

Government Gazette

of the State of
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GOVERNMENT NOTICES

Appointments

CONSTITUTION ACT 1902

MINISTERIAL ARRANGEMENTS FOR THE MINISTER FOR MULTICULTURALISM, AND MINISTER FOR DISABILITY SERVICES

Pursuant to section 36 of the *Constitution Act 1902*, His Excellency the Lieutenant-Governor, with the advice of the Executive Council, has authorised the Honourable P J Goward MP to act for and on behalf of the Minister for Multiculturalism, and Minister for Disability Services on and from 22 July to 29 July 2017, inclusive.

19 July 2017

GLADYS BEREJIKLIAN MP
Premier

Planning and Environment Notices



Resource Recovery Order under Part 9, Clause 93 of the Protection of the Environment Operations (Waste) Regulation 2014

The steel furnace slag order 2017

Introduction

This order, issued by the Environment Protection Authority (EPA) under clause 93 of the Protection of the Environment Operations (Waste) Regulation 2014 (Waste Regulation), imposes the requirements that must be met by suppliers of steel furnace slag or blended steel furnace slag to which *The steel furnace slag exemption 2017* applies. The requirements in this order apply in relation to the supply of steel furnace slag and blended steel furnace slag for application to land in line with the uses described in *The steel furnace slag exemption 2017*.

1. Waste to which this order applies

1.1. This order applies to steel furnace slag and steel furnace slag blended with other materials (blended steel furnace slag). In this order, **steel furnace slag** means waste formed from the reaction of molten iron, scrap steel and fluxes in a Basic Oxygen Steel (BOS) furnace during the manufacture of steel. Steel furnace slag does not include any bag house dust or air pollution control residues.

2. Persons to whom this order applies

2.1. The requirements in this order apply as relevant, to any person who supplies steel furnace slag or blended steel furnace slag that has been generated, processed or recovered by the person.

2.2. This order does not apply to the supply of steel furnace slag or blended steel furnace slag to a consumer for land application at a premises for which the consumer holds a licence under the POEO Act that authorises the carrying out of the scheduled activities on the premises under clause 39 'waste disposal (application to land)' or clause 40 'waste disposal (thermal treatment)' of Schedule 1 of the POEO Act.

3. Duration

3.1. This order commences on 21 July 2017 and is valid until revoked by the EPA by notice published in the Government Gazette.

4. Revocation

4.1. *The steel furnace slag order 2014* which commenced on 24 November 2014 is revoked from 21 July 2017.

5. Generator requirements

The EPA imposes the following requirements on any generator who supplies steel furnace slag.

Sampling requirements

- 5.1. On or before supplying steel furnace slag, the generator must:
 - 5.1.1. Prepare a written sampling plan which includes a description of sample preparation and storage procedures for the steel furnace slag.
 - 5.1.2. Undertake sampling and testing of the steel furnace slag as required under clauses 5.2 and 5.3 below. The sampling must be carried out in accordance with the written sampling plan and Australian Standard 1141.3.1-2012 Methods for sampling and testing aggregates – Sampling – Aggregates (or equivalent).
- 5.2. Where the steel furnace slag is generated as part of a continuous process, the generator must undertake the following sampling:
 - 5.2.1. Characterisation of the steel furnace slag by collecting 20 composite samples of the waste and testing each sample for the chemicals and other attributes listed in Column 1 of Table 1. Each composite sample must be taken from a batch, truckload or stockpile that has not been previously sampled for the purposes of characterisation. Characterisation must be conducted for steel furnace slag generated and processed during each 2-year period following the commencement of the continuous process; and
 - 5.2.2. Routine sampling of the steel furnace slag by collecting either 5 composite samples from every 10,000 tonnes (or part thereof) processed or 5 composite samples every 6 months (whichever is the lesser); and testing each sample for the chemicals and other attributes listed in Column 1 of Table 1 other than those listed as 'not required' in Column 3. Each composite sample must be taken from a batch, truckload or stockpile that has not been previously sampled for the purposes of routine sampling. However, if characterisation sampling occurs at the same frequency as routine sampling, any sample collected and tested for the purposes of characterisation under clause 5.2.1 may be treated as a sample collected and tested for the purposes of routine sampling under clause 5.2.2.
- 5.3. Where the steel furnace slag is not generated as part of a continuous process, the generator must undertake one-off sampling of a batch, truckload or stockpile of the steel furnace slag, by collecting 10 composite samples from every 4,000 tonnes (or part thereof) generated and testing each sample for the chemicals and other attributes listed in Column 1 of Table 1.

Chemical and other material requirements

- 5.4. The generator must not supply steel furnace slag to any person if, in relation to any of the chemical and other attributes of the steel furnace slag:
 - 5.4.1. The concentration or other value of that attribute of any sample collected and tested as part of the characterisation or the routine or one-off sampling of the steel furnace slag exceeds the absolute maximum concentration or other value listed in Column 4 of Table 1, or
 - 5.4.2. The average concentration or other value of that attribute from the characterisation or one-off sampling of the steel furnace slag (based on the arithmetic mean) exceeds the maximum average concentration or other value listed in Column 2 of Table 1, or

5.4.3. The average concentration or other value of that attribute from the routine sampling of the steel furnace slag (based on the arithmetic mean) exceeds the maximum average concentration or other value listed in Column 3 of Table 1.

5.5. The absolute maximum concentration or other value of that attribute in steel furnace slag supplied under this order must not exceed the absolute maximum concentration or other value listed in Column 4 of Table 1.

Table 1

Column 1	Column 2	Column 3	Column 4
Chemicals and other attributes	Maximum average concentration for characterisation (mg/kg 'dry weight' unless otherwise specified)	Maximum average concentration for routine testing (mg/kg 'dry weight' unless otherwise specified)	Absolute maximum concentration (mg/kg 'dry weight' unless otherwise specified)
1. Mercury	0.5	Not Required	1
2. Cadmium	0.5	0.5	1
3. Lead	10	10	20
4. Arsenic	5	Not Required	10
5. Beryllium	10	Not Required	20
6. Chromium (total)	1000	Not Required	3000
7. Copper	20	Not Required	40
8. Molybdenum	15	15	50
9. Nickel	30	30	60
10. Selenium	2	Not Required	5
11. Zinc	50	50	100
12. Leachable concentration (TCLP) of Chromium	0.1 mg/L	0.1 mg/L	0.2 mg/L
13. Leachable concentration (TCLP) of Molybdenum	0.05 mg/L	0.05 mg/L	0.1 mg/L
14. pH ¹	7 to 12	Not Required	7 to 13

¹The ranges given for pH are for the minimum and maximum acceptable pH values in the steel furnace slag.

Test methods

5.6. The generator must ensure that any testing of samples required by this order is undertaken by analytical laboratories accredited by the National Association of Testing Authorities (NATA), or equivalent.

5.7. The generator must ensure that the chemicals and other attributes (listed in Column 1 of Table 1) in the steel furnace slag supplied are tested in accordance with the test methods specified below or other equivalent analytical methods. Where an equivalent analytical method is used, the detection limit must be equal to or less than that nominated for the given method below.

- 5.7.1. Test method for measuring the mercury concentration:
- 5.7.1.1. Analysis using USEPA SW-846 Method 7471B Mercury in solid or semisolid waste (manual cold vapour technique), or an equivalent analytical method with a detection limit < 20% of the stated maximum average concentration in Table 1, Column 2 (i.e. < 0.1 mg/kg dry weight).
 - 5.7.1.2. Report as mg/kg dry weight.
- 5.7.2. Test methods for measuring chemicals 2 - 11:
- 5.7.2.1. Sample preparation by digesting using USEPA SW-846 Method 3051A Microwave assisted acid digestion of sediments, sludges, soils, and oils.
 - 5.7.2.2. Analysis using USEPA SW-846 Method 6010C Inductively coupled plasma - atomic emission spectrometry, or an equivalent analytical method with a detection limit < 10% of stated maximum average concentration in Table 1, Column 2 (i.e. 1 mg/kg dry weight for lead).
 - 5.7.2.3. Report as mg/kg dry weight.
- 5.7.3. Test method for measuring attributes 12 - 13:
- 5.7.3.1. USEPA SW-846 Method 1311 Toxicity characteristic leaching procedure (or an equivalent analytical method).
 - 5.7.3.2. Report as mg/L.
- 5.7.4. Test methods for measuring pH:
- 5.7.4.1. Sample preparation by mixing 1 part steel furnace slag with 5 parts distilled water.
 - 5.7.4.2. Analysis using Method 103 (pH) in Schedule B (3): Guideline on Laboratory Analysis of Potentially Contaminated Soils, National Environment Protection (Assessment of Site Contamination) Measure 1999 (or an equivalent analytical method).
 - 5.7.4.3. Report as pH.

Notification

- 5.8. On or before each transaction, the generator must provide the following to each person to whom the generator supplies the steel furnace slag:
- a written statement of compliance certifying that all the requirements set out in this order have been met;
 - a copy of the steel furnace slag exemption, or a link to the EPA website where the steel furnace slag exemption can be found; and
 - a copy of the steel furnace slag order, or a link to the EPA website where the steel furnace slag order can be found.

Record keeping and reporting

- 5.9. The generator must keep a written record of the following for a period of six years:
- the sampling plan required to be prepared under clause 5.1.1;
 - all characterisation, routine and/or one-off sampling results in relation to the steel furnace slag supplied;
 - the quantity of any steel furnace slag supplied; and

- the name and address of each person to whom the generator supplied the steel furnace slag.
- 5.10. The generator must provide, on request, the most recent characterisation and sampling (whether routine or one-off or both) results for steel furnace slag supplied to any processor or consumer of the steel furnace slag.
- 5.11. The generator must notify the EPA within seven days of becoming aware that it has not complied with any requirement in clause 5.1 to 5.7.

6. Processor requirements

The EPA imposes the following requirements on any processor who supplies blended steel furnace slag.

- 6.1. The processor may only blend steel furnace slag with materials that are the subject of Resource Recovery Exemptions and Resource Recovery Orders if that material complies with all of the chemical and other material requirements under its Resource Recovery Order, and is able to be applied to land under its Resource Recovery Exemption for the same purpose(s) described in clause 6.1.1 and 6.1.2:
- 6.1.1. in cementitious mixes, such as concrete, and
- 6.1.2. in non-cementitious mixes, such as an engineered fill in earthworks, or for roadmaking activities as follows:
- (a) sealing aggregate,
 - (b) asphalt aggregate,
 - (c) road pavement, base and sub-base structures,
 - (d) engineered fill,
 - (e) subsoil drains, and
 - (f) filter aggregate.

Notification

- 6.2. On or before each transaction, a processor must provide the following to each person to whom the processor supplies the blended steel furnace slag:
- a written statement of compliance certifying that all the requirements set out in this order have been met;
 - a copy of the steel furnace slag exemption, or a link to the EPA website where the steel furnace slag exemption can be found; and
 - a copy of the steel furnace slag order, or a link to the EPA website where the steel furnace slag order can be found.

Record keeping and reporting

- 6.3. The processor must keep a written record of the following for a period of six years:
- the quantity of any steel furnace slag received from the generator and the generator's name and address. This doesn't have to be met by non-processing suppliers;
 - the quantity of any blended steel furnace slag supplied; and
 - the name and address of each person to whom the processor supplied the blended steel furnace slag.
- 6.4. The processor must provide, on request, the most recent characterisation and sampling (whether routine or one-off or both) results for steel furnace slag supplied to any consumer of the blended steel furnace slag.

7. Definitions

In this order:

application or apply to land means applying to land by:

- spraying, spreading or depositing on the land;
- ploughing, injecting or mixing into the land; or
- filling, raising, reclaiming or contouring the land.

cementitious mixes mean either steel furnace slag or blended steel furnace slag which has been mixed with general purpose cement, lime and other activators for use in bound applications, where the materials must be chemically bound together.

composite sample means a sample that combines five discrete sub-samples of equal size into a single sample for the purpose of analysis.

consumer means a person who applies, or intends to apply, steel furnace slag or blended steel furnace slag to land.

continuous process means a process that produces steel furnace slag on an ongoing basis.

generator means a person who generates steel furnace slag for supply to a processor or consumer.

non-cementitious mixes mean either steel furnace slag or blended steel furnace slag that is not mixed with general purpose cement, lime and other activators or used in bound applications.

non-processing supplier means a person who supplies, causes, or permits the supply of cementitious mixes to a consumer and who does not undertake any processing of steel furnace slag.

processor means a person who processes, mixes, blends, or otherwise incorporates steel furnace slag into blended steel surface slag for supply to a consumer.

transaction means:

- in the case of a one-off supply, the supply of a batch, truckload or stockpile of steel furnace slag or blended steel furnace slag that is not repeated, or
- in the case where the supplier has an arrangement with the recipient for more than one supply of steel furnace slag or blended steel furnace slag, the first supply of steel furnace slag or blended steel furnace slag as required under the arrangement.

Manager Waste Strategy and Innovation

Environment Protection Authority

(by delegation)

Notes

The EPA may amend or revoke this order at any time. It is the responsibility of each generator and processor to ensure it complies with all relevant requirements of the most current order. The current version of this order will be available on www.epa.nsw.gov.au

In gazetting or otherwise issuing this order, the EPA is not in any way endorsing the supply or use of this substance or guaranteeing that the substance will confer benefit.

The conditions set out in this order are designed to minimise the risk of potential harm to the environment, human health or agriculture, although neither this order nor the accompanying exemption guarantee that the environment, human health or agriculture will not be harmed.

