



Government Gazette

OF THE STATE OF

NEW SOUTH WALES

PART 2

Week No. 25/2013

Friday, 21 June 2013

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DEADLINES

Attention Advertisers . . .

Government Gazette inquiry times are:

Monday to Friday: 8.30 am to 4.30 pm

Phone: (02) 9228 3120 Fax: (02) 9372 7422

Email: nswgazette@dpc.nsw.gov.au

GOVERNMENT GAZETTE DEADLINES

Close of business every Wednesday

Except when a holiday falls on a Friday, deadlines
will be altered as per advice given on this page.

Special Supplements

A Special Supplement or Extraordinary Supplement is a document which has a legal requirement to commence on a certain date and time. Release of Publication is required on the same day. The request for a Supplement is received from the department to the *Government Gazette* by telephone. The copy must be accompanied by a letter or email requesting the Supplement and signed by a Minister or Head of a Department.

NOTE: Advance notice of a Special Supplement is essential as early as possible on the day required. On Thursdays early notice is a priority and when possible notice should be given a day prior being the Wednesday.

Please Note:

- *Only electronic lodgement of Gazette contributions will be accepted. If you have not received a reply confirming acceptance of your email by the close of business on that day please phone 9228 3120.*

Department of Finance and Services Tenders

SUPPLIES AND SERVICES FOR THE PUBLIC SERVICE

Information in relation to the Department of Finance and Services proposed, current and awarded tenders is available on:

<http://www.tenders.nsw.gov.au>

SEE the Government Gazette website at:
<http://nsw.gov.au/gazette>

WATER**WATER ACT 1912**

AN application for an approval under Part 8 of the Water Act 1912, has been received from:

PRIMEAG AUSTRALIA LIMITED for 2 x levee banks and 2 x storages, near Deadman's Gully for the prevention of inundation and irrigation and drainage development, water conservation purposes on Lot 6, DP 771681; Lots 2 and 4, DP 240847; Lot 1, DP 402446 and Lot 2, DP 811524. (Reference: 90CW811015).

Any inquiries should be directed to (02) 6701 9620.

Written objections, from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with the NSW Office of Water, PO Box 550, Tamworth NSW 2340, within 28 days of this publication.

DAVID THOMAS,
Senior Water Regulation Officer

WATER ACT 1912

AN application under section 167 of Part 8 of the Water Act 1912, being within a proclaimed (declared) local area has been received as follows:

BOGGABRI COAL PTY LIMITED for controlled works consisting of construction of rail viaduct, access roads and transmission lines on the Lower Namoi Floodplain, on Lot 59, DP 754948, Parish Therribri, County Nandewar and Lot 105, DP 755470, Parish Bogabri, County Pottinger and associated Crown lands on the property known as "Daisy Meade" Bogabri (new approval). (Reference: 90CW811021).

Any inquiries should be directed to (02) 6701 9620.

Written objections, from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with the NSW Office of Water, PO Box 382, Narrabri NSW 2340, within 28 days of this publication.

ROBERT ALBERT,
Senior Water Regulations Officer

WATER MANAGEMENT ACT 2000

Order under Section 130(2)

Inclusion of Land in Western Murray Irrigation's Area of Operations

PURSUANT to section 130(2) of the Water Management Act 2000, I, DAVID HARRISS, having delegated authority from the Minister for Primary Industries, do, by this Order, include the land listed in Schedule 1 within the area of operations of Western Murray Irrigation Limited.

This Order takes effect on the date that the Order is published in the *New South Wales Government Gazette*.

Signed at Sydney, this 5th day of June 2013.

DAVID HARRISS,
Commissioner,
NSW Office of Water
signed for the Minister for Primary Industries
(by delegation)

SCHEDULE 1

Lot 8, DP 807827, Parish of Wentworth, County of Wentworth.

Other Notices

APPRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given that the Commissioner for Vocational Training has established a Vocational Training Order for the recognised traineeship vocation of:

- Business Services (Project Management)

under section 6 of the Apprenticeship and Traineeship Act 2001.

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

The Order will take effect from the date of publication in the *New South Wales Government Gazette*.

Copies of the Order may be inspected at any State Training Services Regional office of the Department of Education and Communities or on the Internet at:

https://www.training.nsw.gov.au/cib_vto/cibs/cib_588.html.

APPRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given that the Commissioner for Vocational Training has established a Vocational Training Order for the recognised traineeship vocation of:

- Health Services – Medical Practice Assisting

under section 6 of the Apprenticeship and Traineeship Act 2001.

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

The Order will take effect from the date of publication in the *New South Wales Government Gazette*.

Copies of the Order may be inspected at any State Training Services Regional office of the Department of Education and Communities or on the Internet at:

https://www.training.nsw.gov.au/cib_vto/cibs/cib_587.html.

ASSOCIATIONS INCORPORATION ACT 2009

Notice under Section 509(5) of the Corporations Act 2001 as Applied by Section 64 of the Associations Incorporation Act 2009

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

National Childcare Accreditation Council Incorporated – Y1501209.

Dated this 14th day of June 2013.

R. LUNNEY,
Delegate of the Registrar,
Registry Services

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Incorporation pursuant to Section 72

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

Cancellation is effective as at the date of gazettal.

Central West Landcare Incorporated – INC9877980

Hunter & Central Coast Region Netball Incorporated – INC9877569

Tamworth Youth Care Inc – Y0346831

Central Coast Prospecting Club Inc – Y0852324

Kelso Community Network Incorporated – INC9874994

Collector Business Association Incorporated – INC9895953

Probus Club of Soldiers Point Incorporated – Y1766013

Duck Creek Catchment Community Group Incorporated – INC9875695

Bowral Urban Landcare Group Incorporated – INC9874506

Southlake Communities Against the Mine Incorporated – INC9885249

Hunter Skeptics Incorporated – INC9890881

National Seniors Australia St George Branch Incorporated – Y1930327

Kyogle Youth Action Incorporated – Y2577500

Kaiyu Enterprises Incorporated – Y2595939

N/W Zone School for Gardeners Incorporated – INC9887117

Teralba Probus Club Incorporated – Y1817515

Inverell Dressage & Jumping Club Incorporated – INC9885145

What Is Music Incorporated – INC9886472

Hastings Valley Bottle and Collectables Club Inc – Y1025508

Imapa Incorporated – INC9889024

Australian-Macedonian Football Association Incorporated – INC9889276

Dated 17th day of June 2013.

ROBYNE LUNNEY,
Delegate for Commissioner,
NSW Fair Trading,
Department of Finance & Services

ASSOCIATIONS INCORPORATION ACT 2009

Reinstatement of Cancelled Association pursuant to Section 84

TAKE notice that the incorporation of BONDI COMMUNITY STREET PROJECT INC (Y1653325), cancelled on 12 December 2008, is reinstated pursuant to section 84 of the Associations Incorporation Act 2009.

Dated this 19th day June of 2013.

ROBYNE LUNNEY,
Delegate of the Commissioner,
Registry Services,
NSW Fair Trading,
Department of Finance & Services

ASSOCIATIONS INCORPORATION ACT 2009

Reinstatement of Cancelled Association pursuant to
Section 84

TAKE notice that the incorporation of NORTHERN EAGLES TOUCH ASSOCIATION INCORPORATED (INC9876444), cancelled on 4 March 2011, is reinstated pursuant to section 84 of the Associations Incorporation Act 2009.

Dated this 19th day June of 2013.

ROBYNE LUNNEY,
Delegate of the Commissioner,
Registry Services,
NSW Fair Trading,
Department of Finance & Services

ASSOCIATIONS INCORPORATION ACT 2009

Reinstatement of Cancelled Association pursuant to
Section 84

TAKE notice that the incorporation of ZONE 5 BOWLING ASSOCIATION INCORPORATED (Y2424926), cancelled on 27 July 2012, is reinstated pursuant to section 84 of the Associations Incorporation Act 2009.

Dated this 19th day June of 2013.

ROBYNE LUNNEY,
Delegate of the Commissioner,
Registry Services,
NSW Fair Trading,
Department of Finance & Services

CO-OPERATIVE HOUSING AND STARR-BOWKETT SOCIETIES ACT 1998

Notice under Section 601AC of the Corporations Law as Applied by Section 177 of the Co-operative Housing and Starr-Bowkett Societies Act 1998

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

Newtown and Enmore Starr-Bowkett Building
Co-operative Society No. 24 Limited – 888.

Dated this 13th day of June 2013.

R. LUNNEY,
Delegate of the Registrar of Co-operatives

DISTRICT COURT ACT 1973

District Court of New South Wales

Direction

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

East Maitland, 10:00 a.m., 9 December 2013 (2 weeks),
sitting at Newcastle.

East Maitland, 10:00 a.m., 3 February 2014 (2 weeks),
sitting at Newcastle.

Dated this 13th day of June 2013.

R. O. BLANCH,
Chief Judge

DISTRICT COURT ACT 1973

District Court of New South Wales

Direction

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

East Maitland, 10:00 a.m., 17 February 2014 (1 week),
sitting at Newcastle.

Dated this 13th day of June 2013.

