



Government Gazette

OF THE STATE OF
NEW SOUTH WALES

Number 136
Friday, 25 September 2009

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LEGISLATION

Online notification of the making of statutory instruments

Week beginning 14 September 2009

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

Proclamations commencing Acts

[Combat Sports Act 2008 No 116 \(2009-469\)](#) — published LW 18 September 2009

Regulations and other statutory instruments

[Allocation of the Administration of Acts 2009 \(No 3—Amendments\) \(2009-467\)](#) — published LW 14 September 2009

[Combat Sports Regulation 2009 \(2009-470\)](#) — published LW 18 September 2009

[Marketing of Primary Products Amendment Regulation 2009 \(2009-471\)](#) — published LW 18 September 2009

[Public Sector Employment and Management \(Ministers\) Order 2009 \(2009-468\)](#) — published LW 14 September 2009

[Rail Safety \(General\) Amendment \(Exemption\) Regulation 2009 \(2009-472\)](#) — published LW 18 September 2009

[Uniform Civil Procedure Rules \(Amendment No 28\) 2009 \(2009-473\)](#) — published LW 18 September 2009

Environmental Planning Instruments

[Canterbury Local Environmental Plan No 207 \(2009-475\)](#) — published LW 18 September 2009

[Hastings Local Environmental Plan 2001 \(Amendment No 75\) \(2009-476\)](#) — published LW 18 September 2009

[State Environmental Planning Policy \(Affordable Rental Housing\) Amendment \(Public Transport\) 2009 \(2009-474\)](#) — published LW 18 September 2009

Assents to Acts

ACTS OF PARLIAMENT ASSENTED TO

Legislative Assembly Office, Sydney 16 September 2009

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

Act No. 58 2009 – An Act to amend the Aboriginal Land Rights Act 1983 with respect to land dealings by Aboriginal Land Councils and community development levies; and for other purposes. [Aboriginal Land Rights Amendment Bill].

Act No. 59 2009 – An Act to amend the Births, Deaths and Marriages Registration Act 1995 to make further provision with respect to registration of a change of name; and for other purposes. [Births, Deaths and Marriages Registration Amendment (Change of Name) Bill].

Act No. 60 2009 – An Act to provide for the transfer of the business of New South Wales Lotteries Corporation, and for other purposes. [NSW Lotteries (Authorised Transaction) Bill].

Act No. 61 2009 – An Act to amend the Home Building Act 1989 and to repeal and amend other legislation to remove licensing requirements for certain occupations. [Occupational Licensing Legislation Amendment (Regulatory Reform) Bill].

Act No. 62 2009 – An Act to amend the Parliamentary Remuneration Act 1989, the Parliamentary Contributory Superannuation Act 1971 and the Constitution Act 1902 with respect to the provision of employment benefits and the making of superannuation contributions for members of Parliament by way of salary sacrifice. [Parliamentary Remuneration Amendment (Salary Packaging) Bill].

RUSSELL D. GROVE, PSM,
Clerk of the Legislative Assembly

ACTS OF PARLIAMENT ASSENTED TO

Legislative Council Office Sydney 16 September 2009

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

Act No. 63, 2009 - An Act to amend the Crimes (Forensic Procedures) Act 2000 to make further provision with respect to the carrying out of forensic procedures on untested registrable persons. [Crimes (Forensic Procedures) Amendment (Untested Registrable Persons) Act 2009].

LYNN LOVELOCK,
Clerk of the Parliaments

Orders



New South Wales

Motor Accidents (Determination of Non-Economic Loss) Order 2009

under the

Motor Accidents Act 1988

I, Joseph Tripodi, the Minister for Finance in pursuance of section 80 of the *Motor Accidents Act 1988*, make the following Order.

Dated, this 22nd day of September 2009.

JOSEPH TRIPODI, M.P.,
Minister for Finance

Explanatory note

The object of this Order is to adjust, for the year commencing 1 October 2009, the amounts that may be awarded for damages for non-economic loss to persons who have been injured as a consequence of a motor accident.

Section 80 of the *Motor Accidents Act 1988* requires the Minister to declare the amounts on or before 1 October in each year. The amounts are indexed by reference to movements in average weekly earnings.

An amount specified in this Order applies to the exclusion of the corresponding amount specified in section 79 or 79A of the *Motor Accidents Act 1988*.

This Order also repeals and consolidates all previous Orders made under section 80 of the *Motor Accidents Act 1988*.

Clause 1 Motor Accidents (Determination of Non-Economic Loss) Order 2009

Motor Accidents (Determination of Non-Economic Loss) Order 2009

under the

Motor Accidents Act 1988

1 Name of Order

This Order is the *Motor Accidents (Determination of Non-Economic Loss) Order 2009*.

2 Commencement

This Order commences on 1 October 2009 and is required to be published in the Gazette.

3 Section 79: Determination of non-economic loss—accidents occurring before midnight on 26.9.95

(1) Section 79 (3)

It is declared that, on and from the date specified in Column 1 of the Table to this subclause, the maximum amount that may be awarded for the non-economic loss of an injured person as a consequence of a motor accident that occurred before midnight on 26 September 1995 is the amount specified in Column 2 of that Table opposite that specified date.

Table

Column 1	Column 2
Operative date	Maximum amount of damages for non-economic loss
1 October 1990	\$192,000
1 October 1991	\$198,000
1 October 1992	\$211,000
1 October 1993	\$212,000
1 October 1994	\$222,000
1 October 1995	\$235,000
1 October 1996	\$247,000
1 October 1997	\$250,000

Motor Accidents (Determination of Non-Economic Loss) Order 2009

Clause 3

Column 1	Column 2
Operative date	Maximum amount of damages for non-economic loss
1 October 1998	\$259,000
1 October 1999	\$273,000
1 October 2000	\$284,000
1 October 2001	\$296,000
1 October 2002	\$309,000
1 October 2003	\$329,000
1 October 2004	\$341,000
1 October 2005	\$359,000
1 October 2006	\$366,000
1 October 2007	\$381,000
1 October 2008	\$390,000
1 October 2009	\$408,000

(2) **Section 79 (4)**

It is declared that, on and from the date specified in Column 1 of the Table to this subclause, no damages for economic loss shall be awarded to an injured person as a consequence of a motor accident that occurred before midnight on 26 September 1995 if the amount of non-economic loss is assessed to be less than the amount specified in Column 2 of that Table opposite that specified date.

Table

Column 1	Column 2
Operative date	Minimum amount of non-economic loss (threshold for assessment of economic loss)
1 October 1990	\$16,050
1 October 1991	\$16,500
1 October 1992	\$17,500
1 October 1993	\$17,500
1 October 1994	\$18,500

Clause 3 Motor Accidents (Determination of Non-Economic Loss) Order 2009

Column 1	Column 2
Operative date	Minimum amount of non-economic loss (threshold for assessment of economic loss)
1 October 1995	\$19,500
1 October 1996	\$20,500
1 October 1997	\$20,500
1 October 1998	\$21,000
1 October 1999	\$22,000
1 October 2000	\$23,000
1 October 2001	\$24,000
1 October 2002	\$25,000
1 October 2003	\$26,500
1 October 2004	\$27,500
1 October 2005	\$29,000
1 October 2006	\$29,500
1 October 2007	\$30,500
1 October 2008	\$31,000
1 October 2009	\$32,500

(3) **Section 79 (5)**

It is declared that, on and from the date specified in Column 1 of the Table to this subclause, if the amount of damages that may be awarded for non-economic loss in accordance with section 79 of the *Motor Accidents Act 1988* is more than the amount specified in Column 2 of that Table opposite that specified date but less than the amount specified in Column 3 of that Table opposite that specified date, the following deductions are to be made from that amount:

- (a) if the amount of damages is less than the amount specified in Column 4—the amount to be deducted is the amount specified in Column 2,
- (b) if the amount of damages is not less than the amount specified in Column 4—the amount to be deducted is the amount specified in Column 2 or that amount reduced by \$1,000 for every \$1,000 by which the amount of damages exceeds the amount specified in Column 4.

Motor Accidents (Determination of Non-Economic Loss) Order 2009

Clause 3

Table

Column 1	Column 2	Column 3	Column 4
Operative date	Lower deduction amount	Upper deduction amount	Deduction withdrawal threshold amount
1 October 1990	\$16,050	\$58,850	\$42,800
1 October 1991	\$16,500	\$60,500	\$44,000
1 October 1992	\$17,500	\$64,500	\$47,000
1 October 1993	\$17,500	\$65,000	\$47,000
1 October 1994	\$18,500	\$68,000	\$49,000
1 October 1995	\$19,500	\$72,000	\$52,000
1 October 1996	\$20,500	\$75,500	\$54,500
1 October 1997	\$20,500	\$76,500	\$55,000
1 October 1998	\$21,000	\$79,000	\$57,000
1 October 1999	\$22,000	\$83,500	\$60,000
1 October 2000	\$23,000	\$87,000	\$62,500
1 October 2001	\$24,000	\$90,500	\$65,000
1 October 2002	\$25,000	\$94,500	\$68,000
1 October 2003	\$26,500	\$100,500	\$72,500
1 October 2004	\$27,500	\$104,000	\$75,000
1 October 2005	\$29,000	\$109,500	\$79,000
1 October 2006	\$29,500	\$111,500	\$80,500
1 October 2007	\$30,500	\$116,000	\$84,000
1 October 2008	\$31,000	\$119,000	\$86,000
1 October 2009	\$32,500	\$124,500	\$90,000

Clause 4 Motor Accidents (Determination of Non-Economic Loss) Order 2009

4 Section 79A: Determination of non-economic loss—accidents occurring after midnight on 26.9.95

It is declared that, on and from the date specified in Column 1 of the Table to this clause, the maximum amount that may be awarded for the non-economic loss of an injured person as a consequence of a motor accident that occurred after midnight on 26 September 1995 is the amount specified in Column 2 of that Table opposite that specified date.

Table

Column 1	Column 2
Operative date	Maximum amount of damages for non-economic loss
1 October 1996	\$247,000
1 October 1997	\$250,000
1 October 1998	\$259,000
1 October 1999	\$273,000
1 October 2000	\$284,000
1 October 2001	\$296,000
1 October 2002	\$309,000
1 October 2003	\$329,000
1 October 2004	\$341,000
1 October 2005	\$359,000
1 October 2006	\$366,000
1 October 2007	\$381,000
1 October 2008	\$390,000
1 October 2009	\$408,000

5 Repeal

Every Order made under section 80 of the *Motor Accidents Act 1988* before the commencement of this Order is repealed.



New South Wales

Motor Accidents Compensation (Determination of Loss) Order 2009

under the

Motor Accidents Compensation Act 1999

I, Joseph Tripodi, the Minister for Finance, in pursuance of section 146 of the *Motor Accidents Compensation Act 1999*, make the following Order.

Dated, this 22nd day of September 2009.

JOSEPH TRIPODI, M.P.,
Minister for Finance

Explanatory note

The object of this Order is to adjust, for the year commencing 1 October 2009, the amount that may be awarded for damages:

- (a) for past or future economic loss in relation to persons who have been injured or killed as a consequence of a motor accident, and
- (b) for non-economic loss to persons who have been injured as a consequence of a motor accident.

Section 146 of the *Motor Accidents Compensation Act 1999* requires the Minister to declare the amounts on or before 1 October in each year. The amounts are indexed by reference to movements in average weekly earnings.

An amount specified in this Order applies to the exclusion of the corresponding amount specified in section 125 or 134 of the *Motor Accidents Compensation Act 1999*.

This Order also repeals and consolidates all previous Orders made under section 146 of the *Motor Accidents Compensation Act 1999*.

Clause 1 Motor Accidents Compensation (Determination of Loss) Order 2009

Motor Accidents Compensation (Determination of Loss) Order 2009

under the

Motor Accidents Compensation Act 1999

1 Name of Order

This Order is the *Motor Accidents Compensation (Determination of Loss) Order 2009*.

2 Commencement

This Order commences on 1 October 2009 and is required to be published in the Gazette.

3 Section 125: Damages for past or future economic loss—maximum for loss of earning etc

It is declared that, on and from the date specified in Column 1 of the Table to this clause, in the case of an award under section 125 (1) of the *Motor Accidents Compensation Act 1999*, the court is to disregard the amount (if any) by which an injured or deceased person's net weekly earnings would (but for the injury or death) have exceeded the amount specified in Column 2 of that Table opposite that specified date.

Table

Column 1	Column 2
Operative date	Amount of maximum loss of earning etc (net weekly earnings)
1 October 2000	\$2,603
1 October 2001	\$2,712
1 October 2002	\$2,834
1 October 2003	\$3,021
1 October 2004	\$3,127
1 October 2005	\$3,296
1 October 2006	\$3,362
1 October 2007	\$3,500

Motor Accidents Compensation (Determination of Loss) Order 2009

Clause 4

Column 1	Column 2
Operative date	Amount of maximum loss of earning etc (net weekly earnings)
1 October 2008	\$3,584
1 October 2009	\$3,749

4 Section 134: Maximum amount of damages for non-economic loss

It is declared that, on and from the date specified in Column 1 of the Table to this clause, the maximum amount that may be awarded for non-economic loss of an injured person as a consequence of a motor accident is the amount specified in Column 2 of that Table opposite that specified date.

Table

Column 1	Column 2
Operative date	Maximum amount of damages for non-economic loss
1 October 2000	\$271,000
1 October 2001	\$296,000
1 October 2002	\$309,000
1 October 2003	\$329,000
1 October 2004	\$341,000
1 October 2005	\$359,000
1 October 2006	\$366,000
1 October 2007	\$381,000
1 October 2008	\$390,000
1 October 2009	\$408,000

5 Repeal

Every Order made under section 146 of the *Motor Accidents Compensation Act 1999* before the commencement of this Order is repealed.

OFFICIAL NOTICES

Appointments

COMBAT SPORTS ACT 2008

Appointment of Members to the Combat Sports Authority
of New South Wales

Erratum

THE Combat Sports Act 2008 appointment which appeared in the Government Gazette No. 131 of the 18 September 2009, folio 5120 did not include the Governor's Approval. The notice is now republished in full with the gazettal date remaining 18 September 2009.

- Dr Gail PEARSON;
- Mr John POSPISIL;
- Ms Deborah QUIN; and
- Ms Nermeen SEDRA.

This appointment is made for a period commencing on this day and concluding on 30 June 2010.

Dated this 7th day of September 2009.

VIRGINIA JUDGE, M.P.,
Minister for Fair Trading

COMBAT SPORTS ACT 2008

Appointment of Members to the Combat Sports Authority
of New South Wales

HER Excellency the Governor, with the advice of the Executive Council has approved:

1. pursuant to Section 60(4) of the Combat Sports Act 2008, the following persons be appointed to the office of Member of the Combat Sports Authority of NSW for a term of office commencing on 30 September 2009 and terminating on 30 September 2011: Terence Hartmann, John Clark, David Grainger, Steven Griffiths, Allan Kemp, Laura Jayne Ng, Richard Pinson and Jane Spring.
2. pursuant to Section 60(5)(a) of the Combat Sports Act 2008, Terence Hartmann be appointed to the office of Chair of the Combat Sports Authority of NSW for the above term of office.
3. pursuant to Section 60(5)(b) of the Combat Sports Act 2008, Dr Ameer Ibrahim (a medical practitioner nominated by the Australian Sports Medicine Federation, New South Wales Branch) be appointed to the office of Member of the Combat Sports Authority of NSW for the above term of office.

KEVIN GREENE, M.P.,
Minister for Gaming and Racing
Minister for Sport and Recreation

FAIR TRADING ACT 1987

Fair Trading Advisory Council
Appointment of Chairperson and Members

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

- Ms Elizabeth CROUCH (Chairperson);
- Ms Gae PINCUS;
- Ms Pamela MORGAN;
- Ms Katherine FIELDEN;
- Ms Vicki GERAGHTY;
- Ms Margaret HOLE;
- Ms Penny LE COUTEUR;
- Ms Marisa MASTROIANNI;
- Mr Abdul NAHI;

FAIR TRADING ACT 1987

Motor Vehicle Industry Advisory Council
Appointment of Chairperson and Members

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

- Ms Gae PINCUS (Chairperson);
- Mr Ronald BOWDEN;
- Mr Garry HINGLE;
- Mr James McCALL;
- Mr Grahame McCRAW;
- Mr Robert McDONALD;
- Mr Peter BLANSHARD; and
- Mr Jack HALEY.

This appointment is made for a period commencing on this day and concluding on 30 June 2010.

Dated this 7th day of September 2009.

VIRGINIA JUDGE, M.P.,
Minister for Fair Trading

FAIR TRADING ACT 1987

Property Services Advisory Council
Appointment of Chairperson and Members

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

- Ms Pamela MORGAN (Chairperson);
- Ms Cristine CASTLE;
- Ms Susanne GERVAY;
- Mr Damien HENNESSY;
- Ms Maria LINDERS;
- Mr Phillip LYONS;
- Ms Judith MAHER;
- Mr Chris MARTIN; and
- Mr Donald WRIGHT.

This appointment is made for a period commencing on this day and concluding on 30 June 2010.

Dated this 7th day of September 2009.

VIRGINIA JUDGE, M.P.,
Minister for Fair Trading

FAIR TRADING ACT 1987

Retirement Villages Advisory Council
Appointment of Chairperson and Members

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

- Ms Marisa MASTROIANNI (Chairperson);
- Mr Lawrence BOWER;
- Mr Tom GALLETTA;
- Mr Malcolm GLEDHILL;
- Mr Raymond HARRIS;
- Mr Leonard ROONEY;
- Mr Paul SADLER; and
- Ms Lynne WILKINS.

This appointment is made for a period commencing on this day and concluding on 30 June 2010.

Dated this 7th day of September 2009.

VIRGINIA JUDGE, M.P.,
Minister for Fair Trading

LANDLORD AND TENANT (RENTAL BONDS) ACT 1977

Rental Bond Board
Appointment of Members

PURSUANT to sub-section 6(1)(d) of the Landlord and Tenant (Rental Bonds) Act 1977, I hereby appoint the following members to the Rental Bond Board:

- Ms Sandra McGEE; and
- Ms Ruth DE COSTA SIMON.

The appointment is made for a period commencing on this day and concluding on 30 June 2011.

Dated this 10th day of September 2009.

VIRGINIA JUDGE, M.P.,
Minister for Fair Trading

HOME BUILDING ACT 1989

Home Building Advisory Council
Appointment of Chairperson and Members

PURSUANT to section 115B of the Home Building Act 1989 and Schedule 1 thereto, I hereby appoint the following members to the Home Building Advisory Council:

- Mr Gregory McCARTHY (Chairperson);
- Mr John GARBUTT;
- Ms Penny LE COUTEUR;
- Mr Jacob MAMUTIL;
- Mr Guy McGRATH;
- Mr William Peter MEREDITH;
- Ms Elizabeth OLSSON;
- Mr John SUTTON;
- Mr Graham WOLFE; and
- Mr John WORTHINGTON.

This appointment is made for a period commencing on this day and concluding on 30 June 2010.

Dated this 7th day of September 2009.

VIRGINIA JUDGE, M.P.,
Minister for Fair Trading

Department of Lands

BOARD OF SURVEYING AND SPATIAL INFORMATION

Panorama Avenue (PO Box 143), Bathurst NSW 2795

Phone: (02) 6332 8238 Fax: (02) 6332 8240

SURVEYING ACT 2002

Removal of Name from the Register of Surveyors

PURSUANT to the provisions of the Surveying Act 2002, section 10, the undermentioned Land Surveyors have been removed from the Register of Surveyors.

<i>Name</i>	<i>Date of Removal</i>	<i>Date of Registration</i>
Kelvin Wilson ALEXANDER.	1 September 2009.	7 April 1954.
Keith Douglas APPS.	1 September 2009.	13 March 1987.
Bevan Leslie E. ASHER.	1 September 2009.	9 October 1970.
John Paul BALLENDEN.	1 September 2009.	25 March 1994.
Paul BAYLISS.	1 September 2009.	24 March 1995.
Jamie Brian BOSWELL.	1 September 2009.	3 October 2003.
Adam Geoffrey BRADLEY.	1 September 2009.	7 July 2006.
Phillip John BROWN.	1 September 2009.	9 September 1988.
Evan David CARMAN.	1 September 2009.	30 March 1990.
Matthew William CLEARY.	1 September 2009.	8 October 2001.
Richard Roy COX.	1 September 2009.	23 March 1984.
John Arthur DAVIS.	1 September 2009.	22 November 1999.
Wayne Ronald DAVIS.	1 September 2009.	19 March 1979.
Raymond Paul DILLEY.	1 September 2009.	24 September 1982.
John Clifford DUMBRELL.	1 September 2009.	12 May 1970.
Malcolm Peter DUNWOODIE.	1 September 2009.	2 December 1976.
Jason ESTEPHAN.	1 September 2009.	29 October 2008.
Bruce John FORESTER.	1 September 2009.	30 September 1974.
Robert William GALTON.	1 September 2009.	18 March 1977.
Edward John GARVIN.	1 September 2009.	6 October 1976.
Gregory Ireton GIBSON.	1 September 2009.	24 March 1995.
Geoffrey Allan GOLLEDGE.	1 September 2009.	14 September 1984.
Brian Charles GOWEN.	1 September 2009.	6 October 1976.
Ian Clyde GOWER.	1 September 2009.	20 September 1971.
Wayne Anthony HAYES.	1 September 2009.	9 October 2003.
Peter Robert HOWIE.	1 September 2009.	8 July 2002.
John Charles HUGHES.	1 September 2009.	13 September 1991.
Philip John HUNTER.	1 September 2009.	22 March 1976.
Raymond Mervyn KEABLE.	1 September 2009.	22 December 1997.
Geoffrey Mark LENTON.	1 September 2009.	11 September 1987.
John Peter MARENDY.	1 September 2009.	3 December 1975.
Stephen Charles MAY.	1 September 2009.	24 April 2008.
Laurance Cecil McDONALD.	1 September 2009.	20 September 1971.
Mark John MCDUGALL.	1 September 2009.	14 September 1990.
James Robert MCLAURIN.	1 September 2009.	11 August 2006.
Patrick Thomas MEEHAN.	1 September 2009.	5 December 2003.
David Allan MEPSTEAD.	1 September 2009.	18 March 1977.
Donald Henry MORE.	1 September 2009.	28 October 1952.
Garth Alexander MOXON.	1 September 2009.	27 November 2006.
Frank Langley O'ROURKE.	1 September 2009.	13 March 1981.
Edward PALAITIS.	1 September 2009.	17 March 1969.
Anthony John C. PROUST.	1 September 2009.	18 March 1983.

<i>Name</i>	<i>Date of Removal</i>	<i>Date of Registration</i>
Andrew John REAY.	1 September 2009.	9 November 2005.
Stephen Derek RUSSELL.	1 September 2009.	8 April 1997.
Graeme Charles SAYER.	1 September 2009.	24 March 1995.
Mark Leslie SEARLES.	1 September 2009.	25 June 2001.
Peter SMITH.	1 September 2009.	19 March 1982.
Michael John STYNES.	1 September 2009.	23 September 1971.
Paul Norman SWAN.	1 September 2009.	18 March 1977.
Philip Murray THOMAS.	1 September 2009.	14 August 1989.
John James TIERNEY.	1 September 2009.	10 April 1967.
Anthony Damien TODARELLO.	1 September 2009.	11 September 1987.
Carol Joy WEEKES.	1 September 2009.	25 March 1994.
Keith Burton WESTBROOK.	1 September 2009.	12 November 2008.
Mark Owen WILLIAMS.	1 September 2009.	10 April 2006.
David Mervyn YATES.	1 September 2009.	5 October 1965.
Leslie Robert YOUNG.	1 September 2009.	29 September 1969.

W. A. WATKINS, President
S. G. GLENCORSE, Registrar

SURVEYING ACT 2002

Removal of Name from the Register of Surveyors

PURSUANT to the provisions of the Surveying Act 2002, section 10, the undermentioned Mining Surveyors Unrestricted have been removed from the Register of Surveyors.

<i>Name</i>	<i>Date of Removal</i>	<i>Date of Registration</i>
Geoffrey Peter ARNOLD.	1 September 2009.	8 April 2005.
Ricki James CLIFFORD.	1 September 2009.	21 August 2003.
Gregory FRANKCOM.	1 September 2009.	25 November 2003.
Michael John FURNER.	1 September 2009.	29 October 2003.
Luke James HAMSON.	1 September 2009.	13 October 2006.
Andrew James LOOMES.	1 September 2009.	28 July 2003.

W. A. WATKINS, President
S. G. GLENCORSE, Registrar

SURVEYING ACT 2002

Restoration of Name to the Register of Surveyors

PURSUANT to the provisions of the Surveying Act 2002, section 10 (1) (a), the undermentioned Land Surveyor has been restored to the Register of Surveyors.

<i>Name</i>	<i>Date of Original Registration</i>	<i>Removal Date</i>	<i>Restoration Date</i>
Anthony John EKERT.	4 May 2001.	1 September 2007.	18 August 2009.
Mark John McDOUGALL.	14 September 1990.	1 September 2009.	4 September 2009.
Paul Norman SWAN.	18 March 1977.	1 September 2009.	4 September 2009.
Anthony Robert TIMS.	13 March 1981.	1 September 2008.	3 September 2009.
Mark Owen WILLIAMS.	10 April 2006.	1 September 2009.	4 September 2009.

W. A. WATKINS, President
S. G. GLENCORSE, Registrar

GOULBURN OFFICE

159 Auburn Street (PO Box 748), Goulburn NSW 2580

Phone: (02) 4824 3700 Fax: (02) 4822 4287

NOTIFICATION OF CLOSING OF A ROAD

IN pursuance of the provisions of the Roads Act 1993, the roads hereunder described are closed and the lands comprised therein cease to be public roads and the rights of passage and access that previously existed in relation to the roads are extinguished. Upon closing, titles to the lands, comprising the former public roads, vests in the body specified in the Schedules hereunder.

TONY KELLY, M.L.C.,
Minister for Lands

Description

*Parish – Wayo; County – Argyle;
Land District – Goulburn; L.G.A. – Upper Lachlan*

Lot 4, DP 1140098 (not being land under the Real Property Act).

File No.: 09/01699:JK.

Schedule

On closing, the title for the land in Lot 4, DP 1140098 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Wayo; County – Argyle;
Land District – Goulburn; L.G.A. – Upper Lachlan*

Lots 2 and 3, DP 1140098 (not being land under the Real Property Act).

File No.: GB05 H 233:JK.

Schedule

On closing, the title for the land in Lots 2 and 3, DP 1140098 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Wayo; County – Argyle;
Land District – Goulburn; L.G.A. – Upper Lachlan*

Lot 1, DP 1140098 (not being land under the Real Property Act).

File No.: 09/01698:JK.