Any person or entity which supplies steel furnace slag or blended steel furnace slag should assess whether the material is fit for the purpose the material is proposed to be used for, and whether this use may cause harm. The supplier may need to seek expert engineering or technical advice.

Regardless of any exemption or order provided by the EPA, the person who causes or permits the application of the substance to land must ensure that the action is lawful and consistent with any other legislative requirements including, if applicable, any development consent(s) for managing operations on the site(s).

The supply of steel furnace slag or blended steel furnace slag remains subject to other relevant environmental regulations in the POEO Act and Waste Regulation. For example, a person who pollutes land (s. 142A) or water (s. 120), or causes air pollution through the emission of odours (s. 126), or does not meet the special requirements for asbestos waste (Part 7 of the Waste Regulation), regardless of this order, is guilty of an offence and subject to prosecution.

This order does not alter the requirements of any other relevant legislation that must be met in supplying this material, including for example, the need to prepare a Safety Data Sheet. Failure to comply with the conditions of this order constitutes an offence under clause 93 of the Waste Regulation.



Resource Recovery Exemption under Part 9, Clauses 91 and 92 of the Protection of the Environment Operations (Waste) Regulation 2014

The steel furnace slag exemption 2017

Introduction

This exemption:

- is issued by the Environment Protection Authority (EPA) under clauses 91 and 92 of the Protection of the Environment Operations (Waste) Regulation 2014 (Waste Regulation); and
- exempts a consumer of steel furnace slag or blended steel furnace slag from certain requirements under the *Protection of the Environment Operations Act 1997* (POEO Act) and Waste Regulation in relation to the application of that waste to land, provided the consumer complies with the conditions of this exemption.

This exemption should be read in conjunction with *the steel furnace slag order 2017*.

1. Waste to which this exemption applies

- 1.1. This exemption applies to steel furnace slag and steel furnace slag blended with other materials (blended steel furnace slag) that is, or is intended to be, applied to land:
 - 1.1.1. in cementitious mixes, such as concrete, and
 - 1.1.2. in a non-cementitious mix, such as engineered fill in earthworks, or for roadmaking activities as follows:
 - (a) sealing aggregate,
 - (b) asphalt aggregate,
 - (c) road pavement, base and sub-base structures,
 - (d) engineered fill,
 - (e) subsoil drains, and
 - (f) filter aggregate.
- 1.2. **Steel furnace slag** means waste formed from the reaction of molten iron, scrap steel and fluxes in a Basic Oxygen Steel (BOS) furnace during the manufacture of steel. Steel furnace slag does not include any bag house dust or air pollution control residues.

2. Persons to whom this exemption applies

- 2.1. This exemption applies to any person who applies, or intends to apply, steel furnace slag or blended steel furnace slag to land as set out in 1.1.

3. Duration

- 3.1. This exemption commences on 21 July 2017 and is valid until revoked by the EPA by notice published in the Government Gazette.

4. Premises to which this exemption applies

- 4.1 This exemption applies to the premises at which the consumer's actual or intended application of steel furnace slag or blended steel furnace slag is carried out.

5. Revocation

- 5.1. *The steel furnace slag exemption 2014* which commenced on 24 November 2014 is revoked from 21 July 2017.

6. Exemption

- 6.1. Subject to the conditions of this exemption, the EPA exempts each consumer from the following provisions of the POEO Act and the Waste Regulation in relation to the consumer's actual or intended application of steel furnace slag or blended steel furnace slag to land as an engineering material at the premises:

- section 48 of the POEO Act in respect of the scheduled activities described in clauses 39 and 42 of Schedule 1 of the POEO Act;
- Part 4 of the Waste Regulation;
- section 88 of the POEO Act; and
- clause 109 and 110 of the Waste Regulation.

- 6.2. The exemption does not apply in circumstances where steel furnace slag or blended steel furnace slag is received for land application at a premises for which the consumer holds a licence under the POEO Act that authorises the carrying out of the scheduled activities on the premises under clause 39 'waste disposal (application to land)' or clause 40 'waste disposal (thermal treatment)' of Schedule 1 of the POEO Act.

7. Conditions of exemption

The exemption is subject to the following conditions:

- 7.1. At the time the steel furnace slag or blended steel furnace slag is received at the premises, the material must meet all chemical and other material requirements for steel furnace slag or blended steel furnace slag which are required on or before the supply of steel furnace slag or blended steel furnace slag under *The steel furnace slag order 2017*.
- 7.2. The steel furnace slag or blended steel furnace slag can only be applied to land:
- 7.2.1. in cementitious mixes, such as concrete, and
 - 7.2.2. in a non-cementitious mix, such as engineered fill in earthworks, or for roadmaking activities as follows:

www.epa.nsw.gov.au

- (a) sealing aggregate,
 - (b) asphalt aggregate,
 - (c) road pavement, base and sub-base structures,
 - (d) engineered fill,
 - (e) subsoil drains, and
 - (f) filter aggregate.
- 7.3. In cementitious mixes, the consumer can only apply blended steel furnace slag to land where it complies with a relevant specification or Australian Standard, or supply agreement.
- 7.4. In non-cementitious mixes, the consumer can only apply steel furnace slag to land where such application:
- 7.4.1. complies with the relevant specification or Australian Standard, or
 - 7.4.2. complies with a supply agreement, or
 - 7.4.3. complies with a development consent that specifically considers the use of steel furnace slag or blended steel furnace slag, and
 - 7.4.4. is not applied in or beneath water, including groundwater.
- 7.5. The consumer must keep a written record of the following for a period of six years:
- the quantity of any steel furnace slag and blended steel furnace slag received; and
 - the name and address of the supplier of any steel furnace slag and blended steel furnace slag received.
- 7.6. The consumer must make any records required to be kept under this exemption available to authorised officers of the EPA on request.
- 7.7. The consumer must apply steel furnace slag or blended steel furnace slag to land within a reasonable period of time after receipt.

8. Definitions

In this exemption:

application to land means applying to land by:

- spraying, spreading or depositing on the land;
- ploughing, injecting or mixing into the land; or
- filling, raising, reclaiming or contouring the land.

cementitious mixes mean either steel furnace slag or blended steel furnace slag which has been mixed with general purpose cement, lime and other activators for use in bound applications, where the materials must be chemically bound together.

consumer means a person who applies, or intends to apply, steel furnace slag or blended steel furnace slag to land.

non-cementitious mixes mean either steel furnace slag or blended steel furnace slag that is not mixed with general purpose cement, lime and other activators or used in bound applications.

Manager Waste Strategy and Innovation
Environment Protection Authority
(by delegation)

Notes

The EPA may amend or revoke this exemption at any time. It is the responsibility of the consumer to ensure they comply with all relevant requirements of the most current exemption. The current version of this exemption will be available on www.epa.nsw.gov.au

In gazetting this exemption, the EPA is not in any way endorsing the use of this substance or guaranteeing that the substance will confer benefit.

The conditions set out in this exemption are designed to minimise the risk of potential harm to the environment, human health or agriculture, although neither this exemption nor the accompanying order guarantee that the environment, human health or agriculture will not be harmed.

The consumer should assess whether or not the steel furnace slag or blended steel furnace slag is fit for the purpose the material is proposed to be used for, and whether this use will cause harm. The consumer may need to seek expert engineering or technical advice.

Regardless of any exemption provided by the EPA, the person who causes or permits the application of the substance to land must ensure that the action is lawful and consistent with any other legislative requirements including, if applicable, any development consent(s) for managing operations on the site.

The receipt of steel furnace slag or blended steel furnace slag remains subject to other relevant environmental regulations in the POEO Act and Waste Regulation. For example, a person who pollutes land (s. 142A) or water (s. 120), or causes air pollution through the emission of odours (s. 126), or does not meet the special requirements for asbestos waste (Part 7 of the Waste Regulation), regardless of having an exemption, is guilty of an offence and subject to prosecution.

This exemption does not alter the requirements of any other relevant legislation that must be met in utilising this material, including for example, the need to prepare a Safety Data Sheet (SDS).

Failure to comply with the conditions of this exemption constitutes an offence under clause 91 of the Waste Regulation.

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Roads and Maritime Notices

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Bardwell Valley in the Bayside Council Area

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

C MIRANDA

Manager, Compulsory Acquisition & Road Dedication
Roads and Maritime Services

Schedule

All those pieces or parcels of land situated in the Bayside Council area, Parish of St George and County of Cumberland, shown as:

Lots 20 and 35 Deposited Plan 1227952, being parts of the land in Certificate of Title 11/108037 and said to be in the possession of Bayside Council;

Lots 29 and 44 Deposited Plan 1227952, being parts of the land in Certificate of Title 7/504213 and said to be in the possession of Bayside Council;

Lots 30 and 45 Deposited Plan 1227952, being parts of the land in Certificate of Title 6/501354 and said to be in the possession of Bayside Council;

Lots 23 and 38 Deposited Plan 1227952, being parts of the land in Certificate of Title 6/504213 and said to be in the possession of William Redmond Underwood;

Lots 34 and 49 Deposited Plan 1227952, being parts of the land in Certificate of Title 7/22817 and said to be in the possession of Bayside Council;

Lots 31 and 46 Deposited Plan 1227952, being parts of the land in Certificate of Title 5/501352 and said to be in the possession of Bayside Council;

Lots 24 and 39 Deposited Plan 1227952, being parts of the land in Certificate of Title 5/501354 and said to be in the possession of Ivan Tomevski and Mara Tomevski;

Lots 32 and 47 Deposited Plan 1227952, being parts of the land in Certificate of Title 4/502567 and said to be in the possession of Bayside Council;

Lots 25 and 40 Deposited Plan 1227952, being parts of the land in Certificate of Title 4/501352 and said to be in the possession of Errol Thomas Svensson (registered proprietor) and St George Bank Limited (mortgagee);

Lots 33 and 48 Deposited Plan 1227952, being parts of the land in Certificate of Title 3/502373 and said to be in the possession of Bayside Council;

Lots 26 and 41 Deposited Plan 1227952, being parts of the land in Certificate of Title 3/502567 and said to be in the possession of Valda May Allen;

Lots 27 and 42 Deposited Plan 1227952, being parts of the land in Certificate of Title 2/502373 and said to be in the possession of Peter Domine and Theony Domine (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 28 and 43 Deposited Plan 1227952, being parts of the land in Certificate of Title 1/502371 and said to be in the possession of Peter Norman Duvall and Kate Mary Duvall (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 7 and 12 Deposited Plan 1227981, being parts of the land in Certificate of Title 1/21376 and said to be in the possession of Brian Jack Carter, Vicki Janette Carter and Kathy Anne Carter (registered proprietors) and Police Bank Limited (mortgagee);

Lots 8 and 13 Deposited Plan 1227981, being parts of the land in Certificate of Title 2/21376 and said to be in the possession of Charles William Farrugia and Susan Claire Farrugia (registered proprietors) and AMP Bank Limited (mortgagee);

Lots 9 and 14 Deposited Plan 1227981, being parts of the land in Certificate of Title 3/21376 and said to be in the possession of Sasko Kadiev, Zora Kadiev, Gavril Kadiev and Stevanka Kadieva;

Lots 11 and 16 Deposited Plan 1227954, being parts of the land in Certificate of Title 3/512941 and said to be in the possession of Peter Norman Giordan and Angela Giordan (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 10 and 15 Deposited Plan 1227954, being parts of the land in Certificate of Title 2/512941 and said to be in the possession of Gregory John McArthur; and

Lots 12 and 17 Deposited Plan 1227954, being parts of the land in Certificate of Title 2/512807 and said to be in the possession of Jose Flavio Da Silva and Susana Miranda Da Silva.

(RMS Papers: SF2017/033399; RO SF2016/072315)

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Scone in the Upper Hunter Shire Council Area

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

C MIRANDA

Manager, Compulsory Acquisition & Road Dedication
Roads and Maritime Services

Schedule

All those pieces or parcels of land situated in the Upper Hunter Shire Council area, Parish of Scone and County of Brisbane, shown as Lots 20, 21, 24 to 27 inclusive and 29 to 35 inclusive Deposited Plan 1228077 and Lot 18 Section 4 Deposited Plan 758898, being part of the land in Certificates of Title 19/4/758898, 17/4/758898, Auto Consol 2354-232, 1/1086721, 202/585078, Auto Consol 13187-206, 2/881852 and 102/1093507 and the whole of the land in Certificate of Title 18/4/758898; excluding any existing easements from the compulsory acquisition of the said Lots 30 and 35.

The land is said to be in the possession of Upper Hunter Shire Council (registered proprietor).

(RMS Papers: SF2017/025736; RO SF2014/083821)

ROADS ACT 1993

Notice of Dedication of Land as Public Road at Tomingley in the Narromine Shire Council Area

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

C MIRANDA

Manager, Compulsory Acquisition & Road Dedication
Roads and Maritime Services

Schedule

All those pieces or parcels of land situated in the Narromine Shire Council area, Parish of Bulgandramine and County of Narromine, shown as Lots 6 to 10 inclusive Deposited Plan 1213503.

(RMS Papers: SF2017/024532; RO SF2015/062680)

ROADS ACT 1993

Notice of Dedication of Land as Public Road at Yarrangobilly in the Snowy Valleys Council Area

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

C MIRANDA

Manager, Compulsory Acquisition & Road Dedication
Roads and Maritime Services

Schedule

All those pieces or parcels of land situated in the Snowy Valleys Council area, Parish of Yarrangobilly and County of Buccleuch, shown as Lots 15, 17, 19, 20, 24, 27, 30 and 31 Deposited Plan 711392.