R. O. BLANCH,
Chief Judge

ELECTRICITY GENERATOR ASSETS (AUTHORISED TRANSACTIONS) ACT 2012

LAND ACQUISITION (JUST TERMS
COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land for
Purposes of the Act

THE Electricity Assets Ministerial Holding Corporation, with the approval of His Excellency the Lieutenant-Governor, declares 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 Electricity Generator Assets (Authorised Transactions) Act 2012.

Dated at Sydney, this 19th day of June 2013.

MICHAEL BAIRD, M.P.,
Treasurer for
Electricity Assets Ministerial Holding Corporation

SCHEDULE

All that piece or parcel of land situated at Wallerawang in the Local Government Area of Lithgow City, Parish of Falnash, County of Cook, being Lot 1 in Plan of Acquisition DP 1183453 and being part of the land comprised in Lot 220, Deposited Plan 751638, described as Folio Identifier 220/751638.

HEALTH SERVICES ACT 1997

Order Fixing a Scale of Fees
in Respect of Ambulance Services

PURSUANT to section 67D of the Health Services Act 1997, I, Dr Mary Foley, Director-General of the Ministry of Health, as the duly appointed delegate of the Minister for Health, do by this order hereby:

1. revoke the currently applying scale of fees in respect of ambulance services; and
2. fix a scale of fees in respect of ambulance services provided by the Director-General to the extent and in the manner set forth in the following Schedule, with effect on and from 1 July 2013.

Dr MARY FOLEY,
Director-General

SCHEDULE

1. In this order:
 - “primary emergency service” means the provision of ambulance services by road ambulance, fixed wing aircraft or helicopter or a combination of these,

from the scene of an accident, illness or injury to a public hospital or other destination nominated by the Ambulance Service of NSW.

- “*primary non-emergency service*” means an ambulance road service that is booked no later than 6pm on the day prior to service delivery with the service to commence and be completed between the hours of 8am and 6pm on the nominated service delivery date, otherwise the primary emergency service charge will apply. [All services provided by a dedicated Patient Transport vehicle, where available, irrespective of time of booking or time of transport, are classified as “non-emergency services”].
- “*inter-hospital emergency service*” means the provision of ambulance services by road ambulance, fixed wing aircraft or helicopter or a combination of these, from one public hospital to another public hospital.
- “*inter-hospital non-emergency service*” means an ambulance road service that is booked no later than 6pm on the day prior to service delivery with the service to commence and be completed between the hours of 8am and 6pm on the nominated service delivery date, otherwise the inter-hospital emergency service charge will apply. [All services provided by a dedicated Patient Transport vehicle, where available, irrespective of time of booking or time of transport, are classified as “non-emergency services”].
- “*treat-not-transport service*” – means a service where a patient is provided with ambulance services at the scene of an accident, illness or injury and does not require ambulance transport to a health facility or any other destination.
- “*standby services*” – means a service where an ambulance or ambulances are required to stand by at scenes such as industrial accidents for the purpose of providing services to emergency workers or others at the scene of the incident. Neither transport nor treatment may be required.

Fees

2. The fee for a **primary emergency service** by road ambulance and/or fixed wing ambulance and/or helicopter shall be charged on a kilometre basis calculated pursuant to clause 8, on the scale of \$668 callout charge, plus an additional charge of \$6.03 for each kilometre or part thereof.
3. The fee for a **primary non-emergency service** by road ambulance shall be charged on a kilometre basis calculated pursuant to clause 8, on the scale of \$268 callout charge, plus an additional charge of \$1.66 for each kilometre or part thereof.
4. The fee for an **inter-hospital emergency service** by ambulance shall be charged as follows:
 - road ambulance – on a kilometre basis calculated pursuant to clause 8, on the scale of \$577 callout charge, plus an additional charge of \$5.75 for each kilometre or part thereof.
 - fixed wing ambulance – on a kilometre basis calculated pursuant to clause 8, on the scale of \$3,555 callout charge, plus an additional charge of \$1.66 for each kilometre or part thereof (road travel associated with fixed wing cases is charged at the \$5.75 for each kilometre or part thereof).

- helicopter – on a time basis calculated pursuant to clause 9 on the scale of \$6,102 charge for the first thirty (30) minutes or part thereof, with any further period charged at a rate of \$133.55 per six (6) minutes or part thereof.

Charges for road or fixed wing transport under this clause shall be paid by the hospital or health service sending the person being transported. However in the case of helicopter transport under this clause, the transport fee shall be apportioned equally between the hospital or health service sending the person being transported and the hospital or health service receiving that person.

5. The fee for an **inter-hospital non-emergency service** by ambulance shall be charged as follows:
 - road ambulance – on a kilometre basis calculated pursuant to clause 8, on the scale of \$264 callout charge, plus an additional charge of \$1.63 for each kilometre or part thereof.
6. The fee for a **treat-not-transport service** shall be calculated in accordance with the primary emergency service fee scale under clause 2.
7. A **standby service fee**, payable by the owners of premises or vehicles involved in dangerous incidents or events where an ambulance is required to be present (for example at chemical spills or other industrial accidents), shall be calculated in accordance with:
 - the primary emergency service fee scale under clause 2 for the first hour or part thereof; and in addition
 - \$48.10 for every 15 minutes or part thereof after the first hour.

Calculation of Transport Kilometres

8. The total number of kilometres for the provision of services by ambulance (or ambulances) shall be calculated by determining the total number of kilometres that are travelled by road or, in the case of transportation by fixed wing aircraft or helicopter, that would have been travelled by road had no fixed wing aircraft or helicopter been available, in accordance with the distance:
 - (a) from the base ambulance station nearest to the location where the person was picked up/treated by ambulance, to that pick up/treatment location; and
 - (b) from that pick up location (where transport occurs), to the place where that person disembarked from the ambulance (or, where more than one ambulance was used in the transport, disembarked from the last ambulance used in that transport); and
 - (c) from that place of disembarkation/location of treatment, to the base ambulance station referred to in subclause (a).

Calculation of Transport Time for Helicopters (Inter-hospital)

9. The number of minutes for a **service by helicopter (other than a primary response service)** shall be calculated from the time the helicopter engine or engines are turned on, or, if the engines are already on, the time at which the helicopter is dispatched by an air ambulance controller, to the time the helicopter engine or engines are turned off at the helicopter’s operational base, or the time at which the helicopter is otherwise dispatched by an air ambulance controller or other authority.

Charging criteria

10. Where **two or more** persons are transported/treated concurrently by the same ambulance or ambulances, each person shall be charged a fee calculated in accordance with clauses 2 (but subject to clause 12), 3 (but subject to clause 13) or 6 as appropriate to the class of the transport used as defined under clause 1.
11. Clause 10 shall not apply when **two or more** persons are transferred concurrently by ambulance (or ambulances) between any public hospitals in New South Wales as part of an inter-hospital emergency service or an inter-hospital non-emergency service as defined under clause 1, but subject to the operation of clauses 14 and 15.
12. Residents of NSW shall be charged at a rate of 51% of the rate set under this order for a primary emergency service under clause 2, provided that such total fee shall not exceed \$5,584.
13. Residents of NSW shall be charged for primary non-emergency services in accordance with clause 3, provided that such total fee shall not exceed \$5,584.
14. Public hospitals in NSW shall be charged for inter-hospital emergency services in accordance with clause 4, provided that such total fee shall not exceed \$5,397 in relation to road ambulance and fixed wing ambulance transport.
15. Public hospitals in NSW shall be charged for inter-hospital non-emergency services in accordance with clause 5, provided that such total fee shall not exceed \$5,397.

HEALTH SERVICES ACT 1997

Order Amending the Scale of Fees
for Hospital and Other Health Services

PURSUANT to section 69 of the Health Services Act 1997, I, Dr Mary Foley, Director-General of the Ministry of Health, as the duly appointed delegate of the Minister for Health, do by this order hereby amend the currently applying Scale of Fees for hospital services and other health services to the extent and in the manner set forth in the Schedule below to take effect on and from 1 July 2013.

Dr MARY FOLEY,
Director-General

SCHEDULE

Delete in its entirety "Part 5 – NSW NEWBORN AND PAEDIATRIC EMERGENCY TRANSPORT SERVICES (NETS) CHARGES" and insert instead the following matter:
PART 5 – NSW NEWBORN AND PAEDIATRIC EMERGENCY TRANSPORT SERVICES (NETS) CHARGES

- 5.1 This Part sets out the charges for services provided by the unit of The Sydney Children's Hospitals Network known as NSW newborn and paediatric Emergency Transport Service (NETS). For the purposes of this Part 5 only the following terms are defined:
"primary emergency service" means the provision of NETS services by road, fixed wing aircraft or helicopter or a combination of these, from a private hospital to a public hospital or other destination nominated by NETS.

"primary non-emergency service" means a NETS road service that is booked no later than 6pm on the day prior to service delivery with the service to commence and be completed between the hours of 8am and 6pm on the nominated service delivery date, otherwise the primary emergency service charge will apply.

"inter-hospital emergency service" means the provision of NETS services by road, fixed wing aircraft or helicopter or a combination of these, from a public hospital to another public hospital.

