



# *Government Gazette*

of the State of  
New South Wales

**Number 17**  
**Friday, 4 March 2016**

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The *New South Wales Government Gazette* is the permanent public record of official notices issued by the New South Wales Government. It also contains local council and other notices and private advertisements.

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# GOVERNMENT NOTICES

## Planning and Environment Notices

### HERITAGE ACT 1977

#### NOTICE OF LISTING ON THE STATE HERITAGE REGISTER UNDER SECTION 37 (1) (b)

Stroud House  
42 Cowper Street, Stroud

SHR No 1969

In pursuance of section 37 (1) (b) of the *Heritage Act 1977* (NSW), the Heritage Council gives notice that the item of environmental heritage specified in Schedule “A” has been listed on the State Heritage Register in accordance with the decision of the Minister for Heritage made on 24 February 2016 to direct the listing. This listing applies to the curtilage or site of the item, being the land described in Schedule “B”.

HERITAGE COUNCIL OF NEW SOUTH WALES

#### **Schedule “A”**

The item known as Stroud House, situated on the land described in Schedule “B”.

#### **Schedule “B”**

All those pieces or parcels of land known as Lot 75 DP 1063954 in Parish of Stroud, County of Gloucester shown on the plan catalogued HC 2741 in the office of the Heritage Council of New South Wales.

## Mining and Petroleum Notices

Notice is given that the following applications have been received:

### EXPLORATION LICENCE APPLICATIONS

(T16-1008)

No 5252, EMMERSON RESOURCES LTD (ACN 117 086 745) AND KENEX PTY LTD, area of 135 units, for Group 1, dated 19 February 2016. (Orange Mining Division).

(T16-1010)

No 5254, PROVIDENCE GOLD AND MINERALS PTY LTD (ACN 004 881 789), area of 46 units, for Group 1, dated 22 February 2016. (Armidale Mining Division).

(T16-1011)

No 5255, LACHLAN RESOURCES PTY LTD (ACN 610 889 882) AND KENEX PTY LTD, area of 72 units, for Group 1, dated 22 February 2016. (Wagga Wagga Mining Division).

(T16-1012)

No 5256, LACHLAN RESOURCES PTY LTD (ACN 610 889 882) AND KENEX PTY LTD, area of 38 units, for Group 1, dated 22 February 2016. (Orange Mining Division).

(T16-1013)

No 5257, SILVER INVESTMENT HOLDINGS AUSTRALIA LTD (ACN 610 909 807), area of 62 units, for Group 1, dated 26 February 2016. (Orange Mining Division).

### MINING LEASE APPLICATION

(T16-1502)

No 522, WYONG COAL PTY LIMITED (ACN 074 778 699), area of about 13.07 hectares, for the purpose of all purposes, dated 24 February 2016. (Sydney Mining Division).

The Hon ANTHONY ROBERTS, MP  
Minister for Industry, Resources and Energy

Notice is given that the following application has been granted:

### MINING LEASE APPLICATION

(T15-1061)

Wagga Wagga No 499, now Mining Lease No 1730 (Act 1992), BORAL CSR BRICKS PTY LIMITED (ACN 168 794 821), Parish of Jindera, County of Goulburn, Map Sheet (8226-2-S), area of 23.19 hectares, to mine for structural clay, dated 12 February 2016, for a term until 12 February 2037.

The Hon ANTHONY ROBERTS, MP  
Minister for Industry, Resources and Energy

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

(16-0332)

Authorisation No 346, ASTON COAL 2 PTY LTD (ACN 139 472 567), ICRA MC PTY LTD (ACN 147 657 074) AND J-POWER AUSTRALIA PTY LTD (ACN 002 307 682), area of 1662 hectares. Application for renewal received 26 February 2016.

(11-0955)

Exploration Licence No 6388, ANCHOR RESOURCES LIMITED (ACN 122 751 419), area of 13 units. Application for renewal received 26 February 2016.

The Hon ANTHONY ROBERTS, MP  
Minister for Industry, Resources and Energy

### WITHDRAWAL OF APPLICATIONS FOR RENEWAL

Notice is given that the applications for renewal in respect of the following authorities have been withdrawn:

(12-0253)

Exploration Licence No 7279, ABX2 PTY LTD (ACN 139 791 478), County of Camden, Map Sheet (8928), area of 3 units. The authority ceased to have effect on 29 February 2016.

(T12-1151)

Exploration Licence No 7992, HILL END GOLD LIMITED (ACN 072 692 365), County of Clarendon, Map Sheet (8428), area of 10 units. The authority ceased to have effect on 23 February 2016.

The Hon ANTHONY ROBERTS, MP  
Minister for Industry, Resources and Energy

### MINING ACT 1992

Order under section 369A

Constitution of Fossicking Districts 54 and 55

Pursuant to section 369A of the *Mining Act 1992*, I, Lee Shearer, Executive Director Compliance and Enforcement in the Department for Industry, Skills and Regional Development, as delegate of the Minister for Industry, Resources and Energy, do, by this Order, constitute the following fossicking districts:

- a) all land within the Local Government Area of Narrabri Shire Council and identified by bold black outline in the map in Schedule 1, to be named Fossicking District 54; and
- b) all land within the Local Government Area of Cootamundra Shire Council and identified by bold black outline in the map in Schedule 2, to be named Fossicking District 55.

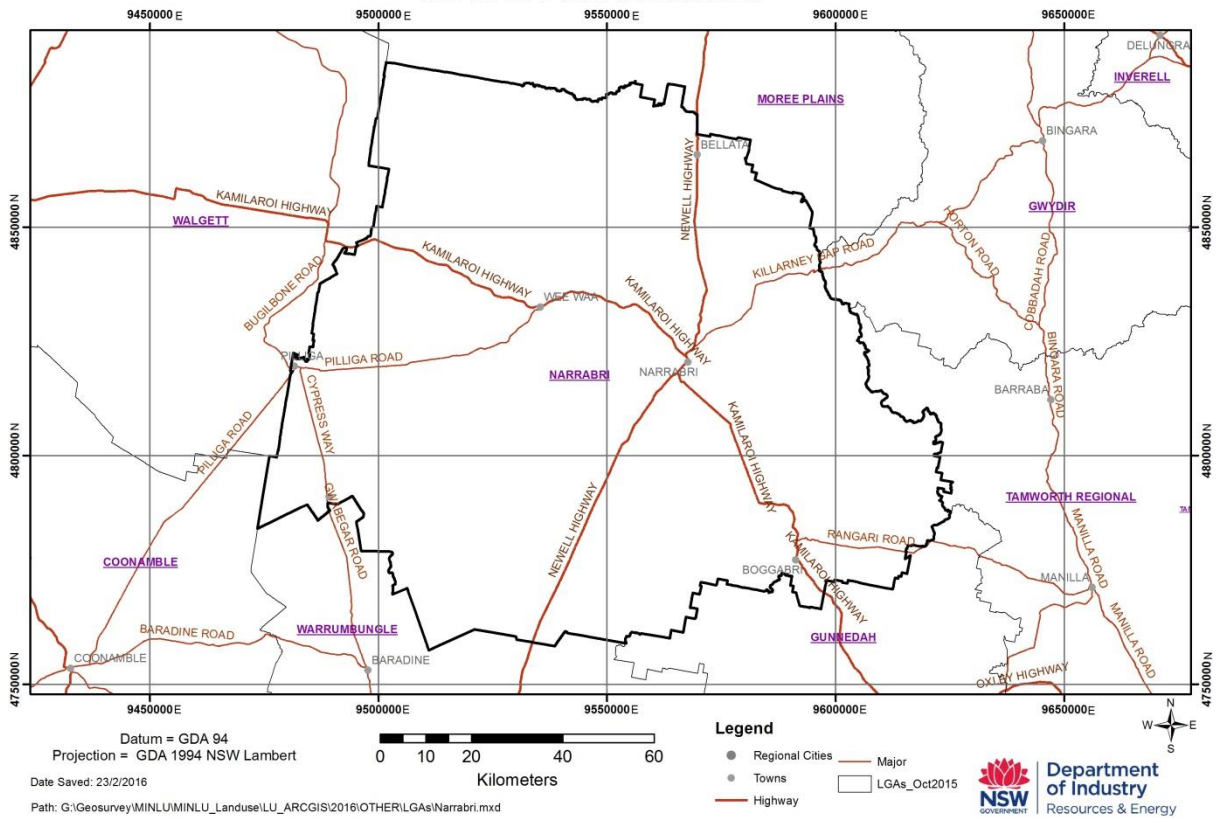
This Order commences on the date on which it is published in the *NSW Government Gazette*.

Dated this 1st day of March 2016.

LEE SHEARER  
Executive Director Compliance and Enforcement  
As delegate of the Minister for Industry, Resources and Energy

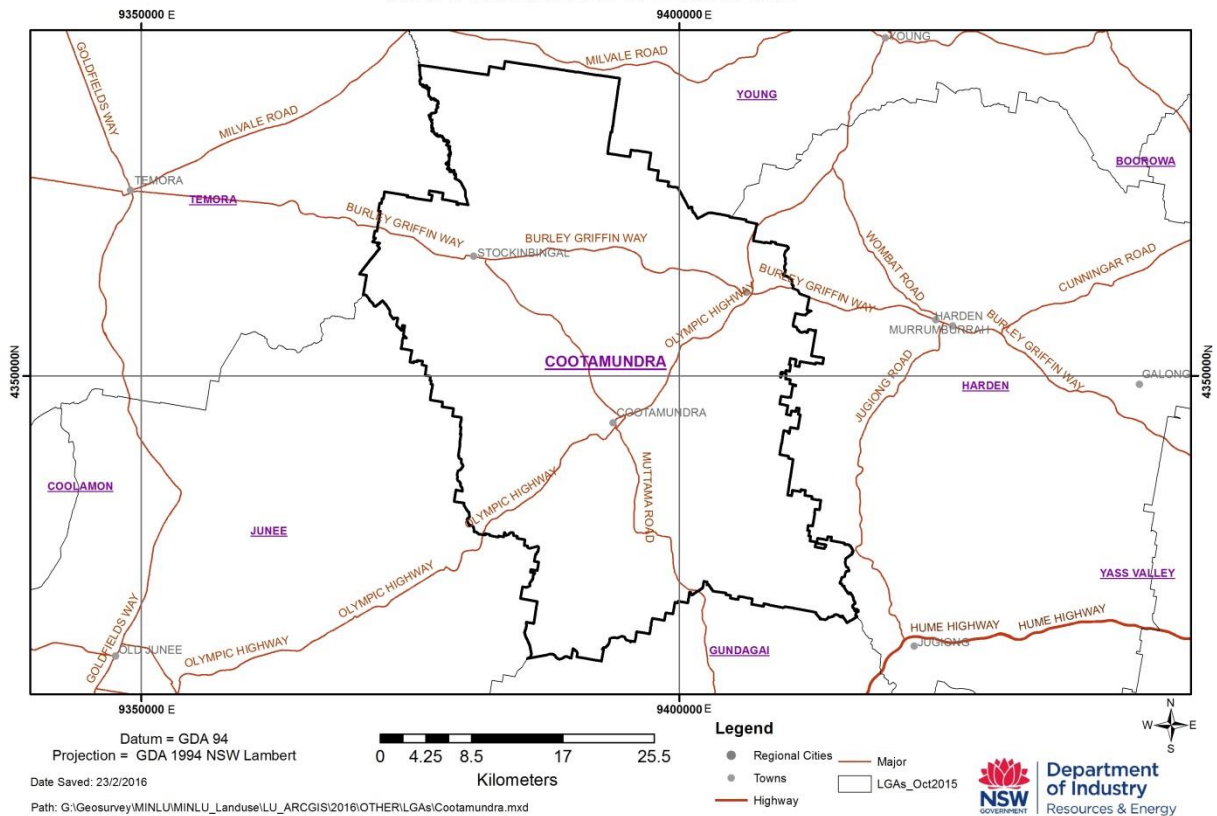
Schedule 1  
Map FD02 – Fossicking District 54

NARRABRI SHIRE COUNCIL



Schedule 2  
Map FD04 – Fossicking District 55

COOTAMUNDRA SHIRE COUNCIL



## Primary Industries Notices

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### Plant Diseases (Potato spindle tuber viroid) Order 2016

under the

Plant Diseases Act 1924

I, SATENDRA KUMAR, Director Plant Biosecurity and Product Integrity, with the delegated authority of the Minister for Primary Industries in pursuance of section 3A of the *Plant Diseases Act 1924* and in pursuance of section 4 of that Act, being of the opinion that the importation, introduction or bringing of certain potato propagative material into New South Wales is likely to introduce the disease Potato spindle tuber viroid, make the following Order regulating the importation, introduction or bringing of potato propagative material into New South Wales.

Dated this 2<sup>nd</sup> day of March 2016

**SATENDRA KUMAR,**  
Director Plant Biosecurity and Product Integrity  
Department of Primary Industries  
(an office within the Department of Industry,  
Skills and Regional Development)

**Notes:** The Department's reference is O-454

## Plant Diseases (Potato spindle tuber viroid) Order 2016

under the

Plant Diseases Act 1924

### 1 Name of Order

This Order is the *Plant Diseases (Potato spindle tuber viroid) Order 2016*.

### 2 Commencement

This Order commences on the date it is published in the *NSW Government Gazette*.

### 3 Interpretation

In this Order:

**area freedom certificate** means a certificate:

- (a) issued by an officer responsible for plant biosecurity in the State or Territory; and
- (b) certifying that the State or Territory, or part of the State or Territory, is free from the disease, PSTVd.

**authorised person** means:

- (a) an inspector or a person authorised pursuant to section 11(3) of the Act; or
- (b) a person authorised under a law of another State or Territory that relates to plant biosecurity.

**authorised testing** means the collection of a 200 leaf sample from an actively growing crop by an authorised person, and testing of this sample at a laboratory accredited by the National Association of Testing Authorities, Australia.

**National Certified Seed Scheme** means any of the following schemes:

- (a) ViCSPA Seed Potato Certification Scheme administered by the Victorian Certified Seed Potato Authority Incorporated;
- (b) Tasmanian Certified Seed Potato Scheme (known as TasSeed) administered by the Tasmanian Institute of Agriculture;
- (c) Crookwell Potato Growers Association scheme administered by the Crookwell Potato Growers Association Incorporated;
- (d) Western Australian Certified Seed Potato Scheme administered by the Western Australia Department of Agriculture and Food.

**NSW Seed Potato Protected Area** or **SPPA** means the following areas:

- (1) The central area administered by the following local councils
  - a. Bathurst Regional Council
  - b. Blayney Shire Council
  - c. Cabonne Council
  - d. Goulburn Mulwaree Council

- e. Oberon Council
- f. Orange City Council

- (2) The northern area administered by the following local councils
- a. Armidale Dumaresq Council
  - b. Glen Innes Severn Council
  - c. Guyra Shire Council
  - d. Upper Lachlan Shire Council
  - e. Walcha Council

***Plant Health Certificate*** means a document (known as a Plant Health Certificate) issued by:

- (a) an inspector or a person authorised pursuant to section 11(3) of the Act; or
- (b) a person authorised to issue such a certificate under a law of another State or Territory that relates to plant biosecurity.

***potato propagative material*** means any potato plants or parts of potato plants to be used for propagation or planting.