(RMS Papers: SF2017/046796; RO SF2012/061322)

ROADS ACT 1993

Notice of Dedication of Land as Public Road
at Hartley and Little Hartley in the Lithgow City Council Area

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

C MIRANDA

Manager, Compulsory Acquisition & Road Dedication
Roads and Maritime Services

Schedule

All those pieces or parcels of land situated in the Lithgow City Council area, Parish of Hartley and County of Cook, shown as:

Lot 11 Deposited Plan 1203066;

Lot 1 Deposited Plan 264645;

Lots 18 to 24 inclusive Deposited Plan 1192566;

Lots 17 to 20 inclusive Deposited Plan 262591;

Lot 1 Deposited Plan 600837;

Lots 15 and 16 Deposited Plan 622282;

Lot 2 Deposited Plan 1194203; and

Lot 2 Deposited Plan 1199313.

(RMS Papers: SF2014/025906; RO SF2012/027358)

Mining and Petroleum Notices

NOTICE is given that the following application has been received:

EXPLORATION LICENCE APPLICATION

(T17-1136)

No. 5539, PAUL THURSTAN SMITH, area of 208 units, for Group 1, dated 14 July, 2017. (Armidale Mining Division).

The Honorable Don Harwin MLC
Minister for Resources

NOTICE is given that the following applications have been granted:

EXPLORATION LICENCE APPLICATIONS

(Z16-0849)

No. 5289, now Exploration Licence No. 8618, SHOALHAVEN COAL PTY LTD (ACN 070 863 893), County of Roxburgh, Map Sheet (8931), area of 808 hectares, for Group 9, dated 12 July, 2017, for a term until 12 July, 2023.

(Z16-0850)

No. 5290, now Exploration Licence No. 8619, SHOALHAVEN COAL PTY LTD (ACN 070 863 893), County of Roxburgh, Map Sheet (8931), area of 552 hectares, for Group 9, dated 12 July, 2017, for a term until 12 July, 2023.

MINING LEASE APPLICATION

(T16-1509)

No. 533, now Mining Lease No. 1757 (Act 1992), HUNTER VALLEY ENERGY COAL PTY LTD (ACN 062 894 464), Map Sheet (), area of 2.453 hectares, to mine for coal, dated 7 July, 2017, for a term until 7 July, 2038.

The Honorable Don Harwin MLC
Minister for Resources

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

(V17-7667)

Exploration Licence No. 7805, JERVOIS MINING LIMITED (ACN 007 626 575), area of 14 units. Application for renewal received 12 July, 2017.

(V17-7863)

Mining Lease No. 86 (Act 1973), BROKEN HILL PROSPECTING LIMITED (ACN 003 453 503), area of 205.9 hectares. Application for renewal received 18 July, 2017.

(V17-7871)

Mining Lease No. 87 (Act 1973), BROKEN HILL PROSPECTING LIMITED (ACN 003 453 503), area of 101.2 hectares. Application for renewal received 18 July, 2017.

(V17-7840)

Mining Lease No. 141 (Act 1973), AUSTRALIAN DOLOMITE COMPANY PTY LIMITED (ACN 000 810 551), area of 8094 square metres. Application for renewal received 17 July, 2017.

(V17-7770)

Mining Lease No. 243 (Act 1973), OMYA AUSTRALIA PTY LIMITED (ACN 001 682 533), area of 2.83 hectares. Application for renewal received 14 July, 2017.

The Honorable Don Harwin MLC
Minister for Resources

RENEWAL OF CERTAIN AUTHORITIES

Notice is given that the following authorities have been renewed:

(Z05-0764)

Authorisation No. 102, SECRETARY OF THE DEPARTMENT OF PLANNING AND ENVIRONMENT, Counties of Brisbane, Durham and Hunter, Map Sheet (), area of 6044 hectares, for a further term until 16 September, 2021. Renewal effective on and from 7 July, 2017.

(V17-2280)

Exploration Licence No. 4232, NYMAGEE RESOURCES PTY LTD (ACN 154 131 138) AND AUSMINDEX PTY LIMITED (ACN 003 287 634), County of Mouramba, Map Sheet (8133), area of 5 units, for a further term until 17 March, 2019. Renewal effective on and from 14 July, 2017.

(V17-3087)

Exploration Licence No. 6404, TECK AUSTRALIA PTY LTD (ACN 091 271 911), Counties of Farnell and Yancowinna, Map Sheet (7134), area of 50 units, for a further term until 20 April, 2019. Renewal effective on and from 14 July, 2017.

(V17-1659)

Exploration Licence No. 7469, TARAGO EXPLORATION PTY LTD (ACN 115 529 112), County of Murray, Map Sheet (8827), area of 22 units, for a further term until 4 March, 2023. Renewal effective on and from 14 July, 2017.

(V17-3507)

Exploration Licence No. 7524, DEFIANCE RESOURCES PTY LTD (ACN 119 700 220), County of Mouramba, Map Sheet (8133, 8134), area of 21 units, for a further term until 3 May, 2020. Renewal effective on and from 14 July, 2017.

(V17-3515)

Exploration Licence No. 7529, DEFIANCE RESOURCES PTY LTD (ACN 119 700 220), County of Mouramba, Map Sheet (8133), area of 3 units, for a further term until 3 May, 2020. Renewal effective on and from 14 July, 2017.

(V17-4075)

Exploration Licence No. 8095, CARPENTARIA EXPLORATION LIMITED (ACN 095 117 981), Counties of Cunningham, Dowling and Gipps, Map Sheet (8231), area of 50 units, for a further term until 28 May, 2020. Renewal effective on and from 14 July, 2017.

(V17-2801)

Exploration Licence No. 8258, TORRINGTON MINERALS PTY LTD (ACN 604 431 370), Counties of Clive and Gough, Map Sheet (9239), area of 4 units, for a further term until 16 April, 2020. Renewal effective on and from 14 July, 2017.

The Honorable Don Harwin MLC
Minister for Resources

TRANSFER APPLICATIONS

(V17/7739)

Exploration Licence No. 8560, MURRAY BASIN MINERALS PTY LTD (ACN 617 276 623) to RELENTLESS RESOURCES LIMITED (ACN 160 863 892), County of Windeyer, Map Sheet 7132, Area of 71 units, Application for transfer was received on 13 July 2017.

(V17/7768)

Exploration Licence No. 8308, BROKEN HILL MINERALS PTY LTD (ACN 600 094 415) to RELENTLESS RESOURCES LIMITED (ACN 160 863 892), Counties of Tara and Windeyer, Map Sheet 7131, Area of 40 units, Application for transfer was received on 13 July 2017.

(V17/7768)

Exploration Licence No. 8309, BROKEN HILL MINERALS PTY LTD (ACN 600 094 415) to RELENTLESS RESOURCES LIMITED (ACN 160 863 892), County of Tara, Map Sheets 7131 and 7231, Area of 32 units, Application for transfer was received on 13 July 2017.

(V17/7768)

Exploration Licence No. 8310, BROKEN HILL MINERALS PTY LTD (ACN 600 094 415) to RELENTLESS RESOURCES LIMITED (ACN 160 863 892), County of Wentworth, Map Sheet 7230 and 7330, Area of 65 units, Application for transfer was received on 13 July 2017.

The Honorable Don Harwin MLC
Minister for Resources

TRANSFERS

(V17-4001)

Exploration Licence No. 7257, formerly held by TARAGO OPERATIONS PTY LTD (ACN 127 810 413) has been transferred to TARAGO EXPLORATION PTY LTD (ACN 115 529 112). The transfer was registered on 12 July, 2017.

(V17-4001)

Exploration Licence No. 7468, formerly held by TARAGO OPERATIONS PTY LTD (ACN 127 810 413) has been transferred to TARAGO EXPLORATION PTY LTD (ACN 115 529 112). The transfer was registered on 12 July, 2017.

(V17-4001)

Exploration Licence No. 7469, formerly held by TARAGO OPERATIONS PTY LTD (ACN 127 810 413) has been transferred to TARAGO EXPLORATION PTY LTD (ACN 115 529 112). The transfer was registered on 12 July, 2017.

(V17-4001)

Exploration Licence No. 7954, formerly held by TARAGO OPERATIONS PTY LTD (ACN 127 810 413) has been transferred to TARAGO EXPLORATION PTY LTD (ACN 115 529 112). The transfer was registered on 12 July, 2017.

(V17-4001)

Exploration Licence No. 8325, formerly held by TARAGO OPERATIONS PTY LTD (ACN 127 810 413) has been transferred to TARAGO EXPLORATION PTY LTD (ACN 115 529 112). The transfer was registered on 12 July, 2017.

(V17-4001)

Exploration Licence No. 8353, formerly held by TARAGO OPERATIONS PTY LTD (ACN 127 810 413) has been transferred to TARAGO EXPLORATION PTY LTD (ACN 115 529 112). The transfer was registered on 12 July, 2017.

The Honorable Don Harwin MLC
Minister for Resources

WITHDRAWAL OF TRANSFER APPLICATION

(V17/2894)

Exploration Licence No. 8308, BROKEN HILL MINERALS PTY LTD (ACN 600 094 415) to MURRAY BASIN MINERALS PTY LTD (ACN 617 276 623), Counties of Tara and Windeyer, Map Sheet 7131, Area of 40 units, Application for withdrawal was received on 13 July 2017.

(V17/2894)

Exploration Licence No. 8309, BROKEN HILL MINERALS PTY LTD (ACN 600 094 415) to MURRAY BASIN MINERALS PTY LTD (ACN 617 276 623), County of Tara, Map Sheets 7131 and 7231, Area of 32 units, Application for withdrawal was received on 13 July 2017.

(V17/2894)

Exploration Licence No. 8310, BROKEN HILL MINERALS PTY LTD (ACN 600 094 415) to MURRAY BASIN MINERALS PTY LTD (ACN 617 276 623), County of Wentworth, Map Sheet 7230 and 7330, Area of 65 units, Application for withdrawal was received on 13 July 2017.

The Honorable Don Harwin MLC
Minister for Resources

Primary Industries Notices

FISHERIES MANAGEMENT ACT 1994

Notice of Determination – Total Allowable Catch for Eastern Rock Lobster

I, NIALL MARK BLAIR MLC, Minister for Primary Industries, pursuant to section 33 of the *Fisheries Management Act 1994* (“the Act”),

1. give notice that on 15 June 2017 the Total Allowable Catch Setting and Review Committee determined, pursuant to section 28 of the Act and clause 14 of the Appendix to the *Fisheries Management (Lobster Share Management Plan) Regulation 2000*, that the total allowable catch for eastern rock lobster for the fishing period 1 August 2017 to 31 July 2018 (both dates inclusive) is 160 tonnes

2. note that pursuant to section 33(4) of the Act, the determination published in Government Gazette No. 78 of 23 September 2016 at page 2649 is revoked.

Dated this 18th day of July 2017

The Hon Niall Blair MLC
Minister for Primary Industries
Minister for Regional Water
Minister for Trade and Industry

FISHERIES MANAGEMENT ACT 1994

FISHERIES MANAGEMENT (AQUACULTURE) REGULATION 2012

Clause 31 (3) - Notice of Granting of Class 1 Aquaculture Lease

The Minister has granted the following Class 1 Aquaculture Lease:

OL83/069 within the estuary of Wallis Lake, having an area of 1.2382 hectares to M S Verdich & Sons Pty Ltd of Forster, NSW, for a term of 15 years expiring on 18 April 2032.

OL83/285 within the estuary of Wallis Lake, having an area of 2.0119 hectares to M S Verdich & Sons Pty Ltd of Forster, NSW, for a term of 15 years expiring on 18 April 2032.

OL67/078 within the estuary of Wallis Lake, having an area of 0.3516 hectares to Hamiltons Hospitality Pty Ltd ATF St Clair Superannuation Fund of Tuncurry, NSW, for a term of 15 years expiring on 18 April 2032.

OL84/061 within the estuary of Wallis Lake, having an area of 0.2577 hectares to Hamiltons Hospitality Pty Ltd ATF St Clair Superannuation Fund of Tuncurry, NSW, for a term of 15 years expiring on 18 April 2032.

DAVID MCPHERSON
Group Director Commercial Fisheries & Aquaculture
Fisheries Division
NSW Department of Primary Industries

FISHERIES MANAGEMENT ACT 1994

FISHERIES MANAGEMENT (AQUACULTURE) REGULATION 2012

Clause 31 (3) - Notice of Granting of Class 2 Aquaculture Lease

The Minister has granted the following Class 2 Aquaculture Leases:

AL15/001 within the estuary of Jervis Bay, having an area of 20.0 hectares to South Coast Mariculture Pty Ltd of Sydney, NSW, for a term of 15 years expiring on 11 May 2032.

AL15/002 within the estuary of Jervis Bay, having an area of 20.0 hectares to South Coast Mariculture Pty Ltd of Sydney, NSW, for a term of 15 years expiring on 11 May 2032.

AL15/003 within the estuary of Jervis Bay, having an area of 10.0 hectares to South Coast Mariculture Pty Ltd of Sydney, NSW, for a term of 15 years expiring on 11 May 2032.

DAVID MCPHERSON
Group Director Commercial Fisheries & Aquaculture
Fisheries Division
NSW Department of Primary Industries

FISHERIES MANAGEMENT ACT 1994

FISHERIES MANAGEMENT (AQUACULTURE) REGULATION 2012

Clause 33 (4) - Notice of Aquaculture Lease Renewal

The Minister has renewed the following class 1 Aquaculture Leases:

OL86/121 within the estuary of the Clyde River, having an area of 0.1859 hectares to Bentick Oysters Pty Ltd of Batemans Bay, NSW, for a term of 15 years expiring on 21 April 2032.