"inter-hospital non-emergency service" means a NETS road service that is booked no later than 6pm on the day prior to service delivery with the service to commence and be completed between the hours of 8am and 6pm on the nominated service delivery date, otherwise the inter-hospital emergency service charge will apply.

Fees

- 5.2 The fee for a **primary emergency service** by road and/or fixed wing service and/or helicopter shall be charged on a kilometre basis calculated pursuant to paragraph 5.6, on the scale of \$668 callout charge, plus an additional charge of \$6.03 for each kilometre or part thereof.
- 5.3 The fee for a **primary non-emergency service** by road shall be charged on a kilometre basis calculated pursuant to paragraph 5.6, on the scale of \$268 callout charge, plus an additional charge of \$1.66 for each kilometre or part thereof.
- 5.4 The fee for an **inter-hospital emergency service** by NETS shall be charged as follows:
 - 5.4.1 road service – on a kilometre basis calculated pursuant to paragraph 5.6, on the scale of \$577 callout charge, plus an additional charge of \$5.75 for each kilometre or part thereof.
 - 5.4.2 fixed wing service – on a kilometre basis calculated pursuant to paragraph 5.6, on the scale of \$3,555 callout charge, plus an additional charge of \$1.66 for each kilometre or part thereof (road travel associated with fixed wing cases is charged at the rate of \$5.75 for each kilometre or part thereof).
 - 5.4.3 helicopter service – on a time basis calculated pursuant to paragraph 5.7 on the scale of \$6,102 charge for the first thirty (30) minutes or part thereof, with any further period charged at a rate of \$133.55 per six (6) minutes or part thereof.

Charges for road or fixed wing transport under this clause shall be paid by the hospital or health service sending the person being transported. However in the case of helicopter transport under this clause, the transport fee shall be apportioned equally between the hospital or health service sending the person being transported and the hospital or health service receiving that patient.

- 5.5 The fee for an **inter-hospital non-emergency service** by road shall be charged on a kilometre basis calculated pursuant to paragraph 5.6, on the scale of \$264 callout, plus an additional charge of \$1.63 for each kilometre or part thereof.

Calculation of Transport Kilometres

- 5.6 The total number of kilometres for the provision of NETS services shall be calculated by determining the total number of kilometres that are travelled by road or, in the case of transportation by fixed wing aircraft or helicopter that would have been travelled by road had no fixed wing aircraft or helicopter been available, in accordance with the distance:
- 5.6.1 from the NETS base nearest to the location where the patient was picked up or treated by the NETS service; and
 - 5.6.2 from that pick up location (where transport occurs), to the place where that patient disembarked from the NETS transport; and
 - 5.6.3 from that place of disembarkation (or where no transport occurs, from the treatment location), back to the NETS base referred to in subparagraph 5.6.1.

Calculation of Transport Time for Helicopters (Inter-hospital services only)

- 5.7 The number of minutes for a NETS service by helicopter (other than a primary response service) shall be calculated from the time the helicopter engine or engines are turned on, or, if the engines are already on, the time at which the helicopter is dispatched by an air ambulance controller, to the time the helicopter engine or engines are turned off at the helicopter's operational base, or the time at which the helicopter is otherwise dispatched by an air ambulance controller or other authority.

Charging Criteria

- 5.8 Where **two or more** patients are transported/treated concurrently by the same NETS service, each patient shall be charged a fee calculated in accordance with paragraph 5.2 (but subject to paragraph 5.10) and paragraph 5.3 (but subject to paragraph 5.11).
- 5.9 Paragraph 5.8 shall not apply when two or more patients are transferred concurrently by the same NETS service between any public hospitals in New South Wales, as part of an inter-hospital service, but subject to the operation of paragraphs 5.12 and 5.13.
- 5.10 Residents of NSW shall be charged at a rate of 51% of the rate for a primary emergency service under paragraph 5.2 of this order, provided that such total fee shall not exceed \$5,584.
- 5.11 Residents of NSW shall be charged for primary non-emergency services in accordance with paragraph 5.3, provided that such total fee shall not exceed \$5,584.
- 5.12 Public hospitals in NSW shall be charged for inter-hospital emergency services in accordance with paragraph 5.4 of this order, provided that such total fee shall not exceed \$5,397 in relation to road and fixed wing services transport.
- 5.13 Public hospitals in NSW shall be charged for inter-hospital non-emergency services in accordance with paragraph 5.5, provided that such total fee shall not exceed \$5,397.

HERITAGE ACT 1977

Notice of Listing on the State Heritage Register under Section 37(1)(b)

Montreal Community Theatre and Moveable Heritage Collection

44 Russell Street, Tumut

SHR No. 1909

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

Heritage Council of New South Wales

SCHEDULE "A"

The item known as the Montreal Community Theatre and Moveable Heritage Collection, situated on the land described in Schedule "B".

SCHEDULE "B"

All those pieces or parcels of land known as Lot 2, DP 828194 in Parish of Tumut, County of Wynyard, shown on the plan catalogued HC 2568 in the office of the Heritage Council of New South Wales.

NATIONAL PARKS AND WILDLIFE ACT 1974

Fladbury State Conservation Area Plan of Management

Single National Park Plan of Management

Watchimbark Nature Reserve Plan of Management

Goorooyarroo Nature Reserve Plan of Management

Keeverstone National Park and State Conservation Area Plan of Management

Wallabadah Nature Reserve Plan of Management

A plan of management for Fladbury State Conservation Area was adopted by the Minister for the Environment on the 19th December 2012. A plan of management for Single National Park was adopted by the Minister for the Environment on the 20th December 2012. A plan of management for Watchimbark Nature Reserve was adopted by the Minister for the Environment on the 27th February 2013. A plan of management for the Goorooyarroo Nature Reserve was also adopted by the Minister for the Environment on the 27th February 2013. A plan of management for Keeverstone National Park and State Conservation Area was adopted by the Minister for the Environment on the 11th March 2013. A plan of management for the Wallabadah Nature Reserve was adopted by the Minister for the Environment on the 12th March 2013. The plans are on the web site: www.environment.nsw.gov.au (use 'quicklinks' to 'park management plans').

PARENTS AND CITIZENS INCORPORATION ACT 1976

Notice of Incorporation of Parents and Citizens Associations (Parents and Citizens Incorporation Act 1976, Section 13(4))

THE following associations are hereby incorporated under the Parents and Citizens Associations Incorporation Act 1976.

1. Bodalla Public School.

2. Callaghan College.
3. Peak Hill Public School.

ADRIAN PICCOLI, M.P.,
Minister for Education

POISONS AND THERAPEUTIC GOODS ACT 1966

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

Withdrawal of Drug Authority

IN accordance with the provisions of Clause 175(1) of the Poisons and Therapeutic Goods Regulation 2008, an Order has been made on Mr Neville Soli CONTRACTOR (PHA0001391201), of 22 Burran Avenue, Mosman NSW 2088, prohibiting him, as a pharmacist, from supplying or having possession of, or manufacturing any preparation, admixture or extract of a drug of addiction as authorised by Clauses 101(1) and 102 of the Regulation.

This Order is to take effect on and from 17 June 2013.

Dr MARY FOLEY,
Director-General

Ministry of Health, New South Wales.
Sydney, 14 June 2013.

PROFESSIONAL STANDARDS ACT 1994

Notification pursuant to Section 32

NOTICE is given that the Attorney General has extended the period for which the Victorian Bar Inc. Professional Standards Scheme is in force to 30 June 2014, under section 32(2) of the Professional Standards Act 1994.

GREG SMITH, M.P.,
Attorney General

SPORTING INJURIES INSURANCE ACT 1978

Order of Declaration under Section 5

IN pursuance of section 5 of the Sporting Injuries Insurance Act 1978, I declare by this order the RANDWICK CITY FOOTBALL CLUB to be a sporting organisation, for the purposes of the provisions of the Act, in respect of the activity of Futsal.

Dated: 1 April 2013.

JULIE NEWMAN,
Chief Executive Officer

SPORTING INJURIES INSURANCE ACT 1978

Order of Declaration under Section 5

IN pursuance of section 5 of the Sporting Injuries Insurance Act 1978, I declare by this order the ST GEORGE & SUTHERLAND SHIRE TABLE TENNIS ASSOCIATION to be a sporting organisation, for the purposes of the provisions of the Act, in respect of the activity of Table Tennis.

Dated: 18 March 2013.

JULIE NEWMAN,
Chief Executive Officer

SPORTING INJURIES INSURANCE ACT 1978

Order of Declaration under Section 5

IN pursuance of section 5 of the Sporting Injuries Insurance Act 1978, I declare by this order the CROOKWELL SOCCER CLUB to be a sporting organisation, for the purposes of the provisions of the Act, in respect of the activity of Soccer (Football).

Dated: 6 April 2013.

JULIE NEWMAN,
Chief Executive Officer

SPORTING INJURIES INSURANCE ACT 1978

Order of Declaration under Section 5

IN pursuance of section 5 of the Sporting Injuries Insurance Act, 1978, I declare by this order the GUYRA NEIGHBOURHOOD CENTRE INC (t/a The Hub at Guyra), to be a sporting organisation, for the purposes of the provisions of the Act, in respect of the activity of Athletics (Track and Field), Soccer (Football), Swimming and Netball.