***PSTVd*** means Potato spindle tuber viroid.

***the Act*** means the *Plant Diseases Act 1924*.

#### **4 Regulation of the movement of potato propagative material**

- (1) Pursuant to section 4(1) of the Act, potato propagative material that is imported, introduced or brought into a NSW Seed Potato Protected Area from any area outside a NSW Seed Potato Protected Area is regulated as specified in this clause.
- (2) Plant propagative material must not be moved into a NSW Seed Potato Protected Area unless:
  - (a) an area freedom certificate is currently in force in respect of the State or Territory, or part of the State or Territory, where the potato propagative material was grown; or
  - (b) the potato propagative material is grown and certified under a National Certified Seed Scheme that includes mandatory PSTVd testing; or
  - (c) the potato propagative material has been tested in an approved manner and no PSTVd has been detected.
- (3) The movement of any potato propagative material in accordance with subclause (2)(b) above must be accompanied by a label issued under a National Certified Seed Scheme.
- (4) The movement of any potato propagative material in accordance with subclause (2)(c) above must be accompanied by a Plant Health Certificate certifying that the conditions in subclause (2)(c) above are satisfied.



# Crown Lands Notices

1300 886 235 [www.crownland.nsw.gov.au](http://www.crownland.nsw.gov.au)

## DUBBO OFFICE

### NOTICE OF PURPOSE OTHER THAN THE DECLARED 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(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

#### Schedule

Column 1	Column 2
Grazing	Reserve No 750753 Public Purpose: Future Public Requirements Notified: 29 June 2007 File Reference: 15/09982

## GOULBURN OFFICE

### 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 in that Column, 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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

#### Schedule

Column 1	Column 2	Column 3
Colin Neil THOMPSON (re-appointment) Peter Charles EDSOR (re-appointment) Marion WHALAN (new member) Paul Gerald DARMODY (re-appointment) Phillip James SMITH (new member)	Bungendore Racecourse & Showground Trust	Reserve No 75663 Public Purpose: Showground, Racecourse, Public Recreation Notified: 6 March 1953 File Reference: 11/00216

#### Column 1

Michael Robert BLORE (re-appointment)  
Frances RAYMOND (new member)

#### Column 2

For a term commencing the date of this notice and expiring 3 March 2021.

#### Column 3

## GRAFTON OFFICE

### 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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

#### Description

*Parish – Bulgandry; County – Hume  
Land District – Urana; LGA – Greater Hume*

Road Closed: Lot 3 DP 1215053  
File No: 15/03744

#### Schedule

On closing, the land within Lot 3 DP 1215053 remains vested in the State of New South Wales as Crown land.

### NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

#### Description

*Parish – Mahonga; County – Hume  
Land District – Urana; LGA – Greater Hume*

Road Closed: Lots 11–12 DP 1215052  
File No: 15/02016

#### Schedule

On closing, the land within Lots 11–12 DP 1215052 remains vested in the State of New South Wales as Crown land.



**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parishes – Sumner, Rand; Counties – Urana, Hume  
Land District – Urana; LGA – Lockhart*

Road Closed: Lot 1 DP 1215050  
File No: 15/03364

**Schedule**

On closing, the land within Lot 1 DP 1215050 remains vested in the State of New South Wales as Crown land.

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**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Tun Cooley; County – Stapylton  
Land District – Moree; LGA – Moree Plains*

Road Closed: Lot 1 DP 1216409  
File No: 15/08652

**Schedule**

On closing, the land within Lot 1 DP 1216409 remains vested in the State of New South Wales as Crown land.

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**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Brungle; County – Buccleuch  
Land District – Tumut; LGA – Tumut*

Road Closed: Lot 1 DP 1208584  
File No: 14/02461

**Schedule**

On closing, the land within Lot 1 DP 1208584 remains vested in the State of New South Wales as Crown land.

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**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Southgate; County – Clarence  
Land District – Grafton; LGA – Clarence Valley*

Road Closed: Lot 1 DP 1215543  
File No: 15/08566

**Schedule**

On closing, the land within Lot 1 DP 1215543 remains vested in the State of New South Wales as Crown land.

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**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Glen Innes; County – Gough  
Land District – Glen Innes; LGA – Glen Innes Severn Shire*

Road Closed: Lot 1 DP 1216508  
File No: 13/13953

**Schedule**

On closing, the land within Lot 1 DP 1216508 remains vested in the State of New South Wales as Crown land.

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**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Paleranga; County – Stapylton  
Land District – Moree; LGA – Moree Plains*

Road Closed: Lot 1 DP 1214931  
File No: 15/08100

**Schedule**

On closing, the land within Lot 1 DP 1214931 remains vested in the State of New South Wales as Crown land.

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**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Ketelghay; County – Raleigh  
Land District – Bellingen; LGA – Nambucca*

Road Closed: Lot 2 DP 1215222  
File No: 15/08229

**Schedule**

On closing, the land within Lot 2 DP 1215222 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Athol; County – Arrawatta  
Land District – Inverell; LGA – Inverell*

Road Closed: Lot 1 DP 1154534  
File No: 15/07504

**Schedule**

On closing, the land within Lot 1 DP 1154534 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Bunna Bunna; County – Benarba  
Land District – Moree; LGA – Moree Plains*

Road Closed: Lot 5 DP 1215610  
File No: 15/01886

**Schedule**

On closing, the land within Lot 5 DP 1215610 remains vested in the State of New South Wales as Crown land.

**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 in that Column, 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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

Column 1	Column 2	Column 3
Lloyd Trevor SMITH (new member)	Boambee Public Recreation And Public Hall Reserve Trust	Reserve No 74100 Public Purpose: Public Recreation, Public Hall Notified: 16 March 1951 File Reference: GF81R264-003
For a term commencing the date of this notice and expiring 3 September 2020.		

**NOTICE OF PURPOSE OTHER THAN THE DECLARED 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(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

Column 1	Column 2
Sporting Event	Reserve No 140102 Public Purpose: Public Recreation, Environmental Protection Notified: 28 June 1996 File Reference: 16/01285

**Schedule**

Column 1	Column 2
Sporting Event	Reserve No 1003728 Public Purpose: Port Facilities and Services Notified: 18 October 2002 File Reference: 16/01285

**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Maryland; County – Buller  
Land District – Tenterfield; LGA – Tenterfield*

Road Closed: Lot 2 DP 1214623  
File No: 15/07385

**Schedule**

On closing, the land within Lot 2 DP 1214623 becomes vested in the State of New South Wales as Crown Land.

Council's reference: OCR20152059/jjg

**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Murwillumbah; County – Rous  
Land District – Murwillumbah; LGA – Tweed*

Road Closed: Lot 1 DP 1215231  
File No: 15/06609

**Schedule**

On closing, the land within Lot 1 DP 1215231 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Moredun; County – Hardinge  
Land District – Inverell; LGA – Guyra*

Road Closed: Lot 3 DP 1215755  
File No: 15/05100

**Schedule**

On closing, the land within Lot 3 DP 1215755 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parishes – Pringle, Haning; County – Inglis  
Land District – Armidale; LGA – Tamworth Regional*

Road Closed: Lots 1–2 DP 1215175  
File No: 15/09165

**Schedule**

On closing, the land within Lots 1–2 DP 1215175 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Mullumbimby; County – Rous  
Land District – Murwillumbah; LGA – Byron*

Road Closed: Lot 1 DP 1215516  
File No: 15/07994

**Schedule**

On closing, the land within Lot 1 DP 1215516 remains vested in the State of New South Wales as Crown land.

**ROADS ACT 1993**

**ORDER**

**Transfer of a Crown Road to a Council**

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

The Hon NIALL BLAIR, MLC  
Minister for Land and Water

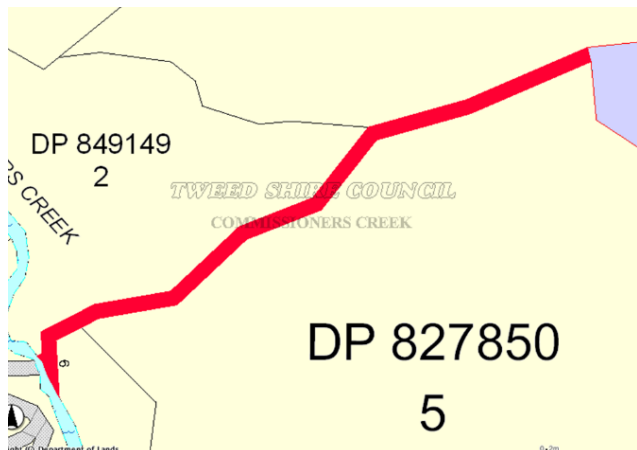
**Schedule 1**

Parish – Toolond; County – Rous  
Local Government Area – Tweed

The Crown public road separating lot 5 and 6 DP 827850 from lot 1 and 2 DP 849149 at Commissioners Creek and as shown by red colour on diagram.

**Schedule 2**

Tweed Shire Council



Crown lands reference: 16/00551 – W562244  
Council’s reference: Crown road transfer/walking trails

**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

Parishes – Yulgilbar; Yarrcalkiarra; County – Drake  
Land District – Grafton; LGA – Clarence Valley

Road Closed: Lot 4 DP 1214982  
File No: 14/07608

**Schedule**

On closing, the land within Lot 4 DP 1214982 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

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

Road Closed: Lots 1, 3–4 DP 1208432  
File No: 15/00870

**Schedule**

On closing, the land within Lots 1, 3 & 4 DP 1208432 becomes vested in the State of New South Wales as Crown Land.

Council’s reference: NO:NMB:L/01/01

**GRIFFITH OFFICE**

**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 in that Column, 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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

Column 1	Column 2	Column 3
Graham Charles PELLEGRINO (new member)	Barellan Showground Trust	Reserve No 50481 Public Purpose: Racecourse, Showground
Emil Kenneth WHITE (new member)		Notified: 20 January 1915
		File Reference: GH89R68-002
For a term commencing the date of this notice and expiring 9 April 2020.		

**MAITLAND OFFICE**

**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 in that Column, 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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water



Column 1	Schedule	Column 3
Bruce GIBSON (re-appointment)	Morisset	Reserve No 65735
Robert ROYAL (re-appointment)	Showground Trust	Public Purpose: Public Recreation, Showground
Margrete Anne ERLING (new member)		Notified: 10 January 1936
Greg PENFOLD (re-appointment)		File Reference: MD80R225-005
Stephen James MASON (re-appointment)		
Margaret FUNNELL (re-appointment)		
Rosmairi Christena DAWSON (re-appointment)		
For a term commencing the date of this notice and expiring 3 March 2021.		

## NEWCASTLE OFFICE

### 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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

#### Description

*Parish – Mozart; County – Westmoreland  
Land District – Lithgow; LGA – Oberon*

Road Closed: Lot 1 DP 1216039  
File No: 11/09701

#### Schedule

On closing, the land within Lot 1 DP 1216039 remains vested in the State of New South Wales as Crown land.

### NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

#### Description

*Parish – Bankstown; County – Cumberland  
Land District – Metropolitan; LGA – Bankstown*

Road Closed: Lot 1 DP 1216483 subject to easements created by Deposited Plan DP 1216483.  
File No: 15/07464

#### Schedule

On closing, the land within Lot 1 DP 1216483 remains vested in Bankstown City Council as operational land for the purposes of the *Local Government Act 1993*.

Council Reference: Cahill Lane

### 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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

#### Description

*Parish – Boyben; County – Gowen  
Land District – Dunedoo Central; LGA – Gilgandra*

Road Closed: Lot 1 DP 1216644  
File No: 14/05906

#### Schedule

On closing, the land within Lot 1 DP 1216644 remains vested in the State of New South Wales as Crown land.

### NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

#### Description

*Parish – Tongbong; County – Phillip  
Land District – Rylstone; LGA – Mid-Western Regional*

Road Closed: Lots 1–2 DP 1214229  
File No: 15/07223

#### Schedule

On closing, the land within Lot 1 DP 1214229 & part within Lot 2 DP 1214229 remains vested in the State of New South Wales as Crown land.

On closing, the land part within Lot 2 DP1214229 becomes vested in the State of New South Wales as Crown Land.

Council's reference: R0790007

**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Gundi; County – Gowen  
Land District – Coonabarabran; LGA – Warrumbungle*

Road Closed: Lot 1 DP 1216330  
File No: 15/09681

**Schedule**

On closing, the land within Lot 1 DP 1216330 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Merebene; County – Baradine  
Land District – Coonabarabran; LGA – Warrumbungle*

Road Closed: Lot 1 DP 1215786  
File No: 09/11504

**Schedule**

On closing, the land within Lot 1 DP 1215786 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parishes – Belar, Bungabah; Counties – Gowen, Napier  
Land District – Coonabarabran; LGA – Warrumbungle*

Road Closed: Lot 1 DP 1214317 subject to rights of carriageway created by Deposited Plan 1214317  
File No: 09/01948

**Schedule**

On closing, the land within Lot 1 DP 1214317 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parishes – Moodana, Burdenda, Carolina  
County – Kennedy  
Land District – Nyngan; LGA – Lachlan*

Road Closed: Lot 1 DP 1214314  
File No: 14/02020

**Schedule**

On closing, the land part within Lot 1 DP 1214314 remains vested in the State of New South Wales as Crown land.

On closing, the land part within Lot 1 DP 1214314 becomes vested in the State of New South Wales as Crown Land.

Council's reference: D15/15783

**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Tongbong; County – Phillip  
Land District – Rylstone; LGA – Mid-Western Regional*

Road Closed: Lot 1 DP 1213974  
File No: 15/07225

**Schedule**

On closing, the land within Lot 1 DP 1213974 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water



**Description**

*Parish – Bureen; County – Hunter  
Land District – Muswellbrook; LGA – Muswellbrook*

Road Closed: Lots 2–5 DP 1216722 subject to an easement for electricity and other purposes and right of access created by Deposited Plan 1216722.

File No: 12/05528

**Schedule**

On closing, the land within Lots 2–5 DP 1216722 remains vested in Muswellbrook Shire Council as operational land for the purposes of the *Local Government Act 1993*.

In accordance with Section 44 of the *Roads Act 1993*, the Crown consents to the land in Lots 4–5 DP 1216722 being vested in Muswellbrook Shire Council as operational land, to be given by the Council as compensation for other land acquired by the Council for the purpose of the Roads Act.

Council Reference: Smiths Bridge

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**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Rooty Hill; County – Cumberland  
Land District – Penrith; LGA – Blacktown*

Road Closed: Lot 1 DP 1217279

File No: 13/15333

**Schedule**

On closing, the land within Lot 1 DP 1217279 remains vested in Blacktown City Council as operational land for the purposes of the *Local Government Act 1993*.

Council Reference: 56-132-3/2

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**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Murrumbidgee; County – Lincoln  
Land District – Dubbo; LGA – Dubbo*

Road Closed: Lots 2 & 3 DP 1213331 (subject to right of carriageway created by Deposited Plan 1213331)

File No: 09/15244:JT

**Schedule**

On closing, the land within Lots 2 & 3 DP 1213331 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Wamboin; County – Murray  
Land District – Queanbeyan; LGA – Palerang*

Road Closed: Lot 1 DP 1215879

File No: 15/08900

**Schedule**

On closing, the land within Lot 1 DP 1215879 remains vested in the State of New South Wales as Crown land.

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**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Collieblue; County – Bligh  
Land District – Dunedoo; LGA – Warrumbungle*

Road Closed: Lot 1 DP 1216324

File No: 15/09728

**Schedule**

On closing, the land within Lot 1 DP 1216324 remains vested in the State of New South Wales as Crown land.