Schedule

On closing, the title for the land in Lot 1, DP 1140098 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Kangaloon; County – Camden;
Land District – Moss Vale; L.G.A. – Wingecarribee*

Lot 2, DP 1141277 (not being land under the Real Property Act).

File No.: GB05 H 165:JK.

Schedule

On closing, the title for the land in Lot 2, DP 1141277 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Kangaloon; County – Camden;
Land District – Moss Vale; L.G.A. – Wingecarribee*

Lot 1, DP 1141277 (not being land under the Real Property Act).

File No.: 08/4560:JK.

Schedule

On closing, the title for the land in Lot 1, DP 1141277 remains vested in the State of New South Wales as Crown Land.

GRAFTON OFFICE
76 Victoria Street (Locked Bag 10), Grafton NSW 2460
Phone: (02) 6640 3400 Fax: (02) 6642 5375

ERRATUM

*Land District – Grafton;
 Council – Clarence Valley Council*

THE notification appearing in the *New South Wales Government Gazette* of 23 October 1992, Folio 7816, under the heading “Addition to Reserved Crown Land” under Column 1 in respect of the DP number, replace D.P. 751371 with D.P. 721126.

File No.: GF89 R 52.

TONY KELLY, M.L.C.,
 Minister for Lands

ERRATUM

*Land District – Murwillumbah;
 Council – Tweed Shire Council*

THE notification appearing in the *New South Wales Government Gazette* of 18 September, Folio 5123, under the heading “Appointment of Reserve Trust” under Column 2 in respect of the Part Reserve No., replace 1012196 with 1012191.

File No.: GF91 R 10.

TONY KELLY, M.L.C.,
 Minister for Lands

APPOINTMENT OF RESERVE TRUST

PURSUANT to section 92(1) of the Crown Lands Act 1989, the existing reserve trust specified in Column 1 of the Schedule hereunder, is appointed as trustee of the reserves specified in Column 2 of the Schedule.

TONY KELLY, M.L.C.,
 Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
North Coast Accommodation Trust.	Part Reserve No. 1012196, (being Lot 7005, DP 1113421). Parish: Brunswick. County: Rous. Public Purpose: Access, public requirements, rural services, tourism purposes and environmental and heritage conservation. Notified: 1 September 2006. Approximately 2200 square metres. File No.: 09/07091.

NOTIFICATION OF CLOSING OF ROAD

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

TONY KELLY, M.L.C.,
 Minister for Lands

Description

Land District – Casino; L.G.A. – Kyogle

Road Closed: Lot 1, DP 1141877 at Roseberry Creek, Parish Sherwood, County Rous.

File No.: GF06 H 131.

Schedule

On closing, the land within Lot 1, DP 1141877 remains vested in the State of New South Wales as Crown Land.

Description

Land District – Bellingen; L.G.A. – Bellingen

Road Closed: Lot 1, DP 1141144 at Kalang, Parish Gladstone, County Raleigh.

File No.: GF05 H 914.

Schedule

On closing, the land within Lot 1, DP 1141144 remains vested in the State of New South Wales as Crown Land.

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

NOTIFICATION OF CLOSING OF PUBLIC ROAD

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE 1

Parish – Oxley; County – Cooper;
Land District – Narrandera; L.G.A. – Carrathool

Road Closed: Lot 1, DP 1142353.

File No.: 09/02876 (MR).

Note: On closing, title to the land comprised in Lot 1 remains vested in the Crown as Crown Land.

SCHEDULE 2

Parish – Ungarie; County – Gipps;
Land District – Wyalong; L.G.A. – Bland

Road Closed: Lot 1, DP 1135305.

File No.: 08/5942 (MR).

Note: On closing, title to the land comprised in Lot 1 remains vested in the Crown 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 Schedules hereunder, are appointed for the terms of office specified, as members of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedules.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Geoffrey Harold WRIGHT (re-appointment), Arthur Joseph IRONS (re-appointment), Warwick Hunter ANDERSON (re-appointment).	Sandigo Recreation and Hall Trust.	Reserve No.: 89786. Public Purpose: Public recreation and public hall. Notified: 30 April 1976. File No.: GH89 R 162/1.

Term of Office

For a term commencing the date of this notice and expiring 24 September 2014.

SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Andrew TAYLOR (re-appointment), Jim WRIGHT (new member), Ronald Paul BUSH (new member), Graeme Jon MAXWELL (re-appointment), Adam PERRY (re-appointment).	Barmedman Mineral Pool Reserve Trust.	Reserve No.: 79792. Public Purpose: Public recreation. Notified: 9 August 1957. File No.: GH93 R 43/2.

Term of Office

For a term commencing the date of this notice and expiring 24 September 2014.

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

NOTIFICATION OF CLOSING OF PUBLIC ROAD

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

TONY KELLY, M.L.C.,
Minister for Lands

Description

Land District of Deniliquin; L.G.A. – Murray

Lot 1 in DP 1134119, Parish of Citgathen, County of Townsend.

File No.: HY92 H 46.

Note: On closing, title for the land comprised in Lot 1, DP 1134119 remains vested in the State of New South Wales as Crown Land.

REVOCATION OF RESERVATION OF CROWN LAND

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

Column 1

Land District: Hay.
Local Government Area:
Hay Shire Council.
Locality: Hay.
Reserve No.: 89066.
Public Purpose: Shire
Council Chambers.
Notified: 2 November 1973.
File No.: HY81 R 145.

Note: It is the intention to add Lot 7025, DP 1023962 to adjoining Reserve 89063 for public recreation.

Column 2

The whole being Lot 7025, DP No. 1023962, Parish Hay, County Waradgery, of an area of 3848 square metres.

ADDITION TO RESERVED CROWN LAND

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

Column 1

Land District: Hay.
Local Government Area:
Hay Shire Council.
Locality: Hay.
Lot 7025, DP No. 1023962,
Parish Hay,
County Waradgery.
Area: 3842 square metres.
File No.: HY79 R 23.

Column 2

Reserve No.: 89063.
Public Purpose: Public
recreation addition.
Notified: 2 November 1973.
Lot 2, DP No. 1046016,
Parish Hay,
County Waradgery.
Lot 7311, DP No. 1139134,
Parish Hay,
County Waradgery.
Lot 109, DP No. 756755,
Parish Hay,
County Waradgery.
Lot 1, DP No. 1046016,
Parish Hay,
County Waradgery.
Lot 7023, DP No. 1059902,
Parish Hay,
County Waradgery.
Lot 216, DP No. 756755,
Parish Hay,
County Waradgery.
New Area: 18.04 hectares.

ERRATUM

Correction of Notice

IN the *New South Wales Government Gazette* dated 21 August 2009 (Folio 4822), under the heading "Appointment of Trust Board Members" relating to Reserve 37893 please omit all of the names shown in Column 1 - Being Jason Scott Mitchell (new member), Jason Scott Mitchell (new member), John Charles Merrylees (re-appointment), Catherine Margaret Merrylees (re-appointment), Michael Stuart Armstrong (new member), Henry Ambrose Cattanach (re-appointment), Margaret Ann Cattanach (re-appointment) and replace with Mark Norman CAMERON (new member), Jason Scott Mitchell (new member), John Charles Merrylees (re-appointment), Catherine Margaret Merrylees (re-appointment), Michael Stuart Armstrong (new member), Henry Ambrose Cattanach (re-appointment), Margaret Ann Cattanach (re-appointment).

MAITLAND OFFICE

Corner Newcastle Road and Banks Street (PO Box 6), East Maitland NSW 2323

Phone: (02) 4937 9300 Fax: (02) 4934 2252

NOTIFICATION OF CLOSING OF PUBLIC ROAD

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

TONY KELLY, M.L.C.,
Minister for Lands

Description

*Parish – Denman; County – Brisbane;
Land District – Muswellbrook; L.G.A. – Muswellbrook*

Road Closed: Lot 1, DP 1140485 (not being land under the Real Property Act).

File No.: MD06 H 396.

Schedule

On closing, the land within Lot 1, DP 1140485 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Dora; County – Northumberland;
Land District – Newcastle;
Local Government Area – Lake Macquarie*

Road Closed: Lots 105 and 106, DP 1136694 at Martinsville.

File No.: MD06 H 34.

Schedule

On closing, the land within Lots 105 and 106, DP 1136694 remains vested in Lake Macquarie City Council as operational land for the purposes of the Local Government Act 1993.

Council's Reference: F2004/10169.

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.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE 1

*Parish – Wilmont; County – Gloucester;
Land District – Maitland;
Local Government Area – Port Stephens Council*

Crown public road known as Wallaroo Road, from Italia Road to the most western boundary of Lot 21, DP 715371 having a variable width of 20.116 metres, located at East Seaham (being the highlighted section shown on the diagram below).



SCHEDULE 2

Roads Authority: Port Stephen's Council.

Council's Reference: A2004-0742.

Lands File Reference: 09/10988.

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

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

TONY KELLY, M.L.C.,
Minister for Lands

Description

*Parish – Wolumla; County – Auckland;
Land District – Bega;
Local Government Area – Bega Valley*

Road Closed: Lot 1, DP 1142383 at Wolumla.

File No.: NA05 H 333.

Schedule

On closing, the land within Lot 1, DP 1142383 remains vested in State of New South Wales as Crown Land.

Description

*Parish – Terragong; County – Camden;
Land District – Kiama;
Local Government Area – Shellharbour*

Road Closed: Lot 101, DP 1134848 at Shellharbour.

File No.: NA07 H 92.

Schedule

On closing, the land within Lot 101, DP 1134848 remains vested in Shellharbour City Council as operational land for the purposes of the Local Government Act 1993.

Council Reference: AAB26-5674543.

Description

*Parish – Bunberrra; County – Camden;
Land District – Nowra;
Local Government Area – Shoalhaven*

Road Closed: Lot 1, DP 1132966 at Beaumont.

File No.: NA05 H 276.

Schedule

On closing, the land within Lot 1, DP 1132966 remains vested in State of New South Wales as Crown Land.

Description

*Parishes – Mumbulla and Brogo; County – Auckland
Land District – Bega;
Local Government Area – Bega Valley*

Road Closed: Lots 1-6 inclusive, DP 1139322 at Brogo, Stony Creek and Angledale.

File Nos: NA06 H 157 and 08/2781.

Schedule

On closing, the land within Lots 1-6 inclusive, DP 1139322 remains vested in State of New South Wales as Crown Land.

Description

*Parish – Moruya; County – Dampier;
Land District – Moruya;
Local Government Area – Eurobodalla*

Road Closed: Lot 1, DP 1141065 at Moruya.

File No.: NA07 H 186.

Schedule

On closing, the land within Lot 1, DP 1141065 remains vested in State of New South Wales as Crown Land.

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

REVOCATION OF RESERVATION OF CROWN LAND

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Parkes.	Part being Lot 1, DP No.
Local Government Area: Parkes.	1135352, Parish Currajong,
Locality: Parkes.	County Ashburnham, of an
Reserve No.: 750152.	area of 6,839 square metres.
Public Purpose: Future public requirements.	
Notified: 18 July 2008.	
File No.: OE80 H 794.	

Note: This notice is published in lieu of notice in gazettes dated 21 August 2009, Folio 4824 and Notice of 4 September 2009, Folio 4955 (Erratum).

ADDITION TO RESERVED CROWN LAND

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Lithgow.	Reserve No.: 1001056.
Local Government Area: Lithgow City Council.	Public Purpose: Public recreation, environmental protection and heritage purposes.
Locality: Six Foot Track.	Notified: 27 February 1998.
Lot 16, DP No. 757035, Parish Alfred, County Westmoreland.	Lot 1, DP No. 817866, Parish Ganbenang, County Westmoreland.
Area: 108.98 hectares.	Lot 2, DP No. 817866, Parish Ganbenang, County Westmoreland.
File No.: OE97 R 6/1.	Lot 3, DP No. 817866, Parish Ganbenang, County Westmoreland.
	Lot 6, DP No. 821873, Parish Ganbenang, County Westmoreland.
	Lot 1, DP No. 48750, Parish Megalong, County Cook.

Column 1

Column 2

Lot 3, DP No. 48750, Parish Megalong, County Cook.
 Lot 33, DP No. 727011, Parish Alfred, County Westmoreland.
 Lot 1, DP No. 1003555, Parish Megalong, County Cook.
 Lot 2, DP No. 1003555, Parish Megalong, County Cook.
 Lot 1, DP No. 45733, Parish Megalong, County Cook.
 Lot 2, DP No. 45733, Parish Megalong, County Cook.
 Lot 3, DP No. 45733, Parish Megalong, County Cook.
 Lot 7020, DP No. 1000950, Parish Megalong, County Cook.
 Lot 2, DP No. 48750, Parish Megalong, County Cook.
 New Area: 136 hectares.

Note: The affected part of Reserve 190027 is hereby revoked.

NOTIFICATION OF CLOSING OF PUBLIC ROAD

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

TONY KELLY, M.L.C.,
Minister for Lands

Description

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

Road Closed: Lot 20 in Deposited Plan 1143214.

File No.: 08/11472.

Note: On closing, the land within Lot 20, DP 1143214 remains vested in Bathurst Regional Council as operational land for the purposes of the Local Government Act 1993.

Council Reference: DA2009/0419.

SYDNEY METROPOLITAN OFFICE
Level 12, Macquarie Tower, 10 Valentine Avenue, Parramatta 2150
(PO Box 3935, Parramatta NSW 2124)
Phone: (02) 8836 5300 Fax: (02) 8836 5365

ROADS ACT 1993

ORDER

Transfer of a Crown Road to 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.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE 1

Land District – Windsor;
Local Government Area – The Hills Shire;
Parish – Maroota; County – Cumberland

The unformed Crown public road between Halcrows Road, Glenorie and Lot 2, DP 734329 as shown by solid black shading on the diagram hereunder.



SCHEDULE 2

Roads Authority: The Hills Shire Council.

File No.: 09/11049.

Council's Reference: Ben Hawkins.

TAMWORTH OFFICE**25-27 Fitzroy Street (PO Box 535), Tamworth NSW 2340****Phone: (02) 6764 5100 Fax: (02) 6766 3805****ROADS ACT 1993****ORDER**

Transfer of Crown Road to Council

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE 1

*Parish – Moonbi; County – Inglis;
Land District – Tamworth; L.G.A. – Tamworth Regional*

Crown public road described as north of Lot 3, DP 365062 and north of Lots 341 and 342, DP 1128683.

SCHEDULE 2

Roads Authority: Tamworth Regional Council.

File No.: TH0 H 355.

SCHEDULE 1

*Parish – Moonbi; County – Inglis;
Land District – Tamworth; L.G.A. – Tamworth Regional*

Crown public road described as south of Lot 27, DP 753841 and road south of Lot 1, DP 786315, between Reserve No. 96439 and Lot 27, DP 753841.

SCHEDULE 2

Roads Authority: Tamworth Regional Council.

File No.: TH05 H 314.

SCHEDULE 1

*Parish – Nundle; County – Parry;
Land District – Tamworth; L.G.A. – Tamworth Regional*

Crown public road described as north-west of Lot 1, DP 34570 and north-west of Lot 197, DP 755335.

SCHEDULE 2

Roads Authority: Tamworth Regional Council.

File No.: TH05 H 151.

NOTIFICATION OF CLOSING OF A ROAD

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

TONY KELLY, M.L.C.,
Minister for Lands

Description

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

Road Closed: Lot 1 in Deposited Plan 1139510, Parish Woolomin, County Parry.

File No.: TH05 H 272.

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

Description

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

Road Closed: Lot 1 in Deposited Plan 1142354, Parish Woolomin, County Parry.

File No.: 07/4947.

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

WAGGA WAGGA OFFICE
Corner Johnston and Tarcutta Streets (PO Box 60), Wagga Wagga NSW 2650
Phone: (02) 6937 2700 Fax: (02) 6921 1851

APPOINTMENT OF TRUST BOARD MEMBERS

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

TONY KELLY, M.L.C.,
 Minister for Lands

SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Patrick Norman CONDELL (new member), Ryan DENNIS (new member), Jennifer WILLIS (new member), John Edward FRANCIS (re-appointment), Mark PHEGAN (re-appointment), Bruce Knox MATHEW (re-appointment), David James MEIKLEJOHN (re-appointment).	Downside Recreation Reserve and Public Hall Trust.	Reserve No.: 97653. Public Purpose: Public hall and public recreation. Notified: 11 January 1985. File No.: WA86 R 2/2.

Term of Office

For a term commencing the date of this notice and expiring 24 September 2014.

SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
James Frederick WARREN (new member), Peter DALEY (re-appointment), Allan Mellville SMART (re-appointment), George SMART (re-appointment), Geoffrey Laurence LEMON (re-appointment), Phillip Malcolm MAKEHAM (re-appointment), David GUYMER (new member).	Nangus Recreation Reserve and Public Hall Trust.	Reserve No.: 97396. Public Purpose: Public recreation and public hall. Notified: 17 August 1984. File No.: WA79 R 98/2.

Term of Office

For a term commencing the date of this notice and expiring 24 September 2014.

Department of Primary Industries

MINERAL RESOURCES

NOTICE is given that the following applications have been received:

EXPLORATION LICENCE APPLICATIONS

(T09-0170)

No. 3784, OXLEY EXPLORATION PTY LTD (ACN 137 511 141), area of 49 units, for Group 1, dated 16 September, 2009. (Cobar Mining Division).

(T09-0171)

No. 3785, AWATI RESOURCES PTY LTD (ACN 106 020 419), area of 53 units, for Group 1, dated 18 September, 2009. (Broken Hill Mining Division).

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

NOTICE is given that the following applications have been granted:

MINING LEASE APPLICATIONS

(C01-0367)

Orange No. 197, now Mining Lease No. 1635 (Act 1992), COALPAC PTY LIMITED (ACN 003 558 914), Parish of Cullen Bullen, County of Roxburgh, Map Sheet (8931-3-N), area of 22.99 hectares, to mine for coal, dated 10 September, 2009, for a term until 10 September, 2030.

(08-8606)

Orange No. 325, now Mining Lease No. 1635 (Act 1992), COALPAC PTY LIMITED (ACN 003 558 914), Parish of Cullen Bullen, County of Roxburgh, Map Sheet (8931-3-N), area of 22.99 hectares, to mine for coal, dated 10 September, 2009, for a term until 10 September, 2030.

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

NOTICE is given that the following applications have been withdrawn:

EXPLORATION LICENCE APPLICATIONS

(T09-0054)

No. 3666, AWATI RESOURCES PTY LTD (ACN 106 020 419), County of Evelyn, Map Sheet (7238). Withdrawal took effect on 18 September, 2009.

(T09-0055)

No. 3667, AWATI RESOURCES PTY LTD (ACN 106 020 419), County of Evelyn, Map Sheet (7238). Withdrawal took effect on 18 September, 2009.

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

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

(05-3932)

Authorisation No. 232, AIRLY COAL PTY LIMITED (ACN 078 693 722), area of 3054 hectares. Application for renewal received 16 September, 2009.

(05-3696)

Authorisation No. 295, GUJARAT NRE FCGL PTY LTD (ACN 111 928 762), area of 1151 hectares. Application for renewal received 22 September, 2009.

(T93-0680)

Exploration Licence No. 4616, NEWCREST MINING LIMITED (ACN 005 683 625), area of 4 units. Application for renewal received 21 September, 2009.

(06-1155)

Exploration Licence No. 5629, CAPITAL MINING LIMITED (ACN 104 551 171), area of 4 units. Application for renewal received 18 September, 2009.

(T03-0006)

Exploration Licence No. 6140, ISOKIND PTY LIMITED (ACN 081 732 498), area of 46 units. Application for renewal received 18 September, 2009.

(04-586)

Exploration Licence No. 6343, VALE INCO RESOURCES (AUSTRALIA) PTY LTD (ACN 096 361 876), area of 128 units. Application for renewal received 21 September, 2009.

(05-2637)

Exploration Licence No. 6467, WARATAH COAL PTY LTD (ACN 114 165 669), area of 3200 hectares. Application for renewal received 21 September, 2009.

(05-213)

Exploration Licence No. 6472, JOHN LESLIE LOVE, area of 4 units. Application for renewal received 23 September, 2009.

(05-194)

Exploration Licence No. 6473, PLATSEARCH NL (ACN 003 254 395), area of 31 units. Application for renewal received 17 September, 2009.

(05-195)

Exploration Licence No. 6474, PLATSEARCH NL (ACN 003 254 395), area of 17 units. Application for renewal received 17 September, 2009.

(06-7047)

Exploration Licence No. 6888, QUIDONG MINERALS PTY LTD (ACN 121 671 323), area of 12 units. Application for renewal received 18 September, 2009.

(07-173)

Exploration Licence No. 6897, BALRANALD GYPSUM PTY LTD (ACN 081 196 947), area of 4 units. Application for renewal received 22 September, 2009.

(07-316)

Exploration Licence No. 6918, KOKONG HOLDINGS PTY LTD (ACN 008 622 348), area of 100 units. Application for renewal received 21 September, 2009.

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(C91-0015)

Authorisation No. 438, BENGALLA MINING COMPANY PTY LIMITED (ACN 053 909 470), County of Brisbane, Map Sheet (9033), area of 660 M2, for a further term until 7 May 2014. Renewal effective on and from 18 August 2009.

(T03-1003)

Exploration Licence No. 6209, AJAX JOINERY PTY LIMITED (ACN 000 195 228), County of Lincoln, Map Sheet (8733), area of 3 units, for a further term until 11 March, 2010. Renewal effective on and from 16 September, 2009.

(09-5997)

Exploration Licence No. 6212, LONGREACH OIL LIMITED (ACN 000 131 797) AND HOT ROCK ENERGY PTY LTD (ACN 069 284 733), Counties of Camden and Cumberland, Map Sheets (8928, 8929, 9028, 9029), area of 490 units, for a further term until 3 March, 2010. Renewal effective on and from 17 September, 2009.

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

TRANSFER

(05-3696)

Authorisation No. 295, formerly held by ENDEAVOUR COAL PTY LIMITED (ACN 099 830 476) has been transferred to GUJARAT NRE FCGL PTY LTD (ACN 111 928 762). The transfer was registered on 9 September, 2009.

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

CANCELLATION

NOTICE is given that the following applications for cancellation have been received.

(T08-0063)

Exploration Licence No. 7209, NEWSIGHT RESOURCES PTY LIMITED (ACN 122 182 129). County of Cooper, Map Sheet (8229), area of 14 units. Request for Cancellation was received on 21 September 2009.

(T08-0021)

Exploration Licence No. 7147, CAPITAL MINING LIMITED (ACN 104 551 171), Counties of Evelyn, Togowoko and Yantara, Map Sheet (7338). Request for cancellation was received on 17 September 2009.

(T08-0251)

Exploration Licence No. 7338, UNIMIN AUSTRALIA LIMITED (ACN 000 971 84), County of Roxburgh, Map Sheet (8832). Request for Cancellation was received on 16 September 2009.

NSW MINERALS MINISTERIAL ADVISORY COUNCIL

Instrument of Appointment

I, IAN MACDONALD MLC, Minister for Mineral Resources hereby appoint the following persons as further members of the NSW Minerals Ministerial Advisory Council for a period of three years from the date of this instrument:

Mr David Ian CHALMERS and
Mr Brad MULLARD

Dated this 15th day of September 2009.

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

PLANT DISEASES ACT 1924

Proclamation P203

Proclamation to regulate the importation, introduction or bringing into New South Wales of regulated items that are likely to introduce the disease onion smut.

Her Excellency Professor
MARIE BASHIR, A.C., C.V.O., Governor

I, Professor MARIE BASHIR, A.C., C.V.O., Governor of the State of New South Wales, with the advice of the Executive Council pursuant to section 4 (1) of the Plant Diseases Act 1924 and being of the opinion that the importation, introduction or bringing of the regulated items specified in clause (1) into the State is likely to introduce the pathogen *Urocystis cepulae* into the State, hereby regulate the importation, introduction or bringing of such items as follows:

- (1) the importation, introduction and bringing into New South Wales of the following regulated items is prohibited:
 - (a) the pathogen *Urocystis cepulae* or anything infected with the pathogen; and
 - (b) all plants and parts of plants of the genus *Allium*; and
 - (c) machinery and equipment that has been used to cultivate, harvest or transport plants, bulbs or seeds of the genus *Allium*; and
 - (d) soil; and
 - (e) used packaging, coverings or any item that has come into contact with the pathogen or come into contact with anything infected with the pathogen.
- (2) Clause (1) does not apply if:
 - (a) the regulated item was grown, sourced, packed or used on a property located in a state or territory, or part of a state or territory, for which an Area Freedom Certificate is currently in force; or

- (b) the consignment is accompanied by a Plant Health Certificate or Plant Health Assurance Certificate certifying that the regulated item is imported, introduced or brought into New South Wales according to the written conditions of movement, as approved from time to time by a designated Director of the Department of Industry and Investment; or
 - (c) a specific written approval has been issued by a designated Director of the Department of Industry and Investment and the regulated item is imported, introduced or brought into New South Wales in compliance with any conditions specified in that approval.
- (3) The Plant Health Certificate or the Plant Health Assurance Certificate must be produced on demand to an inspector appointed under section 11 of the Plant Diseases Act 1924.

Definitions

“a designated Director, Department of Industry and Investment” means the person occupying or acting in the position of Principal Director, Biosecurity; or Director, Compliance Operations, or Director, Compliance Standards and Livestock Health & Pest Authorities Alliance.

“Area Freedom Certificate” means a certificate issued by the Chief Plant Health Manager responsible for quarantine in the state or territory declaring that the State or Territory, or part thereof is free from the disease onion smut caused by *Urocystis cepulae*.

“Plant Health Certificate” means a certificate issued by a person authorised to do so by the primary industries department of the relevant state or territory, certifying that the regulated item has been introduced, imported or brought into New South Wales in compliance with Subclause (2).

“Plant Health Assurance Certificate” means a certificate issued by a business accredited under an accreditation scheme authorised by the primary industries department in the relevant state or territory, certifying that the regulated item has been introduced, imported or brought into New South Wales in compliance with Subclause (2).

“soil” includes any natural or artificial medium in which plants are grown or supported.

The genus “Allium” includes crops such as onion, garlic, leek, chives and shallot.

Note: The Department of Industry and Investment reference is P203.

For further information contact the Department on (02) 6391 3575 or (02) 6391 3747.

Signed and seal at Sydney this 16th day of September 2009.

By Her Excellency’s Command,

IAN MACDONALD, M.L.C.,
Minister for Primary Industries

GOD SAVE THE QUEEN!

PLANT DISEASES ACT 1924

Proclamation P204

Proclamation to regulate the importation, introduction or bringing into New South Wales of regulated items that are likely to introduce the Tropical race 4 of Panama disease

Her Excellency Professor
MARIE BASHIR, A.C., C.V.O., Governor.

