops (Hunter and Alexander 2000) and dry rainforest (including semi-evergreen vine thicket) down to about 500 m. The dry rainforest (*sensu* Curran *et al.* 2008) in the Mt Kaputar area includes both dry rainforest and vine thickets and falls in the Dry Rainforest class of Keith (2004) and some areas of Western Vine Thickets (Keith 2004). It includes the dry rainforest parts of unit 10 'River Oak Riparian Forest with Dry Rainforest' (Porteners 1998) and unit 1 'River Oak Riparian Forests' (Hunter & Alexander 2000). The Mount Kaputar high elevation and dry rainforest land snail and slug community in the Nandewar and Brigalow Belt South Bioregions tends to occur in favourable habitat with low average temperatures, high precipitation and high humidity, resulting in favourable moisture conditions for the land snails and slugs.

6. Mount Kaputar high elevation and dry rainforest land snail and slug community in the Nandewar and Brigalow Belt South Bioregions has a highly restricted geographic distribution. Whilst it is known from areas of elevation higher than 1000 m in the Mount Kaputar area, the community also has a limited occurrence outside this high elevation area, occurring in dry rainforest in topographic micro-climatic refugia at lower elevations in the Mount Kaputar area down to 500 m. The extent of occurrence (EOO) is estimated to be between 1700 – 2300 km<sup>2</sup>, and is based on a minimum convex polygon enclosing all likely occurrences of the community, the method of assessment recommended by IUCN (2011). This estimate included likely occurrences in the Mount Kaputar area within Mount Kaputar National Park, all areas above 1000 m altitude in the vicinity of Mount Kaputar, and all areas >500 m altitude in the surrounding area (thought to encompass all or most areas of the dry rainforest habitat in the Mt Kaputar area). The area of occupancy (AOO) is 392 km<sup>2</sup>, based on 98 2x2 km grid cells over known areas of the community's habitat, the scale recommended for assessing area of occupancy by IUCN (2011). It includes all areas higher than 1000 m elevation in the Mount Kaputar area, and those known areas of dry rainforest outside the 1000 m elevation area. This may slightly underestimate AOO if there are additional small patches of dry rainforest habitat scattered in the Mount Kaputar area down to about 500 m. The total dry rainforest habitat is highly fragmented and thought to total less than 100 ha.
7. Mount Kaputar high elevation and dry rainforest land snail and slug community in the Nandewar and Brigalow Belt South Bioregions is threatened by anthropogenic climate change. Laurance *et al.* (2011) highlighted restricted mountain ecosystems as inherently susceptible to climate change because of their often narrow environmental envelope, geographically restricted distribution and proximity to climatic thresholds. Many Australian land snail and slug species are known to be narrow-range endemics, which is attributed to their limited ability to disperse in combination with comparatively low ecological tolerance (F. Köhler pers. comm. Nov. 2011). The endemic species that are restricted to the moist refugia of higher elevations in the Mount Kaputar area are of particular concern. These species have evolved from lowland ancestors and have been isolated in an otherwise snail-hostile environment as conditions began to dry (J. Stanisc pers. comm. Nov. 2011). As a result they are acutely susceptible to the modifications in habitat structure and distribution that are likely to occur in the future (e.g. changed fire regime, altered rainfall patterns and temperatures; F. Köhler pers. comm. Nov. 2011). 'Anthropogenic Climate Change' is listed as a Key Threatening Process under the Threatened Species Conservation Act 1995.
8. Mount Kaputar high elevation and dry rainforest land snail and slug community in the Nandewar and Brigalow Belt South Bioregions is also threatened by the invasion and establishment of exotic species, such as feral pigs (*Sus scrofa*) and Black Rats (*Rattus rattus*) (J. Stanisc pers. comm. Nov. 2011). Feral pigs, in particular, cause habitat disturbance when digging-up soil and leaf litter, trampling vegetation, and turning over logs and rocks. Feral pigs significantly reduce litter cover on forest floors and can be responsible for short-term and long-term reductions in the density of macroinvertebrates (Taylor *et al.* 2011). 'Predation, habitat degradation, competition and disease transmission by Feral Pigs, *Sus scrofa* Linnaeus 1758' is listed as a Key Threatening Process under the Threatened Species Conservation Act 1995.
9. Mount Kaputar high elevation and dry rainforest land snail and slug community in the Nandewar and Brigalow Belt South Bioregions is not eligible to be listed as a Critically Endangered Ecological Community.
10. Mount Kaputar high elevation and dry rainforest land snail and slug community in the Nandewar and Brigalow Belt South Bioregions is eligible to be listed as an Endangered Ecological Community as, in the opinion of the Scientific Committee, it is facing a very high risk of extinction in New South Wales in the immediate future, as determined in accordance with the following criteria as prescribed by the Threatened Species Conservation Regulation 2010:

**Clause 18 Restricted geographic distribution of the ecological community**

The ecological community's geographic distribution is estimated or inferred to be:

- (b) highly restricted,

and the nature of its distribution makes it likely that the action of a threatening process could cause it to decline or degrade in extent or ecological function over a time span appropriate to the life cycle and habitat characteristics of the ecological community's component species.

**Clause 19 Reduction in ecological function of the ecological community**

The ecological community has undergone, is observed, estimated, inferred or reasonably suspected to have undergone or is likely to undergo within a time span appropriate to the life cycle and habitat characteristics of its component species:

- (b) a large reduction in ecological function,

as indicated by any of the following:

- (e) change in species composition,
- (f) disruption of ecological processes,
- (g) invasion and establishment of exotic species,
- (h) degradation of habitat.

Associate Professor MICHELLE LEISHMAN,  
Chairperson,  
Scientific Committee

**References:**

- Curran TJ, Clarke PJ and Bruhl JJ (2008) A broad typology of dry rainforests on the western slopes of New South Wales. *Cunninghamia* **10**, 381-405.
- Hunter JT, Alexander J (2000) Vegetation and floristics of Mt Kaputar National Park (Central and Northern portions). Unpublished report to NSW National Parks and Wildlife Service.
- IUCN Standards and Petitions Subcommittee (2011) 'Guidelines for Using the IUCN Red List Categories and Criteria Version 9.0.' Prepared by the Standards and Petitions Subcommittee in September 2011. (<http://www.iucnredlist.org/documents/RedListGuidelines.pdf>).
- Keith, D. (2004). 'Ocean Shores to Desert Sands. The native vegetation of New South Wales and the ACT'. Department of Environment & Conservation, Hurstville, NSW.
- Laurance WF, Dell B, Turton S, Lawes MJ, Hutley LB, McCallum H, Dale P, Bird M, Hardy G, Prideaux G, Gawne B, McMahon CR, Yu R, Hero J-M, Schwarzkopf L, Krockenberger A, Setterfield SA, Douglas M, Silvester E, Mahony M, Vella K, Saikia U, Wahren C-H, Xu Z, Smith B, Cocklin, C (2011) The 10 Australian ecosystems most vulnerable to tipping points. *Biological Conservation* **144**, 1472-1480.
- Porteners MF (1997) Vegetation Survey of Sub-Alpine Communities in Mt Kaputar National Park. Unpublished Report for the NSW National Parks and Wildlife Service.
- Porteners MF (1998) Vegetation Survey of Mt Kaputar National Park (Southern Portion). Unpublished report to NSW National Parks and Wildlife Service.
- Taylor DL, Leung LK-P, Gordon IJ (2011) The impact of feral pigs (*Sus scrofa*) on an Australian lowland tropical rainforest. *Wildlife Research* **38**, 437-445.



New South Wales

## Notice of Determination

under the

Threatened Species Conservation Act 1995

The Scientific Committee established under the *Threatened Species Conservation Act 1995* (*the Act*) has made a determination to amend the descriptions of certain species and threatening processes referred to in paragraphs (a)–(e) below pursuant to section 36A (1) (b) of the Act (being amendments that are necessary or desirable to correct minor errors).

- (a) Part 1 of Schedule 1 to the Act is amended by omitting the following from under the heading **Plants**:

Calomniaccae

and by inserting instead:

Calomniaceae

- (b) Part 4 of Schedule 1 to the Act is amended by omitting the following from the matter relating to Curculionidae (under the headings **Animals**, **Invertebrates**, **Arthropoda**, **Insecta** and **Coleoptera**):

*Hybomorphus melanosomus* (Saunders & Jekel, 1885)

and by inserting instead:

*Hybomorphus melanosomus* (Saunders & Jekel, 1855)

- (c) Part 1 of Schedule 1A to the Act is amended by omitting the following from the matter relating to *Gentiana wingecarribiensis* L. Adams in the matter relating to Gentianaceae (under the heading **Plants**):

Wingecaribee Gentian

and by inserting instead:

Wingecarribee Gentian



Notice of Determination [NSW]

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- (d) Part 1 of Schedule 2 to the Act is amended as follows:
- (i) by omitting the following from the matter relating to Pygopodidae (under the headings **Animals**, **Vertebrates** and **Reptiles**):
- \* *Delma impar* Fischer, 1882
- and by inserting instead:
- \* *Delma impar* (Fischer, 1882)
- (ii) by omitting the following from the matter relating to Meliphagidae (under the headings **Animals**, **Vertebrates** and **Birds**):
- Epthianura albifrons* (Jardine & Selby, 1823)
- and by inserting instead:
- Epthianura albifrons* (Jardine & Selby, 1828)
- (iii) by omitting the following from the matter relating to Otariidae (under the headings **Animals**, **Vertebrates** and **Marine Mammals**):
- Arctocephalus pusillus doriferus* (Jones, 1925)
- and by inserting instead:
- Arctocephalus pusillus doriferus* Jones, 1925
- (e) Schedule 3 to the Act is amended by omitting the following:
- Invasion of native plant communities by African Olive *Olea europaea*  
L. subsp. *cuspidata* (Wall ex G. Don Cirferri)
- and by inserting instead:
- Invasion of native plant communities by African Olive *Olea europaea*  
subsp. *cuspidata* (Wall. ex G. Don) Cif.

This Notice commences on the day on which it is published in the Gazette.

Dated, this 10th day of December 2013.

Associate Professor Michelle Leishman  
Chairperson of the Scientific Committee

#### **Copies of determination and reasons**

Copies of the determination and the reasons for it are available to members of the public (free of charge) as follows:

- (a) on the Internet at [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au),



Notice of Determination [NSW]

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- (b) by contacting the Scientific Committee Unit, by post C/- Office of Environment and Heritage, PO Box 1967, Hurstville BC NSW 1481, by telephone (02) 9585 6940 or by facsimile (02) 9585 6606,
- (c) in person at the Office of Environment and Heritage Information Centre, Level 14, 59–61 Goulburn Street, Sydney.

# OFFICIAL NOTICES

## Appointments

### ABORIGINAL LAND RIGHTS ACT 1983

#### NOTICE

I, the Honourable Victor Dominello, M.P., Minister for Aboriginal Affairs, following approval 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 David LOMBE as Administrator to the Gandangara Local Aboriginal Land Council until 19 March 2014. During the period of his appointment, the Administrator will have all of the functions of the Gandangara Local Aboriginal Land Council excepting those functions specified under sections 52 (2) (g) and 52 (4) (b) of the Aboriginal Land Rights Act 1983 and any other duties as specified by the instrument of appointment. The Administrator's remuneration and expenses are not to exceed \$180,000 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 17th day of December 2013.

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

GOD SAVE THE QUEEN!

Department of Premier and Cabinet, Sydney  
17 December 2013

### CONSTITUTION ACT 1902

Ministerial Arrangements during the Absence  
from Duty of the Premier  
and Minister for Western Sydney

PURSUANT to section 36 of the Constitution Act 1902, Her Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable A. J. STONER, M.P., Deputy Premier, Minister for Trade and Investment and Minister for Regional Infrastructure and Services, to act for and on behalf of the Premier, that the Honourable V. M. DOMINELLO, M.P., Minister for Citizenship and Communities and Minister for Aboriginal Affairs, to act for and on behalf of the Minister for Western Sydney, as on and from 5 January 2014 and that the Honourable A. L. AYRES, M.P., Minister for Fair Trading and Minister Assisting the Premier on Western Sydney, to act for and on behalf of the Minister for Western Sydney, as on and from 13 January 2014, with a view to them performing the duties of the offices of the Premier and Minister for Western Sydney respectively during my absence from duty.

BARRY O'FARRELL, M.P.,  
Premier

Department of Premier and Cabinet, Sydney  
18 December 2013

### CONSTITUTION ACT 1902

Ministerial Arrangements During the Absence of the  
Minister for Sport and Recreation

PURSUANT to section 36 of the Constitution Act 1902, Her Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable G. SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, to act for and on behalf of the Minister for Sport and Recreation, on and from 13 January 2014, with a view to his performing the duties of the Honourable G. C. Upton, M.P., during her absence from duty.

BARRY O'FARRELL, M.P.,  
Premier

Department of Premier and Cabinet, Sydney  
18 December 2013

### CONSTITUTION ACT 1902

Ministerial Arrangements During the Absence of the  
Minister for Education

PURSUANT to section 36 of the Constitution Act 1902, Her Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable V. M. DOMINELLO, M.P., Minister for Citizenship and Communities and Minister for Aboriginal Affairs to act for and on behalf of the Minister for Education from 15 January 2014, with a view to his performing the duties of the Honourable A. Piccoli, M.P., during his absence from duty.

BARRY O'FARRELL, M.P.,  
Premier

Department of Premier and Cabinet, Sydney  
18 December 2013

### CONSTITUTION ACT 1902

Ministerial Arrangements during the Absence of the  
Attorney General and Minister for Justice

PURSUANT to section 36 of the Constitution Act 1902, Her Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable M. J. GALLACHER, M.L.C., Minister for Police and Emergency Services, Minister for the Hunter and Vice-President of the Executive Council to act for and on behalf of the Minister for Justice from 28 December 2013, with a view to his performing the duties of the Honourable G. E. Smith, M.P., during his absence from duty.

BARRY O'FARRELL, M.P.,  
Premier

**FAIR TRADING ACT 1987**

Products Safety Committee  
Appointment of Members

PURSUANT to section 24 of the Fair Trading Act 1987 and Schedule 4 thereto, I hereby appoint the following members to the Products Safety Committee:

- Ms Lynne BILSTON;
- Mr Antonio BONACRUZ;
- Ms Christine ERSKINE;
- Ms Tonia GODHARD;
- Mr Duncan MCRAE;
- Mr Varant MEGUERDITCHIAN;
- Ms Rebecca MITCHELL;
- Ms Claire MONGER; and
- Mr Stephen WINTERS.

This appointment is made for a period commencing on 1 December 2013 and concluding on 1 May 2015.

Dated this 10th day of December 2013.

STUART AYERS, M.P.,  
Minister for Fair Trading  
and Minister Assisting the Premier on Western Sydney

**MOREE AND DISTRICT WAR MEMORIAL  
EDUCATION CENTRE ACT 1962**

Appointment of New Trustees

HER Excellency the Governor, with the advice of the Executive Council and pursuant to section 6 of the Moree and District War Memorial Education Centre Act 1962, has approved the appointment of the three (3) new Trustees, namely the Director, Public Schools NSW, Barwon Network of the Department of Education and Communities; the Chairperson of the Moree Regional Public Library Committee and the Mayor of Moree Plains Shire Council as an alderman of the Council.

The Hon. ADRIAN PICCOLI, M.P.,  
Minister for Education

# Roads and Maritime Services

## ROADS ACT 1993

### ORDER

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

Dated: 16 December 2013.

PETER DUNCAN,  
Chief Executive,  
Roads and Maritime Services

#### Citation

1. This Order may be cited as the Roads (Sydney Harbour Bridge Toll) Order 2014.

#### Commencement

2. This Order takes effect on 1 January 2014.

#### Repeal

3. The Roads (Sydney Harbour Bridge Toll) Order 2013 dated 28 December 2012 (published in *New South Wales Government Gazette* No. 135 of 28 December 2012, at pages 5435 to 5438, is repealed on and from 1 January 2014).

#### Tolls

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

#### ERider Periodic Toll Pass

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

#### Video Image Transactions

6. For a motor vehicle whereby no tag is detected when using the Sydney Harbour Bridge travelling in a southerly direction, then an image of the vehicle's licence plate number (LPN) is taken and either matched to a tag account or a toll notice paid by a tag account. The fee payable is the amount in schedule 6 of this Order in respect of this vehicle.

#### Charges Payable by Owner of Vehicle if Toll Not Paid

7. In accordance with clause 23 (5) of the Roads Regulation 2008, the following administrative charges are payable by the owner of a motor vehicle referred to in item 1 or 2 in Schedule 1 between the period 1 January 2014 and 31 December 2014, where:
  - (a) a first pre-penalty notice letter of demand is issued to the owner seeking recovery of the unpaid toll and relevant administrative charge **\$10.00**
  - and
  - (b) a second pre-penalty notice letter of demand is issued to the owner seeking recovery of the unpaid toll and relevant administrative charges, an administrative charge additional to the amount specified in sub-clause (a) of this clause **\$10.00**

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

### SCHEDULE 1

#### TOLLS

<i>Class of Vehicles</i>	<i>Toll</i>
1. Commencing on and including 1 January 2014, any motor vehicle, other than a vehicle referred to in item 2, 3 or 4 of this Schedule, which passes the toll point:	
(a) During an off-peak period	<b>\$2.50</b>
(b) During a peak period	<b>\$4.00</b>

- (c) During a shoulder period **\$3.00**

In this Schedule

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

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

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

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

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

2. Any motor vehicle that consists of:

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

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

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

Notes:

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

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

SCHEDULE 2

CHARGES PAYABLE TO THE RMS FOR AN ERIDER PERIODIC TOLL PASS OR TAG TOLL PASS OR TAG  
EXPIRING ON 31 MARCH 2014

<i>Date pass may first be used</i>	<i>Charge for Motor Cycle</i>
1 January 2014	\$90.00
4 January 2014	\$87.00
10 January 2014	\$79.00
17 January 2014	\$72.00
24 January 2014	\$65.00
31 January 2014	\$58.00
7 February 2014	\$51.00
14 February 2014	\$44.00
21 February 2014	\$37.00
28 February 2014	\$30.00

## SCHEDULE 3

CHARGE PAYABLE TO THE RMS FOR AN ERIDER PERIODIC TOLL PASS OR TAG TOLL PASS OR TAG  
EXPIRING ON 30 JUNE 2014

<i>Date Pass may first be used</i>	<i>Charge for Motor Cycle</i>
1 April 2014	\$90.00
4 April 2014	\$87.00
11 April 2014	\$79.00
18 April 2014	\$72.00
27 April 2014	\$65.00
2 May 2014	\$58.00
9 May 2014	\$51.00
16 May 2014	\$44.00
23 May 2014	\$37.00
30 May 2014	\$30.00

## SCHEDULE 4

CHARGE PAYABLE TO THE RMS FOR AN ERIDER PERIODIC TOLL PASS OR TAG TOLL PASS OR TAG  
EXPIRING ON 30 SEPTEMBER 2014

<i>Date pass may first be used</i>	<i>Charge for Motor Cycle</i>
1 July 2014	\$90.00
4 July 2014	\$87.00
11 July 2014	\$79.00
18 July 2014	\$72.00
25 July 2014	\$65.00
1 August 2014	\$58.00
8 August 2014	\$51.00
15 August 2014	\$44.00
22 August 2014	\$37.00
29 August 2014	\$30.00

## SCHEDULE 5

CHARGE PAYABLE TO THE RMS FOR AN ERIDER PERIODIC TOLL PASS OR TAG TOLL PASS OR TAG  
EXPIRING ON 31 DECEMBER 2014

<i>Date pass may first be used</i>	<i>Charge for Motor Cycle</i>
1 October 2014	\$90.00
4 October 2014	\$87.00
10 October 2014	\$79.00
17 October 2014	\$72.00
24 October 2014	\$65.00
31 October 2014	\$58.00
7 November 2014	\$51.00
14 November 2014	\$44.00
21 November 2014	\$37.00
28 November 2014	\$30.00

## SCHEDULE 6

CHARGE PAYABLE TO THE RMS FOR A VIDEO IMAGE MATCHING TRANSACTION

<i>Toll Road</i>	<i>Fee for LPN matching on a tag account</i>	<i>Fee for payment per toll notice with tag account</i>
Sydney Harbour Bridge	\$0.55	\$1.10

**ROAD TRANSPORT (GENERAL) ACT 2005**

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

BATHURST REGIONAL COUNCIL, pursuant to Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005, hereby amend the Class 2 B-Double Notice 2010, as published in the *NSW Government Gazette* No. 108 on 27 August 2010 at pages 4033 to 4284, as set out in the Schedule of this Notice.

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

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SCHEDULE

**1. Citation**

This Notice may be cited as the Bathurst Regional Council B-Double (Amendment) Notice No. 3/2013.

**2. Commencement**

This Notice takes effect on Tuesday, 31 December 2013.

**3. Effect**

This Notice remains in force for Tuesday, 31 December 2013 unless it is repealed earlier.

**4. Amendment**

Insert the following route for the council into the table at Appendix 1

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
25m	000	Peel Street, Bathurst	Durham Street	Morrisset Street	31 December 2013 only
25m	000	Morrisset Street, Bathurst	Peel Street	Commonwealth Street	31 December 2013 only
25m	000	Commonwealth Street, Bathurst	Morrisset Street	Durham Street	31 December 2013 only



**ROAD TRANSPORT (GENERAL) ACT 2005**

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

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

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

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SCHEDULE

**1. Citation**

This Notice is the Blayney Shire Council 19 metre B-Double Mass Limit (Amendment) Notice No. 4/2013.

**2. Commencement**

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

**3. Effect**

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

**4. Amendment**

Insert the following routes into the table at Appendix 1, under the heading Blayney Shire Council.

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
19.	41.	Neville Road, Blayney.	Hobbys Yards Road.	Mount Macquarie Road.	<ol style="list-style-type: none"> <li>1. The applicant provides and installs UHF radios (if not already installed) on school buses utilising the route, and drivers are to remain in contact with school bus drivers when operating on the route.</li> <li>2. A maximum speed limit of 60km/h apply.</li> <li>3. Access to individual properties is restricted and shall be formally assessed by Blayney Shire Council prior to approval being granted.</li> </ol>
19.	54.	Mount Macquarie Road, Balyney.	Neville Road.	Ch. 3.17 km Mount Macquarie Road.	<ol style="list-style-type: none"> <li>1. The applicant provides and installs UHF radios (if not already installed) on school buses utilising the route, and drivers are to remain in contact with school bus drivers when operating on the route.</li> <li>2. A maximum speed limit of 60km/h apply.</li> <li>3. Access to individual properties is restricted and shall be formally assessed by Blayney Shire Council prior to approval being granted.</li> </ol>

**ROAD TRANSPORT (GENERAL) ACT 2005**

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

FORBES SHIRE COUNCIL, pursuant to Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005, hereby amend the Class 2 Road Train Notice 2012, as published in the *New South Wales Government Gazette* No. 78 on 27 July 2012, at pages 3490 to 3552, as set out in the Schedule of this Notice.

BRIAN STEFFEN,  
General Manager,  
Forbes Shire Council  
(by delegation from the Minister for Roads)

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

This Notice may be cited as the Forbes Shire Council Class 2 Road Train (Amendment) Notice No. 1/2013.

**2. Commencement**

This Notice takes effect on 12 January 2014.

**3. Effect**

This Notice is in effect until 25 January 2014, unless it is repealed earlier.

**4. Amendment**

Insert the following route for the council from the table at Appendix 1 under the heading:

Part 1 – Approved 36.5 metre Road Train Routes, Forbes Shire Council.

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
36.5m.	000.	Cross Street, Forbes.	Newell Highway.	Lachlan Street.
36.5m.	000.	Lachlan Street, Forbes.	Cross Street.	Johnson Street.
36.5m.	350.	Johnson Street, Forbes.	Lachlan Street.	Farrand Street.
36.5m.	000.	Farrand Street, Forbes.	Johnson Street.	Union Street.
36.5m.	000.	Union Street, Forbes.	Farrand Street.	Blackett Street.
36.5m.	000.	Blackett Street, Forbes.	Union Street.	Calarie Road.
36.5m.	000.	Calarie Road, Forbes.	Blackett Street.	Wyndham Avenue.
36.5m.	000.	Wyndham Avenue, Forbes.	Calarie Road.	Newell Highway.

**ROAD TRANSPORT (GENERAL) ACT 2005**

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

JERILDERIE SHIRE COUNCIL, pursuant to Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005, hereby amend the Class 2 Road Train Notice 2012, as published in the *New South Wales Government Gazette* No. 78 on 27 July 2012, at pages 3490 to 3552, as set out in the Schedule of this Notice.

Dated: 17 December 2013.

CRAIG MOFFITT,  
General Manager,  
Jerilderie Shire Council  
(by delegation from the Minister for Roads)

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

This Notice may be cited as the Jerilderie Shire Council Class 2 Road Train (Amendment) Notice No. 02/2013.

**2. Commencement**

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

**3. Effect**

This Notice remains in force up to and including 31 July 2017, unless it is repealed earlier.

**4. Amendment**

Insert the following routes for the council from the table at Appendix 1 under the heading Part 1 – Approved 36.5 metre Road Train Routes, Jerilderie Shire Council.

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
36.5m.	Harris Lane, Jerilderie.	South Coree Road.	Logie Brae Road.	Seasonal from 1 November to 30 May.
36.5m.	Willows Road, Jerilderie.	Woodhams Lane.	Logie Brae Road.	Seasonal from 1 November to 30 May.

**ROAD TRANSPORT (GENERAL) ACT 2005**

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

LISMORE 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: 16 December 2013.

GARY MURPHY,  
General Manager,  
Lismore City Council  
(by delegation from the Minister for Roads)

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

This Notice may be cited as Lismore City Council 25 Metre B-Double Route Notice No. 01/2013.

**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 2005 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>
25.	Holland Street.	Bruxner Highway.	Oliver Avenue.	Entry to Holland Street via eastbound on Ballina Road only.
	Slade Street.	Holland Street.	Centenary Drive.	
	Carson Street.	Holland Street.	Centenary Drive.	
	Centenary Drive.	Lancaster Drive.	Oliver Avenue.	
	Lancaster Drive.	Centenary Drive.	Oliver Avenue.	
	Oliver Avenue.	Holland Street.	Lancaster Drive.	

**ROAD TRANSPORT (GENERAL) ACT 2005**

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

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

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

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

This Notice may be cited as the Parkes Shire Council B-Double (Amendment) Notice No. 6/2013.

**2. Effect**

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

**3. Amendment**

Delete the following routes for the council into the table at Appendix 1.

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
25m.	SR47.	London Road, Parkes.	MR61 Hartigan Avenue, Parkes.	Access to Westlime Pty Ltd, 3km south of intersection with Hartigan Avenue, Parkes.	

Insert the following routes for the council into the table at Appendix 1.

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
25m.	SR47.	London Road, Parkes.	Blaxland Street, Parkes.	Westlime Depot, London Road, Parkes.	Speed limit 80km/hr. Note: Check with Council for road closures.

**ROAD TRANSPORT (GENERAL) ACT 2005**

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

PARKES SHIRE COUNCIL, pursuant to Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005, hereby amend the Class 2 Road Train Notice 2010, as published in the *New South Wales Government Gazette* No. 78 on 27 July 2012, at pages 3490 to 3552, as set out in the Schedule of this Notice.

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

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

This Notice may be cited as the Parkes Shire Council Class 2 Road Train (Amendment) Notice No. 3/2013.

**2. Commencement**

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

**3. Effect**

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

**4. Amendment**

Delete the following routes for the council into the table at Appendix 1 under the heading:  
Part 1 – Approved 36.5 metre Road Train Routes Parkes Shire Council.

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
36.5m	SR47	London Road, Parkes	Blaxland Street, Parkes	Westlime Depot, London Road, Parkes.	Speed limit 80km/hr. No access between 8:20- 8:50am and 3:40-4:10pm on school days. Note: Check with Council for road closures.

Insert the following routes for the council into the table at Appendix 1 under the heading:  
Part 1 – Approved 36.5 metre Road Train Routes Parkes Shire Council.

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
36.5m	SR47	London Road, Parkes	Hartigan Avenue, Parkes	Access to Westlime, 3km south of Hartigan Avenue intersection, Parkes.	Speed limit 80km/hr. Note: Check with Council for road closures.

**ROAD TRANSPORT (VEHICLE AND DRIVER MANAGEMENT) ACT 2005**

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

CONARGO SHIRE COUNCIL pursuant to Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005, hereby amend the Class 2 Road Train Notice 2012, as published in the *NSW Government Gazette* No. 78 on 27 July 2012 at pages 3490 to 3552, as set out in the Schedule of this Notice.

BARRY BARLOW,  
General Manager,  
Conargo Shire Council  
(by delegation from the Minister for Roads)

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SCHEDULE

**1. Citation**

This Notice may be cited as the Conargo Shire Council Class 2 Road Train (Amendment) Notice No. 07/2013.

**2. Commencement**

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

**3. Amendment**

Delete the following route for the council from the table at Appendix 1 under the heading:  
Part 1 – Approved 36.5 metre Road Train Routes Conargo Shire Council.

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
36.5m	MR296	Pretty Pine Road	Box Creek Bridge, 26.4km west of the Cobb Highway	Wakool Shire/Conargo Shire Boundary	



**ROAD TRANSPORT (VEHICLE AND DRIVER MANAGEMENT) ACT 2005**

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

NEWCASTLE CITY COUNCIL, pursuant to Clause 20 of the Road Transport (Vehicle and Driver Management) Act 2005, hereby amend the Class 2 B-Double Notice 2010, as published in the *New South Wales Government Gazette* No. 108 on 27 August 2010, at pages 4033 to 4284, as set out in the Schedule of this notice.

Dated: 16 December 2013.

JOHN JOHNSTON,  
for the General Manager,  
Newcastle Council  
(by delegation from the Minister for Roads)

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

This Notice may be cited as Newcastle City Council Class 2 B-Double Route Notice No. 2/2013.

**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 Class 2 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. Route**

Insert the following routes into the Table at Appendix 1 under the heading Newcastle Council.

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
25.	Shamrock Street, Hexham.	Maitland Road (HW10).	Shell Facility entrance (130 metres west of Maitland Road).

**ROAD TRANSPORT (VEHICLE AND DRIVER MANAGEMENT) ACT 2005**

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

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

LOTTA JACKSON,  
General Manager,  
Tenterfield Shire Council  
(by delegation from the Minister for Roads)

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

This Notice may be cited as the Tenterfield Shire Council B-Double (Amendment) Notice No. 1/2013.

**2. Commencement**

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

**3. Effect**

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

**4. Amendment**

Insert the following route for the council into the table at Appendix 1.

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
26m.	2055.	Clifton Street.	New England Highway.	Scrub Road.
26m.	7024.	Scrub Road.	Clifton Street.	State Forest Grid.

**ROAD TRANSPORT (VEHICLE AND DRIVER MANAGEMENT) ACT 2005**

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

URALLA SHIRE COUNCIL, pursuant to Clause 25 of the Road Transport (Mass, Loading and Access) Regulation 2005, hereby amend the 4.6 metre High Vehicle Notice 2013, as published in *New South Wales Government Gazette* No. 130 on 21 December 2012, at pages 5109 to 5206, as set out in the Schedule of this Notice.

THOMAS PATRICK O'CONNOR,  
General Manager,  
Uralla Shire Council  
(by delegation from the Minister for Roads)

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

This Notice is the Uralla Shire Council 4.6 metre High Vehicle (Amendment) Notice No. 1/2013.

**2. Commencement**

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

**3. Effect**

This Notice remains in force up to and including 31 December 2017, unless it is repealed earlier.

**4. Amendment**

Insert the following routes into the table at Appendix 1 under the heading Uralla Shire Council.

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
4.6m.	Gostwyck Road.	East Street.	Mihi Road.
4.6m.	Dog Trap Road.	Gostwyck Road.	
4.6m.	Mihi Road.	Gostwyck Road.	Enmore Road.
4.6m.	Enmore Road.		
4.6m.	Gwydir River Road.	Torryburn Road.	Thunderbolts Way.
4.6m.	Hardens Road.	Gwydir River Road.	Old Kingstown Road.
4.6m.	Stony Batter – Fairfield Loop.	Gwydir River Road.	

**ROAD TRANSPORT (VEHICLE AND DRIVER MANAGEMENT) ACT 2005**

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

WYONG COUNCIL, pursuant to Clause 20 of the Road Transport (Vehicle and Driver Management) Act 2005, hereby amend the Class 2 B-Double Notice 2010, as published in the *New South Wales Government Gazette* No. 108 on 27 August 2010, at pages 4033 to 4284, as set out in the Schedule of this notice.

Dated: 11 December 2013.

MICHAEL WHITTAKER,  
General Manager,  
Wyang Council  
(by delegation from the Minister for Roads)

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

This Notice may be cited as Wyong Council Class 2 B-Double Route Notice No. 1/2013.

**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 Class 2 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. Route**

Insert the following routes into the Table at Appendix 1 under the heading Wyong Council.

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
25.	Mildon Road, Tuggerah.	Pacific Highway (HW10).	Gavenlock Road.
25.	Tindal Road, Tuggerah.	Mildon Road.	Entire length.

## ROADS ACT 1993

Notice of Dedication of Land as Public Road at Granville in the Parramatta City Council area

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

T D Craig  
Manager, Compulsory Acquisition & Road Dedication  
Roads and Maritime Services

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SCHEDULE

ALL those pieces or parcels of land situated in the Parramatta City Council area, Parish of Liberty Plains and County of Cumberland, shown as:

<u>Description</u>	<u>Title Particulars</u>
Lot 5 Deposited Plan 108350	Certificate of Title Volume 6051 Folio 112
Lot 8 Deposited Plan 108350	Certificates of Title: Volume 5861 Folio 196; and Volume 5957 Folio 105
Lot 1 Deposited Plan 224003	Deed of Conveyance No. 852 Book 2832
Lot 4 Deposited Plan 224003	
Lot 2 Deposited Plan 224003	Deed of Conveyance No. 889 Book 2892
That part of Lot 5 Deposited Plan 224003 exclusive of that part of the said Lot which vested as public road on 31 August 1966 (as described in Deed of Conveyance and Release Book 2943 No 234) and being part of the land conveyed to the Commissioner for Main Roads by Deed of Conveyance Book 2892 No 889.	Deed of Conveyance No. 889 Book 2892
Lot 3 Deposited Plan 224003	Deed of Conveyance No. 741 Book 2726
Lot 6 Deposited Plan 224003	
Lot 7 Deposited Plan 224003	Deed of Conveyance No. 948 Book 2776
The area of ¼ perch shown on Deposited Plan 108350 to have been part of land in Deed of Conveyance Book 1717 No 930 ( held in the name of the Executor the the Estate of the Late Margaret E Gwilliam)	Part of the area of 9 ¾ perches resumed and vested in the Commissioner for Main Roads by notification in Government Gazette No 63 dated 14 April 1950, pages 1022 and 1023
Lot 8 Deposited Plan 224003	Deed of Conveyance No. 361 Book 2871
Lot 9 Deposited Plan 224003	Deed of Conveyance No. 540 Book 2890
Lot 10 Deposited Plan 224003	Certificate of Title Volume 3285 Folio 236
Lot 11 Deposited Plan 224003	Deed of Conveyance No. 773 Book 2837
Lot 14 Deposited Plan 224003	
Lot 12 Deposited Plan 224003	Deed of Conveyance No. 370 Book 2991
Lot 15 Deposited Plan 224003	
Lot 13 Deposited Plan 224003	Deed of Conveyance No. 628 Book 2734
Lot 16 Deposited Plan 224003	
Lot 1 Deposited Plan 232854	Deed of Conveyance No. 418 Book 2916

(RMS Papers: 8M4745; RO 354.12247)

**ROADS ACT 1993**

Order - Section 31

Fixing or Varying of Levels of part of South Gundurimba Road - Main Road 148, Coraki in the Richmond Valley Council area

Roads and Maritime Services, by this Order under section 31 of the Roads Act 1993, fixes or varies the levels of part of South Gundurimba Road from the northern abutment of Glebe Bridge, Coraki for a chainage of 80 metres west toward Coraki as shown on Roads and Maritime Services plan No DS2013/000765.

Mr John Alexander  
Regional Manager Northern  
Roads and Maritime Services  
31 Victoria Street, Grafton NSW 2460

(RMS Papers: SF2013/184240/1; RO PMA108345.02)

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

Notice of Compulsory Acquisition of Land at Central Tilba in the Eurobodalla Shire Council area

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

T D Craig  
Manager, Compulsory Acquisition & Road Dedication  
Roads and Maritime Services

**SCHEDULE**

ALL those pieces or parcels of land situated in the Eurobodalla Shire Council area, Parish of Narooma and County of Dampier, shown as Lots 1, 2 and 3 Deposited Plan 1129478, being the whole of the land in Certificate of Title Auto Consol 5128-184.

The land is said to be in the possession of Emily Isobel Latimer and Alfred Hibel Mead.

(RMS Papers: SF2013/95634; RO SF2013/83505)

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

Notice of Compulsory Acquisition and Dedication as Public Road of Land at Boomi in the Moree Plains Shire Council area

Roads and Maritime Services by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the schedule below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Roads Act 1993 and further dedicates the land as public road under Section 10 of the Roads Act 1993.

T D Craig  
Manager, Compulsory Acquisition & Road Dedication  
Roads and Maritime Services

**SCHEDULE**

ALL that piece or parcel of Crown land situated in the Moree Plains Shire Council area, Parish of Boonangar and County of Benarba, shown as Lot 4 Deposited Plan 1151323, being part of the land in Certificate of Title 33/750428, being also part of the land in Travelling Stock Reserve No 2798 notified in the Government Gazette of 11 December 1886, folio 8509.

The land is said to be in the possession of the Crown and North West Livestock Health and Pest Authority.

(RMS Papers: SF2013/137939; RO 291.1211)

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

Notice of Compulsory Acquisition of land at Binda in  
the Upper Lachlan Shire Council area

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

T D Craig  
Manager, Compulsory Acquisition & Road Dedication  
Roads and Maritime Services

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**SCHEDULE**

ALL those pieces or parcels of Crown land situated in  
the Upper Lachlan Shire Council area, Parish of Binda  
and County of Georgiana shown as:

Lot 14 Deposited Plan 1186476, being part of the land  
in Certificate of Title 7307/1140304; and

Lot 15 Deposited Plan 1186476, being part of the land  
in Certificate of Title 7306/1140304.

(RMS Papers: SF2013/148275; RO SF2012/59748)



## Department of Trade and Investment, Regional Infrastructure and Services

### MINERALS

NOTICE is given that the following applications have been received:

#### EXPLORATION LICENCE APPLICATIONS

(T13-1208)

No. 4946, MINGS MINING RESOURCES PTY LTD (ACN 151 429 097), area of 276 units, for Group 1, dated 12 December 2013. (Cobar Mining Division).

(T13-1209)

No. 4947, MINGS MINING RESOURCES PTY LTD (ACN 151 429 097), area of 135 units, for Group 1, dated 12 December 2013. (Cobar Mining Division).

(T13-1210)

No. 4948, MINGS MINING RESOURCES PTY LTD (ACN 151 429 097), area of 257 units, for Group 1, dated 12 December 2013. (Cobar Mining Division).

(T13-1211)

No. 4949, MINGS MINING RESOURCES PTY LTD (ACN 151 429 097), area of 223 units, for Group 1, dated 12 December 2013. (Orange Mining Division).

(T13-1212)

No. 4950, MINGS MINING RESOURCES PTY LTD (ACN 151 429 097), area of 89 units, for Group 1, dated 12 December 2013. (Cobar Mining Division).

#### MINING LEASE APPLICATIONS

(13-3950)

No. 464, BOGGABRI COAL PTY LIMITED (ACN 122 087 398), area of about 202.5 hectares, to mine for coal, dated 28 November 2013. (Armidale Mining Division).

(T13-1604)

No. 466, CIM STRATFORD PTY LTD (ACN 070 387 914) AND GLOUCESTER COAL LTD (ACN 008 881 712), area of about 84.67 hectares, to mine for coal, dated 11 December 2013. (Singleton Mining Division).

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

NOTICE is given that the following application has been granted:

#### EXPLORATION LICENCE APPLICATION

(T13-1120)

No. 4858, now Exploration Licence No. 8211, PEEL GOLD NORTH PTY LTD (ACN 166 296 046), Counties of Burnett and Murchison, Map Sheet (9038), area of 100 units, for Group 1, dated 11 December 2013, for a term until 11 December 2016.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

NOTICE is given that the following applications have been withdrawn:

#### EXPLORATION LICENCE APPLICATIONS

(T13-1128)

No. 4866, AUSNICO LIMITED (ACN 122 957 322), County of Dudley, Map Sheet (9336). Withdrawal took effect on 4 November 2013.

(T13-1194)

No. 4933, HETHERINGTON EXPLORATION & MINING TITLE SERVICES (ACN 003 122 996), County of Canbelego and County of Cowper, Map Sheet (8135, 8136, 8235, 8236). Withdrawal took effect on 13 December 2013.

(T13-1195)

No. 4934, HETHERINGTON EXPLORATION & MINING TITLE SERVICES (ACN 003 122 996), County of Cowper, County of Robinson and County of Yanda, Map Sheet (8035, 8135). Withdrawal took effect on 13 December 2013.

(T13-1196)

No. 4935, HETHERINGTON EXPLORATION & MINING TITLE SERVICES (ACN 003 122 996), County of Mouramba and County of Robinson, Map Sheet (7935, 8033, 8034, 8035, 8133, 8134). Withdrawal took effect on 13 December 2013.

(T13-1197)

No. 4936, HETHERINGTON EXPLORATION & MINING TITLE SERVICES (ACN 003 122 996), County of Blaxland, County of Cunningham and County of Dowling, Map Sheet (8131, 8132, 8231, 8232). Withdrawal took effect on 13 December 2013.

(T13-1198)

No. 4937, HETHERINGTON EXPLORATION & MINING TITLE SERVICES (ACN 003 122 996), County of Blaxland, Map Sheet (8031, 8032). Withdrawal took effect on 13 December 2013.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

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

(13-4060)

Authorisation No. 450, SAXONVALE COAL PTY LIMITED (ACN 003 526 467), area of 648 hectares. Application for renewal received 13 December 2013.

(13-3736)

Exploration Licence No. 5801, NORTH MINING LIMITED (ACN 000 081 434), area of 170 units. Application for renewal received 17 December 2013.

(07-0185)

Exploration Licence No. 6985, MINERALS AUSTRALIA PTY LTD (ACN 124 475 538), area of 49 units. Application for renewal received 10 December 2013.

(13-4071)

Exploration Licence No. 6996, HILL END GOLD LIMITED (ACN 072 692 365), area of 48 units. Application for renewal received 16 December 2013.

(T11-0144)

Exploration Licence No. 7876, SUMITOMO METAL MINING OCEANIA PTY LTD (ACN 059 761 125), area of 112 units. Application for renewal received 17 December 2013.

(T86-0554)

Mining Lease No. 1340 (Act 1992), AUSTRALIAN DOLOMITE COMPANY PTY LIMITED (ACN 000 810 551), area of 1.595 hectares. Application for renewal received 16 December 2013.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

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### RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(T01-0173)

Mining Claim Converted To Lease No. 279 (Act 1992), CHALLENGER MINES PTY LTD (ACN 090 166 528), Parish of Califat, County of Wynyard, Map Sheet (8527-3-N), area of 1.8 hectares, for a further term until 27 September 2019. Renewal effective on and from 22 November 2013.

(T01-0174)

Mining Claim Converted To Lease No. 280 (Act 1992), CHALLENGER MINES PTY LTD (ACN 090 166 528), Parish of Adelong, County of Wynyard, Map Sheet (8527-3-N), area of 2 hectares, for a further term until 27 September 2013. Renewal effective on and from 22 November 2013.

(T01-0175)

Mining Claim Converted To Lease No. 281 (Act 1992), CHALLENGER MINES PTY LTD (ACN 090 166 528), Parish of Adelong, County of Wynyard, Map Sheet (8527-3-N), area of 2 hectares, for a further term until 27 September 2019. Renewal effective on and from 22 November 2013.

(T01-0176)

Mining Claim Converted To Lease No. 282 (Act 1992), CHALLENGER MINES PTY LTD (ACN 090 166 528), Parish of Califat, County of Wynyard, Map Sheet (8527-3-N), area of 2 hectares, for a further term until 27 September 2019. Renewal effective on and from 22 November 2013.

(T01-0177)

Mining Claim Converted To Lease No. 283 (Act 1992), CHALLENGER MINES PTY LTD (ACN 090 166 528), Parish of Califat, County of Wynyard, Map Sheet (8527-3-N), area of 2 hectares, for a further term until 27 September 2019. Renewal effective on and from 22 November 2013.

(T01-0178)

Mining Claim Converted To Lease No. 284 (Act 1992), CHALLENGER MINES PTY LTD (ACN 090 166 528), Parish of Califat, County of Wynyard, Map Sheet (8527-3-N), area of 1.6 hectares, for a further term until 27 September 2019. Renewal effective on and from 22 November 2013.

(T01-0179)

Mining Claim Converted To Lease No. 285 (Act 1992), CHALLENGER MINES PTY LTD (ACN 090 166 528), Parish of Califat, County of Wynyard, Map Sheet (8527-3-N), area of 1.6 hectares, for a further term until 27 September 2019. Renewal effective on and from 22 November 2013.

(T02-0005)

Mining Claim Converted To Lease No. 311 (Act 1992), CHALLENGER MINES PTY LTD (ACN 090 166 528), Parish of Adelong, County of Wynyard, Map Sheet (8527-3-N), area of 1.86 hectares, for a further term until 27 September 2019. Renewal effective on and from 22 November 2013.