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**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Moorambilla; County – Leichhardt  
Land District – Coonamble; LGA – Coonamble*

Road Closed: Lot 1 DP 1215825 (subject to Easement for Transmission Line created by Deposited Plan 1215825)

File No: 15/03944

**Schedule**

On closing, the land within Lot 1 DP 1215825 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Urabrible; County – Gowen  
Land District – Coonabarabran; LGA – Warrumbungle*

Road Closed: Lot 1 DP 1216333 (subject to Easement for Transmission Line created by Deposited Plan 1216333)

File No: 09/11662

**Schedule**

On closing, the land within Lot 1 DP 1216333 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Lindsay; County – Bathurst  
Land District – Blayney; LGA – Blayney*

Road Closed: Lot 1 DP 1214560

File No: CL/00236

**Schedule**

On closing, the land within Lot 1 DP 1214560 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Beneree; County – Bathurst  
Land District – Orange; LGA – Blayney*

Road Closed: Lot 1 DP 1216646

File No: 09/05144

**Schedule**

On closing, the land within Lot 1 DP 1216646 remains vested in the State of New South Wales as Crown land.

**NOWRA OFFICE**

**NOTICE OF PURPOSE OTHER THAN THE DECLARED 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(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

**Column 1**

Jetty; Slipway

**Column 2**

Reserve No. 1012388  
Public Purpose: Regional Requirements  
Notified: This Day  
File Reference: 15/01632

**Notes:** Existing reservations under the Crown Lands Act are not revoked.

**ORANGE OFFICE**

**NOTICE OF PURPOSE OTHER THAN THE DECLARED 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(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

**Column 1**

Grazing

**Column 2**

Reserve No 15398  
Public Purpose: Access  
Notified: 9 April 1892  
File Reference: 15/03849

**Schedule**

**Column 1**

Grazing

**Column 2**

Reserve No 95026  
Public Purpose: Future Public Requirements  
Notified: 29 May 1981  
File Reference: 15/03849

**Schedule**

**Column 1**

**Column 2**

Access; Road Construction Reserve No 96952  
Public Purpose: Public Recreation  
Notified: 9 September 1983  
File Reference: 15/06964

**Schedule**

**Column 1**

**Column 2**

Electricity Supply Reserve No 56146  
Public Purpose: Generally  
Notified: 11 May 1923  
File Reference: 15/11568

and as from that date, the road specified in Schedule 1 ceases to be a Crown Road.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule 1**

*Parish – Macquarie; County – Macquarie  
Land District – Port Macquarie; Locality – Thrumster  
Local Government Area – Port Macquarie Hastings Council*

Description: Crown Public Road situated to the North of Thrumster Street and extending to the Southern boundary of Lots 1 and 2 DP 1172154 (shown by red colour on diagram below)

**Schedule 2**

Roads Authority: Port Macquarie Hastings Council  
File No. TE03H108 Council Ref: DA2015/134

**SYDNEY METROPOLITAN OFFICE**

**NOTICE OF PURPOSE OTHER THAN THE DECLARED 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(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

**Column 1**

**Column 2**

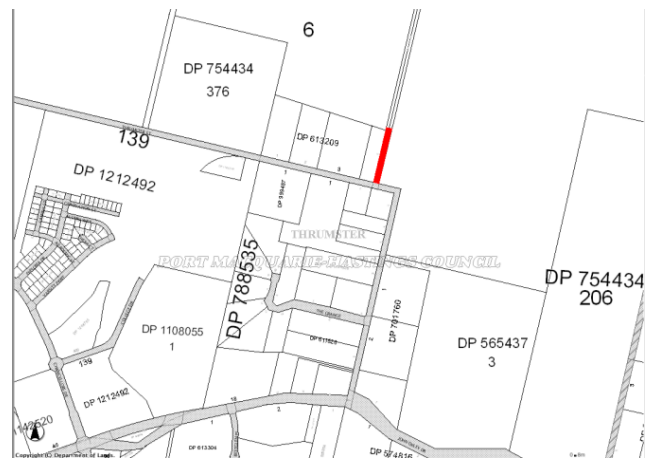
Temporary Site Office; Walkway; Access; Storage Area Dedication No 500263  
Public Purpose: Public Recreation  
Notified: 17 September 1920  
File Reference: 15/09466

**Schedule**

**Column 1**

**Column 2**

Site Investigation; Storage Area Reserve No 752053  
Public Purpose: Future Public Requirements  
Notified: 29 June 2007  
File Reference: 14/05281



**Schedule 1**

*Parish – Tinonee; County – Gloucester  
Land District – Taree  
Locality – Tinonee  
Local Government Area – Greater Taree City Council*

Description: Crown Public Road South of Lot 1 DP 1088181 to the intersection of the Bucketts Way and Ridge Street Tinonee (shown by red colour on diagram below)

**Schedule 2**

Roads Authority: Greater Taree City Council  
File No TE03H237 Council Ref: RD4475/02 (16/4698)

**TAREE OFFICE**

**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 hereby transferred to the Roads Authority specified in Schedule 2 hereunder and as from the date of publication of this notice



**NOTICE OF PURPOSE OTHER THAN THE DECLARED 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 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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

**Column 1**

Oyster Farming activities  
(Relevant Interest – S34A)  
Licence – RI 554836

**Column 2**

Reserve No: 1012028  
Public Purpose: access and public requirements, tourism purposes and environmental and heritage conservation.  
Notified: 4 August 2006

Reserve No: 1011268  
Public Purpose: Future Public Requirements  
Notified: 3 February 2006

Reserve No: 1012048  
Public Purpose: access and public requirements, tourism purposes and environmental and heritage conservation  
Notified: 4 August 2006

Reserve No: 56146  
Public Purpose: From Sale or Lease generally  
Notified: 11 May 1923  
File No: 08/5893

**WESTERN REGION OFFICE**

**GRANTING OF A WESTERN LANDS LEASE**

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

The leases are subject to the provisions of the *Western Lands Act 1901* and the Regulations thereunder. The land is to be used only for the purpose of **Residence**.

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

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

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

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

WLL No	Name of Lessee	File No	Folio identifier	Area m <sup>2</sup>	Term of Lease	
					From	To
15070	Fotini SOUVALIOTIS	08/1081	22/1076808	2648	24 February 2016	23 February 2036
15249*	Liam Joseph RIGNEY	15/06286	19/1065215	2191	26 February 2016	25 February 2036
15251	Jennifer Gail DUNLOP	15/06287	5/1065215	1213	26 February 2016	25 February 2036

\* In addition, the following special condition applies to Western Lands Lease 15249:

The lessee must, within 5 years from the date of commencement of the lease or such further period as the Minister may allow, upgrade the facilities on the land to provide kitchen and bathroom services in accordance with plans and specifications approved by the Council of the local government area.

## Water Notices

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### WATER ACT 1912

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

FRANCIS ROGER HANRAHAN, YVONNE GLENYS HANRAHAN and TIMOTHY ROGER LUKE HANRAHAN for a pump on Peacock Creek on Lot 17 DP 751042, Parish of Bonalbo, County of Buller, for irrigation purposes (15 megalitres). Change in pump location. No increase in allocation. (Our Ref: 30SL067324).

Any inquiries should be directed to (02) 6641 6500. Written objections, from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with DPI Water, Locked Bag 10, Grafton NSW 2460, within 28 days of this publication.

BART KELLETT  
Water Regulation Officer  
Department of Primary Industries (DPI) Water

### WATER ACT 1912

An application under Part 8 of the *Water Act 1912*, being within a proclaimed (declared) local area under section 5 (4) of the *Water Act 1912*.

An application for approval of controlled works under section 167 of the *Water Act 1912* within the proclaimed local area described hereunder has been received as follows:

#### Lower Gwydir

MICHAEL SEERY for controlled works consisting of irrigation infrastructure on the Lower Gwydir Floodplain on Lot 2 DP 599484, Lot 81 DP 751757 and Lot 1 DP 1119921, County Courallie, Parish Bullerana, on the property known as "Blairmore" for irrigation and drainage development and the prevention of land from inundation. (New approval) (Reference 90CW811092).

Any inquiries should be directed to (02) 6799 6621. Written objections, from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with DPI Water, PO Box 382, Narrabri NSW 2390 within 28 days of this publication.

ROBERT ALBERT  
Senior Water Regulation Officer  
Department of Primary Industries



## Other Government Notices

### ANTI-DISCRIMINATION ACT 1977

#### EXEMPTION ORDER

Under section 126 of the *Anti-Discrimination Act 1977*, an exemption is granted from sections 8 and 51 of the *Anti-Discrimination Act 1977* (NSW), to AFL SportsReady Limited to advertise, recruit and employ up to 50 (in total) Aboriginal and Torres Strait Islander traineeship and employment positions each year, for the duration of this Order, in New South Wales.

This exemption will remain in force for a period of three years from the date given in this Order.

AFL SportsReady Limited is to provide a six-monthly report to the Anti-Discrimination Board of New South Wales which sets out the number of Aboriginal and Torres Strait people who have undertaken a traineeship program or employment since this Order was granted.

Dated this 24th day of February 2016.

ELIZABETH WING  
Acting President  
Anti-Discrimination Board of NSW

### ASSOCIATIONS INCORPORATION ACT 2009

#### Cancellation of Incorporation Pursuant to Section 74

Take notice that the incorporation of the following associations is cancelled by this notice pursuant to section 74 of the *Associations Incorporation Act 2009*.

COFFS HARBOUR REGIONAL CANCER SERVICES INC	Y1816028
FAIRFIELD BUSHWALKING CLUB INC	Y1452730
MOOREBANK MENS SHED INCORPORATED	INC9896603
MOTORCYCLE ROAD RACE DEVELOPMENT ASSOCIATION INCORPORATED	INC9885847
PREGNANCY SUPPORT PARRAMATTA INCORPORATED	Y2124745
RANFURLY BOOK AID INC	Y0074938
WEDNESDAY MORN WEIGH INN INCORPORATED	INC9881864

Cancellation is effective as at the date of gazettal.

Dated 1 March 2016.

ROBYNE LUNNEY  
Delegate of the Commissioner  
NSW Fair Trading

### ASSOCIATIONS INCORPORATION ACT 2009

#### Cancellation of Registration Pursuant to Section 76

Take notice that the registration of the following associations is cancelled by this notice pursuant to section 76 of the *Associations Incorporation Act 2009*.

BLUE GUM INCORPORATED	Y0246101
CHANNELE INCORPORATED	INC1401238
MAKAMAILE 'O E HALATOAOONGO 'I AUSTRALIA INCORPORATED	INC9888546
MARA SERVICES INCORPORATED	INC9887808
MASCOT VIPERS FC INCORPORATED	INC9888158
MESSIAH INTERNATIONAL INCORPORATED	INC9888928
MUDGEE HORSE RIDERS ASSOCIATION INC	INC9887894
NEWCASTLE & LAKE MACQUARIE SKATEPARKS INCORPORATED	INC9888152
NEWCASTLE AND HUNTER REGION COMMUNITY SUPPORT INCORPORATED	INC9888943
NORTH AFRICA COOPERATION ASSOCIATION INCORPORATED	INC9888779
NORTH COAST WATERS R.L.F.C INCORPORATED	INC9887974
NORTH RYDE RECREATIONAL SPORTS & SOCIAL CLUB INCORPORATED	INC9888776
NORTHERN BEACHES DEFENCE FAMILIES PLAYGROUP INCORPORATED	INC9889194
NORTHSIDE MOTORCYCLE CLUB INCORPORATED	INC9889117
NSW POLICE AND EMERGENCY SERVICES OFFROAD MOTORCYCLE CLUB INC	INC9888530
NSW WALAN JINERAS INCORPORATED	INC9887980
OCEAN STREET DEVELOPMENT OPPOSITION ASSOCIATION INCORPORATED	INC9889247
ONE IN LOVE FELLOWSHIP CHURCH INCORPORATED	INC9890377
ONE LAPTOP PER CHILD AUSTRALIA INCORPORATED	INC9889022



ONE WAY ONE TRUTH ONE LIFE MINISTRY INCORPORATED	INC9887972
OPEN ARMS ASSOCIATION INCORPORATED	INC9887775
ORANGE KART CLUB INCORPORATED	INC9888657
ORGANISATION OF SERBIAN CHETNIKS "RAVNA GORA" FOR SYDNEY AND N.S.W INCORPORATED	INC9889505
P5 AUSTRALIA INCORPORATED	INC9888059
PACIFICA UNITE INCORPORATED	INC9889516
PARWAZ MULTICULTURAL ARTS (AUS) INCORPORATED	INC9889597
POLISH SECTION RADIO 2000 FM INCORPORATED	INC9889185
PROJECT DRIFT CAR CLUB INCORPORATED	INC9888880
YELLOWCLIP INCORPORATED	INC1300043
YMCA OF THE CITY OF LAKE MACQUARIE INCORPORATED	Y0077145

Cancellation is effective as at the date of gazettal.

Dated this 4th day of March 2016

CHRISTINE GOWLAND  
 Delegate of the Commissioner  
 NSW Fair Trading

**BUILDING PROFESSIONALS ACT 2005**

NOTICE

Under section 4 (7) of the *Building Professionals Act 2005*, the amendments to the Building Professionals Board Accreditation Scheme set out in the Schedule are adopted.

The amendments are to commence upon the publication of this notice in the *Government Gazette*.

Sydney, 1 March 2016

Dr GABRIELLE WALLACE  
 Manager  
 Building Professionals Board

**Schedule  
 Amendments**

**Amendment 1**

**Acronyms**

Delete "NPER National Professional Engineers Register" and replace with: "NER National Engineering Register"

**Amendment 2**

**Part B Accreditation**

In clause 13.3:

Delete "National Professional Engineers Register (NPER)" and replace with "National Engineering Register (NER)"

**Amendment 3**

**Schedule 2 Accreditation statements**

Delete "NPER" wherever appearing, and replace with: "NER"

**Amendment 4**

**Schedule 2 Accreditation statements**

Delete "Civil Engineer" in the Accreditation Statements for Categories C1, C2, C3, C4, C6, C12, C15 and C16, and replace with "Occupational Category of Professional Engineer in the General Area of Practice of Civil Engineering".

**Amendment 5**

**Schedule 2 Accreditation statements**

Delete "Structural Engineer" in the Accreditation Statement for Category C7, and replace with "Occupational category of Professional Engineer in the General Area of Practice of Structural Engineering".

**Amendment 6**

**Schedule 2 Accreditation statements**

Delete "Electrical Engineer" in the Accreditation Statement for Category C8, and replace with "Occupational category of Professional Engineer in the General Area of Practice of Electrical Engineering".

**Amendment 7**

**Schedule 2 Accreditation statements**

Delete "Mechanical Engineer" in the Accreditation Statement for Category C9, and replace with "Occupational category of Professional Engineer in the General Area of Practice of Mechanical Engineering".

**Amendment 8**

**Schedule 2 Accreditation statements**

Delete "Fire Safety Engineer" in the Accreditation Statement for Category C10, and replace with "Occupational category of Professional Engineer in the General Area of Practice of Fire Safety Engineering".

**Amendment 9**

**Schedule 2 Accreditation statements**

Delete "Building services engineering" in the Accreditation Statements for Categories C 11, C13 and C14, and replace with "Occupational category of Professional Engineer in the General Area of Practice of Building Services Engineering".