I, Professor MARIE BASHIR, A.C., C.V.O., Governor of the State of New South Wales, with the advice of the Executive Council pursuant to section 4(1) of the Plant Diseases Act 1924 and being of the opinion that the importation, introduction or bringing of the regulated items specified in clause (1) into the State is likely to introduce the pathogen *Fusarium oxysporum* f.sp. *cubense* Tropical race 4 into the State, hereby regulate the importation, introduction or bringing of such items as follows:

- (1) the importation, introduction and bringing into New South Wales of the following regulated items is prohibited:
 - (a) the pathogen (*F. oxysporum* f.sp. *cubense* Tropical race 4) or anything infected with the pathogen; and
 - (b) all plants and parts of plants (excluding fruit) of the family Musaceae; and
 - (c) machinery and equipment that has been used to cultivate, harvest or transport banana plants; and
 - (d) used packaging, coverings or any item that has come into contact with the pathogen or has come into contact with anything infected with the pathogen; and
 - (e) soil.
- (2) Clause (1) does not apply if:
 - (a) the regulated item was grown, sourced, packed or used on a property located in a state or territory, or part of a state or territory, for which an Area Freedom Certificate is currently in force; or
 - (b) the consignment is accompanied by a Plant Health Certificate or Plant Health Assurance Certificate certifying that the regulated item is imported, introduced or brought into New South Wales according to the written conditions of movement, as approved from time to time by a designated Director of the Department of Industry and Investment; or
 - (c) a specific written approval has been issued by a designated Director of the Department of Industry and Investment and the regulated item is imported, introduced or brought into New South Wales in compliance with any conditions specified in that approval.
- (3) The Plant Health Certificate or the Plant Health Assurance Certificate must be produced on demand to an inspector appointed under section 11 of the Plant Diseases Act 1924.

Definitions

“a designated Director, Department of Industry and Investment” means the person occupying or acting in the position of Principal Director, Biosecurity; or Director, Compliance Operations, or Director, Compliance Standards and Livestock Health & Pest Authorities Alliance.

“Area Freedom Certificate” means a certificate issued by the Chief Plant Health Manager responsible for quarantine in the state or territory declaring that the state or territory, or part thereof is free from Panama disease (*Fusarium oxysporum* f.sp. cubense Tropical race 4).

“Plant Health Certificate” means a certificate issued by a person authorised to do so by the primary industries department of the relevant state or territory certifying that the regulated item has been introduced, imported or brought in New South Wales in compliance with Subclause (2).

“Plant Health Assurance Certificate” means a certificate issued by a business accredited under an accreditation scheme authorised by the primary industries department of the relevant state or territory certifying that the regulated item has been introduced, imported or brought into New South Wales in compliance with Subclause (2).

“soil” includes any natural or artificial medium in which plants are grown or supported.

Note: The Department of Industry and Investment reference is P204.

For further information contact the Department on (02) 6391 3575 or (02) 6391 3593.

Signed and seal at Sydney this 16th day of September 2009.

By Her Excellency’s Command,

IAN MACDONALD, M.L.C.,
Minister for Primary Industries

GOD SAVE THE QUEEN!

Roads and Traffic Authority

ROAD TRANSPORT (GENERAL) ACT 2005

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

I, MICHAEL BUSHBY, Chief Executive of the Roads and Traffic Authority, in pursuance of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which Road Trains may be used subject to any requirements or conditions set out in the Schedule.

MICHAEL BUSHBY,
Chief Executive,
Roads and Traffic Authority

SCHEDULE

1. Citation

This Notice may be cited as the Roads and Traffic Authority Road Train Notice No. 03/2009.

2. Commencement

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

3. Effect

This Notice remains in force until 30 September 2010 from the date of gazettal unless it is amended or repealed earlier.

4. Application

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

5. Routes

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
RT.	17.	Newell Highway.	Gillenbah.	Jolly's Lane.

ROADS ACT 1993

Notice of Dedication of Land as Public Road
at Woonona
in the Wollongong City Council area

THE Roads and Traffic Authority of New South Wales, by its delegate, dedicates the land described in the schedule below as public road under section 10 of the Roads Act 1993.

T D Craig
Manager, Compulsory Acquisition & Road Dedication
Roads and Traffic Authority of New South Wales

SCHEDULE

All those pieces or parcels of land situated in the Wollongong City Council area, Parish of Woonona and County of Camden, shown as:

Lot 21 Deposited Plan 1110082; and

Lot 2 Deposited Plan 1142616.

(RTA Papers: F8/497.11328)

ROADS ACT 1993

Notice of Dedication of Land as Public Road
at Aarons Pass
in the Mid-Western Regional Council area

THE Roads and Traffic Authority of New South Wales, by its delegate, dedicates the land described in the schedule below as public road under section 10 of the Roads Act 1993.

T D Craig
Manager, Compulsory Acquisition & Road Dedication
Roads and Traffic Authority of New South Wales

SCHEDULE

All those pieces or parcels of land situated in the Mid-Western Regional Council area, Parish of Tabrabucca and County of Roxburgh, shown as Lots 25, 26 and 32 Deposited Plan 1135745.

(RTA Papers: FPP 7M1507; RO 18/308.156)

Department of Water and Energy

WATER MANAGEMENT ACT 2000

Order under Section 324 (1)

TEMPORARY WATER RESTRICTIONS

Mid Murrumbidgee Groundwater Management Area 013

PURSUANT to section 324 (1) of the Water Management Act 2000, I, DAVID HARRISS, having delegated authority from the Minister for Water, on being satisfied that it is necessary to do so in the public interest to cope with a threat to public health and safety, do, by this Order, direct that the taking of water from the water sources specified in Schedule 1, is prohibited.

This Order takes effect on the date that notice of the order is first published and will remain in force until 3 September 2010, unless it is repealed or modified by order before that date.

Signed at Sydney, this 1st day of September 2009.

DAVID HARRISS,
Commissioner,
NSW Office of Water
Signed for the Minister for Water
(by delegation)

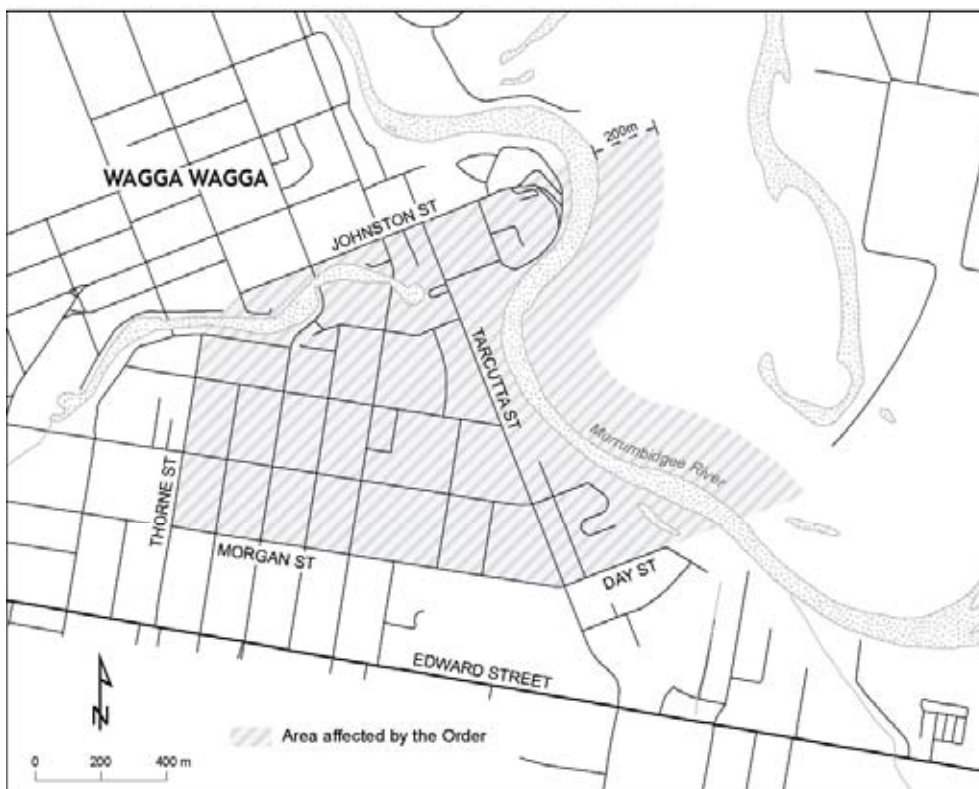
Note: It is an offence, under section 336C of the Water Management Act 2000, to fail to comply with this direction. An individual found guilty of an offence under section 336C is liable to a penalty not exceeding \$247,500 and, in the case of a continuing offence, a further penalty not exceeding \$66,000 for each day the offence continues. A corporation found guilty of an offence under section 336C is liable to a penalty not exceeding \$1.1 million and, in the case of a continuing offence, a further penalty not exceeding \$132,000 for each day the offence continues

Note: Published means that the order is published in the *New South Wales Government Gazette* and notice of the order is published in a newspaper(s) circulating throughout the area affected by the order, in accordance with sections 324 (3) and 395 of the Water Management Act 2000.

SCHEDULE 1

This Order applies to all water located below the surface of the ground located within the boundaries of the Mid Murrumbidgee Groundwater Management Area 013 and that is located 200m east of the Murrumbidgee River from Morgan and Day Streets to Johnson Street, Morgan Street and Day Street to the south, Johnson Street to the north and Thorne Street to the west in Wagga Wagga, as shown within the hatched area on the diagram below.

Tarcutta Street Gas Works s324 (1) Temporary Water Restriction Order



WATER ACT 1912

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

Charles Jeffereys and Kristyne Doris Ashworth PRELL for an existing 3.0 megalitre dam and pump on an unnamed watercourse and an existing 3.0 megalitre dam on Grays Creek on Lot 2, DP 1087717, Parish of Wayo, County of Argyle, for the conservation of water and irrigation of 8.0 hectares (improved pasture) (part replacement licence – part replaces 10SL056575) (no increase in annual water entitlement – no increase in authorised area) (not subject to the amended 2003 Hawkesbury/Nepean Embargo) (Reference: 10SL056839).

AN application for an authority under section 20 of Part 2 of the Water Act 1912, as amended, has been received as follows:

Emmanuel and Pauline XERRI and OTHER for a pump on Hawkesbury River on Part Lot 2, DP 212263, Parish of Wilberforce, County of Cumberland, for the irrigation of 12.0 hectares (vegetables) (replacement authority and permanent transfer of 30.0 megalitres from 10SL055102) (no increase in annual water entitlement) (not subject to the amended 2003 Hawkesbury/Nepean Embargo) (Reference: 10SA002547).

Any enquiries regarding the above should be directed to the undersigned on (02) 9895 7194.

Written objections, from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with the NSW Office of Water, PO Box 3720, Parramatta NSW 2124, within 28 days of the date of this publication.

WAYNE CONNERS,
Licensing Officer

Other Notices

ANTI-DISCRIMINATION ACT 1977 EXEMPTION ORDER

VARIATION

UNDER the provisions of section 126(5) of the Anti-Discrimination Act 1977 the exemption granted on 6 August 2009 from sections 25, 51, 52 and 53 of the Anti-Discrimination Act 1977, to UnitingCare NSW.ACT, to designate, advertise and recruit for Residential Care Youth Workers, is varied as follows:

Under the provisions of section 126 of the Anti-Discrimination Act 1977 an exemption is given from sections 25, 51, 52 and 53 of the Anti-Discrimination Act 1977, to UnitingCare NSW.ACT, to designate, advertise and recruit for the following Residential Care Youth Workers:

A permanent full-time female worker at Minnamurra Residential Care Program (West Ryde)

A permanent full-time male worker at Byrnes Residential Care Program (Glen Alpine)

A permanent full-time female worker at Gordon Residential care program (Pennant Hills)

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

Dated this 15th day of September 2009

STEPAN KERKYASHARIAN, AM,

President
Anti-Discrimination Board

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

A copy of the Order may be inspected at any State Training Services Regional Office of the Department of Education and Training or on the Internet at <http://apprenticeship.det.nsw.edu.au/html/cibs/420.htm>

APRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given of establishing a new Vocational Training Order for the recognised traineeship vocation of Community Services - Youth Work under Section 6 of the Apprenticeship and Traineeship Act 2001.

The Order specifies a number of matters relating to the required training for this vocation, including the term/s of training, probationary period/s, competency outcome/s and course/s of study to be undertaken.

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

A copy of the Order may be inspected at any State Training Services Regional Office of the Department of Education and Training or on the Internet at <http://apprenticeship.det.nsw.edu.au/html/cibs/422.htm>

ASSOCIATIONS INCORPORATION ACT 1984

Cancellation of incorporation pursuant to section 54

Erratum

THE Cancellation of incorporation pursuant to section 54 notice which appeared in the Government Gazette No. 131 of the 18 September 2009, folio 5167 contained an error.

The association "Voluntary Service Abroad Inc INC9887931" which appeared halfway down the right hand column is now compliant and should never have been placed in the notice.

This erratum now amends that error.

ASSOCIATIONS INCORPORATION ACT 1984

Reinstatement of Cancelled Association
Pursuant to Section 54A

THE incorporation of NEW SOUTH WALES ASSOCIATION OF CHINESE MEDICINE INCORPORATED (Y1012227) cancelled on 18 September 2009 is reinstated pursuant to section 54A of the Associations Incorporation Act 1984.

Dated 23rd day of September 2009.

ROBERT HAYES,
A/g Manager Financial Analysis,
Registry of Co-operatives and Associations,
Office of Fair Trading,
Department of Commerce

APRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given of establishing a new Vocational Training Order for the recognised traineeship vocation of Adventure Based Youth Work under Section 6 of the Apprenticeship and Traineeship Act 2001.

The Order specifies a number of matters relating to the required training for this vocation, including the term/s of training, probationary period/s, competency outcome/s and course/s of study to be undertaken.

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

A copy of the Order may be inspected at any State Training Services Regional Office of the Department of Education and Training or on the Internet at <http://apprenticeship.det.nsw.edu.au/html/cibs/421.htm>

APRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given of establishing a new Vocational Training Order for the recognised traineeship vocation of Community Services - Aged Care under Section 6 of the Apprenticeship and Traineeship Act 2001.

The Order specifies a number of matters relating to the required training for this vocation, including the term/s of training, probationary period/s, competency outcome/s and course/s of study to be undertaken.

ASSOCIATIONS INCORPORATION ACT 1984

Reinstatement of Cancelled Association
Pursuant to Section 54A

THE incorporation of AUSTRALIAN BOSNIAN-HERCEGOVINA CULTURAL ASSOCIATION INCORPORATED (Y1763316) cancelled on 29 May 2009 is reinstated pursuant to section 54A of the Associations Incorporation Act 1984.

Dated 23rd day of September 2009.

ROBERT HAYES,
A/g Manager Financial Analysis,
Registry of Co-operatives and Associations,
Office of Fair Trading,
Department of Commerce

CHARITABLE TRUSTS ACT 1993

Notice under Section 15

Proposed Cy-Pres Scheme relating to the Estate
of the late Roy Wicht

SECTION 9 (1) of the Charitable Trusts Act 1993 permits the application of property by means of a cy-pres scheme, where the spirit of the original trust can no longer be implemented.

The testator, Roy Wicht, made a will on 8 November 1990 which bequeathed a property at 199 Sutton Street Cootamundra to his executors, on trust, for the immediate use of his tenant, and upon the property becoming vacant, to be sold and the proceeds paid to the 'Handicapped Children's Association of New South Wales'.

No organisation known as the 'Handicapped Children's Association of New South Wales' appears to exist, or ever to have existed.

The executors of the will have applied to the Attorney General under the Charitable Trusts Act 1993 to allow the net proceeds of the sale of the property to be applied cy pres to the Handicapped Children's Centre of New South Wales. This Centre is the registered charity in New South Wales which bears the closest name and purpose to that in the will of the testator and is the appropriate recipient of the gift in the will.

The Solicitor General, as delegate of the Attorney General in Charitable Trusts Act 1993 matters, has determined that this is an appropriate matter in which the Attorney General should approve a cy-pres scheme under section 12 (1) (a) of the Charitable Trusts Act 1993.

The proposed scheme will permit the bequest in the will to the 'Handicapped Children's Association of New South Wales' to be gifted to the Handicapped Children's Centre of New South Wales. The executors of the estate agree to a cy pres scheme in these terms.

Take note that within one month after the publication of this notice any person may make representations or suggestions to the Attorney General in respect of the proposed scheme.

Laurie Glanfield,
Director General, Attorney General's Department
21 September 2009

CORPORATIONS ACT 2001

Notice under Section 601AC of the
Corporations Act 2001 as applied by Section 52
of the Associations Incorporation Act 1984

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

ANUIL HILL PROJECT WATCH ASSOCIATION
INCORPORATED (IN LIQUIDATION)
INC9874626

Dated this seventeenth day of September 2009.

R. HAYES,
Delegate of the Registrar of Co-Operatives

CIVIL LIABILITY ACT 2002**ORDER**

I, JOHN HATZISTERGOS, M.L.C., Attorney General, in pursuance of section 17 (1) of the Civil Liability Act 2002, by this order, declare the amount that is to apply for the purposes of section 16 (2) of the Civil Liability Act to be \$473,500 from 1 October 2009.

Signed at Sydney, this 18th day of September 2009.

JOHN HATZISTERGOS, M.L.C.,
Attorney General

DISTRICT COURT OF NEW SOUTH WALES**Direction**

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

Port Macquarie 10.00am 21 September 2009
(2 weeks)
In lieu of 21 September 2009
(3 weeks)

Dated this 18th day of September 2009.

R. O. BLANCH,
Chief Judge

ELECTRICITY SUPPLY ACT 1995

Market Operations (NSW Transfer Rules for Retail
Electricity Supply) Rule No. 4

IN accordance with section 63C (4) of the Electricity Supply Act 1995, I, John Robertson, M.L.C., Minister for Energy, give notice of the approval of amendments to the Market Operations (NSW Transfer Rules for Retail Electricity Supply) Rule No. 4.

In accordance with section 63C (5), the Market Operations (NSW Transfer Rules for Retail Electricity Supply) Rule No. 4 is available on the internet site of Industry & Investment NSW at www.industry.nsw.gov.au.

Dated at Sydney, this 18th day of September 2009.

JOHN ROBERTSON, M.L.C.,
Minister for Energy

ELECTRICITY SUPPLY ACT 1995

Market Operations (Retailer of Last Resort) Rule No. 5

IN accordance with section 63C (4) of the Electricity Supply Act 1995, I, John Robertson, M.L.C., Minister for Energy, give notice of the approval of amendments to the Market Operations (Retailer of Last Resort) Rule No. 5.

In accordance with section 63C (5), the Market Operations (Retailer of Last Resort) Rule No. 5 is available on the internet site of Industry & Investment NSW at www.industry.nsw.gov.au.

Dated at Sydney, this 18th day of September 2009.

JOHN ROBERTSON, M.L.C.,
Minister for Energy

FORESTRY ACT 1916

Revocation of Dedication

IN pursuance of Section 19B of the Forestry Act 1916, I, IAN MACDONALD, Minister for Primary Industries, being the Minister of the Crown charged with the administration of the Forestry Act 1916, having considered a report from the Forestry Commission of New South Wales and being of the opinion that the hereinafter described land should be made available for the purpose of Rural Services which is a Public purpose within the meaning of section 87 of the Crown Lands Act 1989, DO HEREBY revoke the dedication of the hereinafter described land.

Dated: Sydney, 25th September 2009.

IAN MACDONALD, M.L.C.,
Minister for Primary Industries

EASTERN DIVISION

*Land District of Dungog; Dungog Shire Council Area;
Central Forestry Region*

The part of Uffington State Forest No. 178, No. 3 Extension dedicated 23 July, 1943, in the Parish of Uffington, County of Durham, being the land within Lot 108 in Deposited Plan 1141345, having an area of about 13.38 hectares. (8031)

GEOGRAPHICAL NAMES ACT 1966

Proposal to name a reserve Eickenloff Park

PURSUANT to the provisions of Section 8 of the Geographical Names Act 1966, the Geographical Names Board hereby notifies that it proposes to assign the name listed hereunder as a geographical name.

Proposed Name:	Eickenloff Park
Designation:	Reserve
L.G.A.:	Bankstown
Parish:	Bankstown
County:	Cumberland
L.P.I. Map:	Liverpool
1:100,000 Map:	Penrith
Reference:	GNB5352

Any person wishing to make comment upon this proposal may prior to 25 October 2009, write to the Secretary of the Board with that comment.

The position and the extent for this feature is recorded and shown within the Geographical Names Register of New South Wales. This information can be accessed through the

Board's Web Site at www.gnb.nsw.gov.au Submissions made in accordance with Section 9 of the Geographical Names Act 1966 may be subject to a Freedom of Information application. GNB5352.

WARWICK WATKINS,
Chairperson
Geographical Names Board
PO Box 143
Bathurst NSW 2795

MOTOR ACCIDENTS (LIFETIME CARE AND SUPPORT) ACT 2006

Amendment to the Lifetime Care and Support Guidelines issued under section 58 of the Motor Accidents (Lifetime Care and Support) Act 2006

PURSUANT to section 58 of the Motor Accidents (Lifetime Care and Support) Act 2006, the version of the Lifetime Care and Support Guidelines, as published in the *New South Wales Government Gazette* No. 132 on 28 September 2007, is amended, with effect from 1 October 2009, by:

- (i) deleting Parts 1, 5, 6, 7 and 14 and inserting instead:

PART 1**Eligibility for participation in the Lifetime Care and Support Scheme**

This Part of the Lifetime Care and Support (LTCS) Guidelines is issued under section 58 of the Motor Accidents (Lifetime Care and Support) Act 2006. Only people injured in a motor accident in NSW who have sustained an injury as defined in these Guidelines are eligible for participation in the Lifetime Care and Support Scheme (the Scheme).

1 Application for participation

An application to become a participant in the Scheme is made by or on behalf of the injured person or by the insurer of a claim. The application must demonstrate that:

- 1.1 The person had a motor accident within the meaning of the Motor Accidents Compensation Act 1999;
- 1.2 The accident must have occurred in New South Wales (section 4(2) of the Motor Accidents (Lifetime Care and Support) Act 2006);
- 1.3 The injury was caused by the motor accident; and
- 1.4 The motor accident injury meets the criteria set out below in these Guidelines.

2 Injury criteria

Eligibility for interim or lifetime participation in the Scheme is limited to people injured in a motor accident, who meet the following injury criteria at the time that the application is made.

A medical specialist must certify that the injured person meets the following injury criteria, including certification that the specialist has examined the injured person and has sighted the FIM™ or WeeFIM® score sheet where applicable.

2.1 Spinal cord injury

A spinal cord injury is an acute traumatic lesion of the neural elements in the spinal canal (spinal cord and cauda equina) resulting in permanent sensory deficit, motor deficit or bladder/bowel dysfunction.

A person who as a result of the motor accident has a spinal cord injury is eligible to enter the Scheme if the following criteria are met.

Criteria for spinal cord injury

- The spinal cord injury was caused by the motor accident; and
- There is a spinal cord injury resulting in permanent neurological deficit.

2.2 Brain injury

A traumatic brain injury is an insult to the brain, usually with an associated diminished or altered state of consciousness that results in permanent impairments of cognitive, physical and/or psychosocial functions.

A person who as a result of the motor accident has had a brain injury is eligible to enter the Scheme if the following criteria are met.

Criteria for brain injury

- The brain injury was caused by the motor accident; and
- The duration of Post Traumatic Amnesia (PTA) is greater than 1 week. If the PTA assessment is not available or applicable (for example, if the child is under 8 years of age, or the injured person has a penetrating brain injury), there must be evidence of a very significant impact to the head causing coma for longer than one hour, or a significant brain imaging abnormality due to the motor accident; and
- One of the following criteria is met:
 - If over 8 years of age at the time of assessment, a score of 5 or less on any of the items on the FIM™ or WeeFIM® due to the brain injury; or
 - If aged from 3 to 8 years at the time of assessment, a score two less than the age norm on any item on the WeeFIM® due to the brain injury; or
 - If aged less than 3 years at the time of assessment, a medical certificate from a paediatric rehabilitation physician or a specialist otherwise approved in writing by the Authority that states the child will probably have permanent impairment due to the brain injury resulting in the need for daily attendant care services.

2.3 Multiple amputations

A person who as a result of the motor accident has had multiple limb amputations or the equivalent impairment is eligible to enter the Scheme if the following criteria are met.

Criteria for multiple amputations

- The injury resulting in the amputations, or the equivalent impairment, was caused by the motor accident; and
- There are multiple amputations of the upper and/or lower extremities at or above the fingers (metacarpophalangeal joints) and/or adjacent to or above the knee (transtibial or transfemoral) or the equivalent impairment; and
- One of the following criteria is met:
 - If over 8 years of age at the time of assessment, a score of 5 or less on any of the items on the FIM™ or WeeFIM®, without prostheses worn, due to the amputations or equivalent impairment; or

- If aged from 3 to 8 years at the time of assessment, a score two less than the age norm on any item on the WeeFIM®, without prostheses worn, due to the amputations or equivalent impairment; or
- If aged less than 3 years at the time of assessment, a medical certificate from a paediatric rehabilitation physician or a specialist otherwise approved in writing by the Authority that states the child will probably have permanent impairment due to the amputations or equivalent impairment resulting in the need for daily attendant care services.

2.4 Burns

A person who has sustained burns as a result of the motor accident is eligible to enter the Scheme if the following criteria are met.

Criteria for burns

- The injury was caused by the motor accident; and
- there are full thickness burns greater than 40% of total body surface area, or greater than 30% of total body surface area in children under 16 years; or
- Inhalation burns causing long term respiratory impairment; or
- Full thickness burns to the hand, face or genital area; and
- One of the following criteria is met:
 - If over 8 years of age at the time of assessment, a score of 5 or less on any of the items on the FIM™ or WeeFIM® due to the burns; or
 - If aged from 3 to 8 years at the time of assessment, a score two less than the age norm on any item on the WeeFIM® due to the burns; or
 - If aged less than 3 years at the time of assessment, a medical certificate from a paediatrician or a specialist otherwise approved in writing by the Authority that states the child will probably have permanent impairment due to the burns resulting in the need for daily attendant care services.

2.5 Permanent blindness

A person who has lost sight in both eyes as a result of the motor accident is eligible to enter the Scheme if the following criteria are met.

Criteria for permanent blindness

- The injury was caused by the motor accident; and
- The person is legally blind, that is
 - a. Visual acuity on the Snellen Scale after correction by suitable lenses is less than 6/60 in both eyes; or
 - b. Field of vision is constricted to 10 degrees or less of arc around central fixation in the better eye irrespective of corrected visual acuity (equivalent to 1/100 white test object); or
 - c. A combination of visual defects resulting in the same degree of visual loss as that occurring in (a) or (b) above.