(T02-0006)

Mining Claim Converted To Lease No. 312 (Act 1992), CHALLENGER MINES PTY LTD (ACN 090 166 528), Parish of Adelong, County of Wynyard, Map Sheet (8527-3-N), area of 1.83 hectares, for a further term until 27 September 2019. Renewal effective on and from 22 November 2013.

(T02-0004)

Mining Claim Converted To Lease No. 313 (Act 1992), CHALLENGER MINES PTY LTD (ACN 090 166 528), Parish of Adelong, County of Wynyard, Map Sheet (8527-3-N), area of 1.98 hectares, for a further term until 27 September 2019. Renewal effective on and from 22 November 2013.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

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### REFUSAL OF APPLICATION FOR RENEWAL

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

(12-0334)

Exploration Licence No. 3325, CLUFF MINERALS (AUST) PTY LTD (ACN 002 091 330), County of Murchison, Map Sheet (8938, 9038), area of 7 units. The authority ceased to have effect on 16 December 2013.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

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NOTICE is given that the following application has been received:

### REQUEST FOR CANCELLATION OF AUTHORITY

(T12-1124)

Exploration Licence No. 8012, SOC1 PTY LTD, (ACN 158 330 646), County of Hawes and Parry, area of 100 units. Application for Cancellation was received on 17 December 2013

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

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### ERRATUM

THE following notice, which was originally published in *New South Wales Government Gazette* dated 22 November 2013, contained a typographical error. The amended notice is hereby republished in full. However, the original publication date of 22 November 2013 remains valid.

**REQUEST FOR PART CANCELLATION OF  
AUTHORITY**

(12/5786)

Exploration Licence No. 6363, PLATSEARCH NL, (ACN003 254 395) and EAGLEHAWK GEOLOGICAL CONSULTING PTY LTD (ACN 061 324 454), County of Menindee, area of 10 units.

Application for Part Cancellation was received on 11 November 2013

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

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## PRIMARY INDUSTRIES

### STOCK MEDICINES ACT 1989

#### Order

#### Revocation of Authorisations

I, ANDREW COLIN SANGER, Director, Biosecurity Compliance, with the delegated authority of the Director General of the Department of Trade and Investment, Regional Infrastructure and Services pursuant to section 64 of the Stock Medicines Act 1989 (“the Act”) and pursuant to section 48 of the Act and section 43 of the Interpretation Act 1987, hereby revoke the order authorising each of the persons specified in Column 1 of the Schedule to be an inspector under the Act, including any published such order in the New South Wales Government Gazette specified opposite in Column 2 of the Schedule, at the page specified opposite in Column 3 of the Schedule, and any order revived as a result of this revocation.

#### SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Paul John ANDERSON	No. 140 of 18/11/2013	9572
Daniel Thomas BYRNE	N/A	N/A
Roderic Jonathan HOARE	N/A	N/A
Timothy Michael JESSUP	N/A	N/A
Stuart KING	N/A	N/A
Sally SPENCE	N/A	N/A
Susan Belinda WALKER	N/A	N/A
Robert Ian WALKER	N/A	N/A
Graham Noel WILLIAMSON	N/A	N/A
Ryszard Zbigniew ZELSKI	N/A	N/A

Dated this 17th day of December 2013.

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

### STOCK MEDICINES ACT 1989

#### Order

#### Authorisation of Inspector

I, ANDREW COLIN SANGER, Director, Biosecurity Compliance, with the delegated authority of the Director General of the Department of Trade and Investment, Regional Infrastructure and Services, pursuant to section 64 of the Stock Medicines Act 1989 (“the Act”) and pursuant to section 48 of the Act, hereby authorise Geoffrey Charles CAMPBELL to be an inspector for the purposes of the Act.

Dated this 17th day of December 2013.

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

### STOCK DISEASES ACT 1923

#### Appointment of Inspector

#### Notification No. 556

I, ANDREW COLIN SANGER, Director, Biosecurity Compliance, with the delegated authority of the Director General of the Department of Trade and Investment, Regional Infrastructure and Services, pursuant to section 22C of the Stock Diseases Act 1923 (“the Act”) and pursuant to section 6 (1) of the Act, hereby appoint Geoffrey Charles CAMPBELL as an inspector for the purposes of the Act.

Dated this the 17th day of December 2013.

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

## LANDS

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

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

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Community purposes.	Dedication No.: 510024. Public Purpose: Showground. Notified: 30 November 1877. File No.: 13/03764.

**APPOINTMENT OF TRUST BOARD MEMBERS**

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Edna Joyce McLANE (re-appointment). Wayne Edward McKINNON (re-appointment). Douglas Gordon ROBERTS (re-appointment). Mavis Louise TING (new member). John Gordon MURRAY (re-appointment).	Elsmore Soldiers Memorial Hall Reserve Trust.	Reserve No.: 1005248. Public Purpose: Community purposes. Notified: 7 November 2003. File No.: AE04 R 4.

Term of Office

For a term commencing 1 January 2014 and expiring  
31 December 2018.

**DISSOLUTION OF RESERVE TRUST**

PURSUANT to section 92(3) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedule hereunder, which was established in respect of the reserve specified opposite thereto in Column 2 of the Schedule, is dissolved.

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Reserve (R88738) Reserve Trust.	Reserve No.: 88738. Public Purpose: Boy scouts. Notified: 6 October 1972. File No.: AE87 R 1.

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

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Public recreation.	Reserve No.: 88738. Public Purpose: Boy scouts. Notified: 6 October 1972. File No.: AE87 R 1.

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

**APPOINTMENT OF TRUST BOARD MEMBERS**

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Mark DAWSON (re-appointment). Gregory James MARTIN (re-appointment). Rita ENGLAND (re-appointment). Clifford John DAVIS (re-appointment). Brett Howard ENGLAND (re-appointment).	Ulamambri Public Hall Trust.	Reserve No.: 55165. Public Purpose: Public hall. Notified: 10 February 1922. File No.: DB81 R 218-003.

Term of Office

For a term commencing the date of this notice and expiring  
 19 December 2018.

**NOTICE OF PURPOSE OTHER THAN THE  
 DECLARED PURPOSE PURSUANT TO SECTION  
 34A(2) OF THE CROWN LANDS ACT 1989**

PURSUANT to section 34A(2)(b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedules, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedules.

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

SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>
Monitoring Gauges (Relevant Interest - S34A Licence - RI 514215).	Reserve No.: 56146. Public Purpose: Generally. Notified: 11 May 1923. File No.: 13/09379.

SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>
Monitoring Gauges (Relevant Interest - S34A Licence - RI 514215).	Reserve No.: 1011268. Public Purpose: Future public requirements. Notified: 3 February 2006. File No.: 13/09379.

**GOULBURN OFFICE**  
**159 Auburn Street, Goulburn NSW 2580**  
**(PO Box 2215, Dangar NSW 2309)**  
**Phone: (02) 4824 3700      Fax: (02) 4822 4287**

**NOTICE OF PURPOSE OTHER THAN THE  
DECLARED PURPOSE PURSUANT TO SECTION  
34A(2) OF THE CROWN LANDS ACT 1989**

PURSUANT to section 34A(2)(b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedules, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedules.

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

SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>
Agriculture (Relevant Interest - S34A Licence 521114).	Reserve No.: 412. Public Purpose: Marble and limestone. Notified: 16 March 1869. File No.: 13/13077.

SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>
Grazing (Relevant Interest - Section 34A Licence - RI 518026).	Reserve No.: 756672. Public Purpose: Future public requirements. Notified: 29 June 2007. File No.: 13/11982.



**GRAFTON OFFICE**  
**49-51 Victoria Street, Grafton NSW 2460**  
**(PO Box 2185, Dangar NSW 2309)**  
**Phone: 1300 886 235 Fax: (02) 6642 5375**

**ROADS ACT 1993****ORDER**

## Correction of Defective Instrument

AS per the notification of Notification of Closing of Road which appeared in *New South Wales Government Gazette* dated 4 December 2009, Folio 5961, part of the description is hereby amended. Under heading of "Description" and the heading of "Schedule" the words "Lot 2, DP 1144203"; are deleted and replaced with "Lots 1 and 2, DP 1144203".

File No.: GF05 H 625.

**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 – Kyogle; County – Rous;*  
*Land District – Casino; L.G.A. – Richmond Valley*

Road Closed: Lots 1-2, DP 1191266.

File No.: 07/3942.

## Schedule

On closing, the land within Lots 1-2, DP 1191266 remains vested in the State of New South Wales as Crown land.

## Description

*Parishes – Scott and Severn; County – Gough;*  
*Land District – Glen Innes;*  
*L.G.A. – Glen Innes Severn Shire*

Road Closed: Lots 1 and 3-4, DP 1188119.

File No.: AE06 H 447.

## Schedule

On closing, the land within Lots 1 and 3-4. DP 1188119 remains vested in the State of New South Wales as Crown land.

## Description

*Parish – Scott; County – Gough;*  
*Land District – Glen Innes;*  
*L.G.A. – Glen Innes Severn Shire*

Road Closed: Lot 2, DP 1188119.

File No.: AE06 H 447.

## Schedule

On closing, the land within Lot 2, DP 1188119 remains vested in the State of New South Wales as Crown land.

## Description

*Parish – Hogarth; County – Richmond;*  
*Land District – Casino; L.G.A. – Richmond Valley*

Road Closed: Lot 1, DP 1187979.

File No.: GF05 H 957.

## Schedule

On closing, the land within Lot 1, DP 1187979 remains vested in the State of New South Wales as Crown land.

## Description

*Parish – Moonpar; County – Fitzroy;*  
*Land District – Bellingen; L.G.A. – Clarence Valley*

Road Closed: Lot 1, DP 1190992 (subject to easement/ right of carriageway created by Deposited Plan 1190992).

File No.: 07/6228.

## Schedule

On closing, the land within Lot 1, DP 1190992 remains vested in the State of New South Wales as Crown land.

## Description

*Parish – Coraki; County – Rous;*  
*Land District – Casino; L.G.A. – Richmond Valley*

Road Closed: Lot 3, DP 1189433.

File No.: 13/10976.

## Schedule

On closing, the land within Lot 3, DP 1189433 remains vested in the State of New South Wales as Crown land.

## Description

*Parish – Goldspink; County – Wynyard;*  
*Land District – Tumbarumba; LGA – Tumbarumba*

Road Closed: Lot 1, DP 1188761.

File No.: 13/11025.

## Schedule

On closing, the land within Lot 1, DP 1188761 remains vested in the State of New South Wales as Crown land.

## Description

*Parish – Kinchela; County – Macquarie;*  
*Land District – Kempsey; L.G.A. – Kempsey*

Road Closed: Lot 1, DP 1190994.

File No.: 07/3128.

## Schedule

On closing, the land within Lot 1, DP 1190994 remains vested in the State of New South Wales as Crown land.

## Description

*Parish – Glen Innes; County – Gough;  
Land District – Glen Innes;  
L.G.A. – Glen Innes Severn Shire*

Road Closed: Lot 5, DP 1188708.

File No.: AE07 H 135.

## Schedule

On closing, the land within Lot 5, DP 1188708 remains vested in the State of New South Wales as Crown land.

## Description

*Parish – Wellington North; County – Gough;  
Land District – Glen Innes;  
L.G.A. – Glen Innes Severn Shire*

Road Closed: Lot 1, DP 1179845.

File No.: AE06 H 426.

## Schedule

On closing, the land within Lot 1, DP 1179845 remains vested in the State of New South Wales as Crown land.

## Description

*Parish – Belmore; County – Raleigh;  
Land District – Bellingen; L.G.A. – Bellingen*

Road Closed: Lot 1, DP 1190993.

File No.: 07/4446.

## Schedule

On closing, the land within Lot 1, DP 1190993 remains vested in the State of New South Wales as Crown land.

## Description

*Parishes – Wellington North and Bundar;  
County – Gough; Land District – Glen Innes;  
L.G.A. – Glen Innes Severn Shire*

Road Closed: Lot 2, DP 1179845.

File No.: AE06 H 426.

## Schedule

On closing, the land within Lot 2, DP 1179845 remains vested in the State of New South Wales as Crown land.

**NOTICE OF PURPOSE OTHER THAN THE  
DECLARED PURPOSE PURSUANT TO SECTION  
34A(2) OF THE CROWN LANDS ACT 1989**

PURSUANT to section 34A(2)(b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedules, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedules.

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

## SCHEDULE 1

## Column 1

Access (Relevant Interest).  
Landscaping (Relevant  
Interest).

## Column 2

Reserve No.: 86172.  
Public Purpose: Access and  
plantation.  
Notified: 10 February 1967.  
File No.: 07/3650.

## SCHEDULE 2

## Column 1

Grazing (Relevant Interest -  
S34A Licence - RI 521572).

## Column 2

Reserve No.: 70108.  
Public Purpose: Camping  
and travelling stock.  
Notified: 27 June 1941.  
File No.: 13/13250.

## SCHEDULE 3

## Column 1

Grazing (Relevant Interest -  
S34A Licence - RI 521572).

## Column 2

Reserve No.: 97774.  
Public Purpose: Future  
public requirements.  
Notified: 3 May 1985.  
File No.: 13/13250.

## SCHEDULE 4

## Column 1

Car Parking (Relevant  
Interest - S34A  
Licence - RI 525881).

## Column 2

Reserve No.: 88993.  
Public Purpose: Public  
recreation.  
Notified: 17 August 1973.  
File No.: 13/15688.

**PLAN OF MANAGEMENT FOR A CROWN  
RESERVE UNDER DIVISION 6 OF PART 5 OF THE  
CROWN LANDS ACT 1989 AND CROWN LANDS  
REGULATION 2006**

A draft plan of management has been prepared for Mullumbimby Showground described hereunder, which is under the trusteeship of the Mullumbimby Showground Trust.

The draft plan of management may be inspected during normal business hours at:

1. Grafton Crown Lands Office  
Department of Trade & Investment – Crown Lands  
Level 3, 49-51 Victoria Street, Grafton NSW;
2. Byron Shire Council  
Administration Centre  
70-90 Station Street, Mullumbimby NSW;
3. Trust Office  
Mullumbimby Showground  
Main Arm Road, Mullumbimby NSW.

The draft plan may also be viewed on the Crown Lands website: [www.crownland.nsw.gov.au](http://www.crownland.nsw.gov.au). It may also be viewed and submission forms downloaded from [www.mullerenterprise.com.au](http://www.mullerenterprise.com.au).

Representations in relation to the draft plan of management are invited from the public. These may be made in writing for a period of 8 weeks commencing 20 December 2013 and should be sent to Mullumbimby PoM c/- R & S Muller Enterprise, PO Box 1663, Ballina NSW 2478 or by email to [info@mullerenterprise.com.au](mailto:info@mullerenterprise.com.au).

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

## Description of Reserve

*Land District – Murwillumbah; Parish – Billinudgel;  
Local Government Area – Byron; County – Rous*

Mullumbimby Showground dedicated by notification in the *New South Wales Government Gazette* of 29 November 1929 and comprising Lot 1, DP 667917; Lot 412, DP 755687 and 7302, DP 1132677.

Location: Mullumbimby NSW.

Public Purpose: Showground.

File No.: 11/08797.

**PLANS OF MANAGEMENT FOR CROWN RESERVES UNDER DIVISION 6 OF PART 5 OF THE CROWN LANDS ACT 1989 AND CROWN LANDS REGULATION 2006**

DRAFT plans of management have been prepared for Ferry Reserve Holiday Park, Massy Greene Holiday Park, Terrace Reserve Holiday Park and Brunswick Heads Foreshore Reserves described in the Schedules hereunder, which are under the trusteeship of the NSW Crown Holiday Parks Trust (excepting Schedule 8 - Memorial Park which is under trusteeship of the Byron Shire Reserve Trust).

The draft plans of management may be inspected during normal business hours at:

1. Grafton Crown Lands Office  
Department of Trade & Investment – Crown Lands  
Level 3, 49-51 Victoria Street, Grafton NSW;
2. Byron Shire Council Chambers  
Station Street, Mullumbimby NSW;
3. Brunswick Heads Library  
Fingal Street, Brunswick Heads;
4. Ferry Reserve Holiday Park  
Riverside Crescent, Brunswick Heads;
5. Massy Greene Holiday Park  
Tweed Street, Brunswick Heads;
6. Terrace Reserve Holiday Park  
Fingal Street, Brunswick Heads.

The draft plans may also be viewed on the Crown Lands website: [www.crownland.nsw.gov.au](http://www.crownland.nsw.gov.au) and the NSW Crown Holiday Parks website: [www.nswchpt.com.au](http://www.nswchpt.com.au) and the North Coast Holiday Parks website: [www.nchp.com.au](http://www.nchp.com.au).

Representations in relation to the draft plans of management are invited from the public. These may be made in writing for a period of 60 days commencing 20 December 2013 and should be sent to the Chair, NSW Crown Holiday Parks Trust, PO Box 647, Ballina NSW 2478, or by email to [secretary@nswchpt.com.au](mailto:secretary@nswchpt.com.au).

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

## Description of Reserves

## SCHEDULE 1

*Land District – Murwillumbah; Parish – Brunswick;  
Local Government Area – Byron Shire; County – Rous*

Reserve 74701, notified in the *New South Wales Government Gazette* of 18 January 1952, comprising Lots 101 and 102, DP 851964; Lot 420, DP 804961; Lot 40, DP 1134509; Lots 11 and 10, DP 1169547 and unidentified lot.

Location: Ferry Reserve Holiday Park, Brunswick Heads.

Public Purpose: Public recreation.

File No.: 13/15894.

## SCHEDULE 2

*Land District – Murwillumbah; Parish – Brunswick;  
Local Government Area – Byron Shire; County – Rous*

Part Reserve 82999, notified in the *New South Wales Government Gazette* of 6 January 1961, comprising Part Lot 416, DP 728666; Lot 313, DP 755692; Lot 403, DP 728637; Lot 50, DP 1169550 and Lot 1, DP 1169548.

Location: The Terrace Holiday Park, Brunswick Heads.

Public Purpose: Public recreation and resting place.

File No.: 10/05985.

## SCHEDULE 3

*Land District – Murwillumbah; Parish – Brunswick;  
Local Government Area – Byron Shire; County – Rous*

Reserve 91536, notified in the *New South Wales Government Gazette* of 17 August 1979, comprising Lot 409, DP 728650 and Lot 20, DP 1169546.

Public Purpose: Caravan and Camping Park.

Reserve 1011448, notified in the *New South Wales Government Gazette* of 17 August 1979, comprising Lot 7005, DP 1113421.

Public Purpose: Future public requirements.

Location: Massy Greene Holiday Park, Brunswick Heads.

File No.: 09/19253.

## SCHEDULE 4

*Land District – Murwillumbah; Parish – Brunswick;  
Local Government Area – Byron Shire; County – Rous*

Part Reserve 82999, notified in the *New South Wales Government Gazette* of 6 January 1961, comprising Part Lot 416, DP 728666.

Location: Simpsons Creek Reserve, Brunswick Heads.

Public Purpose: Public recreation and resting place.

File No.: 13/15895.

## SCHEDULE 5

*Land District – Murwillumbah; Parish – Brunswick;  
Local Government Area – Byron Shire; County – Rous*

Part Reserve 82999, notified in the *New South Wales Government Gazette* of 6 January 1961, comprising Part Lot 416, DP 728666.

Location: Terrace Park, Brunswick Heads.

Public Purpose: Public recreation and resting place.

File No.: 13/15895.

## SCHEDULE 6

*Land District – Murwillumbah; Parish – Brunswick;  
Local Government Area – Byron Shire; County – Rous*

Reserve 82999, notified in the *New South Wales Government Gazette* of 6 January 1961, comprising Lot 408, DP 728643.

Location: Banner Park, Brunswick Heads.

Public Purpose: Public recreation and resting place.

File No.: 13/15895.

SCHEDULE 7

*Land District – Murwillumbah; Parish – Brunswick;  
Local Government Area – Byron Shire; County – Rous*

Part Reserve 82780, notified in the *New South Wales Government Gazette* of 9 September 1960, comprising Part Lot 423, DP 729272.

Location: Torakina Reserve, Brunswick Heads.

Public Purpose: Future public requirements.

File No.: 13/15895.

SCHEDULE 8

*Land District – Murwillumbah; Parish – Brunswick;  
Local Government Area – Byron Shire; County – Rous*

Reserve 80349, notified in the *New South Wales Government Gazette* of 31 January 1958, comprising Allotments 3-7, section 1, DP 758171; Lots 7302 and 7303, DP 1157622 and Lot 7007, DP 1113388.

Location: Memorial Park, Brunswick Heads.

Public Purpose: Public recreation.

File No.: 13/15895.

**ALTERATION OF CORPORATE NAME OF  
RESERVE TRUST**

PURSUANT to section 92(3)(b) of the Crown Lands Act 1989, the corporate name of the reserve trust specified in Schedule 1 hereunder, which is trustee of the reserve referred to in Schedule 2, is altered to the corporate name specified in Schedule 3.

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

SCHEDULE 1

The Australian Orthodox Home for the Aged Association Incorporated.

SCHEDULE 2

Reserve No.: 86834.

Public Purpose: Homes for the aged.

Notified: 23 August 1968.

File No.: GF89 R 66.

SCHEDULE 3

Byron Aged Care Limited.

Effective from 13 September 2013.

**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>
Michelle Frances BRINDELL (re-appointment).	Dyraaba Public Hall Reserve Trust.	Reserve No.: 58344. Public Purpose: Public hall site. Notified: 23 October 1925. File No.: GF81 R 351.
Veronica Joan WHEATLEY (re-appointment).		
Toni Lee NORTHFIELD (re-appointment).		
Dianne Margaret KING (new member).		

Term of Office

For a term commencing 30 January 2014 and expiring 29 January 2019.

SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Peter Wayne LARSEN (re-appointment).	Tuntable Creek Public Hall.	Reserve No.: 89178. Public Purpose: Public hall. Notified: 11 April 1974. File No.: GF81 R 364.
Anthony Blake RODEN (re-appointment).		
Kenneth George BUCKIE (re-appointment).		

Term of Office

For a term commencing the date of this notice and expiring 19 December 2018.

**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**

**APPOINTMENT OF TRUST BOARD MEMBERS**

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Allan EVERETT (new member).	Yanco Agricultural	Dedication No.: 559005. Public Purpose: Site for
Peter JESSOP (new member).	Institute Trust.	industrial school and experiment farm.
Anthony Francis HEFFERNAN (new member).		Notified: 21 October 1932. File No.: GH07 R 6.

Term of Office

For a term commencing the date of this notice and expiring 19 December 2018.

**MAITLAND OFFICE**  
**141 Newcastle Road, East Maitland NSW 2323**  
**(PO Box 2215, Dangar NSW 2309)**  
**Phone: (02) 1300 886 235 Fax: (02) 4934 2252**

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

PURSUANT to section 92(3)(c) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedule hereunder, is revoked 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>
Marmong Point Recreation (R68035) Reserve Trust.	Reserve No.: Part 68035. Being Lot 7308, DP 1161754; Lot 7309, DP 1161754; Lot 7310, DP 1161754 and Lot 7311, DP 1161754. Public Purpose: Public recreation. Parish: Awaba. County: Northumberland. Notified: 2 December 1938.

**APPOINTMENT OF AN ADMINISTRATOR OF A  
RESERVE TRUST**

PURSUANT to section 117 of the Crown Lands Act 1989, the person specified in Schedule 1 hereunder, is appointed to be the administrator of the reserve trust specified in Schedule 2, which is the trustee of the reserves referred to in Schedule 3, for a term of up to 6 months commencing from 16 January 2014.

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

SCHEDULE 1

Bruce NAPTHALI.

SCHEDULE 2

Sandgate Cemetery Trust.

SCHEDULE 3

R.1005308 for urban services, notified 16 January 2004.

File No.: 09/00544.

**RESERVATION OF CROWN LAND**

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Newcastle. Local Government Area: Lake Macquarie City Council. Locality: Marmong Point. Lot 401, DP No. 823128, Parish Awaba, County Northumberland. Lot 1, DP No. 1153004, Parish Awaba, County Northumberland. Lot 2, DP No. 1153004, Parish Awaba, County Northumberland. Area: About 3.219 hectares. File No.: 13/15995.	Reserve No.: 1038008. Public Purpose: Urban development.

Note: This reservation automatically revokes Lot 401, DP 823128 from Reserve 56146 generally and Reserve 1011268 for future public requirements; Lot 1, DP 1153004 from Reserve 56146 generally and Lot 2, DP 1153004 from Reserve 68035 for public recreation.



**MOREE OFFICE****Frome Street (PO Box 388), Moree NSW 2400****Phone: (02) 6752 5055 Fax: (02) 6752 1707****NOTICE OF PURPOSE OTHER THAN THE  
DECLARED PURPOSE PURSUANT TO SECTION  
34A(2) OF THE CROWN LANDS ACT 1989**

PURSUANT to section 34A(2)(b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedules, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedules.

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

**SCHEDULE 1**

<i>Column 1</i>	<i>Column 2</i>
Agriculture (Relevant Interest - S34A Licence - RI 513954).	Reserve No.: 756003. Public Purpose: Future public requirements. Notified: 29 June 2007. File No.: 13/09274.

**SCHEDULE 2**

<i>Column 1</i>	<i>Column 2</i>
Conservation (Relevant Interest - S34A Licence 523656).	Reserve No.: 96514. Public Purpose: Access. Notified: 24 December 1982. File No.: 13/14408.

**NOTICE OF ADDITIONAL PURPOSE PURSUANT  
TO SECTION 34A(2)(B) OF THE CROWN LANDS  
ACT 1989**

PURSUANT to section 34A(2)(b) of the Crown Lands Act 1989, the Crown reserves specified in Column 2 of the Schedule are to be occupied for the additional purpose specified in Column 1 of the Schedule.

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

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>
Electricity Transmission Infrastructure (Relevant Interest - S34A Licence - RI 524994).	Reserve No.: 27528. Public Purpose: Travelling stock. Notified: 16 April 1898. Reserve No.: 885. Public Purpose: Travelling stock. Notified: 8 August 1879. Reserve No.: 36444. Public Purpose: Travelling stock. Notified: 30 September 1903. Reserve No.: 27155. Public Purpose: Travelling stock. Notified: 31 December 1897. File No.: 13/15199.

**NEWCASTLE OFFICE**  
**437 Hunter Street, Newcastle NSW 2300**  
**(PO Box 2215, Dangar NSW 2309)**  
**Phone: (02) 1300 886 235 Fax: (02) 4925 3517**

**CORRECTION OF DEFECTIVE INSTRUMENT**

As per the notification of Closing of a Road which appeared in *New South Wales Government Gazette* dated 6 December 2013, Folio 5691, part of the description is hereby amended. Under the heading of "description" the words "Road Closed: Lot 1, DP 1190604 (subject to easement/right of carriageway created by Deposited Plan)" is deleted and replaced with "Road Closed: Lot 1, DP 1190604 (subject to an easement for water pipeline 5 wide created by Deposited Plan)".

Reference: 13/04138 : BA.

**NOTICE OF PUBLIC PURPOSE PURSUANT TO SECTION 34A (2) (B) OF THE CROWN LANDS ACT 1989**

PURSUANT to section 34A(2)(b) of the Crown Lands Act 1989, the Crown reserve specified in Column 1 of the Schedule is to be occupied for the additional purpose specified 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>
Reserve No.: 750851.	Communication facilities.
Public Purpose: Future public requirements.	
Notified: 29 June 2007.	
Parish: Lupton.	
County: Bourke.	

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

Road Closed: Lots 1-2, DP 1176781.

File No.: 09/11138.

Schedule

On closing, the land within Lots 1-2, DP 1176781 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Bedgerabong; County – Cunningham;*  
*Land District – Forbes; L.G.A. – Forbes*

Road Closed: Lots 57-58, DP 1171990.

File No.: 09/02981.

Schedule

On closing, the land within Lots 57-58, DP 1171990 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Bedgerabong; County – Cunningham;*  
*Land District – Forbes; L.G.A. – Forbes*

Road Closed: Lot 59, DP 1171990.

File No.: 09/02981.

Schedule

On closing, the land within Lot 59, DP 1171990 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Dixon; County – King;*  
*Land District – Gunning; L.G.A. – Upper Lachlan Shire*

Road Closed: Lot 3, DP 1190855.

File No.: 12/08558 : BA.

Schedule

On closing, the land within Lot 3, DP 1190855 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Trigalong; County – Bland;*  
*Land District – Temora; L.G.A. – Temora*

Road Closed: Lots 2-3, DP 1190604 (subject to a right of carriageway 30.175 wide created by Deposited Plan 1190604).

File No.: WA07 H 205 : BA.

Schedule

On closing, the land within Lots 2-3, DP 1190604 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Osborne; County – Bathurst;*  
*Land District – Blayney; L.G.A. – Blayney*

Road Closed: Lot 1, DP 1189169.

File No.: CL/00807.

Schedule

On closing, the land within Lot 1, DP 1189169 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Lucan; County – Bathurst;*  
*Land District – Blayney; L.G.A. – Blayney*

Road Closed: Lot 1, DP 1189103.

File No.: CL/00596.

Schedule

On closing, the land within Lot 1, DP 1189103 remains vested in the State of New South Wales as Crown land.



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

**NOTIFICATION OF CLOSING OF 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**

*Parishes – Bandulla and Ulungra;*  
*Counties – Phillip and Gowen;*  
*Land District – Dunedoo Central;*  
*L.G.A. – Gilgandra and Warrumbungle*

Road Closed: Lots 1-2, DP 1181461.

File No.: 10/08410.

**Schedule**

On closing, the land within Lots 1-2, DP 1181461 remains vested in the State of New South Wales as Crown land.

**NOTICE OF PURPOSE OTHER THAN THE  
 DECLARED PURPOSE PURSUANT TO SECTION  
 34A(2) OF THE CROWN LANDS ACT 1989**

PURSUANT to section 34A(2)(b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

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

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>
Recreation and Buffer Zone (Relevant Interest - S34A Licence 526943). Notified: 29 June 2007.	Reserve No.: 755967. Public Purpose: Future public requirements. File No.: 13/16108.

**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>
Karen Lynette JOYNES (re-appointment). Annie Elizabeth Francis RAY (re-appointment). Matthew Richard PERRY (new member). Ann FRANCE (new member).	Bermagui Flora and Fauna Reserve Trust.	Reserve No.: 88847. Public Purpose: Preservation of fauna and preservation of native flora. Notified: 16 February 1973. File No.: NA80 R 24.

**Term of Office**

For a term commencing the date of this notice and expiring 19 December 2018.

**SCHEDULE 2**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Frank Raymond IRVING (new member). Phillip Gordon MOFFITT (re-appointment). Charles BELL (re-appointment). Helen Faye SLATER (re-appointment). Barbara Lee UBRIHIEN (re-appointment). Noel Vincent WATSON (re-appointment). Stephen James BARTLETT (new member).	Bega Showground Trust.	Dedication No.: 580108. Public Purpose: Showground. Notified: 29 September 1886. File No.: NA80 R 160.

**Term of Office**

For a term commencing 23 January 2014 and expiring 22 January 2019.

**SCHEDULE 3**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Leslie George WILTON (re-appointment). Bruce Joel CUMMINGS (new member). Garry John BRUCE (re-appointment).	Bemboka Showground Trust.	Reserve No.: 40788. Public Purpose: Showground. Notified: 22 August 1906. File No.: NA84 R 35.

**Term of Office**

For a term commencing 19 December 2013 and expiring 18 December 2018.

**SCHEDULE 4**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Jane Lenore MacGREGOR (re-appointment). Keith LUCAS (re-appointment). Ronald Francis DALE (re-appointment).	Quaama Sports Ground Trust.	Dedication No.: 580101. Public Purpose: Public recreation and racecourse. Notified: 31 October 1947. File No.: NA79 R 40.

## Term of Office

For a term commencing 19 December 2013 and expiring 18 December 2018.

## SCHEDULE 5

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Peter Overgaard GERHOLT (new member). Neil Thomas DAY (re-appointment). Jocelyn Lyle McGIRR (new member). Paul Anthony WARREN (re-appointment). Trevor Reginald WALKER (new member). Stephen William ALEXANDER (new member). Neville Keith HANCHARD (new member).	Ulladulla War Memorial Trust.	Dedication No.: 580100. Public Purpose: War memorial. Notified: 2 September 1938. File No.: 09/00228.

## Term of Office

For a term commencing 30 January 2014 and expiring 29 January 2019.

**LAKE ILLAWARRA AUTHORITY ACT 1987**

## Declaration of Land to be Crown Land

EFFECTIVE from 1 January 2014, the Lake Illawarra Authority in accordance with section 19 of the Lake Illawarra Authority Act 1987, declares that the land described in Schedule 1 below is Crown land within the meaning of the Crown Lands Act 1989.

BRIAN DOOLEY,  
Executive Officer,  
Lake Illawarra Authority

## SCHEDULE 1

*Land District – Kiama;*  
*L.G.A. – Wollongong and Shellharbour;*  
*Parish – Wollongong; County – Camden*

Part of the land previously vested in fee simple in the Lake Illawarra Authority being the bed of Lake Illawarra excluding the lands listed in Schedule 2.

## SCHEDULE 2

*Land District – Kiama;*  
*L.G.A. – Wollongong and Shellharbour;*  
*Parish – Wollongong; County – Camden*

Lots 1–3, DP 1154074; Lots 100–101, DP 1159016; Lot 2, DP 1105592; Lot 1, DP 1007487; Lot 21, DP 1031766; Lot 22, DP 1031766; Lot 7002, DP 93011; Lot 1, DP 594474; Lot 110, DP 1050302 and the unsurveyed reclaimed lands depicted by yellow edging on the plans held by NSW Trade & Investment, Crown Lands as DOC13/178115.

Note: All current tenures issued by the Lake Illawarra Authority over the lands described in Schedule 1 above are hereby saved and may be dealt with by the Crown as Lessor/Licensors under such agreements from 1 January 2014.

**ADDITION TO RESERVED CROWN LAND**

EFFECTIVE from 1 January 2014 and 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 lands 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: Kiama. Local Government Area: Wollongong and Shellharbour. Locality: Lake Illawarra. The bed of Lake Illawarra previously vested in fee simple in the Lake Illawarra Authority and declared to be Crown land under section 19 of the Lake Illawarra Authority Act 1987 by notification in the <i>New South Wales Government Gazette</i> this day. File No.: 13/11786.	Crown land reserved from sale or lease generally by notification in the <i>New South Wales Government Gazette</i> of 11 May 1923, as Reserve No. 56146.  Crown land reserved for future public requirements by notification in the <i>New South Wales Government Gazette</i> of 3 February 2006, as Reserve No. 1011268.

Note: All current tenures issued by the Lake Illawarra Authority over the lands hereby reserved are saved and may be dealt with by the Crown as Lessor/Licensors under such agreements from 1 January 2014.

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

**APPOINTMENT OF TRUST BOARD MEMBERS**

PURSUANT to section 93 of the Crown Lands Act 1989, the persons whose names are specified in Column 1 of the 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>
Jeffrey Neil PILLIDGE (re-appointment). Jonathon Davied McDONALD (new member). Matthew Robert McDONALD (re-appointment). Rodney Wayne CAMPBELL (new member). Glenn Raymond CAMPBELL (re-appointment). Reginald Edgar BOYD (re-appointment).	Hampton Park Reserve Trust.	Public Park No.: 590012. Public Purpose: Park. Notified: 16 July 1904. File No.: OE81 R 14.

**Term of Office**

For a term commencing 29 January 2014 and expiring 28 January 2019.

**SCHEDULE 2**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Mathew Gibson AVEYARD (new member). John Gibson AVEYARD (new member). Terrence John GREEN (re-appointment). Peter John KELLY (new member).	Trundle Showground Trust.	Dedication No.: 590139. Public Purpose: Showground. Notified: 16 January 1931. File No.: OE80 R 280.

**Term of Office**

For a term commencing 23 January 2014 and expiring 22 January 2019.

**SCHEDULE 3**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
James Drummond RODGERS (re-appointment). Murray Neville BROWN (re-appointment). Thomas James BROWN (re-appointment). Kenneth Charles NOAKES (re-appointment).	Bedgerebong Cemetery Trust.	Dedication No.: 1004228. Public Purpose: Cemetery. Notified: 6 November 1895.  Reserve No.: 23069. Public Purpose: Plantation to cemetery. Notified: 6 November 1895. File No.: OE02 R 2.

**Term of Office**

For a term commencing the date of this notice and expiring 19 December 2018.

**SCHEDULE 4**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Paul Owen Wingate ROUT (re-appointment). Brian TISDELL (re-appointment). Linda Iris ROUT (re-appointment). Shelley Anne CLARK (re-appointment). Peter John CLIFTON (re-appointment). Lindsay Peter WOOLDRIDGE (re-appointment).	Garema Public Hall and Public Recreation Reserve Trust.	Reserve No.: 55646. Public Purpose: Public hall. Notified: 8 September 1922.  Reserve No.: 55690. Public Purpose: Public recreation. Notified: 29 September 1922. File No.: OE80 R 335-003.

**Term of Office**

For a term commencing 19 December 2013 and expiring 18 December 2018.

**SCHEDULE 5**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Suzanne UPHILL (re-appointment).	Yarrangong Reserve Trust.	Reserve No.: 1015288. Public Purpose: Environmental protection and public recreation. Notified: 19 September 2008. File No.: 13/09955.

**Term of Office**

For a term commencing the date of this notice and expiring 26 September 2018.

**DISSOLUTION OF RESERVE TRUST**

PURSUANT to section 92(3) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedules hereunder, which was established in respect of the reserve/s specified opposite thereto in Column 2 of the Schedules is dissolved.

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

**SCHEDULE 1**

<i>Column 1</i>	<i>Column 2</i>
Condobolin Swimming Pool Reserve Trust.	Reserve No.: 60153. Public Purpose: Public baths. Notified: 9 December 1927. File No.: 13/13449.

Note: Reserve 60153 was previously revoked and the land added to Reserve 86016 for camping and public recreation.

## SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>
Grenfell District Hospital Reserve Trust.	Dedication No.: 590030. Public Purpose: Hospital site. Notified: 25 March 1887. File No.: OE05 R 3.

## SCHEDULE 3

<i>Column 1</i>	<i>Column 2</i>
Parkes District Hospital Reserve Trust.	Dedication No.: 590026. Public Purpose: Hospital site. Notified: 5 May 1876. Reserve No.: 83660. Public Purpose: Hospital addition. Notified: 5 January 1962. File No.: OE05 R 3.

## SCHEDULE 4

<i>Column 1</i>	<i>Column 2</i>
Glowworm Tunnel Public Recreation (R45619) Reserve Trust.	Reserve No.: 45619. Public Purpose: Public recreation. Notified: 17 August 1910. File No.: 13/13449.

## SCHEDULE 5

<i>Column 1</i>	<i>Column 2</i>
Queen Elizabeth Public Recreation (R1000194) Reserve Trust.	Dedication No.: 1000194. Public Purpose: Public recreation. Notified: 17 April 1953. File No.: 13/13449.

## SCHEDULE 6

<i>Column 1</i>	<i>Column 2</i>
Garrynian Reserve (R.75132) Reserve Trust.	Reserve No.: 75132. Public Purpose: Resting place and public recreation. Notified: 4 July 1952. File No.: 13/13449.

## SCHEDULE 7

<i>Column 1</i>	<i>Column 2</i>
Bathurst Base Hospital Reserve Trust.	Dedication No.: 1000500. Public Purpose: Hospital site. Notified: 5 May 1876. Dedication No.: 1000501. Public Purpose: Hospital site and addition. Notified: 23 September 1881. File No.: 13/13449.

## SCHEDULE 8

<i>Column 1</i>	<i>Column 2</i>
Canowindra Soldiers Memorial Hospital Reserve Trust.	Dedication No.: 53990. Public Purpose: Hospital site. Notified: 11 June 1920. File No.: OE05 R 3.

## SCHEDULE 9

<i>Column 1</i>	<i>Column 2</i>
Cowra District Hospital Reserve Trust.	Dedication No.: 1000282. Public Purpose: Hospital. Notified: 22 March 1883. File No.: OE05 R 3.

## SCHEDULE 10

<i>Column 1</i>	<i>Column 2</i>
Molong District Hospital Reserve Trust.	Dedication No.: 1000499. Public Purpose: Hospital site. Notified: 26 March 1886. File No.: OE05 R 3.

## SCHEDULE 11

<i>Column 1</i>	<i>Column 2</i>
Orange Base Hospital Reserve Trust.	Dedication No.: 1000202. Public Purpose: Hospital. Notified: 29 September 1933. Dedication No.: 1000203. Public Purpose: Hospital site. Notified: 3 May 1865. File No.: OE05 R 3.

## SCHEDULE 12

<i>Column 1</i>	<i>Column 2</i>
Rylstone District Hospital Reserve Trust.	Reserve No.: 9804. Public Purpose: Hospital site. Notified: 28 September 1889. File No.: OE05 R 3.

**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**

**DECLARATION OF PUBLIC PURPOSE UNDER  
THE CROWN LANDS ACT 1989**

I, GEORGE SOURIS, M.P., Acting Minister for Regional Infrastructure and Services, pursuant to section 3 of the Crown Lands Act 1989, declare in relation to section 87 of that Act, "Vice Regal Residence and Executive Government Purposes" to be a public purpose for the purposes of that provision.

Dated this 20th day of December 2013.

GEORGE SOURIS, M.P.,  
Acting Minister for Regional Infrastructure  
and Services

**RESERVATION OF CROWN LAND UNDER THE  
CROWN LANDS ACT 1989**

I, GEORGE SOURIS, M.P., Acting Minister for Regional Infrastructure and Services, pursuant to section 87 of the Crown Lands Act 1989, declare that the Crown land specified in Column 1 of the Schedule below is reserved as specified opposite in Column 2 of the Schedule.

Dated this 20th day of December 2013.

GEORGE SOURIS, M.P.,  
Acting Minister for Regional Infrastructure  
and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Metropolitan.	Reserve No.: 1037869.
Local Government Area: Sydney.	Public Purpose: Vice regal residence and executive government purposes and heritage purposes.
Locality: Sydney.	
Lot/DPs: Lot 7012, DP 93649.	
<i>Column 1</i>	<i>Column 2</i>
Parish: St James.	
County: Cumberland.	
Area: About 4.26 hectares.	
File No.: 13/03688.	

**ESTABLISHMENT OF RESERVE TRUST UNDER  
THE CROWN LANDS ACT 1989**

I, GEORGE SOURIS, M.P., Acting Minister for Regional Infrastructure and Services, pursuant to section 92(1) of the Crown Lands Act 1989:

- (1) establish the reserve trust specified in Column 1 of the Schedule below and name it as described in that Column, and
- (2) appoint it as trustee of the reserve specified opposite in Column 2 of the Schedule.

Dated this 20th day of December 2013.

GEORGE SOURIS, M.P.,  
Acting Minister for Regional Infrastructure  
and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Government House Sydney Reserve Trust.	Reserve No.: 1037869. Public Purpose: Vice regal residence and executive government purposes and heritage purposes. File No.: 13/03688.

**APPOINTMENT OF ADMINISTRATOR OF  
RESERVE TRUST UNDER THE CROWN LANDS  
ACT 1989**

I, GEORGE SOURIS, M.P., Acting Minister for Regional Infrastructure and Services, pursuant to section 117 of the Crown Lands Act 1989:

- (1) appoint the person named in Column 1 of the Schedule below as administrator to manage the affairs of the reserve trust specified opposite in Column 2 of the Schedule which is the trustee of the reserve referred to in Column 3 of the Schedule, and
- (2) state that the appointment commences on the date of the publication of this instrument in the *New South Wales Government Gazette* and continues for a period of up to 12 months from that date.

Dated this 20th day of December 2013.

GEORGE SOURIS, M.P.,  
Acting Minister for Regional Infrastructure  
and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
John Michael CLARK, Assistant Director General, Corporate Services, Department of Premier and Cabinet.	Government House Sydney Reserve Trust.	Reserve No.: 1037869. Public Purpose: Vice regal residence and executive government purposes and heritage purposes. File No.: 13/03688.

**ROADS ACT 1993**

ORDER

Transfer of a Crown Road to Council

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

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



## SCHEDULE 1

*Land District – Belrose;  
Local Government Area – Warringah;  
Parish – Manly Cove; County – Cumberland*

Part of the Crown public road known as Ashworth Avenue (also known as Glenrose Place), at Belrose as shown by solid black shading on the diagram hereunder.



## SCHEDULE 2

Roads Authority: Warringah Council.

File No.: 13/15625.

Council's Reference: DC00078.

## REMOVAL OF MEMBERS FROM A RESERVE TRUST BOARD

PURSUANT to Clause 6(4) of Schedule 3 of the Crown Lands Act 1989, the persons specified in Schedule 1 hereunder, are removed as members of the trust board for the reserve trust specified in Schedule 2, which is trustee of the reserve referred to in Schedule 3.

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

## SCHEDULE 1

Janice Alva CRUICKSHANK.

Hendro HARSOJO.

Peter GOUDA (deceased).

David BROCK.

Mohammed Azaad KHAN.

Francis CRANNY.

Ex-Officio Member – Trust Service Director Greater Sydney Conference, Seventh Day Adventist Church.

## SCHEDULE 2

Liverpool General Cemetery Trust.

## SCHEDULE 3

Those portions of Liverpool Cemetery being Reserves R 500700, R500701, R500706, R500703, R500705 and R500702, dedicated 16 December 1892.

File No.: 12/04070.

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

**ROADS ACT 1993**

**ORDER**

Transfer of Crown Road to Council

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

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

**SCHEDULE 1**

*Parish – Moree; County – Courallie;*  
*Land District – Moree; L.G.A. – Moree Plains Shire*

Crown public road of variable width (part TSR 59489), west of Lot 7054, DP 1032711 and Lot 180, DP 751780 as highlighted in red on diagram hereunder.