OL71/342 within the estuary of the Manning River, having an area of 0.4870 hectares to Christopher John Wheeler of Mitchells Island, NSW, for a term of 15 years expiring on 22 May 2032.

OL57/308 within the estuary of the Pambula River, having an area of 0.3002 hectares to Peter Ferguson of Lochiel, NSW, for a term of 15 years expiring on 13 June 2032.

OL87/030 within the estuary of the Pambula River, having an area of 1.5397 hectares to Peter Ferguson of Lochiel, NSW, for a term of 15 years expiring on 9 May 2032.

OL72/123 within the estuary of the Clyde River, having an area of 0.7726 hectares to Christopher Mark Ralston of Batemans Bay, NSW, for a term of 15 years expiring on 21 April 2032.

OL87/016 within the estuary of the Clyde River, having an area of 0.5417 hectares to Christopher Mark Ralston of Batemans Bay, NSW, for a term of 15 years expiring on 27 March 2032.

OL86/118 within the estuary of the Clyde River, having an area of 1.6371 hectares to Christopher Mark Ralston of Batemans Bay, NSW, for a term of 15 years expiring on 31 December 2031.

OL87/070 within the estuary of the Pambula River, having an area of 0.4867 hectares to Robert William Burton of Ainslie, ACT, for a term of 15 years expiring on 19 April 2032.

OL71/407 within the estuary of the Richmond River, having an area of 1.5649 hectares to Raymond Noel Hunt and Sharon May Hunt of Ballina, NSW, for a term of 15 years expiring on 4 May 2032.

OL57/231 within the estuary of the Pambula River, having an area of 0.5819 hectares to Michael Mills, Anne Mills, Sam Mills, Clancy Mills, Roseanna Mills and Stacey Phelan of Merimbula, NSW, for a term of 15 years expiring on 13 June 2032.

AL02/004 within the estuary of the Crookhaven River, having an area of 0.6032 hectares to Leon Riepsamen and Angela Riepsamen of Greenwell Point, NSW, for a term of 15 years expiring on 18 July 2032.

AL14/021 within the estuary of the Clyde River, having an area of 0.1543 hectares to Cambadgie Trading Pty Ltd of Lake Tambourie, NSW, for a term of 15 years expiring on 21 April 2032.

OL85/170 within the estuary of Port Stephens, having an area of 0.5828 hectares to Michael Patrick O'Connor of Karuah, NSW, for a term of 15 years expiring on 09 February 2032.

OL87/065 within the estuary of Port Stephens, having an area of 1.6929 hectares to James Peter Schumacher of Lemon Tree Passage, NSW, for a term of 15 years expiring on 05 March 2032.

OL71/306 within the estuary of the Manning River, having an area of 0.2384 hectares to MS Verdich & Sons Pty Ltd of Forster, NSW, for a term of 15 years expiring on 22 May 2032.

OL87/037 within the estuary of Port Stephens, having an area of 0.6731 hectares to Leonard Allan Lilley of Swan Bay, NSW, for a term of 15 years expiring on 20 June 2032.

OL86/090 within the estuary of Macleay River, having an area of 0.3348 hectares to Gregory James Bridge of Jerseyville, NSW, for a term of 15 years expiring on 13 May 2032.

OL57/117 within the estuary of the Pambula River, having an area of 1.6470 hectares to Blossom Pye Pty Ltd of Bega, NSW, for a term of 15 years expiring on 20 June 2032.

OL87/185 within the estuary of the Pambula River, having an area of 0.5806 hectares to Jason and Jasmine Moore of Pambula Beach, NSW, for a term of 15 years expiring on 20 June 2032.

OL71/383 within the estuary of the Macleay River, having an area of 0.3476 hectares to Keith and Helena Young of Crescent Head, NSW, for a term of 15 years expiring on 12 June 2032.

DAVID MCPHERSON

Group Director Commercial Fisheries & Aquaculture

Fisheries Division

NSW Department of Primary Industries

FISHERIES MANAGEMENT ACT 1994

FISHERIES MANAGEMENT (AQUACULTURE) REGULATION 2012

Clause 43 (9) - Notice of Aquaculture Lease Subdivision

The Minister has subdivided the following Aquaculture Leases:

AL15/007 within the estuary of Port Stephens has been subdivided into three leases referred to as AL17/007, having an area of 1.4990 hectares, AL17/008, having an area of 0.5639 hectares and AL17/009 having an area of 0.4633 hectares to Peter and Elizabeth Brierley of Nelson, New Zealand, expiring on 16 September 2026.

DAVID MCPHERSON

Group Director Commercial Fisheries & Aquaculture

Fisheries Division

NSW Department of Primary Industries

Crown Land Notices

1300 886 235 www.crownland.nsw.gov.au

GRAFTON OFFICE

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish - Hogarth; County - Richmond
Land District - Casino; LGA - Richmond Valley

Road Closed: Lots 1-2 DP 1228251

File No: 16/05458

SCHEDULE

On closing, the land within Lots 1-2 DP 1228251 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish - Henty; County - Hume
Land District - Albury; LGA - Greater Hume

Road Closed: Lot 1 DP 1204331

File No: 14/06061

SCHEDULE

On closing, the land within Lot 1 DP 1204331 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parishes - Brown, Falls, Kangaroo; County - Clarke
Land District - Armidale; LGA - Armidale Regional

Road Closed: Lot 1 DP 1230437

File No: 16/09144

SCHEDULE

On closing, the land within Lot 1 DP 1230437 remains vested in the State of New South Wales as Crown land.

ROADS ACT 1993

ORDER

Transfer of a Crown Road to a Council

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

Column 1	Column 2
The Crown public road separating Lot 3 DP 820621, Sunrise Boulevard and Lot 137 DP 877932 from Lot 1 DP 620682 Parish Byron County Rous at Byron Bay	Byron Shire Council

Crown lands reference: 17/07045 - W586622

Council's reference: Order 169573 - Winter

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish - Quialigo; County - Argyle
Land District - Goulburn; LGA - Goulburn Mulwaree

Road Closed: Lot 3 DP 1231690

File No: 17/01980

SCHEDULE

On closing, the land within Lot 3 DP 1231690 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish - Quialigo; County - Argyle
Land District - Goulburn; LGA - Goulburn Mulwaree

Road Closed: Lot 2 DP 1230916

File No: 17/01979

SCHEDULE

On closing, the land within Lot 2 DP 1230916 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish - Burrawan; County - Macquarie
Land District - Port Macquarie; LGA - Port Macquarie-Hastings

Road Closed: Lot 1 DP 1229822

File No: 16/07691

SCHEDULE

On closing, the land within Lot 1 DP 1229822 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish - Rhyana; County - Argyle
Land District - Goulburn; LGA - Goulburn Mulwaree

Road Closed: Lot 1 DP 1230918

File No: 17/01707

SCHEDULE

On closing, the land within Lot 1 DP 1230918 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish - Fairy Mount; County - Rous
Land District - Casino; LGA - Kyogle

Road Closed: Lot 3 DP 1230498

File No: 16/10607

SCHEDULE

On closing, the land within Lot 3 DP 1230498 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish - Culnooy; County - Baradine
Land District - Narrabri; LGA - Walgett

Road Closed: Lot 1 DP 1227701

File No: 16/05995

SCHEDULE

On closing, the land within Lot 1 DP 1227701 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish - Byron; County - Rous
Land District - Lismore; LGA - Byron

Road Closed: Lot 2 DP 1226309

File No: 15/04852

SCHEDULE

On closing, the land within Lot 2 DP 1226309 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish - Guy Fawkes; County - Clarke
Land District - Armidale; LGA - Armidale Regional

Road Closed: Lot 1 DP 1231682

File No: 17/01957

SCHEDULE

On closing, the land within Lot 1 DP 1231682 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

*Parish - Bligh; County - Fitzroy
Land District - Bellingen; LGA - Bellingen*

Road Closed: Lot 1 DP 1230867

File No: 17/00191

SCHEDULE

On closing, the land within Lot 1 DP 1230867 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

*Parish - Acacia; County - Buller
Land District - Tenterfield; LGA - Tenterfield*

Road Closed: Lot 2 DP 1229421

File No: 16/07136

SCHEDULE

On closing, the land within Lot 2 DP 1229421 remains vested in the State of New South Wales as Crown land.

MAITLAND OFFICE

ORDER

Transfer of a Crown Road to a Council

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

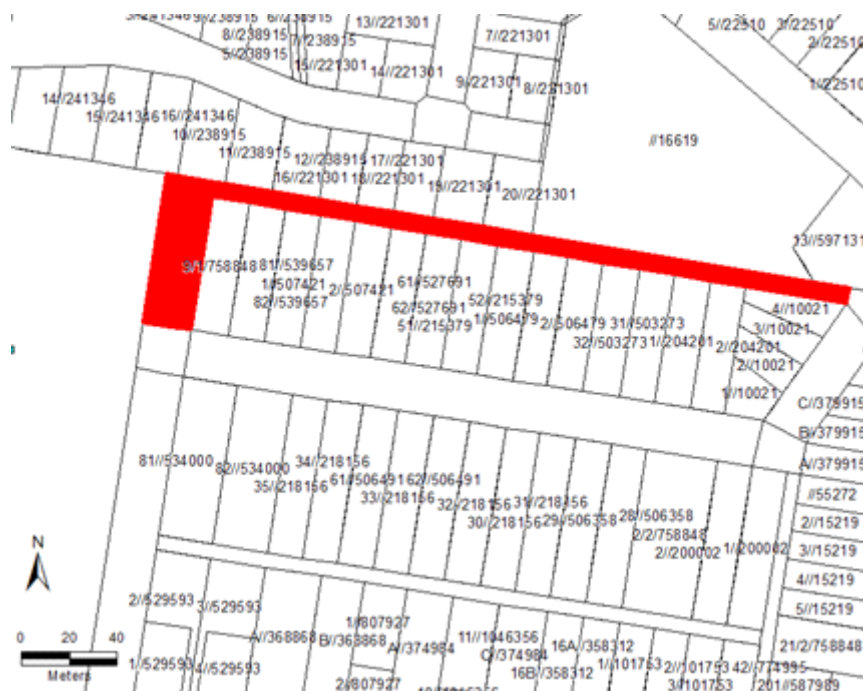
The Hon. Paul Toole, MP
Minister for Lands and Forestry

SCHEDULE 1rr

*Parish - Patonga
County - Northumberland
Land District - Point Clare
Local Government Area - Central Coast*

Crown public road being part Karanga Avenue Point Clare, commencing adjacent to Lot 9 Section 1 DP 758848, continuing in an easterly direction to Lot 4 DP 10021, as highlighted in the diagram below.

SCHEDULE 2



Roads Authority: Central Coast Council

Councils Reference: 7065308

Lands File Reference: 10/04395

NEWCASTLE OFFICE

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish - Borenore; County - Wellington

Land District - Orange; LGA - Orange

Road Closed: Lot 1 DP 1231376

File No: 17/01473

SCHEDULE

On closing, the land within Lot 1 DP 1231376 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish - Wollongong; County - Camden
Land District - Kiama; LGA - Wollongong

Road Closed: Lot 100 DP 1229942

File No: 16/07320

SCHEDULE

On closing, the land within Lot 100 DP 1229942 remains vested in Wollongong Council as operational land for the purposes of the *Local Government Act 1993*.

Council Reference: Z16/196087

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish - Osborne; County - Bathurst
Land District - Blayney; LGA - Blayney

Road Closed: Lot 4 DP 1227379

File No: 15/11559

SCHEDULE

On closing, the land within Lot 4 DP 1227379 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parishes - Napier, Osborne; County - Bathurst
Land District - Blayney; LGA - Blayney

Road Closed: Lot 2 DP 1226387

File No: 16/00144

SCHEDULE

On closing, the land within Lot 2 DP 1226387 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

*Parishes - Baradine, Kenebri; County - Baradine
Land District - Coonabarabran; LGA - Warrumbungle*

Road Closed: Lot 1 DP 1231685

File No: 17/02181

SCHEDULE

On closing, the land within Lot 1 DP 1231685 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

*Parish - Barigan; County - Phillip
Land District - Mudgee; LGA - Mid-Western Regional*

Road Closed: Lot 1 DP 1232412

File No: 17/04819

SCHEDULE

On closing, the land within Lot 1 DP 1232412 remains vested in the State of New South Wales as Crown land.

NOWRA OFFICE

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

*Parish - Yarrawa; County - Camden
Land District - Moss Vale; LGA - Shoalhaven*

Road Closed: Lot 1 DP 1216978

File No: 11/10505

SCHEDULE

In accordance with Section 44 of the *Roads Act 1993*, the Crown consents to the land in Lot 1 DP 1216978 being vested in the Shoalhaven City Council as operational land, to be given by the Council as compensation for other land acquired by the Council for the purposes of the *Roads Act 1993*.

Council's Reference: 32899E (D11/1211872)

Water Notices

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Mt Pleasant TD Notification Area

THE Dams Safety Committee pursuant to Section 369 of the *Mining Act 1992*, hereby declares that with regard to Mount Pleasant Tailings Dam, being a prescribed dam under *Dams Safety Act 1978*, the land described in the schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on maps ABERDEEN 90331S 1:25000; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGAEast	MGANorth
1	291000	6432600
2	293000	6432600
3	293000	6430000
4	291000	6430000

Map Grid Australia (MGA) co-ordinates for the above points, as well as plan NA- 285 showing the area, are available from the Dams Safety Committee.