3 Functional Independence Measure (FIM™) assessment

3.1 The FIM™ (or WeeFIM®) assessment is to be conducted by:

- A person who has been trained in FIM™ or WeeFIM®, passed the relevant examination and is credentialed

through the Australian Rehabilitation Outcomes Centre; or

- An assessor approved, in writing, by the Lifetime Care and Support Authority (the Authority) to conduct FIM™ or WeeFIM® assessments.

3.2 Timing of FIM™ or WeeFIM® assessments – initial application to Scheme

The FIM™ or WeeFIM® assessment must be conducted within one month of the date of the initial completed application to the Scheme. If more than one FIM™ or WeeFIM® assessment has been conducted then the assessment closest to the date of the application must be used.

3.3 Timing of FIM™ or WeeFIM® assessments – application for lifetime participation

The FIM™ or WeeFIM® assessment must be conducted within two months of the date of an application for an interim participant to become a lifetime participant.

3.4 WeeFIM® age norm

Any reference to the age norm of any item on the WeeFIM® is a reference to the normative data published in the WeeFIM® Version 5.0 issued by Uniform Data System for Medical Rehabilitation.

4 Deferring the making of an application

The Authority may require that the making of an application for eligibility be deferred until such time as the injury has stabilised or is unlikely to change. An example of this would be if the injured person lodged an application and did not meet the eligibility criteria at the time of application, however amputation surgery is likely in the near future and the surgery would result in the injured person meeting the eligibility criteria.

5 Making an application

The Authority requires the applicant to provide authorisation for the Authority to obtain information and documents relevant to the injury, motor accident or motor vehicle from specified persons in connection with the application. This is part of the initial Application Form.

The form must be signed, all questions completed and all required information attached. If the form does not contain the information necessary for the Authority to make its decision about eligibility, the applicant will be requested to provide the required information.

There may be circumstances where the Authority may require additional information besides that provided with or in the initial Application Form. An applicant must comply with any reasonable request by the Authority to supply specified additional information or provide authorisation for the Authority to obtain specified additional information. This could be in circumstances where the Authority cannot make a decision about eligibility without this information, or when it is unclear whether the injured person has sustained a motor accident injury. This information could include:

- The Accident Notification Form, CTP Claim Form (if it has been completed) or other personal injury claim forms;
 - Ambulance or air ambulance/retrieval records;
 - Hospital records;
 - Treating doctor's reports;
 - Past medical records or school records;

- Accident investigations; or
- Police reports.

6 The Authority's determination

The Authority will acknowledge all applications in writing within 10 working days of receipt of the complete Application Form. The Authority may require information additional to that provided by the applicant in the Application Form before the form can be regarded as complete.

The Authority will make its determination as soon as possible after the application is lodged, taking into account:

- The information on the Application Form;
- Any information attached to the Application Form;
- Any additional information that the Authority may request in order to make its determination; and
- The eligibility criteria in this Part of the Guidelines.

Applicants will receive the Authority's determination in writing, including reasons for the decision.

When the Authority denies an application for participation in the Scheme, the Authority will provide the applicant with information on the Authority's process for resolving disputes about eligibility to the Scheme or resolving disputes about motor accident injury.

7 Interim and lifetime participation

Once eligibility for the Scheme has been established, all participants over 3 years of age will be accepted as interim participants for two years. This is because of the possibility of recovery and ongoing improvement in the injured person's condition, such that the injured person may not meet the eligibility criteria after the two year period. The period of interim participation in the Scheme commences from the date of the Authority's determination.

A child will not be assessed for lifetime participation before the age of 5 years. The interim participation period will be longer than 2 years for child who becomes an interim participant at less than 3 years of age.

Application for lifetime participation

A new Application Form, including the medical certificate, must be submitted to the Authority for lifetime participation in the Scheme. Before the expiration of the interim participation period, the Authority will notify the interim participant and any other interested party of the date that their interim participation ceases.

Before the Application Form for lifetime participation is completed, the Authority will notify the injured person and any other interested party if any additional information is required. The medical certificate, in particular the FIM™ or WeeFIM® scores, must be completed within two months of the date of the completed application for lifetime participation.

(Note: This version of Part 1 of the Lifetime Care and Support Guidelines applies to all new applications for participation in the Lifetime Care and Support Scheme received on or after 1 October 2009, and applies to all participants in the scheme on or after that date.)

PART 5

Treatment, rehabilitation and care needs assessment

This Part of the Lifetime Care and Support Guidelines is issued under section 58 of the Motor Accidents (Lifetime Care and Support) Act 2006.

To avoid requirements that might be unreasonable in the circumstances on any person or entity, the Authority may waive observance of any part or parts of these Guidelines.

For the purpose of these Guidelines, the phrase “treatment, rehabilitation and care” will be used in these Guidelines in lieu of the phrase “treatment and care” and includes the needs of participants listed in section 6(2) of the Act.

1 The Lifetime Care and Support Authority

The Lifetime Care and Support Authority of NSW (the Authority) is a statutory authority established under the Motor Accidents (Lifetime Care and Support) Act 2006. The Authority is responsible for the administration of the Lifetime Care and Support Scheme (the Scheme).

The Scheme provides treatment, rehabilitation and attendant care for participants who have a spinal cord injury, a moderate to severe brain injury, multiple amputations, serious burns or permanent blindness from a motor accident. The Scheme aims to provide participants with opportunities to maintain and develop skills to maximise their independence, life roles and community participation.

2 Procedures for requesting treatment, rehabilitation and care services

The document *Procedures for requesting treatment, rehabilitation and attendant care in the Lifetime Care and Support Scheme* is to be used when a participant’s rehabilitation, treatment or care needs are assessed and a plan or request is developed to address these needs.

The Authority’s procedures for requesting services are to be used by:

- Health professionals working in acute care, rehabilitation and in the community providing services to Scheme participants;
- Service providers seeking to deliver services to Scheme participants;
- Authority staff; including LTCS coordinators; and
- Approved assessors engaged by the Authority.

The Authority may request that service providers complete the Authority’s forms or provide additional information before a request or plan can be processed, if the request or plan has not been submitted on the current version of the Authority’s form.

3 LTCS Coordinator

Each participant is allocated an LTCS Coordinator who is the participant’s primary point of contact with the Authority. The LTCS Coordinator’s role is to:

- Provide potential participants with information about the LTCS Scheme and the application process;
- Facilitate the development, implementation and review of discharge plans, community living plans, LTCS plans and requests for services; and
- Coordinate the delivery of services, including liaison with government and non-government services and agencies.

4 Assessment and planning principles

The following principles direct the assessment and provision of treatment, rehabilitation and attendant care services for participants.

The participant is central to all planning and decision making about treatment, rehabilitation and care.

Treatment, rehabilitation and care services should develop the individual’s participation, independence and life roles.

Effective rehabilitation, treatment and care delivery involves communication and cooperation with the participant, their family, service providers and the Authority.

Any proposed services must address the participant’s needs.

Participant’s needs are identified through a comprehensive assessment of their abilities, limitations and desired participation goals. The assessment will consider any potential facilitators and barriers to achieving the goals.

Assessments should be conducted using standardised tools wherever possible.

Proposed services are reasonable and necessary in the circumstances.

5 The Authority’s review of requests

The Authority will provide written feedback to the participant as to what the Authority will fund within 10 working days of receipt of a request or plan.

If the Authority makes a decision that a request, plan, or components of a plan are partially approved or not approved, the Authority will provide the participant with reasons for its decision.

When the Authority partially approves or does not approve a plan or request, the Authority will:

- Provide the certificate to the participant and service provider within 10 days of receipt. The certificate will clearly outline the reasons why the Authority considers the plan or request not reasonable and necessary;
- Advise the participant and service provider in writing within 10 days of receipt of the request or plan that is partially approved or not approved; and
- Provide the participant with information on the Authority’s process for resolving disputes about treatment, rehabilitation and care needs.

Requests for home modification are not subject to the above timeframes.

6 Privacy and confidentiality /release of information

The Authority will make appropriate information available to service providers where consent has been obtained from the participant and it is deemed to be of benefit. When information is shared with service providers or other external agencies, those service providers and agencies will be required to adhere to the same privacy and confidentiality obligations as Authority staff.

Section 60 of the *Motor Accidents (Lifetime Care and Support) Act 2006* states that the Authority is authorised to exchange information concerning the treatment and care needs of participants with licensed insurers within the meaning of the *Motor Accidents Compensation Act 1999* and such other persons or bodies as may be approved by the Authority. This could include insurers such as workers compensation insurers, travel insurers and interstate or overseas funding bodies.

7 Approved attendant care providers

For paid attendant care services, participants will choose an attendant care provider from a list of the Authority's approved attendant care providers. If there are circumstances where it is not appropriate to use one of the Authority's approved attendant care providers (for example, another attendant care provider is preferred for specific cultural reasons or the participant lives interstate), this should be discussed with the participant's LTCS coordinator and will be considered on a case by case basis.

8 Assessment of care needs for participants with a spinal cord injury

The current version of the document *Guidelines for levels of attendant care for people with spinal cord injury* is to be used in conjunction with the Authority's procedures when assessing the care and equipment needs of participants with a spinal cord injury.

9 Clinical guidelines

Service providers and the Authority must follow specific guidelines on aspects of treatment, rehabilitation and care when they apply to Scheme participants, which could include the following Motor Accident Authority publications:

- Neuropsychological Assessment Guidelines; and
- Who needs 24-hour care in the CTP Scheme?

10 Fees

The fees for medical services payable by the Authority are those specified in the current edition of the *List of Medical Services and Fees* published by the Australian Medical Association.

The fees for attendant care services payable by the Authority are those specified in the Authority's current Schedule of Fees for approved attendant care providers.

When the Authority is engaging an approved assessor, the fees payable to approved assessors are those specified in the Authority's current Schedule of Fees for approved assessors.

When the Authority is referring a dispute to a dispute assessor, the fees payable to dispute assessors are those specified in the Authority's current Schedule of Fees for dispute assessors.

(Note: This version of Part 5 of the Lifetime Care and Support Guidelines applies to all new applications for participation in the Lifetime Care and Support Scheme received on or after 1 October 2009, and applies to all participants in the scheme on or after that date.)

PART 6

Reasonable and necessary decision making in the Lifetime Care and Support Scheme

This part of the Lifetime Care and Support Guidelines is issued under section 58 of the Motor Accidents (Lifetime Care and Support) Act 2006.

To avoid requirements that might be unreasonable in the circumstances on any participant, the Authority may waive observance of any part or parts of these Guidelines.

1 Treatment, rehabilitation and care

The Lifetime Care and Support Authority (the Authority) will pay the participant's reasonable and necessary treatment, rehabilitation and care services related to the motor accident

injury. Treatment, rehabilitation and care are defined in Part 6(2) of the *Motor Accidents (Lifetime Care and Support) Act 2006* (the Act) to include:

- medical treatment, including pharmaceuticals;
- dental treatment;
- rehabilitation;
- ambulance transportation;
- respite care;
- attendant care services;
- domestic assistance;
- aids and appliances;
- artificial members (limbs), eyes and teeth;
- educational and vocational training;
- home and transport modification;
- workplace and educational facility modifications; and
- such other kinds of treatment, care, support or services as may be prescribed by the regulations.

Rehabilitation is defined as the process of restoring or attempting to restore the person, through the combined and co-ordinated use of medical, social, educational and vocational measures, to the maximum level of function of which the person is capable or which the person wishes to achieve and includes placement in employment and all forms of social rehabilitation such as family counselling, leisure counselling and training for independent living.

There may be items that are related to the motor accident injury that are reasonable and necessary in the circumstances but are not regarded as treatment, rehabilitation and care services under the scope of the Act or regulations. In this case, the Authority will not fund any such services or supports but may work with service providers to facilitate access to such services where there may need to be congruence with treatment, rehabilitation and care services funded by the Authority.

The Authority will not fund:

- Treatment, rehabilitation and care services that are not a result of the motor accident injury in respect of which the injured person is a participant in the Scheme;
- Treatment, rehabilitation and care services that are not reasonable and necessary in the circumstances; and
- Services or expenses that are not treatment, rehabilitation and care under the scope of the Motor Accidents (Lifetime Care and Support) Act 2006 (the Act) or regulations.

2 "Reasonable and necessary" criteria

The Lifetime Care and Support (LTCS) Authority will pay the participant's reasonable and necessary treatment, rehabilitation and care expenses related to the motor accident injury. Each request will be dealt with on a case by case basis, and decided taking into account the "reasonable and necessary" criteria below.

That a specific treatment, service or item of equipment is not the subject of a specific policy does not mean that the Authority will not pay the costs of that service or equipment if it is reasonable and necessary in the circumstances and relates to the motor accident injury in respect of which the person is a participant in the Scheme.

Service providers need to give the Authority adequate documentation, outlining the reasons to support their requests, for treatment, rehabilitation and attendant care services. The Authority will use this information to make decisions on whether requests are reasonable and necessary.

A number of factors are considered, including the following:

- Benefit to the participant;
- Appropriateness of the service or request;
- Appropriateness of the provider;
- Relationship of the service or request to the injury sustained in the accident; and
- Cost effectiveness considerations.

The following factors will help to identify whether a request is reasonable and necessary.

2.1 Benefit to the participant

Information or benefit to the participant will be gained by the proposed service:

- There are goal(s), expected duration, and expected outcome(s) for the requested service. The participant has understood and agreed to these goals and outcomes.
- The proposed service relates to the participant's goals and facilitates participation.
- The outcome of the service will progress or maintain the participant's recovery/management.
- There is sufficient documentation to show the requested service will benefit the participant.
- There is no adverse outcome or risk from providing the service.
- There would be an adverse outcome or risk if the service was not provided.
- The service has been provided in the past with positive results or outcomes.
- Related services have been provided in the past and there were positive results or outcomes from these services.

2.2 Appropriateness of service or request

The proposed service is appropriate for the participant's injury:

- The requested service is consistent with the participant's current medical or rehabilitation management.
- The proposed service relates to the participant's goals in their Community Discharge Plan, Community Living Plan or LTCS Plan.
- The service is in keeping with current clinical practice, evidence based practice and/or clinical guidelines.
- There is good evidence that the requested service is effective.
- A similar service is not currently provided.
- The proposed services are congruent with other services currently being offered or proposed.
- There are no risks and/or contraindications of the proposed service.
- No other services are being provided.
- Other services or provision of equipment will not provide an improved or equal outcome.
- There is no other appropriate service available, with other services considered and discounted.

- The service is new or innovative, however, there is sufficient rationale for offering the proposed service and measures are proposed to quantify its outcomes.

2.3 Appropriateness of provider

The proposed service provider is appropriate:

- The provider is qualified and appropriately experienced to provide the service.
 - The provider is registered (if applicable).
 - The provider is appropriate considering the participant's age, ethnicity and any cultural and linguistic factors.
 - There are no conflict of interest issues with the provider.
 - There is no reason to suggest the participant would not find this provider acceptable.
- The participant has chosen an approved service provider or has expressed a preference.
- The participant can readily access the proposed service provider.

2.4 Cost effectiveness considerations

The proposed service is cost effective:

- Consideration has been given to the long term compared to the short term benefits based on evidence based practice, clinical experience or consensus.
- The long term and short term benefits and expected outcomes of the proposed service have been considered and outweigh the costs.
- The cost of the proposed service is comparable to those charged by providers in the same geographical area or clinical area.
- The service is required because other services or equipment are not available or not appropriate, and it is not feasible to provide other services or equipment more promptly.
- Equipment/modifications are required and factors relating to lease or rental have been carefully considered and compared to the cost of purchase.
- There are no other services that will achieve comparable outcomes.
- Alternatives to purchasing equipment/modifications have been considered, particularly the impacts of technology advances and changes to participant needs over time.

2.5 Relationship to motor accident injury

There is sufficient evidence to demonstrate that the service relates to the injury sustained in the motor accident including exacerbation of pre-existing injuries. Time since injury, subsequent injuries and comorbidities should be considered.

(Note: This version of Part 6 of the Lifetime Care and Support Guidelines applies to all new applications for participation in the Lifetime Care and Support Scheme received on or after 1 October 2009, and applies to all participants in the scheme on or after that date.)

PART 7

Treatment and rehabilitation services

This part of the Lifetime Care and Support Guidelines is issued under section 58 of the Motor Accidents (Lifetime Care and Support) Act 2006.

To avoid requirements that might be unreasonable in the circumstances on any participant, the Authority may waive observance of any part or parts of these Guidelines.

Policy

The Authority will fund reasonable and necessary treatment and rehabilitation services for participants in relation to the injury sustained in the motor accident. Services should be provided by a qualified health professional.

“Treatment and care” is defined in Section 6 (2) of the Act. For the purpose of this Part of the Guidelines, the phrase “treatment and rehabilitation” is used to mean “treatment and care” as it is defined under the Act.

Treatment and rehabilitation services are included in the bed day fee when the participant is an inpatient and therefore are not funded separately.

Rehabilitation is defined as the process of restoring or attempting to restore the person, through the combined and co-ordinated use of medical, social, educational and vocational measures, to the maximum level of function of which the person is capable or which the person wishes to achieve and includes placement in employment and all forms of social rehabilitation such as family counselling, leisure counselling and training for independent living.

Treatment and rehabilitation services funded by the Authority

The Authority will fund the reasonable and necessary costs of treatment and rehabilitation services where:

- There is clinical justification for services;
- There is evidence that the service is reasonable and necessary in relation to the motor accident injury in respect of which the injured person is a participant in the Scheme;
- The service is likely to be effective and achieve or maintain a measurable functional improvement; and
- The service promotes progress towards functional independence, participation and self management.

This Treatment and Rehabilitation policy applies to all requests and services that are not the subject of a specific policy elsewhere in the Guidelines.

Rehabilitation services may be requested as part of the participant’s Community Discharge Plan, Community Living Plan or may be separate from a participant’s existing plan. All rehabilitation and treatment services require prior approval in writing from the Authority.

The Authority will not fund:

- Services that are not treatment, rehabilitation and care services under the scope of the Motor Accidents (Lifetime Care and Support) Act 2006 (the Act) or regulations;
- Standard personal items or household items (e.g. mobile phone, computer, standard furniture, linen and whitegoods);
- Rent or bond for rental properties, or any differences in rent amounts;
- Treatment and rehabilitation services for other members of the participant’s family;
- Economic loss relating to the motor accident such as lost wages, weekly benefits or other forms of income maintenance or income support;

- Assistance to keep a business open, such as paying for temporary staff to do a participant’s job;
- Additional expenses incurred during inpatient or outpatient treatment or rehabilitation such as additional food, laundry, newspapers and magazines;
- Treatment or rehabilitation services not related to the motor accident injury such as visits to a general practitioner, gym memberships or vitamins;
- Items that were lost or damaged in the motor accident; and
- Payments for large capital items such as houses and cars.

(Note: This version of Part 7 of the Lifetime Care and Support Guidelines applies to all new applications for participation in the Lifetime Care and Support Scheme received on or after 1 October 2009, and applies to all participants in the scheme on or after that date.)

PART 14

Home modifications

This part of the Lifetime Care and Support Guidelines is issued under section 58 of the Motor Accidents (Lifetime Care and Support) Act 2006.

To avoid requirements that might be unreasonable in the circumstances on any participant, the Authority may waive observance of any part or parts of these Guidelines.

Background

Home modifications may be considered as part of the overall decision making process regarding the living arrangements of a participant. The Authority will consider the participant’s intended discharge destination, as well as the short term and long term living arrangements of the participant, in the decision process. In deciding the best residential outcome for the participant, the Authority will consider all reasonable alternatives such as the provision and installation of equipment, and relocation to a more appropriate residence, as well as home modifications to an existing residence.

The Authority recognises that as a consequence of their motor accident injury, home modifications will be the preferred option for some participants to access their homes and live safely.

All home modifications require prior approval in writing by the Authority.

Policy

The Authority will fund the reasonable and necessary cost of home modifications for a participant who, in the long term, is residing in a new home or returning to their existing home and the need for home modifications is related to the motor accident injury.

Definitions

Home – a domestic structure which is a participant’s usual place of residence, for example, a house or unit.

Home modification – modification to the structure, layout or fittings of a home where the motor accident injury restricts or prevents the ability to utilise the home’s standard fittings or facilities.

Relocation costs – costs directly related to moving from one home to another.

Rental property – a home lived in by a participant whereby rent is paid to a private owner, Department of Housing, or Community Housing Association.

1 Consent

The participant, wherever possible, should be involved in the decision making processes affecting their home modification and agree to any proposed modifications. Before the home modification process can proceed, agreement and permission from the home owner must be obtained.

2 Ensuring the home can be modified

The Authority will first ensure that the participant's home is reasonably able to be modified. This will be assessed on several factors including, for example:

- Access and egress to the home;
- Accessibility to all areas of the home;
- The safety of the participant, family members and attendant care workers;
- The ownership of the home;
- The cost and extent of the home modifications; and
- The expected length of tenancy of the participant if the home is rented.

To ensure that the home is reasonably able to be modified, all proposed home modifications must be approved where necessary by local council and/or planning authorities before any work may begin.

The Authority will not fund home modifications for any residence or property that constitutes, is likely to constitute, or will result in, an illegal structure. An illegal structure is one that is contrary to relevant building and construction codes or local council planning guidelines, statutes and/or laws.

3 Relocation if the home is not suitable for modification

If the home is unable to be modified or if relocation is considered the most appropriate option, the Authority will fund the reasonable and necessary costs of:

- Assistance to locate to an appropriate home. This may include an assessment by an occupational therapist or an appropriately qualified person approved by the Authority;
- Real estate agent fees;
- Legal fees associated with property purchase;
- Stamp duty;
- Cleaning and other costs associated with preparing a home for sale; and
- Furniture removal.

3.1 Changes of residence

The participant and their family must consider the participant's individual needs as related to the motor accident injury, including current and expected function, prior to any change of residence. The Authority may fund professional assistance in order to identify suitable residential options for the participant and family. The Authority may also fund home modifications when needed to enable a participant to have reasonable access to the home to which they are relocating.

The Authority will not fund substantial modifications associated with moving into a home that is clearly unsuitable for the participant's existing functional limitations and these limitations preclude the participant's access to the home.

4 Assessment of the need for home modifications

The Authority will require a home assessment to be conducted by an occupational therapist with appropriate experience in home modifications. The assessment should include the participant's functional status and their current environment. The assessment should identify environmental barriers relating to the motor accident injury, including all options to overcome these barriers. For example, any existing equipment and non-structural home modifications should be considered as an option if they enable an appropriate level of independence or safety for the participant and family.

Recommendations for home modification as a preferred option should include clear clinical justification as to why home modifications are reasonable and necessary, and will include evidence of having trialled other alternatives which were considered and discounted.

The participant's need for home modifications is determined by the extent of physical injury and/or permanent loss of physical functioning and mobility that a participant has experienced as a result of their motor accident injury. The participant's need may also be determined by the extent of the participant's cognitive and/or behavioural impairment.

Factors to consider when assessing a participant's need for home modifications may include:

- Impaired mobility;
- Wheelchair use, including type of wheelchair;
- Ability to transfer;
- Impaired arm and/or hand function;
- Impaired thermo-regulation;
- Cognitive impairment such as impulsiveness, lack of awareness or insight and poor judgement;
- Behavioural impairment that may place the participant, their family or attendant care workers at risk;
- The participant's physical and social environment, including social supports; and
- Whether any future improvement or change in the above factors is likely.

5 Factors that may impact upon whether home modifications are reasonable and necessary

Factors taken into account when deciding if a home modification is reasonable and necessary include:

- Structural constraints, for example, size, surrounding terrain and condition of the home;
- Ownership of the property;
- Permission of the owner or body corporate to temporarily or permanently undertake modification to the home;
- Local planning regulations;
- Building permits;
- Length of lease of a rental property;
- Anticipated period of occupancy of the home to be modified;
- The scale and cost of the proposed modifications when considered in conjunction with alternative residential options; and

- The Authority's ability to negotiate any necessary agreement or consent required on modifications with any external parties.

6 The Authority's assessment of the request for home modifications

The Authority will assess whether home modifications are reasonable and necessary based on information received from the home assessment, and any other reports or information in accordance with the reasonable and necessary criteria.

At this point the Authority may approve home modifications in principle. Final approval for home modifications will be given based on receipt of final building plans, costs, building modification project plans and any other relevant information or reports.

The Authority may delay definitive modifications where the participant's injury is likely to change or improve. In these circumstances the Authority may approve staged modifications to ensure the safety of the participant in the short term.

6.1 Modifications costing less than \$10,000

The Authority will fund reasonable and necessary home modifications that cost less than or equal to \$10,000 (GST exclusive), which will be processed by the Authority irrespective of the type of residence or accommodation available.

6.2 Modifications to a rental property

The Authority will fund reasonable and necessary home modifications for participants in a private rental property or rental with family. The amount of funding available for home modifications is up to \$10,000 for every year of a guaranteed lease, assuming the owner of the premises agrees to the proposed modifications.

6.3 Modifications to a home owned by the participant or their family

The Authority will fund home modifications where:

- The home to be modified is the primary residence of the participant or their family;
- The participant intends to remain living at that residence for the foreseeable future; and
- Where relocation to another residence, or a more suitable residence, is not an appropriate option for the participant or their family.

For participants living within the family home or who occupy their own home, the Authority may seek:

- Agreement for costs to be cleared at 10% per year over ten years for modifications above \$100,000; and
- Reimbursement from the owner for any costs not fully cleared on a pro-rata basis in the case the home is sold within ten years.

Requests for home modifications that do not fall within the situations above will be considered on a case by case basis.

7 Service providers for home modifications

All home modifications funded by the Authority must be provided by an appropriately qualified licensed builder or tradesperson who holds current registration as a company or as a business/sole trader.

The home modification must be in accordance with the quotation approved by the Authority and in accordance with the plans and job specifications submitted to the value of the approved quotation.

8 Additional work/cost-sharing

Modifications will be approved on an as-needed basis. A quotation is requested for works that are necessary for the proposed modifications. At times, the owner of the property, the participant and/or their legal representative or family member may request additional building works, or higher cost finishes because of aesthetic, architectural or other reasons, which are outside the scope of the Authority's funding. These works need to be quoted separately, agreed upon and the cost borne by the participant (and/or property owner). Any additional work should not affect participant access to or within the area being modified, or in any way adversely compromise the impact of any modifications that have been approved.

9 Home modification to a secondary home that is lived in concurrently

The Authority will fund the reasonable cost of basic access, for example, ramps, rails, doorway widening and minor bathroom modifications for a secondary residence which is lived in concurrently by a participant. For example, a participant who is a child may require a second home modification to the residence of the parent who is not the primary carer, has joint custody or agreed regular overnight access visits in an agreement ratified by the Family Court or agreed to by both parents.

If modifications to a secondary residence are requested, the Authority will consider the nature and extent of any previous home modifications approved by the Authority, along with the anticipated amount of time that the participant is expected to spend in the secondary residence and the potential benefit of modifying the secondary residence.