**SCHEDULE 2**

Roads Authority: Moree Plains Shire Council.  
 File No.: 13/11438.  
 Council’s Reference: Ross Harris.

**SCHEDULE 1**

*Parish – Moree; County – Courallie;*  
*Land District – Moree; L.G.A. – Moree Plains Shire*

Crown public road of variable width north of Lot 7323, DP 1165010 and west of Lot 20, DP 1056083 as highlighted in red on diagram hereunder.



**SCHEDULE 2**

Roads Authority: Moree Plains Shire Council.  
 File No.: 13/11438.  
 Council’s Reference: Ross Harris.

**SCHEDULE 1**

*Parish – Moree; County – Courallie;*  
*Land District – Moree; L.G.A. – Moree Plains Shire*

Crown public road south of Lot 559, DP 721423 and Lot 1, DP 700412 and road south and east of Lot 2, DP 700412 as highlighted in red on diagram hereunder.



**SCHEDULE 2**

Roads Authority: Moree Plains Shire Council.  
 File No.: 13/11438.  
 Council’s Reference: Ross Harris.





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

PURSUANT to section 86(1) of the Rural Lands Protection Act 1998, 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: Tamworth. Local Government Area: Tamworth Regional. Locality: Manilla. Reserve 87472 for travelling stock, notified in the <i>New South Wales Government Gazette</i> of 31 October 1969, being an area of about 4.483 hectares. Parish and Town Manilla, County Darling. File No.: 13/11491.	Central North Livestock Health and Pest Authority.

Note: Existing reservation is not revoked and remains in Crown ownership.

**REVOCATION OF RESERVATION OF CROWN LAND**

PURSUANT to section 90 of the Crown Lands Act 1989, the reservation of Crown land specified in Column 1 of the Schedule hereunder, is revoked to the extent specified opposite thereto in Column 2 of the Schedule.

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

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>
Land District: Tamworth. Local Government Area: Tamworth Regional. Locality: Manilla. Reserve No.: 73906. Public Purpose: Future public requirements. Notified: 8 December 1950. File No.: 08/2176.	Lot 246, DP No. 752178, Parish Dinawirindi, County Darling.

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

**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 – Armidale; County – Sandon;  
 Land District – Armidale; L.G.A. – Armidale Dumaresq*

Road Closed: Lots 1 and 2, DP 1188008.

File No.: 10/13491.

Schedule

On closing, the land within Lots 1 and 2, DP 1188008 remains vested in the State of New South Wales as Crown land.

**ROADS ACT 1993**

ORDER

Transfer of Crown Road to a Council

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

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

SCHEDULE 1

*Parish – Forster; County – Gloucester;  
 Land District – Taree; Locality – The Lakes Way;  
 Local Government Area – Great Lakes Council*

Crown public road south of Lots 1 and 7, DP 249361 from The Lakes Way to Lot 7144, DP 1107992.

SCHEDULE 2

Roads Authority: Great Lakes Council.

File No.: TE05 H 161.

**WAGGA WAGGA OFFICE****Corner Johnston and Tarcutta Streets (PO Box 60), Wagga Wagga NSW 2650****Phone: (02) 6937 2700 Fax: (02) 6921 1851****NOTICE OF PURPOSE OTHER THAN THE  
DECLARED PURPOSE PURSUANT TO SECTION  
34A(2) OF THE CROWN LANDS ACT 1989**

PURSUANT to section 34A(2)(b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

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

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>
Access for Mineral Prospecting (Relevant Interest - Section 34A Licence RI522379).	Reserve No.: 54616. Public Purpose: Quarry. Notified: 27 May 1921. File No.: 13/13731.

**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>
Carl Lawrence EDWARDS (new member).	Daysdale Memorial Hall Trust.	Reserve No.: 76887. Public Purpose: Public hall site. Notified: 9 July 1954. File No.: WA79 R 127.
Mark Anthony RHODES (re-appointment).		
Garry Ronald COLLINS (new member).		
Ruth Christine BROCKLEY (re-appointment).		
Leonard Thomas HANRAHAN (new member).		
Clarence Ronald McQUIENN (new member).		

**Term of Office**

For a term commencing the date of this notice and expiring 19 December 2018.

**SCHEDULE 2**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Jenny OLIVER (re-appointment).	Lacmalac Public Hall Trust.	Dedication No.: 620042. Public Purpose: Public hall site. Notified: 7 April 1922. File No.: WA80 R 151-02.
Benjamin Colin KELL (new member).		
Phillip Ernest STURT (re-appointment).		
Gregory James STRONG (new member).		
Francis John PIPER (re-appointment).		

**Term of Office**

For a term commencing 1 January 2014 and expiring 31 December 2018.

**SCHEDULE 3**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Geoffrey Keith DAVIS (re-appointment).	Rennie Reserves Trust.	Reserve No.: 66805. Public Purpose: Public hall. Notified: 4 June 1937.
Stuart Rodney BRUCE (re-appointment).		Reserve No.: 89747. Public Purpose: Public recreation. Notified: 12 March 1976. File No.: WA04 R 6.
Craig Maxwell MARSHALL (re-appointment).		
Malcolm Robert BRUCE (re-appointment).		

**Term of Office**

For a term commencing 1 February 2014 and expiring 31 January 2019.

**SCHEDULE 4**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Paul Francis BRAY (new member).	Ardlethan Recreation Reserve Trust.	Reserve No.: 43862. Public Purpose: Public recreation. Notified: 12 May 1909. File No.: WA81 R 52-03.
Reckell Elizabeth JONES (new member).		

**Term of Office**

For a term commencing the date of this notice and expiring 5 September 2018.

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

AN application for a licence, under the section 10 of Part 2 of the Water Act 1912, as amended, has been received as follows:

David Thurston PHELPS and Julia Elizabeth PHELPS for an 80 millimeter centrifugal pump on Parma Creek, being Lot 1, DP 1174947, Parish of Tomerong, County of St. Vincent, for water supply for irrigation of 17.0 hectares (pasture) (replacement licence replacing 10SL039765 due to the permanent transfer of 30.0 megalitres – exempt from the 2007 South Coast Rivers embargo). (Reference: 10SL057229).

Any inquiries should be directed to (02) 4429 4442.

Written objections, from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with the NSW Office of Water, PO Box 309, Nowra NSW 2541, within 28 days of the date of this publication.

WAYNE RYAN,  
Water Regulation Officer

## Other Notices

### ABORIGINAL LAND RIGHTS ACT 1983

#### Notice

I, the Honourable Victor Dominello, M.P., Minister for Aboriginal Affairs do, by this notice pursuant to section 114 (1) (c) of the Aboriginal Land Rights Act 1983 (the Act) approve the adoption of the 'NSW Aboriginal Land Council (NSWALC) Policy on the Provision of Funding to LALCs effective from the publication of this notice.

Signed and sealed this 11th day of December 2013.

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

GOD SAVE THE QUEEN!

### NEW SOUTH WALES ABORIGINAL LAND COUNCIL

NSWALC Policy on the Provision of Funding to Local  
Aboriginal Land Councils

#### Why is this policy necessary?

The Aboriginal Land Rights Act of 1983 (the ALRA) makes it possible for NSWALC to grant funds to a Local Aboriginal Land Council (LALC) by entering into a funding agreement.

Similarly the ALRA makes it possible for NSWALC to cease providing funds to that LALC if there is a breach of the conditions of the funding agreement.

Until now NSWALC has been required by the ALRA to cease providing funds if a LALC breaches certain requirements of the legislation

The grounds requiring NSWALC to automatically cease funding are currently specified in section 163 of the ALRA.

NSWALC considers the requirements of section 163 to be too restrictive in practice.

The requirement to automatically cease providing funds does not allow NSWALC any discretion. It cannot consider whether or not that there may be good reasons why a LALC has been unable to comply with the matters described in section 163.

The requirement does not allow NSWALC to consider whether stopping funding is in the best interests of either party. It does not allow constructive and alternative courses of action to be considered and negotiated. It does not allow sensible judgment to be applied.

NSWALC has been successful in having its recommendation to remove section 163 from the ALRA accepted. This amendment to the ALRA takes effect from 1 January 2014.

As a consequence NSWALC will progressively change the funding arrangements and the financial and reporting requirements that have been in place since 2009.

This new funding policy is necessary to support those changes to ensure NSWALC's funding procedures and arrangements are consistent with the legislation.

The current regulatory relationship between NSWALC and LALCs is changing. Further amendments to the legislation

are likely in the short term once the NSW Government's current review of the ALRA is concluded.

NSWALC will continue to have a right to grant funds to a LALC. It will specify in the funding agreement the conditions under which funds are provided and specify the obligations of both parties. It will set the financial and reporting requirements accordingly.

It is intended that this new funding policy will provide a framework that will assist LALCs and NSWALC staff in managing the new financial and reporting requirements.

Given that this new funding policy will change NSWALC's current assessment, financial and reporting requirements it has been necessary to seek and consider the comments of the LALC Network. This was done over the period 20 August to 30 September 2013 in accordance with section 114 of the ALRA.

This policy subject to the Minister's approval is now finalised. It will provide guidance on the financial and reporting requirements under which NSWALC will provide funding to LALCs.

#### (1) What does this policy apply to?

This new funding policy will replace the former "Policy on Local Aboriginal Land Council Funding and Financial Obligations".

It establishes a policy framework that will enable NSWALC to progressively revise the funding procedures that help determine when a LALC may be funded and the assessment approach and performance standards that will be used to make this determination.

The policy framework will also assist NSWALC to revise the funding agreements made available under section 162 of the ALRA which enable it to make a contribution to a LALC's costs and expenses.

#### (2) Why is this policy required?

To an extent many LALCs are responding well to the funding and compliance regime imposed by the ALRA and are performing at a high level. Similarly some LALCs are well on the way to achieving this goal whereas others require considerable supervision and assistance to improve their performance.

NSWALC sees the removal of section 163 as an important step in promoting the development and sustainability of the LALC Network.

Further changes are ahead and in a time of change it is necessary to have a policy that can be easily understood, increase certainty and provide a platform for promoting development and maintaining improved performance.

Given the LALC network is diverse it is important to have a flexible funding approach that sets the baseline for performance and encourages continuous improvement and development.

#### (3) When does this policy commence?

(a) This policy is made pursuant to section 113 of the ALRA, and in accordance with section 114 of the ALRA.

(b) This policy has effect and will be applied from the date when it is published in the NSW Government Gazette.

**(4) What does this policy do?**

This funding policy creates consistency with the current and expected amendments to the ALRA and NSWALC's vision for the future as expressed in its Strategic Plan and Community Land and Business Plan.

The 2 main funding categories applied to LALCs will remain:

F – Funded

UF – Unfunded

LALCs in funding category F are those that comply with their obligations under the ALRA and Funding Agreement. A subsequent risk assessment using the NSWALC Risk Assessment System will determine a LALCs risk category its reporting requirements and the frequency of release of funds.

LALCs in an unfunded category UF are those that do not comply with their obligations under the Act or a Funding Agreement. They will not receive direct funding and may be offered a Financial Assistance Agreement to help with essential costs and expenses.

This policy states NSWALC's intentions:

- to revise its funding procedures to emphasise performance over compliance in accordance with the stage of development of each LALC.
- to develop a new approach in using risk assessment standards to determine whether a LALC should be offered a funding agreement enabling it to receive direct funding.
- to progressively simplify the requirement of its funding agreements in keeping with legislative amendments and the amount of funds offered.
- to revise funding procedures and funding agreements to recognise performance and promote performance improvement planning.
- to progressively reduce compliance obligations in accordance with the level of funding provided.
- to simplify reporting processes in keeping with the scale or stage of development of each LALC.
- to introduce appropriately tailored audit and certification requirements recognising scale, complexity and revenue of each LALC.
- to introduce a system specifying the circumstances in which NSWALC exercises its discretion to cease funding a LALC.
- to maintain a system enabling a review of any decision of NSWALC to cease funding a LALC.
- to encourage more flexible use of the NSWALC risk management assessment processes consistent with the stage of development and level of performance of each LALC.
- to continue to use the NSWALC risk management framework as an assessment tool and model for a best practice LALC.
- to simplify the assessment tools used by NSWALC
- to enable NSWALC to determine the frequency of risk assessments in accordance with developmental needs and the risk profile of the individual LALC.
- to progressively encourage LALCs to use the risk assessment process for self assessment and generation of performance improvement plans for discussion and confirmation with NSWALC.

**(5) How will this Policy be approved and implemented?**

The policy will take effect once it is published in the *NSW Government Gazette*.

NSWALC will revise its funding procedures, funding agreements and assessment tools in accordance with this policy and any subsequent changes to the ALRA.

**ADOPTION ACT 2000**

Notice of Accreditation as an Adoption Service Provider

CatholicCare  
ABN 67 561 712 586

IN accordance with the functions delegated to me, I accredit CatholicCare as an adoption service provider.

I authorise Ms Pamela ZAMANЕК, Principal Officer of CatholicCare at 8 Jacobs Street, Bankstown NSW, to undertake the following domestic adoption services for children, until 30 June 2018:

- (i) the assessment of the suitability of a person or persons to adopt a child;
- (ii) any decision to place a child with a person or persons to adopt the child; and
- (iii) the transfer of the care of the child to the person or persons wishing to adopt the child.

The Children's Guardian may revoke or vary any condition to which the accreditation of CatholicCare is subject and may attach further conditions to the accreditation. The Children's Guardian may revoke or suspend the agency's accreditation if it fails to comply with any of these conditions.

The Children's Guardian may publish details of failure to comply with a condition of accreditation in the Children's Guardian's Annual Report to Parliament.

A decision of the Children's Guardian to impose, not impose, vary or revoke a condition of accreditation is reviewable by the Administrative Decisions Tribunal (ADT), under section 193 of the Adoption Act 2000, following an internal review by the Children's Guardian.

Giving false or misleading information to the Children's Guardian is a serious offence.

Date of Notice: 9 December 2013.

KERRYN BOLAND,  
Children's Guardian,  
Office of the Children's Guardian

**APPRENTICESHIP AND TRAINEESHIP ACT 2001**

NOTICE is given that the Commissioner for Vocational Training under section 5 of the Apprenticeship and Traineeship Act 2001 has established the traineeship vocations of:

- Hospitality – Commercial Cookery
- Hospitality – Patisserie

Notice is given that the Commissioner for Vocational Training under section 6 of the Apprenticeship and Traineeship Act 2001 has made new vocational training orders for:

- Apprenticeships
  - o Hospitality – Asian Cookery



- o Hospitality – Commercial Cookery
- o Hospitality – Patisserie
- Traineeships
  - o Hospitality
  - o Hospitality – Catering Operations
  - o Hospitality – Commercial Cookery
  - o Hospitality – Patisserie
  - o Tourism – Guiding

The Order specifies a number of matters relating to the required training for the vocation including the terms of apprenticeship, probationary periods and qualifications to be undertaken.

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

Copies of the Order 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\\_606.html](https://www.training.nsw.gov.au/cib_vto/cibs/cib_606.html)

#### ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Registration Pursuant to Section 80

TAKE notice that AGED & COMMUNITY SERVICES ASSOCIATION OF NSW & ACT INCORPORATED (Y0916127), became registered under the Corporations Act 2001, as AGED & COMMUNITY SERVICES NSW & ACT (ACN 124 322 916), a public company limited by guarantee on 25 November 2013 and accordingly its registration under the Associations Incorporation Act 2009, is cancelled as of that date.

Dated: 17 December 2013.

ROBYNE LUNNEY,  
 Delegate of the Commissioner,  
 NSW Fair Trading

#### 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.

- Doyalson Wye Mens Bowls Inc – Inc9874614
- Wholistic Emotional Support Groups Incorporated – Inc9885372
- Middle Harbour Paddlers Inc – Inc9897188
- Lighthouse Family Centre Incorporated – Inc9892151
- Summerland V8 Dirt Modified Association Incorporated – Y0648026
- 4 Hunter Families Incorporated – Inc9891325
- Nelson Park Tennis Club Inc – Y1679544
- Sydney Lord's Glory Mission Church Incorporated – Inc9888619
- Albury and District First Aid Service Incorporated – Inc9892461

Liverpool Youth Needs Committee Incorporated – Inc9874962

Yass Progress Association Incorporated – Inc9893976  
 Netpac Incorporated – Inc9876078

Dated this 18th day of December 2013.

ROBYNE LUNNEY,  
 Delegate of the Commissioner,  
 NSW Fair Trading

#### DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Tomingley Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Tomingley Residue Storage Facility, being a prescribed dam under Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

#### SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on maps PEAK HILL 8532-N 1:50000; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 55:

Point	MGA <sub>East</sub>	MGA <sub>North</sub>
1	614800	6392700
2	614800	6395300
3	611900	6395300
4	611900	6392700

Map Grid Australia (MGA) co-ordinates for the above points, as well as plan NA-249 showing the area, are available from the Dams Safety Committee.

BRIAN COOPER,  
 Chairman

Dams Safety Committee,  
 PO Box 3720, Parramatta NSW 2124.

#### DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Maules Creek Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Maules Creek Mine – MWD2 and Maules Creek Mine – RWD2, being prescribed dams under Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dams.

#### SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on maps THERRIBRI 8936-4-N 1:25000; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

<i>Point</i>	<i>MGA</i> <i>East</i>	<i>MGA</i> <i>North</i>
1	225800	6614500
2	225800	6616900
3	222500	6616900
4	222500	6614500

Map Grid Australia (MGA) co-ordinates for the above points, as well as plan NA-250 showing the area, are available from the Dams Safety Committee.

BRIAN COOPER,  
Chairman

Dams Safety Committee,  
PO Box 3720, Parramatta NSW 2124.

### GEOGRAPHICAL NAMES ACT 1966

Notice to Amend Locality Boundaries within the  
Gwydir Local Government Area

PURSUANT to the provisions of section 10 of the Geographical Names Act 1966, the Geographical Names Board hereby notifies that it has this day amended the boundaries between Bingara and Myall Creek, the boundary between Copeton and Riverview and the boundary between Myall Creek and Riverview in the Gwydir Local Government Area as shown on map GNB5030-5.

The Geographical Names Board also hereby notifies that it has this day changed the name of the existing locality of Riverview to Whitlow in the Gwydir Local Government Area. This can also be viewed on map GNB5030-5.

The position and extent of these features are shown in the Geographical Names Register of New South Wales which can be viewed on the Geographical Names Board's internet site at [www.gnb.nsw.gov.au](http://www.gnb.nsw.gov.au).

D. MOONEY,  
Chairman

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

### GEOGRAPHICAL NAMES ACT 1966

PURSUANT to the provisions of section 10 of the Geographical Names Act 1966, the Geographical Names Board hereby notifies that it has assigned the name listed hereunder as geographical name.

Assigned Name: Frost Creek.  
Designation: Creek.  
L.G.A.: Lake Macquarie City Council.  
Parish: Mandolong.  
County: Northumberland.  
L.P.I. Map: Morrisset.  
1:100,000 Map: Gosford 9131.  
Reference: GNB 5669.

Assigned Name: Ironbark Lake.  
Designation: Lake.  
L.G.A.: Blacktown City Council.  
Parish: Gidley.  
County: Cumberland.  
L.P.I. Map: Riverstone.  
1:100,000 Map: Penrith 9030.  
Reference: GNB 5677.

The position and the extent for these features are recorded and shown within the Geographical Names Register of New South Wales. This information can be accessed through the Board's website at [www.gnb.nsw.gov.au](http://www.gnb.nsw.gov.au).

D. MOONEY,  
Chairman

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

### MOTOR ACCIDENTS COMPENSATION ACT 1999

#### MOTOR ACCIDENTS COMPENSATION REGULATION 2005

Clause 4 (2) – Notice of Replacement AMA List

PURSUANT to the provisions of Clause 4 (2) of the Motor Accidents Compensation Regulation 2005, notice is given that the document called the List of Medical Services and Fees published by the Australian Medical Association and dated 1 November 2013 is recognised as the AMA List and replaces the document called the List of Medical Services and Fees published by the Australian Medical Association and commences upon gazettal.

This notice is to take effect on the date of gazettal.

Motor Accidents Authority, Sydney, 12 December 2013.

JULIE NEWMAN, P.S.M.

### PRACTICE NOTE

#### LAND AND ENVIRONMENT COURT OF NEW SOUTH WALES

Class 4 Proceedings

#### Name and commencement of Practice Note

1. This Practice Note is to be known as Practice Note – Class 4 Proceedings. It commences on 13 January 2014. It replaces the Practice Note – Class 4 Proceedings dated 30 April 2007.

#### Application of Practice Note

2. This Practice Note applies to proceedings in Class 4 of the Court's jurisdiction referred to in s 20 of the Land and Environment Court Act 1979.

#### Purpose of Practice Note

3. The purpose of this practice note is to set out the case management procedures for the just, quick and cheap resolution of Class 4 proceedings.

#### Responsibility of parties, legal practitioners and agents

4. It is the responsibility of each party, its legal representatives and agents (as applicable) to consider the directions appropriate to be made in the particular case to facilitate the just, quick and cheap resolution of the real issues in the proceedings.
5. If a party reasonably considers that compliance with this practice note will not be possible, or will not be conducive to the just, quick and cheap resolution of the proceedings, the party should apply to be relieved from compliance on the basis that an alternative proposed regime will be more conducive to such resolution. In that event, the party is to notify other parties of the proposed alternative regime as soon as practicable and



is to provide the Court with short minutes of proposed directions reflecting that alternative regime.

#### **Legal practitioners and agents of parties to be prepared**

6. Each party not appearing in person shall be represented before the Court by a legal practitioner (or an agent authorised by the party in writing to whom leave of the Court has been granted to appear for the party) familiar with the subject matter of the proceedings and with instructions sufficient to enable all appropriate orders and directions to be made.
7. Parties are to communicate prior to any attendance before the Court with a view to reaching agreement on directions to propose to the Court and preparation of agreed or competing short minutes recording the proposed directions.

#### **Judicial review proceedings**

8. In relation to judicial review proceedings, attention is drawn to Part 59, entitled “Judicial Review Proceedings”, of the Uniform Civil Procedure Rules 2005 (UCPR), which regulates:
  - (a) commencement of proceedings;
  - (b) who must be joined as a respondent;
  - (c) content and service of the summons;
  - (d) the response;
  - (e) procedure as to evidence generally;
  - (f) procedure as to a Court Book and the parties’ written arguments;
  - (g) where a public authority is a respondent, a special procedure for obtaining a copy of the decision and a statement of reasons from the public authority;
  - (h) time for commencing proceedings; and
  - (i) security for costs.

#### **Commencing Class 4 proceedings**

9. Class 4 proceedings are to be commenced by summons filed in the Registry of the Court.

#### **Return date of the summons**

10. The summons will be given a return date before the Court, usually on the fourth Friday after it is filed. On the return date, the first directions hearing will occur before the List Judge.

#### **Class 4 List**

11. There is a Class 4 List, which will be managed by the List Judge, usually each Friday.
12. In the Class 4 List the Court:
  - (a) conducts directions hearings, and
  - (b) hears or manages any notices of motion or other interlocutory application.
13. Matters in the Class 4 List will be listed in blocks on a “not before” a specified time basis. Parties should check the daily court lists as published prior to attendance at the Court in order to determine the “not before” time that their matter is listed.

#### **Number of pre-trial attendances**

14. Unless there are interlocutory applications, a Class 4 proceeding normally should appear in court before trial on no more than two occasions:
  - (a) at the first directions hearing, and
  - (b) at the second directions hearing.

15. Where the matter is particularly complex or is expected to exceed three days hearing time, a pre-trial mention may also be required, usually on the second last Friday before the trial commences, if possible before the trial judge.

#### **Before the first directions hearing**

16. Before the first directions hearing the parties are to discuss and endeavour to agree upon:
  - (a) the directions that the Court should make at the first directions hearing;
  - (b) in the case of non judicial review proceedings, whether there should be points of claim, points of defence or points of reply;
  - (c) (if applicable) a statement of the disciplines in respect of which they propose to call expert evidence, the issues to which the proposed expert evidence relates, and the reasons why the proposed expert evidence is reasonably required to resolve the proceedings having regard to the just, quick and cheap requirement.

Note: r 31.19 of the UCPR requires a party to promptly seek directions from the Court if it intends to adduce expert evidence at trial or if it becomes apparent that any party may adduce expert evidence at trial.

17. If the parties do not agree, each party should prepare their own written version of the directions they propose.

#### **At the first directions hearing**

18. The first directions hearing will be on the return date of the originating application, usually on the fourth Friday after it is filed. It will be conducted by the List Judge in a courtroom in the Court’s building at 225 Macquarie Street, Sydney. The location of the courtroom and the time of day the first directions hearing is listed will be shown on the Court Lists posted on a notice board in the foyer of the building and on the Court’s website under Court Lists in the afternoon of the day before the directions hearing. The Sydney Morning Herald may also (but does not always) publish the Court Lists on the morning of the date set for the first mention.
19. At the first directions hearing the parties are to hand to the Court:
  - (a) agreed or competing short minutes of the directions they propose the Court should make;
  - (b) (if applicable) an agreed statement or separate statements as to the disciplines in respect of which they respectively propose to call expert evidence, the issues to which the proposed expert evidence relates, and the reasons why the proposed expert evidence is reasonably required to resolve the proceedings having regard to the just, quick and cheap requirement.
20. If the parties are in dispute as to any proposed directions, they are to briefly inform the Court of the nature of the dispute and their estimate of how long a hearing of the dispute will take. If practicable, the Court will determine the dispute at that directions hearing, otherwise it will fix a date for the hearing of the dispute.

21. At the first directions hearing, the Court will usually make directions in accordance with Schedule A as follows:
- (a) [In the case of judicial review proceedings only] The respondent is to serve its response to the summons within 1 week.
  - (b) The applicant is to serve its affidavits in chief and bundle of documents [and, in non-judicial review proceedings where appropriate, points of claim] within 2 weeks.
  - (c) The respondent is to serve any affidavits and a bundle of any additional tender documents [and, in non-judicial review proceedings where appropriate, points of defence] within 5 weeks.
  - (d) The applicant is to serve any affidavits in reply and a bundle of any additional tender documents [and, in non-judicial review proceedings where appropriate, points of reply] within 7 weeks
  - (e) There will be a second directions hearing in 8 weeks.
  - (f) [In judicial review proceedings where cross-examination is only permissible with leave of the Court: r 59.7(3) UCPR]. If a party proposes to seek leave to cross-examine, that should be communicated to the other parties with an explanation before the second directions hearing, and leave should be sought at the second directions hearing.
  - (g) At the second directions hearing the parties are to hand to the Court an agreed estimate or competing estimates of the duration of the trial broken down into the elements of the trial:
    - (i) opening addresses,
    - (ii) tender of written evidence,
    - (iii) cross-examination (grouping experts by categories)
    - (iv) any inspection of properties,
    - (v) closing submissions.
22. Directions for formal discovery and interrogatories will only be made in exceptional circumstances and will generally be confined to particular issues. A party seeking such directions must provide the Court with a draft list of categories of documents to be discovered or draft interrogatories.
- Before the second directions hearing**
23. The parties are to discuss and endeavour to agree on whether conciliation, mediation or other means of resolving the appeal without a trial would be appropriate.
24. The parties are to discuss and endeavour to agree on the estimated duration of the trial, broken down into the elements of the trial. If they are unable to agree, each party should prepare their own version of the estimated duration.
25. The parties are to discuss and endeavour to agree upon the directions that the Court should make at the second directions hearing. If the parties do not agree, each party should prepare its own written version of the directions it proposes.
26. In judicial review proceedings, if a party has given notice that it intends to seek leave to cross-examine, the other parties are to notify that party whether they will consent to or oppose the grant of leave.
- At the second directions hearing**
27. The second directions hearing will usually be conducted on a Friday by the List Judge on a date fixed at the first directions hearing.
28. The parties are to hand to the Court realistic agreed or competing estimates of the duration of for the trial, broken down into the elements of the trial.
29. The parties are to hand to the Court agreed or competing short minutes of the directions they propose the Court should make.
30. At the second directions hearing, the Court will usually make directions in accordance with Schedule B as follows:
- (a) The matter is fixed for hearing on the following dates [insert dates obtained from the Registry and approved by the List Judge].
  - (b) The parties are to confer and prepare a paginated Court Book with a table of contents in a white folder (or folders) containing the following sections with dividers between them:
    - (i) a copy of the summons, each respondent's response to the summons (in judicial review proceedings), and (if applicable) pleadings,
    - (ii) an agreed list (or competing lists) of the real issues for determination,
    - (iii) a summary of the applicant's argument (not exceeding 10 pages),
    - (iv) in judicial review proceedings, the decision under review and the statement of reasons (if any) of the decision-maker,
    - (v) any statement of facts able to be agreed between the parties,
    - (vi) an agreed chronology or, failing agreement, the respective chronologies of the parties,
    - (vii) an agreed schedule of any relevant legislative provisions or, failing agreement, the respective schedules of the parties of any relevant legislative provisions,
    - (viii) each party's list of objections (if any) to evidence,
    - (ix) spaces for the summary of the respondent's argument and any summary of the applicant's argument in reply (when filed).
  - (c) The parties are to confer and prepare a paginated Evidence Book in a non-white folder (or folders) with a table of contents containing the following copy documents with dividers between them:
    - (i) documents the parties jointly or separately propose to tender,
    - (ii) affidavits of the applicant's lay witnesses,
    - (iii) affidavits of the respondent's lay witnesses,
    - (iv) expert reports grouped by discipline.
  - (d) The applicant, at least 7 working days before the hearing, is to file and serve the Court Book and the Evidence Book.
  - (e) The respondent, at least 4 working days before the hearing, is to file and serve a summary of the respondent's argument (not exceeding 10 pages).
  - (f) The applicant, at least 1 working day before the hearing, is to file and serve a summary of the applicant's argument in reply if the applicant considers a reply is needed (not exceeding 5 pages).

**Service of directions on absent party**

31. If a party is absent when directions are made, the party who is present is to serve a copy of the directions on the absent party within three working days. Unless the Court otherwise directs, the party who is present is also to file an affidavit of service at least one working day before the matter is next listed before the Court, except that it is unnecessary to file an affidavit of service if the party who is present mentioned the matter on behalf of the absent party on the occasion that the directions were made.

**At the pre-trial mention (if applicable)**

32. The List Judge may direct that a pre-trial mention take place where the matter is particularly complex or is expected to exceed three days hearing time. The pre-trial mention will usually be held on the second last Friday before the hearing, if possible before the trial judge. Counsel briefed to appear at the final hearing or (if counsel is unavailable) a solicitor with the carriage of the matter must attend for each party.
33. The purpose of a pre-trial mention is to ensure readiness for trial and to give any further directions necessary to facilitate the just, quick and cheap resolution of the matter.

**Authorities and legislation**

34. Each party is to provide a list of authorities and legislation to be relied on to the trial judge one working day before the trial is to commence.
35. If any unreported authorities or superseded legislation or planning instruments are to be relied on, copies are to be provided to the trial judge at the trial. If necessary, the parties should liaise to avoid duplication.

**The trial**

36. Evidence and submissions at the trial are to address all issues the subject of the proceedings. No issue will be separately determined unless the Court so orders.

Note: Applications for separate determination of questions, under s 62 (2) of the Civil Procedure Act 2005 or r 28.2 of the Uniform Civil Procedure Rules, should be made by notice of motion with supporting affidavit.

37. At the trial, evidence in the Evidence Book may be tendered as one exhibit, or separately as more than one exhibit, subject to any objections.
38. A written summary of opening argument should generally not be a substitute for a written summary of closing submissions. The Court will usually be assisted by a written summary of closing submissions, which includes references to the evidence.
39. Proposed final orders are to be provided in hard copy and electronically to the trial judge.

**Notices of motion returnable in the Friday list**

40. Any notice of motion is to be returnable on a Friday before the List Judge unless the circumstances are so urgent as to justify an earlier listing. Parties and legal practitioners should endeavour to arrange evidence so that, if practicable, the motion may be heard on the return date by the List Judge or Duty Judge. If the motion is lengthy, complex, or it is otherwise impracticable to hear the motion on the first return date, directions will

be made on that occasion for the preparation and setting down of the motion for final hearing.

**Breach of the Court's directions**

41. If there is any significant breach of the Court's directions sufficient to cause slippage in a timetable, the parties must promptly, by eCourt communication or fax to the Registrar, restore the matter to the next Friday list before the List Judge.
42. The party in breach or a legal practitioner with knowledge of the reasons for the breach must serve an affidavit no later than 4:00pm on the preceding day (Thursday) which identifies the breach, explains the reasons for the breach and proposes directions to be made in consequence of the breach.
43. A failure by one party to comply with the Court's directions will not be considered an adequate excuse for any failure to comply by the other party.

**Variation of timetables**

44. If proposed directions vary an existing timetable there must also be a direction to vacate previous directions that can no longer be maintained, including for dates for directions hearings or the hearing of motions.

**Liberty to restore**

45. Parties have general liberty to restore to the Friday list on three working days' notice, or less if urgency requires it. A party seeking to do so is to make prior arrangements with, or give appropriate notice to, any other party, and send an eCourt communication or fax to the Registrar.

**Adjournments**

46. Proceedings will not be adjourned generally. They will only be adjourned to a specific date.

**Applications to vacate hearing dates**

47. Hearing dates will not generally be vacated and will not be vacated merely because the parties consent to the vacation. Applications to vacate hearing dates are to be by notice of motion, with an affidavit in support explaining the circumstances of the application and the reasons the hearing date should be vacated.

**Filing and service of evidence**

48. Evidence to be relied upon at trial should not be filed as case preparation occurs.
49. Each party's evidence for the trial, accompanied by a list of that evidence, is to be filed when the Evidence Book is filed and copies are to be included in the Evidence Book.
50. Evidence to be relied upon in support of interlocutory applications is to be filed and served. Timetables for preparation of such applications should include provision for that process.

**Expert evidence**

51. Any expert and any expert's report are to comply with this Practice Note, the requirements of Division 2 of Pt 31 of the UCPR and the Expert Witness Code of Conduct in Schedule 7 of the UCPR.
52. The parties are to serve a copy of this Practice Note, Division 2 of Pt 31 of the UCPR and the Expert Witness Code of Conduct in Schedule 7 of the UCPR on their experts when retaining the experts.

53. The front page of an expert report is to state:
- the name of the proceedings and its Court file number,
  - the party for whom the report has been prepared,
  - the author of the report,
  - the author's relevant field of expertise,
  - the date of the report.
54. If there is any pre-existing relationship between the expert witness, or their firm or company, and a party to the litigation, it should be stated in the expert report.
- Parties' single expert*
55. Where expert evidence is necessary to be called in relation to an issue, the parties are to confer before the first directions hearing to see if they can agree on the appointment of a parties' single expert and, if so, the identity and remuneration of the expert. Failing agreement, directions may be sought at the first directions hearing concerning the appointment of a parties' single expert. Such directions will require adaptation of the usual directions in Schedules A and B.
56. The Court encourages parties to use a parties' single expert. The use of a parties' single expert in an appropriate case can reduce costs and ensure that the Court has the benefit of evidence from a person who is not engaged by only one party. In determining whether a parties' single expert might be appropriate in a particular case, consideration should be given to:
- the importance and complexity of the subject matter in dispute in the proceedings;
  - the likely cost of obtaining expert evidence from a parties' single expert compared to the alternative of obtaining expert evidence from individual experts engaged by each of the parties;
  - the proportionality of the cost in (b) to the importance and complexity of the subject matter in (a);
  - whether the use of a parties' single expert in relation to an issue is reasonably likely either to narrow the scope of the issue or resolve the issue;
  - the nature of the issue, including:
    - whether the issue is capable of being answered in an objectively verifiable manner;
    - whether the issue involves the application of accepted criteria (such as Australian Standards) to ascertainable facts; and
    - whether the issue is likely to involve a genuine division of expert opinion on methodology, or schools of thought in the discipline;
  - whether the parties are prepared at the time to proceed to hearing on the basis of a parties' single expert report about the issue and no other expert evidence about that issue;
  - whether the integrity of expert evidence on the issue is likely to be enhanced by evidence being provided by a parties' single expert instead of by individual experts engaged by the parties; and
  - whether the Court is likely to be better assisted by expert evidence on the issue being provided by a parties' single expert instead of by individual experts engaged by the parties.
57. A parties' single expert is to file and serve one expert report only. Without leave of the Court, a parties' single expert is not to provide parties with preliminary reports or opinions.
- Note: Under r 31.41 of the Uniform Civil Procedure Rules 2005 a party may seek clarification of the report of a parties' single expert on one occasion only.
58. The parties are not to provide a parties' single expert with any expert report brought into existence for the purpose of the proceedings addressing any matter the subject of instructions to the parties' single expert, without leave of the Court.
59. Where a parties' single expert has been appointed to give evidence in relation to any issue, the parties may not rely on any other expert evidence about that issue without leave. Any application for leave is to be made as soon as reasonably possible and usually no later than five days after receiving the report of the parties' single expert. Leave is to be sought by notice of motion, with an affidavit in support explaining:
- the name, qualifications and expertise of the expert proposed to be called;
  - the matters proposed to be addressed by the expert;
  - the date on which the expert was first retained and the date or dates of any expert report that the expert has already prepared;
  - the reasons for the need to call an additional expert to give that evidence, rather than having the parties' single expert address the matters further in cross examination;
  - how calling the additional expert at all, or at the particular stage in the preparation of the proceedings, promotes the quick, just and cheap resolution of the proceedings; and
  - the party's position in relation to any additional costs that might be caused by the calling of the expert.
60. It is the responsibility of the parties to agree the remuneration to be paid to a parties' single expert. This includes making provision with respect to the amount of the expert's fees and the frequency with which the expert renders accounts. The Court will fix the remuneration of a parties' single expert only where the parties are unable to agree to that remuneration.
- Note: See r 31.45 of the UCPR.
- Joint Conference and Joint Report*
61. If experts are directed by the Court to confer, experts are to ensure that any joint conference is a genuine dialogue between experts in a common effort to reach agreement with the other expert witnesses about the relevant facts and issues.
62. Any joint report is to be a product of this genuine dialogue and is not to be a mere summary or compilation of the pre-existing positions of the experts.
63. Legal representatives are not to attend joint conferences of experts or be involved in the preparation of joint reports without the leave of the Court.
64. A joint report of experts is to identify the experts involved in its preparation, the dates of their joint conferences, the matters on which they agree, the matters on which they disagree and the reasons for any disagreement.



65. A joint report should avoid repetition and be organised to facilitate a clear understanding of the final position of the experts about the matters in issue and the reasoning processes they used to reach those positions.
66. Each expert is to sign and date the joint report.
67. A joint report of experts is to include any evidence in reply.

*Failure to comply*

68. Experts are to give written notice to the Court and the party instructing them if for any reason they anticipate that they cannot comply with this Practice Note, Division 2 of Pt 31 of the Uniform Civil Procedure Rules or the Expert Witness Code of Conduct in Schedule 7 of the Uniform Civil Procedure Rules. In that case, or if the experts have failed to comply with these directions, the parties will promptly list the matter before the Court for directions and give written notice to the other parties. Default without leave of the Court may result in the imposition of sanctions.

*Concurrent evidence*

69. Where expert evidence from more than one expert in the same discipline is to be given in Court, the experts will give such evidence concurrently (subject to any order by the Court to the contrary).

**Alternative dispute resolution**

70. Consideration must be given prior to and throughout the course of the proceedings to whether the appeal or any issues are appropriate for mediation, conciliation, neutral evaluation, reference to a referee, or a settlement conference.
71. It is expected that legal practitioners, or parties not legally represented, will be in a position to advise the Court at any directions hearing or mention:
- (a) whether the parties have attempted mediation, conciliation, neutral evaluation or a settlement conference, and
  - (b) whether the parties are willing to proceed to mediation, conciliation, neutral evaluation, reference to a referee, or a settlement conference at an appropriate time.
72. At a mediation, conciliation, neutral evaluation or settlement conference, the parties are to ensure that the person who is able to make a decision as to whether the proceedings or particular issues settle or are resolved is present personally or by an authorised nominee.
73. Where issues are appropriate to be referred to a mediator, conciliator, neutral evaluator or referee, the parties should prepare proposed short minutes to be handed to the Court which:
- (a) formulate the issues with precision, and
  - (b) state:
    - (i) that the matter is to be mediated by an in-court mediator or conciliator, or the name of an agreed external mediator, neutral evaluator or referee or, if no agreement can be reached, the person each party suggests;
    - (ii) the date on which the mediator, conciliator, neutral evaluator or referee can commence the mediation, conciliation or evaluation;

- (iii) the expected duration of the mediation, conciliation, neutral evaluation or reference; and
- (iv) the anticipated date for finalisation of the mediation, conciliation or neutral evaluation, or for delivery to the Court of the referee's report.

74. Proposed consent orders for amendment of the questions referred to a mediator, conciliator, neutral evaluator or referee may be filed with the List Judge's Associate and the List Judge may make such orders in chambers. Any contested amendments or amendments in respect of which the List Judge wishes to hear from the parties will usually be heard on a Friday before the List Judge.

**Settlement of proceedings**

75. If the matter is resolved out of Court, it is necessary to have the Court make orders finalising the litigation, rather than merely filing terms with the registry.
76. If proceedings settle, the parties are to arrange for the proceedings to be listed in the Friday list by written request to the Registrar accompanied by a copy of the proposed final consent orders signed by all parties.
77. Representatives of the parties attending for the purpose of the making of final consent orders must be familiar with the subject matter of the proceedings and have instructions sufficient to inform the Court about the terms of the proposed orders.
78. The Court will not make declarations merely by reason of the consent of the parties. A proper factual and juridical basis must be established before the Court will make a declaration.
79. If the proposed consent final orders involve the Court making an order against or accepting an undertaking by a party to take action or to refrain from taking action, the Court should be assured that that party understands the nature and consequences of the order being made or the undertaking being accepted by the Court.

**Co-operation**

80. The Court expects parties, legal practitioners and experts to work cooperatively to implement this Practice Note in a practical and sensible way ensures that it achieves its intended purpose.

**Costs**

81. If a breach of the Court's directions or this Practice Note causes costs to be thrown away, a party or legal practitioner responsible for the breach may be ordered to pay those costs.
82. The cost of unnecessary photocopying and assembly of documents is unacceptable. Legal practitioners for the parties are to consider carefully the documents necessary to be tendered. Excessive documents may attract adverse costs orders.
83. Any failure by one party to comply with the Court's directions will not be considered an adequate excuse for any failure to comply by the other party.

Date: 17 December 2013.

The Honourable Justice BRIAN J. PRESTON, S.C.,  
Chief Judge

## SCHEDULE A

**Usual directions at first directions hearing**

[in judicial review proceedings only] The respondent is to serve its response to the summons by [1 week].

The applicant is to serve its affidavits in chief and bundle of tender documents [and, in non-judicial review proceedings where appropriate, points of claim] by [2 weeks].

The respondent is to serve its affidavits in chief and bundle of any additional documents [and, in non-judicial review proceedings where appropriate, points of defence] by [5 weeks].

The applicant is to serve any affidavits in reply and bundle of any additional documents in reply [and, in non-judicial review proceedings where appropriate, points of reply] by [7 weeks].

[if applicable] The parties' experts are to confer and serve the parties with a joint report (including any reply evidence) setting out the matters on which they agree and disagree and the reasons for any disagreement by [9 weeks].

The matter is listed for a second directions hearing before the List Judge on [10 weeks].

At the second directions hearing the parties are to hand to the Court an agreed estimate or competing estimates of the time required for the hearing broken down as follows:

- (a) opening addresses,
- (b) tender of written evidence and objections,
- (c) cross-examination,
- (d) any view of properties,
- (e) closing submissions.

[In judicial review proceedings] If leave to cross-examine a witness is to be sought (see r 59.7 (3) UCPR), leave should be sought, if practicable, at the second directions hearing.

## SCHEDULE B

**Usual directions at second directions hearing**

- 1 The matter is fixed for hearing on the following dates [insert dates obtained from the Registry and approved by the List Judge].
- 2 The parties are to confer and prepare a paginated Court Book with a table of contents in a white folder (or folders) containing the following sections with dividers between them:
  - (a) a copy of the summons, each respondent's response to the summons (in judicial review proceedings) and (if applicable) pleadings;
  - (b) an agreed list (or competing lists) of the real issues for determination;
  - (c) a summary of the applicant's argument (not exceeding 10 pages);
  - (d) [in judicial review proceedings only] the decision under review and the statement of reasons (if any) of the decision-maker;
  - (e) any statement of facts able to be agreed between the parties;
  - (f) an agreed chronology or, failing agreement, the parties' respective chronologies;
  - (g) an agreed schedule of any relevant legislative provisions or, failing agreement, the parties'

respective schedules of any relevant legislative provisions;

- (h) each party's list of objections (if any) to evidence;
  - (i) spaces for the summary of the respondent's argument and any summary of the applicant's argument in reply (when filed).
- 3 The parties are to confer and prepare a paginated Evidence Book in a non-white folder (or folders) with a table of contents containing the following copy documents with dividers between them:
    - (a) documents the parties jointly or separately propose to tender, with a table of contents indicating any objections to admissibility and the grounds;
    - (b) affidavits of the applicant's lay witnesses;
    - (c) affidavits of the respondent's lay witnesses;
    - (d) expert reports grouped by discipline.
  - 4 The applicant, at least 7 working days before the hearing, is to file and serve the Court Book and the Evidence Book.
  - 5 The respondent, at least 4 working days before the hearing, is to file and serve a summary of the respondent's argument (not exceeding 10 pages).
  - 6 The applicant, at least 1 working day before the hearing, is to file and serve a summary of the applicant's argument in reply if the applicant considers a reply is needed (not exceeding 5 pages).