BRIAN COOPER
Chairman
Dams Safety Committee
Locked Bag 5123
Parramatta NSW 2124

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Mt Pleasant MWD Notification Area

THE Dams Safety Committee pursuant to Section 369 of the *Mining Act 1992*, hereby declares that with regard to Mount Pleasant MWD, being a prescribed dam under *Dams Safety Act 1978*, the land described in the schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on maps ABERDEEN 90331S 1:25000; MUSWELLBROOK 90332N 1:25000; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGAEast	MGANorth
1	293700	6431000
2	296500	6431000
3	296500	6429000
4	293700	6429000

Map Grid Australia (MGA) co-ordinates for the above points, as well as plan NA- 286 showing the area, are available from the Dams Safety Committee.

BRIAN COOPER
Chairman
Dams Safety Committee
Locked Bag 5123
Parramatta NSW 2124

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Mount Pleasant ED3 Notification Area

THE Dams Safety Committee pursuant to Section 369 of the *Mining Act 1992*, hereby declares that with regard to Mount Pleasant Environmental Dam 3, being a prescribed dam under *Dams Safety Act 1978*, the land described in the schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on maps ABERDEEN 90331S 1:25000; MUSWELLBROOK 90332N 1:25000; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGAEast	MGANorth
1	293600	6430200
2	295800	6430200
3	295800	6428000
4	293600	6428000

Map Grid Australia (MGA) co-ordinates for the above points, as well as plan NA- 284 showing the area, are available from the Dams Safety Committee.

BRIAN COOPER
Chairman
Dams Safety Committee
Locked Bag 5123
Parramatta NSW 2124

PESTICIDES REGULATION 2009

Notice under Section 22 Clause (1) (b)

Finalised Pesticide Use Notification Plan

WaterNSW has prepared a Pesticide Use Notification Plan in accordance with the requirements of Part5 of the *Pesticides Regulation 2009* and finalised after public exhibition in May 2017.

The plan is available on the WaterNSW website at www.watnsw.com.au/about/pubs/general

Copies of the Pesticide Use Notification Plan will also be available at WaterNSW Head Office Parramatta CBD (169 Macquarie Street, Parramatta).

Other Government Notices

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of incorporation pursuant to section 74

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

AUSTRALIAN FEDERATION OF DEAF SOCIETIES INCORPORATED	INC9882968
CHURCH IN BURWOOD ASSOCIATION INCORPORATED	Y2906903
FOREST WOODWORKING CLUB INCORPORATED	inc9877204
HOPE CENTRAL INCORPORATED	INC9883041
HUMAN RIGHTS ADVOCACY AUSTRALIA INCORPORATED	INC1400778
NUNDE BOWLING CLUB INCORPORATED	INC1401638
SOUTH HURSTVILLE ACTION GROUP INCORPORATED	INC1600146
TRANSITION PARRAMATTA INCORPORATED	INC9894438
WEB SCIENCE AUSTRALIA INCORPORATED	INC9894913
WORK CLOSER TO HOME - SOUTH WEST SYDNEY INCORPORATED	INC1400963

Cancellation is effective as at the date of gazettal.

Dated this 19th day of July 2017.

Robyne Lunney
 Delegate of the Commissioner
 NSW Fair Trading

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of registration pursuant to section 80

TAKE NOTICE that MANLY WARRINGAH PITTWATER COMMUNITY AID SERVICE INCORPORATED (Y0146939) became registered under the Corporations Act 2 as MVP COMMUNITY AID LIMITED (ACN 618660512), a company limited by guarantee, on the twelfth day of May 2017, and accordingly its registration under the *Associations Incorporation Act 2009* is cancelled as of that date.

Delegate of the Commissioner,
 NSW Fair Trading

18 July 2017

GEOGRAPHICAL NAMES ACT 1966

Notice of proposal to amend locality boundaries
 in the Lake Macquarie Local Government Area

PURSUANT to the provisions of Section 8 of the *Geographical Names Act 1966*, the Geographical Names Board hereby notifies that it proposes to amend the locality boundaries in the Lake Macquarie Local Government Area between Eleebana, Mount Hutton, Tingira Heights and Warners Bay.

A copy of map GNB3506-3-A showing the proposed locality boundary amendments will be on display at the Lake Macquarie City Council office located at 126-138 Main Road, Speers Point, NSW, from 21 July until 21 August 2017.

A copy of the map will also be on display at the office of the Geographical Names Board, Spatial Services NSW, 346 Panorama Avenue, Bathurst NSW 2795 during the above dates. Details of this proposal may also be viewed and submissions lodged on the Geographical Names Board's website at www.gnb.nsw.gov.au.

Alternatively written submissions may be lodged with the Secretary, Geographical Names Board, 346 Panorama Ave, Bathurst, NSW 2795.

In accordance with Section 9 of the *Geographical Names Act 1966*, all submissions lodged may be subject to a Government Information (Public Access) application and may be viewed by a third party to assist the Board in considering this proposal.

NARELLE UNDERWOOD
Chair
Geographical Names Board
PO Box 143
BATHURST NSW 2795

GEOGRAPHICAL NAMES ACT 1966

PURSUANT to the provisions of Section 10 of the *Geographical Names Act 1966*, the Geographical Names Board has this day assigned the name listed hereunder as a geographical name.

Clermont Park for a reserve bounded by Guillemont Road, Bezentine Ridge Road, Buchan Avenue and Faulkner Way situated in the locality of Edmondson Park.

The position and 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 website at www.gnb.nsw.gov.au

NARELLE UNDERWOOD
Chair
Geographical Names Board
PO Box 143
BATHURST NSW 2795

POISONS AND THERAPEUTIC GOODS REGULATION 2008

ORDER

Restoration of Drug Authority

In accordance with the provisions of clause 175(1) of the *Poisons and Therapeutic Goods Regulation 2008* a direction has been issued that the Order that took effect on and from 16 December 2013, on **Dr Nabil Saad LOUTFY (MED0001134991)** of Woolwich, NSW 2110, prohibiting him as a medical practitioner from supplying or having possession of drugs of addiction as authorised by clause 101 of the Regulation, and issuing a prescription for a drug of addiction as authorised by clause 77 of the Regulation, shall cease to operate on and from 17 July 2017.

Dated at Sydney, 17 July 2017

ELIZABETH KOFF
Secretary
NSW Health

MOTOR VEHICLE INSURANCE AND REPAIR INDUSTRY CODE OF CONDUCT – commencing 1 May 2017

PREAMBLE

It is in the interests of government, Insurers, Policyholders and Repairers to promote the efficient operation of, and consumer confidence in, professional and competitive Motor Vehicle insurance and repair industries in Australia.

The economic activity created by a competitive Motor Vehicle insurance market and repair Industry market will create and maintain skilled employment, efficient customer service and viable and cost effective Motor Vehicle repair and insurance industries.

The content of the Code and matters covered by it have been guided by the Australian Government's response to the Productivity Commission and the Terms of Reference, set by the Australian Government, for the Smash Repair and Insurance Industry Implementation Taskforce.

Repairers and Insurers acknowledge that for the purposes of promoting an efficient and competitive Industry:

(a) In recognition of Repairers right to freely structure their business arrangements, this Code provides for minimum, Industry-wide, standards in matters such as:

- Transparency, disclosure and fairness in relation to Insurers' NSR schemes;
- Transparency, disclosure and fairness in relation to quotation processes, times and rates, Repairer choice and use of parts;
- Responsibility for quality, safety and warranties;
- Minimum terms of payment; and
- An independent external dispute resolution mechanism.

(b) In recognition of Insurers' right to freely structure their business arrangements, and as required by the Government Response to the Productivity Commission's recommendations, this Code does not specify, on an Industry-wide basis, matters such as:

- minimum hourly rates or prices;
- 'standard' hours for repair jobs;
- types of parts to be used;
- Industry-wide PSR selection criteria and/or weightings for PSR criteria;
- compulsory choice of Repairer;
- requirements to spread work among Repairers; or
- particular conditions of guarantees.

1 PRINCIPLES OF THE CODE

This Code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies, based on mutual respect and open communication.

Signatories agree to observe high standards of honesty, integrity and good faith in conducting their business with each other and in the provision of services to Customers, and observe Australian Law.

The Code will specify standards of fair-trading, process and transparency in the relationship between Insurers and Repairers. There should not be any alteration to the commercial relationships between individual Insurers and Repairers, other than as provided in this Code and in accordance with the principles of the Code.

The Code will provide efficient, accessible and transparent dispute resolution processes for issues arising between individual Repairers and individual Insurers.

The Code should also provide Signatories with access to the Code Website in which disputes can be lodged and recorded.

Insurers and Repairers agree they have a responsibility to ensure vehicle repairs are authorised and carried out in a professional manner and to ensure that the safety, structural integrity, Presentation and utility of the vehicle are restored. In doing so:

1.1 Insurers will authorise repairs covered by the Policy with the objective of:

- (a) restoring the safety, structural integrity, Presentation and utility of the Motor Vehicle;
- (b) complying with relevant Australian law; and
- (c) Fulfilling their obligations to the Policyholder in accordance with the provisions of their Policy and the provisions of the General Insurance Code of Practice relating to insurance claims.

1.2 Repairers will carry out repairs with the objective of:

- (a) restoring the safety, structural integrity Presentation and utility of the Motor Vehicle;
- (b) complying with relevant Australian law; and
- (c) Fulfilling their obligations to the Insurer under the provisions of the applicable contract of repair.

1.3 Signatories agree that at all times they, their staff and their representatives will behave in a professional and courteous manner. This includes not engaging in, condoning, or permitting behaviour that is offensive, harassing, threatening, inappropriate, abusive, bullying or intimidating.

1.4 Signatories should seek to resolve their disputes informally wherever possible.

2 SCOPE

The Code is mandatory in New South Wales and is a voluntary Code in other jurisdictions across Australia and applies to all Signatories. Signatories agree to be bound by the Code. Signatories agree that they will promote the Code and encourage non-Signatory Repairers and Insurers to become Signatories. Repairers and Insurers are encouraged to use the Code as a good practice guide in helping to settle disputes even if they are not Signatories.

This Code does not give rise to any legal relationship between Insurers and Repairers, other than any Code compliance required by law.

Where there is any conflict or inconsistency between this Code and any Australian law, that law prevails.

Nothing in the Code shall override existing legal rights and requirements between Insurers and their Customers.

The provisions of this Code are subject to relevant Australian law, including common law rights and obligations.

Nothing in this Code effects or prohibits the rights of either party to pursue dispute resolution elsewhere.

2.1 Signatories

A Person may become a Signatory by lodging a Code Signatory Notification Form with the CAC.

A Person ceases to be a Signatory by lodging a written notice advising the CAC they no longer wish to be a Signatory.

A Person may be required to comply with this Code by law.

3. DEFINITIONS

In this Code:

“Applicant” means the Person who starts an IDR, Mediation or Determination dispute process set out in clause 10, 11 or 12 of the Code.

“Approved Determination Provider” means a person, business, agency or group named in Schedule 2 of the Code.

“Approved Determination Scheme” is a dispute resolution process which follows the completion of both IDR and Mediation under this Code, as established by the CAC and published on the Code Website.

“Approved Mediation Provider” means a person, business, agency or group named in Schedule 1 of the Code.

“Assessor” means an employee, assessing contractor or agent of an Insurer, who is engaged to assess Motor Vehicle accident damage and/or negotiate Repair Estimates between Insurers and Repairers.

“AUR Training Package” means a national training package as approved by the Australian Government.

“Business Ownership Structure” means the principal owners of the business, or parent entity, which includes any other Person taking a financial interest in the business ownership.

“CAC” means the Code Administration Committee established in accordance with subclause 12.1 of this Code.

“Choice of Repairer Policy” means an Insurer’s Policy terms in relation to whether it allows the Policyholder any choice, or otherwise, as to selection of Repairer.

“Claimant” means a Person covered by a Policy or a Person who has a claim against a Person covered by a Policy.

“Code” means the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the CAC.

“Code Approved Assessor” means an Assessor who complies with clause 4.3 of this code.

“Code Approved Estimator” means an estimator who complies with clauses 4.4 of this Code.

“Code Website” means www.abrcode.com.au.

“Customer” means a Policyholder and or Claimant.

“Determination” means the binding dispute resolution process referred to in clause 12 of the Code.

“Event” means an ICA classified event.

“ICA” means the Insurance Council of Australia Limited.

“IDR” means Internal Dispute Resolution process established by an Insurer under clause 11.2 of this Code.

“Industry” means the Motor Vehicle insurance and repair industries in Australia.

“Insurer” means a member of the ICA or any other Person who is in the business of insuring Motor Vehicles in respect of property damage and which, in the course of its business, engages or authorises Repairers to perform Repairs to Motor Vehicles.

“Mediation” means the mediation process referred to in clause 11.3 of the Code.

“Mediator” means an independent Person who is appointed to facilitate discussion between the Parties to a dispute to assist them to find a mutually acceptable resolution to their differences.

“Motor Vehicle” means a motor vehicle covered for damage under a Policy or which the Insurer otherwise requests the Repairer to Repair.

“MTAA” means the Motor Trades Association of Australia.

“NSR” means a network smash repairer being a Repairer promoted by an Insurer under an accreditation scheme operated by the Insurer and who is licensed to use the Insurer’s insignia or trademarks.

“Parties” means the Applicant and the Respondent to a dispute arising under clauses 10, 11 or 12 of the Code.

“Parts Policy” means the policy established by an Insurer in relation to a Policyholder’s insurance Policy, which explains the use of repair components in the Repair of the Motor Vehicle, which may include, but is not limited to, new, recycled (used or second hand) or non-genuine (aftermarket) or parallel parts.