10 Subsequent home modification

The Authority recognises it may be reasonable and necessary to fund more than one home modification as the participant's circumstances change. Such circumstances may include, but are not limited to:

- A participant who is now able to live independently,
- Deterioration in the participant's health as a direct result of the motor accident injury; or
- A participant who may need to relocate in order to access employment or services more readily; or
- Other significant changes in the participant's personal circumstances such as marriage, separation or having children.

If subsequent home modifications are requested, the Authority will consider:

- The extent of the requested modifications;
- The age of the participant; and
- The likely future circumstances of the participant.

Funding available for subsequent home modifications will be considered in accordance with section 6 above.

11 Repairs and maintenance

The Authority will fund the reasonable and necessary cost of repairs and maintenance on modifications that are essential for participant access or safety.

If costs for home modifications were not funded in full by the Authority (for example, shared with the property owner), then the Authority will fund the cost of repairs or maintenance proportional to the original costs paid. Repairs and maintenance for the upkeep of a residence, and any additional works not funded by the Authority, are the responsibility of the participant or property owner.

The Authority will not fund:

- Home modifications that are undertaken by a provider that is not approved by the Authority, such as modifications done by a friend or family member;
 - Items that are normal household items (such as towel rails, fans, lights, hot water services, security doors and windows) and are not related to the participant's need arising from their motor accident injury;
 - Other home modifications or renovations intended to add value to an existing property that are unrelated to a participant's motor accident injury;
 - Building or construction of in-ground or above-ground pools, spas or other aqua-therapy facilities;
 - Home modifications where the owner, body corporate or other responsible authority has not given permission for the modifications;
 - Upgrades of any materials required for home modifications;
 - Items or labour not included in the final contract for modifications agreed to by the Authority, unless prior approval has been obtained from the Authority;
 - Home modifications required as a result of a condition that existed before a motor accident or that are not a result of a motor accident;
 - Home modifications that provide no clear benefit to a participant;
 - Insurance of the modifications or the home in which the modifications have been installed;
 - Any loss of value of any home resulting from any modifications to, or removal of modifications from, the home.

12 Room temperature control equipment

The Authority will fund the reasonable and necessary cost of room temperature control equipment if the participant is unable to self regulate their body temperature as a result of a motor accident injury, or if the lack of room temperature control causes secondary care complications.

For example, for a complete spinal cord lesion at or above the level of T6 resulting in impaired thermo-regulation, the Authority will fund the reasonable and necessary cost of the provision and installation of a reverse cycle air conditioner to provide heating and cooling.

12.1 Information required by the Authority

For participants other than those who have sustained a complete spinal cord lesion at or above the level of T6, the Authority requires documentation that the participant has an impaired or absent ability to regulate their body temperature which will not resolve, or secondary care complications, including any clinical evidence such as documented changes in the participant's function in extremes of temperature. This must be certified by a suitably qualified medical specialist.

12.2 Areas of the home the Authority will fund room temperature control equipment

Where the medical need for room temperature control equipment has been certified, the Authority will determine the areas of the participant's home that it is reasonable and necessary to heat or cool, having regard to the following factors:

- The main areas of the house that the participant is required to access for substantial periods of time;
- The structure and layout of the participant's home, e.g. a house with a second storey that the participant cannot access; and
- The amount of time that the participant spends or is likely to spend at home as part of their regular weekly routine.

In considering any requests to fund room temperature control equipment for areas other than the participant's home, the Authority will consider the following:

- The participant's family situation (e.g. a participant who is a child whose parents are separated, and spends time at both parents' homes);
- Frequency of visits and length of time spent per visit to the area that room temperature control equipment is requested;
- Benefit to the participant from funding room temperature control equipment as requested; and
- Alternatives and any consequences of the service not being provided.

12.3 Contribution to operating costs

The Authority may contribute to the costs associated with the operation of room temperature control equipment. Operating costs may include the cost of electricity or gas and consumable items such as lubricating oil and filters. The Authority will only consider a contribution to the cost of electricity or gas where an increase in the total consumption can be shown to relate directly to the running of the room temperature control equipment (e.g. the participant now requires to use the room temperature control equipment more frequently as a result of the injuries from the motor accident) whether the equipment was purchased by the Authority or previously owned by the participant.

To calculate the amount of electricity or gas for which the Authority is liable for the difference in pre- and post-accident electricity or gas, costs must be demonstrated by the production of accounts or account summaries. The Authority will calculate additional electricity or gas costs based on the increase in kilowatt hours or cubic metres multiplied by the cost per unit, rather than the gross dollar increase, which may be related to increases in other costs for which the Authority is not liable.

The Authority will calculate the costs associated with the operation of room temperature control equipment having regard to the following factors:

- The equipment to be operated, e.g. air-conditioner or heater;
- The number and size of rooms to be heated/cooled;
- Whether the room temperature control equipment is used by the participant alone and whether there is a mutual benefit for other household members;
- The proportion of the pre-accident utility accounts related to the participant's usage; and

- Eligibility for energy concessions such as the pensioner concession card.

Any change of domestic circumstances or prolonged absence from home will require a reassessment of the Authority's contribution rate to the operating costs.

12.4 Contribution to maintenance and repair costs

The Authority may contribute to the costs associated with the maintenance and repair of room temperature control equipment. Maintenance and repair costs may include servicing, preventative maintenance and repairs. The Authority will fund a contribution to the reasonable costs of servicing, preventative maintenance and repairs of room temperature control equipment.

The Authority will negotiate this contribution having regard to the equipment to be operated, e.g. air-conditioner or heater and the number and size of rooms to be heated or cooled.

Any change of domestic circumstances or prolonged absence from home will require a reassessment of contribution rate. To reimburse the approved contribution to gas or electricity costs, the Authority requires a copy of the gas or electricity account showing the calculation of cost for utility consumption and evidence of payment of the account.

The Authority will not fund:

- Room temperature control equipment where there is no clinical evidence that the participant is unable to self regulate their body temperature as a result of the motor accident injury;
- Room temperature control equipment for a condition that is not related to or caused by the motor accident injury; or
- Room temperature control equipment for areas of a participant's home that the participant is unable to access or is not required to access on a daily basis, such as a second bathroom or second lounge room.

(Note: This version of Part 14 of the Lifetime Care and Support Guidelines applies to all new applications for participation in the Lifetime Care and Support Scheme received on or after 1 October 2009, and applies to all participants in the scheme on or after that date.)

(ii) inserting after Part 14:

PART 15

Artificial limb services

This part of the Lifetime Care and Support Guidelines is issued under section 58 of the Motor Accidents (Lifetime Care and Support) Act 2006.

To avoid requirements that might be unreasonable in the circumstances on any participant, the Authority may waive observance of any part or parts of these Guidelines.

Policy

The Authority will fund the reasonable and necessary cost of prostheses for a participant who has had an amputation as a result of the motor accident injury.

Definitions

Prosthesis: an artificial substitute for a missing part, such as a leg, used for functional or cosmetic reasons, or both.

Providers: refers to accredited medical prescribers, amputee clinics and limb manufacturers.

Artificial limb services funded by the Authority

Services should only be provided by providers accredited by the NSW Artificial Limb Service (NSW ALS) Guidelines for Accreditation of Amputee Units, Prescribing Medical Specialists, Prosthetists and Prosthetic Manufacturers (October 2007), or the most current version thereof.

The Authority will fund the reasonable and necessary costs of prostheses for participants with an amputation where:

- Prescriptions provided to the Authority are issued by prescribers accredited by the NSW ALS;
- Participants receive clinic services from clinics with NSW ALS accreditation;
- Services are provided by manufacturers accredited by NSW ALS; and
- Services are provided by prosthetists accredited by NSW ALS.

(Note: Part 15 of the Lifetime Care and Support Guidelines applies to all new applications for participation in the Lifetime Care and Support Scheme received on or after 1 October 2009, and applies to all participants in the scheme on or after that date.)

NATIONAL PARKS AND WILDLIFE ACT 1974

Chaelundi National Park and SCA

Werboldera SCA

Yaouk Nature Reserve

Dananbilla, Koorawatha, Illunie and

Gungewalla Nature Reserves

Plans of Management

A plan of management for Chaelundi National Park and State Conservation Area was adopted by the Minister for Climate Change and the Environment on 29th May 2009, a plan of management for Werboldera State Conservation Area was adopted on 10th August 2009, and plans of management for Yaouk Nature Reserve and for Dananbilla, Koorawatha, Illunie and Gungewalla Nature Reserves were adopted on 18th August 2009.

Copies of the Chaelundi plan are available from the NPWS North Coast Region Office, Level 3, 49 Victoria Street, Grafton (phone 6641 1500). Copies of the Werboldera and Yaouk plans are available from the NPWS South West Slopes Region Office at 7A Adelong Street, Tumut (phone 6947 7000). Copies of the Dananbilla plan are available from the NPWS Queanbeyan Area Office at 11 Farrer Place, Queanbeyan (phone 6229 7000). The plans are also on the website: www.environment.nsw.gov.au.

STATUTORY AND OTHER OFFICES REMUNERATION ACT 1975

Report and Determination Pursuant to
Section 14 of the Act

Report:

1. On 8 September 2009, the Minister for Public Sector Reform, the Hon John Robertson MLC, directed the Statutory and Other Offices Remuneration Tribunal (the

Tribunal), pursuant to section 14 (1) of the Statutory and Other Offices Remuneration Act 1975 (SOOR Act), to make a determination concerning the remuneration to be paid to the Information Commissioner.

2. For remuneration purposes the office of Information Commissioner is listed in Schedule 1 of the SOOR Act. This is a new position and the Tribunal has not previously made a determination on the remuneration payable for this office.
3. The office of Information Commissioner is constituted under the Government Information (Information Commissioner) Act 2009. Various functions are conferred on the Information Commissioner, most notably, overseeing government agencies' functions under the Government Information (Public Access) Act 2009 (GIPA Act). Upon commencement of the GIPA Act agencies will be required to publish certain categories of information, are encouraged to proactively release other government information and, where access application is made, release information unless there is an overriding public interest against disclosure. The GIPA Act will commence in March 2010 and will replace the Freedom of Information Act 1989.
4. The Information Commissioner will advise the assist agencies, including local authorities, to meet their legislative obligations including promoting an open government culture and building public awareness of information access rights. The Information Commissioner will lead and manage the staff and other resources of the Office of the Information Commissioner, to effectively and efficiently meet strategic objectives and fulfil reporting requirements.
5. The Information Commissioner will also assume the responsibilities previously undertaken by the NSW Ombudsman in regard to reviewing agency decisions and investigating complaints about agencies in relation to their information disclosure obligations. The Information Commissioner will, like the Ombudsman, have robust investigative powers including the inquiry powers of a Royal Commission. The Information Commissioner will report annually to Parliament and may make reports and recommendations at any time for legislative and administrative changes to further the objects of the GIPA Act.
6. Having regard to the above, and having considered the views of the Assessors, the Tribunal is of the view that the Information Commissioner should receive an annual salary of \$275,000 and so determines.

Determination:

Pursuant to section 14 of the Statutory and Other Offices Remuneration Act 1975 the Tribunal determines that the office of Information Commissioner shall receive \$275,000 with effect from 1 October 2009.

CHRIS RAPER
Statutory and Other Offices Remuneration Tribunal
17 September 2009

**SYDNEY WATER ACT 1994
LAND ACQUISITION (JUST TERMS
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land and Easements
at the Blue Mountains in the Local Government Area of
Blue Mountains

SYDNEY WATER CORPORATION declares, with the approval of Her Excellency, the Governor, that Land described in the First to Eighth Schedules hereto and the Interests in land described in the Ninth to Eighteenth Schedules hereto are acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purpose of the Sydney Water Act 1994.

Dated at Sydney this 23rd day of September 2009.

Signed for Sydney Water Corporation by its Attorneys
Peter Vincent Byrne
Edward Kenneth Harvey

who hereby state at the time of executing this instrument have no notice of the revocation of the Power of Attorney Registered No. 606 Book 4541 under the Authority of which this instrument has been executed.

SCHEDULE 1

All that piece or parcel of land in the Local Government Area of Blue Mountains, Locality of Blaxland, Parish of Strathdon, County of Cook, and State of New South Wales, being Lot 4, Deposited Plan 1092920, having a total area of 324.9m².

SCHEDULE 2

All that piece or parcel of land in the Local Government Area of Blue Mountains, Locality of Warrimoo, Parish of Strathdon, County of Cook, and State of New South Wales, being Lot 2, Deposited Plan 1090950, having a total area of 85.0m².

SCHEDULE 3

All that piece or parcel of land in the Local Government Area of Blue Mountains, Locality of Springwood, Parish of Magdala, County of Cook, and State of New South Wales, being Lot 1, Deposited Plan 1084671, having a total area of 60.7m².

SCHEDULE 4

All that piece or parcel of land in the Local Government Area of Blue Mountains, Locality of Springwood, Parish of Magdala, County of Cook, and State of New South Wales, being Lot 1, Deposited Plan 1066099, having a total area of 196.5m².

SCHEDULE 5

All that piece or parcel of land in the Local Government Area of Blue Mountains, Locality of Springwood, Parish of Magdala, County of Cook, and State of New South Wales, being Lot 1, Deposited Plan 1085763, having a total area of 275.8m².

SCHEDULE 6

All that piece or parcel of land in the Local Government Area of Blue Mountains, Locality of Lawson, Parish of Linden, County of Cook, and State of New South Wales, being Lot 2, Deposited Plan 1086621, having a total area of 70.8m².

SCHEDULE 7

All those pieces or parcels of land in the Local Government Area of Blue Mountains City, Locality of Hazelbrook, Parish of Woodford, County of Cook, and State of New South Wales, being Lots 10 and 11, Deposited Plan 1086402, having respective areas of 264.5m² and 87.8m².

SCHEDULE 8

All that piece or parcel of land in the Local Government Area of Blue Mountains City, Locality of North Katoomba, Parish of Blackheath, County of Cook, and State of New South Wales, being Lot 1, Deposited Plan 868062, having a total area of 100m².

SCHEDULE 9

An Easement for Sewerage Purposes more fully described in Memorandum 7158328D lodged at the Department of Lands (Division of Land and Property Information NSW), Sydney over all that piece or parcel of land having a total area of 695.7m² being part of Lot 116, Deposited Plan 751662 being Crown Reserve (R83996) for public recreation by Government Gazette dated 11-09-1962 in the Local Government Area of Blue Mountains, Locality of Blaxland, Parish of Strathdon, County of Cook, and State of New South Wales as “(A) PROPOSED EASEMENT FOR SEWERAGE PURPOSES 3 WIDE AND VARIABLE”

SCHEDULE 10

An Easement for Access and Services more fully described in Memorandum 7158335G lodged at the Department of Lands (Division of Land and Property Information NSW), Sydney over all that piece or parcel of land having an area of 189.4m² being part of Crown Road Reserve in the Local Government Area of Blue Mountains, Locality of Warrimoo, Parish of Strathdon, County of Cook, and State of New South Wales, being the land shown on, Deposited Plan 1090950 as “(A) PROPOSED EASEMENT FOR ACCESS AND SERVICES VARIABLE WIDTH.”

SCHEDULE 11

An Easement for Access and Services more fully described in Memorandum 7158335G lodged at the Department of Lands (Division of Land and Property Information NSW), Sydney over all that piece or parcel of land having an area of 331.5m² being part of Crown Road Reserve in the Local Government Area of Blue Mountains, Locality of Springwood, Parish of Magdala, County of Cook, and State of New South Wales, being the land shown on, Deposited Plan 1084671 as “(A) PROPOSED EASEMENT FOR ACCESS AND SERVICES VARIABLE WIDTH.”

SCHEDULE 12

An Easement for Access more fully described in Memorandum 7158333L lodged at the Department of Lands (Division of Land and Property Information NSW), Sydney over all that piece or parcel of land having an area of 706.3m² being part of Crown Road Reserve in the Local Government Area of Blue Mountains, Locality of Springwood, Parish of Magdala, County of Cook, and State of New South Wales, being the land shown on, Deposited Plan 703925 as “PROPOSED EASEMENT FOR ACCESS 5 WIDE, 9 WIDE AND VARIABLE WIDTH.”

SCHEDULE 13

An Easement for Access more fully described in Memorandum 7158333L lodged at the Department of Lands (Division of Land and Property Information NSW), Sydney over all that piece or parcel of land having an area of 131.3m² being part of Lot 7005, DP 1055761 in the Local Government Area of Blue Mountains, Locality of Springwood, Parish of Magdala, County of Cook, and State of New South Wales, being the land shown on, Deposited Plan 1066099 as “(A) PROPOSED EASEMENT FOR ACCESS 8 WIDE AND VARIABLE.”

SCHEDULE 14

An Easement for Access more fully described in Memorandum 7158333L lodged at the Department of Lands (Division of Land and Property Information NSW), Sydney over all that piece or parcel of land having an area of 1.8m² being part of Lot 7005, DP 1055761 in the Local Government Area of Blue Mountains, Locality of Springwood, Parish of Magdala, County of Cook, and State of New South Wales, being the land shown on, Deposited Plan 1066099 as “(B) PROPOSED EASEMENT FOR ACCESS VARIABLE WIDTH.”

SCHEDULE 15

An Easement for Access more fully described in Memorandum 7158335G lodged at the Department of Lands (Division of Land and Property Information NSW), Sydney over all that piece or parcel of land having an area of 17.1m² being part of Lot 7005, DP 1055761 in the Local Government Area of Blue Mountains, Locality of Springwood, Parish of Magdala, County of Cook, and State of New South Wales, being the land shown on, Deposited Plan 1066099 as “(C) PROPOSED EASEMENT FOR ACCESS AND SERVICES 1.5 WIDE”

SCHEDULE 16

An Easement for Access more fully described in Memorandum 7158333L lodged at the Department of Lands (Division of Land and Property Information NSW), Sydney over all those pieces or parcels of land having an area of 564.4m² being those parts of Lot 7005, Deposited Plan 1055761 and Lot 1, Deposited Plan 41619 in the Local Government Area of Blue Mountains, Locality of Springwood, Parish of Magdala, County of Cook, and State of New South Wales, being the land shown on, Deposited Plan 637655 as “PROPOSED EASEMENT FOR ACCESS 4 WIDE AND VARIABLE WIDTH.”

SCHEDULE 17

An Easement for Access more fully described in Memorandum 7158333L lodged at the Department of Lands (Division of Land and Property Information NSW), Sydney over all that piece or parcel of land having an area of 142.3m² being part of Reserve R.63461 for Public Recreation in the Local Government Area of Blue Mountains, Locality of Lawson, Parish of Jamison, County of Cook, and State of New South Wales, being the land shown on, Deposited Plan 1066100 as “(A) PROPOSED EASEMENT FOR ACCESS VARIABLE WIDTH.”

SCHEDULE 18

An Easement for Access and Services more fully described in Memorandum 7158335G lodged at the Department of Lands (Division of Land and Property Information NSW), Sydney over all that piece or parcel of land having an area of 31.3m² being part of Oaklands Road, Hazelbrook in the Local Government Area of Blue Mountains, Locality of Hazelbrook, Parish of Woodford, County of Cook, and State of New South Wales, being the land shown on, Deposited Plan 1086402 as “(A) PROPOSED EASEMENT FOR ACCESS AND SERVICES 4 WIDE.”

[Sydney Water reference: 2007/05091F]

PUBLIC LOTTERIES ACT 1996

Keno – Approval of Keno Rules

I, THE HONOURABLE KEVIN GREENE, M.P., Minister for Gaming and Racing and Minister for Sport and Recreation, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”) DO HEREBY APPROVE the Rules annexed to this instrument for the conduct of Games of Keno by the joint licensees Jupiters Gaming (NSW) Pty Limited and ClubKENO Holdings Pty Limited.

Dated this 15th day of September 2009.

The Hon KEVIN GREENE, M.P.,
Minister for Gaming and Racing and Minister for Sport and Recreation

KENO RULES

1. General

These Rules govern the playing of Keno and are effective on and from 25 September 2009.

Subject to the Act and these Rules, the Game of Keno is the exclusive responsibility of the Licensees and the Venues.

2. Definitions

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

- (i) “Act” means the Public Lotteries Act 1996, as that Act may be amended from time to time, and any regulations made thereunder;
- (ii) “Approved” means approved in writing by the Minister and “Approval” has a corresponding meaning;
- (iii) “Backup Site” means the site at which the computer system which acts as a backup to the Central Site Computer is located;
- (iv) “Bonus Prize” means an Approved prize offered to Subscribers to a Game of Keno over and above those prizes indicated on any Schedule of Prizes;
- (v) “Box” or “Boxed” means an option on the “Quinella Place”, “Quinella”, “Exact Quinella”, “Trio”, “Trifecta”, “Quartet”, “Five Up” and “Superfecta” bet types in a game of Keno Racing that allows a Subscriber to forecast the result of the game by combining their selected Rows into all possible combinations on one Entry. A Subscription is payable in respect of each combination;
- (vi) “Casino Licensee” means a holder of a licence granted under Section 18 of the Casino Control Act 1992;
- (vii) “Category”, and references to a game being of a particular “Category”, means a Category listed in a table in the licence held by the Licensees, which governs the apportionment of each Subscription for each game, including the Commission and the Keno Prize Fund Contribution. Each type of game is allocated a Category under these Rules;
- (viii) “Central Site” means the site at which the Central Site Computer is operative and in direct control of the computing of the Game of Keno;
- (ix) “Central Site Computer” means the computer system that is used to process, store and display the Game of Keno;
- (x) “Chip” means a chip issued by a Casino Licensee under the Casino Control Act 1992;
- (xi) “Club” means a club holding a certificate of registration under the Registered Clubs Act 1976.

- (xii) “Column” or “Columns” means the 8 numbers in 1 column of the Keno Grid whereby:
 Column 1 means the numbers: 1, 11, 21, 31, 41, 51, 61 and 71,
 Column 2 means the numbers: 2, 12, 22, 32, 42, 52, 62 and 72,
 Column 3 means the numbers: 3, 13, 23, 33, 43, 53, 63 and 73,
 Column 4 means the numbers: 4, 14, 24, 34, 44, 54, 64 and 74,
 Column 5 means the numbers: 5, 15, 25, 35, 45, 55, 65 and 75,
 Column 6 means the numbers: 6, 16, 26, 36, 46, 56, 66 and 76,
 Column 7 means the numbers: 7, 17, 27, 37, 47, 57, 67 and 77,
 Column 8 means the numbers: 8, 18, 28, 38, 48, 58, 68 and 78,
 Column 9 means the numbers: 9, 19, 29, 39, 49, 59, 69 and 79, and
 Column 10 means the numbers: 10, 20, 30, 40, 50, 60, 70 and 80;
- (xiii) “Combination” means a combination of 1 to 10, 15, 20 and 40 Spots selected by the Subscriber from the 80 available numbers, where each Combination is taken to be a separate Game played by the Subscriber;
- (xiv) “Combination Bet” means an advanced form of Entry whereby a Subscriber may play 2 or more different Combinations in the same game on the same Entry.
 The Subscriber (or in the case of a Standard Superplay, the Central Site Computer) selects the Spots and creates non-intersecting groups of those Spots (“Groups”) on the one Entry. A Group may comprise of a minimum one Spot only. A Spot may not form (and will not be counted as forming) part of more than one Group. All Spots forming part of a particular Group will be identified on the Receipt Ticket by the same alpha or alpha numeric character, which character will be different from the characters allocated to the Spots comprising other Groups.
 The Combinations are formed by combining all the Spots in a Group or by combining all the Spots in a Group with all the Spots in another Group or Groups. The Subscriber must nominate the types of Combinations (except in the case of a Superplay, in which case the types of Combinations are pre-programmed), the amount to be wagered for each Combination and the number of games to be played. A Subscriber may (but need not) nominate all types of Combinations capable of being formed using the Groups selected (“All Combinations Bet”). For each type of Combination, the Subscriber must play the maximum number of Combinations which can be played using the Groups selected. This maximum number is as calculated by the Central Site Computer and specified on the Receipt Ticket;
- (xv) “Combo Bet” has the same meaning as Combination Bet;
- (xvi) “Commission” means an amount paid to a Venue by Subscribers, in the Venue’s own right (and not as agent of the Licensees), and which:
 (A) the Venue is entitled to deduct and retain from the Gross Subscription which the Venue receives from the Subscriber and deals with as agent of the Subscriber, pursuant to Rule 7(f); or
 (B) the Operating Company is directed by the Subscriber to pay to the Venue, on behalf of the Subscriber, from the face value of a Prepaid Voucher, in accordance with the terms of the Prepaid Voucher and Rule 9B(a); or
 (C) the Venue is entitled to deduct and retain from the amount received from a Subscriber for the purchase of a Gift Voucher, in accordance with Rule 9A(b).
- (xvii) “Corner” or “Corners” means a square of 4 adjacent numbers in the Keno Grid;
- (xviii) “Crossed Cheque” means a cheque crossed as referred to in section 53 of the Cheques Act 1986 of the Commonwealth;
- (xix) “Customer Session” means the period of time when a Subscriber either:
 (i) makes an Entry in a Game of Keno; or
 (ii) checks a Receipt Ticket; or
 (iii) cancels an Entry in a Game of Keno
 to that time when the End Customer Terminal key is activated;
- (xx) “Customised Superplay” means a form of Combination Bet where the types of Combinations, the Groups and the Spots forming part of each Group applicable to that Combination Bet have been previously programmed for a particular Venue to accommodate particular Subscribers at that Venue and made available by that Venue from time to time;
- (xxi) “Delayed Start Entry” means an Entry for a game which is not open at the time the Receipt Ticket for that Entry is issued;
- (xxii) “Delayed Start Game” means an Approved game in which Delayed Start Entries are permitted;
- (xxiii) “Drawing”, “Draw” or “Drawn” means the random selection by a Draw Device of 20 winning numbers;