---

**SURVEYING AND SPATIAL INFORMATION  
ACT 2002**

## Registration of Surveyors

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

<i>Name</i>	<i>Address</i>	<i>Effective Date</i>
David Peter CONWAY.	PO Box 54, Jamison Centre ACT 2614.	9 December 2013.
		D. J. MOONEY, President
		M. C. SPITERI, Registrar

---

**SURVEYING AND SPATIAL INFORMATION  
ACT 2002**

## Registration of Surveyors

PURSUANT to the provisions of the Surveying and Spatial Information Act 2002, section 10 (1) (a), the undermentioned persons have been Registered as a Land Surveyor in New South Wales under the Mutual Recognition Act 1993, from the dates shown.

<i>Name</i>	<i>Address</i>	<i>Effective Date</i>
Ashley Paul JELLEY.	810 Pacific Highway, Gordon NSW 2072.	11 December 2013.
		D. J. MOONEY, President
		M. C. SPITERI, Registrar

## SYDNEY WATER CATCHMENT MANAGEMENT ACT 1998

Notice under section 22 (8)

Execution of Revised Raw Water Supply Agreement  
between Sydney Catchment Authority and  
Sydney Water Corporation

THE Sydney Water Catchment Management Act 1998 requires the Sydney Catchment Authority (SCA) to enter into arrangements with Sydney Water Corporation (Sydney Water) for the supply of water by the SCA to Sydney Water.

In May-June 2013 a revised agreement was placed on public exhibition. After exhibition, the Independent Pricing and Regulatory Tribunal reported to the Minister for Primary Industries on the revised agreement, and the Treasurer was consulted about the terms of the agreement. The Minister for Primary Industries approved the terms of the new arrangement on 28 October 2013. The revised agreement is available on the SCA website.

FIONA SMITH,  
Acting Chief Executive

## THREATENED SPECIES CONSERVATION ACT 1995

Notice of Preliminary Determinations

THE Scientific Committee has made Preliminary Determinations proposing that the following be listed in the relevant Schedules of the Threatened Species Conservation Act 1995.

**Endangered Species** (Part 1 of Schedule 1)  
*Eucalyptus macarthurii* H.Deane & Maiden, a tree

**Vulnerable Species** (Part 1 of Schedule 2)  
*Pterostylis chaetophora* M.A.Clem. & D.L.Jones, a herb

Any person may make a written submission regarding these Preliminary Determinations. Send submissions to Suzanne Chate, PO Box 1967, Hurstville BC 1481. Submissions close 14 March 2014.

Copies of these Determinations, which contain the reasons for the determinations, may be obtained free of charge on the Internet [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au), by contacting the Scientific Committee Unit, PO Box 1967, Hurstville BC 1481. Tel: (02) 9585 6940 or Fax (02) 9585 6606 or in person at the Office of Environment and Heritage Information Centre, Level 14, 59-61 Goulburn Street, Sydney. Copies of the determinations may also be obtained from National Parks and Wildlife Service Area Offices and Visitor Centres, subject to availability.

Associate Professor MICHELLE LEISHMAN,  
Chairperson

## TOTALIZATOR ACT 1997

Order – Section 17A

I, GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, in pursuance of section 17A (2) of the Totalizator Act 1997 (Competition and Consumer Act 2010 (formerly known as the Trade Practices Act 1974 (Cth)) exemption), by this Order approve of the following arrangements for the purposes of that section:

- The Deed entitled “Sixth RDA Amending Agreement” between Tabcorp Holdings Limited, TAB Limited, Racingcorp Pty Ltd, Racing NSW, Harness Racing NSW and Greyhound Racing NSW dated 22 October 2013 amending the “Racing Distribution Agreement” between those parties dated 11 December 1997 (as amended).

This Order takes effect from the date of publication in the *NSW Government Gazette*.

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

## WORK HEALTH AND SAFETY REGULATION 2011 (Clause 684)

Exemption Order No. 012/13

I, JOHN WATSON, General Manager, Work Health and Safety Division of the WorkCover Authority of New South Wales, pursuant to Clause 684 of the Work Health and Safety Regulation 2011, grant the following exemption.

Dated this 16th day of December 2013.

JOHN WATSON,  
General Manager,  
Work Health and Safety Division,  
WorkCover Authority of New South Wales

## Work Health and Safety Regulation 2011

Exemption Order No. 012/13

### 1. Name of Order

This Exemption Order is the Work Health and Safety Regulation 2011 Exemption Order No. 012/13.

### 2. Commencement

This Exemption Order commences on 31 December 2013 and has effect until 31 December 2014.

### 3. Exemption

This Exemption Order is made by the WorkCover Authority of New South Wales on its own initiative.

Terms used in this Exemption Order have the same meaning as in the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011.

This Exemption Order applies to persons conducting a business or undertaking who require a worker to frequently use personal protective equipment as a control measure to protect the worker from the risk of hearing loss associated with noise that exceeds the “exposure standard for noise”.

Those persons are exempt from Clause 58 (2) of the Work Health and Safety Regulation 2011, subject to the conditions specified in the Schedule to this Exemption Order.

## SCHEDULE

This Exemption Order is subject to the following conditions:

1. Nothing in this Exemption Order affects any other applicable requirement imposed by law on a person conducting a business or undertaking in relation to matters relating to this Exemption Order, including the monitoring of workers and conditions at the workplace under section 19 (3) (g) Work Health and Safety Act 2011.



Independent Pricing and Regulatory Tribunal

## **Sydney Metropolitan and Outer Metropolitan Bus Services**

Determination No. 7, 2013



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The Tribunal members for this review are:

Dr Peter J. Boxall, AO, Chairman

Mr Simon Draper, Part Time Member

Dr Paul Paterson, Part Time Member

Independent Pricing and Regulatory Tribunal of New South Wales

PO Box Q290, QVB Post Office NSW 1230

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## Preliminary

### 1 Background

#### 1.1 Passenger Transport Act 1990 (NSW)

- (a) Under section 28J (2) of the *Passenger Transport Act 1990* (NSW) (**Passenger Transport Act**), IPART is to conduct investigations and make reports to the Minister on the determination of maximum fares for Regular Bus Services supplied under a Bus Service Contract by a Contract Holder (**Contracted Bus Services**).
- (b) In making this determination, IPART has had regard to a broad range of matters, including the matters set out in section 28J (5) of the *Passenger Transport Act*.

#### 1.2 Independent Pricing and Regulatory Tribunal Act 1992 (NSW)

- (a) Section 11 of the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW) (**IPART Act**) provides IPART with a standing reference to conduct investigations and make reports to the Minister on the determination of the pricing for a government monopoly service supplied by a government agency specified in Schedule 1 of the *IPART Act*.
- (b) The State Transit Authority (**STA**) (but excluding any bus services provided by STA under a service contract to which section 28J of the *Passenger Transport Act* applies) is listed as a government agency for the purposes of Schedule 1 of the *IPART Act*.
- (c) The services of STA declared as government monopoly services under the *Independent Pricing and Regulatory Tribunal (Passenger Transport Services) Order 1998* (NSW) are the regular passenger services (within the meaning of the *Passenger Transport Act*) supplied by STA, excluding the following:
  - (1) services supplied in accordance with the ticket known as the "Sydney Pass";
  - (2) the bus service known as the "Airport Express";
  - (3) the bus service known as the "Sydney Explorer", the bus service known as the "Bondi & Bay Explorer" and any other similar bus services operating in any other areas,  
**(STA Monopoly Services)**.
- (d) The STA Monopoly Services include the ferry services in Newcastle which are provided by the Newcastle Buses and Ferries division of STA (**Stockton Ferry Services**).

Preliminary

- (e) In making this determination, IPART has had regard to a broad range of matters, including the matters set out in section 15 (1) of the IPART Act.

## 2 Application of this determination

- (a) This determination sets out the formulae to be applied to determine the maximum fares that:
  - (1) each Contract Holder may charge for Contracted Bus Services supplied under the Sydney Ticket Types and the Newcastle Ticket Types; and
  - (2) STA may charge for the STA Monopoly Services supplied under the Newcastle Multi Modal Tickets,by fixing the maximum weighted average percentage increase across fares.
- (b) This determination commences on the later of:
  - (1) 5 January 2014; and
  - (2) the date that it is published in the NSW Government Gazette, (2014 Commencement Date).
- (c) This determination applies from the 2014 Commencement Date until this determination is replaced (**Determination Period**).

## 3 Replacement of Determination No. 7 of 2009

This determination replaces Determination No. 7, 2009 from the 2014 Commencement Date. The replacement does not affect anything done or omitted to be done, or rights or obligations accrued, under Determination No. 7, 2009 prior to its replacement.

## 4 Replacement of Determination No. 8 of 2009

This determination replaces Determination No. 8, 2009 from the 2014 Commencement Date. The replacement does not affect anything done or omitted to be done, or rights or obligations accrued, under Determination No. 8, 2009 prior to its replacement.

## 5 Compliance with this determination

### 5.1 Passenger Transport Act

- (a) Under section 28J (6) of the Passenger Transport Act, a Bus Service Contract is taken to include a term (**Implied Term**) to the effect that:
- (1) the Contract Holder must not charge a passenger of the Contracted Bus Service a fare that exceeds the maximum fare determined by IPART for the provision of such a service to a passenger of that kind; and
  - (2) if the Contracted Bus Service is to be provided for the Contract Holder by another person, the Contract Holder must ensure that the person providing the service for the Contract Holder does not charge a passenger of the Contracted Bus Service a fare that exceeds the maximum fare determined by IPART for the provision of such a service to a passenger of that kind.
- (b) Under section 28J (7) of the Passenger Transport Act, any contravention of the Implied Term by a Contract Holder may be remedied at law or in equity as though the term were an essential term to which the parties had by contract agreed.

### 5.2 IPART Act

Under section 18 (2) of the IPART Act, STA may not fix its fares for STA Monopoly Services supplied under the Newcastle Multi Modal Tickets at a level below the maximum price fixed in accordance with clause 3 of schedule 2 of this determination without the approval of the Treasurer.

## 6 Schedules

- (a) Schedule 1 sets out the formulae to be applied to determine the maximum fares that each Contract Holder may charge for Contracted Bus Services supplied under the Sydney Ticket Types.
- (b) Schedule 2 sets out the formulae to be applied to determine the maximum fares that:
- (1) each Contract Holder may charge for Contracted Bus Services supplied under the Newcastle Ticket Types; and
  - (2) STA may charge for the STA Monopoly Services supplied under the Newcastle Multi Modal Tickets.
- (c) Schedule 3 sets out the requirements for pricing proposals to be submitted to IPART.
- (d) Schedule 4 sets out definitions and interpretation provisions used in this determination.

## Schedule 1 Maximum Fares for Sydney Ticket Types

### 1 Application

- (a) This Schedule 1 sets out the formulae to be applied to determine the maximum Fares that each Contract Holder may charge for Contracted Bus Services supplied under the Sydney Ticket Types, by fixing the maximum weighted average percentage increase across Fares.
- (b) If a Contract Holder introduces any new Sydney Ticket Types during the Determination Period, this determination will apply to the applicable Fares in accordance with this schedule 1.
- (c) If a Contract Holder discontinues any Sydney Ticket Types during the Determination Period, this determination will apply to the remaining Fares in accordance with this schedule 1.

### 2 Sydney Ticket Types

Table 1 of this Schedule 1 lists the Sydney Ticket Types available for sale as at the date of this determination.

### 3 Link Tickets

Each Contract Holder must ensure that the Fare for the Regular Bus Services component of the:

- (a) Moore Park Link Ticket does not exceed the Full Fare for a MyBus2 Single Ticket fixed in accordance with this determination; and
- (b) Bondi Beach Link Ticket does not exceed the Full Fare for a MyBus1 Single Ticket fixed in accordance with this determination.

### 4 Maximum Fares for Sydney Ticket Types

Each Contract Holder must ensure that its Fares for Sydney Ticket Types comply with the formulae set out below.

#### 4.1 For the 2014 Period:

$$(1 + 2.6\%) \times \left( \sum_{i=1}^{nF} P_{i2013} \times Q_{i2013} \right) \geq \left( \sum_{i=1}^n P_{i2014} \times Q_{i2013} \right)$$

Where:

$n$  is the number of Sydney Ticket Types.

$P_{i2013}$  is the Full Fare specified in Table 1 for Sydney Ticket Type  $i$ .

$P_{i2014}$  is the Full Fare that each Contract Holder charges for Sydney Ticket Type  $i$  during the 2014 Period.

$Q_{i2013}$  is:

- (a) subject to paragraph (b) below:
- (1) where Sydney Ticket Type  $i$  is a Sydney Single Modal Ticket, the total number of Ticket Sales for that Sydney Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); and
  - (2) where Sydney Ticket Type  $i$  is a Sydney Multi Modal Ticket, 50% of the total number of Ticket Sales for that Sydney Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); or
- (b) if, during the 2014 Period, any of the following events occur:
- (1) a new Sydney Ticket Type is introduced;
  - (2) an existing Sydney Ticket Type is discontinued;
  - (3) there is a Fare increase or Fare decrease of a Substitutable Sydney Ticket;
  - (4) there is a change in conditions of travel for an existing Sydney Ticket Type; or
  - (5) there is not yet 12 months of data on Ticket Sales available for a Sydney Ticket Type,

a value approved by IPART for each Sydney Ticket Type.

[Note: For the purposes of calculating  $Q_{i2013}$  under paragraph (a) above, Ticket Validations of:

- a) Link Tickets;
- b) MyMulti2 Tickets;
- c) MyMulti3 Tickets; and
- d) MyMulti DayPass Tickets,

are to be treated as set out in IPART's Compliance Spreadsheet.]

#### 4.2 For the 2015 Period:

$$(1 + 0.5\%) \times (1 + \Delta CPI_1) \times \left( \left( \sum_{i=1}^n P_{i2014} \times Q_{i2014} \right) + C_{2014} \right) \\ \geq \left( \sum_{i=1}^n P_{i2015} \times Q_{i2014} \right)$$



Schedule 1 Maximum Fares for Sydney  
Ticket Types

Where:

$(1+0.5\%) \times (1+\Delta\text{CPI}_1)$  is calculated to the nearest 2 decimal places.

$n$  is the number of Sydney Ticket Types.

$P_{i2014}$  is the Full Fare charged for Sydney Ticket Type  $i$  during the 2014 Period.

$P_{i2015}$  is the Full Fare that each Contract Holder charges for Sydney Ticket Type  $i$  during the 2015 Period.

$Q_{i2014}$  is:

- (a) subject to paragraph (b) below:
- (1) where Sydney Ticket Type  $i$  is a Sydney Single Modal Ticket, the total number of Ticket Sales for that Sydney Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); and
  - (2) where Sydney Ticket Type  $i$  is a Sydney Multi Modal Ticket, 50% of the total number of Ticket Sales for that Sydney Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); or
- (b) if, during the 2015 Period, any of the following events occur:
- (1) a new Sydney Ticket Type is introduced;
  - (2) an existing Sydney Ticket Type is discontinued;
  - (3) there is a Fare increase or Fare decrease of a Substitutable Sydney Ticket;
  - (4) there is a change in conditions of travel for an existing Sydney Ticket Type; or
  - (5) there is not yet 12 months of data on Ticket Sales available for a Sydney Ticket Type,

a value approved by IPART for each Sydney Ticket Type.

[Note: For the purposes of calculating  $Q_{i2014}$  under paragraph (a) above, Ticket Validations of:

- a) Link Tickets;
- b) MyMulti2 Tickets;
- c) MyMulti3 Tickets; and
- d) MyMulti DayPass Tickets,

are to be treated as set out in IPART's Compliance Spreadsheet.]

$\Delta\text{CPI}_1$  has the meaning given to that term in clause 1.2 of schedule 4 of this determination.

$CF_{2014}$  is the 2014 Catch-up Factor, which:

- (a) is calculated as the Allowed Fare Revenue minus the Proposed Fare Revenue, where:

**Allowed Fare Revenue** is  $(1 + 2.6\%) \times (\sum_{i=1}^n P_{i2013} \times Q_{i2013})$

**Proposed Fare Revenue** is  $(\sum_{i=1}^n P_{i2014} \times Q_{i2013})$

$n$ ,  $P_{i2013}$ ,  $P_{i2014}$  and  $Q_{i2013}$  have the meaning given to those terms in clause 4.1 above; and

- (b) must be equal to or greater than 0.

#### 4.3 For the 2016 Period:

$$(1 + 0.5\%) \times (1 + \Delta CPI_2) \times \left( \left( \sum_{i=1}^n P_{i2015} \times Q_{i2015} \right) + CF_{2015} \right) \\ \geq \left( \sum_{i=1}^n P_{i2016} \times Q_{i2015} \right)$$

Where:

$(1+0.5\%)\times(1+\Delta CPI_2)$  is calculated to the nearest 2 decimal places.

$n$  is the number of Sydney Ticket Types.

$P_{i2015}$  is the Full Fare charged for Sydney Ticket Type  $i$  during the 2015 Period.

$P_{i2016}$  is the Full Fare that each Contract Holder charges for Sydney Ticket Type  $i$  during the 2016 Period.

$Q_{i2015}$  is:

- (a) subject to paragraph (b) below:
- (1) where Sydney Ticket Type  $i$  is a Sydney Single Modal Ticket, the total number of Ticket Sales for that Sydney Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); and
  - (2) where Sydney Ticket Type  $i$  is a Sydney Multi Modal Ticket, 50% of the total number of Ticket Sales for that Sydney Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); or
- (b) if, during the 2016 Period, any of the following events occur:
- (1) a new Sydney Ticket Type is introduced;

Schedule 1 Maximum Fares for Sydney  
Ticket Types

- (2) an existing Sydney Ticket Type is discontinued;
- (3) there is a Fare increase or Fare decrease of a Substitutable Sydney Ticket;
- (4) there is a change in conditions of travel for an existing Sydney Ticket Type; or
- (5) there is not yet 12 months of data on Ticket Sales available for a Sydney Ticket Type,  
a value approved by IPART for each Sydney Ticket Type.

[Note: For the purposes of calculating  $Q_{2015}$  under paragraph (a) above, Ticket Validations of:

- a) Link Tickets;
- b) MyMulti2 Tickets;
- c) MyMulti3 Tickets; and
- d) MyMulti DayPass Tickets,

are to be treated as set out in IPART's Compliance Spreadsheet.]

$\Delta CPI_2$  has the meaning given to that term in clause 1.2 of schedule 4 of this determination.

$CF_{2015}$  is the 2015 Catch-up Factor, which:

- (a) is calculated as the Allowed Fare Revenue minus the Proposed Fare Revenue, where:

**Allowed Fare Revenue** is:

$$(1 + 0.5\%) \times (1 + \Delta CPI_1) \times \left( \left( \sum_{i=1}^n P_{i2014} \times Q_{i2014} \right) + CF_{2014} \right)$$

**Proposed Fare Revenue** is  $(\sum_{i=1}^n P_{i2015} \times Q_{i2014})$

$(1+0.5\%) \times (1+\Delta CPI_1)$ ,  $\Delta CPI_1$ ,  $n$ ,  $P_{i2014}$ ,  $P_{i2015}$ ,  $Q_{i2014}$  and  $CF_{2014}$  have the meaning given to those terms in clause 4.2 above; and

- (b) must be equal to or greater than 0.

#### 4.4 For the 2017 Period:

$$(1 + 0.5\%) \times (1 + \Delta CPI_3) \times \left( \left( \sum_{i=1}^n P_{i2016} \times Q_{i2016} \right) + CF_{2016} \right)$$

$$\geq \left( \sum_{i=1}^n P_{i2017} \times Q_{i2016} \right)$$

Where:

$(1+0.5\%) \times (1+\Delta CPI_3)$  is calculated to the nearest 2 decimal places.

$n$  is the number of Sydney Ticket Types.

$P_{i2016}$  is the Full Fare charged for Sydney Ticket Type  $i$  during the 2016 Period.

$P_{i2017}$  is the Full Fare that each Contract Holder charges for Sydney Ticket Type  $i$  during the 2017 Period.

$Q_{i2016}$  is:

- (a) subject to paragraph (b) below:
- (1) where Sydney Ticket Type  $i$  is a Sydney Single Modal Ticket, the total number of Ticket Sales for that Sydney Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); and
  - (2) where Sydney Ticket Type  $i$  is a Sydney Multi Modal Ticket, 50% of the total number of Ticket Sales for that Sydney Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); or
- (b) if, during the 2017 Period, any of the following events occur:
- (1) a new Sydney Ticket Type is introduced;
  - (2) an existing Sydney Ticket Type is discontinued;
  - (3) there is a Fare increase or Fare decrease of a Substitutable Sydney Ticket;
  - (4) there is a change in conditions of travel for an existing Sydney Ticket Type; or
  - (5) there is not yet 12 months of data on Ticket Sales available for a Sydney Ticket Type,

a value approved by IPART for each Sydney Ticket Type.

**[Note:** For the purposes of calculating  $Q_{i2016}$  under paragraph (a) above, Ticket Validations of:

- a) Link Tickets;
- b) MyMulti2 Tickets;
- c) MyMulti3 Tickets; and
- d) MyMulti DayPass Tickets,

are to be treated as set out in IPART's Compliance Spreadsheet.]

$\Delta CPI_3$  has the meaning given to that term in clause 1.2 of schedule 4 of this determination.

$CF_{2016}$  is the 2016 Catch-up Factor, which:

- (a) is calculated as the Allowed Fare Revenue minus the Proposed Fare Revenue, where:

**Allowed Fare Revenue** is  $(1 + 0.5\%) \times (1 + \Delta CPI_2) \times ((\sum_{i=1}^n P_{i2015} \times Q_{i2015}) + CF_{2015})$

Schedule 1 Maximum Fares for Sydney  
Ticket Types

**Proposed Fare Revenue** is  $(\sum_{i=1}^n P_{i2016} \times Q_{i2015})$

$(1+0.5\%) \times (1+\Delta\text{CPI}_2)$ ,  $\Delta\text{CPI}_2$ ,  $n$ ,  $P_{i2015}$ ,  $P_{i2016}$ ,  $Q_{i2015}$  and  $\text{CF}_{2015}$  have the meaning given to those terms in clause 4.3 above; and

(b) must be equal to or greater than 0.

## 5 Worked example

Assume for the purposes of this worked example only that:

- ▼ Contract Holders offer 3 Fares; and
- ▼ the allowed Fare increase between 2013 and 2014 is 2.6%.<sup>1</sup>

(a) Full Fares for 2013 and 2014 are as follows:

Ticket Type	2013	Example 2014
	Full Fare ( $P_{i2013}$ )	Full Fare ( $P_{i2014}$ )
MyBus1 Single Ticket	\$2.20	\$2.20
MyBus2 Single Ticket	\$3.60	\$3.80
MyBus1 TravelTen	\$17.60	\$17.80

(b) number of Ticket Sales are as follows:

Ticket Type	Number of Ticket Sales
	1 July 2012 - 30 June 2013 ( $Q_{i2013}$ )
MyBus1 Single Ticket	100
MyBus2 Single Ticket	70
MyBus1 TravelTen	15

To determine whether the Fares for the 2014 Period comply with clause 4.1, schedule 1 of the determination, the following must be calculated:

(1) Allowed Fare Revenue

Ticket Type	Full Fare ( $P_{i2013}$ )	Number of Ticket Sales ( $Q_{i2013}$ )	Revenue
	a	b	a * b
MyBus1 Single Ticket	\$2.20	100	\$2.20*100 = \$220
MyBus2 Single Ticket	\$3.60	70	\$3.60*70 = \$252
MyBus1 TravelTen	\$17.60	15	\$17.60*15 = \$264
<b>Total revenue</b>			<b>\$736</b>

For a weighted average increase in the 2014 Period of 2.6%, the Allowed Fare Revenue in the 2014 Period will be  $\$736 \times (1+2.6\%) = \$755.14$ .

<sup>1</sup> 0.5% real increase and inflation of 2.1%.

Schedule 1 Maximum Fares for Sydney  
Ticket Types

(2) Proposed Fare Revenue

Ticket Type	Example Full Fare (P <sub>2014</sub> )	Number of Ticket Sales (Q <sub>2013</sub> )	Revenue
	<b>a</b>	<b>b</b>	<b>a* b</b>
MyBus1 Single Ticket	\$2.20	100	\$2.20*100 = \$220
MyBus2 Single Ticket	\$3.80	70	\$3.80*70 = \$266
MyBus1 TravelTen	\$17.80	15	\$17.80*15 = \$267
<b>Total revenue</b>			<b>\$753</b>

The Fares for the 2014 Period comply with clause 4.1, schedule 1 of the determination. The proposed fares for the 2014 Period in the table above would comply with the maximum weighted average fare increase because the Proposed Fare Revenue is less than the Allowed Fare Revenue - \$753 is less than \$755.14.

## Table 1

**Table 1 2013 Full Fares for Sydney Ticket Types (P<sub>2013</sub>)**

<b>Sydney Ticket Type</b>	<b>2013 Full Fare</b>
MyBus1 Single Ticket	\$2.20
MyBus2 Single Ticket	\$3.60
MyBus3 Single Ticket	\$4.60
MyBus1 TravelTen Ticket	\$17.60
MyBus2 TravelTen Ticket	\$28.80
MyBus3 TravelTen Ticket	\$36.80
Special Event Bus Single Ticket	\$3.50
Special Event Bus Return Ticket	\$6.00
School Term Pass	\$50.00
MyMulti1 Ticket (Weekly)	\$44.00
MyMulti1 Ticket (Monthly)	\$168.00
MyMulti1 Ticket (Quarterly)	\$463.00
MyMulti1 Ticket (Annual)	\$1,672.00



## Schedule 2 Maximum Fares for Newcastle Ticket Types

### 1 Application

- (a) This schedule 2 sets out the formulae to be applied to determine the maximum Fares that:
- (1) each Contract Holder may charge for Contracted Bus Services supplied under the Newcastle Ticket Types; and
  - (2) STA may charge for the STA Monopoly Services supplied under the Newcastle Multi Modal Tickets,
- by fixing the maximum weighted average percentage increase across Fares.
- (b) If a Contract Holder or STA introduces any new Newcastle Ticket Types during the Determination Period, this determination will apply to the applicable Fares in accordance with this schedule 2.
- (c) If a Contract Holder or STA discontinues any Newcastle Ticket Types during the Determination Period, this determination will apply to the remaining Fares in accordance with this schedule 2.

### 2 Newcastle Ticket Types

Table 2 of this schedule 2 lists the Newcastle Ticket Types available for sale as at the date of this determination.

### 3 Maximum Fares for Newcastle Ticket Types

Each Contract Holder and STA must ensure that its Fares for Newcastle Ticket Types comply with the formulae set out below.

#### 3.1 For the 2014 Period:

$$(1 + 2.6\%) \times \left( \sum_{i=1}^{n^F} P_{i2013} \times Q_{i2013} \right) \geq \left( \sum_{i=1}^n P_{i2014} \times Q_{i2013} \right)$$

Where:

**n** is the number of Newcastle Ticket Types.

**P<sub>i2013</sub>** is the Full Fare specified in Table 2 for Newcastle Ticket Type i.

Schedule 2 Maximum Fares for Newcastle Ticket Types

$P_{i2014}$  is the Full Fare that each Contract Holder and STA charge for Newcastle Ticket Type  $i$  during the 2014 Period.

$Q_{i2013}$  is:

- (a) subject to paragraph (b) below:
- (1) where Newcastle Ticket Type  $i$  is a Newcastle Single Modal Ticket, the total number of Ticket Sales for that Newcastle Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); and
  - (2) where Newcastle Ticket Type  $i$  is a Newcastle Multi Modal Ticket, 50% of the total number of Ticket Sales for that Newcastle Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); or
- (b) if, during the 2014 Period, any of the following events occur:
- (1) a new Newcastle Ticket Type is introduced;
  - (2) an existing Newcastle Ticket Type is discontinued;
  - (3) there is a Fare increase or Fare decrease of a Substitutable Newcastle Ticket;
  - (4) there is a change in conditions of travel for an existing Newcastle Ticket Type; or
  - (5) there is not yet 12 months of data on Ticket Sales available for a Newcastle Ticket Type,

a value approved by IPART for each Newcastle Ticket Type.

### 3.2 For the 2015 Period:

$$(1 + 0.5\%) \times (1 + \Delta CPI_1) \times \left( \left( \sum_{i=1}^n P_{i2014} \times Q_{i2014} \right) + CF_{2014} \right) \\ \geq \left( \sum_{i=1}^n P_{i2015} \times Q_{i2014} \right)$$

Where:

$(1+0.5\%) \times (1+\Delta CPI_1)$  is calculated to the nearest 2 decimal places.

$n$  is the number of Newcastle Ticket Types.

$P_{i2014}$  is the Full Fare charged for Newcastle Ticket Type  $i$  during the 2014 Period.

$P_{i2015}$  is the Full Fare that each Contract Holder and STA charge for Newcastle Ticket Type  $i$  during the 2015 Period.

$Q_{i2014}$  is:

- (a) subject to paragraph (b) below:
- (1) where Newcastle Ticket Type  $i$  is a Newcastle Single Modal Ticket, the total number of Ticket Sales for that Newcastle Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); and
  - (2) where Newcastle Ticket Type  $i$  is a Newcastle Multi Modal Ticket, 50% of the total number of Ticket Sales for that Newcastle Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); or
- (b) if, during the 2015 Period, any of the following events occur:
- (1) a new Newcastle Ticket Type is introduced;
  - (2) an existing Newcastle Ticket Type is discontinued;
  - (3) there is a Fare increase or Fare decrease of a Substitutable Newcastle Ticket;
  - (4) there is a change in conditions of travel for an existing Newcastle Ticket Type; or
  - (5) there is not yet 12 months of data on Ticket Sales available for a Newcastle Ticket Type,

a value approved by IPART for each Newcastle Ticket Type.

$\Delta CPI_1$  has the meaning given to that term in clause 1.2 of schedule 4 of this determination.

$CF_{2014}$  is the 2014 Catch-up Factor, which:

- (a) is calculated as the Allowed Fare Revenue minus the Proposed Fare Revenue, where:

**Allowed Fare Revenue** is  $(1 + 2.6\%) \times (\sum_{i=1}^n P_{i2013} \times Q_{i2013})$

**Proposed Fare Revenue** is  $(\sum_{i=1}^n P_{i2014} \times Q_{i2013})$

$n$ ,  $P_{i2013}$ ,  $P_{i2014}$  and  $Q_{i2013}$  have the meaning given to those terms in clause 3.1 above; and

- (b) must be equal to or greater than 0.

### 3.3 For the 2016 Period:

$$(1 + 0.5\%) \times (1 + \Delta CPI_2) \times \left( \left( \sum_{i=1}^n P_{i2015} \times Q_{i2015} \right) + CF_{2015} \right)$$

Schedule 2 Maximum Fares for Newcastle Ticket Types

$$\geq \left( \sum_{i=1}^n P_{i2016} \times Q_{i2015} \right)$$

Where:

$(1+0.5\%) \times (1+\Delta\text{CPI}_2)$  is calculated to the nearest 2 decimal places.

$n$  is the number of Newcastle Ticket Types.

$P_{i2015}$  is the Full Fare charged for Newcastle Ticket Type  $i$  during the 2015 Period.

$P_{i2016}$  is the Full Fare that each Contract Holder and STA charge for Newcastle Ticket Type  $i$  during the 2016 Period.

$Q_{i2015}$  is:

- (a) subject to paragraph (b) below:
- (1) where Newcastle Ticket Type  $i$  is a Newcastle Single Modal Ticket, the total number of Ticket Sales for that Newcastle Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); and
  - (2) where Newcastle Ticket Type  $i$  is a Newcastle Multi Modal Ticket, 50% of the total number of Ticket Sales for that Newcastle Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); or
- (b) if, during the 2016 Period, any of the following events occur:
- (1) a new Newcastle Ticket Type is introduced;
  - (2) an existing Newcastle Ticket Type is discontinued;
  - (3) there is a Fare increase or Fare decrease of a Substitutable Newcastle Ticket;
  - (4) there is a change in conditions of travel for an existing Newcastle Ticket Type; or
  - (5) there is not yet 12 months of data on Ticket Sales available for a Newcastle Ticket Type,

a value approved by IPART for each Newcastle Ticket Type.

$\Delta\text{CPI}_2$  has the meaning given to that term in clause 1.2 of schedule 4 of this determination.

$CF_{2015}$  is the 2015 Catch-up Factor, which:

- (a) is calculated as the Allowed Fare Revenue minus the Proposed Fare Revenue, where:

**Allowed Fare Revenue** is

$$(1 + 0.5\%) \times (1 + \Delta CPI_1) \times \left( \sum_{i=1}^n P_{i2014} \times Q_{i2014} \right) + CF_{2014}$$

**Proposed Fare Revenue** is  $\left( \sum_{i=1}^n P_{i2015} \times Q_{i2014} \right)$

$(1+0.5\%) \times (1+\Delta CPI_1)$ ,  $\Delta CPI_1$ ,  $n$ ,  $P_{i2014}$ ,  $P_{i2015}$ ,  $Q_{i2014}$  and  $CF_{2014}$  have the meaning given to those terms in clause 3.2 above; and

- (b) must be equal to or greater than 0.

### 3.4 For the 2017 Period:

$$(1 + 0.5\%) \times (1 + \Delta CPI_3) \times \left( \left( \sum_{i=1}^n P_{i2016} \times Q_{i2016} \right) + CF_{2016} \right) \\ \geq \left( \sum_{i=1}^n P_{i2017} \times Q_{i2016} \right)$$

Where:

$(1+0.5\%) \times (1+\Delta CPI_3)$  is calculated to the nearest 2 decimal places.

$n$  is the number of Newcastle Ticket Types.

$P_{i2016}$  is the Full Fare charged for Newcastle Ticket Type  $i$  during the 2016 Period.

$P_{i2017}$  is the Full Fare that each Contract Holder and STA charge for Newcastle Ticket Type  $i$  during the 2017 Period.

$Q_{i2016}$  is:

- (a) subject to paragraph (b) below:
- (1) where Newcastle Ticket Type  $i$  is a Newcastle Single Modal Ticket, the total number of Ticket Sales for that Newcastle Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); and
  - (2) where Newcastle Ticket Type  $i$  is a Newcastle Multi Modal Ticket, 50% of the total number of Ticket Sales for that Newcastle Ticket Type  $i$  during the most recent 12 month period (or for such other period as is approved by IPART); or

Schedule 2 Maximum Fares for Newcastle Ticket Types

- (b) if, during the 2017 Period, any of the following events occur:
- (1) a new Newcastle Ticket Type is introduced;
  - (2) an existing Newcastle Ticket Type is discontinued;
  - (3) there is a Fare increase or Fare decrease of a Substitutable Newcastle Ticket;
  - (4) there is a change in conditions of travel for an existing Newcastle Ticket Type; or
  - (5) there is not yet 12 months of data on Ticket Sales available for a Newcastle Ticket Type,
- a value approved by IPART for each Newcastle Ticket Type.

$\Delta CPI_3$  has the meaning given to that term in clause 1.2 of schedule 4 of this determination.

$CF_{2016}$  is the 2016 Catch-up Factor, which:

- (a) is calculated as the Allowed Fare Revenue minus the Proposed Fare Revenue, where:

**Allowed Fare Revenue** is:

$$(1 + 0.5\%) \times (1 + \Delta CPI_2) \times ((\sum_{i=1}^n P_{i2015} \times Q_{i2015}) + CF_{2015})$$

**Proposed Fare Revenue** is  $(\sum_{i=1}^n P_{i2016} \times Q_{i2015})$

$(1+0.5\%) \times (1+\Delta CPI_2)$ ,  $\Delta CPI_2$ ,  $n$ ,  $P_{i2015}$ ,  $P_{i2016}$ ,  $Q_{i2015}$  and  $CF_{2015}$  have the meaning given to those terms in clause 3.3 above; and

- (b) must be equal to or greater than 0.

## 4 Worked example

Assume for the purposes of this worked example only that:

- ▼ Contract Holders offer 3 Fares; and
- ▼ the allowed Fare increase between 2013 and 2014 is 2.6%.<sup>2</sup>

- (a) Full Fares for 2013 and 2014 are as follows:

Ticket Type	2013	Example 2014
	Full Fare ( $P_{i2013}$ )	Full Fare ( $P_{i2014}$ )
Time Based Ticket (1 hour)	\$3.60	\$3.80
TimeTen Multi Ride Ticket	\$29.00	\$30.00
Newcastle Orange TravelPass Ticket (Weekly)	\$38.00	\$40.00

<sup>2</sup> 0.5% real increase and inflation of 2.1%.

Schedule 2 Maximum Fares for Newcastle Ticket  
Types

(b) number of Ticket Sales are as follows:

Ticket Type	Number of Ticket Sales 1 July 2012 - 30 June 2013 (Q <sub>2013</sub> )
Time Based Ticket (1 hour)	100
TimeTen Multi Ride Ticket	70
Newcastle Orange TravelPass Ticket (Weekly)	15

To determine whether the Fares for the 2014 Period comply with clause 3.1, schedule 2 of the determination, the following must be calculated:

(1) Allowed Fare Revenue

Ticket Type	Full Fare (P <sub>2013</sub> ) <b>a</b>	Number of Ticket Sales (Q <sub>2013</sub> ) <b>b</b>	Revenue <b>a * b</b>
Time Based Ticket (1 hour)	\$3.60	100	\$3.60*100 = \$360
TimeTen Multi Ride Ticket	\$29.00	70	\$29.00*70 = \$2,030
Newcastle Orange TravelPass Ticket (Weekly)	\$38.00	15	\$38.00*15 = \$570
<b>Total revenue</b>			<b>\$2,960</b>

For a weighted average increase in the 2014 Period of 2.6%, the Allowed Fare Revenue in the 2014 Period will be \$2,960 x (1+2.6%) = \$3,036.96.

(2) Proposed Fare Revenue

Ticket Type	Example Full Fare (P <sub>2014</sub> ) <b>a</b>	Number of Ticket Sales (Q <sub>2013</sub> ) <b>b</b>	Revenue <b>a * b</b>
Time Based Ticket (1 hour)	\$3.80	100	\$3.80*100 = \$380
TimeTen Multi Ride Ticket	\$30.00	70	\$30.00*70 = \$2,100
Newcastle Orange TravelPass Ticket (Weekly)	\$40.00	15	\$40.00*15 = \$600
<b>Total revenue</b>			<b>\$3,080</b>

The Fares for the 2014 Period do not comply with clause 3.1, schedule 2 of the determination. The proposed fares for the 2014 Period in the table above would not comply with the maximum weighted average fare increase because the Proposed Fare Revenue is more than the Allowed Fare Revenue - \$3,080 is more than \$3,036.96.



## Table 2

**Table 2 2013 Full Fares for Newcastle Ticket Types (P<sub>i2013</sub>)**

<b>Newcastle Ticket Type</b>	<b>2013 Full Fare</b>
TimeTen Multi Ride Ticket	\$29.00
Time Based Ticket (1 hour)	\$3.60
Time Based Ticket (4 hour)	\$7.00
Time Based Ticket (23 hour)	\$10.60
Newcastle Orange TravelPass Ticket (Weekly)	\$38.00
Newcastle Orange TravelPass Ticket (Quarterly)	\$416.00
Newcastle Orange TravelPass Ticket (Yearly)	\$1,513.00

## Schedule 3 Pricing proposal

### 1 Requirement to submit pricing proposal for Contracted Bus Services

(a) If Transport for NSW requires a Contract Holder to, or approves a proposal by a Contract Holder to:

- (1) increase a Fare;
- (2) change the conditions of travel for an existing Ticket Type;
- (3) introduce one or more new Ticket Types; or
- (4) discontinue one or more existing Ticket Types,

(each a **Proposed Fare Change Event**), Transport for NSW on behalf of Contract Holders must submit to IPART, in accordance with this clause 1, a pricing proposal at least 20 Business Days before the Proposed Fare Change Event takes place (or by such later date as is agreed by IPART).

**[Note:** Transport for NSW has the function of “regulating the types of tickets and other ticketing arrangements for the setting of fares for transport services”: section 3E and schedule 1 of the *Transport Administration Act 1988* (NSW). Under the standard terms of the Bus Service Contract, Contract Holders must offer Fares for Tickets to travel on Contracted Bus Services as notified by Transport for NSW to the Contract Holder in writing from time to time.]

(b) Transport for NSW is not required to submit a pricing proposal if Transport for NSW:

- (1) requires the Contract Holder; or
- (2) approves a proposal by the Contract Holder,  
only to reduce an existing Fare.

(c) Each pricing proposal submitted under clause 1(a) must contain the following information:

- (1) all proposed Fares and Ticket Types;
- (2) details of the Ticket Sales for the most recent 12 month period (or such other period approved by IPART) for each Ticket Type;
- (3) the information required in IPART’s Compliance Spreadsheet (as published on its website and updated from time to time);
- (4) if a new Ticket Type is to be introduced:
  - (A) details of that proposed new Ticket Type and Fare, including:
    - (i) if the Fare is distance-based, zone-based, or time-based;
    - (ii) the number of journeys included (or, if a time-based Fare, the estimated average number of journeys likely to be taken by passengers on that Fare, and the period for which it is valid); and

- (iii) any other conditions of travel;
- (B) how the change is expected to impact sales of other Ticket Types; and
- (C) the expected revenue impact of the change;
- (5) if a Ticket Type is to be discontinued:
  - (A) details of the Ticket Type to be discontinued;
  - (B) how the change is expected to impact sales of other Ticket Types; and
  - (C) the expected revenue impact of the change; and
- (6) any other information IPART requires to satisfy itself that the proposed Fares comply with this determination.

## 2 Requirement to submit pricing proposal for STA Monopoly Services supplied under the Newcastle Multi Modal Tickets

- (a) If STA proposes to, or Transport for NSW requires STA to:
  - (1) increase a Fare for STA Monopoly Services supplied under a Newcastle Multi Modal Ticket; or
  - (2) change the conditions of travel for STA Monopoly Services under an existing Newcastle Multi Modal Ticket,(each a **Proposed STA Monopoly Service Fare Change Event**), STA with the prior written approval of Transport for NSW (or Transport for NSW on behalf of STA) must submit to IPART, in accordance with this clause 2, a pricing proposal at least 20 Business Days before the Proposed STA Monopoly Service Fare Change Event takes place (or by such later date as is agreed by IPART).

**[Note:** Transport for NSW may give directions to STA in relation to the exercise of its functions: s 3G(1) of the *Transport Administration Act 1988* (NSW).]
- (b) STA (or Transport for NSW on behalf of STA) is not required to submit a pricing proposal if STA (or Transport for NSW on behalf of STA) is proposing only to reduce an existing Fare for STA Monopoly Services supplied under a Newcastle Multi Modal Ticket.
- (c) Each pricing proposal submitted under clause 2(a) must contain the following information:
  - (1) all proposed Fares for STA Monopoly Services supplied under Newcastle Multi Modal Tickets;
  - (2) details of the Ticket Sales for the most recent 12 month period (or such other period approved by IPART) for each Newcastle Multi Modal Ticket;
  - (3) the information required in IPART's Compliance Spreadsheet (as published on its website and updated from time to time);

- (4) if a new Newcastle Multi Modal Ticket is to be introduced:
  - (A) details of that proposed new Newcastle Multi Modal Ticket and Fare, including:
    - (i) if the Fare is distance-based, zone-based, or time-based;
    - (ii) the number of journeys included (or, if a time-based Fare, the estimated average number of journeys likely to be taken by passengers on that Fare, and the period for which it is valid); and
    - (iii) any other conditions of travel;
  - (B) how the change is expected to impact sales of other Newcastle Ticket Types; and
  - (C) the expected revenue impact of the change;
- (5) if a Newcastle Multi Modal Ticket is to be discontinued:
  - (A) details of the Newcastle Multi Modal Ticket to be discontinued;
  - (B) how the change is expected to impact sales of other Newcastle Ticket Types; and
  - (C) the expected revenue impact of the change; and
- (6) any other information IPART requires to satisfy itself that the proposed Fares comply with this determination.

### **3 Publication of pricing proposal**

IPART may publish a pricing proposal submitted under clauses 1 and 2 on its website.

### **4 IPART assessment of pricing proposal**

- (a) IPART will notify Transport for NSW, if it forms the view that the pricing proposal submitted by Transport for NSW under clause 1(a) would, if implemented, result in the Contract Holder charging passengers Fares that exceed the maximum Fares that may be charged under this determination.
- (b) IPART will notify STA or Transport for NSW if it forms the view that the pricing proposal submitted by STA or Transport for NSW under clause 2(a) would, if implemented, result in STA charging passengers Fares that exceed the maximum Fares that may be charged under this determination.
- (c) IPART may publish a notice given under this clause 4 on its website.

## Schedule 4 Definitions and interpretation

### 1 Definitions

#### 1.1 General definitions

**2014 Commencement Date** means the 2014 Commencement Date as defined in clause 2(b) of the Preliminary section of this determination.

**2015 Commencement Date** means 4 January 2015 or such other date as is specified by IPART.

**2016 Commencement Date** means 3 January 2016 or such other date as is specified by IPART.

**2017 Commencement Date** means 1 January 2017 or such other date as is specified by IPART.

**2014 Period** means the period commencing on the 2014 Commencement Date and ending on the date immediately before the 2015 Commencement Date.

**2015 Period** means the period commencing on the 2015 Commencement Date and ending on the date immediately before the 2016 Commencement Date.

**2016 Period** means the period commencing on the 2016 Commencement Date and ending on the date immediately before the 2017 Commencement Date.

**2017 Period** means the period commencing on the 2017 Commencement Date and ending on the date immediately before the date that this determination is replaced.