**Amendment 10**

**Schedule 3, Part 2: Qualifications demonstrating specialty criteria**

Add "(Note: This course is no longer on offer)" after the following, wherever appearing:

- Advanced Diploma of Building Surveying – TAFE Leaderville, Western Australia
- Bachelor of Building (Building Surveying) – University of Western Sydney
- Bachelor of Building Surveying – Central Queensland University
- Bachelor of Building Surveying and Inspections – Central Queensland University
- Diploma of Building Surveying – TAFE Leaderville, Western Australia
- Diploma in Building Surveying – TAFE OTEN NSW

- Diploma of Building Surveying – Tasmanian Polytechnic
- Diploma of Building Surveying – Victoria University

**Amendment 11**

**Schedule 3, Part 2: Qualifications demonstrating specialty criteria**

Add “(Note: This qualification is no longer available)” after the following:

- Ordinance 4 certificate of qualification as an assistant building surveyor or assistant building inspector
- Ordinance 4 certificate of qualification as a building surveyor or building inspector

**Amendment 12**

**Schedule 3, Part 2: Qualifications demonstrating specialty criteria**

Add: “/Western Sydney University”

after: “University of Western Sydney”, wherever appearing, except where it is noted that the course is no longer on offer.

**Amendment 13**

**Schedule 3, Part 2: Qualifications demonstrating specialty criteria**

Add: /TAS TAFE”

after: “Tasmanian Polytechnic”, wherever appearing.

**Amendment 14**

**Schedule 3, Part 2: Qualifications demonstrating specialty criteria**

Delete the following:

“The qualifications listed above with an asterisk\* beside the qualification are subject to the following note.

**Note:** This course does not have Australian Institute of Building Surveyors (AIBS) accreditation. The Board intends to amend the Scheme to remove this qualification from Schedule 3, Part 2 for persons enrolling in this course from 1 January 2012 unless the course obtains AIBS accreditation before this date.”

**Amendment 15**

**Schedule 3, Part 2: Qualifications demonstrating specialty criteria**

Delete the asterisks “\*” wherever appearing beside a course.

**Amendment 16**

**Schedule 3, Part 2: Qualifications demonstrating specialty criteria**

Add the following to the end of the list of qualifications for Category A3:

- Diploma in Building Surveying-CPD Training Pty Ltd

**FERTILISERS ACT 1985**

**INSTRUMENT OF AUTHORISATION**

I, Niall Blair, MLC, Minister for Primary Industries, in pursuance of section 23 (2) of the *Fertilisers Act 1985* (“the Act”), hereby authorize David Elijah SINCLAIR to exercise all the functions of an inspector for the purposes of the Act.

Dated this 10th day of February 2016

NIALL BLAIR, MLC  
Minister for Primary Industries

**HOUSING ACT 2001**

**Notification of Compulsory Acquisition of Land**

The New South Wales Land and Housing Corporation declares, with the approval of His 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 *Housing Act 2001*.

Dated this 26th day of February 2016

MICHAEL COUTTS-TROTTER  
Secretary  
Department of Family and Community Services

**Schedule**

The land shown as Lots 15,16 and 17 on the plan of land at Temora, in the shire of Temora, Parish of Bundawarra, County of Bland, registered at Land and Property Information NSW as Deposited Plan No 247721.

**HOUSING ACT 2001**

**Notification of Compulsory Acquisition of Land**

The New South Wales Land and Housing Corporation declares, with the approval of His 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 *Housing Act 2001*.

Dated this 26th day of February 2016

MICHAEL COUTTS-TROTTER  
Secretary  
Department of Family and Community Services

**Schedule**

The land shown as Lot 42 on the plan of land at Bonnyrigg, in the City of Fairfield, Parish of St Luke, County of Cumberland, registered at Land and Property Information NSW as Deposited Plan No 1209583.

**HOUSING ACT 2001**

**ROADS ACT 1993**

**PROCLAMATION**

His Excellency General The Honourable David Hurley, Companion of the Order of Australia, Distinguished Service Cross, (Retired), Governor of the State of New South Wales in the Commonwealth of Australia.

I, General The Honourable David Hurley AC DSC (Ret'd), Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Family and Community Services, and in pursuance of section 13 of the *Roads Act 1993*, do, by this my Proclamation, dedicate as public road the land referred to in the Schedule of this Proclamation.

Signed and sealed at Sydney, this 10th day of February 2016.

By His Excellency's Command,

BRAD HAZZARD, MP  
Minister for Family and Community Services

GOD SAVE THE QUEEN!

**Schedule**

The Land shown as Jacaranda Street, Mulga Place, Hakea Place, Waratah Crescent, Fern Place and Kurrajong Crescent on the plan of land at Albury, in the Local Government Area of Albury, Parish of Albury, County of Goulburn registered in the Land and Property Information NSW as Deposited Plan No 264126.

**HOUSING ACT 2001**

**ROADS ACT 1993**

**PROCLAMATION**

His Excellency General The Honourable David Hurley, Companion of the Order of Australia, Distinguished Service Cross, (Retired), Governor of the State of New South Wales in the Commonwealth of Australia.

I, General The Honourable David Hurley AC DSC (Ret'd), Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Family and Community Services, and in pursuance of section 13 of the *Roads Act 1993*, do, by this my Proclamation, dedicate as public road the land referred to in the Schedule of this Proclamation.

Signed and sealed at Sydney, this 10th day 2016.

By His Excellency's Command,

BRAD HAZZARD, MP  
Minister for Family and Community Services  
Minister for Social Housing

GOD SAVE THE QUEEN!

**Schedule**

The Land between Bonner Street and Cripps Place shown on the plan of land at Kelso, in the Local Government Area of Bathurst Regional, Parish of Kelso, County of Roxburgh registered in the Land and Property Information NSW as Lot 11 in Deposited Plan No 1167037.

**MENTAL HEALTH ACT 2007**

Section 109

Declaration of Mental Health Facility

I, Dr Mary Foley, Secretary of the NSW Ministry of Health, pursuant to section 109 of the *Mental Health Act 2007*, DO HEREBY:

- (a) DECLARE the following premises to be a declared mental health facility for the purposes of the *Mental Health Act 2007*:
- The Emergency Department, Ground Floor, Main Hospital Building, Cooma District Hospital, Bent St, Cooma NSW 2630.
- (b) DECLARE this facility to be designated as a "mental health emergency assessment" facility; and

- (c) RESTRICT this facility to the provision of acute assessment functions, where a patient can be held in anticipation of discharge should their clinical condition resolve rapidly, or transferred to a declared mental health facility of the "mental health assessment and inpatient treatment" class if required, in accordance with all provisions of the *Mental Health Act 2007*, with the exception of:

- Chapter 2;
- Division 1 of Part 3 of Chapter 3;
- Sections 57, 58 and 59 of Division 2 of Part 3 of Chapter 3; and
- Division 3 of Part 3 of Chapter 3.

Signed, this 23rd day of February 2016

Dr MARY FOLEY  
Secretary  
Ministry of Health

**MENTAL HEALTH ACT 2007**

Section 109

Declaration of Mental Health Facility

I, Dr Mary Foley, Secretary of the NSW Ministry of Health, pursuant to section 109 of the *Mental Health Act 2007*, DO HEREBY:

- (a) DECLARE the following premises to be a declared mental health facility for the purposes of the *Mental Health Act 2007*:
- The Emergency Department of the South East Regional Hospital, located on the ground floor at the north-western end of the hospital building, Virginia Drive, Bega 2550; and
- (b) DECLARE the Emergency Department to be designated as a "mental health emergency assessment" facility; and
- (c) RESTRICT the Emergency Department of the South East Regional Hospital to the provision of acute assessment functions, where a patient can be held in anticipation of discharge should their clinical condition resolve rapidly, or transferred to a declared mental health facility of the "mental health assessment and inpatient treatment" class if required, in accordance with all provisions of the *Mental Health Act 2007*, with the exception of:
- Chapter 2;
  - Division 1 of Part 3 of Chapter 3;
  - Sections 57, 58 and 59 of Division 2 of Part 3 of Chapter 3; and
  - Division 3 of Part 3 of Chapter 3.

Signed, this 29th day of February 2016

Dr MARY FOLEY  
Secretary  
Ministry of Health

**MENTAL HEALTH ACT 2007**

Section 109

Declaration of Mental Health Facility

I, Dr Mary Foley, Secretary of the NSW Ministry of Health, pursuant to section 109 of the *Mental Health Act 2007*, DO HEREBY:

- (a) DECLARE the following premises to be declared a mental health facility for the purposes of the *Mental Health Act 2007*:
- The Mental Health Inpatient Unit of the South East Regional Hospital, located on the lower ground floor at the north-western end of the hospital building, Virginia Drive, Bega 2550; and
- (b) DECLARE the Mental Health Inpatient Unit to be designated as a “mental health assessment and inpatient treatment” facility.

Signed, this 29th day of February 2016

Dr MARY FOLEY  
Secretary  
Ministry of Health

**POISONS AND THERAPEUTIC GOODS  
REGULATION 2008**

**ORDER**

**Restoration of Drug Authority**

In accordance with the provisions of clause 175 (1) of the *Poisons and Therapeutic Goods Regulation 2008* a direction has been issued that the Order that took effect on and from 27 December 2012 for the withdrawal of authority of Mr Peter BREINL (PHA0001173051) to supply or have possession of or manufacture any preparation, admixture or extract of a drug of addiction in his profession as a pharmacist as authorised by clause 101 (1) and 102 of the Regulation shall cease to operate from 29 February 2016.

Dated at Sydney, 26 February 2016

Dr MARY FOLEY  
Secretary  
NSW Health

**STATUTORY AND OTHER OFFICES  
REMUNERATION ACT 1979**

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

**Report:**

- On 19 February 2016 the Statutory and Other Offices Remuneration Tribunal (the Tribunal) received a direction from the Premier, the Hon Mike Baird, MP, to make a determination in respect of the remuneration payable to the office of the President, Mental Health Review Tribunal (the MHRT), in circumstances where a judge of the District Court or Supreme Court of NSW (a sitting judge) holds the office and is continuing to be remunerated in their judicial office.
- The President, MHRT is established by the *Mental Health Act 2007* (the MH Act) with remuneration determined in accordance with the *Statutory and Other Offices Remuneration Act 1975* (the SOOR Act). The Tribunal’s 2015 annual determination provides for the President to receive an annual salary of \$369,240.
- The appointment requirements for the President, MHRT are specified in Schedule 5, clause 1 of the MH Act. These requirements commenced on 1 March 2009, after the MH Act was amended to meet the requirements of

changes to the *Mental Health (Forensic Provisions) Act 1990*:

“A person is eligible to be appointed as the President or Deputy President if the person is:

- a person who holds or has held office as a judge of the Supreme Court or the District Court, or as a judge of an equivalent court of another State or a Territory, or
- a person who holds or has held office as a judge of the Federal Court or the High Court, or
- a person who is qualified to be appointed as a judge referred to in this clause.”

- The MH Act does not provide for a sitting judge to retain their judicial entitlements nor for their service on the MHRT to count as service on the Court. To do so, a sitting judge would need to continue to be paid their judicial remuneration while on paid leave from the Court, while also receiving the salary as President, MHRT.
- To ensure that a sitting judge is not paid both judicial remuneration and the salary as President, MHRT, the Tribunal needs to determine the appropriate remuneration for the role of President, MHRT in circumstances where a sitting judge holds the office and is continuing to be remunerated in their judicial office.
- In determining the appropriate remuneration the Tribunal has had regard to advice from the Crown Solicitor and further information provided by the Minister. The Tribunal is of the view that peppercorn remuneration of \$1.00 per annum will apply to the President, MHRT in these circumstances.
- The original determination for the President MHRT is retained and will apply, if any future President, MHRT is not a sitting judge.

**Determination:**

Pursuant to section 14 (2) of the *Statutory and Other Offices Remuneration Act 1975* the Tribunal determines that the office of President, Mental Health Review Tribunal shall receive the following remuneration, with effect from the date of this determination.

Public Office Holder	Salary per annum
President, Mental Health Review Tribunal	\$369,240
President, Mental Health Review Tribunal (remuneration applicable only while a Judge of the District Court of NSW or Judge of the Supreme Court of NSW holds the office of President and continues to be remunerated for their judicial role)	\$1

Signed 22 February 2016

RICHARD GRELLMAN AM  
Statutory and Other Offices Remuneration Tribunal



**TOTALIZATOR ACT 1997**

Tab Limited Declared Events Betting Rules & Tab Limited Fixed Price Racing Betting Rules  
– Approval Amendment of Rules

I, The Honourable Troy Wayne Grant MP, Deputy Premier and Minister for Racing, under section 54 (1) of the *Totalizator Act 1997* DO HEREBY APPROVE the TAB Limited Declared Events Betting Rules and the TAB Limited Fixed Price Racing Betting Rules annexed to this instrument.

This approval takes effect on and from the date of gazettal.

Dated this 23rd day of February 2016

The Honourable Troy Grant, MP  
Deputy Premier  
Minister for Justice and Police  
Minister for the Arts  
Minister for Racing

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**TAB LIMITED DECLARED EVENTS BETTING RULES**

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

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Gazetted 4 March 2016

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**1 PRELIMINARY**

- 1.1 Unless otherwise provided, these rules shall be applied by TAB Limited in respect of any contingency or declared events on which it conducts fixed price declared events betting in accordance with section 13 of the *Totalizator Act 1997*.
- 1.2 These rules apply to bets made with TAB on declared events and classes of declared events declared under section 18 of the *Racing Administration Act 1998* to be declared events for the purposes of that Act.
- 1.3 References to the TAB Sportsbet website is a reference to the Internet address.
- 1.4 Every TAB customer shall be deemed to be acquainted with these rules and any conditions determined by TAB relative to a particular declared event to which a declared events bet relates and to have agreed to be bound thereby.
- 1.5 TAB shall use its best endeavours to make these rules available to customers by providing copies of the rules to all betting outlets, by ensuring that these rules are published on the TAB Sportsbet website and addressing rule enquiries via Account Management or Customer Service.
- 1.6 In the event TAB wishes to apply an additional proviso(s) to a form(s) of betting offered, these shall be published on TAB betting sheets and the TAB Sportsbet website. Any enquiries can be addressed to the Account Management or Customer Service as required.
- 1.7 In the case of all declared events bets between TAB and a customer the location of the contract is deemed to be New South Wales and the laws of New South Wales are deemed to apply.
- 1.8 If the recognised Governing body of the event requests the disclosure of personal information pertaining to accounts or transactions relating to bets on that declared event, the customer shall be deemed for the purposes of the Act to have consented to TAB providing such personal information.
- 1.9 These rules commence on 4 March 2016 and replace those previously gazetted.

## 2 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Price"** - means either:

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

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

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

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

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

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

### 3 TRANSACTIONS

#### 3.1 GENERAL

##### 3.1.1 Amount of Declared Events bet

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

##### 3.1.2 Discretion of TAB

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

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

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

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

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

##### 3.1.5 Approved forms of betting

All declared events bets shall be in accordance with the Approved Forms of Betting set out in the schedule to these rules and

imposed by the Minister as a general condition under section 20 of the Act. A multiple declared events bet may involve two or more Approved Forms of Betting.