- (xxiv) “Draw Device” means a device Approved for conducting a Draw being an electronically operated device which selects at random and one at a time, from a set of one to eighty numbers, the 20 winning numbers, in each Game of Keno;
- (xxv) “Entry” means an entry referred to in Rule 7;
- (xxvi) “Entry Form” means an Approved form that may be completed by a person wishing to enter a Game of Keno;
- (xxvii) “Game of Keno” means the competition styled “Club Keno” or “Star Keno” conducted under the Act and “Keno”, “Keno game” and “game” shall have the same meaning;
- (xxviii) “Game Results Inquiry” means a request from a Subscriber to display on a Terminal or to display on and print from a Terminal the results of a game or games;
- (xxix) “Gift Voucher” means an Approved document issued by a Venue which is the acknowledgment of the payment of money by a Subscriber and which entitles the holder (whether the initial Subscriber or another) to enter a particular type of Game of Keno;
- (xxx) “Group” has the meaning given in Rule 2 (a) (xiv);
- (xxxi) “Gross Subscription” means (subject to Rule 11 regarding cancellation of Entries) the amount prescribed by the Minister to be paid by a Subscriber for entry to a Game of Keno, and includes the amount of Commission received and retained by a Venue pursuant to Rule 7(f), and also includes the face value of Gift Vouchers, Prepaid Vouchers and Subscription Chips which have been used as Subscriptions for Games of Keno, and the applicable amount of the face value of SST Receipts that is used as Subscriptions for Games of Keno;
- (xxxii) “Heads or Tails?” means the form of the Game of Keno, being a Category Q game, which may be played separately to other forms of the Game of Keno, the object of which is to forecast the distribution of the Drawn numbers. In this form of game, a Subscriber attempts to forecast the result of a single Game of Keno as being one of “Heads”, “Tails” or “Evens” as described following:
- (a) The result of a game is “Heads” when 11 or more of the 20 numbers Drawn in that Game of Keno are numbers in the range 1 to 40 inclusive;
 - (b) The result of a game is “Tails” when 11 or more of the 20 numbers Drawn in that Game of Keno are numbers in the range 41 to 80 inclusive;
 - (c) The result of a game is “Evens” when ten (10) of the 20 numbers Drawn in that Game of Keno are numbers in the range 1 to 40 inclusive and ten (10) of the 20 numbers Drawn in the same Game of Keno are numbers in the range 41 to 80 inclusive;
- If the Subscriber correctly forecasts the result of that game, then, subject to these Rules, a prize will be payable calculated in accordance with Rule 18(c);
- (xxxiii) “Hotel” means the holder of an hotelier’s licence under the Liquor Act 1982 (NSW) or an Hotel Licence under the Liquor Act 2007 but not being a general bar licence;
- (xxxiv) “Inspector” means a person appointed by the Minister as an inspector under Section 69 of the Act to undertake functions associated with the conduct of the Game of Keno;
- (xxxv) “Jackpot” means the Regular Keno Jackpot and Keno Racing Jackpot;
- (xxxvi) “Jackpot Fill” means the sum described as the Jackpot Fill (if any) in Rule 18;
- (xxxvii) “Jackpot Growth” means (as the case may be):
- (a) for the Regular Keno Jackpot, the amount accrued at any given time in respect of the relevant Game of Keno as provided for in Rule 10(b); and
 - (b) for the Keno Racing Jackpot, the amount accrued at any given time in respect of the relevant Game of Keno as provided for in Rule 10(c);
- (xxxviii) “Keno Bonus” means the form of the Game of Keno, being a Category I game, which may only be played in conjunction with certain other forms of the Game of Keno as determined by the Operating Company (except Keno Racing), by which:
- (a) the Subscription for the Game of Keno it is played in conjunction with is multiplied by the Multiplier for the sole purpose of determining the prize payable on that Game of Keno in accordance with the Schedule of Prizes; and
 - (b) where Keno Bonus is played in conjunction with a Regular Keno Jackpot, the Keno Bonus Jackpot Prize is payable on winning a Regular Keno Jackpot game;
- (xxxix) “Keno Bonus Jackpot Prize” means the prize offered in respect of a Keno Bonus game played by a Subscriber in conjunction with Regular Keno Jackpot where a Regular Keno Jackpot Prize is payable and the Multiplier is either 2, 3, 4, 5 or 10.;
- (xl) “Keno Day” means the period between the start of Keno trading and the close of Keno trading, identified by the calendar day on which that period commenced;

- (xli) “Keno Grid” means the standard layout of the range of the numbers 1 to 80 on a Standard Game Entry Form;
- (xlii) “Keno Prize Fund” means the account established for payment of prizes that receives from Net Subscriptions an amount equal to the Keno Prize Fund Contributions;
- (xliii) “Keno Prize Fund Contribution” means:
- (a) for Heads or Tails? being a Category Q game – an amount equal to 80% of Subscriptions; and
 - (b) for Regular Keno, Keno Roulette, Keno Racing, Lucky Last and Keno Bonus, all being Category I games – an amount equal to 75% of Subscriptions;
- (xliv) “Keno to Go” means a Multi-Game Entry for not less than 50 games;
- (xlv) “Keno Racing” means the form of the Game of Keno, being a Category I game, which may be played separately to other forms of the Game of Keno, the object of which is to forecast the distribution of the Drawn numbers across the Rows of the Keno Grid in each game. In this form of the Game of Keno, a Subscriber attempts to forecast which Row shall be “First”, “Second”, “Third”, “Fourth”, “Fifth” or “Sixth” as described following:
- (a) “First” is the Row that has the most amount of Drawn numbers at the end of the Game of Keno;
 - (b) “Second” is the Row that has the second most amount of Drawn numbers at the end of the Game of Keno;
 - (c) “Third” is the Row that has the third most amount of Drawn numbers at the end of the Game of Keno;
 - (d) “Fourth” is the Row that has the fourth most amount of Drawn numbers at the end of the Game of Keno;
 - (e) “Fifth” is the Row that has the fifth most amount of Drawn numbers at the end of the Game of Keno;
 - (f) “Sixth” is the Row that has the sixth most amount of Drawn numbers at the end of the Game of Keno;

Where two or more Rows have the same amount of Drawn numbers at the end of the Game of Keno, the Row that achieved that amount of Drawn numbers earliest in time in the Game of Keno shall be placed ahead of the other Row or Rows and so on until an order is achieved. (In the event that two or more Rows each have no Drawn numbers at the end of the Game of Keno, each of these Rows shall be deemed to finish equal in the next available place in that Game).

In this form of Game of Keno, a Subscriber may select one or more bet types in attempting to forecast the order of the Rows. These bet types are described as follows:

- (a) “Win”, where a Subscriber attempts to forecast which Row shall be “First”;
- (b) “Place”, where a Subscriber attempts to forecast that a selected Row shall be either “First”, “Second” or “Third” ;
- (c) “Quinella Place”, where a Subscriber attempts to forecast any two Rows that shall be “First”, “Second” or “Third” irrespective of their order;
- (d) “Quinella”, where a Subscriber attempts to forecast which two Rows shall be “First” and “Second” irrespective of their order;
- (e) An “Exact Quinella”, where a Subscriber attempts to forecast which two Rows shall be “First” and “Second” in the correct order;
- (f) A “Trio”, where a Subscriber attempts to forecast which three Rows shall be “First”, “Second” and “Third” irrespective of their order;
- (g) A “Trifecta”, where a Subscriber attempts to forecast which three Rows shall be “First”, “Second” and “Third” in the correct order;
- (h) A “Quartet”, where a Subscriber attempts to forecast which four Rows shall be “First”, “Second”, “Third” and “Fourth” in the correct order;
- (i) A “Five Up”, where a Subscriber attempts to forecast which five Rows shall be “First”, “Second”, “Third”, “Fourth” and “Fifth” in the correct order; and
- (j) A “Superfecta”, where a Subscriber attempts to forecast which six Rows shall be “First”, “Second”, “Third”, “Fourth”, “Fifth” and “Sixth” in the correct order.

If the Subscriber correctly forecasts the result of that game, then, subject to these Rules, a prize shall be payable calculated in accordance with Rule 18 (d);

- (xlvi) “Keno Racing Jackpot” means the form of the Game of Keno Racing, the object of which is to correctly forecast either the first four Rows in the correct order (“Quartet”), the first five Rows in the correct order (“Five Up”) or the first six Rows in the correct order (“Superfecta”);

- (xlvii) “Keno Racing Jackpot Prize” means the prize offered in respect of an Entry in a Keno Racing Jackpot which correctly forecasts either the first four rows in the correct order (“Quartet”), the first five rows in the correct order (“Five Up”) or the first six rows in the correct order (“Superfecta”);
- (xlviii) “Keno Roulette” means the form of the Game of Keno, being a Category I game, which may be played separately to other forms of the Game of Keno, the object of which is to forecast the first number Drawn in each game. In this form of the game, a Subscriber may select one or more bet types in attempting to forecast the result of a single game. These bet types are described as follows:
- (a) “Straight Up” means a type of bet where a Subscriber attempts to forecast that the first number Drawn in a Game of Keno shall be a single selected number in the range 1 to 80 in the Keno Grid;
 - (b) “Pairs” means a type of bet where a Subscriber attempts to forecast that the first number Drawn in a Game of Keno shall be one of a selected Pair of numbers in the Keno Grid;
 - (c) “Corners” means a type of bet where a Subscriber attempts to forecast that the first number Drawn in a Game of Keno shall be one of a selected Corner of numbers in the Keno Grid;
 - (d) “Columns” means a type of bet where a Subscriber attempts to forecast that the first number Drawn in a Game of Keno shall be one of a selected single Column of numbers in the Keno Grid;
 - (e) “Rows” means a type of bet where a Subscriber attempts to forecast that the first number Drawn in a Game of Keno shall be one of a single selected Row of numbers in the Keno Grid;
 - (f) “Quarters” means a type of bet where a Subscriber attempts to forecast that the first ball Drawn in a Game of Keno shall be 1 of a single selected Quarter of numbers in the Keno Grid;
- If the Subscriber correctly forecasts the result of that game, then, subject to these Rules, a prize will be payable calculated in accordance with Rule 18(e);
- (xlix) “Keno Runner” means a person authorised by a Venue to collect Subscriptions directly from the Subscriber;
- (l) “Key Employee” has the meaning assigned to “key employee” by Section 4 of the Act;
- (li) “Kwikipik” means the form of entry whereby:
- (a) a Subscriber nominates the Subscription for each game, the number of Spots and the number of games and the Terminal selects the Spots; or
 - (b) in Keno Racing, a Subscriber nominates the bet type, the Subscription and, where applicable, whether the bet shall be Boxed and the Terminal selects the Rows; or
 - (c) in Keno Roulette, a Subscriber nominates the bet type, the number of selections to be made, the Subscription and the Terminal selects the Straight Ups, Pairs, Corners, Columns, Rows or Quarters as applicable; or
 - (d) in Heads or Tails? Prepick and Let it Run, a Subscriber nominates the bet type, the number of games, the Subscription and the Terminal selects the Heads, Tails or Evens selection for each game;
- (lii) “Let it Run” means the form of Prepick in which, subject to Rule 9(c) and 9(1), if the Subscriber correctly forecasts the result of the first game in a chosen series, the amount of the prize as specified in Rule 18(c) on that game is carried over as the Subscription for the next game in the series and in which this procedure continues until such time as the series of games is complete or the Subscriber incorrectly forecasts one of the game results in the series or the Subscriber cancels the ticket;
- (liii) “Licensees” means Clubkeno Holdings Pty Limited ABN 51 002 821 570 and Jupiters Gaming (NSW) Pty Limited ABN 16 003 992 327;
- (liv) “Lucky Last” means the form of the Game of Keno, being a Category I game, which may only be played in conjunction with certain other forms of the Game of Keno as determined by the Licensees (except Heads or Tails?, Keno Racing and Keno Roulette), the object of which is to match a selected number against the last number Drawn in that game;
- (lv) “Major Prize” means a prize of more than \$1,000 won in a Game of Keno but does not include that part of the prize comprising the Jackpot Fill, Jackpot Growth or Keno Bonus Jackpot Prize (if any);
- (lvi) “Minister” means the Minister for the time being administering the Act or the Minister’s duly appointed representative, delegate or replacement;
- (lvii) “Multi – Game” means the form of Entry whereby a Subscriber enters a number of games;
- (lviii) “Multiplier” means the multiplier that applies to the cumulative total of the twenty numbers Drawn from numbers between 1 and 80 where:
- (a) the multiplier of 1x is assigned to the cumulative totals set out in Part A of the schedule;
 - (b) the multiplier of 2x is assigned to the cumulative totals set out in Part B of the schedule;
 - (c) the multiplier of 3x is assigned to the cumulative totals set out in Part C of the schedule;

- (d) the multiplier of 4x is assigned to the cumulative totals set out in Part D of the schedule;
- (e) the multiplier of 5x is assigned to the cumulative totals set out in Part E of the schedule; and
- (f) the multiplier of 10x is assigned to the cumulative totals set out in Part F of the schedule;
- (lix) “Net Subscription” means the amount which the Venues hold and deal with as agent of the Licensees in accordance with Rule 7(h), being the Gross Subscription less the Commission including that part of the face value of a Gift Voucher, Prepaid Voucher or a Subscription Chip or an SST Receipt which has been used as a Subscription, remaining after payment of the Venue’s Commission in accordance with Rule 9A(b), Rule 9B(a) or Rule 9C(c), as the case may be;
- (lx) “Operating Company” means Jupiters Gaming (NSW) Pty Limited ABN 16 003 992 327;
- (lxi) “Pair” or “Pairs” means a range of 2 vertically or horizontally adjacent numbers in the Keno Grid;
- (lxii) “Parlay” means the form of Entry whereby a Subscriber, subject to Rule 15(d), chooses to subscribe all or part of the Total Prize Money instead of collecting the Total Prize Money;
- (lxiii) “Premises” means the premises owned or occupied by a Venue, at which a Venue is permitted to accept Entries and Subscriptions for Games of Keno pursuant to these Rules, and in respect of a Casino Licensee means the area or areas defined or redefined as the boundaries of the casino pursuant to section 19 of the Casino Control Act 1992;
- (lxiv) “Prepaid Voucher” means an Approved document issued by the Operating Company or a Venue, which is an acknowledgment of the payment of money (whether by the Operating Company or a Venue) and which operates as a direction to the Operating Company to pay an amount on behalf of the holder, and entitles the holder to enter a particular type of Game of Keno;
- (lxv) “Prepick” means the form of Heads or Tails? in which a Subscriber can vary a selection of Heads, Tails or Evens over a series of up to five (5) consecutive games of Heads or Tails? in a single Entry;
- (lxvi) “Print Pay Ticket” means a ticket issued by a Terminal detailing all games entered and all prizes won by an Entry;
- (lxvii) “Pro rating” means the proportional reduction in value of all Major Prizes, Bonus Prizes and additional Approved prizes, in a Game of Keno so that the aggregate value of those prizes equals \$3,000,000;
- (lxviii) “Quarter” or “Quarters” means the 20 numbers in a quarter of the Keno Grid whereby:
 Quarter 1 means the 20 numbers: 1 to 5 inclusive, 11 to 15 inclusive, 21 to 25 inclusive and 31 to 35 inclusive,
 Quarter 2 means the 20 numbers: 6 to 10 inclusive, 16 to 20 inclusive, 26 to 30 inclusive and 36 to 40 inclusive,
 Quarter 3 means the 20 numbers: 41 to 45 inclusive, 51 to 55 inclusive, 61 to 65 inclusive and 71 to 75 inclusive, and
 Quarter 4 means the 20 numbers: 46 to 50 inclusive, 56 to 60 inclusive, 66 to 70 inclusive and 76 to 80 inclusive;
- (lxix) “Quick Pick” has the same meaning as Kwikipik;
- (lxx) “Receipt Ticket” means the serial numbered ticket issued by a Terminal on which is recorded the particulars of an Entry;
- (lxxi) “Regular Keno” means the form of Game of Keno, being a Category I game, in which a person selects 1 to 10, 15, 20 or 40 numbers, from the set: 1 to 80, the object being to match (or in some cases not to match) those numbers against the 20 winning numbers Drawn in each game;
- (lxxii) “Regular Keno Jackpot” means the form of the Game of Keno the object of which is to match all seven (7), eight (8), nine (9) or ten (10) spots selected, as the case may be, against the winning numbers Drawn in that game;
- (lxxiii) “Regular Keno Jackpot Prize” means the prize offered in respect of a Regular Keno Jackpot game played by a Subscriber which matches all Spots selected against the 20 winning numbers Drawn in that game.
- (lxxiv) “Replay” means the form of Entry whereby a Subscriber submits a Receipt Ticket and issues verbal instructions for any particular of the Entry which varies from the particulars recorded on the Receipt Ticket;
- (lxxv) “Row” or “Rows” means a range of 10 numbers in 1 row of the Keno Grid whereby:
 Row 1 means the range 1 to 10 inclusive,
 Row 2 means the range 11 to 20 inclusive,
 Row 3 means the range 21 to 30 inclusive,
 Row 4 means the range 31 to 40 inclusive,

Row 5 means the range 41 to 50 inclusive,
 Row 6 means the range 51 to 60 inclusive,
 Row 7 means the range 61 to 70 inclusive,
 Row 8 means the range 71 to 80 inclusive;

- (lxxvi) “Self Service Terminal” or “SST” means a Subscriber operated Terminal, that provides Subscribers the option of purchasing Entries, checking and redeeming Receipt Tickets and issuing and using SST Receipts.
- (lxxvii) “Schedule of Prizes” means the lists of prizes specified in Rule 18;
- (lxxviii) “Senior Writer” means the person authorised by a Venue to be in control of the operation of Keno at the Premises of that Venue;
- (lxxix) “Set Bet” has the same meaning as Superplay;
- (lxxx) “Spot” means an integer selected from the range of 1 to 80;
- (lxxxi) “SST Receipt” means a ticket issued by a Terminal which is an acknowledgement in place of cash to make an Entry, give change from an Entry or pay out winnings that a Subscriber may redeem up to the face value of cash and/or tender for payment of a Subscription for a Game of Keno.
- (lxxxii) “Standard Game Entry Form” means the Approved form that may be completed by a person wishing to play Regular Keno;
- (lxxxiii) “Standard Superplay” means a form of Combination Bet where the number of Groups, the size of each Group and the types of Combinations applicable to that Combination Bet have been pre-programmed into the Central Site Computer by the Operating Company and made available to Subscribers generally from time to time, the details for which are set out in the officially sanctioned brochures displayed or available for inspection at any Venue. The Central Site Computer selects the Spots forming part of each Combination;
- (lxxxiv) “Standout” means an option on the “Quinella Place”, “Quinella”, “Exact Quinella”, “Trio”, “Trifecta”, “Quartet”, “Five Up” and “Superfecta” bet types in a game of Keno Racing that allows a Subscriber to nominate a particular Row or Rows that will finish “First” or “Second”, in the case of a “Quinella” or “Exact Quinella”; “First”, “Second” or “Third” in the case of a “Quinella Place”; “Trio” or “Trifecta”; “First”, “Second”, “Third” or “Fourth” in the case of a “Quartet”; “First”, “Second”, “Third”, “Fourth” or “Fifth” in the case of a “Five Up”; “First”, “Second”, “Third”, “Fourth”, “Fifth” or “Sixth” in the case of a “Superfecta” and to forecast the results of the game by combining these selections with other selected Rows to fill the other placing(s). A Subscription is payable in respect of each combination;
- (lxxxv) “Subscriber” means:
- (i) a person who subscribes to the Game of Keno by way of Entry; and
 - (ii) where the context permits in, and for the purposes of, Rules 9A, 9B and 9D a person who purchases a Gift Voucher, a person who receives a Prepaid Voucher or a person who receives a SST Receipt; and
 - (iii) where, in its absolute discretion, the Operating Company thinks it appropriate, includes a person who bears or submits a Receipt Ticket; and
 - (iv) where any person defined in sub paragraph (i), (ii) or (iii) is under a legal incapacity or has died, includes the legal personal representative of such person;
- (lxxxvi) “Subscription” means a Gross Subscription unless otherwise stated in these Rules;
- (lxxxvii) “Subscription Chip” means a Chip used by a Subscriber either for entry to a Game of Keno or for the purchase of a Gift Voucher;
- (lxxxviii) “Superplay” means the form of Entry whereby a Subscriber nominates:
- (a) a Standard Superplay; or
 - (b) a Customised Superplay.
- In both cases the Subscriber nominates the amount to be wagered for each Combination and the number of games;
- (lxxxix) “Supervisor” means a person appointed by the Operating Company to supervise the operation of Keno games;
- (xc) “Terminal” means an Approved device for either:
- (i) the processing of Entries, the issuing of Receipt Tickets or SST Receipts and the processing of claims; or
 - (ii) the processing of Entries and the issuing of Receipt Tickets or SST Receipts;

- (xci) “Total Prize Money” means the total amount of money payable to a person, as a result of the person winning money in respect of a Customer Session in a Game of Keno (whether or not that Customer Session relates to one, or more than one, game or Entry in the Game of Keno);
 - (xcii) “Unclaimed Prize Claim Form” means the document to be completed by a Subscriber in the event that:
 - (i) a Receipt Ticket or SST Receipt is lost or mutilated; or
 - (ii) a Receipt Ticket's or SST Receipt's record is no longer resident on magnetic media on the Central Site Computer;
 - (xciii) “Venue” means a Club, a Casino Licensee or a Hotel, appointed by the Licensees with Approval to accept Subscriptions for games of keno, and refers to the Venue acting in its own right, or as agent of the Licensees or of the Subscriber, as the context requires.
 - (xciv) “Verbal Entry” means the form of Entry which may be effected by the issue of verbal instructions by a person wishing to enter a Game of Keno and the issue of a Receipt Ticket;
 - (xcv) “With the Field” means an option on the “Quinella Place”, “Quinella”, “Exact Quinella”, “Trio”, “Trifecta”, “Quartet”, “Five Up” and “Superfecta” bet types in a game of Keno Racing that allows a Subscriber to combine their selected Rows with all the remaining Rows in the Keno Grid. A Subscription is payable in respect of each combination;
 - (xcvi) “Writer” means a person authorised by a Venue to operate a Terminal at the Premises of that Venue.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
 - (ii) a reference to a person shall include an organisation of persons whether incorporated or unincorporated;
 - (iii) except in relation to a Delayed Start Entry a reference to a number of games shall be taken to mean a number of consecutive games commencing with the game which is open at the time the Receipt Ticket for that Entry is issued;
 - (iv) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
 - (v) all references to sums of money are references to Australian dollars.

3. Application of these Rules

- (a) These Rules are to be read subject to the Act and shall apply to every Game of Keno. If there is any inconsistency between the Act and these Rules, the Act will prevail to the extent of any inconsistency.
- (b) These Rules shall be binding on all Subscribers and by making an Entry in a Game of Keno, purchasing a Gift Voucher or accepting a Prepaid Voucher, Subscribers agree to be bound by these Rules.

4. Object

The object of the Game of Keno, known as Regular Keno, is to select from 1 to 10, 15, 20 or 40 numbers, from the set: 1 to 80 and to match (or in some games not to match) those numbers against the 20 winning numbers Drawn in each game. A number of other forms of the Game of Keno also exist. These may be varied or discontinued and other forms of the Game of Keno may be introduced by the Operating Company from time to time.

5. Eligibility for Inclusion in a Game of Keno.

In order to be eligible for inclusion in a Game of Keno, a Receipt Ticket, the details of which must be recorded and be resident on magnetic media at the Central Site, must be issued to the Subscriber.

5A. Ineligibility of Certain Persons to Enter a Game of Keno

- (a) A Key Employee, an Inspector or an employee of the Licensees must not enter a Game of Keno.
- (b) An employee of a Venue during such time as that employee is in any way engaged in the operation of a Game of Keno must not enter a Game of Keno.
- (c) No person under the age of 18 years shall be permitted to enter a Game of Keno, whether personally, through another person, by mail, by using a Self Service Terminal, by electronic means or otherwise.
- (d) No person may make an Entry on behalf of a person under the age of 18 years.

6. Key Staff

- (a) Operating Company

A Supervisor must be present at all times while the game is in progress at the Central Site or at the Backup Site where a Draw Device is operative and the Supervisor is responsible for ensuring that the game is conducted in accordance with these Rules.

(b) Venue

A Senior Writer must be present at the Premises at all times while the game is in progress at those Premises and the Senior Writer is responsible for ensuring that the game is conducted in accordance with these Rules.

6A. Responsibility of Venue

- (a) A Venue that is a Club must at all times ensure that Games of Keno conducted on its Premises are conducted in accordance with the Registered Clubs Act 1976 and regulations made under that Act, the Public Lotteries Act 1996 and these Rules.
- (b) A Venue that is a Casino Licensee must at all times ensure that Games of Keno conducted on its Premises are conducted in accordance with the Casino Control Act 1992 and regulations made under that Act, the Public Lotteries Act 1996 and these Rules.
- (c) A Venue that is a Hotel must at all times ensure that Games of Keno conducted on its Premises are conducted in a manner that does not contravene the Liquor Act 1982 and regulations made under that Act, the Liquor Act 2007 and regulations made under that Act, the Public Lotteries Act 1996 and these Rules.

7. Entry and Entry Forms

- (a) Entry in a Game of Keno may only be made through a Venue in accordance with these Rules.
- (b) Entry in a Game of Keno, not being a Delayed Start Game, may only be made:
 - (i) either:
 - (a) by way of an Entry Form;
 - (b) by way of Self Service Terminal;
 - (c) by Replay; or
 - (d) in relation to:
 - (i) Lucky Last;
 - (ii) Heads or Tails?;
 - (iii) Keno Racing;
 - (iv) Keno Roulette;
 - (v) Parlay;
 - (vi) Kwikipik;
 - (vii) Superplay; or
 - (viii) Keno Bonus,
 - by Verbal Entry; and
 - (ii) by payment of the appropriate Subscription.
- (c) A Subscriber to a game of Heads or Tails? may only make one selection (ie. "Heads" or "Tails" or "Evens") per Game per Entry.
- (d) A Subscriber to a game of Keno Racing or Keno Roulette may make more than 1 selection per Entry.
- (e) Subject to Rule 9A relating to Gift Vouchers, Rule 9B relating to Prepaid Vouchers, Rule 9C relating to Subscription Chips, and Rule 9D relating to SST Receipts, each Gross Subscription must be paid by a Subscriber to a Venue (or to a Keno Runner on behalf of a Venue) and the Venue will hold the Gross Subscription as agent of the Subscriber until the Entry is completed.
- (f) Subject to Rule 9A relating to Gift Vouchers, Rule 9B relating to Prepaid Vouchers and Rule 9D relating to SST Receipts, a Subscriber must pay a Commission to the Venue in consideration for the Venue acting as agent of the Subscriber, and for that purpose authorises the Venue to retain from the Gross Subscription received from the Subscriber an amount calculated as:

$$\text{Gross Subscription} - \text{Keno Prize Fund Contribution}] \times 44\%$$
 by way of Commission, after the Entry is completed.
- (g) After a Subscriber has completed an Entry Form, a Replay or a Verbal Entry and the Gross Subscription has been received by the Venue, the Venue, on behalf of the Licensees, will deliver a Receipt Ticket to the Subscriber. A separate Receipt Ticket will be issued in respect of a Delayed Start Entry. The Entry is completed by the delivery of the Receipt Ticket and the Venue is taken to have discharged its duty as agent to the Subscriber by the delivery of the Receipt Ticket in accordance with this Rule.
- (h) Subject to Rule 9A relating to Gift Vouchers, Rule 9B relating to Prepaid Vouchers, Rule 9C relating to Subscription Chips and Rule 9D relating to SST Receipts, once the Entry is completed the Venue will be entitled to apply the Commission to its own account and will hold the Net Subscription as agent for and on behalf of the Licensees.
- (i) All marks appearing on an Entry Form shall be taken to have been made exclusively by the Subscriber and it is the responsibility of the Subscriber to ensure that the particulars recorded on a Receipt Ticket are identical to either those on the Entry Form submitted, or the Verbal Entry made, by the Subscriber.