**Adult** means a person who is aged 16 years or over and is not entitled to a concession fare.

**Bondi Beach Link Ticket** means the Bondi Beach Link Ticket as described on the website <http://www.131500.com.au> (as updated from time to time).

**Bus Service Contract** means a contract:

- (a) between a Contract Holder and Transport for NSW under Division 3 of Part 3 of the Passenger Transport Act for the provision of a Regular Bus Service; and

- (b) which authorises or otherwise permits the Contract Holder to charge passengers of the Regular Bus Service a fare for the use of the Regular Bus Service.

**Business Day** means a day other than a Saturday, a Sunday or a public holiday or bank holiday in all of New South Wales.

**Compliance Spreadsheet** means the compliance spreadsheet relating to transport services, published on IPART's website and updated from time to time.

**Contract Holder** means a party to a Bus Service Contract under which that party provides Contracted Bus Services.

**Contract Region Map** means the map attached as Appendix A to this determination.

**Contracted Bus Services** means the Contracted Bus Services defined in clause 1.1(a) of the Preliminary section of this determination.

**Determination No. 7, 2009** means IPART's Determination No. 7, 2009 entitled "Sydney Metropolitan and Outer Metropolitan Bus Services (other than TravelPass Services)".

**Determination No. 8, 2009** means IPART's Determination No. 8, 2009 entitled "TravelPass Services - Sydney Buses, Newcastle Buses and Sydney Ferries".

**Determination Period** means the Determination Period defined in clause 2(c) of the Preliminary section of this determination.

**Fare** means a fare payable by any passenger (Adult or concession) for services supplied under a Sydney Ticket Type or a Newcastle Ticket Type.

**Full Fare** means a fare payable by an Adult for services supplied under a Sydney Ticket Type or a Newcastle Ticket Type.

**GST** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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

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



## Schedule 4 Definitions and interpretation

**Link Tickets** are tickets for travel partly by means of the Regular Bus Services and partly by other means of transport that are not Regular Bus Services (including by train or ferry), that include but are not limited to:

- (a) the Moore Park Link Ticket; and
- (b) the Bondi Beach Link Ticket.

**Metropolitan Bus Services Contract Region** means a region specified on the Contract Region Map as a “Metro Bus Contracts” region.

**Moore Park Link Ticket** means the Moore Park Link Ticket as described on the website <http://www.131500.com.au> (as updated from time to time).

**MyBus1 Single Ticket** means a ticket for a single journey on a Contracted Bus Service which is valid for 1 to 2 Sections.

**MyBus2 Single Ticket** means a ticket for a single journey on a Contracted Bus Service which is valid for 3 to 5 Sections.

**MyBus3 Single Ticket** means a ticket for a single journey on a Contracted Bus Service which is valid for 6 or more Sections.

**MyBus1 TravelTen Ticket** means a ticket for 10 journeys on a Contracted Bus Service which is valid for 1 to 2 Sections for each journey.

**MyBus2 TravelTen Ticket** means a ticket for 10 journeys on a Contracted Bus Service which is valid for 3 to 5 Sections for each journey.

**MyBus3 TravelTen Ticket** means a ticket for 10 journeys on a Contracted Bus Service which is valid for 6 or more Sections for each journey.

**MyMulti DayPass Ticket** means the MyMulti DayPass Ticket as described in the *Sydney Trains and NSW Trains Fares and Ticketing Customer Handbook* (as updated from time to time) available on the website: <http://www.131500.com.au>.

**MyMulti1 Ticket** means any of the following tickets:

- (a) MyMulti1 Weekly;
- (b) MyMulti1 Monthly;
- (c) MyMulti1 Quarterly; and
- (d) MyMulti1 Yearly,

each as described in the *Sydney Trains and NSW Trains Fares and Ticketing Customer Handbook* (as updated from time to time) available on the website: <http://www.131500.com.au>.

**MyMulti2 Ticket** means any of the following tickets:

- (a) MyMulti2 Weekly;
- (b) MyMulti2 Monthly;
- (c) MyMulti2 Quarterly; and
- (d) MyMulti2 Yearly,

each as described in the *Sydney Trains and NSW Trains Fares and Ticketing Customer Handbook* (as updated from time to time) available on the website: <http://www.131500.com.au>.

**MyMulti3 Ticket** means any of the following tickets:

- (a) MyMulti3 Weekly;
- (b) MyMulti3 Monthly;
- (c) MyMulti3 Quarterly; and
- (d) MyMulti3 Yearly,

each as described in the *Sydney Trains and NSW Trains Fares and Ticketing Customer Handbook* (as updated from time to time) available on the website: <http://www.131500.com.au>.

**Newcastle Multi Modal Ticket** means any of the following tickets:

- (a) Newcastle Orange TravelPass Ticket;
- (b) Time Based Ticket (23 hour); and
- (c) any new ticket which:
  - (1) is introduced during the Determination Period;
  - (2) entitles a customer to travel by means of the Regular Bus Services within Outer Metropolitan Bus Services Contract Region 5 and by means of the Stockton Ferry Services; and
  - (3) is determined by IPART to be a Newcastle Multi Modal Ticket,

but does not include:

- (a) tickets for Trial Fares;
- (b) the ticket known as "Pensioner Excursion Ticket";
- (c) the ticket known as "Family Funday Sunday";
- (d) MyMulti1 Tickets;
- (e) MyMulti2 Tickets;
- (f) MyMulti3 Tickets; and
- (g) MyMulti DayPass Tickets.

## Schedule 4 Definitions and interpretation

**Newcastle Orange TravelPass Ticket** means a ticket permitting:

- (a) unlimited travel on the Contracted Bus Services within Outer Metropolitan Bus Services Contract Region 5; and
- (b) unlimited travel on the Stockton Ferry Services,

for the period specified on the ticket.

**Newcastle Single Modal Ticket** means any of the following tickets:

- (a) TimeTen Multi Ride Ticket;
- (b) Time Based Ticket (1 hour);
- (c) Time Based Ticket (4 hour); and
- (d) any new ticket which:
  - (1) is introduced during the Determination Period;
  - (2) entitles a customer to travel on the Regular Bus Services within Outer Metropolitan Bus Services Contract Region 5; and
  - (3) is determined by IPART to be a Newcastle Single Modal Ticket.

**Newcastle Ticket Type** means any ticket made available for sale (including a ticket using smart card or magnetic strip technology) which entitles a customer to travel on:

- (a) Contracted Bus Services; or
- (b) Contracted Bus Services and the Stockton Ferry Services,

within Outer Metropolitan Bus Services Contract Region 5, but does not include:

- (a) tickets for Trial Fares;
- (b) the ticket known as "Pensioner Excursion Ticket";
- (c) the ticket known as "Family Funday Sunday";
- (d) MyMulti1 Tickets;
- (e) MyMulti2 Tickets;
- (f) MyMulti3 Tickets; and
- (g) MyMulti DayPass Tickets.

**Outer Metropolitan Bus Services Contract Region** means a region specified on the Contract Region Map as an "Outer Metro Bus Contracts" region.

**Outer Metropolitan Bus Services Contract Region 5** means the region specified on the Contract Region Map as "Outer Metro Bus Contracts" region 5 (Newcastle).

**Passenger Transport Act** means the *Passenger Transport Act 1990* (NSW).

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

**School Term Pass** means the School Term Pass as described on the website <http://www.sydneybuses.info/> (as updated from time to time).

**Section** means a distance of approximately 1.6 kilometres into which a bus route is divided for ticketing purposes.

**Special Event Bus Return Ticket** means the Special Event Bus Return Ticket as described on the website <http://www.131500.com.au> (as updated from time to time).

**Special Event Bus Single Ticket** means the Special Event Bus Single Ticket as described on the website <http://www.131500.com.au> (as updated from time to time).

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

**STA Monopoly Services** has the meaning given to that term in clause 1.2(c) of the Preliminary section of this determination.

**Stockton Ferry Services** means the Stockton Ferry Services defined in clause 1.2(d) of the Preliminary section of this determination.

**Substitutable Newcastle Ticket** means a ticket for services supplied under a:

- (a) Newcastle Single Modal Ticket for which there is an alternative ticket for that same service; or
- (b) Newcastle Multi Modal Ticket for which there is an alternative ticket for the same services covered by that ticket.

**Substitutable Sydney Ticket** means a ticket for services supplied under a:

- (a) Sydney Single Modal Ticket for which there is an alternative ticket for that same service; or
- (b) Sydney Multi Modal Ticket for which there is an alternative ticket for the same services covered by that ticket.

**Sydney Multi Modal Ticket** means:

- (a) any of the MyMulti1 Tickets; and
- (b) any new ticket which:
  - (1) is introduced during the Determination Period;

## Schedule 4 Definitions and interpretation

- (2) entitles a customer to travel by means of the Regular Bus Services within the Metropolitan Bus Services Contract Regions and Outer Metropolitan Bus Services Contract Regions and by means of transport that are not Regular Bus Services (including by train or ferry); and
- (3) is determined by IPART to be a Sydney Multi Modal Ticket,

but does not include:

- (a) the Newcastle Ticket Types;
- (b) tickets for Trial Fares;
- (c) the ticket known as "Pensioner Excursion Ticket";
- (d) the ticket known as "Family Funday Sunday";
- (e) MyMulti2 Tickets;
- (f) MyMulti3 Tickets;
- (g) MyMulti DayPass Tickets; and
- (h) Link Tickets.

**Sydney Single Modal Ticket** means any of the following tickets:

- (a) MyBus1 Single Ticket;
- (b) MyBus2 Single Ticket;
- (c) MyBus3 Single Ticket;
- (d) MyBus1 TravelTen Ticket;
- (e) MyBus2 TravelTen Ticket;
- (f) MyBus3 TravelTen Ticket;
- (g) Special Event Bus Single Ticket;
- (h) Special Event Bus Return Ticket;
- (i) School Term Pass; and
- (j) any new ticket which:
  - (1) is introduced during the Determination Period;
  - (2) entitles a customer to travel on the Regular Bus Services within the Metropolitan Bus Services Contract Regions and Outer Metropolitan Bus Services Contract Regions; and
  - (3) is determined by IPART to be a Sydney Single Modal Ticket.

**Sydney Ticket Type** means any ticket made available for sale (including a ticket using smart card or magnetic strip technology) which entitles a customer to travel on Contracted Bus Services within the Metropolitan and Outer Metropolitan Bus Services Contract Regions, but does not include:

- (a) the Newcastle Ticket Types;
- (b) tickets for Trial Fares;
- (c) the ticket known as "Pensioner Excursion Ticket";
- (d) the ticket known as "Family Funday Sunday";
- (e) MyMulti2 Tickets;
- (f) MyMulti3 Tickets;
- (g) MyMulti DayPass Tickets; and
- (h) Link Tickets.

**Ticket Sale** means, in the case of a paper or electronic:

- (a) Sydney Single Modal Ticket, a Ticket Validation converted to a Ticket Sale in accordance with IPART's Compliance Spreadsheet;
- (b) Sydney Multi Modal Ticket, the sale of a Sydney Multi Modal Ticket through any vendor;
- (c) Newcastle Single Modal Ticket, the sale of a Newcastle Single Modal Ticket through any vendor; and
- (d) Newcastle Multi Modal Ticket, the sale of a Newcastle Multi Modal Ticket through any vendor.

**Ticket Type** means a Sydney Ticket Type or a Newcastle Ticket Type (including a ticket using smart card or magnetic strip technology) made available for sale to Adult and concession passengers. For the avoidance of doubt, a Ticket Type that is made available to both Adult and concession passengers will be taken to be one Ticket Type.

**Ticket Validation** means a validation of a ticket for one journey on an STA Monopoly Service or a Contracted Bus Service through a validation system which records boardings and/or alightings of passengers.

**Time Based Ticket (1 hour)** means a ticket that permits unlimited travel on the Contracted Bus Services within Outer Metropolitan Bus Services Contract Region 5 for a duration of up to 1 hour.

**Time Based Ticket (4 hour)** means a ticket that permits unlimited travel on the Contracted Bus Services within Outer Metropolitan Bus Services Contract Region 5 for a duration of up to 4 hours.

**Time Based Ticket (23 hour)** means a ticket that permits unlimited travel on the Contracted Bus Services within Outer Metropolitan Bus Services Contract Region 5 and the Stockton Ferry Services for a duration of up to 23 hours.

**TimeTen Multi Ride Ticket** means a ticket that permits ten journeys on the Contracted Bus Services within Outer Metropolitan Bus Services Contract Region 5, with each journey allowing unlimited travel for a duration of up to 1 hour.

**Transport for NSW** means Transport for NSW as constituted under the *Transport Administration Act 1988* (NSW).

**Trial Fare** means a Fare:

- (a) that is forecast by Transport for NSW, a Contract Holder or STA to contribute less than:
  - (1) 0.1% of Ticket Sales by a Contract Holder or STA (**Ticket Sale Threshold**); and
  - (2) 0.1% of fare revenue for a Contract Holder or STA's operations (**Revenue Threshold**), over any calendar month, and
- (b) for which there is an existing Fare for the same services covered by the Trial Fare.

A Fare will cease to be a Trial Fare if:

- (a) in any calendar month:
  - (1) the Ticket Sales for that Fare exceed the Ticket Sale Threshold; or
  - (2) the fare revenue attributable to that Fare exceeds the Revenue Threshold; or
- (b) the Fare is offered for a period of more than 12 months.

## 1.2 Consumer Price Index

- (a) CPI means the consumer price index All Groups index number for Sydney as published by the Australian Bureau of Statistics, or if the Australian Bureau of Statistics does not or ceases to publish the index, then CPI will mean an index determined by IPART.
- (b)  $\Delta\text{CPI}_1$ ,  $\Delta\text{CPI}_2$  and  $\Delta\text{CPI}_3$  are calculated as follows:

$$\Delta\text{CPI}_1 = \left( \frac{\text{CPI}_{\text{Sept 2014}}}{\text{CPI}_{\text{Sept 2013}}} \right) - 1$$



$$\Delta\text{CPI}_2 = \left( \frac{\text{CPI}_{\text{Sept}2015}}{\text{CPI}_{\text{Sept}2014}} \right) - 1$$

$$\Delta\text{CPI}_3 = \left( \frac{\text{CPI}_{\text{Sept}2016}}{\text{CPI}_{\text{Sept}2015}} \right) - 1$$

in accordance with IPART's Compliance Spreadsheet, where the subtext (for example *Sept2013*) refers to the CPI for the quarter and year indicated (in the example, the September quarter for 2013).

## 2 Interpretation

### 2.1 General provisions

In this determination:

- (a) headings are for convenience only and do not affect the interpretation of this determination;
- (b) a reference to a schedule, annexure, clause or table is a reference to a schedule or annexure to, clause of, or table in this determination unless otherwise indicated;
- (c) words importing the singular include the plural and vice versa;
- (d) a reference to a law or statute includes regulations, rules, codes and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (e) where a word is defined, other grammatical forms of that word have a corresponding meaning;
- (f) a reference to a day is to a calendar day;
- (g) 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), replacements and assigns;
- (h) a reference to an officer includes a reference to the officer which replaces it or which substantially succeeds to its powers or functions;
- (i) a reference to a body, whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

Schedule 4 Definitions and interpretation

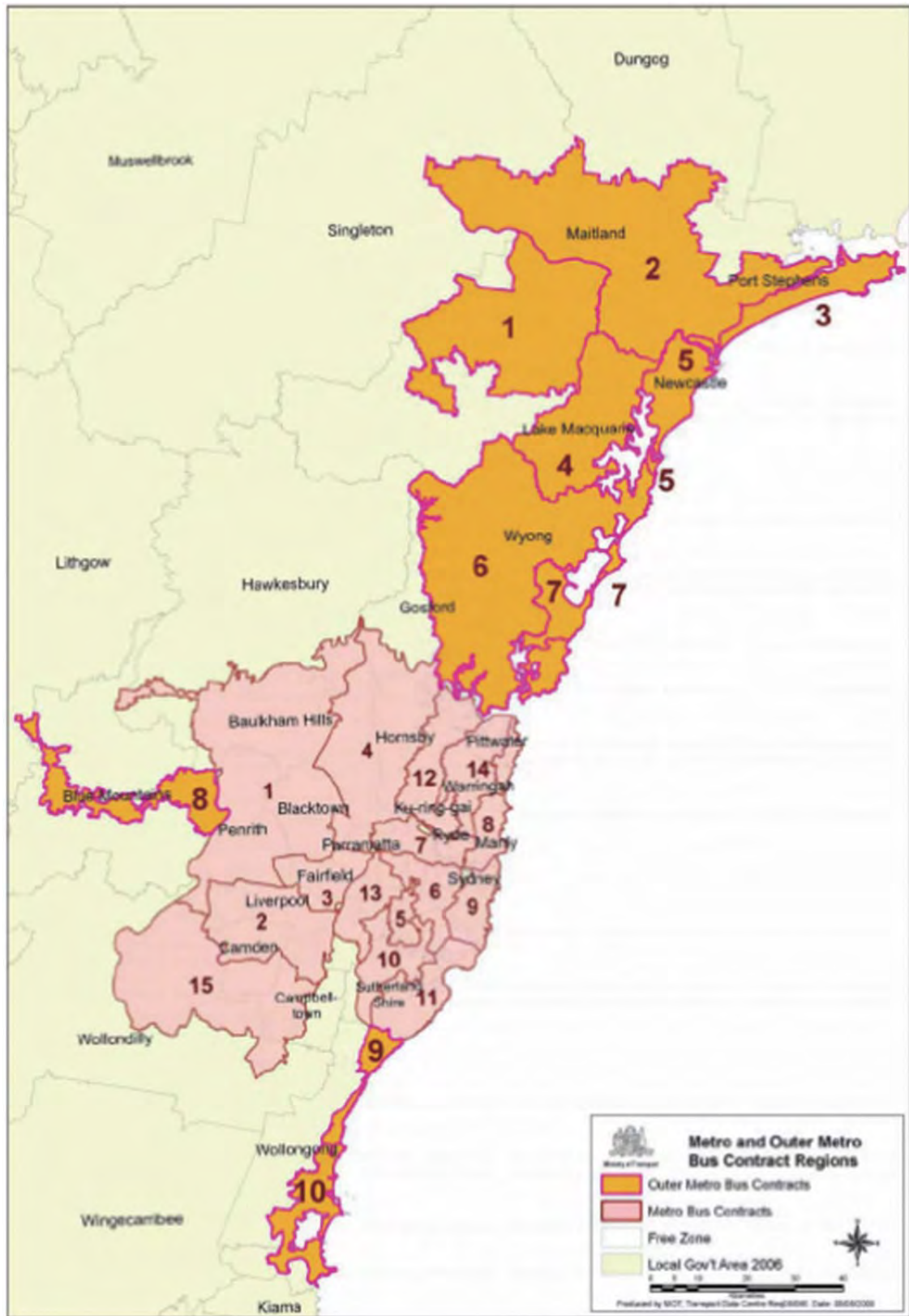
## **2.2 Explanatory notes, worked examples and clarification notices**

- (a) Explanatory notes and worked examples do not form part of this determination, but in the case of uncertainty may be relied on for interpretation purposes.
- (b) IPART may publish a clarification notice in the NSW Government Gazette to correct any manifest error in or to clarify any part of this determination. Such a clarification notice is taken to form part of this determination.

## **2.3 Fares inclusive of GST**

Fares specified in this determination include GST.

Contract Region Map





Independent Pricing and Regulatory Tribunal

## Stockton Ferry Service

Determination No. 8, 2013

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The Tribunal members for this review are:

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Mr Simon Draper, Part Time Member

Dr Paul Paterson, Part Time Member

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## Preliminary

### 1 Background

- (a) The Newcastle Buses and Ferries Services division of the State Transit Authority (STA) provides a ferry service in Newcastle (**Stockton Ferry Service**).
- (b) Section 11 of the *Independent Pricing and Regulatory Tribunal Act 1992* (**IPART Act**) provides IPART with a standing reference to conduct investigations and make reports to the Minister on the determination of the pricing of a government monopoly service supplied by a government agency specified in Schedule 1 of the IPART Act.
- (c) The STA (but excluding any bus services provided by the STA under a service contract to which section 28J of the *Passenger Transport Act 1990* applies) is listed as a government agency for the purposes of Schedule 1 of the IPART Act. The services of the STA declared as monopoly services (**Monopoly Services**) under the *Independent Pricing and Regulatory Tribunal (Passenger Transport Services) Order 1998* (NSW) are the regular passenger services (within the meaning of the *Passenger Transport Act 1990*) supplied by the STA but excluding the following:
  - (1) services supplied in accordance with the ticket known as the "Sydney Pass"; and
  - (2) the bus service known as the "Airport Express"; and
  - (3) the bus service known as the "Sydney Explorer", the bus service known as the "Bondi & Bay Explorer" and any other similar bus services operating in any other areas.
- (d) The Monopoly Services include the Stockton Ferry Service. Accordingly, IPART may determine maximum prices for the Stockton Ferry Service.
- (e) In accordance with section 13A of the IPART Act, IPART has fixed the maximum price for the Stockton Ferry Service.
- (f) In investigating and reporting on the pricing of the Stockton Ferry Service, IPART has had regard to a broad range of matters, including the matters set out in section 15(1) of the IPART Act.
- (g) By section 18(2) of the IPART Act, the STA may not fix a price below that determined by IPART for the Stockton Ferry Service without the approval of the Treasurer.



Preliminary

## 2 Application of this determination

This determination:

- (a) fixes the maximum price that the STA may charge for the Stockton Ferry Service;
- (b) commences on the later of:
  - (1) 5 January 2014; and
  - (2) the date that it is published in the NSW Government Gazette, (Commencement Date); and
- (c) applies from the Commencement Date to the date on which this determination is replaced.

## 3 Replacement of Determination No. 8, 2012

This determination replaces Determination No. 8, 2012 from the Commencement Date. The replacement does not affect anything done or omitted to be done, or rights or obligations accrued, under Determination No. 8, 2012 prior to its replacement.

## 4 Schedules

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

## 5 Monitoring

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

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

## Schedule 1 Maximum price

### 1 Application

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

### 2 Maximum price for the Stockton Ferry Service

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

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

<b>Ticket</b>	<b>Maximum price (\$)</b>
Stockton Ferry Service - Single Ticket	2.60

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

## Schedule 2 Definitions and interpretation

### 1 Definitions

In this determination:

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

**Determination No. 8, 2012** means IPART's Determination No. 8, 2012 entitled 'Stockton Ferry Service'.

**GST** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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

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

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

**Single Ticket** means a ticket for a single ferry journey from either Newcastle to Stockton or Stockton to Newcastle. The journey must be completed on the day on which the ticket is validated on the ferry.

**STA** means the State Transit Authority constituted under the *Transport Administration Act 1988* and defined in clause 1(a) of the Preliminary section of this determination.

**Stockton Ferry Service** means the Stockton Ferry Service defined in clause 1(a) of the Preliminary section of this determination.

### 2 Interpretation

#### 2.1 General provisions

In this determination:

- (a) headings are for convenience only and do not affect the interpretation of this determination;
- (b) a reference to a schedule, annexure, clause or table is a reference to a schedule or annexure to, clause of, or table in this determination unless otherwise indicated;

- (c) words importing the singular include the plural and vice versa;
- (d) a reference to a law or statute includes regulations, rules, codes and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (e) where a word is defined, other grammatical forms of that word have a corresponding meaning;
- (f) a reference to a day is to a calendar day;
- (g) 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), replacements and assigns;
- (h) a reference to an officer includes a reference to the officer which replaces it or which substantially succeeds to its powers or functions;
- (i) a reference to a body, whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

## 2.2 Explanatory notes and clarification notice

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

## 2.3 Prices inclusive of GST

Prices specified in this determination include GST.



# Opal Terms of Use

Electronic Ticketing System

Version 4.0



November 2013

## OPAL TERMS OF USE

### WHAT IS THE OPAL CARD AND WHO ARE WE?

1. **Opal Ticketing System:** The Opal Card (**Opal Card**) is a smartcard designed for use by an electronic ticketing system (**Opal Ticketing System**). The Opal Card can be used as a form of ticketing and payment for eligible public transport services across the greater Sydney region equipped with operational Opal Card readers (**Opal Card Readers**). The Opal Card is issued by Transport for NSW (**TfNSW**). A reference to us, we or our is a reference to TfNSW and, where the context requires, its authorised representatives and agents.

### OPAL TERMS OF USE

2. **Opal Terms of Use:** The reference to “Opal’s terms of use” or “Opal Terms of Use” on the back of the Opal Card is a reference to these Opal Terms of Use as amended from time to time in accordance with section 4 (**Opal Terms of Use**). These Opal Terms of Use are the terms and conditions that apply to your use of the Opal Card and the Opal Ticketing System.

### ACCEPTANCE

3. **Acceptance of terms:** By ordering or using an Opal Card you agree to be bound by these Opal Terms of Use. If you do not agree to be bound, you must refrain from using the Opal Card.
4. **Amendments:** We may, at any time, change any part of these Opal Terms of Use or any other information referred to in these Opal Terms of Use, by updating these Opal Terms of Use or that other information accordingly at opal.com.au (**Opal website**). Any such changes will take effect when they are published on the Opal website. If we make any such changes that we consider will adversely affect your use of the Opal Card in a material way, we will take such steps to notify you of those changes as we consider reasonably appropriate (for example, by including a notice on the Opal website). By ordering or continuing to use an Opal Card after any changes are published on the Opal website, you agree to be bound by those changes. If you do not agree to any such changes, you must refrain from using the Opal Card and you may apply for a refund of the stored value of that Opal Card (**Opal Card Balance**) in accordance with the Opal Refund and Balance Transfer Policy.
5. **Operator’s conditions of carriage:** These Opal Terms of Use apply in addition to conditions of carriage imposed by any provider of public transport services who accepts the Opal Card as payment for use of its services (**Operator**). When using the services of any Operator you must comply with that Operator’s conditions of carriage. We are not responsible for the acts or omissions of any Operator.

### CARD TYPES

6. **Opal Cards:** We will be issuing Opal Cards that will be reloadable “pay as you go” stored value Opal Cards and non-reloadable Opal Cards.
7. **Reloadable Opal Cards:** Information about the types of reloadable Opal Cards available under the Opal Ticketing System may be obtained by calling 13 67 25 (13 OPAL) and from the Opal website. Information about the criteria for eligibility, the fares charged by Operators and any additional special terms and conditions for reloadable Opal Cards may also be obtained by calling 13 67 25 (13 OPAL) and from the Opal website. Customers who use reloadable Opal Cards must inform themselves of and comply with any such additional special terms and conditions.
8. **Precondition to using a reloadable Opal Card:** You must add value to a reloadable Opal Card before using it to pay for your first trip.
9. **Non-reloadable Opal Cards:** In the future, we will be issuing different types of limited life non-reloadable Opal Cards. They will be subject to special terms and conditions which will be published (including on the Opal website) as and when they are issued. Customers who use these non-reloadable Opal Cards must inform themselves of and comply with their special terms and conditions. You cannot add value to non-reloadable Opal Cards.
10. **Property of TfNSW:** Opal Cards are and remain our property. Subject to [section 40](#) we may inspect, de-activate or take possession of an Opal Card or require its return at our discretion without notice at any time.

### ACQUIRING OPAL CARDS

11. **Opal Channels:** You can acquire Opal Cards through:
  - (a) our call centre at 13 67 25 (13 OPAL);
  - (b) the Opal website;
  - (c) various retailers when they are approved as Opal retailers; and
  - (d) any service centres that we establish,(together, the **Opal Channels**).

You may obtain information on Opal Channels and on how and through what Opal Channels you may acquire an Opal Card by calling 13 67 25 (13 OPAL) and from the Opal website. When acquiring an Opal Card, you must provide all the information that we deem reasonably necessary for us to supply you with the Opal Card of the type you are acquiring. If you receive an Opal Card in the mail, you must activate it in accordance with the procedure specified in the Opal starter pack that accompanies the Opal Card. We are not responsible for any delays in delivering an Opal Card to you.

12. **Responsibility for a child:** If you acquire an Opal Card for use by a person who lacks, by reason of youth, the understanding necessary for these Opal Terms of Use to be binding on them (**Child**), you are responsible for the use of that Opal Card by that Child.

#### USE OF OPAL CARDS AND OPAL TICKETING SYSTEM

13. **Use of Opal Cards:** You must:
- use the Opal Card in accordance with these Opal Terms of Use;
  - provide us with the information and assistance that we deem reasonably necessary for the effective use of the Opal Card;
  - comply with all laws and regulations applicable to your use of the Opal Card;
  - take proper care of the Opal Card, avoid damaging it, keep it flat and not bend or pierce it;
  - only use an Opal Card issued by us on the Opal Ticketing System (and you must not use any other smartcards at an Opal Card Reader or any other part of the Opal Ticketing System);
  - not misuse, deface, alter, tamper with or deliberately damage or destroy the Opal Card;
  - not alter, remove or replace any notices (other than the activation sticker), trademarks or artwork on the Opal Card; and
  - not modify, adapt, translate, disassemble, decompile, reverse engineer, create derivative works of, copy or read, obtain or attempt to discover by any means, any (i) encrypted software or encrypted data contained on an Opal Card; or (ii) other software or data forming part of the Opal Ticketing System.
14. **Defective cards:** You must not knowingly use a Damaged or Faulty Opal Card and must immediately report a Damaged or Faulty Opal Card by calling 13 67 25 (13 OPAL) as soon as it is discovered that it is Damaged or Faulty. In relation to an Opal Card:
- Damaged means not capable of being read by an Opal Card Reader and subject to physical damage or electronic tampering by you or any other person or event subsequent to the acquisition of that Opal Card; and
  - Faulty means: (i) not Damaged but not capable of being read by an Opal Card Reader; or (ii) failing to comply with any applicable statutory guarantees.
15. **Accuracy of information:** You represent and warrant that any information that you provide to us is true, accurate and up to date. If the information you provide changes or is out of date, you must notify us of the change as soon as possible.
16. **Opal website:** If and when you use the Opal website, you must comply with the [Opal website Terms of Use](#).
17. **Opal Guidelines:** You must comply with all the procedures, policies and guidelines relating to the Opal Card and the Opal Ticketing System (including the Opal Refund and Balance Transfer Policy, the Opal Privacy Policy, the guidelines in the Opal website and any starter packs) that are published or issued by us as each may be amended from time to time in accordance with [section 4 \(Opal Guidelines\)](#).

#### CARD REGISTRATION

18. **Registering an Opal Card:** When you register an Opal Card you must provide the information necessary to create a customer profile (**Customer Profile**). The card identification number (**Opal Card Number**) of the Opal Card that you are registering will be linked in the Opal Ticketing System to your Customer Profile. You can link more than one Opal Card to your Customer Profile but an Opal Card can only be linked to one Customer Profile at any given time.
19. **Registered Card Benefits:** A range of services (**Registered Card Benefits**) are available for registered Opal Cards. Information about Registered Card Benefits can be obtained by calling 13 67 25 (13 OPAL) and from the Opal website. If a registered Opal Card is lost or stolen and you report it as lost or stolen, the Opal Card Balance of that Opal Card will be protected in accordance with and upon the terms of our refund policy set out at the Opal website (**Opal Refund and Balance Transfer Policy**).
20. **Changing Registered Card Benefits:** We may change the Registered Card Benefits at any time in accordance with [section 4](#).
21. **Registration:** Subject to [section 40](#), we reserve the right: (i) not to register an Opal Card; or (ii) to remove the registration of an Opal Card if we deem it reasonable to do so for the purposes of providing efficient and effective ticketing services.
22. **Registration on behalf of a Child:** You may only register or activate an Opal Card on behalf of and in the name of a Child if you are a parent or guardian of that Child.
23. **Confidentiality:** You must keep all usernames, passwords, personal identification numbers and answers to security questions confidential and you must not disclose this information to any person. You must not enable any other person, application (including any mobile application) or system to access your Customer Profile. We are not responsible for any loss suffered as a result of you disclosing any information, including any username or password contained in your Customer Profile to another person, any application (including any mobile application) or any system.
24. **Opal Privacy Policy:** We will handle personal information that we collect in relation to the Opal Ticketing System in accordance with our privacy policy (**Opal Privacy Policy**) that is set out at the Opal website. You consent to our



disclosure of your personal information in accordance with the Opal Privacy Policy and relevant legislation relating to personal information and privacy.

25. **Unregistered Opal Cards:** Initially the Opal Channels through which you can acquire an Opal Card will require you to register the Opal Card. When Opal Cards become available for acquisition through qualified retailers or other Opal Channels, you will be able to acquire certain Opal Cards without registering them. The provisions in these Terms of Use relating to unregistered Opal Cards will then apply to Opal Cards that are acquired but not registered, and also to registered Opal Cards that have been de-registered.
26. **Card authentication:** When interacting with the Opal Ticketing System, you will comply with any authentication procedures that we reasonably require from time to time. If you cannot satisfy any of our authentication requirements, you may not be able to interact with the Opal Ticketing System including obtaining the Registered Card Benefits.

#### **PAYMENT, FARES AND BALANCES**

27. **Payment for travel:** In connection with your use of an Opal Card, you are responsible for the payment of all fares (including promotional fares, discounted fares or fares with caps) (**Opal Fares**). We also reserve the right to apply charges in connection with the use of the Opal Card (**Opal Charges**). Information about applicable Opal Fares and Opal Charges will be published on the Opal website and is subject to change from time to time in accordance with [section 4](#). Information about applicable Opal Fares and Opal Charges can also be obtained by calling 13 67 25 (13 OPAL).
28. **Opal Card Balance:** Your Opal Card Balance will be available to pay for Opal Fares and Opal Charges (unless those amounts are transferred or refunded in accordance with the Opal Refund and Balance Transfer Policy, or forfeited in accordance with [section 47](#)). You must add value to a reloadable Opal Card sufficient to meet these charges.
29. **Tap on and tap off:** You must tap on at the beginning of your trip and tap off at the end of your trip at an Opal Card Reader except in the case of ferry services to and from Manly. For ferry services to and from Manly only, you must tap on at the beginning of your trip but you do not have to tap off at the end of your trip and you may exit without doing so. Instructions on how to tap on and tap off will be set out in the Opal starter pack that is provided with a new Opal Card, certain Opal Guidelines and at the Opal website and you must comply with those instructions. If you fail to tap on or tap off as required, the Opal Ticketing System is unable to ascertain where you entered or exited the public transport network, as the case may be, and the Opal Card may be charged with a fare and/or Opal Charge that may be higher than the applicable Opal Fare.
30. **Multiple use not permitted:** You can only use an Opal Card for one trip at a time. You must not tap on twice with the same Opal Card in order to pay for another person's trip.
31. **Sufficient funds:** You must not use a reloadable Opal Card to pay the Opal Fare for a trip if the Opal Card Balance of the reloadable Opal Card is: (a) insufficient to pay for it; or (b) a negative balance.
32. **Minimum and maximum balances:** The maximum amount that can be maintained as an Opal Card Balance on any particular Opal Card varies depending on the type of Opal Card you have and will be published on the Opal website. You must not commence a trip if (a) the Opal Card Balance is negative; or (b) the Opal Card Reader declines a tap on due to an insufficient balance.
33. **Authorisation:** You authorise us to deduct all Opal Fares and Opal Charges as and when they are due from the Opal Card Balance of the Opal Card.
34. **Negative balances:** If the Opal Card Balance of a reloadable Opal Card is insufficient to pay for the applicable Opal Fare or is a negative balance, you must add value to the Opal Card in an amount sufficient to pay for your trip before you use it again. You must pay any negative Opal Card Balance on a reloadable Opal Card and, when you add value to it, the added value will be first applied to reduce any negative balance.
35. **Adding value:** You may "top up" or add value to a reloadable Opal Card by paying or transferring value to the Opal Card Balance of the reloadable Opal Card. Information on current methods of adding value can be obtained by calling 13 67 25 (13 OPAL) and from the Opal website. Under the Opal Ticketing System, "add value" is also referred to as "top up".
36. **Balance adjustments:** You may dispute the amount of an Opal Card Balance of your Opal Card and request an adjustment of the Opal Card Balance by calling 13 67 25 (13 OPAL) or by completing and sending the [enquiry form](#) on the Opal website. An adjustment to an Opal Card Balance will only be made at our discretion. We may adjust an Opal Card Balance retrospectively if we discover that it is incorrect.
37. **Balance transfers:** We will only transfer the Opal Card Balance of an Opal Card to another Opal Card if: (a) both Opal Cards are registered and linked to the same Customer Profile; (b) the entire Opal Card Balance (less any applicable Opal Charges) is being transferred; and (c) the Opal Card from which the transfer is being made has been blocked and cancelled.
38. **Auto top up:** If you set up an "auto top up" as one of the Registered Card Benefits for your reloadable Opal Card, you are authorising us to automatically add value to your reloadable Opal Card whenever your Opal Card Balance falls below the required minimum balance by means of an automatic payment from: (a) a credit card; (b) a debit card; or (c) bank or similar account if we make such a service available in the future (**Authorised Payment Source**). You can obtain information on the minimum and maximum amounts that can be automatically added under an auto top up, the methods by which you can change or terminate an auto top up and the manner in which we will handle the auto top up

if your Authorised Payment Source is declined or has expired, by calling 13 67 25 (13 OPAL). You must ensure that your Authorised Payment Source remains valid and current and you must renew your Authorised Payment Source if it has expired or if we request you to do so. If a payment for an auto top up is declined by your Authorised Payment Source, we will reverse that auto top up and cancel that auto top up.

39. **Website and 13 OPAL top ups:**

- (a) **Reversals:** After we receive instructions from you to add value to an Opal Card via the Opal website or 13 67 25 (13 OPAL) you should tap on at an Opal Card Reader with that Opal Card within 60 days. If you fail to tap on within the 60 days we will reverse the value added back to your credit or debit card as the case may be.
- (b) **Timing:** We will use our reasonable endeavours to ensure timely top ups via the Opal website or 13 67 25 (13 OPAL) but we will not be responsible for any delays in doing so.

**REFUNDS**

- 40. **Opal Refund and Balance Transfer Policy:** We will make refunds for Opal Card Balances as stated in these Opal Terms of Use and in accordance with the Opal Refund and Balance Transfer Policy. Opal Refund and Balance Transfer Policy also contains the terms and conditions upon which we will transfer the balance of an Opal Card to another Opal Card. Where we de-activate or take possession of an Opal Card or require its return under section 10, remove the registration of an Opal Card under section 21, or block and/or cancel an Opal Card under section 44, you can apply for a refund in accordance with the Opal Refund and Balance Transfer Policy. We may reject any claim for a refund if you have not complied with any of the provisions of these Opal Terms of Use or if we have reason to suspect that an offence under any law may have been or may be committed.
- 41. **Lost or stolen – registered Opal Cards:** If you have lost a registered Opal Card or the registered Opal Card has been stolen, you must notify us as soon as possible by calling 13 67 25 (13 OPAL) or through the Opal website, so that we can block and cancel it and arrange for a balance transfer in accordance with the Opal Refund and Balance Transfer Policy. No refunds will be given for lost or stolen registered Opal Cards. You remain liable for Opal Fares and Opal Charges incurred on the Opal Card until you report it to us as lost or stolen.
- 42. **Lost or stolen – unregistered Opal Cards:** No refunds will be given for lost or stolen Opal Cards. No balance transfers will be made from an unregistered Opal Card whether or not it is lost or stolen.
- 43. **Defective cards:** If an Opal Card is Damaged or Faulty: (a) you should notify us as soon as possible by calling 13 67 25 (13 OPAL) to request a replacement Opal Card or a refund; and (b) if you want a refund, you must physically return the Opal Card by mailing or delivering to us the Opal Card together with a signed and completed “Opal card refund form” that is contained in the Opal Refund and Balance Transfer Policy. If you do not physically return a Damaged or Faulty Opal Card you will not be entitled to a refund.

**CANCELLATION AND EXPIRATION**

- 44. **Cancellation:** Subject to section 40, we may block and cancel an Opal Card if we are satisfied that it is lost, stolen, Damaged or Faulty in which case that Opal Card will no longer be usable, and we may also block and/or cancel an Opal Card if we deem it reasonable to do so for the purposes of providing efficient and effective ticketing services.
- 45. **Expiration:** An Opal Card will usually expire 9 years after the date it is initialised (which will be earlier than the date you received or first used the Opal Card) (**Planned Expiry**). However, we may expire an Opal Card earlier if we have reasonable grounds to do so (for example, if a particular batch of Opal Cards are experiencing failures prior to their date of Planned Expiry) (**Unplanned Expiry**).
- 46. **Notice of expiry:** You will know when an Opal Card is about to expire as a card expiration message will appear on the reader display when you tap on an Opal Card Reader during the 30 day period prior to Planned Expiry, or, in the case of Unplanned Expiry, such lesser period as we may reasonably need to determine.
- 47. **Forfeiture of Opal Card Balance:** If you have registered your Opal Card, you can apply for a transfer or refund of your Opal Card Balance in accordance with the Opal Refund and Balance Transfer Policy for a period of up to 90 days after the date of expiration of the Opal Card. If you do not do so, you will forfeit the Opal Card Balance of that expired Opal Card to us. If you have not registered your Opal Card, you will forfeit the Opal Card Balance to us on the expiration of the Opal Card.
- 48. **Inability to use:** You will not be able to use any Opal Card that has expired or has been cancelled.

**LAW ENFORCEMENT AND REVENUE PROTECTION**

- 49. **Revenue protection:** You must co-operate with any officer (including any NSW police officer) authorised by us to monitor fare evasion, protect revenue or enforce compliance (**Authorised Officer**).
- 50. **Proof of eligibility:** The terms of eligibility for certain types of concessional fares or free travel may require you to carry and produce evidence of your entitlement to support your eligibility in which case you must carry that evidence when travelling and you must produce it if requested to do so. This evidence must be in the form approved by us and will generally be an identity card issued or recognised by us as proof of an entitlement to certain public transport concessions. If you fail to carry or produce this evidence, you may be liable to pay a fine. Your eligibility for concessional, discounted or free travel may also be suspended or withdrawn.

51. **Production of Opal Card:** You must immediately produce the Opal Card that you are using if requested to do so by an Authorised Officer. You consent to any Authorised Officer inspecting the Opal Card, viewing transactions on the Opal Card and using that Opal Card to tap on or tap off if you are in transit and failed to tap on or tap off.
52. **Co-operation:** You must co-operate with us and the NSW Police in endeavouring to recover an Opal Card if it is lost or stolen or if we suspect any suspicious activity in relation to an Opal Card.

#### GENERAL

53. **Records:** In the absence of manifest error, our records are conclusive of the matters to which they relate.
54. **Enquiries, complaints and disputes:** You may raise enquiries, complaints or disputes by calling 13 67 25 (13 OPAL) or completing and sending us the [enquiry form](#) available on the Opal website.
55. **Customer instructions:** Whenever you provide information or an instruction in connection with an Opal Card or the Opal Ticketing System to us, we are entitled to assume that you have the right and authority to provide that information or instruction to us and that we are entitled to rely on the information or instruction.
56. **Intellectual property rights:** The Opal Card, the Opal Ticketing System (including related software, architecture, data or other information) and their operation are protected by copyright and other intellectual property rights that are owned by us and our licensors.
57. **Assignment:** If we assign our functions under the Opal Ticketing System or cease to be responsible for the operation of the Opal Ticketing System, the reference to “TfNSW”, “we”, “us” and “our” in these Opal Terms of Use will refer to our assignee or the entity that has taken over the responsibility, as the case may be.

#### INTERPRETATION

58. **Proper law:** These Opal Terms of Use are governed by the laws of New South Wales and we and you submit to the exclusive jurisdiction of the courts of New South Wales.
59. **Unenforceability:** If any part of these Opal Terms of Use is held to be unenforceable, the unenforceable part is to be given effect to the fullest extent possible and the remainder will remain in full force and effect.
60. **Including:** The words “including”, “such as”, “for example” and similar expressions are not intended as terms of limitation.

#### INDEMNITY AND LIMITATION ON LIABILITY

61. **Delays:** To the maximum extent permitted by law, we are not responsible for any delays in performing any of our obligations under these Opal Terms of Use and any of our functions under the Opal Ticketing System. To the maximum extent permitted by law, we will not be liable for any loss, damage, costs or expenses incurred as a result of the failure or delay in processing any transaction including a refund, balance transfer, balance adjustment or transaction to add value.
62. **Exclusion of representations and warranties:** All express or implied guarantees, warranties, representations or other terms and conditions not contained in these Opal Terms of Use are excluded from these Opal Terms of Use to the maximum extent permitted by law.
63. **Lawful remedies:** Nothing in these Opal Terms of Use excludes anything imposed by any legislation (such as the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances) that cannot be lawfully excluded or limited (**Non-Excludable Provision**). If we are able to limit your remedy for a breach of a Non-Excludable Provision, then our liability for such a breach is limited to one or more of the following at our option:
  - (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
64. **Maximum liability:** Subject to our obligations under any Non-Excludable Provision and to the maximum extent permitted by law:
  - (a) our maximum aggregate liability to you for all claims under these Opal Terms of Use is limited to \$250; and
  - (b) we are not liable for, and no measure of damages will, under any circumstances, include special, indirect, consequential, incidental or punitive damages or damages for loss of profits, revenue, goodwill or anticipated savings.

The limitations and exclusions under this clause apply regardless of whether the claim or liability arises in contract, tort (including, without limitation, negligence), equity, under statute, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such claim, liability or damage was foreseeable.

65. **Contribution:** Our liability to you (if any) is reduced to the extent that your acts or omissions (or those of a third party) contribute to or caused the loss or liability.

**WORKERS COMPENSATION (SURGEON FEES) ORDER 2014**

under the  
Workers Compensation Act 1987

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

Dated this 16th day of December 2013.