**3.1.6 Price setting and fluctuations**

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

**3.1.7 Refusal of bets**

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

**3.1.8 Currency of display**

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

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

**3.1.9 Refunds**

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

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

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

**3.1.11 Postponement of payment of payouts**

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

**3.2 CASH BETS**

**3.2.1 Provision of betting information**

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

**3.2.2 Provision of betting tickets**

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

**3.2.3 Betting ticket details**

The declared events betting ticket shall include details of:

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

**3.2.4 Betting tickets as a customer receipt**

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

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

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

**3.2.6 Betting ticket details as official record**

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

### **3.2.7 Cancellation of bets by customers**

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

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

### **3.2.8 TAB cancellation periods**

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

## **3.3 TELEPHONE BETS**

### **3.3.1 Acceptance of telephone declared events bets**

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

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

The customer making the declared events bet shall clearly state:

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

The manager of an outlet may:

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



### **3.3.3 Records of telephone declared events bets**

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

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

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

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

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

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

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

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

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

## **3.4 BETTING ACCOUNTS**

### **3.4.1 Establishment of betting accounts**

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

The application:

- (a) shall be in writing, in a form approved by TAB;
- (b) shall specify such particulars, and be completed in such manner, as TAB may require; and

- (c) shall be accompanied by a deposit, or by a guarantee from a bank, building society or credit union acceptable to TAB, to be credited to the account.

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

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

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

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

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

#### **3.4.3 Betting account statements**

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

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

#### **3.4.4 Payment of betting account guarantees**

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

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

#### **3.4.5 Non-operation of betting accounts**

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

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

### **3.4.6 Overdrawn accounts**

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

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

## **3.5 BETTING VOUCHERS**

### **3.5.1 Issuance of betting vouchers**

TAB may issue betting vouchers.

A betting voucher:

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

## **3.6 INTERNET BETTING**

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

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

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

**3.6.2 Confirmation of declared events bet**

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

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

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

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

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

**3.6.5 Records of declared events bets**

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

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

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

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

The customer warrants that all information provided by him or her on the TAB's website shall be true and correct and that he or she will

immediately notify TAB of any change to the information previously supplied.

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

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

**3.6.9 Website information may change without notice**

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

**4 DECLARED EVENTS BETTING EVENTS**

**4.1 Determination of events covered**

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

**4.2 Approved forms of betting**

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

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

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

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

**4.4.1** TAB may, in its sole and absolute discretion, determine the outcomes or contingencies within a declared events betting event or a form of declared events betting on a declared events betting event on which TAB will accept declared events bets or quote prices (including, without

limitation, whether an Outcomes Not Quoted selection is offered).

- 4.4.2** TAB is not required to accept declared events bets or quote prices on all potential outcomes or contingencies within a declared events betting event or a form of betting on a declared events betting event.
- 4.4.3** TAB may, in its sole and absolute discretion, elect to accept declared events bets or quote prices on only some of the potential outcomes or contingencies within a declared events betting event or a form of betting on a declared events betting event. All declared events bets stand regardless of whether or not, at the time the relevant declared events bet was made or at any prior or subsequent time, TAB accepted, or was prepared to accept, bets or quoted prices on the outcome or contingency which ultimately occurred.
- 4.4.4** If TAB elects not to list (either specifically or by inclusion within an Outcomes Not Quoted selection) all potential outcomes or contingencies within a form of betting on a declared events betting event, TAB must clearly and specifically state on betting lists and price display screens that outcomes or contingencies not listed may be successful.
- 4.4.5** TAB may, in its absolute and sole discretion, at any time prior to the close of betting and without notification or reason:
- (a) elect not to accept declared events bets or cease to quote, or suspend quotation of, prices on a particular outcome or contingency in a declared events betting event or a form of betting on a declared events betting event;
  - (b) commence or resume accepting declared events bets or quoting prices on a particular outcome or contingency in a declared events betting event or a form of betting on a declared events betting event; and
  - (c) accept a declared events bet on a particular outcome or betting on a declared events betting event notwithstanding that TAB was not at the relevant time quoting prices on that outcome or contingency.

## **5. PARLAY BETTING**

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

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

### **5.2 Payout on parlay bets**

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

## **6 DETERMINATION OF RESULTS**

### **6.1 GENERAL**

#### **6.1.1 All-in basis**

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

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



**6.1.2 Determination of result**

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, the final result shall take into account any extra time periods or match replay or any other contingency necessary to determine the winner. This clause is subject to clause 6.1.7 herein.

**6.1.3 Line betting (Points start)**

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, where betting on the outcome of a declared events betting event involves a line betting (eg points start on a particular match) such line betting shall be set to half a point.

For the purposes of this clause, in the case of declared events bets involving line betting, the outcome of each declared events betting event shall be determined including any extra time, replay or other contingency necessary to determine the official result, unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet. This clause is subject to clause 6.1.6 and any declared events specific clauses in part 6.2 herein, where applicable.

**6.1.4 Right of TAB to cease betting**

TAB may, at its sole and absolute discretion, cease or suspend betting on any declared events betting event without reason or notification. All declared events bets accepted prior to the cessation or suspension of betting will be treated in accordance with these rules.

**6.1.5 Amount of payout**

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

**6.1.6 Postponement of a declared events betting event**

Where a declared events betting event is postponed or is listed for replay and is not officially scheduled to be replayed or conducted within three (3) calendar days of the original scheduled completion date, the declared

events betting event shall be treated as abandoned and all declared events bets shall be refunded. This clause is subject to any declared events specific clauses in part 6.2 herein, where applicable.

**6.1.7 Prices offered for tie, etc**

Where a declared events betting event results in a tie, draw or dead heat and prices are offered within the relevant declared events betting market by TAB on that declared events betting event for a tie, draw or dead heat, the outcome shall be determined excluding any extra time, replay or other contingency necessary to determine an official result and any declared events bet for a result other than a tie, draw or dead heat will be deemed to have lost.

**6.1.8 Prices not offered for tie, etc**

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, if the result of a declared events betting event is declared with joint winners or placegetters and a tie, draw or dead heat is not a form of betting offered by TAB on that declared events betting event, the revised payout shall be calculated by the following method:

- (i) divide the face value of the declared events betting ticket (the original payout) by the number of competitors involved in the tie, draw or dead heat, then
- (ii) multiply the figure obtained in 6.1.8 (i) by the number of official placings to be filled by the competitors figuring in the tie, draw or dead heat.

**6.1.9 Multiple bets and tie, etc**

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet and subject to clauses 6.1.7 and 6.1.8, in declared events bets involving more than one contingency or declared events betting event:

- (a) if the selection in any of the contingencies or declared events betting events loses, or is deemed to have lost, the whole of the declared events bet is lost;
- (b) if one or more of the contingencies or declared events betting events results in a tie, draw or

dead heat, the revised return for each leg shall be calculated by applying the method set out in clause 6.1.8 herein and the revised payout shall be the amount obtained as the product of the cumulative price applicable and the original stake;

- (c) where the declared events bet covers two or more declared events betting events and one or more declared events betting events is decided in the customer's favour but any remaining declared events betting event is subsequently postponed and not officially scheduled to be replayed or conducted within three (3) calendar days of the original scheduled date, or any remaining declared events betting event is abandoned, the revised payout shall be the amount obtained as the product of the cumulative price applicable (at the time the declared events bet was made) to the declared events betting events decided in the customer's favour and the original stake.

**6.1.10 Cancellation of declared events betting event prior to commencement**

Subject to clause 6.1.9(c), if any declared events betting event is cancelled prior to its commencement, or abandoned, TAB shall refund all declared events bets made on that declared events betting event.

**6.1.11 Reliance on official or podium positions**

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, wagers on declared events betting events will be settled on the official or podium positions as per the adjudication of the relevant, recognised governing body. Subsequent disqualification, promotion of competitors, or any other change is irrelevant for the purposes of determining the result of a declared events bet.

**6.1.12 Declared events bets placed after completion of relevant declared events betting event**

Any declared events bet placed after the completion of the declared events betting event to which it relates is deemed void and is to be refunded to the customer. If this circumstance arises in the context of one or more legs of a multiple declared events bet, only the affected leg(s) of the declared events bet is deemed void.

### **6.1.13 Change of venue of declared events betting event**

Unless agreed otherwise by TAB and the customer at the time of making the declared events bet, in the event of a change to venue of a declared events betting event involving named competitors, all declared events bets relating to that event are deemed void and are to be refunded except as provided by clause 6.2.8.2. If this circumstance arises in the context of one or more legs of a multiple declared events bet, only the affected leg(s) of the declared events bet is deemed void.

### **6.1.14 Payouts for “outcomes not quoted”**

For payouts, the “outcomes not quoted” selection is considered to be a single competitor, and accordingly can only be paid the equivalent of one payout, irrespective of the number of “outcomes not quoted” that would have achieved a payout if they were players that had prices quoted.

## **6.2 DECLARED EVENTS SPECIFIC RULES**

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

### **6.2.1 Boxing**

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

## 6.2.2 Cricket

6.2.2.1 In the case of all types of cricket matches,

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

6.2.2.2 A one-day cricket match means a cricket match so classified by TAB Limited.



6.2.2.3 In the case of one-day and Twenty 20 cricket matches only,

(a) If a match is shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the result is that determined by the relevant recognised governing body under the relevant competition rules.

- i. in the case of one-day cricket a minimum of 20 overs must be completed otherwise all bets not determined at the time the match is concluded are deemed void and are to be refunded
- ii. In the case of Twenty 20 matches a minimum of 5 overs must be completed otherwise all bets not determined at the time the match is concluded are deemed void and are to be refunded.

(b) In the case of betting on the highest scoring batsman (across both teams)

- The successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for either team have faced a ball.

- In the case of either or both innings being shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the batsman from either team scoring the most runs across the revised number of overs provided an official result is declared.

- Where the match is abandoned and/or no official result is declared, all bets are deemed void and are to be refunded.

(c) In the case of highest scoring batsman in one team's innings:

- The successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for that team have faced a ball.

- In the case of an innings shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the batsman scoring the most runs

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across the revised number of overs provided an official result is declared.

- If an official result is not declared bets are deemed void and will be refunded.

- (d) In the case of betting on the highest wicket taking bowler for one team in an innings:

- The successful outcome will be the bowler taking the most wickets, regardless of whether or not all the opposing team's wickets have fallen.

- Unless at least one wicket is taken by a bowler during the relevant innings all bets are deemed void and are to be refunded.

- In the case of an innings shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the bowler taking the most wickets across the revised number of overs provided an official result is declared.

- If an official result is not declared bets are deemed void and will be refunded.

- (e) In the case of betting on the highest wicket taking bowler across both teams in a one day match:

- The successful outcome will be the bowler taking the most wickets, regardless of whether or not all wickets for either or both teams have fallen.

- Unless at least one wicket is taken by a bowler during the match all bets are deemed void and are to be refunded.

- In the case of either or both innings being shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the bowler from either team taking the most wickets across the revised number of overs provided an official result is declared.

- If an official result is not declared bets are deemed void and will be refunded.

- (f) If play is postponed to a reserve day, any bets not decided – including (but not limited to) bets on the outcome of the match and bets relating to any incomplete innings – are to be carried forward to the reserve day and determined in accordance with these rules.

- (g) In the case of betting on the total number of runs scored by a team in an innings:

- The successful outcome will be the number of runs scored in that innings regardless of whether or not the innings is shortened by the relevant recognised governing body (due to weather, poor light or any other reason).

- Where the innings is shortened by the relevant recognised governing body (due to weather, poor light or any other reason) to the extent that the match is abandoned with no official result declared, all bets are deemed void and are to be refunded.

6.2.2.4 In the case of cricket matches, other than one-day matches,

(a) In the case of betting on the highest scoring batsman for one team in an innings match or series.

- the successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for that team have faced a ball

- unless at least one run is scored 'off the bat' by a batsman for that team during the relevant innings, match or series all bets are deemed void and are to be refunded.

(b) In the case of betting on the highest scoring batsman across both teams in an innings, match or series.

- the successful outcome will be the batsman scoring the most runs, irrespective of whether or not all batsmen for both teams have faced a ball

- unless at least one run is scored 'off the bat' by a batsman for either team during the relevant innings, match or series all bets are deemed void and are to be refunded.

(c) In the case of betting on the highest wicket-taking bowler for one team in an innings, match or series:

- the successful outcome will be the bowler taking the most wickets, regardless of whether or not all the opposing team's wickets have fallen

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

### **6.2.3 Golf**

- 6.2.3.1 (a) Where a tournament which is scheduled for (72) holes is abandoned for any reason, if less than thirty six (36) holes have been completed, all bets on the outcome of the tournament are void and are to be refunded. If thirty six (36) or more holes have been completed and an official result is declared by the relevant recognised governing body, all bets stand and are to be determined in accordance with that official result. This clause is subject to clause 6.2.3.6.
- (b) Where a tournament which is scheduled for (90) holes is abandoned for any reason, if less than fifty four (54) holes have been completed, all bets on the outcome of the tournament are void and are to be refunded. If fifty four (54) or more holes have been completed and an

official result is declared by the relevant recognised governing body, all bets stand and are to be determined in accordance with that official result. This clause is subject to clause 6.2.3.6.

- 6.2.3.2 Where a tournament which is scheduled for fewer than seventy two (72) holes is abandoned, bets on the outcome of the tournament are to be determined in accordance with the official result declared by the relevant recognised governing body.
- 6.2.3.3 Any play-off holes will be taken into account in determining the winner of a tournament. However, in the case of place bets, clauses 6.1.8 and 6.1.9 herein will apply where there is a tie after completion of the set number of holes (subject to clauses 6.2.3.1 and 6.2.3.2 herein).
- 6.2.3.4 In the case of 'group' betting:
- (a) where all players in a group fail to complete the scheduled number of holes in an event, the winner of that group shall be the player who completes the most number of holes;
  - (b) where some of the players in a group fail to complete the scheduled number of holes in an event, the winner of that group shall be the player(s) who completes the most number of holes with the lowest score;
  - (c) where all players in a group complete the same number of holes, the winner will be the player in that group with the lowest score (subject to clauses 6.2.3.1 and 6.2.3.2 herein);
  - (d) where a tied result occurs in relation to any part of this clause, the provisions of clauses 6.1.8 and 6.1.9 herein are to be applied.
- 6.2.3.5 This clause applies where a tournament is suspended on the direction of the relevant recognised governing body and no official result is declared under circumstances where the balance of the tournament is intended to be rescheduled. In such cases, all bets not



yet determined upon suspension of play are to be held in trust by TAB until a result is declared by the relevant governing body. In these circumstances, if a result is not declared within one month of the original commencement date, all bets not yet determined are deemed void and are to be refunded.

6.2.3.6 In the event that a tournament is abandoned prior to completion of the scheduled number of holes any bets placed after the point in the tournament where no further play occurred are deemed void and are to be refunded.

6.2.3.7 In the case of 2 or 3 ball (player) group betting over 18 holes, the winner will be the player with the lowest score after completion of the relevant 18 holes. Unless all players in the group complete the relevant 18 holes, bets are deemed void and are to be refunded.

#### **6.2.4 Motor Racing**

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

6.2.4.2 In the case of championships, in accordance with clause 6.1.11 herein, results will be determined based on the official points standing upon the initial declaration of the official result by the relevant recognised governing body of the final event for championship purposes. The championship result will not be affected by any subsequent protests, processes or amendments to placing.

6.2.4.3 In the case of individual races where the drivers for individual cars are not known 48 hours prior to the scheduled commencement time of the race, betting will be conducted on the winning car rather than the winning driver.

6.2.4.4 In the case of "head-to-head" betting between two cars or two drivers, if either of the

relevant cars or drivers fail to finish, the successful outcome will be determined in accordance with which car or driver completes the most laps. In the event that both cars or drivers are credited with completing the same number of laps dead heat rules apply.

- 6.2.4.5 Where the event details specify in the case of endurance car racing betting will be conducted on the winning car and not the winning driver.