- (j) Replay will be permitted only on the Keno Day on which the submitted Receipt Ticket was issued or on the following Keno Day.
- (k) If the particulars recorded on a Receipt Ticket are inconsistent with the particulars resident on magnetic media at the Central Site, the latter shall prevail to the exclusion of the former and shall determine what prize, if any, a Subscriber is entitled to claim.
- (l) Except in relation to a Delayed Start Game, an Entry will be for the game which is open at the time the Receipt Ticket for that Entry is issued. A Delayed Start Entry will be for the next Delayed Start Game.
- (m) Instructions printed on an Entry Form are to be read and construed as part of these Rules except that, in the event of any inconsistency, the latter shall prevail to the exclusion of the former.
- (n) An Entry Form shall be returned to the Subscriber on request.
- (o) Where a Subscriber enters a Game of Keno as the trustee, representative or nominee of another person, the Licensees, the Venue and every other person shall be taken not to have knowledge or to be on notice, whether actual or constructive, of any such arrangement and the transaction will be taken to have been conducted solely with the Subscriber.
- (p) Upon presentation of a Receipt Ticket a Subscriber may on the Keno Day on which that Receipt Ticket was issued but after the payment of any prize won by the Entry of which that Receipt Ticket is evidence request a Print Pay Ticket. A Subscriber shall be taken to have requested in accordance with this Rule a Print Pay Ticket in respect of each Entry effected by a Keno Runner on that Subscriber's behalf.
- (q) Upon presentation of a SST Receipt a Subscriber may on the Keno Day on which that SST Receipt was issued but after the payment of any payout of the SST Receipt, request a Print Pay Ticket.
- (r) No person may promote or take part in the formation of a syndicate for fee or reward for the purpose of making an Entry in a Game of Keno, except a Venue as authorised by the Operating Company.
- (s) No person may advertise by any means that he or she or some other person will accept money for a share in an Entry in a Game of Keno, except as provided by Rule 7(q).

8. Keno Runners

- (a) A Keno Runner may operate from anywhere within the Premises of the Venue which has authorised the Keno Runner.
- (b) The Keno Runner must return to the Subscriber all original Receipt Tickets, Entry Forms and Print Pay Tickets.
- (c) Any dispute between a Keno Runner and a Subscriber shall be brought to the attention of the Senior Writer.
- (d) A Keno Runner will not be responsible for the placement of Entries in any particular Game of Keno but will use best endeavours to place the Entry in the next available game. Acceptance of Subscriptions does not constitute an official Entry until such time as a Receipt Ticket has been issued.

9. Subscriptions

- (a) Acceptable forms of payment of a Subscription include:
 - (i) the tender of cash;
 - (ii) the tender of a Gift Voucher or Prepaid Voucher, in accordance with its terms;
 - (iii) the tender of a Subscription Chip, but only to a Casino Licensee;
 - (iv) the tender of a SST Receipt;
 - (v) Parlay;
 - (vi) any combination of the above.
- (b) No form of credit betting will be allowed.
- (c) Except as provided in Rule 9(d) – (k) inclusive the minimum Subscription for a game shall be \$1 and Subscriptions may increment in multiples of \$1 per game up to a maximum of \$9,999 for each Entry.
- (d) The aggregate of the Subscriptions payable for games comprising a Keno to Go Entry and Keno Bonus, played in conjunction with all Games of Keno on a Keno to Go Entry shall be discounted by an amount equivalent to the Subscription payable in respect of 1 game played by a Subscriber for every 50 games played by a Subscriber to be played in respect of that Entry. Where a Keno to Go Entry is cancelled in accordance with Rule 11, the amount of any refund shall be reduced by an amount equal to the total amount by which the aggregate of the Subscriptions paid in respect of that Entry was discounted pursuant to this Rule 9(d).
- (e) The minimum Subscription payable in respect of a Combination Bet Entry (excluding a Jackpot Entry) shall be:
 - (i) Where not less than 4 and not more than 19 Combinations are played – \$0.50 per Combination;
 - (ii) Where not less than 20 and not more than 49 Combinations are played – \$0.20 per Combination;
 - (iii) Where not less than 50 Combinations are played – \$0.10 per Combination.

- (f) Subscriptions in respect of Combination Bet Entries where not less than 4 Combinations are played may increment in multiples of \$0.10 per Combination.
- (g) A Subscription tendered in respect of a Delayed Start Entry must be for the same amount as the Subscription tendered in respect of Entry in the game which is open at the time the Delayed Start Entry is effected.
- (h) The minimum Subscription for a game of Heads or Tails? played by a Subscriber (including Prepick and Let it Run) shall be \$1. Subscriptions may increment in multiples of \$1 per game played by a Subscriber (provided that all games played by a Subscriber on an Entry must increment by the same amount) up to a maximum of \$500 per game played by a Subscriber (excluding Let it Run where the maximum allowable Subscription for the first game played by a Subscriber which is the subject of the Entry shall be \$500 per Entry). In relation to the second and subsequent Games which are the subject of a Let it Run Entry, the maximum allowable Subscription specified in Rule 9(c) shall not apply but eligibility for entry in the next Game of Keno shall be subject to the aggregate Subscription limits set out in Rule 9(j).
- (i) The minimum Subscription in respect of a game of Keno Racing shall be \$0.50 per each bet made subject to a minimum aggregate Subscription per game of Keno Racing of \$1.
- (j) Notwithstanding any Rule to the contrary, the aggregate of the Subscriptions that may be bet on one of the results of a game of Heads or Tails? in any one Game of Keno between the opening and closure of that game shall not exceed:
 - (i) for all Subscriptions placed on the result of Heads, \$500,000;
 - (ii) for all Subscriptions placed on the result of Tails, \$500,000;
 - (iii) for all Subscriptions placed on the result of Evens, \$170,000.

In the event that the prize in respect of any Let it Run game played by a Subscriber would, but for this Rule, result in the total Subscriptions for the next game exceeding the above limits, the Entry on the next game played by that Subscriber will not be accepted and the prize in respect of the previous game will be paid to that Subscriber.
- (k) The Subscription paid for Keno Bonus must be equivalent to the Subscription paid for the game it is played in conjunction with.
- (l) In circumstances where Keno Bonus is being played in conjunction with Let it Run, the amount of the prize that is carried over as the Subscription for the next game in the series shall be applied as follows:
 - (i) 50% of the prize as Subscription for Keno Bonus; and
 - (ii) 50% of the prize as Subscription for the game Keno Bonus is being played in conjunction with.
- (m) If the number of games of Keno Bonus being played on an Entry is less than the number of other Games of Keno being played on the Entry, Keno Bonus will be played in conjunction with the first and following games of Keno.
- (n) Subject to Rule 9A relating to Gift Vouchers, Rule 9B relating to Prepaid Vouchers, Rule 9C relating to Subscription Chips and Rule 9D relating to SST Receipts, Subscriptions will be received by a Venue as follows:
 - (i) until the Entry is completed the Venue will hold the Gross Subscription as agent of the Subscriber pursuant to Rule 7 (e);
 - (ii) once the Entry is completed, the Venue will:
 - (a) retain and hold that part of the Gross Subscription which constitutes the Commission in its own right (and not as agent of the Licensees); and
 - (b) hold the Net Subscriptions, being the balance of the Gross Subscription on behalf and as agent of the Licensees,

in accordance with Rule 7 (h).

9A. Gift Vouchers

- (a) A Subscriber must pay to a Venue, for the issue of a Gift Voucher, an amount equal to the face value of the Gift Voucher or present to a Casino Licensee a Subscription Chip with the face value equal to the face value of a Gift Voucher.
- (b) A Subscriber must pay a Commission to the Venue in respect of the issue of the Gift Voucher, and for that purpose, the Subscriber authorises the Venue to retain a proportion of the face value of the Gift Voucher received from the Subscriber calculated as:

[Face Value of the Gift Voucher – Keno Prize Fund Contribution for the Category of game able to be played with that Gift Voucher] x 44%,

by way of Commission.
- (c) A Gift Voucher must be presented by way of Subscription in a Game of Keno within 12 months of the date of purchase, or such shorter period as may be notified at the time of purchase.
- (d) Where payment of a Subscription for a Game of Keno is made by the tender of a Gift Voucher in accordance with Rule 9 (a) (ii), the Venue will hold the Gift Voucher, as agent of the Subscriber until the Entry is completed.

- (e) Once the Entry is completed and the Receipt Ticket delivered to the Subscriber, the Venue will have discharged its duty as agent to the Subscriber.
- (f) Notwithstanding Rule 7 (f), the Venue is not entitled to charge the Subscriber any Commission for acting as agent of the Subscriber in accordance with Rule 9A (d).

9B. Prepaid Vouchers

- (a) A Venue is entitled to charge a Commission for the issue of a Prepaid Voucher or for the delivery (by the Venue) of a Prepaid Voucher issued by the Operating Company, and for that purpose, under the terms of the Prepaid Voucher, the Subscriber will be taken to direct the Operating Company to apply a proportion of the face value of the Prepaid Voucher calculated as:
$$\text{[Face Value of Prepaid Voucher – Keno Prize Fund Contribution for the Category of game able to be played with that Prepaid Voucher]} \times 44\%$$
in payment to the Venue, on behalf of the Subscriber, of the Commission charged by the Venue for the issue or delivery of the Prepaid Voucher.
- (b) A Prepaid Voucher must be presented by way of Subscription in a Game of Keno within 7 days of the date of issue, or such shorter period as may be notified at the time of issue or delivery to the Subscriber.
- (c) Where payment of a Subscription for a Game of Keno is made by the tender of a Prepaid Voucher in accordance with Rule 9 (a) (ii), the Venue will hold the Prepaid Voucher, as agent of the Subscriber until the Entry is completed.
- (d) Once the Entry is completed and the Receipt Ticket delivered to the Subscriber, the Venue will have discharged its duty as agent to the Subscriber.
- (e) Notwithstanding Rule 7(f), the Venue is not entitled to charge the Subscriber any Commission for acting as agent of the Subscriber in accordance with Rule 9B(c).

9C. Subscription Chips

The provisions of this Rule 9C apply to a Casino Licensee only:

- (a) A Subscriber must pay to a Casino Licensee, for the issue of a Subscription Chip, an amount equal to the face value of the Subscription Chip.
- (b) Where payment of a Subscription for a Game of Keno is made by the tender of a Subscription Chip in accordance with Rule 9 (a) (iii), a Casino Licensee will hold the Subscription Chip as agent of the Subscriber until the Entry is completed.
- (c) Once the Entry is completed and the Receipt Ticket delivered to the Subscriber, a Casino Licensee will have discharged its duty as agent of the Subscriber and will be entitled to retain from the face value of the Subscription Chip an amount equal to the Commission which a Casino Licensee is entitled to charge under Rule 7 (f), and will hold the amount representing the balance of the face value of the Subscription Chip as a Net Subscription on behalf and as agent of the Licensees.

9D. SST Receipts

- (a) A SST Receipts must be redeemed in full either for cash or tendered by way of Subscription in a Game of Keno within 12 months of the date of issue, and thereafter becomes an Unclaimed Prize.
- (b) Where payment of a Subscription for a Game of Keno is made by the tender of a SST Receipt in accordance with Rule 9 (a) (iv), the Venue will hold the SST Receipt, as agent of the Subscriber until the Entry is completed.
- (c) Once the Entry is completed and the Receipt Ticket delivered to the Subscriber, the Venue will have discharged its duty as agent to the Subscriber and will be entitled to retain from the face value of the SST Receipt an amount equal to the Commission which a Venue is entitled to charge under Rule 7 (f), and will hold the amount representing the balance of the face value of the SST Receipt as a Net Subscription on behalf and as agent of the Licensees.
- (d) Notwithstanding Rule 7 (f), the Venue is not entitled to charge the Subscriber any Commission for acting as agent of the Subscriber in accordance with Rule 9D (b).

10. Jackpot

- (a) No Regular Keno Jackpot Prize, Keno Bonus Jackpot Prize or Keno Racing Jackpot Prize greater than or equal to \$10,000 will be paid until verified by the Inspector and the Supervisor.
- (b) An amount equivalent to 10% of Gross Subscriptions in a Regular Keno Jackpot will be allocated from Net Subscriptions on that Regular Keno Jackpot to the Regular Keno Jackpot Prize available for that Regular Keno Jackpot.
- (c) The following amounts will be allocated from Net Subscriptions on the Keno Racing Jackpot to the Keno Racing Jackpot Prize available for that Keno Racing Jackpot:
 - (i) in respect of a “Quartet” Keno Racing Jackpot, an amount equivalent to 10% of Gross Subscriptions;
 - (ii) in respect of the “Five Up” Keno Racing Jackpot, an amount equivalent to 10% of Gross Subscriptions;and

- (iii) in respect of the “Superfecta” Keno Racing Jackpot, an amount equivalent to 4% of Gross Subscriptions.
- (d) The Jackpot Fill and Jackpot Growth component of the Regular Keno Jackpot Prize, Keno Bonus Jackpot Prize and Keno Racing Jackpot Prize is fixed and payable in respect of the first \$1.00 of the Subscription paid for a game played by a Subscriber to which that prize relates irrespective of the amount actually subscribed and does not increase proportionately to the amount of the Subscription.
- (e) The amount of the Regular Keno Jackpot Prize and Keno Racing Jackpot Prize will be the sum of:
 - (i) the Subscription paid in respect of the game multiplied by the prize (with respect to a Quartet Keno Racing Jackpot Prize as defined in Rule 18 (d)) or Major Prize (as the case may be);
 - (ii) the Jackpot Fill (if any); and
 - (iii) the Jackpot Growth for the relevant game.

10A. Bonus Prizes

- (a) The Operating Company may allocate Approved sums from the Prize Fund to be used for Bonus Prizes at Approved times of the day and Approved days of the week.
- (b) Subject to Rule 10A (c) a Bonus Prize shall be won by the game played by a Subscriber or Entry (as the case may be) which first meets Approved requirements for that Bonus Prize.
- (c) Where in the Game of Keno in which the Approved requirements for a Bonus Prize are first met, and more than one game played by a Subscriber or Entry (as the case may be) meets those requirements the Bonus Prize shall be shared among those games or Entries (as the case may be) in accordance with Rule 19 (f).
- (d) The word “Bonus” may be printed on Receipt Tickets. The presence of the word “Bonus” on a Receipt Ticket does not necessarily indicate that an Entry is eligible to win a Bonus Prize. The absence of the word “Bonus” from a Receipt Ticket does not necessarily indicate that the Entry is ineligible to win a Bonus Prize.
- (e) Combination Bet Entries, Superplay Entries, Lucky Last Entries, Heads or Tails? (including Prepick and Let it Run) Entries, Keno Racing Entries and Keno Roulette Entries are ineligible to win a Bonus Prize.

11. Cancellations

- (a) An Entry may be cancelled only:
 - (i) at the Premises of the Venue at which the Entry was accepted;
 - (ii) on the Keno Day on which the Entry was accepted; and
 - (iii) during the displayed trading hours of those Premises.
- (b) Subject to Rule 11 (a) and Rule 11 (c), an Entry may be cancelled at any time prior to the closure of the game to which that Entry relates or prior to the Drawing of the first number in the game to which that Entry relates, whichever occurs first.
- (c) A Multi-Game Entry may not be cancelled in respect of those games in which a number has been Drawn. A Multi-Game Entry of more than 200 games may not be cancelled after the first number in the 201st game has been Drawn.
- (d) Subject to Rule 11 (e), if an Entry is cancelled in accordance with these Rules, the Venue will refund to the Subscriber in cash (or, in the case of a Casino Licensee only, cash and/or Chips to an equivalent value) the Commission which relates to that Entry and, on behalf of the Licensees, the Net Subscription in relation to that Entry, and the Gross Subscription in respect of the cancelled Entry will be reduced by the refunded amount for the purposes of these Rules.
- (e) If an Entry is cancelled in accordance with these Rules and a Gift Voucher or Prepaid Voucher was tendered for the Subscription for the Entry, the Venue will return the Gift Voucher or Prepaid Voucher to the Subscriber, or, if some Games of Keno have been Drawn, return to the Subscriber a replacement Gift Voucher or Prepaid Voucher with a face value equal to the Subscription payable for the cancelled Games of Keno. The Venue is not entitled to receive any Commission in respect of the issue of a replacement Gift Voucher or Prepaid Voucher. The Gross Subscription in respect of the cancelled Entry will be reduced by the value of the replacement Gift Voucher or Prepaid Voucher for the purposes of these Rules.

12. The Draw

- (a) The drawing of the winning numbers must:
 - (i) take place:
 - (a) by means of a Draw Device;
 - (b) at the Central Site, the Premises of a Venue, the Backup Site or other Approved site;
 - (c) if the Draw takes place at the Premises of a Venue – in an area open at that time to those persons who would normally have access to those Premises;
 - (d) if the Draw takes place at any other Approved site – in an area open to the public during Approved hours; and

- (e) in a manner which enables it to be witnessed by an Inspector; and
- (ii) be captured on an Approved medium.
- (b) The Operating Company will determine when a game opens and closes.
- (c) The Draw will be carried out as soon as practicable after the close of the game. Each Game of Keno will be identified during the Keno Day on which it is played by a number from 0 to 999 and thereafter by the relevant Keno Day and that number.
- (d) If an incorrect number is displayed as having been Drawn the final number will flash until the incorrect number has been removed and the correct number displayed.
- (e) If a Draw Device malfunctions, the Draw will continue in accordance with Approved procedures.

13. Display of Winning Numbers

Subject to these Rules the winning numbers of the most recently completed Game of Keno and the Multiplier will be displayed at the Premises of a Venue during the Venue's displayed trading hours. The winning numbers and the Multiplier will also be available by a Game Results Inquiry.

14. Winning Entries

- (a) Notwithstanding any other Rule, a winning game played by a Subscriber will be one where the number(s) selected for that game match the number(s) Drawn and resident on magnetic media at the Central Site as the winning number(s) for that Game of Keno in such a way as to entitle the Subscriber to a prize in accordance with the applicable Schedule of Prizes, to a Bonus Prize or to an additional Approved prize.
- (b) Subject to Rule 17 a prize may only be claimed by submitting a Receipt Ticket.
- (c) A prize will only be payable where the particulars recorded on the Receipt Ticket submitted indicate that the game played by a Subscriber is a winning game and those particulars correspond with the particulars resident on magnetic media at the Central Site.
- (d) A Receipt Ticket submitted in respect of a successful claim or a SST Receipt redeemed for cash or a Subscription will not be returned to the Subscriber.
- (e) A Game of Keno may include an additional Approved prize or prizes.

15. Payouts

Payment of Prizes

- (a) Regardless of the amount of a Subscription, the maximum liability in respect of:
 - (i) a Regular Keno Jackpot Prize, and Keno Racing Jackpot Prize will be the amount showing as the Regular Keno Jackpot Prize, and Keno Racing Jackpot Prize at that time resident on magnetic media at the Central Site, reduced (if required) in accordance with Rule 19 and increased (if required) in relation to the prize (with respect to a Quartet Keno Racing Jackpot Prize as defined in Rule 18(d)) or Major Prize (as the case may be) having regard to the amount of the Subscription and the Multiplier (if relevant).
- (b) Subject to Rule 15(f), where a win requires the issue of a cheque drawn on the Prize Fund or a cheque drawn on a Venue, the details of the payee must be provided by the Subscriber.
- (c) Public personal anonymity will be at Subscriber request, made to an employee of the Operating Company or Venue at the time the win is confirmed. The Subscriber acknowledges that the Licensees may publish, or cause to be published the name of the Venue, and/or geographic location at which the Subscription was accepted, and the amount of the prize. A Subscriber may at any time revoke a request for anonymity.
- (d) Subject to Rules 16, 17 and 20, a claim for the payment of a prize may be made at the Premises of any Venue up to twelve months after the Keno Day on which the game in respect of which the prize is claimed was Drawn.
 - (i) For payouts under \$10,000, the first \$2,000 of the Total Prize Money, subject to the limit specified by that Venue, may be paid in cash or by way of a SST Receipt (or, in the case of a Casino Licensee, cash and/or Chips). Amounts over \$2,000 of the Total Prize Money will be paid by means of a Crossed Cheque payable to the claimant or if the claimant requests, by means of electronic funds transfer to an account nominated by the claimant.
 - (ii) Prizes of \$10,000 and over will be paid by means of a Crossed Cheque payable to the claimant drawn on the Prize Fund. Subject to the limit specified by that Venue, the first \$2,000 of the Total Prize Money may be paid in cash (or, in the case of a Casino Licensee, cash and/or chips).
- (e) Payouts resulting from an Unclaimed Prize Claim Form will be paid by cheque drawn on the Prize Fund.
- (f) Any cheques issued in payment or part payment of a payout will be crossed and marked "Not Negotiable" and payable to "Account Payee Only" and will be drawn in favour of the Subscriber.
- (g) Payouts to Subscribers known to be under legal incapacity or disability or to those Subscribers who are known to have died before receiving any or all of a particular payout shall be made in accordance with the laws of New South Wales.

- (h) Prizes won in a Delayed Start Game will be paid no sooner than the Keno Day following the Keno Day on which that Delayed Start Game was Drawn.
- (i) Where a payout is calculated to be an amount which is an exact multiple of \$0.10 that prize will be payable. Where a prize is calculated to be an amount which is not an exact multiple of \$0.10 the prize payable will be the nearest amount below the calculated prize which is an exact multiple of \$0.10.

16. Unclaimed SST Receipts or Prizes

- (a) Details of prizes, including SST Receipts, will remain accessible from magnetic media on the Central Site Computer for up to 12 calendar months after the Keno Day to which they relate. After this period payouts may be made only after submission of an Unclaimed Prize Claim Form forwarded by the Subscriber to the Operating Company.
- (b) All correspondence to a Subscriber relevant to an unclaimed prize or unclaimed SST Receipts shall bear the signature of a representative of the Operating Company and following review by the Inspector will issue to the Subscriber. In the event of a dispute, the decision of the Inspector will be final.

17. Lost or Mutilated Receipt Tickets, SST Receipts and Vouchers

- (a) If a Receipt Ticket or SST Receipt, submitted by a Subscriber for processing, is unable to be read by a Terminal or the Writer, or the Receipt Ticket has been lost, a claim for payment may be made by the submission of an Unclaimed Prize Claim Form.
- (b) If the details given by the Subscriber satisfy the Operating Company and Inspector that a win has occurred, the prize will be paid in accordance with Rule 15.
- (c) If a Gift Voucher or Prepaid Voucher, submitted by a person for processing, including a Gift Voucher presented for refund in accordance with Rule 17(d), is unable to be validated by a Terminal or a Writer, or has expired or been lost, a claim for a refund of the face value of the Gift Voucher or Prepaid Voucher may not be made.
- (d) If, having purchased a Gift Voucher, a Subscriber does not agree to the conditions of purchase described in Rule 17(c), a refund of the face value of the Gift Voucher can be made. This refund can only be made by returning the Gift Voucher to the same Venue from which the Gift Voucher was purchased and on the same day as the Gift Voucher was purchased.

18. Schedules of Prizes

- (a) The following Approved Schedule of Prizes applies to all Games of Keno other than Lucky Last, Heads or Tails?, Keno Racing and Keno Roulette and Keno Bonus where it is played in conjunction with Lucky Last, Heads or Tails?, Keno Racing or Keno Roulette. Prizes are based on a Subscription of \$1 and are expressed in multiples of \$1:

Number of Spots Matched	Number of Spots Selected				
	1	2	3	4	5
0					
1	3				
2		12	1	1	
3			44	4	2
4				120	14
5					640

Number of Spots Matched	Number of Spots Selected				
	6	7	8	9	10
0					
3	1	1			
4	5	3	2	1	1
5	80	12	7	5	2
6	1,800	125	60	20	6
7		\$5,000 plus Keno Bonus Jackpot Prize of \$7,000 (if payable) plus Jackpot Growth	675	210	50
8			\$25,000 plus Keno Bonus Jackpot Prize of \$38,000 (if payable) plus Jackpot Growth	2,500	580
9				\$100,000 plus Keno Bonus Jackpot Prize of \$180,000 (if payable) plus Jackpot Growth	10,000
10					\$250,000 plus Jackpot Fill of \$750,000 plus Keno Bonus Jackpot Prize of \$2,900,000 (if payable) plus Jackpot Growth

Number of Spots Matched	Number of Spots selected		
	15	20	40
0		100	250,000
1		10	25,000
2		2	2,200
3			200
4			35
5	1		7
6	2		2
7	4		1
8	20	2	
9	50	7	
10	250	20	
11	2,000	100	
12	12,000	450	

Number of Spots Matched	Number of Spots selected		
	15	20	40
13	50,000	1,200	1
14	100,000	5,000	2
15	250,000	10,000	7
16		15,000	35
17		25,000	200
18		50,000	2,200
19		100,000	25,000
20		250,000	250,000

- (b) The following Approved Schedule of Prizes applies only to games of Lucky Last and Keno Bonus where it is played in conjunction with a game of Lucky Last. Prizes are based on a Subscription of \$1 and are expressed in multiples of \$1:

Number of Spots selected	Lucky Last Prize
1	60
2	30
3	20
4	15
5	12
6	10
7	8.50
8	7.50
9	6.50
10	6
15	4
20	3
40	1.5

- (c) The following Approved Schedule of Prizes applies only to games of Heads or Tails? and Keno Bonus where it is played in conjunction with a game of Heads or Tails?. Prizes are based on a Subscription of \$1 and are expressed in multiples of \$1:

Selections	Result	Heads or Tails? Prize
Heads	Heads	2
Tails	Tails	2
Evens	Evens	4

- (d) The following Approved Schedule of Prizes applies only to games of Keno Racing. Prizes are based on a Subscription of \$1 and are expressed in multiples of \$1:

Bet Type	Keno Racing Prize
Win	6
Place	2
Quinella Place	7
Quinella	21
Exact Quinella	42
Trio	42
Trifecta	252
Quartet	
First correct	1
First 2 correct	3
First 3 correct	10
All 4 correct	800 plus Jackpot Growth
Five Up	
First correct	1
First 2 correct	3
First 3 correct	10
First 4 correct	60
All 5 correct	3,000 plus Jackpot Growth
Superfecta	
First correct	1
First 2 correct	3
First 3 correct	10
First 4 correct	60
First 5 correct	100
All 6 correct	10,000 plus Jackpot Growth

- (e) The following Approved Schedule of Prizes applies only to games of Keno Roulette and Keno Bonus where it is played in conjunction with a game of Keno Roulette. Prizes are based on a Subscription of \$1 and are expressed in multiples of \$1:

Bet Type	Keno Roulette Prize
Straight Up	60
Pair	30
Corner	15
Column	7.50
Row	6
Quarter	3

19. Pro-rating and Sharing of Prizes

- (a) The maximum aggregate liability for all Major Prizes in any one Game of Keno, excluding Bonus Prizes and additional Approved prizes, shall be \$3,000,000. Where except for this Rule 19(a) the total amount of such Major Prizes would exceed \$3,000,000 Pro-rating shall apply.
- (b) Subject to Rule 19(c) where Pro-rating applies the amount payable in respect of each Major Prize affected shall be as follows:

$$\text{Amount payable} = X \div Y \times \$3,000,000$$

where

X = the amount which except for this Rule would have been payable in respect of the game played by a Subscriber.