JULIE NEWMAN, P.S.M.,  
Chief Executive Officer,  
WorkCover Authority

**Explanatory Note**

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

(Note: Treatment by an Orthopaedic Surgeon is covered by the Workers Compensation (Orthopaedic Surgeon Fees) Order 2013. However, maximum fees under this Order may apply to procedures carried out by an Orthopaedic Surgeon which are covered by the Workers Compensation (Orthopaedic Surgeon Fees) Order 2013).

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

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

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

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

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

**Workers Compensation (Surgeon Fees) Order 2014****1. Name of Order**

This Order is the Workers Compensation (Surgeon Fees) Order 2014.

**2. Commencement**

This Order commences on 1 January 2014.

**3. Definitions**

In this Order (including Schedules A, B and C):

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

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

In accordance with NSW Health policy (File No. C17061, Doc No.: PD2005\_018), assistant fees cannot be charged for WorkCover cases performed in a public hospital when the assistant is a registrar. If the registrar is on rotation to an approved private hospital training rotation, the relevant assistant fee may be charged. Payment of these fees is to be directed into a hospital or departmental trust fund account and the invoice should include details of this account. Workcover reserves the right to conduct an audit of assistant fee payments to ensure their proper distribution into the named trust fund.

**AMA List** means the document entitled List of Medical Services and Fees published by the Australian Medical Association and dated 1 November 2013.

**Compound (open) wound** refers to a situation where a Surgeon is treating a fracture and the injury is associated with a compound (open) wound. In an open fracture wound that requires debridement, a 50% loading for open fracture fixation can be applied. Debridement item 30023/EA075 is not to be used when applying this loading.



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

**GST** means the Goods and Services Tax payable under the GST Law; and

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

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

The report will contain:

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

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

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

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

**Multiple operations or injuries** refers to situations that require two or more operations or for the treatment of two or more injuries carried out at the same time. The fee for the main procedure or injury is to be paid in full as per Schedule A (150% of AMA List fee), and for each additional item number or injury at 75% of the charge specified in Schedule A (i.e. 75% x 150% of AMA List fee) unless specifically listed as a multiple procedure item in the AMA List or where Schedules in this Order prevent combining of item numbers.

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

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

**Revision surgery** refers to a procedure carried out to correct earlier surgery. Only where the revision surgery is performed by a Surgeon other than the original Surgeon, shall it attract a fee of 50% of the amount for the principal procedure in the initial surgery, in addition to the fee payable for the new procedure, except where the new procedure is specified as a revision procedure in the AMA List.

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

**Subsequent consultation** is each attendance subsequent to the first in a single course of treatment. A subsequent consultation fee is not to be billed if conducted on the same day as surgery or in the normal aftercare that applies following surgery. The cost of these consultations is included in the fee for the surgical procedure.

**Surgeon** means a Medical Practitioner who is currently a Fellow of the Royal Australasian College of Surgeons. It includes a Surgeon who is a staff member at a public hospital providing services at the hospital and a Surgeon who is recognised by Medicare Australia as a Specialist Surgeon.

**The Act** means the Workers Compensation Act 1987.

#### 4. Application of Order

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

#### 5. Maximum fees for treatment by Surgeon

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

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

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

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

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

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

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

Any item number where the term “flag” is used in the “Clinical Indication” column highlights a potential exception that will require further justification. Should a Surgeon seek an exception to the mandatory guidelines the Surgeon must provide a written explanation to support the request.

**8. GST**

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

**9. Requirements for surgical invoices**

All surgical invoices will need to be accompanied by the following:

- (1) Detailed operation report including a description of the initial injury and an outline of the mechanism of injury, intra-operative findings, the procedures performed, including structures that were repaired (stating the anatomic location) and technique of repair.
- (2) Usage of any of the restricted item numbers (Schedule B, Table 2 and Schedule C) should be accompanied by clinical justification in order to process the claim.
- (3) For any proposed surgery – a list of proposed applicable item numbers will need to be provided prior to approval being given.

Where questions arise in individual clinical situations, supply of additional information will be considered to assist in determinations.

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SCHEDULE A

Maximum Fees for Surgeon

<i>Item</i>	<i>Column 1 Type of service</i>	<i>Column 2 AMA Item(s)</i>	<i>Column 3 Maximum amount</i>
<b>Consultations</b>			
1.	Initial consultation and report	AC500 (MBS 104) AC600 (MBS 6007)	\$298.40
2.	Extended initial consultation and report	AC500 (MBS104) AC600 (MBS 6007)	\$411.10
3.	Subsequent consultation and report	AC510 (MBS 105) AC610 (MBS 6009)	\$205.60
4.	Out of hours consultation		\$172.40 in addition to consultation fee
<b>Procedures</b>			
5.	Surgical procedures	EA015 (MBS 30001) to MY115 (MBS 50130)	150% of AMA List
6.	Instrument fee	WCO003	\$205.60
7.	Assistant at operation	MZ900	\$344.80 or 20% of the fee for surgical procedures where the assistant fee applies, whichever is greater
8.	Multiple operations or injuries		Primary item number is to be paid in full (150% of AMA List fee), and additional item numbers at 75% (i.e 75% x 150% of AMA List fee)
9.	Aftercare visits		As per AMA List
10.	Compound (open) wound		In an open fracture wound that requires debridement, a 50% loading for open fracture fixation can be applied Debridement item 30023/EA075 is not to be used when applying this loading

<i>Item</i>	<i>Column 1 Type of service</i>	<i>Column 2 AMA Item(s)</i>	<i>Column 3 Maximum amount</i>
Insurer/lawyer requests			
11.	Opinion on file request		\$205.60
12.	Telephone requests		\$39.80per 3-5 minute phone call
13.	Lost reports and reprints		\$139.30per report
14.	Treating Specialist reports (where additional information that is not related to the routine injury management of the patient is requested by either party to a potential or current dispute)		Please refer to the Workplace Injury Management and Workers Compensation (Medical Examinations and Reports) Order 2014 Schedule 2
15.	Fees for providing copies of clinical notes and records	WCO005	The maximum fee for providing copies of medical records (including Specialist's notes and reports) is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages.

SCHEDULE B

Billing Items Used in Hand Surgery

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

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



<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Reason for decline</i>
MS015/48403	PHALANX OR METATARSAL, osteotomy or osteectomy of, with internal fixation	This item is from the orthopaedic group of item numbers and relates to foot surgery only. There already exist appropriate item numbers in the hand surgery section.
MY015/50103	JOINT, arthrotomy of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
MY025/50104	JOINT, synovectomy of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
MY045/50109	JOINT, arthrodesis of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
MY105/50127	JOINT OR JOINTS, arthroplasty of, by any technique not being a service to which another item applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
OF820/60506	FLUOROSCOPY using a mobile image intensifier, in conjunction with a surgical procedure lasting less than 1 hour, not being a service to which another item in this table applies (R)	This item cannot be claimed for use of image intensification when operated by the Surgeon in the absence of a radiographer.
OF824/60509	FLUOROSCOPY using a mobile image intensifier, in conjunction with a surgical procedure lasting 1 hour or more, not being a service associated with a service to which another item in this table applies (R)	This item cannot be claimed for use of image intensification when operated by the Surgeon in the absence of a radiographer.

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

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

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
EA825/30238	FASCIA, DEEP, repair of, FOR HERNIATED MUSCLE	This item is rarely indicated and cannot be used in conjunction with: EA075/30023 MR240/47975, MR250/47978, MR260/47981
ET560/33815 ET570/33818	MAJOR ARTERY OR VEIN OF EXTREMITY, repair of wound of, with restoration of continuity, by lateral suture/ MAJOR ARTERY OR VEIN OF EXTREMITY, repair of wound of, with restoration of continuity, by direct anastomosis	This item is applicable for repair of radial, ulnar or brachial arteries proximal to wrist crease.
LN740/39312	NEUROLYSIS, internal (interfascicular) neurolysis of using microsurgical techniques	This item is never indicated in acute trauma. It is rarely indicated in elective surgery and is reserved for use in revision nerve decompression surgery. This item is not to be used in conjunction with MU400: Wrist carpal tunnel release (division of transverse carpal ligament), by open procedure.
LN750/39315	NERVE TRUNK, nerve graft to, (cable graft) including harvesting of nerve graft using microsurgical techniques	This item can only be charged once per named nerve trunk, regardless of the number and distal distribution of individual cables. This item cannot be used in conjunction with LN790, LN800 or LN810
LN760/39318	CUTANEOUS NERVE (including digital nerve), nerve graft to, using microsurgical techniques	This item cannot be used in conjunction with LN790, LN800 or LN810. This item cannot be used for prosthetic neural tubes or wraps. In this setting, LN700 or LN710 are applicable.
LN790/800 39324	NEURECTOMY, NEUROTOMY or removal of tumour from superficial peripheral nerve, by open operation	This item cannot be used in conjunction with LN810.
LN810/39330	NEUROLYSIS by open operation without transposition, not being a service associated with a service to which item LN740 applies	This item is not for the identification of nerves during surgical exposure. It is not to be used in combination with LN700. This item is not to be used in conjunction with MU400: Wrist carpal tunnel release (division of transverse carpal ligament) by open procedure. However, LN810 and MU400 can be used together for combined open carpal tunnel release and cubital tunnel release surgery. This item is not to be used in conjunction with ML235 Tendon sheath of hand/wrist open operation for stenosing tenovaginitis.
MH115/45203	SINGLE STAGE LOCAL FLAP, where indicated to repair 1 defect, complicated or large, and excluding flap for male pattern baldness and excluding H-flap or double advancement flap	This item is rarely indicated in the hand and wrist as a large defect will not be readily amenable to a local flap reconstruction. It is not to be used for suturing of traumatic skin flaps.
MH125/45206	SINGLE STAGE LOCAL FLAP where indicated to repair 1 defect, on eyelid, nose, lip, ear, neck, hand, thumb, finger or genitals, excluding H-flap or double advancement flap	This item can only be used once for a z-plasty.

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

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
ML155/46339	EXTENSOR tendons or FLEXOR tendons of hand or wrist synovectomy of	This item is not indicated for use with surgery for de Quervain's tenovaginitis ML235/46363 and is rarely indicated in routine carpal tunnel surgery.
ML345/46396	PHALANX or METACARPAL of the hand, osteotomy or osteectomy of	This item is applicable for removing excess bone formation in an intact bone. This is no longer to be applied to removal of loose pieces of bone in trauma or bone shortening for terminalisation or replantation. This is part of the debridement and is included in EA075/30023 if applicable.
ML405/46414	ARTIFICIAL TENDON PROSTHESIS, INSERTION OF in preparation for tendon grafting	Tenolysis (ML545, ML535: 46450, 46453) or tenotomy (MR200/47963) of the tendon to be grafted cannot be billed with this item
ML485/46438	MALLET FINGER, closed pin fixation of	This item is not to be used in conjunction with MP005/47300
ML535/46450 ML545/46453	EXTENSOR TENDON, TENOLYSIS OF, following tendon injury, repair or graft FLEXOR TENDON, TENOLYSIS OF, following tendon injury, repair or graft	These items are applicable for freeing tendons from scar following previous surgery or trauma. They are not indicated in an acute hand injury. ML545 cannot be claimed in conjunction with release of trigger finger.
ML765/46504	NEUROVASCULAR ISLAND FLAP, for pulp innervation	These items are only to be used for a heterodigital neurovascular island flap used to resurface pulp loss (e.g. Littler flap, first dorsal metacarpal artery or Kite flap).
ML795/46513 ML805/46516	Digital nail of finger or thumb removal of	This item should not be used in association with nailbed repair (ML665/46486 or ML675/46489)
ML805/46516	DIGITAL NAIL OF FINGER This item is OR THUMB, removal of in the operating theatre of a hospital or approved day hospital facility	This item is not to be used in association with primary or secondary nail bed repair (ML665/46486, ML675/46489)
ML825/46522	FLEXOR TENDON SHEATH OF FINGER OR THUMB – open operation and drainage for infection	This item is applicable only for drainage of suppurative flexor tenosynovitis. It does not apply to washout of flexor sheath in acute injury.
MP025/47306	Distal PHALANX of FINGER or THUMB treatment of by open reduction	This item is not appropriate to be used in conjunction with ML665/46486 where a distal tuft fracture is manipulated into position.
MR088/47920	BONE GROWTH STIMULATOR, insertion of	This is only indicated where a mechanical bone growth stimulator has been inserted. It is not for the insertion of OP1 or other bone morphogenic proteins in the setting of hand surgery
MR090/47921	ORTHOPAEDIC PIN OR WIRE, insertion of, as an independent procedure	This item cannot be claimed when the k-wire has been used as part of fracture fixation.
MR110/47927	BURIED WIRE, PIN OR SCREW, 1 or more of, which were inserted for internal fixation purposes, removal of, in the operating theatre of a hospital or approved day hospital facility – per bone	This item applies for removal of buried k-wire. Where a k-wire or wires cross more than 2 bones, only 1 item number is claimable.
MR630/48239 MR640/47306	BONE GRAFT (with or without internal fixation), not being a service to which another item in this Group applies	These items cannot be claimed in conjunction with fracture fixation numbers or the following item numbers: ML005, ML015, ML355, ML365, ML375, MR560-MR620.

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
MS005/48400	PHALANX, METATARSAL, ACCESSORY BONE OR SESAMOID BONE, osteotomy or osteectomy of, excluding services to which Item MX660 or MX670 applies	This item is only applicable to sesamoidectomy.
MS025/48406	FIBULA, RADIUS, ULNA, CLAVICLE, SCAPULA (other than acromion), RIB, TARSUS OR CARPUS, osteotomy or osteectomy of	This item is the appropriate number for excision of the pisiform. This item is not appropriate for simple removal of bone prominence, osteophytes or small quantities of excess bone.
MU470/49212	WRIST, arthrotomy of	This item is not to be used in conjunction with excision of primary or recurrent wrist ganglia. (ML725/46500, ML755/46503)
MY035/50106	JOINT, stabilisation of, involving 1 or more of: repair of capsule, repair of ligament or internal fixation, not being a service to which another item in this Group applies	This item is applicable for stabilization of CMC joints only.

SCHEDULE C

Billing Items Used in Shoulder and Elbow Surgery

The Order adopts the WorkCover Qld Shoulder and Elbow Surgery Guidelines with minor modifications. These are outlined below and their use is mandatory when billing for shoulder and elbow surgery.

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
<b>BONE GRAFTS</b>		
MR550/48215	Humerus, bone graft to, with internal fixation	
MR640/48242	Bone graft, with internal fixation	Not being a service to which another item in this group applies
MS005/48400	Phalanx, metatarsal, accessory bone or sesamoid bone, osteotomy or osteectomy of, excluding services to which item MX660 or MX670 applies, any of items MX660, MX670, MR130 or MR140 apply	
MS025/48406	Fibula, radius, ulna, clavicle, scapula (other than acromion), rib, tarsus or carpus, osteotomy or osteectomy of	Excluding services to which items MR130/47933 or MR140/47936 apply Not to be used in combination with MT770/48951 <b>Flag if this item is used in combination with any other shoulder item codes (MT600/48900 to MT800/48960)</b>
MS035/48409	Fibula, radius, ulna, clavicle, scapula (other than acromion), rib, tarsus or carpus, osteotomy or osteectomy of, with internal fixation	Excluding services to which items MR130/47933 or MR140/47936 apply Not to be used in combination with MT770/48951 <b>Flag if this item is used in combination with any other shoulder items (MT600/48900 to MT800/48960)</b>
MS045/48412	HUMERUS, osteotomy or osteectomy of, excluding services to which items MR130 or MR140 apply	<b>Flag if this item is used for tennis elbow surgery</b>

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
<b>SHOULDERS</b>		
MT600/48900	Excision or coraco-acromial ligament or removal of calcium deposit from cuff or both	Open operation not arthroscopic Use of this item rarely seen in WorkCover NSW claims <b>Flag if this item is used twice or more</b>
MT610/48903	Decompression of subacromial space by acromioplasty	Open operation, also known as open acromioplasty or subacromial decompression (SAD)
MT620/48906	Repair of rotator cuff, including excision of coraco-acromial ligament	Known as open cuff repair without acromioplasty Not to be used in combination with MT600/48900. If MS025 is performed it cannot be used with MT770
MT630/48909	Repair of rotator cuff, including decompression of subacromial space by acromioplasty	Known as open rotator cuff repair with acromioplasty with excision of AC joint Not being a service to which item MT610/48903 applies <b>Flag if this item is used with MX670/49851</b>
MT640/48912	Shoulder arthrotomy	Use of this item rarely seen in WorkCover NSW claims <b>Flag if this item is used in combination with any other item code for shoulder surgery</b>
MT650/48915	Hemi-arthroplasty	Use of this item rarely seen in WorkCover NSW claims Maybe appropriate for shoulder fractures only
MT660/48918	Total replacement arthroplasty including rotator cuff repair	Use of this item rarely seen in WorkCover NSW claims
MT670/48921	Revision of total replacement arthroplasty	Use of this item rarely seen in WorkCover NSW claims
MT680/48924	Revision of total replacement arthroplasty with bone graft to scapula or humerus	Use of this item rarely seen in WorkCover NSW claims
MT690/48927	Removal of shoulder prosthesis	Use of this item rarely seen in WorkCover NSW claims
MT700/48930	Stabilisation for recurrent anterior/posterior dislocation	Known as open shoulder stabilisation (including repair of labrum) If recurrent, treatment option: highly recommend looking into claimant's history to determine if surgery is to treat the aggravation or pre-existing condition
MT710/48933	Stabilisation for multidirectional dislocation	Mostly used for open procedures
MT720/48936	Synovectomy as an independent procedure	Use of this item rarely seen in WorkCover NSW claims <b>Flag if this item is used in combination with any other item code</b>
MT730/48939	Arthrodesis with synovectomy	Use of this item rarely seen in WorkCover NSW claims <b>Flag if this item is used once or more</b>
MT740/48942	Arthrodesis with synovectomy, removal of prosthesis and bone grafting	Use of this item rarely seen in WorkCover NSW claims <b>Flag if this item is used once or more</b>



<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
MT750/48945	Diagnostic arthroscopy	Not to be used with any <b>arthroscopic</b> procedure of the shoulder region May be used with open surgery i.e. MT630/48909, MT620/48906, MT710/48933
MT760/48948	Arthroscopic surgery, with one or more: removal loose bodies, decompression of calcium deposits, debridement labrum/synovium/rotator cuff, chondroplasty	Not to be used with any other <b>arthroscopic</b> procedure of the shoulder region Preparatory for an open procedure Appropriate with MT620/48906 and MT630/48909 May be used with MT700/48930 and MT710/48933
MT770/48951	Arthroscopic division of the coraco-acromial ligament including acromioplasty	Not to be used with any other <b>arthroscopic</b> procedure of the shoulder region Not to be used in combination with EA365/30111 or MT780/48954
MT780/48954	Arthroscopic total synovectomy including release of contracture (shoulder)	Known as frozen shoulder release; stand alone item code Not to be used with any other <b>arthroscopic</b> procedure of the shoulder region Not to be used in combination with MT770/48951 <b>Flag if this item is used with any other item number for shoulder surgery</b>
MT790/48957	Arthroscopic stabilisation for recurrent instability including labral tear or reattachment	Not to be used with any other <b>arthroscopic</b> procedure of the shoulder region If recurrent treatment option, highly recommend looking into claimant's history to determine if surgery is to treat the aggravation or pre-existing condition <b>Flag if this item number used with any other item number for shoulder surgery</b>
MT800/48960	Reconstruction or repair of, including rotator cuff by arthroscopic, arthroscopic assisted or mini open means; arthroscopic acromioplasty; or resection of acromioclavicular joint by separate approach	Not to be used with any procedure of the shoulder region Not to be used in combination with any other item number for shoulder surgery May be used with 18256 Not to be used with <b>EA365/30111</b> <b>Flag if this item number is used in combination with MT770/48951 or MT790/48957</b>
<b>ELBOW</b>		
MU035/49100	Arthrotomy with removal one or more lavage, removal of loose body or division of contracture	Not to be used for tennis elbow surgery
MU045/49103	Ligamentous stabilisation	Not to be used in conjunction with LN810/39330 Acceptable to use LN810/39330 if the ulnar nerve requires mobilisation or decompression at the time of stabilisation (operation notes should reflect this). Transposition LN770/39321 is commonly used. Ulnar nerve transposition can occur frequently in large elbow operations. It may be necessary to perform neurolysis of more than one nerve such as radial and ulnar, if there was significant previous injury or previous surgery



<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
MU055/49106	Arthrodesis with synovectomy	Use of this item rarely seen in WorkCover NSW claims <b>Flag if this item code is used</b>
MU065/49109	Total synovectomy	Known as <b>common contracture release</b> Use of this item rarely seen in WorkCover NSW claims May be appropriate with osteotomy i.e. MS045/48412 or MS025/48406 <b>Flag if used</b>
MU075/49112	Silastic replacement of radial head	Seen with fractures and dislocations May be associated with other item numbers i.e. MU045/49103 or MU075/49112 Not to be used in combination with MU065/49109 <b>Flag if used</b>
MU085/49115	Total joint replacement	Use of this item rarely seen in WorkCover NSW claims <b>Flag if used</b>
MU086/49116	Total replacement arthroplasty, revision including removal of prosthesis	Use of this item rarely seen in WorkCover NSW claims <b>Flag if used</b>
MU087/49117	Total replacement arthroplasty, revision procedure with bone grafting or removal or prosthesis	Use of this item rarely seen in WorkCover NSW claims <b>Flag if used</b>
MU095/49118	Diagnostic arthroscopy	Not to be used with any other <b>arthroscopic</b> procedure of the elbow region Appropriate for use with open elbow surgery
MU105/49121	Arthroscopic surgery of elbow	Involving any one or more of: drilling of defect, removal of loose body, release of contracture or adhesions, chondroplasty, or osteoplasty (not a service associated with any other <b>arthroscopic</b> procedure of the elbow joint)
<b>OTHER</b>		
EA365/30111	Bursa (large) including olecranon, calcaneum or patella, excision of	May be used in combination with olecranon bursa <b>Flag if used in combination with any shoulder surgery</b> Not to be used in combination with MT800/48960
LN810/39330	Neurolysis by open operation without transposition	Not being a service associated with a service to which item LN740/39312 applies Can be used in combination with elbow surgery Not to be used in combination with MT760/48948 <b>Flag if used in combination with any item codes for shoulder surgery</b>
<b>LIMB LENGTHENING AND DEFORMITY CORRECTION</b>		
MZ330/50405	Elbow, flexorplasty, or tendon transfer to restore elbow function	May be seen in distal biceps reconstruction Use of this item rarely seen in WorkCover NSW claims – set of item numbers address congenital conditions <b>Flag if used</b>

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
<b>OTHER JOINTS</b>		
MY035/50106	Joint, stabilisation of, involving one or more of: repair of capsule, repair of ligament or internal fixation	Not being a service to which another item in this Group applies Appropriate to be used with MT610/48903 and MR210/47966
MY055/50112	Cicatricial flexion or extension contraction of joint, correction of, involving tissues deeper than skin and subcutaneous tissue, not being a service to which another item in this group applies	Not to be used with any other <b>arthroscopic</b> procedure of the shoulder region Not to be used in combination with item code MT780/48954 <b>Flag if used in combination with any item code for elbow and shoulder surgery</b> Implies a release for stiffness after injury or surgery. May occur with other numbers in relation to a large release of the stiff elbow. Three to five item numbers should be in association with an operation that took two to three hours and is usually a revision situation or after serious trauma. The complexity should be reflected in the history of injury, number of prior operations, duration of surgery, complexity of the operation note.
MY065/50115	Joint or joints, manipulation of, performed in the operating theatre of a hospital	Not to be used for an 'examination' of a joint under general anaesthetic prior to an operation, where the general anaesthetic is for the operation itself Not being a service associated with a service to which another item in this group applies <b>Flag if this item code is used two or more times</b>
MY105/50127	Joint or joints, arthroplasty of, by any technique	Not being a service to which another item applies Not to be used in combination with any item code for shoulder, elbow or sternoclavicular surgery
<b>GENERAL</b>		
MP455/47429	Humerus, proximal, treatment of fracture of, by open reduction	
MP465/47432	Humerus, proximal, treatment of intra-articular fracture of, by open reduction	
MP485/47438	Humerus, proximal, treatment of fracture of, and associated dislocation of shoulder, by open reduction	
MP495/47441	Humerus, proximal, treatment of intra-articular fracture of, and associated dislocation of shoulder, by open reduction	
MR020/47903	Epicondylitis, open operation for	Tennis elbow Not to be used in combination with MS045/48412 <b>Flag if used</b>
MR110/47927	Buried wire, pin or screw, one or more of, which were inserted for internal fixation purposes, removal of, in the operating theatre of a hospital	Per bone

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
MR120/47930	Plate, rod or nail and associated wires, pins or screws, one or more of, all of which were inserted for internal fixation purposes, removal of	Not being a service associated with a service to which item MR100/47924 or MR110/47927 applies – per bone
MR170/47954	Tendon, repair of, as an independent procedure	Can be used in treating biceps tenodesis <b>Flag if used with any other item code</b>
MR190/47960	Tenotomy, subcutaneous	Not being a service to which another item in this group applies
MR200/47963	Tenotomy, open, with or without tenoplasty	Not being a service to which another item in this group applies Could be used in combination with MT770/48951 or MT800/48960
MR210/47966	Tendon or ligament, transfer	As an independent procedure Could be used in combination with MT770/48951 or MT800/48960
MR220/47969	Tenosynovectomy	Not being a service to which another item in this group applies Should not be used for tennis elbow or shoulder surgery <b>Flag if used for shoulder or elbow procedures</b>

**WORKERS COMPENSATION (ORTHOPAEDIC SURGEON FEES) ORDER 2014**

under the

Workers Compensation Act 1987

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

Dated this 16th day of December 2013.

JULIE NEWMAN, P.S.M.,  
Chief Executive Officer,  
WorkCover Authority

**Explanatory Note**

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

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

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

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

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

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

**Workers Compensation (Orthopaedic Surgeon Fees) Order 2014****1. Name of Order**

This Order is the Workers Compensation (Orthopaedic Surgeon Fees) Order 2014.

**2. Commencement**

This Order commences on 1 January 2014.

**3. Definitions**

In this Order (including Schedules A, B and C):

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

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

In accordance with NSW Health policy (File No. C17061, Doc No.: PD2005\_018), assistant fees cannot be charged for WorkCover cases performed in a public hospital when the assistant is a registrar. If the registrar is on rotation to an approved private hospital training rotation, the relevant assistant fee may be charged. Payment of these fees is to be directed into a hospital or departmental trust fund account and the invoice should include details of this account. Workcover reserves the right to conduct an audit of assistant fee payments to ensure their proper distribution into the named trust fund.

**AMA List** means the document entitled List of Medical Services and Fees published by the Australian Medical Association and dated 1 November 2013.

**Compound (open) wound** refers to a situation where an Orthopaedic Surgeon is treating a fracture and the injury is associated with a compound (open) wound. In an open fracture wound that requires debridement, a 50% loading for open fracture fixation can be applied. Debridement item 30023/EA075 is not to be used when applying this loading.

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

*GST* means the Goods and Services Tax payable under the GST Law; and

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

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

The report will contain:

- the patient's diagnosis and present condition;
- the patient's capacity for work or for suitable employment;
- the need for treatment or additional rehabilitation; and
- collateral conditions that are likely to impact on the management of the worker's condition (in accordance with privacy considerations).

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

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

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

*Multiple operations or injuries* refers to situations that require two or more operations or for the treatment of two or more injuries carried out at the same time. The fee for the main procedure or injury is to be paid in full as per Schedule A (150% of AMA List fee), and for each additional item number or injury at 75% of the charge specified in Schedule A (i.e. 75% x 150% of AMA List fee) unless specifically listed as a multiple procedure item in the AMA List or where Schedules in this Order prevent combining of item numbers.

*Opinion on file request* includes retrieval of a file from whatever source, reading time, and reporting where a request for such an opinion has been made in writing to the Orthopaedic Surgeon and in accordance with privacy principles. Fees for this service will not be pre-paid in whole or part.

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

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

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

*Out-of-hours loading* only applies when an Orthopaedic Surgeon is called back to perform a procedure(s) in isolation rather than for cases scheduled after 6.00 pm on a weekday or a routine weekend operating list.

*Revision surgery* refers to a procedure carried out to correct earlier surgery. Only where the revision surgery is performed by an Orthopaedic Surgeon other than the original Orthopaedic Surgeon, shall it attract a fee of 50% of the amount for the principal procedure in the initial surgery, in addition to the fee payable for the new procedure, except where the new procedure is specified as a revision procedure in the AMA List.

*Subsequent consultation* is each attendance subsequent to the first in a single course of treatment. A subsequent consultation fee is not to be billed if conducted on the same day as surgery or in the normal aftercare that applies following surgery. The cost of these consultations is included in the fee for the orthopaedic procedure.

*The Act* means the Workers Compensation Act 1987.

#### 4. Application of Order

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

#### 5. Maximum fees for treatment by Orthopaedic Surgeon

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

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

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

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

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

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

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

Any item number where the term “flag” is used in the Clinical Indication column highlights a potential exception that will require further justification. Should an Orthopaedic Surgeon seek an exception to the guidelines, the Orthopaedic Surgeon must provide a written explanation to support the request.

#### 8. GST

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

#### 9. Requirements for surgical invoices

All surgical invoices will need to be accompanied by the following:

- (1) Detailed operation report including a description of the initial injury and an outline of the mechanism of injury, intra-operative findings, the procedures performed, including structures that were repaired (stating the anatomic location) and technique of repair.
- (2) Usage of any of the restricted item numbers (Schedule B, Table 2 and Schedule C) should be accompanied by clinical justification in order to process the claim.
- (3) For any proposed surgery – a list of proposed applicable item numbers will need to be provided prior to approval being given.

Where questions arise in individual clinical situations, supply of additional information will be considered to assist in determinations.

### SCHEDULE A

#### Maximum Fees for Orthopaedic Surgeons

<i>Item</i>	<i>Column 1 Type of service</i>	<i>Column 2 AMA Item(s)</i>	<i>Column 3 Maximum amount</i>
<b>Consultations</b>			
1.	Initial consultation and report	AC500 (MBS 104)	\$298.40
2.	Extended initial consultation and report	AC500 (MBS104)	\$411.10
3.	Subsequent consultation	AC510 (MBS 105)	\$205.60
4.	Out-of-hours consultation		\$172.40 in addition to consultation fee
<b>Procedures</b>			
5.	Orthopaedic procedures	ML005 (MBS 46300) to MY115 (MBS 50130)	150% of AMA List
6.	Instrument fee	WCO003	\$205.60
7.	Assistant at operation	MZ900	\$344.80 or 20% of the fee for surgical procedures where the assistant fee applies, whichever is greater
8.	Multiple operations or injuries		Primary item number is to be paid in full (150% of AMA List fee), and additional item numbers at 75% (i.e. 75% x 150% of AMA List fee)
9.	Aftercare visits		As per AMA List
10.	Compound (open) wound		In an open fracture wound that requires debridement, a 50% loading for open fracture fixation can be applied Debridement item 30023/EA075 is not to be used when applying this loading



<i>Item</i>	<i>Column 1 Type of service</i>	<i>Column 2 AMA Item(s)</i>	<i>Column 3 Maximum amount</i>
Insurer/lawyer requests			
11.	Opinion on file request		\$205.60
12.	Telephone requests		\$39.80 per 3-5 minute phone call
13.	Lost reports and reprints		\$139.30 per report
14.	Treating Specialist reports (where additional information that is not related to the routine injury management of the patient, is requested by either party to a potential or current dispute).		Please refer to the Workplace Injury Management and Workers Compensation (Medical Examinations and Reports) Order 2014 Schedule 2
15.	Fees for providing copies of clinical notes and records	WCO005	The maximum fee for providing copies of medical records (including Specialist's notes and reports) is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages.

SCHEDULE B

Billing Items Used in Hand Surgery

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

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Reason for decline</i>
CV233/Nil  CV082	INJECTION OF AN ANAESTHETIC AGENT, ulnar, radial or median nerve of main trunk, one or more of, not being associated with a brachial plexus block  MINOR NERVE BLOCK (specify type) to provide post-operative pain relief (this does not include subcutaneous infiltration)	The MBS does not allow a claim for nerve blocks performed as a method of postoperative analgesia. Infiltration is included in both the anaesthetic schedule AND in the surgical item number fee if performed by the Orthopaedic Surgeon. This item can only be used in circumstances where a formal nerve block is performed by the Orthopaedic Surgeon as the only form of anaesthesia and no charge is raised for another anaesthetic service.
MG540/45051	CONTOUR RECONSTRUCTION for pathological deformity, insertion of foreign implant (non biological but excluding injection of liquid or semisolid material) by open operation	This relates to the insertion of foreign implant for pathological deformity by an open operation i.e. facial reconstruction and was not intended for usage in hand surgery.
MH480/45445	FREE GRAFTING (split skin) as inlay graft to 1 defect including elective dissection using a mould (including insertion of and removal of mould)	The appropriate item number is MH490/45448.
MR170/47954	TENDON, repair of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
MR210/4796	TENDON OR LIGAMENT TRANSFER, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
MR220/47969	TENOSYNOVECTOMY, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
MR230/47972	TENDON SHEATH, open operation for tenovaginitis, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.



<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Reason for decline</i>
MS015/48403	PHALANX OR METATARSAL, osteotomy or osteectomy of, with internal fixation	This item is from the orthopaedic group of item numbers and relates to foot surgery only. There already exist appropriate item numbers in the hand surgery section.
MY015/50103	JOINT, arthrotomy of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
MY025/50104	JOINT, synovectomy of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
MY045/50109	JOINT, arthrodesis of, not being a service to which another item in this Group applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
MY105/50127	JOINT OR JOINTS, arthroplasty of, by any technique not being a service to which another item applies	This item is from the orthopaedic group of item numbers. There already exist appropriate item numbers in the hand surgery section.
OF820/60506	FLUOROSCOPY using a mobile image intensifier, in conjunction with a surgical procedure lasting less than 1 hour, not being a service to which another item in this table applies (R)	This item cannot be claimed for use of image intensification when operated by the Orthopaedic Surgeon in the absence of a radiographer.
OF824/60509	FLUOROSCOPY using a mobile image intensifier, in conjunction with a surgical procedure lasting 1 hour or more, not being a service associated with a service to which another item in this table applies (R)	This item cannot be claimed for use of image intensification when operated by the Orthopaedic Surgeon in the absence of a radiographer.

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

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
AC510105	Each attendance SUBSEQUENT to the first in a single course of treatment	Follow up consultations will not be paid within the 6 week period following a procedure as this is included in normal aftercare.
EA075/30023	WOUND OF SOFT TISSUE, traumatic, deep or extensively contaminated, debridement of, under general anaesthesia or regional or field nerve block, including suturing of that wound when performed (Assist.)	This item applies to heavily contaminated wounds and removal of devitalized tissue in deep wounds. The majority of clean lacerations in acute hand injuries will attract item number EA095/30029. Debridements are also not applicable when removing percutaneous wire fixation. There will be a limit of one debridement per digit.
EA095/30029	SKIN AND SUBCUTANEOUS TISSUE OR MUCOUS MEMBRANE, REPAIR OF WOUND OF, other than wound closure at time of surgery, not on face or neck, small (NOT MORE THAN 7CM IN LENGTH), involving deeper tissue, not being a service to which another item in Group 3.4 applies.	This item is for use in wound suture when no other vital tissue is involved. It cannot be used in conjunction with EA075/30023 for the same wound/zone of injury, nor when repair of a deeper structure is also performed and claimed for.
EA755/30223	LARGE HAEMATOMA, LARGE ABSCESS, CARBUNCLE, CELLULITIS OR SIMILAR LESION, requiring admission to hospital or day-hospital facility, INCISION WITH DRAINAGE OF (excluding aftercare)	This item cannot be used in conjunction with 30023 (EA075) for the same wound/zone of injury.

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
EA825/30238	FASCIA, DEEP, repair of, FOR HERNIATED MUSCLE	This item is rarely indicated and cannot be used in conjunction with: EA075/30023, MR240/47975, MR250/47978, MR260/47981.
ET560/33815 ET570/33818	MAJOR ARTERY OR VEIN OF EXTREMITY, repair of wound of, with restoration of continuity, by lateral suture/ MAJOR ARTERY OR VEIN OF EXTREMITY, repair of wound of, with restoration of continuity, by direct anastomosis	This item is applicable for repair of radial, ulnar or brachial arteries proximal to wrist crease.
LN740/39312	NEUROLYSIS, internal (interfascicular) neurolysis of using microsurgical techniques	This item is never indicated in acute trauma. It is rarely indicated in elective surgery and is reserved for use in revision nerve decompression surgery. This item is not to be used in conjunction with MU400: Wrist carpal tunnel release (division of transverse carpal ligament), by open procedure.
LN750/39315	NERVE TRUNK, nerve graft to, (cable graft) including harvesting of nerve graft using microsurgical techniques	This item can only be charged once per named nerve trunk, regardless of the number and distal distribution of individual cables. This item cannot be used in conjunction with LN790, LN800 or LN810
LN760/39318	CUTANEOUS NERVE (including digital nerve), nerve graft to, using microsurgical techniques	This item cannot be used in conjunction with LN790, LN800 or LN810. This item cannot be used for prosthetic neural tubes or wraps. In this setting, LN700 or LN710 are applicable.
LN790/800 39324	NEURECTOMY, NEUROTOMY or removal of tumour from superficial peripheral nerve, by open operation	This item cannot be used in conjunction with LN810.
LN810/39330	NEUROLYSIS by open operation without transposition, not being a service associated with a service to which item LN740 applies	This item is not for the identification of nerves during surgical exposure. It is not to be used in combination with LN700. This item is not to be used in conjunction with MU400: Wrist carpal tunnel release (division of transverse carpal ligament) by open procedure. However, LN810 and MU400 can be used together for combined open carpal tunnel release and cubital tunnel release surgery. This item is not to be used in conjunction with ML235 Tendon sheath of hand/wrist open operation for stenosing tenovaginitis.
MH115/45203	SINGLE STAGE LOCAL FLAP, where indicated to repair 1 defect, complicated or large, and excluding flap for male pattern baldness and excluding H-flap or double advancement flap	This item is rarely indicated in the hand and wrist as a large defect will not be readily amenable to a local flap reconstruction. It is not to be used for suturing of traumatic skin flaps.
MH125/45206	SINGLE STAGE LOCAL FLAP where indicated to repair 1 defect, on eyelid, nose, lip, ear, neck, hand, thumb, finger or genitals, excluding H-flap or double advancement flap	This item can only be used once for a z-plasty.

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

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
ML155/46339	EXTENSOR tendons or FLEXOR tendons of hand or wrist synovectomy of	This item is not indicated for use with surgery for de Quervain's tenovaginitis ML235/46363 and is rarely indicated in routine carpal tunnel surgery.
ML345/46396	PHALANX or METACARPAL of the hand, osteotomy or osteectomy of	This item is applicable for removing excess bone formation in an intact bone. This is no longer to be applied to removal of loose pieces of bone in trauma or bone shortening for terminalisation or replantation. This is part of the debridement and is included in EA075/30023 if applicable.
ML405/46414	ARTIFICIAL TENDON PROSTHESIS, INSERTION OF in preparation for tendon grafting	Tenolysis (ML545, ML535: 46450, 46453) or tenotomy (MR200/47963) of the tendon to be grafted cannot be billed with this item.
ML485/46438	MALLET FINGER, closed pin fixation of	This item is not to be used in conjunction with MP005/47300
ML535/ ML545/46450/ 46453	EXTENSOR TENDON, TENOLYSIS OF, following tendon injury, repair or graft FLEXOR TENDON, TENOLYSIS OF, following tendon injury, repair or graft	These items are applicable for freeing tendons from scar following previous surgery or trauma. They are not indicated in an acute hand injury. ML545 cannot be claimed in conjunction with release of trigger finger.
ML765/46504	NEUROVASCULAR ISLAND FLAP, for pulp innervation	These items are only to be used for a heterodigital neurovascular island flap used to resurface pulp loss (e.g. Littler flap, first dorsal metacarpal artery or Kite flap).
ML795/ ML805/46513/ 46516	Digital nail of finger or thumb removal of	This item should not be used in association with nailbed repair (ML665/46486 or ML675/46489)
ML805/46516	DIGITAL NAIL OF FINGER This item is OR THUMB, removal of in the operating theatre of a hospital or approved day hospital facility	This item is not to be used in association with primary or secondary nail bed repair (ML665/46486, ML675/46489)
ML825/46522	FLEXOR TENDON SHEATH OF FINGER OR THUMB – open operation and drainage for infection	This item is applicable only for drainage of suppurative flexor tenosynovitis. It does not apply to washout of flexor sheath in acute injury.
MP025/47306	Distal PHALANX of FINGER or THUMB treatment of by open reduction	This item is not appropriate to be used in conjunction with ML665/46486 where a distal tuft fracture is manipulated into position.
MR088/47920	BONE GROWTH STIMULATOR, insertion of	This is only indicated where a mechanical bone growth stimulator has been inserted. It is not for the insertion of OP1 or other bone morphogenic proteins in the setting of hand surgery
MR090/47921	ORTHOPAEDIC PIN OR WIRE, insertion of, as an independent procedure	This item cannot be claimed when the k-wire has been used as part of fracture fixation.
MR110/47927	BURIED WIRE, PIN OR SCREW, 1 or more of, which were inserted for internal fixation purposes, removal of, in the operating theatre of a hospital or approved day hospital facility – per bone	This item applies for removal of buried k-wire. Where a k-wire or wires cross more than 2 bones, only 1 item number is claimable.
MR630/ MR640/48239/ 47306	BONE GRAFT (with or without internal fixation), not being a service to which another item in this Group applies	These items cannot be claimed in conjunction with fracture fixation numbers or the following item numbers: ML005, ML015, ML355, ML365, ML375, MR560-MR620.

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
MS005/48400	PHALANX, METATARSAL, ACCESSORY BONE OR SESAMOID BONE, osteotomy or osteectomy of, excluding services to which Item MX660 or MX670 applies	This item is only applicable to sesamoidectomy.
MS025/48406	FIBULA, RADIUS, ULNA, CLAVICLE, SCAPULA (other than acromion), RIB, TARSUS OR CARPUS, osteotomy or osteectomy of	This item is the appropriate number for excision of the pisiform. This item is not appropriate for simple removal of bone prominence, osteophytes or small quantities of excess bone.
MU470/49212	WRIST, arthrotomy of	This item is not to be used in conjunction with excision of primary or recurrent wrist ganglia. (ML725/46500, ML755/46503)
MY035/50106	JOINT, stabilisation of, involving 1 or more of: repair of capsule, repair of ligament or internal fixation, not being a service to which another item in this Group applies	This item is applicable for stabilization of CMC joints only.

SCHEDULE C

Billing Items Used in Shoulder and Elbow Surgery

The Order adopts the WorkCover Qld Shoulder and Elbow Surgery Guidelines with minor modifications. These are outlined below and their use is mandatory when billing for shoulder and elbow surgery.