Dated: 15 May 2013.

JULIE NEWMAN,
Chief Executive Officer

TOTALIZATOR ACT 1997

Rules for the Conduct of an On-course Totalizator

PURSUANT to Part 4 of the Totalizator Act 1997, the Minister for Tourism, Major Events, Hospitality and Racing, Minister for the Arts, has approved of the following "Totalizator Rules" and "Golden Domestic Totalizator Rules" as the rules of racing clubs who are the holders of a licence issued under section 15 of the Act for and with respect to the conduct of an on-course totalizator commencing on and from 23 June 2013.

TOTALIZATOR RULES

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1. PRELIMINARY

1.1 Application

1.1.1 Unless otherwise provided, these rules:

- (a) apply in respect of any totalizator conducted by TAB for betting on any racing or sports event or contingency in accordance with sections 14 or 15 of the Act; and
- (b) must, pursuant to section 58(2) of the Act, be complied with by any racing club in respect of any on-course totalizator conducted by it (whether as a domestic totalizator or where bets are received as agent for TAB) for betting on a racing event or contingency at a racecourse in accordance with section 15 of the Act.

1.1.2 These rules:

- (a) only apply to TAB in so far as they relate to a totalizator conducted by TAB; and
- (b) do not apply to TAB to the extent the Minister approves, either under the Act or under the terms of TAB's off-course totalizator licence, that the rules of another entity conducting totalizator betting outside of New South Wales will apply.

1.1.3 Unless the context otherwise requires or, except to the extent the racing club's own rules made by the Minister under the Act specifically exclude these rules then references in these rules:

- (a) to TAB include a reference to a racing club conducting an on-course totalizator;
- (b) to the rights, powers, actions, determinations or obligations of TAB includes a reference to the rights, powers, actions, determinations or obligations of a racing club conducting an on-course totalizator; and
- (c) to an operator in a TAB outlet includes a reference to an operator at a racing club conducting a domestic totalizator.

1.1.4 Transactions conducted at or through a TAB outlet (including via a betting account) are subject where appropriate to the rules of racing, including the provisions in respect to the entry, acceptance, bracketing, withdrawal, or disqualification of persons, animals or teams or objects, to the running of races, the conduct of race meetings, to the powers of the stewards (including but not limited to the powers of stewards to request the disclosure of personal information pertaining to accounts or transactions) or any other tribunal, and to the procedures governing the operation of the totalizators.

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- 1.1.5 If the stewards request the disclosure of personal information pertaining to accounts or transactions, the investor shall be deemed for the purposes of the Act to have consented to the TAB providing such personal information to the stewards.

1.2 Commencement

These rules commence on 15 August 2005 (as amended from time to time by notice in the Government Gazette).

1.3 Agreement to rules

Every person who makes a bet with TAB, or racing club conducting an on-course totalizator, is deemed to be acquainted with and agrees to be bound by these rules and the Act.

1.4 Powers of TAB and determination of matters

- 1.4.1 If in relation to a race or sports betting event, any circumstance should arise or event happen that is not provided for by these rules or the Act, the matter is to be dealt with in the manner as TAB, (or in the case of a domestic totalizator the committee or the stewards) may determine.

- 1.4.2 Subject to these rules, all decisions made by TAB concerning any race or sports betting event, including the declaration and payment of dividends and the interpretation of these rules, will be final and binding on all persons who make a bet on a totalizator and on every person making a claim under or in respect of these rules.

- 1.4.3 Subject to these rules, the decision of TAB on:

- (a) any question or dispute as to the amount of dividend or refund payable in respect of any bet; or
- (b) any question as to the genuineness of any betting ticket or any forgery, alteration of, or tampering with a betting ticket;

will be final and conclusive. A person may seek the advice or opinion of the NSW Office of Liquor, Gaming and Racing on any question or dispute decided upon by TAB under this rule.

- 1.4.4 A decision made under this clause by the committee of a racing club conducting a domestic totalizator (or by the stewards overseeing the relevant race meeting) into which bets are paid by another racing club is binding on the committee of that other racing club and the stewards overseeing its meeting.

1.5 Definitions

In these rules:

“**aggregate amount**” see clause 3.6.5;

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“all-up bet” means:

- (a) a parlay bet with a formula number that is equal to the number of races within that parlay bet; or
- (b) a bet:
 - (i) made on the chance of winning a series of bets made on a series of win and place totalizators or other totalizators as determined by TAB;
 - (ii) in which the amount of the bet in respect of the second or any subsequent totalizator is the amount of the dividend or refund (if any) on the previous totalizator;

“backed” means a bet has been made on the contestant, finisher or combination as the case may be;

“bad sale” means a bet not paid for after close of betting;

“betting account” see clause 2.9;

“betting ticket” or **“ticket”** see clause 2.6.2 to 2.7;

“betting voucher” see clause 2.10;

“BIG6” means a combination of 6 races declared to be a BIG6 by an order under clause 13.1.

“BIG6 totalizator” means a totalizator for persons to bet on a BIG6 with a view to successfully predicting the contestants that will be placed first in the 6 races of the BIG6.

“cash bet” means a bet made, whether by means of cash, betting voucher or electronic funds transfer, by a person who attends at a TAB outlet or at a NSW racecourse where a domestic totalizator is conducted by a racing club;

“close of betting” means:

- (a) in relation to a race:
 - (i) the start of the race (being, in the case of a greyhound race, the start of the lure); or
 - (ii) such other time as TAB may direct in relation to a particular race or class of races or in relation to any particular circumstance or class of circumstances; and
- (b) in relation to a sports betting event:
 - (i) the start of the event; or
 - (ii) such other time as TAB may direct in relation to a particular event or class of events or in relation to any particular circumstance or class of circumstances;

“code” means Thoroughbred or Harness or Greyhound racing.

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“code exclusive” means a BIG6 with races scheduled on one code only.

“Commission” means the amount the licensee may deduct, or cause to be deducted, as commission out of the total amount invested in each totalizator conducted by the licensee on one or more events or contingencies, and is an amount not exceeding the amount prescribed in the table at clause 17 of these Rules and in accordance with Part 6 of the Act, in respect of a totalizator of that class and description.

“committee” means in relation to a race meeting, the committee of the racing club holding the race meeting;

“contestant” means in relation to a race, a horse or greyhound entered for the race at the opening of betting on the race, but does not include a horse or greyhound that is subsequently scratched from the race;

“contestant number” means the number allocated by TAB, or a racing club conducting a domestic totalizator, to a contestant in respect of a race and displayed on a notice at the TAB outlet or racecourse (as the case may be);

“cross-code” means events involving more than one code.

“declaration of correct weight” includes:

- (a) the all clear signal in respect of a harness racing race; and
- (b) the payout signal in respect of a greyhound race;

“device bet” means a bet where the details of the bet are instructed by way of a device or electronic data transfer means including by:

- (a) use of a telephone and interactive voice recognition or by a telephone keypad; or
- (b) use of a computer and the Internet; or by any other technology means approved by TAB from time to time;

“distribution of investments” means the distribution of money invested in totalizators conducted by the TAB in respect of race meetings and sports betting events.

“dividend pool” means the total moneys paid into the totalizator on any race or sports betting event:

- (a) less any money to be refunded to investors pursuant to these rules;
- (b) subject to conditions related to notification to the OLGR and electronic lodgement agreed in writing between TAB and OLGR, less any money refunded to a participating jurisdiction, as a result of any communication or technical failure, which TAB may choose to either:
 - (i) exclude monies received from the guest on Trifecta, Quaddie, First4, and Big6 at its sole discretion; and,

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- (ii) retain monies received from the guest on bet types Win, Place, Quinella, Doubles, Duet, and Exacta up until the last complete progress or final transmission received from the guest.