## **6.2.5 Rugby League**

- 6.2.5.1 In the case of declared events bets on the first or next try scorer:

- (a) except in cases where TAB offers prices for a penalty try within the relevant market, in the event that the first or next try is a penalty try, relevant declared events bets will be determined on the basis of the try following; and
- (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.

- 6.2.5.2 In the case of declared events bets on the next scoring play:

- (a) except in cases where the TAB offers prices for a penalty try within the relevant market, in the event that the next scoring play is a penalty try the relevant declared events bet will be determined on the basis of the next scoring play; and
- (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.

### **6.2.6 Rugby Union**

6.2.6.1 In the case of declared events bets on the first or next try scorer:

- (a) except in cases where TAB offers prices for a penalty try within the relevant market, in the event that the first or next try is a penalty try, relevant declared events bets will be determined on the basis of the try following; and
- (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.

6.2.6.2 In the case of declared events bets on the next scoring play:

- (a) except in cases where the TAB offers prices for a penalty try within the relevant market, in the event that the next scoring play is a penalty try the relevant declared events bet will be determined on the basis of the next scoring play; and
- (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.

### **6.2.7 Soccer**

6.2.7.1 If a soccer match is officially called off prior to its scheduled completion and an official match result is not declared by the relevant recognised governing body, bets not determined at the time the match is concluded are deemed void and are to be refunded. This does not apply to declared events bets already determined at the conclusion of the match, eg first goal scorer.

6.2.7.2 If a soccer match is officially called off prior to its scheduled conclusion and an official match result is declared by the relevant recognised governing body, relevant declared events bets will be determined on that result. However, in these circumstances, declared

events bets which are dependent upon the number of goals scored (including line bets) and are yet to be determined are deemed void and are to be refunded.

6.2.7.3 Unless agreed otherwise by TAB and the customer at the time of placing the declared events bet, the outcome of soccer matches is determined at the end of 'normal time' (in most circumstances 90 minutes plus injury time).

6.2.7.4 Except in cases where TAB offers prices for an own goal within the relevant market, if the first or next goal scorer is awarded an 'own goal', relevant declared events bets will be determined on the basis of the goal following.

## **6.2.8 Tennis**

6.2.8.1 A tennis match is deemed to have commenced with the first serve. If, for any reason, a competitor or a doubles team withdraws, is disqualified or fails to complete a match after it has commenced, all declared events bets not already determined when the match is terminated are deemed void and are to be refunded. Affected multiple bets will be recalculated on the same basis as applying to the calculation of payouts in the case of postponed or abandoned declared events betting events under Rule 6.1.9 (c).

6.2.8.2 Where, for any reason, the venue for a tennis match is changed but does not involve a change in the type of playing surface then Rule 6.1.13 does not apply.

6.2.8.3 Rule 6.2.8.2 applies equally to betting on matches and tournament betting.

6.2.8.4 If a scheduled match within a tournament is played prior to the completion of the tournament all bets stand and rule 6.1.6 does not apply.

## **6.2.9 Yachting**

- 6.2.9.1 Where betting is conducted on 'line honours' or 'quinella', in accordance with clause 6.1.11, results will be determined based on the placings of the yachts as they cross the finish line. The result will not be affected by any subsequent protests, processes or amendments to placings.

#### **6.2.10 Jockey Challenge**

- 6.2.10.1 "Jockey Challenge" is betting on a jockey achieving the highest aggregate points scored in accordance with these rules for achieving a place in races conducted at a particular race meeting or over a racing carnival. A racing carnival shall include a series of race meetings as approved by Racing NSW.
- 6.2.10.2 Prior to commencement of betting, TAB will prepare a list of jockeys and opening prices. The list will include an "any other" price option to cover any jockey who is not included in the original list. At all times the "any other" option shall be treated as one entity.
- 6.2.10.3 In the event of a race meeting being abandoned or postponed all bets are void and moneys are to be refunded except as provided by 6.2.10.4 and 6.2.10.5.
- 6.2.10.4 In the event of a race meeting not being completed as originally programmed all bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a jockey has an unassailable lead, in which case all bets stand.
- 6.2.10.5 In the case of Jockey Challenge betting on a racing carnival should any of the programmed carnival race meetings not be completed in their entirety, all bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a jockey has an unassailable lead, in which case all bets stand.
- 6.2.10.6 No points shall be allocated in relation to a race scheduled to be conducted at a race meeting if that race is postponed to another race meeting, abandoned or declared a no race by the Stewards on the day of the race meeting.



6.2.10.7 The winner will be the jockey who has the most points accumulated at the end of the competition. Points will be accrued per race and calculated as follows:

- 3 points for a winning ride
- 2 points for a second placed ride
- 1 point for a third placed ride

Points will only be allocated to the jockey(s) who actually ride the winning or placed horse(s) in a race. Points will not be allocated to any rider who may have been engaged to ride a horse but was subsequently replaced by permission or direction of the Stewards.

There will be no refunds of bets should a jockey be replaced by another rider.

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

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

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

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

6.2.10.9 In the event of two or more jockeys being tied on the same number of points at the completion of the competition all successful bets will be paid according to TAB Limited Declared Events Betting Rule 6.1.8.

- 6.2.10.10 Allocated points will not be subject to change in the case of any future disqualification. Any disputation regarding the declared winner will be adjudicated by Racing NSW stewards whose decision shall be final.
- 6.2.10.11 Payment will be declared at the end of each race meeting or carnival, unless otherwise directed by the Stewards.
- 6.2.10.12 Any matter in respect to a Jockey Challenge at a race meeting or a racing carnival not provided for in these Rules shall be determined by the Chairman of Racing NSW stewards.

#### **6.2.11 Baseball**

- 6.2.11.1 Where a nominated starting pitcher does not start a game, all declared events bets on that game are deemed void and are to be refunded unless agreed otherwise by TAB and the customer at the time of placing the declared events bet.
- 6.2.11.2 Where a baseball match is postponed to another day rule 6.1.6 does not apply and all bets on the match are deemed void and are to be refunded.

#### **6.2.12 Badminton**

A Badminton match is deemed to have commenced with the first serve. If, for any reason, a competitor or a doubles team withdraws, is disqualified or fails to complete a match after it has commenced, all bets not already determined when the match is concluded are deemed void and are to be refunded. Affected multiple bets will be recalculated on the same basis as applying to the calculation of payouts in the case of postponed or abandoned declared betting events under Rule 6.1.9 (c)

#### **6.2.13 Squash**

A Squash match is deemed to have commenced with the first serve. If, for any reason, a competitor or a doubles team withdraws, is disqualified or fails to complete a match after it has commenced, all bets not already determined when the match is concluded are deemed void and are to be refunded. Affected multiple bets will be recalculated on the same basis as applying to the calculation of payouts in the case of

postponed or abandoned declared betting events under Rule 6.1.9 (c)

#### **6.2.14 Surfing**

If a scheduled event within a tournament is held prior to the completion of the tournament all bets stand and rule 6.1.6 does not apply.

#### **6.2.15 Trainers Challenge**

- 6.2.15.1 “Trainers Challenge” is betting on a trainer achieving the highest aggregate points scored in accordance with these rules for achieving a place in races conducted at a particular race meeting or over a racing carnival. A racing carnival shall include a series of race meetings as approved by Racing NSW.
- 6.2.15.2 Prior to commencement of betting, TAB will prepare a list of trainers and opening prices. The list will include an “any other” price option to cover any trainer who is not included in the original list. At all times the “any other” option shall be treated as one entity.
- 6.2.15.3 In the event of a race meeting being abandoned or postponed all bets are void and moneys are to be refunded except as provided by 6.2.15.4 and 6.2.15.5.
- 6.2.15.4 In the event of a race meeting not being completed as originally programmed all bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a trainer has an unassailable lead, in which case all bets stand.
- 6.2.15.5 In the case of Trainers Challenge betting on a racing carnival should any of the programmed carnival race meetings not be completed in their entirety, all bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a trainer has an unassailable lead, in which case all bets stand.
- 6.2.15.6 No points shall be allocated in relation to a race scheduled to be conducted at a race meeting if that race is postponed to another race meeting, abandoned or declared a no

race by the Stewards on the day of the race meeting.

- 6.2.15.7 The winner will be the trainer who has the most points accumulated at the end of the competition. Points will be accrued per race and calculated as follows:

3 points for training the winning runner  
2 points for training the 2nd placed runner  
1 point for a training the 3rd placed runner

Points will only be allocated to the trainer who is officially listed as the trainer of the horse.

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

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

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

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

- 6.2.15.9 In the event of two or more trainers being tied on the same number of points at the completion of the competition all successful bets will be paid according to TAB Limited Declared Events Betting Rule 6.1.8.
- 6.2.15.10 Allocated points will not be subject to change in the case of any future disqualification. Any disputation regarding the declared winner will be adjudicated by Racing NSW stewards whose decision shall be final.
- 6.2.15.11 Payment will be declared at the end of each race meeting or carnival, unless otherwise directed by the Stewards.

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

## 7 MISCELLANEOUS

### 7.1 Betting by minors

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

### 7.2 Disclaimer

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

- a) Inability to place or cancel a declared events bet on any declared events betting event or form of betting on a declared events betting event.
- b) Inability to place or cancel a declared events bet on a particular outcome or contingency on any declared events betting event or form of betting on a declared events betting event.
- c) The loss of a declared events betting ticket.
- d) Any payment made to the bearer of a ticket where a customer alleges that such payment was made to the wrong person.
- e) Reliance upon any omission, inaccurate information or statement whether made by any TAB employee or agent, or by the electronic or print media, concerning any matter whatsoever relating to the customer or to TAB or to any event, competitor, withdrawal or other matter whatsoever.
- f) Any decision of the recognised governing body of the declared event or any referee or other official appointed to administer, supervise, referee or control a declared events betting event (including without limitation any decision to impose, or not to impose, penalties or sanctions and the nature and extent of any such sanctions).
- g) Any subsequent change to the result of a declared events betting event after a result has been declared by the recognised governing body of that declared betting events in accordance with clause 6.1.11.

- h) Unauthorised use of the customer's betting account.
- i) In the case of a cash declared events bet at a cash outlet, failure by the customer to correct inaccurate or omitted declared events bet details recorded on a ticket immediately upon issue of the ticket.
- j) In the case of a telephone declared events bet, failure by a customer to correct inaccurate or omitted declared events bet details when such details are called back to the customer by TAB.
- k) In the case of an Internet declared events bet, where the customer has confirmed the declared events bet request in accordance with Rule 3.6.1 (b).
- l) In the case of an Internet declared events bet, use of, participation in or inability to obtain access to the website for the purpose of making a declared events bet.
- m) In the case of an Internet declared events bet, any loss or damage caused in the event that the computer of the customer becomes infected with a virus as a result of connecting to TAB's website or by any technology failure whatsoever.
- n) Access by the customer to websites of any person via links from TAB's website.
- o) Any prices quoted by any source other than authorised staff of TAB or any quoted prices which are no longer valid for betting purposes.
- p) The failure, exclusion or refusal of any competitor, team or member of a team to start or complete a declared events betting event.
- q) The refusal or inability of TAB, its agents or assigns to accept all or part of a declared events bet or to accept declared events bets on a particular outcome or contingency on any declared events betting event or form of betting on a declared events betting event.
- r) The exercise by TAB of any discretion conferred on TAB under these Rules or the manner in which that discretion is exercised either generally or in particular circumstances.

7.3

**Cash Out**

TAB may facilitate functionality whereby a customer may cash out their bet (placed with TAB) in part or in its entirety through an arrangement with a third party. TAB will make sufficient information available to customers, including all terms and conditions relevant to the cash out offer to enable customers to make an informed decision.



## **8 CLAIMS AND DISPUTES**

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

#### **8.1.1 Lodgement of claims**

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

#### **8.1.2 Claim administration fees**

TAB may charge an administration fee, as notified by TAB from time to time, on all claims for lost, destroyed, mutilated or stolen declared events betting tickets.

#### **8.1.3 Need for statutory declarations**

A statutory declaration in such form and containing such information as TAB may require shall accompany each claim.

#### **8.1.4 Stolen ticket claims**

A claim for a stolen declared events betting ticket prior to the declared events betting ticket becoming payout bearing will not be accepted without the claimant's prior report of the theft to the police.

#### **8.1.5 Claims lodged prior to the completion of events**

Unless the declared events betting ticket stake value exceeds \$100 (one hundred dollars), claims will not be accepted prior to the completion of the respective declared events betting event and the declared events betting ticket becoming eligible for payout.

#### **8.1.6 Acknowledgement of claim being received**

The claimant will be issued with written acknowledgement of their claim within 21 days of their claim being received by TAB's Head Office Account Management or Customer Relations Section.

#### **8.1.7 Time frame for claims**

Claims will not be accepted after 14 days from the completion of the declared events betting event, unless the claimant can provide a valid reason for the delay in lodging the claim.

**8.1.8 Delays to payout pending the outcome of a claim**

TAB may stop payment on the declared events betting ticket pending the outcome of its investigation.

**8.1.8 Settlement of approved claims**

Following investigation by TAB of the claim for the lost, destroyed, mutilated or stolen declared events betting ticket, if TAB is satisfied that the claimant is entitled to a payout or refund on the declared events betting ticket then:

(a) Approved claims will be settled by way of a:

(i) voucher payable at any TAB outlet except for amounts greater than \$500 (five hundred dollars);

(ii) cheque in favour of the claimant ; or

(iii) deposit to the claimant's nominated betting account; and

(b) TAB will immediately record the cancellation of the declared events betting ticket.

**8.2 Telephone betting claims**

**8.2.1 Claims concerning records of telephone declared events bets**

Within 14 days after making a telephone declared events bet or within such further time as TAB may allow, a customer may lodge a written claim with TAB to the effect:

(a) that the details of the declared events bet given by the customer when making the declared events bet were incorrectly recorded; and

(b) that the customer has suffered loss as a result of the error.

If after investigating the claim, TAB is satisfied:

(a) that the claim is justified; and

(b) that the claim was due to the negligence or wilful default of any TAB officer, employee or agent, TAB must make any appropriate alteration to the record and must refund such amount or pay such payout to the claimant as TAB considers to be just and reasonable.

Any election by the claimant not to have the details of a declared events bet repeated, as referred to in Clause 3.3.3 may be taken into account in TAB's investigation of the claim.

**8.2.2 Claims concerning betting account statements**

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

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

A customer is not entitled to make a claim under this clause if the basis of the claim is attributable to a claim referred to in Clause 8.2.1. of these Rules.

### **8.3 GENERAL**

#### **8.3.1 Information to accompany claims**

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

#### **8.3.2 Notification of claim outcome to claimant**

After investigating the claim, TAB:

- (a) must notify the claimant of its decision; and
- (b) may pay such payout or refund to the claimant as TAB considers to be just and reasonable.

#### **8.3.3 Review of decisions of claims**

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

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

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

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

### **8.4 ENFORCEABILITY**

#### **8.4.1 Enforceability of TAB decisions**

The decision of TAB upon:

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

subject to Part 8.5, shall be final and conclusive.

## **8.5 RESOLUTION OF DISPUTES**

### **8.5.1 Declared Events Betting Disputes Panel**

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

### **8.5.2 Matters referable to the Declared Events Betting Disputes Panel**

In the event of:

- (a) any circumstance arising which is not provided for by the Rules or the act, or
- (b) a dispute between TAB and a customer as to the interpretation of these Rules,

which relates to the outcome of a declared events betting event, TAB or a customer may refer the matter to the Declared Events Betting Disputes Panel.