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
<b>BONE GRAFTS</b>		
MR550/48215	Humerus, bone graft to, with internal fixation	
MR640/48242	Bone graft, with internal fixation	Not being a service to which another item in this group applies
MS005/48400	Phalanx, metatarsal, accessory bone or sesamoid bone, osteotomy or osteectomy of, excluding services to which item MX660 or MX670 applies, any of items MX660, MX670, MR130 or MR140 apply	
MS025/48406	Fibula, radius, ulna, clavicle, scapula (other than acromion), rib, tarsus or carpus, osteotomy or osteectomy of	Excluding services to which items MR130/47933 or MR140/47936 apply. Not to be used in combination with MT770/48951 <b>Flag if this item is used in combination with any other shoulder item codes (MT600/48900 to MT800/48960)</b>
MS035/48409	Fibula, radius, ulna, clavicle, scapula (other than acromion), rib, tarsus or carpus, osteotomy or osteectomy of, with internal fixation.	Excluding services to which items MR130/47933 or MR140/47936 apply. Not to be used in combination with MT770/48951 <b>Flag if this item is used in combination with any other shoulder items (MT600/48900 to MT800/48960)</b>
MS045/48412	HUMERUS, osteotomy or osteectomy of, excluding services to which items MR130 or MR140 apply	<b>Flag if this item is used for tennis elbow surgery</b>

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
<b>SHOULDERS</b>		
MT600/48900	Excision or coraco-acromial ligament or removal of calcium deposit from cuff or both	Open operation not arthroscopic. Use of this item rarely seen in WorkCover NSW claims <b>Flag if this item is used twice or more</b>
MT610/48903	Decompression of subacromial space by acromioplasty	Open operation, also known as open acromioplasty or subacromial decompression (SAD)
MT620/48906	Repair of rotator cuff, including excision of coraco-acromial ligament	Known as open cuff repair without acromioplasty Not to be used in combination with MT600/48900. If MS025 is performed it cannot be used with MT770
MT630/48909	Repair of rotator cuff, including decompression of subacromial space by acromioplasty	Known as open rotator cuff repair with acromioplasty with excision of AC joint Not being a service to which item MT610/48903 applies <b>Flag if this item is used with MX670/49851</b>
MT640/48912	Shoulder arthrotomy	Use of this item rarely seen in WorkCover NSW claims <b>Flag if this item is used in combination with any other item code for shoulder surgery</b>
MT650/48915	Hemi-arthroplasty	Use of this item rarely seen in WorkCover NSW claims Maybe appropriate for shoulder fractures only
MT660/48918	Total replacement arthroplasty including rotator cuff repair	Use of this item rarely seen in WorkCover NSW claims
MT670/48921	Revision of total replacement arthroplasty	Use of this item rarely seen in WorkCover NSW claims
MT680/48924	Revision of total replacement arthroplasty with bone graft to scapula or humerus	Use of this item rarely seen in WorkCover NSW claims
MT690/48927	Removal of shoulder prosthesis	Use of this item rarely seen in WorkCover NSW claims
MT700/48930	Stabilisation for recurrent anterior/posterior dislocation	Known as open shoulder stabilisation (including repair of labrum) If recurrent, treatment option: highly recommend looking into claimant's history to determine if surgery is to treat the aggravation or pre-existing condition
MT710/48933	Stabilisation for multidirectional dislocation	Mostly used for open procedures
MT720/48936	Synovectomy as an independent procedure	Use of this item rarely seen in WorkCover NSW claims <b>Flag if this item is used in combination with any other item code</b>
MT730/48939	Arthrodesis with synovectomy	Use of this item rarely seen in WorkCover NSW claims <b>Flag if this item is used once or more</b>
MT740/48942	Arthrodesis with synovectomy, removal of prosthesis and bone grafting	Use of this item rarely seen in WorkCover NSW claims <b>Flag if this item is used once or more</b>



<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
MT750/48945	Diagnostic arthroscopy	Not to be used with any <b>arthroscopic</b> procedure of the shoulder region May be used with open surgery i.e. MT630/48909, MT620/48906, MT710/48933
MT760/48948	Arthroscopic surgery, with one or more: removal loose bodies, decompression of calcium deposits, debridement labrum/synovium/rotator cuff, chondroplasty	Not to be used with any other <b>arthroscopic</b> procedure of the shoulder region Preparatory for an open procedure Appropriate with MT620/48906 and MT630/48909. May be used with MT700/48930 and MT710/48933
MT770/48951	Arthroscopic division of the coraco-acromial ligament including acromioplasty	Not to be used with any other <b>arthroscopic</b> procedure of the shoulder region Not to be used in combination with EA365/30111 or MT780/48954
MT780/48954	Arthroscopic total synovectomy including release of contracture (shoulder)	Known as frozen shoulder release; standalone item code Not to be used with any other <b>arthroscopic</b> procedure of the shoulder region Not to be used in combination with MT770/48951 <b>Flag if this item is used with any other item number for shoulder surgery</b>
MT790/48957	Arthroscopic stabilisation for recurrent instability including labral tear or reattachment	Not to be used with any other <b>arthroscopic</b> procedure of the shoulder region If recurrent treatment option, highly recommend looking into claimant's history to determine if surgery is to treat the aggravation or pre-existing condition <b>Flag if this item number used with any other item number for shoulder surgery</b>
MT800/48960	Reconstruction or repair of, including rotator cuff by arthroscopic, arthroscopic assisted or mini open means; arthroscopic acromioplasty; or resection of acromioclavicular joint by separate approach	Not to be used with any procedure of the shoulder region Not to be used in combination with any other item number for shoulder surgery May be used with 18256 Not to be used with <b>EA365/30111</b> <b>Flag if this item number is used in combination with MT770/48951 or MT790/48957</b>
<b>ELBOW</b>		
MU035/49100	Arthrotomy with removal one or more lavage, removal of loose body or division of contracture	Not to be used for tennis elbow surgery
MU045/49103	Ligamentous stabilisation	Not to be used in conjunction with LN810/39330 Acceptable to use LN810/39330 if the ulnar nerve requires mobilisation or decompression at the time of stabilisation (operation notes should reflect this). Transposition LN770/39321 is commonly used. Ulnar nerve transposition can occur frequently in large elbow operations. It may be necessary to perform neurolysis of more than one nerve such as radial and ulnar, if there was significant previous injury or previous surgery



<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
MU055/49106	Arthrodesis with synovectomy	Use of this item rarely seen in WorkCover NSW claims <b>Flag if this item code is used</b>
MU065/49109	Total synovectomy	Known as <b>common contracture release</b> Use of this item rarely seen in WorkCover NSW claims May be appropriate with oosteotomy i.e. MS045/48412 or MS025/48406 <b>Flag if used</b>
MU075/49112	Silastic replacement of radial head	Seen with fractures and dislocations May be associated with other item numbers i.e. MU045/49103 or MU075/49112 Not to be used in combination with MU065/49109 <b>Flag if used</b>
MU085/49115	Total joint replacement	Use of this item rarely seen in WorkCover NSW claims <b>Flag if used</b>
MU086/49116	Total replacement arthroplasty, revision including removal of prosthesis	Use of this item rarely seen in WorkCover NSW claims <b>Flag if used</b>
MU087/49117	Total replacement arthroplasty, revision procedure with bone grafting or removal or prosthesis	Use of this item rarely seen in WorkCover NSW claims <b>Flag if used</b>
MU095/49118	Diagnostic arthroscopy	Not to be used with any other <b>arthroscopic</b> procedure of the elbow region Appropriate for use with open elbow surgery
MU105/49121	Arthroscopic surgery of elbow	Involving any one or more of: drilling of defect, removal of loose body, release of contracture or adhesions, chondroplasty, or osteoplasty (not a service associated with any other <b>arthroscopic</b> procedure of the elbow joint)
<b>OTHER</b>		
EA365/30111	Bursa (large) including olecranon, calcaneum or patella, excision of	May be used in combination with olecranon bursa <b>Flag if used in combination with any shoulder surgery</b> Not to be used in combination with MT800/48960
LN810/39330	Neurolysis by open operation without transposition	Not being a service associated with a service to which item LN740/39312 applies Can be used in combination with elbow surgery Not to be used in combination with MT760/48948 <b>Flag if used in combination with any item codes for shoulder surgery</b>
<b>LIMB LENGTHENING AND DEFORMITY CORRECTION</b>		
MZ330/50405	Elbow, flexorplasty, or tendon transfer to restore elbow function	May be seen in distal biceps reconstruction Use of this item rarely seen in WorkCover NSW claims – set of item numbers address congenital conditions <b>Flag if used</b>

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
<b>OTHER JOINTS</b>		
MY035/50106	Joint, stabilisation of, involving one or more of: repair of capsule, repair of ligament or internal fixation	Not being a service to which another item in this Group applies Appropriate to be used with MT610/48903 and MR210/47966
MY055/50112	Cicatricial flexion or extension contraction of joint, correction of, involving tissues deeper than skin and subcutaneous tissue, not being a service to which another item in this group applies	Not to be used with any other <b>arthroscopic</b> procedure of the shoulder region Not to be used in combination with item code MT780/48954 <b>Flag if used in combination with any item code for elbow and shoulder surgery</b> Implies a release for stiffness after injury or surgery. May occur with other numbers in relation to a large release of the stiff elbow. Three to five item numbers should be in association with an operation that took two to three hours and is usually a revision situation or after serious trauma. The complexity should be reflected in the history of injury, number of prior operations, duration of surgery, complexity of the operation note.
MY065/50115	Joint or joints, manipulation of, performed in the operating theatre of a hospital	Not to be used for an 'examination' of a joint under general anaesthetic prior to an operation, where the general anaesthetic is for the operation itself Not being a service associated with a service to which another item in this group applies <b>Flag if this item code is used two or more times</b>
MY105/50127	Joint or joints, arthroplasty of, by any technique	Not being a service to which another item applies Not to be used in combination with any item code for shoulder, elbow or sternoclavicular surgery
<b>GENERAL</b>		
MP455/47429	Humerus, proximal, treatment of fracture of, by open reduction	
MP465/47432	Humerus, proximal, treatment of intra-articular fracture of, by open reduction	
MP485/47438	Humerus, proximal, treatment of fracture of, and associated dislocation of shoulder, by open reduction	
MP495/47441	Humerus, proximal, treatment of intra-articular fracture of, and associated dislocation of shoulder, by open reduction	
MR020/47903	Epicondylitis, open operation for	Tennis elbow Not to be used in combination with MS045/48412 <b>Flag if used</b>
MR110/47927	Buried wire, pin or screw, one or more of, which were inserted for internal fixation purposes, removal of, in the operating theatre of a hospital	Per bone

<i>AMA/CMBS item code</i>	<i>Descriptor</i>	<i>Clinical indication</i>
MR120/47930	Plate, rod or nail and associated wires, pins or screws, one or more of, all of which were inserted for internal fixation purposes, removal of	Not being a service associated with a service to which item MR100/47924 or MR110/47927 applies – per bone
MR170/47954	Tendon, repair of, as an independent procedure	Can be used in treating biceps tenodesis <b>Flag if used with any other item code</b>
MR190/47960	Tenotomy, subcutaneous	Not being a service to which another item in this group applies
MR200/47963	Tenotomy, open, with or without tenoplasty	Not being a service to which another item in this group applies Could be used in combination with MT770/48951 or MT800/48960
MR210/47966	Tendon or ligament, transfer,	As an independent procedure Could be used in combination with MT770/48951 or MT800/48960
MR220/47969	Tenosynovectomy	Not being a service to which another item in this group applies Should not be used for tennis elbow or shoulder surgery <b>Flag if used for shoulder or elbow procedures</b>

**WORKERS COMPENSATION (MEDICAL PRACTITIONER FEES) ORDER 2014**

under the  
Workers Compensation Act 1987

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

Dated this 16th day of December 2013.

JULIE NEWMAN, P.S.M.,  
Chief Executive Officer,  
WorkCover Authority

**Explanatory Note**

Treatment by a Medical Practitioner is one of the categories of medical or related treatment covered under the Workers Compensation Act 1987.

Injured workers are not liable for the cost of any medical or related treatment. Employers are liable for the cost of treatment. This Order sets the maximum fees for which an employer is liable under the Act for treatment by a Medical Practitioner of an injured worker's work-related injury.

In accordance with section 60 (2A) of the Workers Compensation Act 1987, mental health treatment items AA905 and AA910 (as per the AMA List of Medical Services and Fees) require prior insurer approval (Note: this prior approval requirement does not apply to workers exempt from the 2012 reforms: police officers, paramedics, fire fighters, volunteer bush fire fighters, emergency services volunteers, coal miners and workers who make claims under the Dust Diseases Act 1942).

Specialist Surgeons should refer to the Workers Compensation (Orthopaedic Surgeon Fees) Order 2014 and the Workers Compensation (Surgeon Fees) Order 2014.

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

The incorrect use of any item referred to in this Order can result in penalties, including the medical provider being asked to repay monies to WorkCover that the provider has incorrectly received.

**Workers Compensation (Medical Practitioner Fees) Order 2014****1. Name of Order**

This Order is the Workers Compensation (Medical Practitioner Fees) Order 2014.

**2. Commencement**

This Order commences on 1 January 2014.

**3. Definitions**

In this Order:

*the Act* means the Workers Compensation Act 1987.

*AMA List* means the document entitled List of Medical Services and Fees published by the Australian Medical Association and dated 1 November 2013.

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

In accordance with NSW Health policy (File No. C17061, Doc No.: PD2005\_018), assistant fees cannot be charged for WorkCover cases performed in a public hospital when the assistant is a Registrar. If the Registrar is on rotation to an approved private hospital, the relevant assistant fee may be charged. Payment of these fees is to be directed into a hospital or departmental trust fund account and the invoice should include details of this account. Workcover reserves the right to conduct an audit of assistant fee payments to ensure their proper distribution into the named trust fund.

*GST* means the Goods and Services Tax payable under the GST Law; and

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

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

*Medical Specialist* means a Medical Practitioner recognised as a Specialist by the Australian Medical Council and remunerated in accordance with Health Insurance Commission Health Insurance Regulations 1975, Schedule 4, Part 1 at Specialist rates under Medicare.

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

**Specialist Surgeon** means a Medical Practitioner who holds a fellowship of the Royal Australasian College of Surgeons or is currently a Fellow of the Australian Orthopaedic Association. It includes a Surgeon or Orthopaedic Surgeon who is recognised by Medicare Australia as a Specialist Surgeon or Specialist in orthopaedic surgery. It includes a Surgeon or Orthopaedic Surgeon who is a staff member at a public hospital providing services at the hospital.

#### 4. Application of Order

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

#### 5. Maximum fees for Medical Practitioners

- (1) This clause applies to medical and related treatment provided by a Medical Practitioner in respect of which a fee is specified in the AMA List, except:
  - a. Medical services identified in the AMA List by AMA numbers AC500, AC510, AC520, AC530, AC600 and AC610 (Professional Attendances by a Specialist), if these medical services are provided by a Specialist Surgeon;
  - b. Medical services identified in the AMA List by AMA Numbers EA010 to MZ705 (Surgical Operations) if these medical services are provided by a Specialist Surgeon;
  - c. Medical services identified in the AMA List by AMA Number MZ900 (Assistant Surgeon's fee);
  - d. Medical services identified in the AMA List by AMA numbers OP200, OP210 and OP220 (magnetic resonance imaging – MRI).
- (2) The maximum amount payable for magnetic resonance imaging (MRI) is:
  - \$700 for one region of the body or two contiguous regions of the body
  - \$1050 for three or more contiguous regions of the body, or two or more entirely separate regions of the body (e.g. wrist and ankle).
- (3) The maximum amount payable for a certificate of capacity is \$44.50. This fee is payable only once per claim for completion of the initial certificate of capacity.
- (4) The maximum hourly rate payable to a General Practitioner is \$259 or \$22 per 5 minutes. The maximum hourly rate payable to a Specialist is \$359.00 or \$30 per 5 minutes. The maximum hourly rate payable to a Specialist Surgeon is \$477.60 or \$39.80 per 5 minutes. These fees are to remunerate for any time spent by the Medical Practitioner/Specialist/Specialist Surgeon, in addition to the usual medical management, to assist the worker stay at or return to work. These rates may cover, for example, discussions with employers, case conferences, visits to worksites, time spent reviewing injury management or return to work plans and providing additional reports requested from treating doctors. These should be billed under the WorkCover payment classification code WCO002 and reflect the time taken (to the nearest 5 minutes) to deliver the service.
 

*Note:* No fee is payable for liaison with other health providers involved in the treatment of the injured worker (e.g. Medical Specialists, allied health practitioners) unless the communication is additional to that required for the management of patients with comparable injuries/conditions that are not work related.
- (5) The maximum fee for providing copies of medical records (including Specialist's notes and reports) is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages. This should be billed under Workcover payment classification code WCO005.
- (6) Subject to subclauses (1), (2), (3), (4), (5), and clause 7 (Nil fee for certain medical services), the maximum amount for which an employer is liable under the Act for any claim for medical or related treatment to which this clause applies is the fee listed, in respect of the medical or related treatment concerned, in the AMA List.

#### 6. Specialist consultations

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

The report will contain:

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

In accordance with the changes to the Act introduced by the Workers Compensation Legislation Amendment Act 2012, consultations with Medical Specialists/Specialist Surgeons beyond that of the initial consultation for the injury require prior approval by the insurer. Any reports from ongoing consultations should be sent to the referring General Practitioner and copied to the insurer.

Additional reports requested that do not relate to the routine management of a worker's injury and are not required as part of a dispute or potential dispute should be billed under WCO002 at a rate of \$359.00/hour or \$30 per 5 minutes (plus GST) for Specialists or \$477.60/hour or \$39.80 per 5 minutes (plus GST) for Specialist Surgeons. The hourly rate is to be pro-rated into 5 minute blocks to reflect the time taken to prepare the report. These reports may answer questions to assist the insurer determine prognosis for recovery and timeframes for return to work. If the report is requested as part of a current or potential dispute (for example, when there is lack of agreement regarding liability, causation, capacity for work or treatment between key parties and the treating medical practitioner is requested to

provide their opinion), the Workplace Injury Management and Workers Compensation (Medical Examination and Reports) Order 2014 applies.

Payment will not be made in advance of receipt of any report.

**7. Nil fee for certain medical services**

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

- a. General Practitioner – Urgent attendances after hours items (Medical services identified in the AMA List by AMA number AA007)
- b. All time based General Practitioner fees items (Medical services identified in the AMA List by AMA numbers AA190 – AA320)
- c. Enhanced primary care items (Medical services identified in the AMA List by AMA numbers AA501 – AA850)
- d. All shared health summary items (Medical services identified in the AMA List by AMA numbers AA340 – AA343)
- e. Telehealth items (Medical services identified in the AMA List by AMA numbers AA170 – AA210 and AP050 – AP105).

*Note:* Whilst telephone consultations with injured workers do not attract a fee, video consultations are permissible when approved in advance by the insurer. Insurers will consider if the video consultation is reasonably necessary, appropriate and likely to be effective when making a decision whether to approve these services. Video consultation treatment services are to be paid in accordance with the consultation items in this Order.

No fee is payable for cancellation or non-attendance by a worker for treatment services with a Medical Practitioner/Specialist/Specialist Surgeon.

**8. Goods and Services Tax**

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

**WORKPLACE INJURY MANAGEMENT AND WORKERS COMPENSATION  
(MEDICAL EXAMINATIONS AND REPORTS) ORDER 2014**

under the

Workplace Injury Management and Workers Compensation Act 1998

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

Dated this 16th day of December 2013.

JULIE NEWMAN, P.S.M.,  
Chief Executive Officer,  
WorkCover Authority

**Workplace Injury Management and Workers Compensation (Medical Examinations and Reports) Order 2014**

**Part 1 – Preliminary**

**1. Name of Order**

This Order is the Workplace Injury Management and Workers Compensation (Medical Examinations and Reports) Order 2014.

**2. Commencement**

This Order commences on 1 January 2014.

**3. Definitions**

In this Order:

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

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

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

*GST* means the Goods and Services Tax payable under the GST Law;

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

*Guidelines* mean the WorkCover Guidelines on Independent Medical Examinations and Reports current at the time;

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

*Medical Examination Report* means an examination and report completed by an Independent Medical Examiner or a treating Medical Practitioner where additional information is required by either party to a current or potential dispute. For example, when there is lack of agreement regarding liability, causation, capacity for work or treatment between key parties and the Medical Practitioner is requested to provide their opinion. This does not include reports on the routine management of the worker's injury. Fees for this type of communication are included in the relevant treatment fees Order.

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

Medical Examination Reports are categorised as follows:

- a. Standard Reports are reports relating solely to a single event or injury in relation to –
  - causation; or
  - capacity for work; or
  - treatment; or
  - simple permanent impairment assessment of one body system.
- b. Moderately Complex Reports are –
  - reports relating to issues involving a combination of two of the following:
    - o causation
    - o capacity for work
    - o treatment
    - o simple permanent impairment assessment of one body system
 or
    - reports of simple permanent impairment assessment of two body systems or
    - more than one injury to a single body system.
- c. Complex Reports are –
  - reports relating to issues involving a combination of three or more of the following:
    - o causation
    - o capacity for work



- o treatment
- o permanent impairment assessment of one body system  
or
- o a complex method of permanent impairment assessment on a single body system or multiple injuries involving more than one body system.

Payment for reports will not be made in advance of receipt of the report.

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

**Medical Specialist** means a medical practitioner recognised as a specialist by the Australian Medical Council and remunerated in accordance with Health Insurance Commission Health Insurance Regulations 1975, Schedule 4, Part 1 at specialist rates under Medicare.

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

#### 4. Application of Order

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

### Part 2 – Fees for medical assessments

#### 5. Maximum fees for medical assessments

For the purposes of section 339 of the Act, the maximum fees for the provision of services by health service providers in connection with a claim for compensation or work injury damages is as follows:

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

#### 6. Goods and Services Tax

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

#### 7. Payments under Schedules 1 & 2

(1) The party requesting a report as listed in these Schedules is to either:

- a. agree the category of report being requested with the doctor in advance and confirm the request in writing indicating that payment will be made within 10 days of receipt of a properly completed report and invoice;  
or
- b. pay in accordance with a contractual arrangement between the medical practice and the referring body on receipt of a properly completed tax invoice.

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

Schedules 1 and 2 apply to reports obtained for the purpose of proving or disproving an entitlement, or the extent of an entitlement to workers compensation or work injury damages. Schedules 1 and 2 do not apply to medical or related treatment reports. Fees for those reports (which usually contain questions to assist the insurer determine prognosis for recovery and timeframes for return to work) are fixed under section 61 of the Workers Compensation Act 1987.

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

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

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

Claimant:

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

Insurer:

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

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

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

#### SCHEDULE 1

##### Rates for Medical Examination by General Practitioners

<i>Payment Classification Code</i>	<i>Service description</i>	<i>Fee</i>
IMG001 or WIG001	Examination and report in accordance with the Guidelines – standard case (see definition of Medical Examination Report)	\$529.00
IMG002 or WIG002	Examination conducted with the assistance of an interpreter and report in accordance with Guidelines – standard case (see definition of Medical Examination Report)	\$590.80
IMG005 or WIG005	Cancellation with less than 2 working days notice, non attendance at scheduled appointment or unreasonably late attendance by worker or interpreter that prevents full examination being conducted	\$129.00
IMG006 or WIG006	File Review and report	\$391.60
IMG007 or WIG007	Supplementary report where additional information is provided and requested or additional questions are posed (where they are not seeking clarification). This fee does not apply where clarification is sought as a previous report was ambiguous and/or did not answer questions previously posed	\$261.10
IMG008 or WIG008	Update examination and report of worker previously reviewed, where there is no intervening incident	\$329.80
IMG009 or WIG009	Travel	Reimbursed in accordance with the travelling allowances set out in Table 1 (Allowances) to Part B (Monetary Rates) of the Crown Employees (Public Service Conditions of Employment) Award 2009

#### SCHEDULE 2

##### Rates for Medical Examination by Medical Specialists

<i>Payment Classification Code</i>	<i>Service description</i>	<i>Fee</i>
IMS001 or WIS001	Examination and report in accordance with the Guidelines – standard case (see definition of Medical Examination Report)	\$714.80

<i>Payment Classification Code</i>	<i>Service description</i>	<i>Fee</i>
IMS002 or WIS002	Examination conducted with the assistance of an interpreter and report in accordance with Guidelines – standard case (see definition of Medical Examination Report)	\$892.50
IMS003 or WIS003	ENT report (includes audiological testing), in accordance with the Guidelines – standard case (see definition of Medical Examination Report)	\$714.80
IMS031 or WIS031	ENT report (includes audiological testing) when examination conducted with the assistance of an interpreter and report in accordance with Guidelines – standard case (see definition of Medical Examination Report)	\$892.50
IMS004 or WIS004	Examination and report in accordance with the Guidelines – moderate complexity including ENT reports (see definition of Medical Examination Report)	\$1071.50
IMS005 or WIS005	Examination conducted with the assistance of an interpreter and report in accordance with Guidelines – moderate complexity including ENT reports (see definition of Medical Examination Report)	\$1250.50
IMS006 or WIS006	Examination and report in accordance with Guidelines – complex case including complex psychiatric (see definition of Medical Examination Report)	\$1421.60
IMS007 or WIS007	Examination conducted with the assistance of an interpreter and report in accordance with Guidelines – complex case (see definition of Medical Examination Report)	\$1779.60
IMS008 or WIS008	Examination and report in accordance with the Guidelines – psychiatric	\$1250.50
IMS081 or WIS081	Examination conducted with the assistance of an interpreter and report in accordance with the Guidelines – psychiatric	\$1565.60
IMS091 or WIS091	Cancellation with 2 working days notice	\$179.20
IMS092 or WIS092	Cancellation with less than 2 working days notice, non attendance at scheduled appointment or <b>unreasonably</b> late attendance by worker or interpreter that prevents full examination being conducted	\$358.50
IMS010 or WIS010	File Review and report	\$535.80
IMS011 or WIS011	Supplementary report where additional information is provided and requested or additional questions are posed. This fee does not apply where clarification is sought as a previous report was ambiguous and/or did not answer questions previously posed.	\$356.80
IMS012 or WIS012	Update examination and report of worker previously reviewed, where there is no intervening incident	\$529.10
IMS013 or WIS013	Travel	Reimbursed in accordance with the travelling allowances set out in Table 1 (Allowances) to Part B (Monetary Rates) of the Crown Employees (Public Service Conditions of Employment) Award 2009
IMS014 or WIS014	Consolidation of assessments from different Medical Specialists by Lead Assessor to determine total percentage whole person impairment	\$179.20

## SCHEDULE 3

## Rates for Approved Medical Specialists

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

<i>Service description</i>	<i>Fee</i>
Examination and report in accordance with Workers Compensation Commission standards – standard case	\$1277.10
Examination and report in accordance with Workers Compensation Commission standards – multiple medical assessments eg. for permanent impairment and general medical disputes	\$1710.70
Ear, nose and throat, includes audiological testing	\$1497.20
Examination and report in accordance with the Workers Compensation Commission standards – psychiatric	\$2136.40
Cancellation with less than 7 calendar days notice	\$425.70
Cancellation with less than 2 working days notice, non attendance at scheduled appointment or unreasonably late attendance by worker or interpreter that prevents full examination being conducted	\$851.40
Consolidation of medical assessment certificates by Lead Assessor	\$425.70
Re-examination + medical assessment certificate or reconsideration at request of Commission	\$639.20
When interpreter present at examination	Plus \$218.90
Miscellaneous Fee at the discretion of the Registrar or delegate	\$425.70 per hour
Travel	Reimbursed in accordance with the travelling allowances set out in Table 1 (Allowances) to Part B (Monetary Rates) of the Crown Employees (Public Service Conditions of Employment) Award 2009.

## SCHEDULE 4

## Rates for Approved Medical Specialists on Appeal Panels

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

<i>Service description</i>	<i>Fee</i>
Assessment, initial telephone conference and decision on papers	\$851.40
Examination of worker and report by AMS	Fee as per Schedule 3 applies
Cancellation with less than 7 calendar days notice	\$425.80
Cancellation with less than 2 working days notice, non attendance at scheduled appointment or unreasonably late attendance by worker or interpreter that prevents full examination being conducted	\$851.50
Assessment, telephone conference, appeal hearing and decision	\$1922.90
Additional Hearing or teleconference when convened by Arbitrator	\$358.10 per hour
Travel	Reimbursed in accordance with the travelling allowances set out in Table 1 (Allowances) to Part B (Monetary Rates) of the Crown Employees (Public Service Conditions of Employment) Award 2009.

## SCHEDULE 5

## Rates for Senior Approved Medical Specialists

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

<i>Service Description</i>	<i>Fee</i>
Provision of professional development to Approved Medical Specialists; input into relevant practice and procedures at the Workers Compensation Commission	\$552.60 per hour

**WORKPLACE INJURY MANAGEMENT AND WORKERS COMPENSATION  
(INJURY MANAGEMENT CONSULTANTS FEES) ORDER 2014**

under the

Workplace Injury Management and Workers Compensation Act 1998

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

Dated this 16th day of December 2013.

JULIE NEWMAN, P.S.M.,  
Chief Executive Officer,  
WorkCover Authority

**Workplace Injury Management and Workers Compensation (Injury Management Consultants Fees) Order 2014**

**Part 1 – Preliminary**

**1. Name of Order**

This Order is the Workplace Injury Management and Workers Compensation (Injury Management Consultants Fees) Order 2014.

**2. Commencement**

This Order commences on 1 January 2014.

**3. Definitions**

In this Order:

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

*GST* means the Goods and Services Tax payable under the GST Law; and

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

*Injury Management Consultant* is a Medical Practitioner approved by the WorkCover Authority under section 45A of the Act to perform the functions as outlined in the WorkCover Guidelines on Injury Management Consultants current at the time;

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

*Medical Practitioner* means a person registered under the Health Practitioner Regulation National Law (NSW) No 86a in the medical profession, who is approved by the WorkCover Authority of New South Wales as an Injury Management Consultant under s45A of the Act.

**4. Application of Order**

This Order applies to all Injury Management Consultant services provided on or after the commencement date of this Order, whether it relates to an injury received before, on, or after that date.

**Part 2 – Fees for Injury Management Consultants**

**5. Maximum Fees for Injury Management Consultants**

- a) For the purposes of section 339 of the Act, the maximum hourly fee for the provision of services by an Injury Management Consultant in connection with a claim for compensation or work injury damages is as set out in Schedule 1; and
- b) An Injury Management Consultant may not charge for more than 3 hours of work in the absence of express written agreement in advance from the relevant insurer or the Workers Compensation Commission.
- c) An Injury Management Consultant may charge a cancellation fee specified in item IIN106 where a worker provides 2 working days notice of cancellation.
- d) An Injury Management Consultant may charge a cancellation fee specified in item IIN107 where a worker provides less than 2 working days notice of cancellation, fails to attend their scheduled appointment, or the worker (or interpreter) attends unreasonably late preventing a full examination being conducted.
- e) An Injury Management Consultant's report is to be provided to the referrer within 10 working days of the examination, or in the case where no examination has been conducted, within 10 working days of the request having been received, or within a different timeframe if agreed between the parties. Payment for reports will not be made in advance of receipt of the report.
- f) The incorrect use of payment classification codes can result in penalties, including the medical provider being asked to repay monies to WorkCover that the provider has incorrectly received.

**6. Goods and Services Tax**

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

SCHEDULE 1  
Rates for Injury Management Consultants

<i>Payment Classification Code</i>	<i>Service description</i>	<i>Fee</i>
IIN105	Assessments, examinations, file reviews, discussions and reports	\$305.00 per hour to a maximum of 3 hours (unless authorised in advance by the insurer or Workers Compensation Commission).
IIN106	Cancellation with 2 working days notice	\$152.50
IIN107	Cancellation with less than 2 working days notice, non attendance at scheduled appointment or unreasonably late attendance by worker or interpreter that prevents full examination being conducted	\$305.00
IIN108	Examination conducted with the assistance of an interpreter	\$381.40 per hour (examination only). Discussions with other parties and report to be charged under IIN105 at \$305.00 per hour.



**WORKERS COMPENSATION (PSYCHOLOGY FEES) ORDER 2014**

under the  
Workers Compensation Act 1987

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

Dated this 16th day of December 2013.

JULIE NEWMAN, P.S.M.,  
Chief Executive Officer,  
WorkCover Authority

**Explanatory Note**

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

This Order makes provision for Psychology/Counselling Management Plans and the approval by workers compensation insurers of certain Psychology services. No fees are payable for psychology treatment provided by a person who is not a WorkCover approved Psychologist.

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

The incorrect use of any item referred to in this Order can result in penalties, including the Psychologist being asked to repay monies to WorkCover that the provider has incorrectly received.

**Workers Compensation (Psychology Fees) Order 2014****1. Name of Order**

This Order is the Workers Compensation (Psychology Fees) Order 2014.

**2. Commencement**

This Order commences on 1 January 2014.

**3. Definitions**

In this Order:

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

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

**GST** means the Goods and Services Tax payable under the GST Law; and

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

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

- history taking,
- assessment,
- goal setting and treatment planning,
- treatment,
- clinical recording,
- communication with referrer and insurer, and
- preparation of a Psychology/Counselling Management Plan when indicated.

The service is one-to-one for the entire session.

**Psychologist** means a WorkCover approved Psychologist.

**Psychology/Counselling Management Plan** means the document used by the Psychologist to indicate treatment timeframes and anticipated outcomes for an injured worker to the relevant workers compensation insurer. A Psychology/Counselling Management Plan provides the mechanism to request approval from the relevant workers compensation insurer for treatment beyond:

- (a) the initial six (6) consultations (when an injured worker has not attended for any previous treatment of a psychological nature for this injury) or

- (b) the initial consultation/treatment (when an injured worker has attended for previous treatment of a psychological nature for this injury).

A Psychology/Counselling Management Plan can request approval for up to an additional six (6) consultations unless otherwise approved by the insurer.

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

**Report writing** occurs when a Psychologist is requested by the insurer to compile a written report, other than the Psychology/Counselling Management Plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service. Payment will not be made in advance of receipt of the report.

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

- reassessment,
- treatment,
- clinical recording, and
- preparation of a Psychology/Counselling Management Plan when indicated

The service is one-to-one for the entire session.

**Telehealth services** means video consultations. Psychologists must consider the appropriateness of this mode of service delivery for each injured worker on a case-by-case basis. Telehealth services require pre-approval from the insurer and must be consented to by all parties – the injured worker, Psychologist and insurer. Phone consultations are not payable in the NSW workers compensation system. Service providers are responsible for delivering telehealth services in accordance with the principles of professional conduct and the relevant professional and practice guidelines to ensure that all care is taken to ensure the safety, appropriateness and effectiveness of the service.

**The Act** means the Workers Compensation Act 1987.

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

**WorkCover** means the WorkCover Authority of New South Wales.

**WorkCover approved Psychologist** means a Psychologist who has, either before or after the commencement of this Order, by a date notified by WorkCover, been approved by WorkCover to provide Psychology services and, at the time the service is provided, has a current, active WorkCover approval number.

#### 4. Application of Order

This Order applies to treatment provided on or after 1 January 2014, whether it relates to an injury received before, on or after that date.

#### 5. Maximum fees for Psychology treatment

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a Psychologist, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a Psychologist to provide treatment of a type specified in any of items PSY001, PSY002, PSY004 or PSY006 in Schedule A at a place other than the usual practice, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item PSY005 in Column 2 of Schedule A, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items PSY001 to PSY002 in Schedule A and require insurer pre-approval.

#### 6. Services provided interstate

Any Psychology treatment related services provided to a NSW injured worker in a State/Territory other than NSW must be paid in accordance with the fee that would apply to the workers compensation jurisdiction of the State/Territory of service, up to the maximum amount allowable under the WorkCover NSW fee Schedule. In such instances the service provider number is INT0000 and the payment classification code is the one that is relevant to a WorkCover approved Psychologist. The service provider must adhere to the NSW Workers Compensation system requirements including but not limited to submission of Psychology/Counselling Management Plans, approval for services, etc.

#### 7. Goods and Services Tax

- (1) Psychology treatment services provided by a Psychologist directly to the injured worker are GST free.
- (2) Case conference, report writing and travel services provided by a Psychologist in relation to treatment of an injured worker are subject to GST.
- (3) An amount fixed by this Order is exclusive of GST. An amount fixed by this Order may be increased by the amount of any GST payable in respect of the service to which the cost relates, and the cost so increased is taken to be the

amount fixed by this Order. This clause does not permit an Allied Health Practitioner to charge or recover more than the amount of GST payable in respect of the service to which the cost relates.

SCHEDULE A  
Maximum fees for Psychologists

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$)</i>
PSY001	Initial consultation	205.50
PSY002	Standard consultation	171.20
PSY003	Report writing	171.20/hour pro rata (max 1 hour)
PSY004	Case Conferencing	171.20/hour pro rata
PSY005	Travel	1.60 per kilometre
PSY006	Group	51.40/participant
WCO005	Fees for providing copies of medical notes and records.	The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages.

*Note:* Fees will only be paid after services have been rendered.

**WORKERS COMPENSATION (COUNSELLING FEES) ORDER 2014**

under the  
Workers Compensation Act 1987

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

Dated this 16th day of December 2013.

JULIE NEWMAN, P.S.M.,  
Chief Executive Officer,  
WorkCover Authority

**Explanatory Note**

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

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

The incorrect use of any item referred to in this Order can result in penalties, including the Counsellor being asked to repay monies to WorkCover that the provider has incorrectly received.

**Workers Compensation (Counselling Fees) Order 2014****1. Name of Order**

This Order is the Workers Compensation (Counselling Fees) Order 2014.

**2. Commencement**

This Order commences on 1 January 2014.

**3. Definitions**

In this Order:

**Case Conference** means a face-to-face meeting or teleconference with any or all of the following parties – nominated treating doctor, workplace rehabilitation provider, employer, insurer, or injured worker – to discuss a worker's return to work plan and/or strategies to improve a worker's capacity for work. File notes of Case Conferences are to be documented in the Counsellor's records indicating discussion and outcomes. This information may be required for invoicing purposes. Discussions between treating doctors and practitioners relating to treatment are considered a normal interaction between referring doctor and practitioner and are not to be charged.

**Counselling services** refers to all treatment related services delivered by a WorkCover approved Counsellor and each service is to be billed according to Schedule A.

**Counsellor** means a WorkCover approved Counsellor.

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

**GST** means the Goods and Services Tax payable under the GST Law; and

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

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

- history taking,
- assessment,
- goal setting and treatment planning,
- treatment,
- clinical recording,
- communication with referrer and insurer, and
- preparation of a Psychology/Counselling Management Plan when indicated.

The service is one-to-one for the entire session.

**Psychology/Counselling Management Plan** means the document used by the Counsellor to indicate treatment timeframes and anticipated outcomes for an injured worker to the relevant workers compensation insurer. A

Psychology/Counselling Management Plan provides the mechanism to request approval from the relevant workers compensation insurer for treatment beyond:

- (a) the initial six (6) consultations (when an injured worker has not attended for any previous treatment of a psychological nature for this injury) or
- (b) the initial consultation/treatment (when an injured worker has attended for previous treatment of a psychological nature for this injury).

A Psychology/Counselling Management Plan can request approval for up to an additional six (6) consultations unless otherwise approved by the insurer.

**Report writing** occurs when a Counsellor is requested by the insurer to compile a written report, other than the Psychology/Counselling Management Plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service. Payment will not be made in advance of receipt of the report.

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

- reassessment,
- treatment,
- clinical recording, and
- preparation of a Psychology/Counselling Management Plan when indicated.

The service is one-to-one for the entire session.

**Telehealth services** means video consultations. Counsellors must consider the appropriateness of this mode of service delivery for each injured worker on a case-by-case basis. Telehealth services require pre-approval from the insurer and must be consented to by all parties – the injured worker, Counsellor and insurer. Phone consultations are not payable in the NSW workers compensation system. Service providers are responsible for delivering telehealth services in accordance with the principles of professional conduct and the relevant professional and practice guidelines to ensure that all care is taken to ensure the safety, appropriateness and effectiveness of the service.

**The Act** means the Workers Compensation Act 1987.

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

**WorkCover** means the WorkCover Authority of New South Wales.

**WorkCover approved Counsellor** means a Counsellor who has, either before or after the commencement of this Order, by a date notified by WorkCover, been approved by WorkCover to provide Counselling services and, at the time of providing the service, has a current, active WorkCover approval number.

#### 4. Application of Order

This Order applies to treatment provided on or after 1 January 2014, whether it relates to an injury received before, on or after that date.

#### 5. Maximum fees for Counselling services

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a Counsellor, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a Counsellor to provide treatment of a type specified in any of items COU002, COU003, COU005 or COU007 in Schedule A at a place other than the usual practice, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item COU006 in Column 2 of Schedule A, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items COU002 to COU003 in Schedule A and require insurer pre-approval.

#### 6. Services provided interstate

Any Counselling treatment related services provided to a NSW injured worker in a State/Territory other than NSW, must be paid in accordance with the fee that would apply to the workers compensation jurisdiction of the State/Territory of service, up to the maximum amount allowable under the WorkCover NSW fee Schedule. In such instances the service provider number is INT0000 and the payment classification code is the one that is relevant to a WorkCover approved Counsellor.

To provide these services the service provider must meet the requirements for approval as a Counsellor in NSW (including membership of the relevant professional association) and must adhere to the NSW Workers Compensation system requirements included but not limited to submission of Psychology/Counselling Management Plans, approval for services, etc.

#### 7. Goods and Services Tax (GST)

- (1) Counselling services provided by a Counsellor are subject to GST.

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

SCHEDULE A

Maximum fees for Counsellors

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
COU002	Initial consultation	153.00
COU003	Standard consultation	137.00
COU004	Report writing	137.00/hour pro-rata (max 1 hour)
COU005	Case Conferencing	137.00/hour pro rata
COU006	Travel	1.60 per kilometre
COU007	Group	43.40/participant
WCO005	Fees for providing copies of medical notes and records.	The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages.

Note: Fees will only be paid after services have been rendered.



**WORKERS COMPENSATION (OSTEOPATHY FEES) ORDER 2014**

under the  
Workers Compensation Act 1987

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

Dated this 16th day of December 2013.

JULIE NEWMAN, P.S.M.,  
Chief Executive Officer,  
WorkCover Authority

**Explanatory Note**

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

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

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

The incorrect use of any item referred to in this Order can result in penalties, including the Osteopath being asked to repay monies to WorkCover that the provider has incorrectly received.

**Workers Compensation (Osteopathy Fees) Order 2014****1. Name of Order**

This Order is the Workers Compensation (Osteopathy Fees) Order 2014.

**2. Commencement**

This Order commences on 1 January 2014.

**3. Definitions**

In this Order:

**Case Conference** means a face-to-face meeting or teleconference with any or all of the following parties – nominated treating doctor, workplace rehabilitation provider, employer, insurer or injured worker – to discuss a worker's return to work plan and/or strategies to improve a worker's capacity for work. File notes of Case Conferences are to be documented in the Osteopath's records indicating discussion and outcomes. This information may be required for invoicing purposes. Discussions between treating doctors and practitioners relating to treatment are considered a normal interaction between referring doctor and practitioner and are not to be charged.

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

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

**GST** means the Goods and Services Tax payable under the GST Law; and

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

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

**Incidental expenses** means reasonable expenses for items the worker actually takes with them for independent use at home (e.g. strapping tape, theraband, exercise putty, walking stick). This does not apply to consumables used during a consultation or exercise handouts. All incidental expenses items must be pre-approved by the insurer. A description of the item should appear on the invoice forwarded to the insurer.

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

- history taking,
- physical assessment,
- diagnostic formulation,
- goal setting and treatment planning,



- treatment/service,
- clinical recording,
- communication with referrer, and
- preparation of an Osteopathy Management Plan when indicated.

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

**Osteopath** means an Osteopath registered under the Health Practitioner Regulation National Law (NSW) No. 86a.

**Osteopathy Management Plan** means the document used by the Osteopath to indicate treatment timeframe and anticipated outcomes for an injured worker to the relevant workers compensation insurer. An Osteopathy Management Plan provides the mechanism to request approval from the relevant workers compensation insurer for treatment beyond:

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

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

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

**Report writing** occurs when an Osteopath is requested by the insurer to compile a written report, other than the Osteopathy Management Plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service. Payment will not be made in advance of receipt of the report.

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

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

**Telehealth services** means video consultations. Osteopaths must consider the appropriateness of this mode of service delivery for each injured worker on a case-by-case basis. Telehealth services require pre-approval from the insurer and must be consented to by all parties – the injured worker, Osteopath and insurer. Phone consultations are not payable in the NSW workers compensation system. Service providers are responsible for delivering telehealth services in accordance with the principles of professional conduct and the relevant professional and practice guidelines to ensure that all care is taken to ensure the safety, appropriateness and effectiveness of the service.

**The Act** means the Workers Compensation Act 1987.

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

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

**WorkCover** means the WorkCover Authority of New South Wales.

**WorkCover approved Osteopath** means an Osteopath who has, either before or after the commencement of this Order, by a date notified by WorkCover, been approved by WorkCover to provide Osteopathy services and, at the time of the service, has a current, active WorkCover approval number.

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

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

#### 4. Application of Order

This Order applies to treatment provided on or after 1 January 2014 whether it relates to an injury received before, on or after that date.

**5. Maximum fees for Osteopathy treatment generally**

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by an Osteopath, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for an Osteopath to provide treatment of a type specified in any of items OSX007 to OSX011 in Schedule A at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item OSX014 in Column 2 of Schedule A, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items OSX001 to OSX006 in Schedule A and require insurer pre-approval.
- (4) This clause does not apply to treatment by a WorkCover approved Osteopath.

**6. Higher maximum fees for WorkCover approved Osteopaths**

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by an Osteopath, who is a WorkCover approved Osteopath, being treatment of a type specified in Column 1 of Schedule B to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a Osteopath to provide treatment of a type specified in any of items OSA007 to OSA011 in Schedule B at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item OSA014 in Column 2 of Schedule B, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items OSA001 to OSA006 in Schedule B and require insurer pre-approval.

**7. Services provided interstate**

Any osteopathy treatment related services provided to a NSW injured worker in a State/Territory other than NSW must be paid in accordance with the fee that would apply to the workers compensation jurisdiction of the State/Territory of service, up to the maximum amount allowable under the WorkCover NSW fee Schedule. In such instances the service provider number is INT0000 and the payment classification code is the one that is relevant to a WorkCover approved Osteopath. The service provider must adhere to the NSW Workers Compensation system requirements including but not limited to submission of Osteopathy Management Plans, approval for services, etc.

**8. External facility fees**

In the exceptional circumstance where approval is given for treatment to be provided at an external facility such as a gymnasium or pool, the facility (and not the service provider) is to invoice the insurer directly under code OTT006. An entry fee will not be paid where the facility is owned or operated by the treatment provider or the provider contracts their services to the facility.

**9. Goods and Services Tax**

- (1) Osteopathy services provided by a registered Osteopath directly to the injured worker are GST free.
- (2) Case Conference, report writing and travel services provided by an Osteopath in relation to their treatment of a worker are subject to GST.
- (3) An amount fixed by this Order is exclusive of GST. An amount fixed by this Order may be increased by the amount of any GST payable in respect of the service to which the cost relates, and the cost so increased is taken to be the amount fixed by this Order. This clause does not permit an allied health practitioner to charge or recover more than the amount of GST payable in respect of the service to which the cost relates.

**SCHEDULE A****Maximum fees for Osteopaths generally**

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Normal Practice		
OSX001	Initial consultation and treatment	50.00
OSX002	Standard consultation and treatment	40.00
OSX003	Initial consultation and treatment of two (2) distinct areas	75.00
OSX004	Standard consultation and treatment of two (2) distinct areas	60.00
OSX005	Complex treatment	80.00

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
OSX006	Group/class intervention	30/participant
Home Visit		
OSX007	Initial consultation and treatment	62.00
OSX008	Standard consultation and treatment	50.00
OSX009	Initial consultation and treatment of two (2) distinct areas	94.00
OSX010	Standard consultation and treatment of two (2) distinct areas	75.00
OSX011	Complex treatment	100.00
Other		
OSX012	Case conference	100/hour
OSX013	Report writing	100.00 (maximum)
OSX014	Travel	1.00 per kilometre
OAD001	Incidental expenses e.g. strapping, tape, theraband, exercise putty, etc. <i>Note: This code does not apply to external facility fees</i>	All items require insurer pre-approval.
WCO005	Fees for providing copies of medical notes and records.	The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages.