(c) less Commission deducted; and

(d) after making any other adjustment required by the Act, or these rules;

“domestic totalizator” means an on-course totalizator which is conducted at a New South Wales racecourse by a racing club on an event where TAB does not conduct a totalizator in respect of the same event;

“double” means a combination of 2 races declared to be a double by an order under clause 10.1;

“double type” includes, in relation to a double, a running double, daily double and any other double declared by TAB or a racing club conducting a domestic totalizator;

“doubles totalizator” means a totalizator for persons to bet on a double with a view to successfully predicting the contestants that will be placed first in the first and second legs of the double;

“duet race” means a race on which a duet totalizator is conducted;

“duet totalizator” means a totalizator for persons to bet on a race with a view to successfully predicting, regardless of order, any two of the contestants that will place first, second and third in the race;

“exacta race” means a race on which an exacta totalizator is conducted;

“exacta totalizator” means a totalizator for persons to bet on a race with a view to successfully predicting, in the correct order, the contestants that will place first and second in the race;

“event” includes a contingency;

“flexi bet” means a bet on a type of totalizator as set out in clause 2.5 where the amount of the investment on each combination covered by the bet is not equal to a unit of investment or a whole number multiple of the unit of investment;

“finisher” means in relation to a race, a starter that completes the race, but excludes a starter that is disqualified or declared a non-starter before the declaration of correct weight for the race;

“first 4 race” means a race declared to be a first 4 race by an order under clause 9;

“first 4 totalizator” means a totalizator for persons to bet on a first 4 race with a view to successfully predicting, in the correct order, contestants that will place first, second, third and fourth in the race;

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“formula number” means the number of races within the parlay bet that must result in a dividend or refund in order for the parlay bet to be successful;

“investor” means a person who pays for and makes a bet which is accepted by TAB, or a racing club conducting an on-course totalizator;

“investment pool” means the total moneys paid into a trifecta, first 4, quaddie or BIG6 totalizator less any money to be refunded to investors pursuant to these rules;

“jackpot allocation table” means the following table;

Meeting Class	Definition
NSW Metropolitan Race	A horse race held in New South Wales and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Royal Randwick; Rosehill Gardens; Warwick Farm; or Canterbury Park.
NSW/ACT Non-Metropolitan Race	A horse race held in New South Wales or Australian Capital Territory that is not defined in this table as a NSW Metropolitan Race.
VIC Metropolitan Race	A horse race held in Victoria and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Flemington; Caulfield; Sandown; or Moonee Valley.
VIC Non-Metropolitan Race	A horse race held in Victoria that is not defined in this table as a VIC Metropolitan Race.
TAS Metropolitan Race	A horse race held in Tasmania and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Hobart; or Launceston.
TAS Non-Metropolitan Race	A horse race held in Tasmania that is not defined in this table as a TAS Metropolitan Race.
QLD Metropolitan Race	A horse race held in Queensland and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Eagle Farm; or Doomben.

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Meeting Class	Definition
QLD/NT Non-Metropolitan Race	A horse race held in Queensland or Northern Territory that is not defined in this table as a QLD Metropolitan Race.
SA Metropolitan Race	A horse race held in South Australia and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Morphettville; Cheltenham; or Victoria Park.
SA Non-Metropolitan Race	A horse race held in South Australia that is not defined in this table as a SA Metropolitan Race.
WA Metropolitan Race	A horse race held in Western Australia and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Ascot; or Belmont.
WA Non-Metropolitan Race	A horse race held in Western Australia that is not defined in this table as a WA Metropolitan Race.
International Race	A horse race held outside Australia.
NSW/ACT Harness race	A harness race held in New South Wales or Australian Capital Territory.
VIC harness race	A harness race held in Victoria.
TAS harness race	A harness race held in Tasmania.
QLD/NT harness race	A harness race held in Queensland or Northern Territory.
SA harness race	A harness race held in South Australia.
WA harness race	A harness race held in Western Australia.
International harness race	A harness race held outside Australia.
NSW/ACT greyhound race	A greyhound race held in New South Wales or Australian Capital Territory.
VIC greyhound race	A greyhound race held in Victoria.
TAS greyhound race	A greyhound race held in Tasmania.
QLD/NT greyhound race	A greyhound race held in Queensland or Northern Territory.
SA greyhound race	A greyhound race held in South Australia.
WA greyhound	A greyhound race held in Western Australia.

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Meeting Class	Definition
race	
International greyhound race	A greyhound race held outside Australia.

but excludes any jackpot allocation for First 4, quaddie and code exclusive BIG6 jackpots carried over from previous meetings, which TAB can exercise its discretion to allocate to any meeting class within the same code on any subsequent day but TAB must allocate any specific jackpot within a period of 2 calendar months. Any cross code BIG6 jackpots will transfer to any meeting class at TAB discretion on the code that corresponded to the first scheduled leg of that BIG6. These jackpot pools will be allocated within a period of 2 calendar months.

“late scratching” in relation to a race means a contestant declared a scratching after the deadline for scratchings prescribed by the controlling body or racing club responsible for the conduct of the relevant race meeting;

“major dividend” means subject to clause 13.3.2 that dividend of the BIG6 relative to a combination containing winning selections in 6 events.

“manager” of a TAB outlet means:

if the TAB outlet forms part of licensed premises, the licensee of the premises within the meaning of the Liquor Act 1982; or

if the TAB outlet forms part of registered club premises, the secretary of the club within the meaning of the Registered Clubs Act 1976; or

in any other case, the person for the time being having the control or management of the TAB outlet;

“minimum dividend” means a minimum dividend in respect of a unit of investment bet on an event. The minimum dividend provisions are set out in Appendix 1 (Determination of Dividend — Minimum & Fractions) to these rules and may be amended by TAB from time to time;

“on-course totalizator” means an on-course totalizator conducted by a New South Wales racing club in accordance with section 15 of the Act in respect of betting on an event or contingency scheduled to be held at a race meeting on any racecourse whether in or outside Australia and includes a domestic totalizator;

“operator serviced terminal” means a totalizator selling device in a TAB outlet where the terminal is operated by a TAB operator on behalf of the person making the bet but excludes any selling device operating in self service mode;

“parlay bet” means a bet in respect of which any resultant dividend or refund shall be reinvested in a subsequent totalizator or totalizators at the same meeting in accordance with the investor’s instructions given at the time of investment;

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“parlay betting record” means a parlay betting record established under clause 14;

“parlay re-investment” means the amount of dividend or refund (if any) reinvested on the second or any subsequent totalizator within a parlay bet;

“participating jurisdiction” as declared by the Minister for Gaming and Racing to be a participating jurisdiction under section 71 of the Totalizator Act 1997;

“personal information” has the same meaning as in Section 6 of the Privacy Act 1988 (C'th);

“pool guarantee” means an amount to which TAB agrees to underwrite a dividend pool; at selected times at the sole discretion of TAB in accordance with clause 4.5.

“pool guarantee shortfall” means an amount (if any) TAB must contribute to a dividend pool to satisfy the difference between the dividend pool and the pool guarantee, in accordance with clause 4.5.

“quaddie” means 4 races at the same race meeting that are declared to be a quaddie by an order under clause 11.1, and may also be referred to as quadrella.

“quaddie totalizator” means a totalizator for persons to bet on a quaddie with a view to successfully predicting the contestants that will be placed first in the 4 races of the quaddie.

“quinella race” means a race on which a quinella totalizator is conducted;

“quinella totalizator” means a totalizator for persons to bet on a race with a view to successfully predicting, regardless of order, the contestants that will place first and second in the race;

“racing club” has the same meaning as in the Act;

“rules” means the rules for the conduct of totalizators as set out in this document and the appendices and as amended from time to time;

“rules of racing” means the rules of racing and rules of betting of the racing industry controlling bodies, as the case requires;

“seeded jackpots” means additional funds in certain jackpot pools, at selected times at the sole discretion of TAB in accordance with clause 4.6;

“self service terminal” means a totalizator selling device operated by the person making the bet at a TAB outlet without the assistance of a TAB operator;

“sporting event rules” means the rules constituted by the controlling body or committee under whose authority the sports betting event is decided;

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“sports betting event” means a competition or event between two or more contestants declared to be a sports betting event in accordance with section 14(1)(b) of the Act;

“starter” means a contestant who has started or been given the opportunity to start in a horse or greyhound race;

“stewards” means in relation to a race meeting:

- (a) the stewards appointed by:
 - (i) the racing club holding the race meeting; or
 - (ii) the district racing association; or
 - (iii) the Racing New South Wales; or
 - (iv) Harness Racing New South Wales; or
 - (v) Greyhound Racing New South Wales; or
- (b) the committee of the racing club holding the race meeting; or
- (c) in the case of a greyhound race meeting such member, officer or employee of the Greyhound Racing New South Wales as is authorised by that statutory authority to act in the place of a steward at the race meeting;

“succeeding BIG6” means, in relation to a BIG6 (“initial BIG6”) the next BIG6 at a meeting selected by TAB and within the same code or, in the case of a cross code BIG6, to the code that corresponds to the first race of the BIG6’.

“succeeding double” means, in relation to a double (“initial double”):

- (a) the next double of the same double type (if any) conducted on the same day and at the same race meeting as the initial double; or if there is none,
- (b) the next double of the same double type at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“succeeding duet race” means, in relation to a duet race (“initial duet race”):

- (a) the next duet race (if any) conducted on the same day and at the same race meeting as the initial duet race; or if there is none,
- (b) the next duet race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“succeeding exacta race” means, in relation to an exacta race (“initial exacta race”):

- (a) the next exacta race (if any) conducted on the same day and at the same race meeting as the initial exacta race; or if there is none,

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- (b) the next exacta race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“succeeding first 4 race” means, in relation to a first 4 race (“initial first 4 race”):

- (a) the next first 4 race (if any) conducted on the same day and at the same race meeting as the initial first 4 race; or if there is none,
- (b) the next first 4 race at a meeting selected by the TAB and across any state or territory and within the same code;

“succeeding quaddie” means, in relation to a quaddie (“initial quaddie”) the next quaddie at a meeting selected by the TAB and across any state or territory and within the same code.