### **8.5.3 Prior attempt at resolution**

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

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

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

### **8.5.5 Contact point for the Declared Events Betting Disputes Panel**

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

Secretary

Declared Events Betting Disputes Panel

Compliance Division (Team E)

- 41 -

NSW Office of Liquor, Gaming and Racing  
GPO Box 7060  
Sydney NSW 2001

Telephone: (02) 9995 0487  
Fax: (02) 9995 0466  
Email: [declareevents@olgr.nsw.gov.au](mailto:declareevents@olgr.nsw.gov.au)

Gazetted, 15 September 2000

Amendments Gazetted

21 Feb 2003, 10 Oct 2003, Oct 2005

Jul 2006, Nov 2009, 23 December 2011,

25 January 2013, 4 March 2016

## **TAB LIMITED FIXED PRICE RACING BETTING RULES**

### **1. PRELIMINARY**

### **2. DEFINITIONS**

### **3. TRANSACTIONS**

- 3.1 General
- 3.2 Cash Bets
- 3.3 Telephone Bets, Internet and other electronic betting
- 3.4 Betting Accounts
- 3.5 Betting Vouchers

### **4. FIXED PRICE RACING BETTING**

### **5. RESULTS AND REFUNDS**

- 5.1 Results
- 5.2 Protests
- 5.3 Payouts
- 5.4 Postponements

### **6. PARLAY BETTING**

- 6.1 Events to which parlay bets relate
- 6.2 Payout on parlay bets

### **7. MISCELLANEOUS**

### **8. DISPUTES**

### **Appendix**

Schedule 1 - TAB Scale of Deductions



**1. PRELIMINARY**

- 1.1 These Rules are to be referred to as the TAB Fixed Price Racing betting Rules made under section 53 of the Totalizator Act 1997.
- 1.2 Unless otherwise provided, these Rules shall be applied by TAB Limited in respect of any contingency on which it conducts fixed price racing betting in accordance with section 13 of the Totalizator Act 1997.
- 1.3 Every TAB customer shall be deemed to be acquainted with these Rules and any conditions determined by TAB relative to a particular racing event to which a fixed price racing bet relates and to have agreed to be bound thereby.
- 1.4 In the case of all fixed price racing bets between TAB and a customer the location of the contract is deemed to be New South Wales and the laws of New South Wales are deemed to apply.
- 1.5 If the stewards request the disclosure of personal information pertaining to accounts or transactions, the customer shall be deemed for the purposes of the Act to have consented to the TAB providing such personal information to the stewards.
- 1.6 These Rules commence on 4 March 2016.

**2. DEFINITIONS**

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

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

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

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

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

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

Gazetted, 1 January 2001  
Amendments Gazetted  
30/7/04, 01/09/06, 01/08/08, 02/10/11, 08/06/12, 17/01/14, 04/03/16

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

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

**‘Fixed Price Racing Betting Ticket’** means a ticket issued by TAB in accordance with Part 3 (Transactions) of these Rules and includes any form of electronic record approved by TAB.

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

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

**‘Payout’** means the amount payable to a particular investor should the result wagered upon by that investor in fact occur and includes the total amount wagered upon the result.

**‘Price’** means either:

- when expressed in monetary terms, the payout for an outlay of a certain monetary unit, inclusive of the unit of outlay, or
- when expressed in fractional terms the ratio of win to stake.

**‘Proposition’** means a given result or combination of results which may occur in any event upon which TAB operates.

**‘Rules’** means these Rules of betting made under section 53 of the Act as amended from time to time.

**‘Stake’** means the monetary outlay by the customer in placing a fixed price racing bet. In the case of multiple betting the monetary outlay may be in fractions of whole dollars or cents.

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

Gazetted, 1 January 2001

Amendments Gazetted

30/7/04, 01/09/06, 01/08/08, 02/10/11, 08/06/12, 17/01/14, 04/03/16

### **3. TRANSACTIONS**

#### **3.1 General**

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

#### **3.2 Cash bets**

- 3.2.1 A customer who makes a cash fixed price racing bet shall give the fixed price racing bet details in such form as TAB may determine from time to time.
- 3.2.2 The seller who accepts a cash fixed price racing bet at a cash sales outlet shall, while the customer is at the betting window, issue a fixed price racing betting ticket to the customer who made the fixed price racing bet.
- 3.2.3 The fixed price racing betting ticket shall include details of:
  - (a) the stake;
  - (b) the name of the selection and the fixed price racing event to which the fixed price racing bet relates; and

Gazetted, 1 January 2001

Amendments Gazetted

30/7/04, 01/09/06, 01/08/08, 02/10/11, 08/06/12, 17/01/14, 04/03/16

(c) the payout due upon redemption of the fixed price racing betting ticket should the selected competitor or multiple betting selection be declared a winner by TAB.

3.2.4 The fixed price racing betting ticket represents acknowledgment by TAB of receipt of the fixed price racing bet in relation to which the fixed price racing betting ticket is issued.

3.2.5 The fixed price racing betting ticket may be cancelled if the amount of the fixed price racing bet is not paid for immediately after the fixed price racing betting ticket is issued.

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

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

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

### **3.3 Telephone, Internet and other electronic bets**

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

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

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

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

(a) the betting account number against which the fixed price racing bet is to be charged and if required, the code allocated to that account; and,

(b) the details of the fixed price racing bet in such form as TAB may determine from time to time in respect of the bet.

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The Manager of a Branch may:

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

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

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

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

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

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

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

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

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

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

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

### **3.4 Betting Accounts**

#### **3.4.1 Establishment of Betting Accounts**

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

The application:

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

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

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

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

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

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

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

#### **3.4.3 Betting account statements**

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

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

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**3.4.4 Payment of betting account guarantees**

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

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

**3.4.5 Non-operation of betting accounts**

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

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

**3.4.6 Overdrawn accounts**

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

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

**3.5 Betting Vouchers**

TAB may issue betting vouchers.

A betting voucher:

- (a) is to be in such a form as TAB determines.
- (b) is valid for such periods as is specified on the betting voucher.
- (c) is to be regarded as cash equal to the value of the amount represented by the voucher.
- (d) may be accepted at any TAB cash sales outlet:

- (i) for the making of fixed price racing bets, or  
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- (ii) for the making of other bets with TAB, or
- (iii) for the making of deposits to a betting account maintained with TAB.

#### **4 FIXED PRICE RACING BETTING**

- 4.1 TAB may conduct fixed price racing betting on fixed price racing events as approved by the Minister under section 13 of the Act.
- 4.2 Except as provided by Rule 4.5, TAB may only offer fixed price racing betting on a contestant nominated or accepted for the relevant fixed price racing event, except where conditions of the event permit the payment of a late entry fee to start in the event. In the case of events where a late entry condition is available, TAB is obliged to ensure that any contestants not nominated are clearly marked as such in all betting markets that are displayed.
- 4.3 Fixed price racing betting will consist of the following betting types:
  - (a) Win; or
  - (b) place; or
  - (c) multiple betting between designated races; or
  - (d) multiple betting between designated races and declared events; or
  - (e) any other type determined by TAB and approved by the Minister.
- 4.4 TAB may at its absolute discretion determine the bet types it offers on any particular fixed price racing betting event.
- 4.5 All fixed price racing bets (win and place) placed before the official time for the declaration of final acceptances will be all-in except where contestants have yet to be nominated for a fixed price racing event in which case TAB may offer fixed price racing betting on that event provided that investments are refunded on any contestant who is subsequently not nominated for the relevant fixed price racing event.
- 4.6 In the case of fixed price racing bets (win and place) placed after the official time for the declarations of final acceptances:
  - (i) bets placed on any contestant which is subsequently scratched are to be refunded in full; and
  - (ii) the payout due on successful bets are subject to the TAB Limited scale of deductions contained in schedule 1 of these Rules as applying to the price offered by TAB for that contestant at the time of its scratching.
- 4.7 Any fixed price racing bets (multiple betting) placed before the official time for the declaration of final acceptances for all events within the multiple bet will be "all in".

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- 4.8 In the case of fixed price racing bets (multiple betting), if the time of bet placement is after the official time for the declaration of final acceptances for an event within the multiple bet:
- (a) In the event of a withdrawal of a competitor, included in the bet, from that event, that leg will be ignored for the purpose of calculating the payout;
  - (b) If the time of bet placement is after the official time for the declaration of final acceptances for all events within the multiple bet, in the event of withdrawal of all competitors selected in all events included in the bet, the bet shall be refunded;
  - (c) Bets placed after the time for final acceptances but before the TAB makes any adjustment to the prices it has set for the event following a withdrawal shall stand subject to the TAB Limited scale of deductions contained in schedule 1 of these Rules as applying to the prices offered by TAB for that contestant at the time of its scratching;
  - (d) Subject to 4.8(a) and (c) the revised payout shall be the amount obtained as the product of the cumulative price applicable to the events decided in the customer's favour and original stake.
- 4.9 Where the bet type Head to Head is offered, one of the nominated competitors must finish in the first 5 placings otherwise all bets will be refunded.
- 4.10 Where betting is offered on the weight the winner will carry, the result will be determined on the weight allocated at the time of acceptances and will ignore the impact of any allowances or jockeys riding overweight.
- 4.11 Where betting is offered on the barrier that the winner will draw the result will be determined on the barrier allocated at the time of acceptances and will ignore the impact of any scratched runners or damage to barrier stalls.
- 4.12 Where betting is offered on a Jockey or Trainers Premiership any dead heats will be allocated a value of 0.5 wins when determining the outcome.
- 4.13 Where betting is offered on the number of wins a jockey or trainer achieved during a defined period such as a race meeting or carnival any dead heats will be allocated a value of 0.5 wins to the jockey or trainer when determining the outcome.

## **5 RESULTS AND REFUNDS**

### **5.1 Results**

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

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

## **5.2 Protests**

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

## **5.3 Payout**

- 5.3.1 The payout due on any fixed price racing bet shall be as agreed between TAB and the customer at the time of making the bet. The payout due specified on the fixed price racing betting ticket will be deemed to be the payout agreed between the TAB and customer except in the case of a misprint resulting from computer or other technical error, or where there is evidence of fraud or of forgery or alteration of the fixed price racing betting ticket.
- 5.3.2 If the result of a fixed price racing event is declared a dead heat, the revised payout due shall be calculated by the following method:
  - (a) divide the face value of the fixed price racing betting ticket (the original payout) by the number of contestants involved in the tie, draw or dead heat, then
  - (b) multiply the figure obtained in (a) by the number of official placings to be filled by the contestants figuring in the tie, draw or dead heat.
- 5.3.3 In fixed price racing bets involving more than one fixed price racing betting event or contingency (multiple betting):
  - (a) if the selection in any of the contingencies or fixed price racing events loses or is deemed to have lost, the whole of the fixed price racing bet is lost,
  - (b) if one or more of the contingencies or fixed price racing events results in a dead heat, the revised return for each leg shall be calculated by applying the method set out in Rule 5.3.2 herein and the revised payout due shall be the amount obtained as the product of the cumulative price applicable and the original stake,
  - (c) where the fixed price racing bet covers two or more fixed price racing betting events and one or more fixed price racing events is decided in the

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customers favour but any remaining fixed price racing event is abandoned, the remaining payout shall be the amount obtained as the product of the cumulative price applicable to the fixed price racing events decided in the customers favour at the time such bet was made and the original stake. Any remaining or undecided fixed price racing bet shall be treated as abandoned.

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

#### **5.4 Postponements**

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

### **6 PARLAY BETTING**

#### **6.1 Events to which parlay bets relate**

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

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## **6.2 Payout on parlay bets**

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

## **7 MISCELLANEOUS**

### **7.1 Betting by Minors**

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

### **7.2 Disclaimer**

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

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

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

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

- 7.3.1 Claims for lost or destroyed fixed price racing betting tickets shall be lodged within 14 days of the completion of the fixed price racing betting event upon which the fixed price racing bet was made. Claims may be lodged at any TAB cash office and not necessarily the TAB office at which the fixed price racing betting ticket was purchased.
- 7.3.2 TAB may charge an administration fee, as notified by TAB from time to time, on all claims for lost or destroyed fixed price racing betting tickets.
- 7.3.3 A statutory declaration in such form and containing such information as TAB may require shall accompany each claim.
- 7.3.4 A claim for a stolen fixed price racing betting ticket prior to the fixed price racing betting ticket becoming payout bearing will not be accepted without the claimant's prior report of the theft to the Police.

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- 7.3.5 Unless the fixed price racing betting ticket investment value exceeds \$100 (one hundred dollars), claims will not be accepted prior to the completion of the respective fixed price racing betting event and the fixed price racing betting ticket becoming payout bearing.
- 7.3.6 The claimant will be issued with written acknowledgment of their claim within 21 days of their claim being received by TAB's Head Office Customer Relations Section.
- 7.3.7 Claims will not be accepted after 14 days from the completion of the fixed price racing betting event, unless the claimant can provide a valid reason for the delay in lodging the claim.
- 7.3.8 Approved claims will be settled by way of a letter of authority payable at any TAB cash sales outlet except for amounts greater than \$500 (Five Hundred Dollars) or at the request of the claimant where payment will be made by way of a cheque in favour of the claimant and sent by mail.

#### **7.4 Cash out**

- 7.4.1 TAB may facilitate functionality whereby a customer may cash out their bet (placed with TAB) in part or in its entirety through an arrangement with a third party. TAB will make sufficient information available to customers, including all terms and conditions relevant to the cash out offer to enable customers to make an informed decision.

### **8 DISPUTES**

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

- 8.1.1 Within 14 days after making a telephone fixed price racing bet or within such further time as TAB may allow, a customer may lodge a written complaint with TAB to the effect:

- (a) that the details of the fixed price racing bet given by the customer when making the fixed price racing bet were incorrectly recorded; and
- (b) that the customer has suffered loss as a result of the error.

If, after investigating the complaint, TAB is satisfied:

- i) that the complaint is justified; and
- ii) that the error complained of was due to the negligence or wilful default of any TAB officer, employee or agent,

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

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

**8.1.2 Complaints concerning betting account statements.**

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

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

**8.1.3 Information to accompany complaints.**

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

**8.1.4 Review of decisions on complaints.**

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

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

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

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

**8.2 Enforceability**

**8.2.1** The decision of TAB upon:

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

shall subject to Part 8.3, be final and conclusive.

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**8.3 Resolution of Disputes**

8.3.1 In the event of:

(a) any circumstance arising which is not provided for by the Rules or the Act; or

(b) a dispute between TAB and a customer as to the interpretation of these Rules which relates to the outcome of a fixed price racing betting event, TAB or a customer may refer the matter to Racing NSW or Harness Racing NSW or Greyhound Racing NSW as appropriate.

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

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

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# COUNCIL NOTICES

## ALBURY CITY COUNCIL

### LOCAL GOVERNMENT ACT 1993 Section 50 (4)

Albury City Council, pursuant to section 50 (4) of the *Local Government Act 1993*, notifies that the Drainage Reserve Lot 15 DP 24891 is vested in Council.

FRANK ZAKNICH, General Manager, Albury City Council,  
PO Box 323, Albury NSW 2640. [8434]

## AUBURN CITY COUNCIL

### ERRATUM

Notice is hereby given that the notice published in the *Government Gazette* No 10, dated 12 February 2016, folio 191, under the heading 'Dedication of Land as Public Road', is to be corrected by amending the Schedule to read "Part of the land known as Milton Street, Lidcombe described as that road shown on DP 751 that runs between Lot 25 and Lot 26 of Section 2 in DP 751 and which connects Clarence Street and Railway Parade, Lidcombe".