## SCHEDULE B

## Maximum fees for WorkCover approved Osteopaths

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Normal Practice		
OSA001	Initial consultation and treatment	86.20
OSA002	Standard consultation and treatment	73.00
OSA003	Initial consultation and treatment of two (2) distinct areas	130.00
OSA004	Standard consultation and treatment of two (2) distinct areas	110.10
OSA005	Complex treatment	145.90
OSA006	Group/class intervention	51.80/participant
Home Visit		
OSA007	Initial consultation and treatment	106.10
OSA008	Standard consultation and treatment	84.90
OSA009	Initial consultation and treatment of two (2) distinct areas	156.50
OSA010	Standard consultation and treatment of two (2) distinct areas	134.00
OSA011	Complex treatment	172.40
Other		
OSA012	Case conference, Report writing	172.40/hour (maximum)

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
OSA013	Work Related Activity assessment, consultation and treatment (may only be billed once by the Osteopath per claim)	172.40 (maximum)
OSA014	Travel	1.60/kilometre
OAD001	Incidental expenses e.g. strapping, tape, theraband, exercise putty, etc. <i>Note:</i> This code does not apply to external facility fees	All items require insurer pre-approval.
WCO005	Fees for providing copies of medical notes and records.	The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages.

*Note:* Fees will only be paid after services have been rendered.

**WORKERS COMPENSATION (REMEDIAL MASSAGE THERAPY SERVICES FEES) ORDER 2014**

under the  
Workers Compensation Act 1987

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

Dated this 16th day of December 2013.

JULIE NEWMAN, P.S.M.,  
Chief Executive Officer,  
WorkCover Authority

**Explanatory Note**

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

This Order makes provision for Remedial Massage Therapy Management Plans and the approval by workers compensation insurers of certain Remedial Massage Therapy services. No fees are payable for Remedial Massage Therapy services provided by a person who is not a WorkCover approved Remedial Massage Therapist. Injured workers are not liable for the cost of any medical or related treatment. Employers are liable for the cost of treatment. Employers are only liable to pay the amounts for Remedial Massage Therapy services set out in this Order.

The incorrect use of any item referred to in this Order can result in penalties, including the Remedial Massage Therapist being asked to repay monies to WorkCover that the provider has incorrectly received.

**Workers Compensation (Remedial Massage Therapy Services Fees) Order 2014****1. Name of Order**

This Order is the Workers Compensation (Remedial Massage Therapy Services Fees) Order 2014.

**2. Commencement**

This Order commences on 1 January 2014.

**3. Definitions**

In this Order:

*GST* means the Goods and Services Tax payable under the GST Law; and

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

*Remedial Massage Therapist* means a WorkCover approved Remedial Massage Therapist.

*Remedial Massage Therapy Management Plan* means the document used by the Remedial Massage Therapist to indicate treatment timeframes and anticipated outcomes for an injured worker to the relevant workers compensation insurer. A Remedial Massage Therapy Management Plan provides the mechanism to request approval from the relevant workers compensation insurer for treatment beyond:

- (a) the initial five (5) consultations (when an injured worker has not attended for any previous treatment of a physical nature for this injury) or
- (b) the initial consultation/treatment (when an injured worker has attended for previous treatment of a physical nature for this injury).

A Remedial Massage Therapy Management Plan can request approval for up to an additional five (5) consultations unless otherwise approved by the insurer.

*Remedial Massage Therapy services* refers to treatment services delivered by a WorkCover approved Remedial Massage Therapist and is limited to soft tissue massage targeting specific musculoskeletal injuries. Each service is to be billed according to Schedule A.

*The Act* means the Workers Compensation Act 1987.

*WorkCover* means the WorkCover Authority of New South Wales.

*WorkCover approved Remedial Massage Therapist* means a Remedial Massage Therapist who has, either before or after the commencement of this Order, by a date notified by WorkCover, been approved by WorkCover to provide Remedial Massage Therapy services and, at the time the service is provided, has a current, active WorkCover approval number.

**4. Application of Order**

This Order applies to treatment provided on or after 1 January 2014, whether it relates to an injury received before, on or after that date.

**5. Maximum fees for Remedial Massage Therapy**

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a Remedial Massage Therapist, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) No fees are payable for Remedial Massage Therapy provided by a person who is not a WorkCover approved Remedial Massage Therapist.

**6. Services provided interstate**

Any Remedial Massage Therapy services provided to a NSW injured worker in a State/Territory other than NSW must be paid in accordance with the fee that would apply to the workers compensation jurisdiction of the State/Territory of service, up to the maximum amount allowable under the WorkCover NSW fee Schedule. In such instances the service provider number is INT0000 and the payment classification code is the one that is relevant to a WorkCover approved Remedial Massage Therapist.

To provide these services, the service provider must meet the requirements for approval as a Remedial Massage Therapist in NSW (including membership of the relevant professional association) and must adhere to the NSW Workers Compensation system requirements including but not limited to submission of Remedial Massage Therapy Management Plans, approval for services, etc.

**7. Goods and Services Tax (GST)**

- (1) Remedial Massage Therapy services are subject to GST.
- (2) An amount fixed by this Order is exclusive of GST. An amount fixed by this Order may be increased by the amount of any GST payable in respect of the service to which the cost relates, and the cost so increased is taken to be the amount fixed by this Order. This clause does not permit an allied health practitioner to charge or recover more than the amount of GST payable in respect of the service to which the cost relates.

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**SCHEDULE A**
**Maximum fees for WorkCover approved Remedial Massage Therapists**

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount</i>
RMA001	Consultation and treatment (60 minutes duration)	\$75.10
RMA002	Consultation and treatment (45 minutes duration)	\$56.40
RMA003	Consultation and treatment (30 minutes duration)	\$37.60
WCO005	Fees for providing copies of medical notes and records.	The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages.

*Note:* Fees will only be paid after services have been rendered.



**WORKERS COMPENSATION (EXERCISE PHYSIOLOGY FEES) ORDER 2014**

under the  
Workers Compensation Act 1987

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

Dated this 16th day of December 2013.

JULIE NEWMAN, P.S.M.,  
Chief Executive Officer,  
WorkCover Authority

**Explanatory Note**

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

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

The incorrect use of any item referred to in this Order can result in penalties, including the Exercise Physiologist being asked to repay monies to WorkCover that the provider has incorrectly received.

**Workers Compensation (Exercise Physiology Fees) Order 2014****1. Name of Order**

This Order is the Workers Compensation (Exercise Physiology Fees) Order 2014.

**2. Commencement**

This Order commences on 1 January 2014.

**3. Definitions**

In this Order:

**Additional program costs** means reasonable expenses for items the worker actually takes with them for independent use at home (e.g. strapping tape, theraband, exercise putty, walking stick). This does not apply to consumables used during a consultation or exercise handouts. Items must be pre-approved by the insurer via the inclusion of a description and cost price for the necessary item on the Exercise Physiology Management Plan.

**Case Conference** means a face-to-face meeting or teleconference with any or all of the following parties – nominated treating doctor, workplace rehabilitation provider, employer, insurer or injured worker – to discuss a worker’s return to work plan and/or strategies to improve a worker’s capacity for work. File notes of Case Conferences are to be documented in the Exercise Physiologist’s records indicating discussion and outcomes. This information may be required for invoicing purposes. Discussions between treating doctors and practitioners relating to treatment are considered a normal interaction between referring doctor and practitioner and are not to be charged.

**Exercise Physiologist** means a WorkCover approved Exercise Physiologist.

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

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

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

**GST** means the Goods and Services Tax payable under the GST Law; and

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

**Initial consultation and treatment** means the first session provided by the Exercise Physiologist in respect of an injury which is of one hour duration, provided on a one-to-one basis for the entire consultation and includes:

- history taking,



- physical assessment,
- goal setting and treatment planning,
- treatment/service,
- clinical recording,
- communication with referrer, and
- preparation of an Exercise Physiology Management Plan.

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

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

**Report writing** occurs when an Exercise Physiologist is requested by the insurer to compile a written report, other than the Exercise Physiology Management Plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service. Payment will not be made in advance of receipt of the report.

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

- re-assessment,
- intervention/treatment,
- recording of notes, and
- preparation of an Exercise Physiology Management Plan when indicated.

**Telehealth services** means video consultations. Exercise Physiologists must consider the appropriateness of this mode of service delivery for each injured worker on a case-by-case basis. Telehealth services require pre-approval from the insurer and must be consented to by all parties – the injured worker, Exercise Physiologist and insurer. Phone consultations are not payable in the NSW workers compensation system. Service providers are responsible for delivering telehealth services in accordance with the principles of professional conduct and the relevant professional and practice guidelines to ensure that all care is taken to ensure the safety, appropriateness and effectiveness of the service.

**The Act** means the Workers Compensation Act 1987.

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

**WorkCover** means the WorkCover Authority of New South Wales.

**WorkCover approved Exercise Physiologist** means an Exercise Physiologist who has, either before or after the commencement of this Order, by a date notified by WorkCover, been approved by WorkCover to provide Exercise Physiology services and, at the time of providing the service, has a current, active WorkCover approval number.

#### 4. Application of Order

This Order applies to treatment provided on or after 1 January 2014, whether it relates to an injury received before, on or after that date.

#### 5. Maximum fees for exercise physiology treatment

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by an Exercise Physiologist, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for an Exercise Physiologist to provide treatment of a type specified in any of items EPA001 to EPA004 in Schedule A at a place other than the normal practice, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item EPA008 in Column 2 of Schedule A, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items EPA001 to EPA004 in Schedule A and require insurer pre-approval.

#### 6. Services provided interstate

Any exercise physiology services provided to a NSW injured worker in a State/Territory other than NSW, must be paid in accordance with the fee that would apply to the workers compensation jurisdiction of the State/Territory of service, up to the maximum amount allowable under the WorkCover NSW fee Schedule. In such instances the service provider number is INT0000 and the payment classification code is the one that is relevant to a WorkCover approved Exercise Physiologist.

To provide these services the service provider must meet the requirements for approval as an Exercise Physiologist in NSW (including membership of the relevant professional association) and must adhere to the NSW Workers Compensation system requirements including but not limited to submission of Exercise Physiology Management Plans, approval for services, etc.

#### 7. External facility fees

In the exceptional circumstance where approval is given for treatment to be provided at an external facility such as a gymnasium or pool, the facility (and not the service provider) is to invoice the insurer directly under code OTT006. An entry fee will not be paid where the facility is owned or operated by the treatment provider or the provider contracts their services to the facility.

#### 8. Goods and Services Tax

- (1) Exercise Physiology services are subject to GST.
- (2) An amount fixed by this Order is exclusive of GST. An amount fixed by this Order may be increased by the amount of any GST payable in respect of the service to which the cost relates, and the cost so increased is taken to be the amount fixed by this Order. This clause does not permit an allied health practitioner to charge or recover more than the amount of GST payable in respect of the service to which the cost relates.

#### SCHEDULE A

##### Maximum fees for Exercise Physiologists

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
EPA001	Initial consultation and treatment	137.70
EPA002	Standard consultation and treatment	137.70
EPA003	Reduced supervision treatment	60.10
EPA004	Group/class intervention	43.80/participant
EPA005	Additional program costs	Cost price (require insurer pre-approval)
EPA006	Case Conference	137.70/hour
EPA007	Report writing	137.70 (maximum)
EPA008	Travel	1.60/kilometre
WCO005	Fees for providing copies of medical notes and records.	The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages.

*Note:* Fees will only be paid after services have been rendered.

**WORKERS COMPENSATION (CHIROPRACTIC FEES) ORDER 2014**

under the  
Workers Compensation Act 1987

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

Dated this 16th day of December 2013.

JULIE NEWMAN, P.S.M.,  
Chief Executive Officer,  
WorkCover Authority

**Explanatory Note**

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

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

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

The incorrect use of any item referred to in this Order can result in penalties, including the Chiropractor being asked to repay monies to WorkCover that the provider has incorrectly received.

**Workers Compensation (Chiropractic Fees) Order 2014****1. Name of Order**

This Order is the Workers Compensation (Chiropractic Fees) Order 2014.

**2. Commencement**

This Order commences on 1 January 2014.

**3. Definitions**

In this Order:

**Case Conference** means a face-to-face meeting or teleconference with any or all of the following parties: nominated treating doctor, workplace rehabilitation provider, employer, insurer or injured worker to discuss a worker's return to work plan and/or strategies to improve a worker's capacity for work. File notes of Case Conferences are to be documented in the Chiropractor's records indicating discussion and outcomes. This information may be required for invoicing purposes. Discussions between treating doctors and practitioners relating to treatment are considered a normal interaction between referring doctor and practitioner and are not to be charged.

**Chiropractor** means a Chiropractor registered under the Health Practitioner Regulation National Law (NSW) No. 86a.

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

A Chiropractic Management Plan provides the mechanism to request approval from the relevant workers compensation insurer for treatment beyond:

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

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

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

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

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

**GST** means the Goods and Services Tax payable under the GST Law; and

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

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

**Incidental expenses** means reasonable expenses for items the worker actually takes with them for independent use at home (e.g. strapping tape, theraband, exercise putty, walking stick). This does not apply to consumables used during a consultation or exercise handouts. All incidental expenses or items must be pre-approved by the insurer. A description of the item should appear on the invoice forwarded to the insurer.

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

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

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

**Report writing** occurs when a Chiropractor is requested by the insurer to compile a written report other than the Chiropractic Management Plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service. Payment will not be made in advance of receipt of the report.

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

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

**Telehealth services** means video consultations. Chiropractors must consider the appropriateness of this mode of service delivery for each injured worker on a case-by-case basis. Telehealth services require pre-approval from the insurer and must be consented to by all parties – the injured worker, Chiropractor and insurer. Phone consultations are not payable in the NSW workers compensation system. Service providers are responsible for delivering telehealth services in accordance with the principles of professional conduct and the relevant professional and practice guidelines to ensure that all care is taken to ensure the safety, appropriateness and effectiveness of the service.

**The Act** means the Workers Compensation Act 1987.

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

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

**WorkCover** means the WorkCover Authority of New South Wales.

**WorkCover approved Chiropractor** means a Chiropractor who has, either before or after the commencement of this Order, by a date notified by WorkCover, been approved by WorkCover to provide Chiropractic services and, at the time of providing the service, has a current, active WorkCover approval number

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

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

#### 4. Application of Order

This Order applies to treatment provided on or after 1 January 2014 whether it relates to an injury received before, on or after that date.

**5. Maximum fees for chiropractic treatment generally**

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a Chiropractor, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a Chiropractor to provide treatment of a type specified in any of items CHX005, CHX006, CHX071, CHX072 or CHX073 in Schedule A at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item CHX009 in Column 2 of Schedule A, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items CHX001, CHX002, CHX031, CHX032, CHX033 or CHX010 in Schedule A and require insurer pre-approval.
- (4) This clause does not apply to treatment by a WorkCover approved Chiropractor.

**6. Higher maximum fees for treatment by WorkCover approved Chiropractors**

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a Chiropractor, who is a WorkCover approved Chiropractor, being treatment of a type specified in Column 1 of Schedule B to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a Chiropractor to provide treatment of a type specified in any of items CHA005, CHA006, CHA071, CHA072 or CHA073 in Schedule B at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item CHA009 in Column 2 of Schedule B, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items CHA001, CHA002, CHA031, CHA032, CHA033 or CHA010 in Schedule B and require insurer pre-approval.

**7. Services provided interstate**

Any chiropractic treatment related services provided to a NSW injured worker in a State/Territory other than NSW, must be paid in accordance with the fee that would apply to the workers compensation jurisdiction of the State/Territory of service, up to the maximum amount allowable under the WorkCover NSW fee Schedule. In such instances the service provider number is INT0000 and the payment classification code is the one that is relevant to a WorkCover approved Chiropractor. The service provider must adhere to the NSW Workers Compensation system requirements including but not limited to submission of Chiropractic Management Plans, approval for services, etc.

**8. External facility fees**

In the exceptional circumstance where approval is given for treatment to be provided at an external facility such as a gymnasium or pool, the facility (and not the service provider) is to invoice the insurer directly under code OTT006. An entry fee will not be paid where the facility is owned or operated by the treatment provider or the provider contracts their services to the facility.

**9. Goods and Services Tax**

- (1) Chiropractic treatment services provided by a Chiropractor directly to a worker are GST free.
- (2) Case Conference, report writing and travel services provided by a Chiropractor are subject to GST.
- (3) An amount fixed by this Order is exclusive of GST. An amount fixed by this Order may be increased by the amount of any GST payable in respect of the service to which the cost relates, and the cost so increased is taken to be the amount fixed by this Order. This clause does not permit an allied health practitioner to charge or recover more than the amount of GST payable in respect of the service to which the cost relates.

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**SCHEDULE A**
**Maximum fees for Chiropractors generally**

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Normal Practice		
CHX001	Initial consultation and treatment	50.00
CHX002	Standard consultation and treatment	40.00
CHX031	Initial consultation and treatment of two (2) distinct areas	75.00
CHX032	Standard consultation and treatment of two (2) distinct areas	60.00
CHX033	Complex treatment	80.00
CHX010	Group/class intervention	30/participant

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
CHX004	Spine X-rays performed by a Chiropractor	99.20
Home Visit		
CHX005	Initial consultation and treatment	62.00
CHX006	Standard consultation and treatment	50.00
CHX071	Initial consultation and treatment of two (2) distinct areas	94.00
CHX072	Standard consultation and treatment of two (2) distinct areas	75.00
CHX073	Complex treatment	100.00
Other		
CHX081	Case Conference	100/hour
CHX082	Report writing	100.00 (maximum)
CHX009	Travel	1.00 per kilometre
OAD001	Incidental expenses e.g. strapping, tape, theraband, exercise putty, etc. <i>Note: This code does not apply to external facility fees</i>	All items require insurer pre-approval.
WCO005	Fees for providing copies of medical notes and records.	The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages.

## SCHEDULE B

## Maximum fees for WorkCover approved Chiropractors

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Normal Practice		
CHA001	Initial consultation and treatment	86.20
CHA002	Standard consultation and treatment	73.00
CHA031	Initial consultation and treatment of two (2) distinct areas	130.00
CHA032	Standard consultation and treatment of two (2) distinct areas	110.10
CHA033	Complex treatment	145.90
CHA010	Group/class intervention	51.80/participant
CHA004	Spine X-rays performed by a Chiropractor	131.60
Home Visit		
CHA005	Initial consultation and treatment	106.10
CHA006	Standard consultation and treatment	84.90
CHA071	Initial consultation and treatment of two (2) distinct areas	156.50
CHA072	Standard consultation and treatment of two (2) distinct areas	134.00
CHA073	Complex treatment	172.40



<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Other		
CHA081	Case Conference, Report writing	172.40/hour (maximum)
CHA082	Work related activity assessment, consultation and treatment (may only be billed once by the Chiropractor per claim)	172.40 (maximum)
CHA009	Travel	1.60/kilometre
OAD001	Incidental expenses e.g. strapping, tape, theraband, exercise putty, etc. <i>Note:</i> This code does not apply to external facility fees	All items require insurer pre-approval.
WCO005	Fees for providing copies of medical notes and records.	The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages.

*Note:* Fees will only be paid after services have been rendered.



**WORKERS COMPENSATION (PHYSIOTHERAPY FEES) ORDER 2014**

under the

Workers Compensation Act 1987

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

Dated this day 16th of December 2013.

JULIE NEWMAN, P.S.M.,  
Chief Executive Officer,  
WorkCover Authority

**Explanatory Note**

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

Schedule A to this Order provides for maximum fees for Physiotherapists generally. Schedule B to this Order provides higher maximum fee levels for WorkCover approved Physiotherapists.

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

The incorrect use of any item referred to in this Order can result in penalties, including the Physiotherapist being asked to repay monies to WorkCover that the provider has incorrectly received.

**Workers Compensation (Physiotherapy Fees) Order 2014****1. Name of Order**

This Order is the Workers Compensation (Physiotherapy Fees) Order 2014.

**2. Commencement**

This Order commences on 1 January 2014.

**3. Definitions**

In this Order:

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

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

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

**GST** means the Goods and Services Tax payable under the GST Law; and

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

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

**Incidental expenses** means reasonable expenses for items the worker actually takes with them for independent use at home (e.g. strapping tape, theraband, exercise putty, walking stick). This does not apply to consumables used during a consultation or exercise handouts. All incidental expenses items must be pre-approved by the insurer. A description of the item should appear on the invoice forwarded to the insurer.

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

- history taking,
- physical assessment,
- diagnostic formulation,
- goal setting and treatment planning,

- treatment/service,
- clinical recording,
- communication with referrer, and
- preparation of a Physiotherapy Management Plan when indicated.

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

**Physiotherapist** means a Physiotherapist registered under the Health Practitioner Regulation National Law (NSW) No. 86a.

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

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

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

**Physiotherapy services** refers to all treatment related services delivered by a Physiotherapist and listed in schedules A and B.

**Report writing** occurs when a Physiotherapist is requested by the insurer to compile a written report, other than the Physiotherapy Management Plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service. Payment will not be made in advance of receipt of the report.

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

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

**Telehealth services** means video consultations. Physiotherapists must consider the appropriateness of this mode of service delivery for each injured worker on a case-by-case basis. Telehealth services require pre-approval from the insurer and must be consented to by all parties – the injured worker, Physiotherapist and insurer. Phone consultations are not payable in the NSW workers compensation system. Service providers are responsible for delivering telehealth services in accordance with the principles of professional conduct and the relevant professional and practice guidelines to ensure that all care is taken to ensure the safety, appropriateness and effectiveness of the service.

**The Act** means the Workers Compensation Act 1987.

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

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

**WorkCover** means the WorkCover Authority of New South Wales.

**WorkCover approved Physiotherapist** means a Physiotherapist who has, either before or after the commencement of this Order, by a date notified by WorkCover, been approved by WorkCover to provide Physiotherapy services and, at the time of providing the service, has a current, active WorkCover approval number.

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

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

#### 4. Application of Order

This Order applies to treatment provided on or after 1 January 2014 whether it relates to an injury received before, on or after that date.

#### 5. Maximum fees for physiotherapy treatment generally

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a Physiotherapist, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a Physiotherapist to provide treatment of a type specified in any of items PTX007 to PTX011 in Schedule A at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item PTX014 in Column 2 of Schedule A, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items PTX001 to PTX006 in Schedule A and require insurer pre-approval.
- (4) This clause does not apply to treatment by a WorkCover approved Physiotherapist.

#### 6. Higher maximum fees for WorkCover approved Physiotherapists

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a WorkCover approved Physiotherapist, being treatment of a type specified in Column 1 of Schedule B to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a WorkCover approved Physiotherapist to provide treatment of a type specified in any of items PTA007 to PTA011 in Schedule B at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item PTA014 in Column 2 of Schedule B, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items PTA001 to PTA006 in Schedule B and require pre-approval from the insurer.

#### 7. Services provided interstate

Any physiotherapy treatment related services provided to a NSW injured worker in a State/Territory other than NSW, must be paid in accordance with the fee that would apply to the workers compensation jurisdiction of the State/Territory of service, up to the maximum amount allowable under the WorkCover NSW fee Schedule. In such instances the service provider number is INT0000 and the payment classification code is the one that is relevant to a WorkCover approved Physiotherapist. The service provider must adhere to the NSW Workers Compensation system requirements including but not limited to submission of Physiotherapy Management Plans, approval for services, etc.

#### 8. External facility fees

In the exceptional circumstance where approval is given for treatment to be provided at an external facility such as a gymnasium or pool, the facility (and not the service provider) is to invoice the insurer directly under code OTT006. An entry fee will not be paid where the facility is owned or operated by the treatment provider or the provider contracts their services to the facility.

#### 9. Goods and Services Tax

- (1) Physiotherapy treatment services provided by a Physiotherapist directly to a worker are GST free.
- (2) Case Conference, report writing and travel services provided by a Physiotherapist in relation to treatment of a worker are subject to GST.
- (3) An amount fixed by this Order is exclusive of GST. An amount fixed by this Order may be increased by the amount of any GST payable in respect of the service to which the cost relates, and the cost so increased is taken to be the amount fixed by this Order. This clause does not permit an allied health practitioner to charge or recover more than the amount of GST payable in respect of the service to which the cost relates.

#### SCHEDULE A

##### Maximum fees for Physiotherapists generally

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$)</i>
Normal Practice		
PTX001	Initial consultation and treatment	50.00
PTX002	Standard consultation and treatment	40.00
PTX003	Initial consultation and treatment of two (2) distinct areas	75.00
PTX004	Standard consultation and treatment of two (2) distinct areas	60.00

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$)</i>
PTX005	Complex treatment	80.00
PTX006	Group/class intervention	30/participant
Home Visit		
PTX007	Initial consultation and treatment	62.00
PTX008	Standard consultation and treatment	50.00
PTX009	Initial consultation and treatment of two (2) distinct areas	94.00
PTX010	Standard consultation and treatment of two (2) distinct areas	75.00
PTX011	Complex treatment	100.00
Other		
PTX012	Case Conference	100/hour
PTX013	Report writing	100.00 (maximum)
PTX014	Travel	1.00 per kilometre
OAD001	Incidental expenses e.g. strapping, tape, theraband, exercise putty, etc. <i>Note: This code does not apply to external facility fees</i>	All items require insurer pre-approval.
WCO005	Fees for providing copies of medical notes and records.	The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages.

SCHEDULE B

Maximum fees for WorkCover approved Physiotherapists

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
Normal Practice		
PTA001	Initial consultation and treatment	86.20
PTA002	Standard consultation and treatment	73.00
PTA003	Initial consultation and treatment of two (2) distinct areas	130.00
PTA004	Standard consultation and treatment of two (2) distinct areas	110.10
PTA005	Complex treatment	145.90
PTA006	Group/class intervention	51.80/participant
Home Visit		
PTA007	Initial consultation and treatment	106.10
PTA008	Standard consultation and treatment	84.90
PTA009	Initial consultation and treatment of two (2) distinct areas	156.50
PTA010	Standard consultation and treatment of two (2) distinct areas	134.00
PTA011	Complex treatment	172.40
Other		
PTA012	Case Conference, Report writing	172.40/hour (maximum)

<i>Item</i>	<i>Column 1 Type of Treatment</i>	<i>Column 2 Maximum Amount (\$) (excl GST)</i>
PTA013	Work Related Activity assessment, consultation and treatment (may only be billed once by the Physiotherapist per claim)	172.40 (maximum)
PTA014	Travel	1.60/kilometre
OAD001	Incidental expenses e.g. strapping, tape, theraband, exercise putty, etc. <i>Note:</i> This code does not apply to external facility fees	All items require insurer pre-approval
WCO005	Fees for providing copies of medical notes and records.	The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages.

*Note:* Fees will only be paid after services have been rendered.

**WORKPLACE INJURY MANAGEMENT AND WORKER'S COMPENSATION  
(INDEPENDENT CONSULTANTS) FEES ORDER 2014**

under the

Workplace Injury Management and Workers Compensation Act 1998

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

Dated this 16th day of December 2013.

JULIE NEWMAN, P.S.M.,  
Chief Executive Officer,  
WorkCover Authority

**1. Name of Order**

This Order is the Workplace Injury Management and Workers Compensation (Independent Consultants) Fees Order 2014.

**2. Commencement**

This Order commences on 1 January 2014.

**3. Definitions**

In this Order:

*GST* means the Goods and Services Tax payable under the GST Law.

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

*Independent Consultant* means an allied health practitioner approved by WorkCover for the purposes of providing Independent Consultations.

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

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

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

*WorkCover* means the WorkCover Authority of New South Wales.

**4. Application of Order**

This Order only applies to independent physiotherapy, psychology, counseling, chiropractic and osteopathy Consultants services provided on or after 1 January 2014, whether it relates to an injury received before, on or after that date.

**5. Maximum Fees for Independent Consultants**

- (1) For the purposes of section 339 of the Act, the maximum hourly fee for the provision of services by an Independent Consultant in connection with a claim for compensation or an appearance as a witness in proceedings before the Workers Compensation Commission or a court in connection with a claim for compensation is as set out in Schedule 1; and
- (2) An Independent Consultant may not charge for more than 3 hours of work in the absence of express written agreement in advance from the relevant insurer.
- (3) An Independent Consultant may charge a cancellation fee specified in item IIN101 where a worker provides 2 working days notice of cancellation.
- (4) An Independent Consultant may charge a cancellation fee specified in item IIN101 where a worker provides less than 2 working days notice of cancellation, fails to attend their scheduled appointment, or the worker (or interpreter) attends unreasonably late preventing a full examination being conducted.
- (5) The incorrect use of any item referred to in this Order can result in penalties, including the Independent Consultant being asked to repay monies to WorkCover that the provider has incorrectly received.

**6. Goods and Services Tax**

- (1) Services provided by an Independent Consultant are subject to GST.
- (2) An amount fixed by this Order is exclusive of GST. An amount fixed by this Order may be increased by the amount of any GST payable in respect of the service to which the cost relates, and the cost so increased is taken to be the amount fixed by this Order. This clause does not permit a allied health practitioner to charge or recover more than the amount of GST payable in respect of the service to which the cost relates.

SCHEDULE 1  
Rates for Independent Consultants

<i>Item</i>	<i>Service description</i>	<i>Maximum Amount (\$) (excl GST)</i>
IIN101	Independent Consultation (may include assessment, interview, examination, file review, discussions and report)	203.00 per hour to a maximum of 3 hours (unless authorised in advance by the insurer)
IIN101	Cancellation with 2 working days notice	101.50
IIN101	Cancellation with less than 2 working days notice, non attendance at scheduled appointment or unreasonably late attendance by worker or interpreter that prevents full examination being conducted	203.00
WCO005	Fees for providing copies of medical notes and records.	The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages.

Note: Fees will only be paid after services have been rendered.



# PRIVATE ADVERTISEMENTS

## COUNCIL NOTICES

### ALBURY CITY COUNCIL

Roads Act 1993

Dedication of Land as Public Road

NOTICE is hereby given that Albury City Council in pursuance of section 10 of the Roads Act 1993, dedicates the land described in the Schedule below as public road. FRANK ZAKNICH, General Manager, Albury City Council, PO Box 323, Albury NSW 2640.

#### SCHEDULE

Lot 1, DP 1175969, being Abikhair Lane along the rear of the properties at 461 to 475 Dean Street, Section 23, Township of Albury. [7319]

### AUBURN CITY COUNCIL

Roads Act 1993, Section 162 (1)

Roads General Regulation 2000, Clause 9.

Naming of Public Road

Copeland Street and Andrews Road, Lidcombe.

NOTICE is hereby given that Auburn City Council, by resolution of Council dated 16 October 2013 and pursuant to the above mentioned Act and Regulations, has named vehicular access way in the former Lidcombe Hospital Site/"Botanica", Lidcombe, to Copeland Street and Andrews Road. M. BRISBY, General Manager, Auburn City Council, PO Box 118, Auburn NSW 1835. [7320]

### GOLDENFIELDS WATER COUNTY COUNCIL

Erratum

THE notice published in the New South Wales Government Gazette No. 162, dated 29 November 2013, Folio 5618, under the heading GOLDENFIELDS WATER COUNTY COUNCIL, Local Government Act 1993, Land Acquisition (Just Terms Compensation) Act 1991, Notice of Compulsory Acquisition of Land, was published showing an incorrect DP No. (DP 750608). The following is the correct description in relation to this parcel of land:

Easement for water supply 6 wide and variable over Lot 196, DP 750607 shown as 'A' in DP 1170107. [7321]

### HAWKESBURY CITY COUNCIL

Section 162, Roads Act 1993

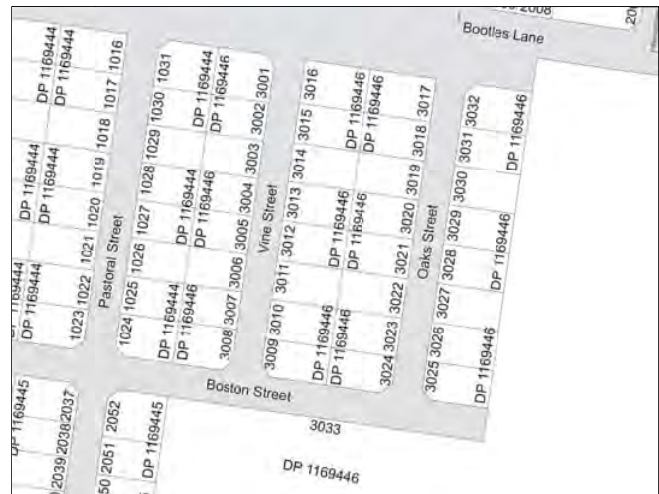
Naming of Public Roads

NOTICE is hereby given that Hawkesbury City Council in accordance with section 162 of the Roads Act 1993, has named the newly created public roads contained within DP 1169446 in the suburb of Pitt Town as the following:

Boston Street (extension of existing road) – bounded by Lot 1024, DP 1169444; Lot 2052, DP 1169445 and Lots 3008, 3009, 3024, 3025 and 3033, DP 1169446.

Vine Street – bounded by Boston Street, Bootles Lane and Lots 3001 to 3016, DP 1169446.

Oaks Street – bounded by Boston Street, Bootles Lane and Lots 3017 to 3032, DP 1169446.



LAURIE MIFSUD, Acting General Manager, Hawkesbury City Council, PO Box 146, Windsor NSW 2756. [7322]

### RANDWICK CITY COUNCIL

Roads Act 1993

Dedication of Land as Public Road

NOTICE is hereby given that Randwick City Council in pursuance of section 16 of the Roads Act 1993 (NSW), dedicates the land described in the Schedule below as public road. Dated at Randwick, this 12th day of November 2013. RAY BROWNLEE, General Manager, Randwick City Council, 30 Francis Street, Randwick NSW 2031.

#### SCHEDULE

Lot 1, DP 907007.

[7323]

### WYONG SHIRE COUNCIL

Naming of Roads in Subdivisions

NOTICE is hereby given that in accordance with Part 162.1 of the Roads Act 1993, as amended, Council has named the road shown hereunder:

Location	Name
Lot 432, DP 1081786, 210 Johns Road, Wadalba.	Creswell Street.

No objections to the proposed name were received within the prescribed period of time. M. WHITTAKER, General Manager, Wyong Shire Council, PO Box 20, Wyong NSW 2259. [7324]

## COMPANY NOTICES

NOTICE of final meeting of members. – SOUTHERN RIVERINA RURAL CO-OPERATIVE LTD (in liquidation). – Notice is given that a final meeting of the members pursuant to the Corporations Act 2001, of Southern Riverina Rural Cooperative Ltd (in liquidation), will be held at the offices of Chamberlain's SBR, Chartered Accountants, Suite 103, 1st Floor, Wollundry Chambers, Johnston Street, Wagga Wagga

NSW 2650, on 13 January 2014, at 10:30 a.m. The purpose of the meeting is to lay accounts before it, showing the manner in which the winding up has been conducted and the property of the company disposed of and for hearing any explanation that may be given by the liquidator. Dated 12 December 2013. STEVEN PRIEST, Liquidator, c.o. Chamberlain's SBR, Chartered Accountants, PO Box 852, Wagga Wagga NSW 2650, tel.: (02) 6921 6999. [7325]

## OTHER NOTICES

### TRANSGRID

Electricity Supply Act 1995

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Interest in Land for the Purposes of TransGrid

TRANSGRID, by its delegate Michael Gatt, 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 Land Acquisition (Just Terms Compensation) Act 1991, for the purposes of TransGrid, as authorised by the Electricity Supply Act 1995.

Dated at Sydney this 18th day of December 2013. MICHAEL GATT, Executive General Manager, People & Corporate Services, Transgrid.

#### SCHEDULE

(Interest in land)

Easement rights as described under the heading "Memorandum of Energy Transmission Easement" in Memorandum No. AE891814C filed in the Land and Property Information NSW pursuant to section 80A of the Real Property Act 1900 over the site described as:

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Melville, County of Cumberland and State of New South Wales, being that part of Folio Identifier B/104673 comprised within the site of the "Proposed Easement for Transmission Line 60 wide and variable" and designated (PE) as shown in Deposited Plan 1175229 and said to be in the possession of Michelle Gauci.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Melville, County of Cumberland and State of New South Wales, being that part of Folio Identifier 2/1021715 and comprised within the site of the "Proposed Easement for Transmission Line 60 wide and variable" and designated (PE) as shown in Deposited Plan 1175229 and said to be in the possession of the executor of the estate of George Borg.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Melville, County of Cumberland and State of New South Wales, being that part of Folio Identifier 243/13905 comprised within the site of the "Proposed Easement for Transmission Line 60 wide and variable" and designated (PE) as shown in Deposited Plan 1175229 and said to be in the possession of Mary Borg.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Melville, County of Cumberland and State of New South Wales, being that part of Folio Identifier 1/523725 comprised within the site of the "Proposed Easement for Transmission Line 60 wide and variable" and designated (PE) as shown in Deposited Plan

1175229 and said to be in the possession of Michael Borg, Sharon Borg and the executor of the estate of George Borg.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Melville, County of Cumberland and State of New South Wales, being that part of Folio Identifier 4/24094 comprised within the site of the "Proposed Easement for Transmission Line 60 wide and variable" and designated (PE) as shown in Deposited Plan 1175229 and said to be in the possession of L.W.H. Pty Limited.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Melville, County of Cumberland and State of New South Wales, being that part of Folio Identifier 7/1059698 comprised within the site of the "Proposed Easement for Transmission Line 60 wide and variable" and designated (PE) as shown in Deposited Plan 1175229 and said to be in the possession of The Austral Brick Company Pty Limited.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Melville, County of Cumberland and State of New South Wales, being those parts of Folio Identifiers 5/112250 and 39/13961 comprised within the site of the "Proposed Easement for Transmission Line 60 wide and variable" and designated (PE) as shown in Deposited Plan 1175229 and said to be in the possession of Leo Papalia, Antonio Papalia, Rocco Papalia, Grace Pangallo and Margarita Stivala.

All that piece or parcel of land situated in the Local Government Area of Holroyd, Parish of Prospect, County of Cumberland and State of New South Wales, being those parts of Folio Identifiers 4/1056295 and 39/3082 comprised within the site of the "Proposed Easement for Transmission Line 60 wide and variable" and designated (PE) as shown in Deposited Plan 1162380 and said to be in the possession of the Council of the Municipality of Holroyd.

Easement rights as described under the heading "Terms of Easement for Overhead Powerlines" in Memorandum No. 9262884 filed in the Land and Property Information NSW pursuant to section 80A of the Real Property Act 1900 over the site described as:

All that piece or parcel of land situated in the Local Government Area of Holroyd, Parish of Prospect, County of Cumberland and State of New South Wales, being that part of Folio Identifier 4/1056295 comprised within the site of the "Proposed Easement for Transmission Line 35 wide and variable" and designated (A) as shown in Deposited Plan 1170759 and said to be in the possession of the Council of the Municipality of Holroyd.

Easement rights as described under the heading "Memorandum of Energy Transmission Stratum Easement" in Memorandum No. AH603870E filed in the Land and Property Information NSW pursuant to section 80A of the Real Property Act 1900 over the site described as:

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Prospect, County of Cumberland and State of New South Wales, being that part of Folio Identifier 401/603454 comprised within the site of the "Proposed stratum easement for energy transmission 15 wide. Limited in depth to RL 49.94 AHD and unlimited in height" and designated (A) as shown in Deposited Plan 1185298 and said to be in the possession of Debenjak Properties Pty Limited.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Prospect, County of Cumberland and State of New South Wales, being that part of Folio Identifier 301/599436 comprised within the site of the "Proposed stratum easement for energy transmission 15 wide. Limited in depth to RL 48.3 AHD and unlimited in height" and designated (A) as shown in Deposited Plan 1184804 and said to be in the possession of Chilco Pty Limited.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Prospect, County of Cumberland and State of New South Wales, being that part of Folio Identifier 302/599436 comprised within the site of the "Proposed stratum easement for energy transmission 15 wide. Limited in depth to RL 42.7 AHD and unlimited in height" and designated (A) as shown in Deposited Plan 1185299 and said to be in the possession of GGG Services Pty Limited, STA Services Pty Limited and Stathos Pty Limited.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Prospect, County of Cumberland and State of New South Wales, being that part of Folio Identifier 5051/801363 comprised within the site of the "Proposed stratum easement for energy transmission 15 wide. Limited in depth to RL 46.1 AHD and unlimited in height" and designated (A) as shown in Deposited Plan 1184806 and said to be in the possession of Antonio Conte and Adalgisa Conte.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Prospect, County of Cumberland and State of New South Wales, being that part of Folio Identifier 5052/801363 comprised within the site of the "Proposed stratum easement for energy transmission 15 wide. Limited in depth to RL 46.0 AHD and unlimited in height" and designated (A) as shown in Deposited Plan 1184808 and said to be in the possession of Felice Forte and Giulia Forte.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Prospect, County of Cumberland and State of New South Wales, being that part of Folio Identifier 504/259913 comprised within the site of the "Proposed stratum easement for energy transmission 15 wide. Limited in depth to RL 46.06 AHD and unlimited in height" and designated (A) as shown in Deposited Plan 1184810 and said to be in the possession of Lesuvo Pty. Limited.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Prospect, County of Cumberland and State of New South Wales, being that part of Folio Identifier 503/259913 comprised within the site of the "Proposed stratum easement for energy transmission 15 wide. Limited in depth to RL 45.54 AHD and unlimited in height" and designated (A) as shown in Deposited Plan 1185300 and said to be in the possession of MTM Staircases Pty Ltd.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Prospect, County of Cumberland and State of New South Wales, being that part of Folio Identifier CP/SP35157 comprised within the site of the "Proposed stratum easement for energy transmission 15 wide. Limited in depth to RL 45.54 AHD and unlimited in height" and designated (A) as shown in Deposited Plan 1185295 and said to be in the possession of The Owners – Strata Plan No. 35157.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Prospect, County of Cumberland and State of New South Wales, being that part of Folio Identifier 501/259913 comprised within the site of the "Proposed stratum easement for energy transmission 15 wide. Limited in depth to RL 43.69 AHD and unlimited in height" and designated (A) as shown in Deposited Plan 1184821 and said to be in the possession of Danny Jones Property & Management Pty Limited.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Prospect, County of Cumberland and State of New South Wales, being that part of Folio Identifier 602/260618 comprised within the site of the "Proposed easement for energy transmission 15 wide. Limited in depth to RL 44.54 AHD and unlimited in height" and designated (A) as shown in Deposited Plan 1188273 and said to be in the possession of De Bortoli Holdings Pty Limited.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of St Luke, County of Cumberland and State of New South Wales, being that part of Folio Identifier 1/873966 comprised within the site of the "Proposed stratum easement for energy transmission 15 wide. Limited in depth to RL 43.08 AHD and unlimited in height" and designated (A) as shown in Deposited Plan 1185303 and said to be in the possession of Nationwide Oil Pty. Ltd.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Prospect, County of Cumberland and State of New South Wales, being that part of Folio Identifier 704/261237 comprised within the site of the "Proposed stratum easement for energy transmission 15 wide. Limited in depth to RL 44.41 AHD and unlimited in height" and designated (A) as shown in Deposited Plan 1184823 and said to be in the possession of Panbic Pty Limited.

All that piece or parcel of land situated in the Local Government Area of Fairfield, Parish of Prospect, County of Cumberland and State of New South Wales, being that part of Folio Identifier 202/709613 comprised within the site of the "Proposed stratum easement for energy transmission 15 wide and variable limited in depth to RL 50.0 AHD and unlimited in height" and designated (A) as shown in Deposited Plan 1188275 and said to be in the possession of Trust Company Limited. [7326]

**COWRA SHIRE COUNCIL**

Local Government Act 1993, Section 713

Sale of Land for Overdue Rates

NOTICE is hereby given to the owners of the properties listed hereunder that Cowra Shire Council has resolved, in pursuance of section 713 of the Local Government Act 1993, to sell the land described hereunder and on which the amount of rates stated in each case as at 30 June 2013 is due:

<i>Owners or persons having an interest in the land</i> (a)	<i>Description of the Land</i> (b)	<i>Amount of rates (including extra charges) overdue for more than five (5) years</i> (c)	<i>Amount of all other rates (including extra charges) due and in arrears</i> (d)	<i>Total</i> (e)
G. F. KENNY and J. S. KENNY.	Lot 15, Section 1, DP 758107, Parish of Billimari.	\$1,422.90	\$3,928.50	\$5,351.40
T. WEBBER and CROMBIE HOLDINGS PTY LIMITED.	Lots 25 and 30, DP 750379, 1953 Kentucky Road, Neville.	\$808.56	\$5,840.54	\$6,649.10
T. WEBBER and CROMBIE HOLDINGS PTY LIMITED.	Lot 8, DP 753054, Kentucky Road, Neville.	\$444.45	\$2,292.73	\$2,737.18
PRO-JET ENTERPRISES PTY LTD and GLOBAL NETWORK LINK PTY LIMITED.	Lot 104, DP 1045466, Kangaroo Flat Road, Cowra.	\$3,483.35	\$7,195.29	\$10,678.64

In default of payment to the Council of the amount stated above and any other rates (including extra charges) becoming due and payable after 30 June 2013, before the time fixed for the sale, the said land will be offered for sale by public auction on Thursday, 20 March 2014, at 10:00 a.m., in the Council Chambers, located at 116 Kendal Street, Cowra. PAUL DEVERY, General Manager, Cowra Shire Council, 116 Kendal Street, Cowra NSW 2794. [7327]

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