“succeeding quinella race” means, in relation to a quinella race (“initial quinella race”):

- (a) the next quinella race (if any) conducted on the same day and at the same race meeting as the initial quinella race; or if there is none,
- (b) the next quinella race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“succeeding trifecta race” means, in relation to a trifecta race (“initial trifecta race”):

- (a) the next trifecta race (if any) conducted on the same day and at the same race meeting as the initial trifecta race; or if there is none,
- (b) the next trifecta race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“supplementary dividend” means subject to clause 13.3.2, that dividend of the BIG6 relative to a combination containing winning selections in the first 5 scheduled events of a BIG6 and a losing selection in the remaining event of the BIG6 and excludes any investments entitled to a major dividend;

“TAB” means TAB Limited constituted by the Totalizator Agency Board Privatisation Act 1997;

“TAB outlet” means an office, branch or agency of TAB at which bets in connection with a totalizator are received from the public. Where the context permits, an agency of TAB includes a New South Wales racecourse where bets in connection with an on-course totalizator are received by the racing club as agent for TAB pursuant to section 17(3) of the Act (as the racing club and TAB are conducting a totalizator in respect of the same event or contingency);

“telephone bet” means a bet where the details of the bet are instructed by telephone to an operator at an approved TAB outlet;

“the Act” means the Totalizator Act 1997;

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“trifecta race” means a race on which a trifecta totalizator is conducted;

“trifecta totalizator” means a totalizator for persons to bet on a trifecta race with a view to successfully predicting, in the correct order, the contestants that will place first, second and third in the race;

“unit of investment” means the minimum amount that can be invested on a particular totalizator as set out in clause 2.4;

“USA racing event” - see clause 15.1.1;

“walkover” means a race comprising only one starter which is subsequently declared the first placed finisher in the race;

“win and place totalizator” means totalizators for persons to bet on a race with a view to successfully predicting:

- (a) the contestant that will place first in the race; or
- (b) a contestant that will place first, second or third in a 3 dividend race; or
- (c) a contestant that will place first or second in a 2 dividend race.

1.6 Interpretation

In these rules unless the contrary intention appears:

- 1.6.1 a reference to these rules includes any variation or replacement of them;
- 1.6.2 a reference to a statute or other law includes regulations and other instruments under it and any consolidations, amendments, reenactments or replacements of it;
- 1.6.3 the singular includes the plural number and vice versa;
- 1.6.4 a reference to a gender includes a reference to each gender;
- 1.6.5 the word “person” includes a firm, corporation, body corporate, unincorporated association or a governmental authority;
- 1.6.6 a reference to a person includes a reference to the person’s legal personal representatives, successors, liquidators, trustees in bankruptcy and the like, and permitted assigns;
- 1.6.7 “includes” means includes but without limitation;
- 1.6.8 where a word or phrase is given a defined meaning in these rules, any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
- 1.6.9 a reference to an act includes an omission and a reference to doing an act includes executing a document; and

- 1.6.10 a heading is for reference only. It does not affect the meaning or interpretation of these rules.

2. INVESTMENTS

2.1 How to make a bet

A person may make a bet with TAB, or with a racing club conducting an on-course totalizator, in one of the following ways:

- 2.1.1 by using a provided entry form to supply to TAB, or the racing club, with details of the bet the person wishes to make; or
- 2.1.2 by asking TAB, or the racing club, to enter details of the bet into the TAB or racing club computer system; or
- 2.1.3 by a telephone bet; or
- 2.1.4 by a device bet; or
- 2.1.5 by using any other method approved by TAB.

2.2 Acceptance and payment for bets

A bet will be accepted by TAB, or by a racing club conducting an on-course totalizator, if the bet is made in accordance with these rules and payment is made in one of the following ways:

- 2.2.1 by the deposit of the amount of the bet in cash (including by electronic transfer) or by use of a betting voucher; or
- 2.2.2 by debit against funds held in the betting account of the person making the bet; or
- 2.2.3 by any other method approved by TAB.

2.3 Bets accepted after start of race or sports betting event

If for any reason including a system malfunction or human error, betting is not closed at the actual start of a race or sports betting event, any bet sold or accepted after the actual start of a race or sports betting event shall be void and the investor will only be entitled to a refund of the bet amount.

2.4 Amount of bets and minimum bet

Except in the case of flexi bets:

- 2.4.1 the minimum amount that may be invested on a totalizator in a bet is the relevant single unit of investment as set out for that totalizator type in the table in clause 2.4.2 or such other amount as TAB may determine from time to time; and
- 2.4.2 any greater amounts invested on a totalizator must be a multiple of the relevant single unit of investment for that totalizator type:

Totalizator type	Unit of investment	Investment multiples
Racing	\$0.50	\$0.50
FootyTAB - AFL		
Double	\$0.50	\$0.50
Xtra Double	\$0.50	\$0.50
Half/Full Double	\$0.50	\$0.50
Half/Full Xtra Double	\$0.50	\$0.50
Quad	\$0.50	\$0.50
Quarter Quad	\$0.50	\$0.50
Win	\$0.50	\$1.00
Pick The Margins	\$0.50	\$1 .00
Pick the Score	\$0.50	\$1 .00
Pick the Winners	\$0.50	\$1 .00
Tip7	\$0.50	\$5.00
-Tip8	\$0.50	\$5.00
Sports Betting Events other than FootyTab - AFL	\$0.50	\$1 .00

2.5 Flexi bets

2.5.1 In the case of a flexi bet, the minimum amount that may be invested on a totalizator in a single bet is the greater of:

- (a) 1 cent for each combination covered by the bet; or
- (b) \$5.00 or such other amount as TAB may determine from time to time.

2.5.2 Flexi bets are available on a quinella totalizator, exacta totalizator, duet totalizator, doubles totalizator, trifecta totalizator, first 4 totalizator, quaddie totalizator, BIG6 totalizator, FootyTAB Pick The Margins totalizator or any other totalizator as otherwise determined by TAB or the racing club conducting a domestic totalizator.

2.5.3 The amount invested on each combination covered by a flexi bet is determined by dividing the total amount of the flexi bet by the number of combinations covered by the flexi bet (with any fractions rounded down to the nearest ten-thousandth of a cent (ie. rounded down to four decimal places)).

- 2.5.4 Any amount resulting from rounding down the amount covered by a combination covered by a flexi bet to the nearest ten-thousandth of a cent forms part of the investment pool of the relevant totalizator upon which the flexi bet is made.

2.6 Cash bets

2.6.1 Method of making cash bets

- (a) A person who makes a cash bet must give details in the form as TAB (or the racing club conducting a domestic totalizator) may determine from time to time. This detail may include:
- (i) the race meeting at which the race or races to which the bet relates will take place;
 - (ii) the number or numbers of the race or races to which the bet relates;
 - (iii) the contestant number or contestant numbers to which the bet relates;
 - (iv) the sports betting event to which the bet relates and the winning teams or final score;
 - (v) the amount of the bet;
 - (vi) the type of the bet; and
 - (vii) any additional information in relation to the bet as may be required by an operator whose function it is to accept the bet at the TAB outlet or at the racecourse on behalf of the racing club, so as to identify the particular bet being made.
- (b) If in the opinion of the manager of the TAB outlet the person making the cash bet speaks in an insulting, indecent or threatening manner, or conveys any false or misleading information or incomplete or unclear instructions, or the person is intoxicated, or indecent, violent or quarrelsome in their conduct as determined by the manager, the manager may direct:
- (i) that a cash bet not be accepted;
 - (ii) that a cash bet (if accepted) be cancelled and the amount of the bet be refunded; and/or
 - (iii) that the person be removed from the TAB outlet for the period determined by the manager (not extending beyond one day).

2.6.2 Betting tickets to be issued for cash bets

- (a) If a person makes a cash bet, then the TAB outlet or the racing club conducting the domestic totalizator (as the case may be) must, while the person is at the place where the bet is made in connection with the totalizator, issue a ticket to the person who made the cash bet ("betting ticket").
- (b) The betting ticket will show complete details of the bet in the form TAB, or the racing club, may determine from time to time.
- (c) The betting ticket acknowledges receipt by TAB, or the racing club, of the bet in relation to which the betting ticket is issued.
- (d) The betting ticket may be cancelled if the amount of the bet is not paid for immediately after the betting ticket is issued.

2.6.3 Records of cash bets

- (a) Notwithstanding any other provision of these rules (including the issue of a betting ticket), a cash bet is not taken to have been accepted at a TAB outlet, or the racing club conducting the domestic totalizator, unless a record of the bet has been entered into TAB's system in the manner as TAB may determine from time to time.
- (b) TAB is not liable to any person for any losses, damages, expenses or claims suffered or incurred by, or as a result of:
 - (i) any delay, failure, malfunction or breakdown in any part of the TAB system (whether mechanical or human) which prevented a cash bet from being made by entry onto the TAB system; or
 - (ii) a malfunction with a betting ticket printer where the cash bet was made and recorded into TAB's system and the betting ticket was not printed or was printed incorrectly.