“PDS” means a product disclosure statement required to be issued by an Insurer under Chapter 7 of the Corporations Act 2001.

“Person” means an individual or entity within the Industry.

“Policy” means a Motor Vehicle insurance policy over a Motor Vehicle issued by an Insurer, who is a Signatory to the Code.

“Policyholder” means an individual or entity who holds a Policy for a Motor Vehicle with an Insurer.

“Presentation” means the visual appearance of the repair work performed on the Motor Vehicle.

“Publicly Available” includes being published on the public pages of an Insurer’s websites.

“Repair” or “Repairs” means any work done by a Repairer to repair a Motor Vehicle or any of its components, systems or parts, where the work is covered by a Policy and where a claim is or will be made by a Claimant including but not limited to:

- (a) dismantling or assembling;
- (b) part or component replacement, adjustment, modification, installation or fitting; or
- (c) painting.

“Repairer” means any Person lawfully engaged in the business of effecting Repairs to Motor Vehicles in Australia.

“Repairer Representative Organisation” means the MTAA, any of its member or affiliated associations, or any other trade group or association representing Repairers.

“Respondent” means the Person with whom the Applicant has a dispute.

“Serious Criminal Offence” means any criminal offence under any Australian law for which an individual may be liable on first conviction to imprisonment for a period of not less than 2 years.

“Signatories” means those Insurers, Repairers and Repairer Representative Organisations which are listed on the Code register of Signatories and which have agreed to be bound by the provisions of this Code and which have not ceased to be bound by the Code.

“Sub-let Repairer” means a Person and/or entity, other than the Repairer, who carries out Repairs on a vehicle at the request of, or under contract with, the Insurer.

“Sub-let Repairs” means Repairs to be carried out by a Sub-let Repairer.

4. INSURER AND REPAIRER RELATIONS

4.1 1 Repairers:

- (a) will provide estimates and carry out repairs that are in accordance with:
- (i) the documented manufacturer's technical specifications including those supplied by other Industry recognised authorities; or
 - (ii) any lawful mandatory specifications and/or standards; or
 - (iii) methods that are consistent with standard Motor Vehicle warranty conditions; or
 - (iv) current Industry practice;
- while having regard to the age and condition of the Motor Vehicle.
- (b) will in their dealings with Insurers in relation to Repairs:
- (i) prepare estimates that provide for an appropriate scope of Repairs, ensuring that all Repairs are carried out in a safe, ethical, timely and professional manner and in accordance with the method of Repair and the parts specified by the Insurer and/or its agent;
 - (ii) not dismantle a Motor Vehicle for the purpose of preparing an estimate or report unless requested or authorised to do so by the Insurer; and
 - (iii) not hinder or prevent the Insurer or Claimant from seeking to obtain an alternative estimate.
- (c) may take clear digital images of the vehicle and all damage on the vehicle estimated in accordance with any CAC prescribed guidelines. The CAC may develop guidelines associated with the taking, submission, storage, data security and supply of digital images.
- (d) will not commence any insurance Repair without having the relevant Insurer's agreement and authorisation to proceed, excluding emergency repairs subject to a customer's PDS.

4.2 Insurers will:

- (a) not require Repairers to provide estimates, or carry out repairs that are not in accordance with:
- (i) the documented manufacturer's technical specifications including those supplied by other Industry recognised authorities; or
 - (ii) any lawful mandatory specifications and/or standards; or
 - (iii) methods that are consistent with standard Motor Vehicle warranty conditions; or
 - (iv) current Industry practice;
- while having regard to the age and condition of the Motor Vehicle.
- (b) in their dealings with Repairers in relation to Repair work:
- (i) provide Repairers with relevant details relating to the insurance claim that the Repairer reasonably requires in order to prepare an estimate or undertake the Repair, including their Parts Policy, details of Sub-let Repairs and payments by Customer including any excess or contribution charges;
 - (ii) consider estimates in a fair and transparent manner, and will not refuse to consider an estimate on unreasonable or capricious grounds;
 - (iii) pay the agreed amount for all work completed, that has been authorised or requested by the Insurer;
 - (iv) not remove a Motor Vehicle from a Repairer's premises without notifying the Repairer in advance and in writing, and compensating the Repairer for any legitimate or reasonable towing or storage costs associated with the Motor Vehicle and in compliance with relevant law; and
 - (v) not knowingly ask Claimants to drive unsafe or unroadworthy Motor Vehicles.
- (c) in non-Event periods, consider estimates and commence assessor communication with the Repairer within:
- for the period commencing 1 July 2017, an average of five (5) working days per repairer from the system receipt of the repairer's estimate subject to 4.2(d) and the reasonable availability of the vehicle and /or the customer's availability.

(d) If the time period in clause 4.2(c) cannot be achieved for an estimate/s due to vehicle location, repair complexity, periods of high volume or staffing shortages, the repairer must be notified of the delay and the reason for the delay, and a new assessing timeframe agreed.

4.3 CODE APPROVED ASSESSORS

(a) In the assessment of a Motor Vehicle under this Code, Signatories will only utilise the services of a 'Code Approved Assessor'.

(b) A Code Approved Assessor is a Person who, by no later 12 months after commencing their employment has:

- (i) a trade qualification and a minimum of five years of post-apprenticeship experience in their profession as a panel beater, spray painter or motor mechanic; or
- (ii) more than five years of experience as a motor insurance Assessor; or
- (iii) completed the CAC approved units, as set by the CAC from time to time, of the Certificate IV Vehicle Loss Assessing Course, being in the first instance August 2015, and until further such review:

- AURVNA4001 Provide vehicle loss assessment and identify repair requirements;
- AURVNA4004 Apply insurance knowledge to vehicle loss assessment;
- AURVNN4001 Evaluate vehicle bodywork for damage and identify repair requirements;
- AURVNP4001 Evaluate vehicle paintwork for damage and identify refinish requirements; and
- AURVNA4002 - Provide vehicle total loss assessment;

or their equivalent in the AUR Training Package.

(c) Signatories who employ a Code Approved Assessor must ensure that they are provided with ongoing training and/or development through their employer or via membership of a relevant professional body.

(d) Insurers who utilise the services of independent Code Approved Assessors must require that those Assessors have access to ongoing training and/or development through their employer or via membership of a relevant professional body. This provision only takes effect in any contracts entered into or renewed after the implementation date of the Code.

4.4 CODE APPROVED ESTIMATORS

(a) In the estimation of a Motor Vehicle under the Code, Signatories will only utilise the services of a Code Approved Estimator, except when providing paintless dent repair estimates.

(b) A Code Approved Estimator is a Person who, by no later than 12 months after commencing their employment, has:

- (i) a trade qualification as a panel beater, spray painter or motor mechanic; or
- (ii) more than five years of experience in a motor trade or as an estimator; or
- (iii) completed the CAC approved units, as set by the CAC from time to time.

(c) Signatories who employ Code Approved Estimators should ensure that those estimators are provided with ongoing training and/or development.

<p>5. NETWORK SMASH REPAIRER SCHEMES</p> <p>5.1 Notification of Opportunities to Apply for NSR Status</p> <p>(a) Insurers that have NSR schemes will document and publish criteria for membership of those schemes, including information relating to the structure of such schemes.</p> <p>(b) Insurers will provide mechanisms for Repairers to register their interest in joining an NSR scheme. These mechanisms will be documented and Publicly Available.</p> <p>(c) Insurers will confirm a Repairer's registration of interest in writing and provide details of the criteria used by the Insurer to select a member of an NSR scheme.</p> <p>(d) Insurers will provide Repairers with a fourteen (14) day 'cooling off' period for consideration of an NSR agreement after it is executed by the Repairer.</p>
<p>5.2 Disclosure of information on NSR schemes</p> <p>(a) Insurers will provide Repairers who are members of its NSR scheme with:</p> <ul style="list-style-type: none"> (i) the criteria/requirements for retaining NSR status; (ii) the key measures used to establish the performance of the Repairer; (iii) ular information as to the Repairer's performance against key contractual measures; (iv) the circumstances under which a Repairer's status within the NSR scheme can be changed; <p>and,</p> <ul style="list-style-type: none"> (v) the circumstances under which a NSR status can be terminated, withdrawn, suspended or removed.
<p>5.3 Term of Agreement</p> <p>All NSR scheme agreements must be for a fair and reasonable term of not less than three (3) years, giving consideration to the time and investment a Repairer has had to make to gain and/or maintain accreditation under an NSR scheme.</p>
<p>5.4 Extension of Network Repairer Status</p> <p>In the event of any change in the Business Ownership Structure of a Repairer who is a member of an NSR scheme, the Repairer must advise the Insurer and provided the Insurer's existing NSR selection criteria are maintained and performance standards and probity and prudential concerns are met, the Insurer will provide the business NSR status for the remainder of the term of the original NSR agreement. If not, the membership may be terminated notwithstanding clause 5.</p>
<p>5.5 Termination of NSR Agreement – breach by Repairer</p> <p>(a) This clause applies if:</p> <ul style="list-style-type: none"> (i) a Repairer breaches an NSR agreement; and (ii) the Insurer proposes to terminate the NSR agreement, and sub-clause 5.8 does not apply. <p>(b) The Insurer must:</p> <ul style="list-style-type: none"> (i) give to the Repairer reasonable notice that the Insurer proposes to terminate the agreement because of the breach; (ii) tell the Repairer what the Insurer requires to be done to remedy the breach; and (iii) allow the Repairer a reasonable time to remedy the breach. <p>(c) For sub-clause 5.5(b)(iii), the Insurer does not have to allow more than thirty (30) days.</p> <p>(d) If the breach is remedied in accordance with sub-clauses 5.5(b)(ii) and 5.5(b)(iii), the Insurer cannot terminate the agreement because of that breach, unless the Repairer has in the previous three years been in breach and has been advised in writing that any further serious breach will result in the termination of the agreement.</p>
<p>5.6 Termination of NSR Agreement – based on performance criteria</p> <p>An Insurer may only terminate an NSR agreement based on a Repairer failing to meet performance criteria or standards, if:</p> <ul style="list-style-type: none"> (a) the performance criteria or standards and the consequences of failure to meet such performance criteria or standards were disclosed to the Repairer prior to entering into the agreement; (b) the Repairer fails to meet those performance criteria or standards;

- (c) the breach by the Repairer was subject to written notice by the Insurer to the Repairer advising of the detail of the breach and the Insurer provided the Repairer with a reasonable period of time in which to meet the performance criteria or standards; and
- (d) the Insurer has treated the Repairer fairly in relation to the application and enforcement of performance criteria and standards.

5.7 Termination of NSR Agreement – no breach by Repairer

Other than at the expiry of the term of agreement, where a Repairer is not in breach of an NSR scheme agreement, an Insurer may not unreasonably terminate the agreement unless:

- (a) the Insurer provides at least twelve (12) months' notice of its intention to terminate the agreement; or
- (b) the Repairer requests or consents in writing to terminate the agreement earlier.

5.8 Termination of NSR Agreement – special circumstances

Insurers do not have to comply with sub-clauses 5.5, 5.6, or 5.7 if a Repairer:

- (a) no longer holds a licence that the Repairer must hold to carry on its repair business;
- (b) becomes a bankrupt, insolvent or enters external administration;
- (c) is convicted of a Serious Criminal Offence;
- (d) is fraudulent in connection with the operation of the repair business or engages in serious misconduct; or
- (e) agrees to terminate the NSR agreement.

6. ESTIMATE, REPAIR AND AUTHORISATION PROCESS

6.1 Where competitive estimates are sought:

- (a) Insurers will ensure the estimation process is fair and transparent;
- (b) Insurers will require that estimates are comprehensive, complete and inclusive of all obvious damage; and
- (c) Repairers will provide estimates in accordance with sub-clause 4.1(a).

6.2 Signatories acknowledge ongoing changes in the Industry in relation to the development of realistic times and rates, such that:

- (a) Insurers will state clearly the preferred estimation methodology to be applied;
- (b) Subject to sub-clause 6.2(a), Repairers may submit an estimate in realistic times and rates recognising the Insurer's right to obtain an alternative estimate; and
- (c) Repairers in their estimation methodology may separately cost paint, parts, significant consumables and mandatory government environmental levies/charges in so far as they apply to a repair.

6.3 Without limiting Insurers' and Repairers' rights to fair and transparent negotiation, the Insurer may not unreasonably or arbitrarily alter the Repairer's estimate unless the Insurer insists on changing the repair process, parts or materials to be used (subject to sub-clause 7.4).

6.4 While Insurers may enter into commercial arrangements with Repairers that specify performance targets, Insurers will not unduly influence any Repairer to submit estimates on the basis of inducements of further work.

7. REPAIR WARRANTIES

7.1 An Insurer will provide details in writing to the Repairer of the warranty cover the Insurer provides to its Customer including the Insurer's responsibilities under any lifetime warranty.

7.2 Unless otherwise required by law, Repairers will provide Insurers with a warranty in respect of their workmanship for a period of three (3) years from the date of repair unless a longer period is offered.

7.3 Repairers shall only be required to provide a guarantee for parts and/or paint to the extent that the manufacturer, distributor, supplier or importer of the parts and/or paint is so liable under an express warranty or under the law, other than to the extent that the quality of the repair arising from the use of the parts and/or or paint arises from faulty workmanship.

7.4 If repairs are carried out under a contract between the Insurer and a Repairer, where an Insurer requires a Repairer to use a repair method or part that differs from that recommended by the Repairer, and the Insurer and Repairer are unable to reach agreement to that change, the Insurer will provide such a requirement in writing.