Y = the total prize amount which, except for this Rule, would have been payable in respect of all Major Prizes for a Game of Keno.

- (c) Notwithstanding the application of Pro-rating no Major Prize will be reduced to a value less than \$1,000.
- (d) Where there is more than one Regular Keno Jackpot, or Keno Racing Jackpot winner, the Jackpot Growth and Jackpot Fill will be shared among those Regular Keno Jackpot or Keno Racing Jackpot winners in the same proportion that the amount of the Subscription (disregarding Keno Bonus) paid by each winner on the winning combination of Spots bears to the total amount of the Subscriptions (disregarding Keno Bonus) paid by all winners on the winning combination of Spots.
- (e) Where there is more than one Keno Bonus Jackpot Prize winner, the Keno Bonus Jackpot Prize will be shared amongst those Keno Bonus Jackpot Prize winners in the same proportion that the amount of the Subscriptions (disregarding Keno Bonus) paid by each winner on the winning combination of Spots bears to the total amount of the Subscription (disregarding Keno Bonus) paid by all winner on the winning combination of Spots.
- (f) Where there is more than one Bonus Prize winner, the Bonus Prize will be shared among those Bonus Prize winners in proportion to the amount of the Subscription paid by each winner on the winning combination of Spots.

20. Limitation of Liability

- (a) Without limitation to the following provisions of this Rule 20, the Licensees shall have no responsibility or liability to a Subscriber until an Entry is validly made and a Receipt Ticket is delivered to that Subscriber.
- (b) The Licensees shall have no responsibility or liability to a Subscriber or to any other person by reason of the loss or destruction for any reason or from any cause of a Receipt Ticket beyond the amount of the Net Subscription paid in respect of the Receipt Ticket unless, at the discretion of the Licensees, the criteria as set out in Rules 16 and 17 are met.
- (c) The Licensees shall have no responsibility or liability to pay a Subscriber who claims a prize and is unable to submit a Receipt Ticket. The Licensees shall have discharged all liability in relation to payment of a prize by making payment to a person who has submitted a prize winning Receipt Ticket. The official record of payment shall be the image resident on magnetic media at the Central Site.
- (d) The Licensees and each of their employees shall have no liability or responsibility to a Subscriber beyond the Net Subscription paid in respect of a Receipt Ticket, or any other person, in respect of:
 - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of the Game of Keno; and
 - (ii) without prejudice to the generality of Rule 20(d)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (i) the payment of prizes;
 - (ii) the processing and issue of a Receipt Ticket following acceptance of an Entry Form, Replay or Verbal Entry instructions;
 - (iii) the processing of a prize winning Receipt Ticket or the redeeming of a SST Receipt;
 - (iv) the inclusion of an Entry in a particular Game of Keno received by way of an Entry Form or Verbal Entry instructions.
- (e) Each and every Venue shall have no responsibility or liability to a Subscriber or to any other person by reason of the loss or destruction for any reason or from any cause of a SST Receipt, or a Receipt Ticket beyond the amount of the Commission paid in respect of the Receipt Ticket or a SST Receipt.
- (f) Each and every Venue and every employee of a Venue shall have no liability or responsibility to a Subscriber beyond the Commission paid by the Subscriber in respect of the relevant game or any person for or in respect of:
 - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Keno; and
 - (ii) without prejudice to the generality of Rule 20(f)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (i) the payment of payouts;
 - (ii) the processing and issue of a Receipt Ticket following acceptance of an Entry Form, Replay or Verbal Entry instructions, or Entry by way of Self Service Terminal;
 - (iii) the processing of a prize winning Receipt Ticket or the redeeming of a SST Receipt;
 - (iv) the inclusion of an Entry in any particular Game of Keno received by way of an Entry Form or Verbal Entry instructions.
- (g) The Licensees and every Venue, and each employee of the Licensees or a Venue, shall have no liability or responsibility to a Subscriber or any person for or in respect of any failure, disruption or malfunction of equipment used in the conduct of Games of Keno whether at the Central Site or at the Premises of a Venue or any other location, electrical power, telecommunications links or magnetic media at the Central Site.

- (h) The Licensees and every Venue, and each employee of the Licensees or a Venue, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Keno due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (i) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, an Inspector, their successors and the employees and agents and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to, by negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 20(a) to 20(i) inclusive as those protected by the said Rules.

21. Disqualifications

- (a) Notwithstanding that a Receipt Ticket or SST Receipt may have been issued, Entry in the Game of Keno may be disqualified and no claim shall be entered in respect of it if the Licensees are of the opinion that it should be disqualified.
- (b) The reasons for disqualification by the Licensees may include but are not limited to:
 - (i) tender of insufficient Subscription or if the form of Subscription is not acceptable;
 - (ii) the Subscriber has defaulted in payment of any previous fee;
 - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
 - (iv) a Receipt Ticket or SST Receipt failing any security tests run at the Central Site;
 - (v) reasonable suspicion of unauthorised use of a Terminal;
 - (vi) reasonable suspicion that the Subscriber is ineligible to enter a game under Rule 5A or Rule 7(a); or
 - (vii) any other breach of the Rules which in the opinion of the Licensees justifies disqualification.
- (c) An Entry which has been disqualified in accordance with this Rule 21 may, in the absolute discretion of the Licensees, and with Approval, be reinstated.
- (d) Without limiting the operation of Rule 20, the liability of the Licensees to a Subscriber who has an Entry disqualified and reinstated under this Rule 21 will be limited to the amount of any prize won by that reinstated Entry.

22. Amendment

- (a) These Rules may only be amended, added to or repealed, in whole or in part, at any time by the Licensees with Approval.
- (b) Any amendment, addition or repeal will be effective on the date on which it is published in the New South Wales Government Gazette, or such later date as is specified in the New South Wales Government Gazette.
- (c) The Licensees shall have no responsibility to a Subscriber or any person for or in respect of any change to the Rules.

SCHEDULE

Part A – 1 x Multiplier

211	212	213	214	216	219	222	223	225	226	228	229	231	233	235	237	239	241	242	244
245	247	249	251	252	254	255	258	260	261	263	264	266	269	271	273	276	278	280	281
283	285	287	288	290	291	293	295	296	298	300	301	303	304	307	308	311	313	315	316
318	321	322	324	326	328	330	332	334	335	337	338	342	344	345	348	350	352	353	355
356	358	359	367	370	373	375	378	380	382	385	389	390	393	395	397	407	411	412	416
422	424	426	428	430	433	434	437	440	442	444	445	447	450	452	454	456	458	462	464
467	469	471	472	474	477	479	481	482	483	484	486	488	489	490	491	494	496	498	499
501	503	505	507	511	516	519	521	523	525	528	530	532	534	536	537	538	540	541	543
545	546	547	549	552	554	555	556	557	559	561	562	564	566	568	570	573	575	577	579
581	583	584	587	589	591	593	595	598	600	607	609	611	613	615	616	618	620	623	626
628	630	632	633	635	640	642	643	645	647	649	651	653	655	656	657	658	664	666	669
671	673	674	676	677	678	681	682	686	691	692	693	694	695	697	698	706	708	709	710
711	712	713	715	717	718	719	721	722	723	725	727	728	730	732	733	736	737	741	743
746	747	751	759	762	765	767	768	773	778	783	785	786	788	789	792	793	797	800	802
805	807	808	812	813	815	818	820	823	827	828	831	832	834	835	837	842	847	852	853
855	858	861	869	873	874	877	879	883	884	887	888	890	892	893	895	897	898	899	901
902	903	905	907	908	909	910	911	912	914	922	923	925	926	927	928	929	934	938	939
942	943	944	946	947	949	951	954	956	962	963	964	965	967	969	971	973	975	977	978
980	985	987	988	990	992	994	997	1000	1002	1004	1005	1007	1009	1011	1013	1020	1022	1025	1027
1029	1031	1033	1036	1037	1039	1041	1043	1045	1047	1050	1052	1054	1056	1058	1059	1061	1063	1064	1065
1066	1068	1071	1073	1074	1075	1077	1079	1080	1082	1083	1084	1086	1088	1090	1092	1095	1097	1099	1101
1143	1146	1148	1149	1151	1153	1156	1158	1162	1164	1166	1168	1170	1173	1175	1176	1178	1180	1183	1186
1187	1190	1192	1194	1196	1198	1204	1208	1209	1213	1223	1225	1227	1230	1231	1235	1238	1240	1242	1245
1247	1250	1253	1261	1262	1264	1265	1267	1268	1270	1272	1275	1276	1278	1282	1283	1285	1286	1288	1290
1292	1294	1296	1298	1299	1302	1304	1305	1307	1309	1312	1313	1316	1317	1319	1320	1322	1324	1325	1327
1329	1330	1332	1333	1335	1337	1339	1340	1342	1344	1347	1349	1351	1354	1356	1357	1359	1360	1362	1365
1366	1368	1369	1371	1373	1375	1376	1378	1379	1381	1383	1385	1387	1389	1391	1392	1394	1395	1397	1398
1401	1404	1406	1407	1408	1409														

Part B – 2 x Multiplier

215	218	221	230	234	248	270	277	317	320	327	333	360	362	365	372	374	377	379	381
383	386	388	392	398	404	406	414	420	425	427	429	436	443	449	453	461	466	473	487
492	508	510	513	527	531	542	558	567	571	580	585	588	596	601	604	610	634	641	644
659	660	661	663	668	672	680	683	685	687	690	696	701	703	714	724	731	735	738	742
749	752	755	756	760	764	766	771	775	776	777	780	781	784	795	798	801	803	806	810
814	817	819	822	825	836	839	840	843	844	845	849	854	856	860	864	865	868	871	878
882	885	889	896	906	917	919	924	930	933	935	937	940	948	952	957	959	960	961	976
976	979	986	1010	1016	1019	1024	1032	1035	1040	1049	1053	1062	1078	1089	1093	1107	1110	1112	1128
1133	1147	1154	1159	1167	1171	1177	1184	1191	1193	1195	1200	1206	1214	1216	1222	1228	1232	1234	1237
1241	1243	1246	1248	1255	1258	1260	1287	1293	1300	1303	1343	1350	1372	1386	1390	1399	1402	1405	

Part C – 3 x Multiplier

217	227	232	238	243	250	253	256	259	262	267	272	275	279	282	284	286	289	292	294
297	299	302	305	306	309	310	312	314	319	323	329	336	339	341	346	347	351	357	361
363	364	368	369	371	384	391	396	402	408	409	410	417	421	432	435	438	439	441	446
448	451	455	459	463	465	468	470	475	476	478	480	485	493	495	497	500	502	504	506
509	512	515	517	518	520	522	524	526	529	533	535	539	544	548	550	551	553	560	563
565	569	572	574	576	578	582	586	590	592	594	597	602	605	606	608	612	614	617	619
624	625	627	629	631	637	638	639	646	648	650	652	654	662	665	667	670	675	679	689
700	702	704	707	716	720	726	729	734	739	740	744	745	748	750	753	757	761	763	770
774	779	787	791	794	796	799	804	809	811	816	821	824	826	829	833	841	846	850	857
859	863	867	870	872	875	876	880	881	886	891	894	900	904	913	916	918	920	931	941
945	950	953	955	958	966	968	970	972	974	981	982	983	989	991	993	995	996	1001	1003
1006	1008	1012	1014	1015	1018	1023	1026	1028	1030	1034	1038	1042	1044	1046	1048	1051	1055	1057	1060
1067	1069	1070	1072	1076	1081	1085	1087	1091	1094	1096	1098	1100	1102	1103	1105	1108	1111	1114	1116
1118	1120	1123	1125	1127	1135	1140	1142	1144	1145	1150	1152	1155	1157	1161	1165	1169	1172	1174	1179
1181	1182	1185	1188	1199	1203	1210	1211	1212	1218	1224	1229	1236	1249	1251	1252	1256	1257	1259	1263
1269	1273	1274	1279	1281	1284	1291	1297	1301	1306	1308	1310	1311	1314	1315	1318	1321	1323	1326	1328
1331	1334	1336	1338	1341	1345	1348	1353	1358	1361	1364	1367	1370	1377	1382	1388	1393	1403		

Part D – 4 x Multiplier

210	240	340	343	354	376	400	423	599	622	758	769	772	782	790	830	838	848	851	862
998	1021	1197	1220	1244	1266	1277	1280	1380	1410										

Part E – 5 x Multiplier

220	236	257	265	274	325	349	366	387	394	399	401	403	405	413	418	419	431	457	460
514	621	636	688	699	705	754	866	915	921	932	984	999	1106	1160	1163	1189	1201	1202	1207
1215	1217	1219	1221	1226	1233	1254	1271	1295	1346	1355	1363	1384	1400						

Part F – 10 x Multiplier

224	246	268	331	415	603	684	936	1017	1205	1289	1352	1374	1396						
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PRIVATE ADVERTISEMENTS

COUNCIL NOTICES

CABONNE COUNCIL

Naming of Roads

NOTICE is hereby given that Cabonne Council in pursuance of section 162 of the Roads Act 1993, has named the following roads:

<i>Description</i>	<i>Proposed Name</i>
Formally recognize the name of approximately 260 metres of road from the junction of MR61B in Manildra heading north towards Molong.	Packham Drive.
Re-name that portion of road to the east of Obley Street in Cumnock known as Cudumble Road and becoming Eurimbla Road.	Eurimbla Road.
Re-name that portion of road in Canowindra from the intersection of Ferguson Street, Rodd Street and Mandurama Road heading east towards Mandurama.	Belubula Way.
To re-name that portion of road in Molong from the Mitchell Highway towards Euchareena as Euchareena Road along its entire length in Cabonne Shire.	Euchareena Road.
The road in Molong for its entire length between Thistle and Hill Streets to the west of Lot 7, section 16, DP 758693.	Old Dairy Lane.
The road in Molong for its entire length between Edward Street and Boree Hollow to the north of Lot A, DP 336163 and Lot 11, section 16, DP 758693.	Clubhouse Lane.
The Council road in Canowindra in the subdivision off Pauls Lane east of Lot 318 DP 40463 and extending to the south to Lot 4 DP 1117738.	Vista Lane.

Authorised by resolution of Council on 21 September 2009. G. L. P. FLEMING, General Manager, Cabonne Council, PO Box 17, Molong NSW 2866. [4844]

GWYDIR SHIRE COUNCIL

Erratum

A compulsory acquisition notice published in Government Gazette No 83 of 14 May 2004 on page 2897 pertaining to the land described in the schedule below, was not officially approved by Her Excellency the Governor as required by the Land Acquisition (Just Terms Compensation) Act 1991, and subsequently has been determined by the Department of Local Government to be an invalid notice of compulsory acquisition.

The Gwydir Shire Council by its delegate Max Eastcott therefore does by his notice rescind the acquisition notice published in Government Gazette No 83 of 14 May 2004 on page 2897 pertaining to the land described in the schedule below.

SCHEDULE

All that piece or parcel of land situated in the town of Bingara, Parish of Bingara, County of Murchison known as folio identifiers 1/5/758111, 2/5/758111, 3/5/758111, 4/5/758111, 6/5/758111, 7/5/758111, 8/5/758111, 9/5/758111, 10/5/758111, 6/12/758111, 7/12/758111, 8/12/758111, 9/12/758111, 10/12/758111, 1/23/758111, 9/23/758111, 10/23/758111, 11/23/758111. [4845]

KOGARAH CITY COUNCIL

Roads Act 1993, Section 10.

Dedication of Land as Public Road

PURSUANT to section 10 of the Roads Act 1993, Kogarah City Council hereby dedicates the land owned by it as detailed in the Schedule below as public road. PAUL WOODS, General Manager, Kogarah City Council, 2 Belgrave Street, Kogarah. NSW, 2217.

SCHEDULE

Lot 15 of Section 5 Deposited Plan 3896, Parish of St George, County of Cumberland and situated at 18A Myers Street, Sans Souci.

Lot 14 of Section 8 Deposited Plan 1884, Parish of St George, County of Cumberland and situated at 30 Princes Street, Mortdale. [4846]

MAITLAND CITY COUNCIL

Naming of Public Roads

NOTICE is hereby given that Maitland City Council, in pursuance of section 162 of the Roads Act 1993 and Part 2 of the Roads (General) Regulation 2000, has approved the following new road name/s for gazettal:

<i>Deposited Plan/Location</i>	<i>Road Name</i>
DP 1042964 and DP 1058150, off Bolwarra Park Drive, Bolwarra Heights.	Ridgetop Close.

The above road names have been advertised and notified. No objections to the proposed name/s have been received during the prescribed 28 day period. DAVID EVANS, General Manager, Maitland City Council, High Street (PO Box 220), Maitland NSW 2320. [4847]

MID-WESTERN REGIONAL COUNCIL

Roads Act 1993, Section 162

Naming of Public Roads

Garner Street, Kauri Lane, Cockatoo Lane, Murray Lane, Gilham Lane, Old Reservoir Road, Sandy Creek Road, Yarrabin Road and Twelve Mile Road.

NOTICE is hereby given that in accordance with section 162 of the Roads Act 1993, as amended, Council has named the roads shown hereunder:

<i>Location</i>	<i>Name</i>
Formerly Harpur Street LUE—runs north of the Wallerawang-Gwabegar Railway line at LUE	Garner Street
Road running north south between Nicholson Street and Madeira Road MUDGEE	Kauri Lane
Road running north south between Meares Street and Madeira Road MUDGEE	Cockatoo Lane
Road running north south between Meares Street and Madeira Road MUDGEE	Murray Lane
Road running north south between Meares Street and Madeira Road MUDGEE	Gilham Lane
Formerly Ralph's Road MUDGEE off Waterworks Road	Old Reservoir Road
Formerly Sandy Lane between Sandy Creek Road (Warrumbungles Shire Council) and Spring Ridge Road TALLAWANG	Sandy Creek Road
Formerly Twelve Mile Road YARRABIN	Yarrabin Road
Formerly Ben Buckley Road BEN BUCKLEY	Twelve Mile Road

WARWICK BENNETT, General Manager, PO Box 156, 86 Market Street, MUDGEE NSW 2850, tel.: (02) 6378 2850, fax: (02) 6378 2815, email: council@midwestern.nsw.gov.au [4848]

MUSWELLBROOK SHIRE COUNCIL

Naming of Proposed Public Road

NOTICE is hereby given that Muswellbrook Shire Council, in pursuance of the Roads Act 1993 and Roads Regulation 2008, has approved the following new road name for gazettal:

<i>Deposited Plan/Location</i>	<i>Road name</i>
Lot 8 DP 1135271 Corner of Bell and Almond Street, Denman	Pendula Way.

The above road name has been advertised and notified. No objections to the proposed name have been received during the prescribed 28 day period.

For further information please contact Council's Development Planner, Donna Watson on 02 6549 3777.

Details are also available on Council's Website www.muswellbrook.nsw.gov.au. [4849]

PALERANG COUNCIL

Public Road Naming

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

<i>Description</i>	<i>New Road Name</i>
New roads created as part of Subdivision of Lots 15, 85, 100 and 102, DP 754915.	Birchmans Grove, Sarah Reef Road, Lumley Road, McEnally Place, Orana Drive and Yuranga Drive.

PETER BASCOMB, General Manager, Palerang Council, PO Box 368, Bungendore NSW 2621. [4850]

PALERANG COUNCIL

Public Road Naming

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

<i>Description</i>	<i>New Road Name</i>
New roads created as part of Subdivision of various Lots in DP 755901; Lot 1, DP 125191; Lot 1, DP 125756; Lot 1, DP 125548; Lot 1, DP 125531 and Lot A, DP 328528.	Naughtons Close and Quong Tart Close.

PETER BASCOMB, General Manager, Palerang Council, PO Box 368, Bungendore NSW 2621. [4851]

COROWA SHIRE COUNCIL

Naming of Public Roads

NOTICE is hereby given that Corowa Shire Council, in pursuance of section 162 of the Roads Act 1993 and Part 2 of the Roads (General) Regulation 2008, has approved the following road naming and re-naming for gazettal hereunder:

<i>New Road Name</i>	<i>Road Name (existing)</i>	<i>Start Focal</i>	<i>End Focal</i>
Annandale	L Bruce's	Riverina	Dwyers
Ardrossan	Browns	Hopefield	Mahonga
Bindarra	Unnamed	Savernake	Rosewood Park
Blair Athol	Unnamed	Hopefield Siding	One Tree
Blue	Carroll's	Minns	DE
Boat Rock	Cameron Nagles	Bull Plain	Warmatta
Bolinda Glen	McDonalds	Merton	Roma Grange
Boomerang	Sheridan's	Urana	Nagles
Brocklesby-Balldale	Richardsons	Balldale Village	Greater Hume Bdy
Buraja	Buraja / Ringwood	Riverina	Redlands
Burnewang	Ringwood Tank	Merton	Elouera
Caringa	Unnamed	Skehans	Fergusons
Claremont	Oaklands	Narrow Plains	Urana Bdy
Clearview	Unnamed	Urana	Coreen School
Daveys Hill	South Mahonga	Coles	Daysdale-Walbundrie
Devon Farm	Unnamed	Angle	Riverina
Dunoon	Carroll's (Part)	Glenara	Lilydale
Elouera	Box's	Redlands	DE
Erigle	Unnamed	Riverina	Sunnyside
Erindale	Conroys	Buraja	Riverina
Fairfield	Unnamed	Riverina	Redlands
Felton	Caughey's	Hopefield	Piggins
Five Plains	Wheeler's	Savernake	Lamarra
Fontainebleau	Sandral's	Wandong	Sanger
Glenara	Carrolls / 9010	Balldale	Lilydale
Hill Top	Summers	Mahonga	Lonesome Pine
Hillsborough	Unnamed	Mahonga	Trenton Valley
Joes	Unnamed	Coreen Balldale	Kardinia
Kardinia	Talbot's	Urana	Balldale-Coreen
Lilimani	M Clifton's	Talbots	Stratherne
Lock Gate	Norman's	Jones	Narrow Plains
Lonesome Pine	Unnamed	Kardinia	Hill Top
Lucelle	Unnamed	Riverina	DE
Martindale	Taylors	Whitehead	Rosemount
Mygunyah	Donovans	Merton	Waranga

<i>New Road Name</i>	<i>Road Name (existing)</i>	<i>Start Focal</i>	<i>End Focal</i>
Narrow Plains	Daysdale / Berrigan	Urana	Berrigan Bdy
North Repps	Wareings	McKenzies	Emu Park
Nulla Nulla	Unnamed	Bullecourt	DE
Oak Bank	Rennie	Boat Rock	Riverina
Oak Lodge	Wangamong	Emu Park	Narrow Plains
Old Corowa	RR299	Riverina	Sanger
One Tree	Leopard's	Hopefield	Riverina
Orana	Lavis	Carroll	DE
Piggery	Unnamed	Jamiesons	The Ranch
Pineoak	Beale's	Boat Rock	Angle
Pineview	Summers	Nagles	DE
Quamby	Unnamed	Savernake	Rosewood Park
Rennie	Rennie/Ringwood	Redlands	Bull Plain
Renwarra	Unnamed	Boat Rock	Warragoon Siding
Rising Sun	Unnamed	Sanger	DE
Roma Grange	Ferguson's	Hills	Merton
Rosemount	J Brown's	Riverina	Tom Roberts
Rosewood Park	Thomas'	Bull Plain	Roseneath
Savernake	Mulwala/Savernake	Corowa	Riverina
School	Quinhamptons	Emu Park	Argus
Sharps	Unnamed	Koorngal	DE
South Mahonga	Mahonga(Pt)	Coreen Vale	DE
St Alberts	Unnamed	Sandy Ridges	Redlands
Stratherne	Bird's	VictoriaPark	Emu Park
Sunnyside	Kingston's	Riverina	Buraja
Tara	Unnamed	Bull Plain	Roseneath
Tennis Court	Unnamed	Minns	Oak Lodge
The Ranch	Unnamed	Tom Roberts	DE
The Rest	Cameron's	Bull Plain	Boat Rock
Trenten Valley	McCall's	Coreen Balldale	Kardinia
Triangle Park	Sutcliff's Road	Daysdale-Walbundrie	Urana Bdy
Ulva	Unnamed	Humeden	DE
Uralla	Regans	Merton	Redlands
Vallarca School	Unnamed	Bull Plain	Pattersons
Veslos	Anderson's	Izons	Filliponis
Wandong	Savernake/Oaklands	Riverina	Sanger
Wangamong	Belmont	Narrow Plains	Urana Bdy
Waranga	Unnamed	Rosewood Park	Mygunyah

<i>New Road Name</i>	<i>Road Name (existing)</i>	<i>Start Focal</i>	<i>End Focal</i>
Waverley	B Clifton's	Buraja	DE
Wilgo	Unnamed	Warmatta	Wemyss
Wongalea	Wood's	Bull Plain	Lucelle
Woodlands	Unnamed	Tom Roberts	Waverley
Woodlawn	Unnamed	Riverina	Victoria Park
Woodstock	Unnamed	Auburn Momolong	DE

By order of Council, 18 August 2009, Resolution No. 284/09. BRUCE CORCORAN, General Manager, Corowa Shire Council, 223 Honour Avenue, Corowa NSW 2646. [4852]

COMPANY NOTICES

NOTICE convening final meeting of creditors.—BMMK MORGAN PRINCE & ASSOCIATES PTY LTD, ACN 022 627 465 (in liquidation).—Notice is hereby given pursuant to section 509 of the Corporations Law, that the final creditors meeting of the abovenamed company will be held at the office of Lower, Russell & Farr, First Floor, 81 Henry Street, Penrith NSW 2750, on the 16 October 2009 at 10:00 a.m., for the purpose of having an account laid before them showing the manner in which the winding up has been conducted and the property of the company disposed of. Persons claiming to be creditors are required to prove their debt by no later than 4 o'clock of the previous day. In default they will be excluded from the benefit of the dividend. Dated 18 September 2009. STEPHEN HENRY LOWER, Liquidator, c.o. Lower, Russell & Farr, Chartered Accountants, 1st Floor, 81 Henry Street, Penrith NSW 2751 (PO Box 459, tel.: (02) 4732 3033. [4853]