2.6.4 Details on betting tickets

- (a) Subject to clause 2.6.5, the details recorded on a betting ticket issued by TAB, or the racing club conducting an on-course totalizator, are taken to be the details of the bet for which the betting ticket is issued, even if those details differ in any respect from the details given by the person making the bet.
- (b) It is the responsibility of the person making the bet to make sure details on the betting ticket are in accordance with the bet details requested by the person.

2.6.5 Cancellation for errors on betting tickets

- (a) A person who is issued with a betting ticket that the person claims is incorrect because it does not correctly reflect the details given by the person when the bet was made is only entitled:
- (i) to have the ticket cancelled and a new ticket reissued at the TAB outlet or racing club conducting the domestic totalizator of issue, in accordance with the details given; or
 - (ii) to have the ticket cancelled and the amount of the bet refunded by the TAB outlet or the racing club conducting the domestic totalizator of issue; where:
 - (iii) the operator at the TAB outlet or racing club conducting the domestic totalizator who issued the ticket is satisfied that it is incorrect on the grounds so claimed; and
 - (iv) the person surrenders the ticket to the operator; and
 - (v) the claim to have the ticket cancelled and reissued or cancelled and the bet refunded is made within the time periods set out in clause 2.6.5(b); and
 - (vi) the bet was sold through an operator serviced terminal.
- (b) The claim to the entitlement under clause 2.6.5 may only be exercised by the person making the bet:
- (i) at any time up until the actual start of the previous race on the meeting to which the bet relates; or
 - (ii) if the bet relates to the first race of a meeting, at any time up until 30 minutes prior to the advertised start of the race; or
 - (iii) when only selected events on a race meeting are covered, at any time up until 30 minutes prior to the advertised start of the race; or
 - (iv) when the previous race is abandoned, at any time up until the advertised start time of the previous race; or
 - (v) when a race is run out of order, at any time up until 30 minutes prior to the advertised start of the race; or

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- (vi) if a doubles bet, at any time up until the start of the race prior to the first leg of the double or if the double involves the first race of the meeting covered by TAB, at any time up until 30 minutes prior to the advertised start of the race; or
 - (vii) if a quaddie bet, at any time up until the start of the race prior to the first race of the quaddie or if the quaddie involves the first race of the meeting covered by TAB, at any time up until 30 minutes prior to the advertised start of the race; or
 - (viii) if a BIG6 bet, at any time up until the start of the race prior to the first race of the BIG6 or if the BIG6 involves the first race of the meeting covered by TAB, at any time up until 30 minutes prior to the advertised start of the race; or
 - (ix) for a bet sold on a sports betting event, at any time up until 30 minutes prior to the advertised close of betting on the totalizator; or
 - (x) if the bet was sold after the time periods in paragraphs (i) to (ix) at any time within 2 minutes after the betting ticket is issued and before the close of betting for the race or sports betting event or after that time at any time during a period of grace for cancelling a bad sale as determined by the TAB from time to time. During high volume betting periods such as racing carnivals, TAB, with the approval of the regulator, may extend the 2 minute cancellation period specified above to allow cancellations for a longer period after the betting ticket is issued; or
 - (xi) at any other lesser time determined by TAB.
- (c) A betting ticket that is reissued under this clause 2.6.5 is taken, for the purposes of clause 2.6.4, to be the betting ticket for the bet for which the original betting ticket was issued.

2.7 Telephone bets

2.7.1 Method of making telephone bets

- (a) A telephone bet may only be made to a telephone number at a TAB outlet (which has been approved by TAB for the purpose of receiving telephone bets) in which the person making the bet clearly states:
 - (i) the number of the betting account against which the bet is to be debited and (if required by the TAB operator accepting the bet) the PIN allocated to that account; and

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- (ii) the details specified in clause 2.6.1 in respect of the bet.
 - (b) If in the opinion of the manager of the TAB outlet the person making the telephone bet speaks in an insulting, indecent or threatening manner, or conveys any false or misleading information or incomplete or unclear instructions, as determined by the manager, the manager may direct:
 - (i) that a telephone bet not be accepted; or
 - (ii) that a telephone bet (if accepted) be cancelled and the amount of the bet be refunded; or
 - (iii) that a person's betting account be closed and any money standing to the credit of the account be refunded to the person.

2.7.2 Records of telephone bets

- (a) An operator at a TAB outlet who proposes to accept a telephone bet:
 - (i) must make a record by entry of the bet onto TAB's system, in the manner as TAB may determine from time to time, of the details as are necessary to identify the person making the bet and to describe the particular bet made; and
 - (ii) must repeat the details of the bet to the person to enable the person to correct any errors in the details. If the person does not make any corrections or the person indicates that he or she does not wish to have them repeated, the person is taken to have confirmed as correct the bet details in the record of TAB.
- (b) A telephone bet is taken not to have been accepted at a TAB outlet unless a record of the bet has been made in accordance with this clause.
- (c) The details of a telephone bet recorded in accordance with this clause are taken to be the details of the bet, even if those details differ in any respect from the details given by the person making the bet.
- (d) A record of each telephone bet made to a TAB outlet must be sent to TAB.
- (e) In addition to the other requirements of this clause, the manager of a TAB outlet must ensure that all telephone bets are tape recorded and the tape recording sent to TAB.

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

2.7.3 Cancellation of telephone bets

If, before the close of betting and during the course of the same telephone call and before the making of any further bets, the person claims that the details of the telephone bet are not as specified by the person, the operator of the TAB outlet accepting the bet:

- (a) must correct the record of the bet on TAB's system in accordance with the claim; or
- (b) if it is not practicable for that to be done before the close of betting, must reject and cancel the bet and refund the amount of the bet to the betting account.

2.7.4 Telephone system delays and failures

TAB is not liable to any person for any losses, damages, expenses or claims suffered or incurred by, or as a result of any delay, failure, malfunction or breakdown in any part of the telephone system (whether mechanical or human) which enables a telephone bet to be made.

2.8 Device bets

2.8.1 Method of making device bets

- (a) A device bet may only be made to a TAB outlet (approved by TAB for the purpose of receiving device bets) in which the person making the bet clearly gives an instruction to TAB's system of:
 - (i) the number of the betting account against which the bet is to be debited and the PIN and/or password allocated to that account; and
 - (ii) the details specified in clause 2.6.1 in respect of the bet.
- (b) If in the opinion of the manager of a TAB outlet the person's instructions are incomplete or unclear, the manager may direct:
 - (i) the device bet not be accepted; or
 - (ii) that a device bet (if accepted) be cancelled and the amount of the bet refunded.
- (c) If a person has been refused access to the means of making a device bet to TAB fixed odds betting, then TAB may refuse to accept a device bet from that person for a totalizator under these rules.

- (d) A device bet may be accepted at a TAB outlet even if any other bet to which the communication relates is not accepted.

2.8.2 Records of device bets

- (a) The TAB outlet that proposes to accept a device bet must make a record by entry of the bet onto TAB's system, in the manner as TAB may determine from time to time, of the details as are necessary to identify the person making the bet and to describe the particular bet made.
- (b) A device bet is taken not to have been accepted at a TAB outlet unless a record of the bet has been made in accordance with this clause.
- (c) The details of a device bet recorded in accordance with this clause are taken to be the details of the bet, even if those details differ in any respect from the details given by the person making the bet.
- (d) A record of each device bet made to a TAB outlet must be sent to TAB.

2.8.3 Cancellation of device bets

A device bet may not be cancelled after acceptance of the bet by the TAB outlet.

2.8.4 Telephone and computer system delays and failures

TAB is not liable to any person for any losses, damages, expenses or claims suffered or incurred by, or as a result of any delay, failure, malfunction or breakdown in any part of the telephone or computer system (whether mechanical or human) which enables a device bet to be made.

2.9 Betting accounts

2.9.1 Bets against funds in betting accounts

A person may only make a telephone or device bet against funds in a betting account, established by the person making the bet. The bet will not be accepted if the amount of the bet is greater than the amount of the cleared funds in the account.

2.9.2 Establishment of betting account

- (a) A person may apply to TAB, or a racing club conducting an on-course totalizator, for the establishment of an account ("a betting account").

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- (b) An application:
 - (i) must specify the information, and be completed in the form and manner, as TAB, or racing club, may require; and
 - (ii) may be accompanied by:
 - A: a minimum deposit as determined by TAB from time to time which is to be credited to the account; or
 - B: by a guarantee for not less than the approved minimum amount from a financial institution or other security acceptable to TAB, or the racing club, and which security is in accordance with arrangements approved by the Minister under the Act.
- (c) If required by TAB, any deposit to a betting account made by way of cheque or otherwise will not be credited to the account until TAB, or the racing club, is satisfied that the deposit is cleared funds.
- (d) A person who establishes a betting account will be notified by TAB, or the racing club of the betting account number.
- (e) TAB, or the racing club, who receives a deposit for payment into a betting account must issue a receipt for the deposit to the person who made the deposit.

2.9.3 Instructions in relation to betting accounts

- (a) A person who has established a betting account may give instructions in the manner as TAB, or the racing club, may approve (including by telephone or by a device), relating to the application or disposal of any amount standing to the credit of the account.
- (b) TAB, or the racing club, must comply with any reasonable instruction given to it by a person under this clause.