7.5 Where the Insurer provides a written requirement under sub-clause 7.4 the Insurer agrees to pay the direct loss or liability incurred by the Repairer by reason of a quality, structural, Presentation or safety defect caused by complying with the requirement. The Repairer must immediately notify the Insurer of any claim made against the Repairer that may give rise to a claim under this sub-clause. The Insurer is not liable to pay any loss or liability incurred by the Repairer to the extent that the loss or liability arises from faulty workmanship.

7.6 Where issues of workmanship arise, and where practicable, including taking into account Customer preference, the Repairer concerned must be offered the first option to effect required rectification.

7.7 Where repairs are undertaken by a Sub-let Repairer at the Insurer's direction the Insurer will take full responsibility for any claim that may arise from the repair by the Sub-let Repairer and reimburse any reasonable costs incurred by the principal Repairer as a result of an Insurer's nominated Sub-let Repairer not completing the Repairs as authorised in the allocated time.

8.PAYMENT FOR REPAIRS

8.1 In the ordinary course of business, an Insurer must pay agreed Repair costs no more than 30 days from settlement of the insurance claim or receipt by the Insurer or their agent of the final Repair invoice.

8.2 Where the Repairs undertaken, price, work or documentation is disputed, payment of the undisputed component will be paid in accordance with the payment terms of sub-clause 8.1.

8.3 Insurers will disclose alternative payment arrangements, if any, between those Repairers in, and those Repairers outside, of the Insurer's NSR scheme.

<p>9. SIGNATORY OBLIGATIONS</p> <p>9.1 Insurers will ensure their Product Disclosure Statement (PDS) refers to their Choice of Repairer Policy with an unambiguous identifier and page reference in the PDS's table of contents, and which sets out its Choice of Repairer Policy clearly and in plain language at the page referenced.</p>
<p>9.2 Insurers will clearly and in plain language explain their Parts Policy in;</p> <ul style="list-style-type: none">(a) their PDS with reference in the PDS's table of contents; and(b) related communications with Repairers.
<p>9.3 Signatories will not:</p> <ul style="list-style-type: none">(a) make misleading or deceptive statements about the quality, capability or timeliness of a Repairer or group of Repairers;(b) make misleading or deceptive statements about the quality, safety or timeliness of Repairs based on who the Insurer is or the approach the Insurer uses to allocate repairs or manage claims;(c) engage in statements, actions or behaviour designed or intended to prevent or discourage a Customer from having any necessary rectification work following a Repair undertaken at the Repairer who completed the original Repairs.
<p>9.4 Repairers will provide sufficient evidence to an Insurer to substantiate their claims for costs in relation to parts and work undertaken in a Repair for that Insurer.</p>
<p>9.5 Sub-clauses 9.1 and 9.3 also apply to telephone enquiries and Insurers websites.</p>
<p>9.6 The obligations under Sub-clauses 9.1 and 9.2 commence upon an Insurer next updating its PDS (or Supplementary PDS) following the commencement of this sub-clause.</p>
<p>9.7 Where it becomes known that a Signatory shows a deliberate disregard to their due diligence and care towards the safety of the vehicle, an Insurer is required to report the matter to the appropriate government regulator and notify the Repairer of that report.</p>

10. REPAIR DISPUTE RESOLUTION

This clause applies to disputes that arise prior to the commencement or completion of a Repair.

10.1 Matters for dispute resolution

(a) Where disputes arise relating to the appropriate Repair and where it is believed the safety, structural integrity, Presentation or utility of the Motor Vehicle will be compromised by the proposed repair method, and the dispute cannot be resolved under clauses 1 and 7, the provisions of clause 10 apply.

(b) Where there are repair disputes which arise prior to the completion of Repairs to a Motor Vehicle other than those described in 10.1(a) and 10.1(c) the Parties will at first instance use the provisions of clause 10. This does not prevent either party subsequently pursuing the matter under the provisions of clause 11 and 12 once the Motor Vehicle has been repaired.

(c) Disputes relating to the amount to be paid for Repairs, or differences of opinion as to the preferred Repair method, other than those outlined in sub-clause 10.1(a), are matters for individual Repairer/Assessor negotiation and cannot be disputed under the provisions of clauses 10 or 11 or 12.

(d) Clause 11 or 12 will not apply to disputes covered by sub clauses 10.1(a) and 10.1(c).

10.2 Notification of Dispute

(a) In the event of a dispute under this clause 10, a dispute must be registered through the Code Website.

(b) The dispute notification must contain:

- (i) the names and contact details of the Applicant and the Respondent;
- (ii) adequate information about the nature of the dispute;
- (iii) specific reference to the relevant clause(s) of this Code and the reason(s) why the Respondent is alleged to be non-compliant with the Code;
- (iv) adequate supporting documentation about the dispute; and
- (v) an explanation as to what outcome the Applicant seeks.

(c) The Applicant will not seek to hinder others by submitting a dispute under the Code that is not specifically applicable to the Code.

(d) A dispute notification is invalid if it is lodged more than forty five (45) days after acceptance of payment for Repairs.

10.3 Dispute Resolution Procedure

(a) Upon notification of a Repairer-initiated dispute, the Insurer will properly investigate the issue, including the supporting information provided by the Repairer and will within two business days make a determination.

(b) As part of this process, the Insurer will consider the relevant information, may inspect the Motor Vehicle and will discuss the dispute with the Repairer, including the reasons supporting the determination.

(c) If the Respondent agrees to a face-to-face meeting, a neutral location is to be identified, if practicable, unless otherwise agreed between the Parties.

(d) If the Repairer disagrees with the determination of the Insurer the Repairer retains the right to refuse to carry out the repairs and in that case the Insurer may transfer the vehicle to another Repairer.

(e) The Insurer agrees to report to the CAC on an annual basis detailing the number, nature and outcome of disputes raised under clause 10.

11. DISPUTE RESOLUTION PROCESS

This clause applies to disputes arising from clauses 4 to 9 of the Code and disputes over contractual arrangements.

11.1 Application and Principles

(a) The procedure in this section applies to all disputes relating to alleged non-compliance with the Code and to disputes of a contractual nature but does not apply to disputes which are described in sub-clause 10.1(a) and 10.1(c).

(b) Insurers and Repairers agree that disputes relating to alleged non-compliance with the Code and to disputes of a contractual nature, should be resolved promptly, transparently and fairly.

11.2 Internal Dispute Resolution

(a) Each Insurer will establish an IDR mechanism that provides for the prompt, transparent and fair resolution of disputes.

(b) Disputes must in the first instance be registered through the Code Website, whereupon the CAC will immediately advise the relevant Insurer of the IDR dispute lodgement.

(c) The dispute notification must contain:

- (i) the names and contact details of the Applicant and the Respondent;
- (ii) adequate information about the nature of the dispute;
- (iii) specific reference to the relevant clause(s) of the Code and the reason(s) why the Respondent is alleged to be non-compliant with the Code;
- (iv) supporting documentation about the dispute;
- (v) an explanation as to what outcome the Applicant seeks.

(d) Insurers will provide to the Repairer a written acknowledgement of the complaint within three (3) business days. Repairers and Insurers will conclude the IDR process within nine (9) clear business days following CAC notification, unless otherwise agreed to by both Parties.

(e) If the Repairer disagrees with the outcome of an IDR process, they can elevate the dispute to Mediation.

11.3 Mediation

(a) To commence a Mediation action under the Code, the Applicant must lodge a notice of dispute with the CAC through the Code Website or its nominee and the Respondent, providing the following information:

- (i) the names and contact details of the Applicant and the Respondent;
- (ii) adequate information about the nature of the dispute;
- (iii) specific reference to the relevant clause(s) of this Code and the reason(s) why the Respondent is alleged to be non-compliant with the Code;
- (iv) supporting documentation about the dispute;
- (v) an explanation as to what outcome the Applicant seeks

(b) The Applicant and the Respondent may then either agree on a Mediator, or if the Parties cannot agree on a Mediator within two business days, the Applicant may nominate an Approved Mediation Provider as set by the CAC in Schedule 1 of the Code.

(c) Subject to sub-clause 11.3(e), the Mediator may decide the time and place for the conduct of the Mediation. In doing so, the Mediator is to ensure that location is neutral and acceptable to both Parties.

(d) Any face-to-face Mediation under this Code must be conducted in the state or territory in which the repairs took place and within a reasonable distance of the Repairer's premises, unless otherwise agreed by the Parties.

(e) The Parties participating in the Mediation should try to resolve the dispute within 15 business days of the notification of the dispute, unless otherwise agreed to by both Parties.

(f) Those participating in the Mediation must have the authority to enter into an agreement to settle the dispute.

(g) An observer may attend a Mediation at the invitation of either party to a dispute but only if both Parties to the dispute agree, and if the observer has agreed to be bound to confidentiality.

- (h) An observer who is attending the Mediation with the agreement of both Parties may additionally act as an adviser or a representative of a party to a dispute during the Mediation if both Parties further agree.
- (i) If the Mediation does not result in an outcome acceptable to both the Applicant and the Respondent, or the dispute proves incapable of resolution by Mediation, the Mediator will provide a written statement to the Applicant and the Respondent setting out:
 - (i) the Parties to the dispute;
 - (ii) an outline of the dispute; and
 - (iii) of unresolved issues.
- (j) Any statement issued under sub-clause 11.3(i) must remain confidential between the Parties to the dispute, the Mediator and any observers or other participants present at the Mediation.
- (k) Disclosure of any statement under sub-clause 11.3(i) to a third party requires the consent of the Applicant and the Respondent except where disclosure is required by law.
- (l) At the conclusion of the Mediation the Mediator should advise the CAC in writing whether the issues were resolved, partly resolved or not resolved.
- (m) The Mediator may seek part payment by the Parties prior to the commencement of a Mediation, the pre-payment being equivalent to the cost of the minimum time of Mediation (as set by the nominated Mediator) with the payment split equally between the Parties.
- (n) The result of the Mediation or documents related to the Mediation remain confidential unless the CAC is provided with the express written approval and agreement of both Parties to the dispute, or except where such disclosure is required by law.
- (o) Participation in Mediation is mandatory for Signatories.

11.4 Conditions

- (a) This clause does not affect the right of a party to take legal action in relation to a dispute.
- (b) The Parties will share the costs of Mediation equally under this sub-clause 11.4, unless they agree otherwise.
- (c) The Parties must pay for their own costs of attending the Mediation.
- (d) The Parties must mediate in good faith.
- (e) If a party has commenced dispute resolution and/or mediation outside of this Code the party cannot revert to the Code's dispute resolution process until the dispute resolution and/or mediation has been finalised.

12. Approved Determination Scheme under the Code

12.1 The CAC shall establish an Approved Determination Scheme for the resolution of matters under the Code.

12.2 The Approved Determination Scheme will be available on the Code Website.

12.3 Determination using the Approved Determination Scheme may be sought by Signatories via the Code Website.

12.4 Determination using the Approved Determination Scheme can only proceed after IDR and Mediation processes have been concluded.

12.5 The CAC will review the Approved Determination Scheme 12 months from the date of commencement.

12.6 The CAC will identify Approved Determination Providers in Schedule 2 of the Code.

12.7 Participation in Determination is mandatory for Signatories. Signatories agree to be bound by the Approved Determination Scheme and the decision of the determination provider.

13. ADMINISTRATION

13.1 Code Administration Committee

- (a) The Code will be administered by the CAC;
- (b) The CAC will consist of Signatories being:
 - (i) three appointees of ICA; and
 - (ii) three appointees of MTAA.
- (c) Members of the CAC shall hold office for a period of two (2) years, but may be re-nominated for further two (2) year periods subject to sub-clause 13.1(d) of the Code;
- (d) The ICA and MTAA can replace or substitute their respective appointees at any time and for any reason, but in the spirit of the Code each will endeavour to ensure continuity of representation at CAC;
- (e) The members of the CAC will elect one of their number as chairperson for a 12 month period on the basis that an appointee of ICA and an appointee of MTAA will rotate as chairperson and the first rotation shall be determined by lot;
- (f) The chairperson will be responsible for arranging for administrative support for the CAC activities;
- (g) The CAC will meet at least two times a year, but may meet more frequently as required; and
- (h) Changes to the Code can be made by the CAC only on a consensual basis.

13.2 Role of the CAC

The CAC:

- (a) will develop a protocol for the appointment, establishment and operation of a national panel of Mediators;
- (b) will monitor compliance with the Code;
- (c) will produce a publicly available annual report on the Code and provide a copy of the report to the relevant Australian Government Minister. The report will include:
 - (i) an assessment of Insurer and Repairer compliance with the Code;
 - (ii) the number and type of applications for Mediation under the Code; and
 - (iii) any other matters the CAC considers relevant to the Code;
- (d) will develop its own administrative procedures and protocols and obtain adequate funding to administer and monitor the Code from ICA and MTAA;
- (e) will advise on the promotion of the Code within the Industry; and
- (f) will conduct an initial internal review of the operation of the Code 12 months after the commencement of operation of the Code on 1 September 2006. This is to be followed by an external review of the operation of the Code every three years from the commencement of the Code;
- (g) may be consulted on interpretation of any clause in this Code;
- (h) may receive from Signatories or others information related to alleged breaches of the Code;
- (i) may refer alleged breaches of the Code to the appropriate government regulator.

13.3 Confidential Information

The appointees to the CAC must not disclose any confidential information acquired in the course of their appointment to the CAC unless required by law to do so.

RULES OF THE Motor Vehicle Insurance and Repair Industry Code of Conduct

APPROVED DETERMINATION SCHEME RULES

The Motor Vehicle Insurance and Repair Industry Code of Conduct (**Code**) Approved Determination Scheme Rules (**Rules**) have been introduced by the Motor Vehicle Insurance and Repair Industry Code of Conduct Administration Committee (**CAC**) to provide fair, quick and cost-effective resolution of claims in those matters involving signatories.