MARK BRISBY, General Manager, Auburn City Council,  
PO BOX 118, Auburn NSW 1835. [8435]

## BATHURST REGIONAL COUNCIL

### ROADS ACT 1993 Naming of Roads

Notice is hereby given that Bathurst Regional Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
QUIGLEY CLOSE	Kelso

#### Description

Running in a north-south direction off Ignatius Street within the proposed subdivision of Lot 321 DP 1205391. Intersects with Ignatius Street.

Name	Locality
IGNATIUS STREET	Kelso

#### Description

Running in a north-south and then a east-west direction off Wentworth Drive within the proposed subdivision of Lot 321 DP 1205391. Intersects with Quigley Close and Wentworth Drive.

Name	Locality
GRANITE RISE	Kelso

#### Description

Running in a north-south direction off Emerald Drive within the proposed subdivision of Lot 1 DP 203162 and Lot 2 DP 212987. Intersects with Emerald Drive and Basalt Way.

Name	Locality
FENNELL CLOSE	Kelso

#### Description

Running in a east-west direction off Gilmour Street within the proposed subdivision of Lot 101 DP 748062 and Lot 10 DP 1176294. Intersects with Gilmour Street and future Ablett Court.

Name	Locality
CROKE CLOSE	Kelso

#### Description

Running in a north-south direction off Wentworth Drive within the proposed subdivision of Lot 321 DP 1205391. Intersects with Wentworth Drive.

Name	Locality
BASALT WAY	Kelso

#### Description

Running in a loop off Emerald Drive in a north-south and east-west direction within the proposed subdivision of Lot 1 DP 203162 and Lot 2 DP 212987. Intersects with Emerald Drive and Granite Rise.

Name	Locality
ABLETT COURT	Kelso

#### Description

Running in a north-south direction off Fennell Close within the proposed subdivision of Lot 101 DP 748062 and Lot 10 DP 1176294. Intersects with Fennell Close.

DAVID SHERLEY, General Manager, Bathurst Regional Council, Private Mail Bag 17, Bathurst NSW 2795  
GNB Ref: 0048 [8436]

## BEGA VALLEY SHIRE COUNCIL

### ROADS ACT 1993 Naming of Roads

Notice is hereby given that Bega Valley Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
LINDWALL LANE	Nethercote

#### Description

Unnamed crown road accessed off both Kiaka Road and Back Creek Road in the suburb of Nethercote.

LEANNE BARNES, General Manager, Bega Valley Shire Council, PO Box 492, Bega NSW 2550  
GNB Ref: 0049 [8437]

## BEGA VALLEY SHIRE COUNCIL

### ROADS ACT 1993 Naming of Roads

Notice is hereby given that Bega Valley Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road as shown hereunder:

**Name** SALWAY CLOSE  
**Locality** Bega  
**Description**  
 The section of public road to be named is located off Howard Avenue and will serve as an access road to newly subdivided parcels.  
 LEANNE BARNES, General Manager, Bega Valley Shire Council, PO Box 492, Bega NSW 2550  
 GNB Ref: 0050 [8438]

**CAMPBELLTOWN CITY COUNCIL**

ROADS ACT 1993

Naming of Roads

Notice is hereby given that Campbelltown City Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

**Name** LOMATIA PLACE  
**Locality** Denham Court  
**Description**  
 A new road within Stage 7 of the Willowdale estate, between Foxtail Drive and Doubletail Lane.

**Name** KERRAWANG CLOSE  
**Locality** Denham Court  
**Description**  
 A new cul de sac within Stage 7 of the Willowdale estate, off Lomatia Place.

**Name** FOXTAIL DRIVE  
**Locality** Denham Court  
**Description**  
 A new road within Stage 7 of the Willowdale estate, between Commissioners Drive and Lomatia Place.

**Name** DOUBLETAIL LANE  
**Locality** Denham Court  
**Description**  
 A new laneway within Stage 7 of the Willowdale estate, between Lomatia Place and Kerrawang Close.

**Name** BURRDAISY CLOSE  
**Locality** Denham Court  
**Description**  
 A new cul de sac within Stage 7 of the Willowdale estate, off Lomatia Place.

**Name** TANTOON PLACE  
**Locality** Denham Court  
**Description**  
 A new cul de sac within Stage 7 of the Willowdale estate, off Foxtail Drive.

LINDY DEITZ, General Manager, Campbelltown City Council, PO Box 57, Campbelltown NSW 2560  
 GNB Ref: 0045 [8439]

**COBAR SHIRE COUNCIL**

Notice is hereby given that Cobar Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named road(s) as shown hereunder:

**Name** Fifty Two Mile Road  
**Localities** Noona, Tilpa  
**Description**  
 From Cobar town centre along Barrier Hwy head West, turning right (North) at 84 km to Fifty Two Mile Road. (Regional Road 7518)

**Name** Seventy Eight Mile Road  
**Localities** Noona, Tilpa  
**Description**  
 From Cobar town centre along Barrier Hwy head West, turning right (North) at 124 km to Seventy Eight Mile Road. (Shire Road 2)

STEPHEN TAYLOR, Acting General Manager, Cobar Shire Council, 36, Linsley Street, Cobar NSW 2835 [8440]

**COFFS HARBOUR CITY COUNCIL**

ROADS ACT 1993

Naming of Roads

Notice is hereby given that Coffs Harbour City Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

**Name** SURFSEA AVENUE  
**Locality** Sandy Beach  
**Description**  
 off Solitary Islands Way

**Name** SOMERVALE ROAD  
**Locality** Sandy Beach  
**Description**  
 Located off Solitary Islands Way, Sandy Beach

**Name** SEASHELL AVENUE  
**Locality** Sandy Beach  
**Description**  
 off Solitary Islands Way

**Name** SEABEACH STREET  
**Locality** Sandy Beach  
**Description**  
 off Solitary Islands Way

**Name** BROADWATER STREET  
**Locality** Sandy Beach  
**Description**  
 off Solitary Islands Way

**Name** APRIL STREET  
**Locality** Sandy Beach  
**Description**  
 off Solitary Islands Way



**Name**  
WATERWAYS DRIVE  
**Description**  
off Solitary Islands Way

**Locality**  
Sandy Beach

STEVE McGRATH, General Manager, Coffs Harbour City Council, Locked Bag 55, NSW 2450  
GNB Ref: 0038 [8441]

**COFFS HARBOUR CITY COUNCIL**  
NAMING OF ROADS

Notice is hereby given that Coffs Harbour City Council, in pursuance of section 162 of the *Roads Act 1993*, has named roads as follows:

<b>Location</b>	<b>New name</b>
New roads off Ted Ovens Drive, Coffs Harbour.	Royal Poinciana Way, Parkland Parade, Haven Close.

STEPHEN McGRATH, General Manager, Coffs Harbour City Council, Locked Bag 155, Coffs Harbour NSW 2450 [8442]

**COFFS HARBOUR CITY COUNCIL**

ROADS ACT 1993  
Naming of Roads

Notice is hereby given that Coffs Harbour City Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

<b>Name</b>	<b>Locality</b>
FANTAIL COURT	Boambee East
<b>Description</b> Off Linden Avenue	

<b>Name</b>	<b>Locality</b>
BUSHLARK CLOSE	Boambee East
<b>Description</b> Off Linden Avenue	

STEVE McGRATH, General Manager, Coffs Harbour City Council, Locked Bag 55, Coffs Harbour NSW 2450  
GNB Ref: 0040 [8443]

**HAY SHIRE COUNCIL**

ROADS ACT 1993  
Naming of Roads

Notice is hereby given that Hay Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

<b>Name</b>	<b>Locality</b>
JOHNSTON MEMORIAL DRIVE	
<b>Description</b> Start at Lot 5 DP 523192, continuing on the unnamed road to Lot 7 DP 262014	

ALLEN DWYER, General Manager, Hay Shire Council, 134 Lachlan Street, NSW 2711  
GNB Ref: 0034 [8444]

**MID-WESTERN REGIONAL COUNCIL**

ROADS ACT 1993  
Section 16

Notification of Dedication of Land as a Public Road

Notice is hereby given that the Mid-Western Regional Council, by resolution of Council dated 15 July 2015 resolved to dedicate the land described hereunder as public road pursuant to section 16 of the *Roads Act 1993*.

**Descriptions**

Lot 1 DP 1216569

Saleyards Lane at Mudgee

**Note:** On dedication, title for the land will remain vested in Mid-Western Regional Council as Operational land.

Dated: 2 March 2016

BRADLEY ALLAN CAM, General Manager, Mid-Western Regional Council, PO Box 156, Mudgee, NSW 2450. [8445]

**ORANGE CITY COUNCIL**

ROADS ACT 1993  
Naming of Roads

Notice is hereby given that Orange City Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

<b>Name</b>	<b>Locality</b>
YARRAMAN ROAD	Orange
<b>Description</b> Internal road within Charles Sturt University Orange Equestrian	

<b>Name</b>	<b>Locality</b>
WARRUGA STREET	Orange
<b>Description</b> Small section of road running East West from the intersection of Sullivan Circuit to Honeyman Drive	

<b>Name</b>	<b>Locality</b>
WARRBULANG PLACE	Orange
<b>Description</b> Internal road within Charles Sturt University Orange near tennis courts	

<b>Name</b>	<b>Locality</b>
WARRADAGANG DRIVE	Orange
<b>Description</b> Internal road within Charles Sturt University Orange Entrance to campus	

<b>Name</b>	<b>Locality</b>
GULGAN ROAD	Orange
<b>Description</b> Internal road within Charles Sturt University Orange gully	

<b>Name</b>	<b>Locality</b>
GIRINYA PLACE	Orange
<b>Description</b> Internal road within Charles Sturt University Orange near sporting grounds	





**Name** BOROUGH RIDGE  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – South from the intersection of Feagan Street and Connolly Street

**Name** FLINT STREET  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Between McLean Street and Connolly Street

**Name** FEAGAN STREET  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Between Julia Street and intersection of Connolly Street and Borough Ridge

**Name** NANO STREET  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Between McLean Street and Connolly Street

**Name** JULIA STREET  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Between Aprasia Avenue and Studdy Road

**Name** TUAM PLACE  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Cul de sac off Connolly Street

**Name** NORMA STREET  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Between Gorman Drive and Lindbeck Corner

**Name** AYLIFFE STREET  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Between Gorman Drive and Lindbeck Corner

**Name** LINDBECK CORNER  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Between Gorman Drive and Bobby Street

**Name** BOBBY STREET  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B- Between Gorman Drive and Lindbeck Corner

**Name** MONTGOMERY AVENUE  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Between Gorman Drive and Weatherstone Circuit

**Name** KIRCHNER STREET  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Between Montgomery Avenue and Weatherstone Circuit

**Name** WEATHERSTONE CIRCUIT  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Commencing at Mason Street around to Montgomery Avenue

**Name** GOISER LOOP  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Off Montgomery Avenue

**Name** SUNSET PLACE  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Off Montgomery Avenue

**Name** FINNERON STREET  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Between Montgomery Avenue and Weatherstone Circuit

**Name** MORAN STREET  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Between Montgomery Avenue and Weatherstone Circuit

**Name** HOPKINS STREET  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Off Weatherstone Circuit

**Name** MASON STREET  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Between Montgomery Avenue and Weatherstone Circuit

**Name** MCTERNAN AVENUE  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B- Between Montgomery Avenue and Weatherstone Circuit

**Name** CASTLE STREET  
**Locality** Googong  
**Description**  
Googong Neighbourhood 1B – Off Weatherstone Circuit

**Name**  
BANKS STREET  
**Locality**  
Googong  
**Description**  
Googong Neighbourhood 1B – Between Gorman Drive and Leon Street.

**Name**  
GARDINER STREET  
**Locality**  
Googong  
**Description**  
Googong Neighbourhood 1B – Off Weatherstone Circuit

MICHAEL THOMPSON, Group Manager Sustainability and Better Living, Queanbeyan City Council, PO Box 90, Queanbeyan NSW 2620  
GNB Ref: 0042 [8450]

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**THE HILLS SHIRE COUNCIL**

ROADS ACT 1993

Naming of Roads

Notice is hereby given that The Hills Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

**Name**  
MURRUNG WAY  
**Locality**  
Castle Hill

**Description**  
Proposed private road coming off Womurrung Avenue and heads south into Lot 2002 DP 1090990.

DAVE WALKER, General Manager, The Hills Shire Council, 3 Columbia Court, Baulkham Hills NSW 2153  
GNB Ref: 0051 [8451]

**WOLLONDILLY SHIRE COUNCIL**

ROADS ACT 1993

Naming of Roads

Notice is hereby given that Wollondilly Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

**Name**  
GLENROCK CLOSE  
**Locality**  
Picton

**Description**  
Glenrock Close is proposed for Subdivision of 14 & 18 Hill Street Picton. Glenrock Close is located within Lot 2 DP 713926

LUKE JOHNSON, General Manager, Wollondilly Shire Council, 62–64, Menangle Street, Picton NSW 2571  
GNB Ref: 0054 [8452]

**LIVERPOOL CITY COUNCIL**  
 LOCAL GOVERNMENT ACT 1993  
 Section 715

Proposed Sale of Land for Unpaid Rates and Charges

Notice is hereby given to the person named hereunder that Liverpool City Council has resolved in accordance with section 713 (1) of the *Local Government Act 1993* to sell the land in the schedule below (of which the person named is known to Council to be the owner or to have an interest in the land) and on which the amount of rates and charges stated as at 31 December 2015 is due and payable.

**Schedule**

<b>Owner</b>	<b>Description of Land</b>	<b>Amount of Rates &amp; Charges overdue for more than five (5) years</b>	<b>Amount of Rates &amp; Charges (other than overdue rates &amp; charges) due &amp; payable</b>	<b>Total amount of Rates &amp; Charges due &amp; payable as at 31 December 2015</b>
TONG, Wei	Lots 97–119 SP 79253 (inclusive). Lots 97–119, 10–16 Castlereagh St Liverpool NSW 2170	\$33,657.39	\$64,063.95	\$97,721.34

**Date and Time of proposed sale: Saturday 4 June 2016 at 9.30am**

In default of payment to Council of the amount stated above and any other rates and charges (including interest charges) becoming due and payable after the publication of this notice, or any arrangements satisfactory to the Council for payment of all such rates and charges being entered into by the rateable person before the time fixed for the sale, the said land(s) will be offered for sale by public auction on site at 10–16 Castlereagh St, Liverpool on Saturday 4 June 2016 at 10am.

Agent (Auctioneer) appointed for the proposed sale: Century 21 Combined Liverpool, Shop 19–22/297–327 Macquarie St, Liverpool NSW 2170.

Liverpool City Council requests that any person with an interest in any of the above lands who wishes to make enquiries or make payment of the outstanding rates and charges should contact Liverpool City Council on 1300 36 2170 or email [rates@liverpool.nsw.gov.au](mailto:rates@liverpool.nsw.gov.au).

Liverpool City Council now gives express notice that subject to applicable legislation, it makes no warranty, representation or guarantee with respect to any of the lands above including, but not limited to, their location, condition, accessibility to services and whether or not vacant possession will be obtained by the purchaser of the same.

CARL WULFF, Chief Executive Officer, Liverpool City Council, Locked Bag 7064, Liverpool BC NSW 1871.

[8453]

**By Authority**  
 Government Printer