The Rules complement existing modes of dispute resolution, including internal dispute resolution (where matters are resolved without recourse to assistance from a third party) and mediation (where a mediator is appointed by the parties through the CAC to assist the parties to reach a negotiated outcome to the dispute).

Determination is a process whereby an independent third party is appointed to issue a final and binding order on the parties, resolving the dispute in the form of a written decision.

The Code requires that parties in dispute first attempt to resolve their differences informally, and by way of the Code's internal dispute resolution and mediation schemes, before entering into determination.

The CAC may withdraw, amend or review the Rules as required.

PRELIMINARY

- 1.1. The Rules apply only to disputes between signatories relating to matters referred to in the Code, and is restricted to those matters that can be disputed under the Code.
- 1.2. To the extent that the Rules and the Code conflict, the Code shall take precedence.
- 1.3. The parties may agree to any alternative or amendment to the Rules prior or during the dispute resolution process.
- 1.4. The parties may agree to any third party acting as the determination provider (Agreed Determination Provider). If the parties are unable to agree on an Agreed Determination Provider, the applicant shall nominate an approved determination provider as set out in Schedule 1 of the Code (Approved Determination Provider) (collectively Determination Provider).
- 1.5. For the purposes of the Rules, a Determination Provider may include an entity that nominates a determiner to act in that capacity (Determination Nominator). The Determination Nominator shall determine, taking into account the circumstances of the dispute and the preferences of the parties, whether to appoint a single determiner or a panel of determiners and the level of skills and industry knowledge required of the determiner or determiners.
- 1.6. Participation and compliance with the Code and the Rules is mandatory for all signatories of the Code until 31 December 2018 or the CAC determines otherwise.

- 1.7. In referring their dispute for resolution under the Rules, the parties to the dispute agree that the CAC and the Determination Provider, including its agents, employees, officers and any person or persons appointed as Determination Provider, are not liable to any party for or in respect of any act or omission arising out of or in connection with the Rules unless such act or omission is shown to have been fraudulent or corrupt.

APPLICATION FOR DETERMINATION

- 2.1. If the parties have not resolved their dispute after mediation, a party has twenty-eight (28) days from the date of mediation to apply on the CAC website for the dispute to proceed to determination.
- 2.2. After receipt of an application through the CAC website, either:
 - a. Where the parties use an Agreed Determination Provider, the applicant shall forward its application to the Agreed Determination Provider within two (2) business days; or
 - b. Where the parties use an Approved Determination Provider, the applicant shall forward its application to the Approved Determination Provider within two (2) business days.
- 2.3. The parties may advise the CAC if the Determination Provider is unwilling or unable to act in accordance with the Code and the Rules. If the CAC agrees, it shall appoint an alternative Determination Provider as soon as reasonably practicable, and will advise the parties and the Determination Provider accordingly.

MEDIATION

- 3.1. The documents previously submitted to the mediator shall on agreement of the parties be passed on to the Determination Provider, together with any report provided by the mediator on the facts, issues and claims. The mediator must not communicate to the Determination Provider any suggestions for settlement of the dispute nor any information given in confidence by either party nor any views expressed.
- 3.2. The mediator involved in the mediation phase of the dispute must not act as an advocate, adviser or witness for a party during the determination phase, act as a Determination Provider or be required to disclose any information about any matter arising during the mediation phase unless otherwise agreed by the parties.

COSTS

- 4.1. Each party shall bear its own costs for the determination regardless of the outcome.
- 4.2. The Determination Provider's fees and expenses, including but not limited to the cost of providing a venue for the determination, shall be initially borne by the applicant.
- 4.3. The costs set out in Rule 4.2 shall in principle be borne by the unsuccessful party as part of the Determination Provider's decision. However, the Determination Provider may apportion those costs between the parties in the decision if the Determination Provider considers that apportionment is reasonable, taking into account the circumstances of the dispute.

4.4. The CAC may set a maximum hourly rate an Approved Determination Provider may charge.

DETERMINATION PROCEDURE

5.1. The Determination Provider shall:

- a. Adopt procedures suitable for quick, cost-effective and fair determination of the dispute, minimising formality as far as possible;
- b. Be independent of, and act fairly and impartially as between the parties, giving each party a reasonable opportunity of putting its case and dealing with that of any opposing party;
- c. Apply the Code and the Rules in managing determination procedures and making decisions under this scheme; and
- d. Only seek information related specifically to the matter under dispute.

5.2. The parties shall:

- a. Do all things reasonably necessary for the quick, cost-effective and fair determination of the dispute; and
- b. Comply without unreasonable delay with any direction or ruling by the Determination Provider.

5.3. Unless amended by the Determination Provider or as agreed by the parties, the dispute resolution process shall proceed in the manner set out below.

- a. The applicant shall, within twenty-eight (28) days of the date on which the application for determination is submitted in accordance with Rules 2.1 and 2.2, provide to the other party or parties and to the Determination Provider a document specifying the nature and basis of the claim, the amount claimed (and how it has been calculated) and any other remedy sought, and shall enclose copies of all documents and any witness statements or expert reports relied upon in support of the claim.
- b. Within twenty-eight (28) days of the applicant submitting its claim, the respondent or respondents shall submit its response to the applicant's claim, setting out what it says as to the nature and basis of the claim, and shall enclose copies of all documents and any witness statements or expert reports relied upon by the respondent in response to the claim.
- c. The Determination Provider may make further directions or rulings as he or she considers reasonably appropriate in the circumstances. The Determination Provider may seek further information from either or both parties to assist in making a decision.
- d. The Determination Provider shall determine the matter on the written material served or produced under this Rule unless:

- i. Otherwise agreed by the parties; or
 - ii. The Determination Provider or all parties consider that an oral hearing is necessary to explain or resolve conflicts in the written material in relation to any one or more of the issues in dispute.
- e. If an oral hearing is held on any one or more of the issues in dispute, then such oral hearing shall be conducted as soon as practicable at a time and in the manner directed by the Determination Provider, including any reasonable time limits on oral evidence and the provision of written opening addresses and final submissions.
- f. Any times set out under this Rule may be varied only by agreement of the parties. In the absence of such agreement and where a party shows proper cause, the Determination Provider may vary the times as he or she considers reasonable in the circumstances.
- g. Subject to Rule 5.3(f) and without the express, written approval of the Determination Provider, if any party fails to deliver anything required under the Rules within the dates specified, then:
 - i. Where a response to a claim is not delivered, it shall be deemed not to be contested;
 - ii. Where a claim is not delivered, it shall be deemed to be abandoned;
 - iii. Where a claim is abandoned, the determination shall not proceed; and
 - iv. Otherwise, the determination shall proceed as the Determination Provider considers appropriate in the circumstances.

5.4. The law to be applied shall be the law of the State or Territory where the original dispute arose.

DECISION

- 6.1. As soon as reasonably practicable after receiving all submissions and evidence, the Determination Provider shall make a final and binding written decision with reasons. The decision shall not include the names or any identifying information of the parties to the dispute or any customers associated with the dispute.
- 6.2. The decision made in accordance with Rule 6.1 shall be provided to the parties and the CAC within ten (10) business days. These decisions will then be published on the CAC website.
- 6.3. Unless otherwise directed, any amount or direction shall be paid to the party entitled to receive or acted upon, within twenty-one (21) days of the Determination Provider sending the decision to the parties, subject to the applicable law in the State or Territory.
- 6.4. For the elimination of doubt, a decision may include, but is not limited to, a requirement for the Insurer to discipline the relevant assessor, revise assessing practices or require additional training for that assessor.

Motor Vehicle Insurance and Repair Industry Code of Conduct

Schedule 1 – Approved Mediation Providers

State or Territory	Approved Mediation Providers
Australian Capital Territory	<ul style="list-style-type: none">Resolution Institute
New South Wales	<ul style="list-style-type: none">New South Wales Small Business CommissionerResolution Institute
Northern Territory	<ul style="list-style-type: none">Resolution Institute
Queensland	<ul style="list-style-type: none">Resolution Institute
South Australia	<ul style="list-style-type: none">South Australian Small Business CommissionerResolution Institute
Tasmania	<ul style="list-style-type: none">Resolution Institute
Victoria	<ul style="list-style-type: none">Victorian Small Business CommissionerResolution Institute
Western Australia	<ul style="list-style-type: none">Western Australia's Small Business CommissionerResolution Institute

Motor Vehicle Insurance and Repair Industry Code of Conduct

Schedule 2 – Approved Determination Providers

State or Territory	Approved Determination Providers
Australian Capital Territory	<ul style="list-style-type: none">• Resolution Institute
New South Wales	<ul style="list-style-type: none">• New South Wales Small Business Commissioner• Resolution Institute
Northern Territory	<ul style="list-style-type: none">• Resolution Institute
Queensland	<ul style="list-style-type: none">• Resolution Institute
South Australia	<ul style="list-style-type: none">• Resolution Institute
Tasmania	<ul style="list-style-type: none">• Resolution Institute
Victoria	<ul style="list-style-type: none">• Victorian Small Business Commissioner• Resolution Institute
Western Australia	<ul style="list-style-type: none">• Resolution Institute

COUNCIL NOTICES

DUBBO CITY COUNCIL

ROADS ACT 1993

Naming of Roads

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

Name	Locality
WAVE COURT	Dubbo
BAYOU AVENUE	Dubbo
AQUA COURT	Dubbo
MANGROVE PLACE	Dubbo
FRESHWATER DRIVE	Dubbo
FJORD COURT	Dubbo
COVE CIRCUIT	Dubbo
CURRENT COURT	Dubbo
BRINY COURT	Dubbo
GULF COURT	Dubbo
MARINE COURT	Dubbo
DELTA ROAD	Dubbo
STREAM AVENUE	Dubbo
WATERWAY CRESCENT	Dubbo
SEA CRESCENT	Dubbo
OCEAN COURT	Dubbo
INLET STREET	Dubbo
TIDE COURT	Dubbo
Description	
Naming of thoroughfares for stages 20 to 40 of the Southlakes Estate, Dubbo	

MARK RILEY, General Manager, Dubbo Regional Council, PO Box 81, DUBBO NSW 2830

GNB Ref: 0124

[9232]

GOULBURN MULWAREE COUNCIL

ROADS ACT 1993

Naming of Roads

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

Name	Locality
TALLOWOOD STREET	Goulburn
Description	
New road - Lot 208 in DP 1188587	
Name	Locality
RIVERGUM PLACE	Goulburn
Description	
New road - Lot 208 in DP 1188587	

Name	Locality
COTTONWOOD AVENUE	Goulburn
Description	
New road - Lot 208 in DP 1188587	

Name	Locality
ARMITT STREET	Marulan
Description	
New Road in DP 702080 Road comes off Portland Avenue	

KEN WHEELDON, Manager Land & Property Services, Goulburn Mulwaree Council, 184-194 Bourke Street, GOULBURN NSW 2580

GNB Ref: 0129

[9233]

KU-RING-GAI COUNCIL

HERITAGE ACT 1977

INTERIM HERITAGE ORDER NO. 7

Under Section 25 of the *Heritage Act 1977* Ku-ring-gai Council does by this order:

- i. make an interim heritage order to cover the item of the environmental heritage specified or described in Schedule "A"; and
- ii. declare that the Interim Heritage Order shall apply to the curtilage or site of such item, being the land described in Schedule "B".

This Interim Heritage Order will lapse six months from the date that it is made unless the local Council has passed a resolution before that date; and

- (i) in the case of an item which, in the council's opinion, is of local significance, the resolution seeks to place the item on the heritage schedule of a local environmental plan with appropriate provisions for protecting and managing the item; or
- (ii) In the case of an item which, in the Council's opinion, is of State heritage significance, the resolution requests the Heritage Council to make a recommendation to the Minister for Heritage under section 32(2) of the Heritage Act to include the item on the State Heritage Register.

John McKee
General Manager
Ku-ring-gai Council
Sydney 19 July 2017

Schedule "A"

The property known as The Gables, situated at 69 Kissing Point Road, Turramurra on land described in Schedule B.

Schedule "B"

All those pieces or parcels of land known as (Lot 4, DP 31925 & Lot 20 DP 206712) in Parish of Gordon, County of Cumberland.

[9234]

MIDCOAST COUNCIL

ROADS ACT 1993

Naming of Roads

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

Name	Locality
WANGI PLACE	Wallabi Point
Description	
New road branching off Peets Ave, Wallabi Point.	

GLENN HANDFORD, General Manager, MidCoast Council, 2 Pultey Street, TAREE NSW 2430

GNB Ref: 0127

[9235]

MIDCOAST COUNCIL

ROADS ACT 1993

Naming of Roads

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

Name	Locality
ALVEENA COURT	Wallabi Point
Description	
new road in subdivision of Hartlyn Drive	

GLENN HANDFORD, General Manager, MidCoast Council, 2 Pulteney Street, TAREE NSW 2430

GNB Ref: 0131

[9236]

PORT STEPHENS COUNCIL

ROADS ACT 1993

Naming of Roads

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

Name	Locality
INDUSTRIAL PLACE	Medowie
Description	
Extension of the existing Industrial Drive from Abundance Road to access proposed new industrial subdivision of Lot 12 DP813265	

WAYNE WALLIS, General Manager, Port Stephens Council, 116 Adelaide Street, RAYMOND TERRACE NSW 2324 - Council File PSC2017-01782

GNB Ref: 0125

[9237]