2.9.4 Payment of TAB betting account guarantees

- (a) Subject to any other arrangements that may be agreed between TAB and the person establishing the betting account in relation to the enforcement of any security, if TAB sends a statement relating to a betting account to the last known address of the person who has lodged a guarantee from a financial institution with TAB in respect of the account, the person must within 14 days of the date of the statement pay to TAB any money due to TAB by the person from the operation of the account.

- (b) TAB may take action in terms of recovery under the guarantee from the financial institution as is necessary to recover any money that remains due after the expiration of the 14 day period.

2.9.5 Non-operation of TAB betting accounts and account fees

- (a) TAB may close any betting account that is not transacted on for a period exceeding 3 months and, in that event, may transfer any amount standing to the credit of the account to a dormant account operated by TAB. In this case TAB will notify the holder of the account at the last address known to TAB that the account has been closed.
- (b) TAB may reopen a betting account that has been closed under this clause and re-credit to the account any amount credited to a dormant account as a result of the closure of the account.
- (c) TAB may impose and debit any betting account with the following fees:
 - (i) dormant account keeping fee;
 - (ii) a claim investigation fee;
 - (iii) an account administration fee for deposits to betting accounts;
 - (iv) a service fee for deposits to betting accounts made through persons other than TAB outlets. The fees will be as determined by TAB from time to time. TAB may waive any or all of the fees on a basis as it determines from time to time.

2.9.6 Credits to TAB betting accounts

If an amount has been incorrectly credited to a betting account or an incorrect amount has been credited to the account, TAB:

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

2.10 Betting vouchers

- 2.10.1 TAB, or a racing club conducting an on-course totalizator, may issue betting vouchers and may authorise any other person to issue betting vouchers.

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2.10.2 A betting voucher:

- (a) will be in the form as TAB, or the racing club, determines including:
 - (i) a gift certificate;
 - (ii) a stored value card or coupon for use in a self service terminal;
 - (iii) an on-course key ticket; or
 - (iv) any other similar or like instrument to any of the above; and
- (b) is valid for the period as is specified on the betting voucher provided that if no date is specified the voucher is valid for 12 months from the date of issue. Any unused value of a betting voucher after the expiry date for its validity will be retained by TAB and treated as unclaimed dividends; and
- (c) is to be regarded as cash equal to the value of the amount represented by the voucher.

2.10.3 Betting vouchers may be accepted at any TAB outlet:

- (a) for the making of cash bets; or
- (b) for the making of deposits to a betting account maintained with TAB; or
- (c) redeemed for cash up to the available amount.

2.11 Certificate as to records

2.11.1 TAB may issue a certificate in relation to a bet stating that the details of the bet as contained in a record kept or held by TAB are as specified in the certificate.

2.11.2 In any proceedings or dispute, a certificate under this clause is evidence as to the matters stated in the certificate.

2.12 Removal of certain persons from TAB outlets

The manager of a TAB outlet may direct a person to leave the TAB outlet if the manager is of the opinion that the person is creating a public annoyance. A direction has effect for the time (not extending beyond the day on which it is given) as the manager may specify in the direction.

2.13 Betting by minors

A person under the age of 18 years must not bet on a totalizator.

3. RESULTS, DIVIDENDS AND REFUNDS

3.1 Result of race or sports betting event

- 3.1.1 A reference to the contestant or finisher placed first, second, third, fourth, fifth or sixth in a race is a reference to the horse or greyhound declared by the stewards to be the first, second, third, fourth, fifth or sixth finisher in the race;
- 3.1.2 A reference to the winning team or final score for the relevant footyTAB totalizators is as set out in clause 16.2.

3.2 Payment of dividends

- 3.2.1 (a) A dividend or refund payable in respect of a bet will be available for collection or credited to the appropriate betting account as soon as is practicable after the race or sports betting event on which the bet was made.
- (b) Immediately after the declaration of dividends, notice of the amounts will be exhibited in a place appointed for that purpose by TAB.
- 3.2.2 Where a totalizator is conducted by TAB, no dividend will be declared and paid except by order of TAB, in accordance with the decision of TAB as to the result of the race or event, and when TAB has ordered a dividend to be declared and paid on the race or event no investor on any other result on that race or event will be entitled to receive a dividend on that race or event.
- 3.2.3 TAB, or a racing club conducting a domestic totalizator (as the case may be), must not declare or pay a dividend on:
- (a) a race or a combination of races except following a declaration of correct weight by the stewards; or
- (b) a sports betting event except following the announcement of official or podium positions at the conclusion of the event by the relevant controlling body or committee under whose authority the event or contest is conducted.
- 3.2.4 TAB is not liable to any person for any losses, damages, expenses or claims suffered or incurred by or as a result of any error in the declaration of correct weight by the stewards or the advice to TAB of the contestant numbers of the finishers in the race.

3.3 Protests, objections and recontested events

- 3.3.1 If a protest is lodged in accordance with the rules of racing before the declaration of correct weight in a race, a dividend for that race must not be declared or paid until the protest has been decided by the stewards. Before making a decision on a protest, the stewards (subject to the declaration of correct weight) may

declare placings not affected by the protest. TAB, or a racing club conducting a domestic totalizator, may at its discretion make payment of dividends on the placings unaffected by the protest.

- 3.3.2 (a) If an objection or protest is lodged in accordance with the sporting event rules governing the sports betting event, TAB will declare the result based on the official or podium positions of the event as per the adjudication of the relevant controlling body or committee. Subsequent disqualification, promotion of contestants, or any other change is irrelevant for the purpose of determining the result of a bet on a sports betting event.
- (b) Should any sports betting event be recontested or replayed for any reason whatsoever, the replay will be treated as a separate event and will have no effect on the result of the original contest. TAB may, at its discretion treat the replay as a future contest.

3.4 Calculation of dividends

3.4.1 A dividend is calculated by TAB, or a racing club conducting a domestic totalizator, on a single unit of investment for the relevant totalizator. The dividend is calculated:

- (a) by dividing the relevant totalizator dividend pool (or part thereof where the pool is divided) by the number of units of investment on the successful winning contestant or combination. (For those totalizators where flexi bets are available, any amounts bet which are less than a single unit of investment are to be included in the calculation of the dividend payable on a single unit of investment by the division of the relevant totalizator dividend pool.)
- (b) having regard to any determinations made by TAB in respect of:
- (i) the Commission deductions before distribution of the balance of the relevant pool as dividends to investors who select the winning contestant or combination; and
 - (ii) fractions and the rounding of any calculated amount of the dividend payable; and
 - (iii) the minimum dividend provisions.

3.4.2 The dividend payable by TAB, or the racing club, in respect of a bet will bear the same proportion to the dividend declared in respect of a single unit of investment as the amount of the bet bears to a single unit of investment.

3.4.3 Subject to the clauses regarding where the winning combination is not backed to the equivalent of a unit of investment in clause 6 (quinella totalizator), 7 (exacta totalizator), 8 (trifecta totalizator),

9 (first 4 totalizator), 10 (doubles totalizator), 11 (quaddie totalizator), 12 (duet totalizator), 13 (BIG6 totalizator), and 16 (FootyTab) the dividend calculated on a flexi bet will be the same proportion of the dividend declared for a unit of investment as the amount invested in the flexi bet on the relevant combination (as determined in accordance with clause 2.4.1 (Flexi bets)) bears to the single unit of investment.

3.5 Dividends and refunds to be paid on presentation of tickets

- 3.5.1 Where a betting ticket is issued for a cash bet under clause 2.6.2 (betting tickets to be issued for cash bets) a dividend or refund must not be paid except on presentation of a ticket unless otherwise approved by TAB, or the racing club conducting the domestic totalizator.
- 3.5.2 TAB, or a racing club, is not required to entertain a claim in respect of the short payment of a dividend or refund after the investor has left the payout window at the place where the dividend or refund was paid.
- 3.5.3 A ticket held in respect of a race or sports betting event that has been postponed to another date is invalid except only for the purpose of claiming a refund or as provided for in these rules.
- 3.5.4 A person may claim a dividend or refund for up to 12 months after the race or sports betting event on which the bet was made.

3.6 Payment of dividends, refunds and betting account balances

- 3.6.1 An amount to which a person is entitled:
 - (a) as a dividend or refund for a cash bet made at a TAB outlet or made on a racecourse with a racing club conducting a domestic totalizator; or
 - (b) as the credit balance of a betting account established by the person with TAB, or the racing club conducting an on-course totalizator, for the purpose of making telephone or device bets at a TAB outlet, must, on application made by the person, be paid to the person in cash or by cheque.
- 3.6.2 The amount may be paid at a TAB outlet or at any other place as may be designated by TAB (or the racing club conducting a domestic totalizator) for that purpose, and may be paid at the times as TAB, or the racing club, may approve for the purpose.
- 3.6.3 A dividend or refund to which a person is entitled in respect of a telephone or device bet that has been debited against a betting account must be paid to the person:
 - (a) in accordance with any reasonable written instructions received from the person; or

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- (b) in the absence of any instructions, by payment into the person's betting account.

3.6.4 If TAB is in doubt as to the identity of the person to whom an amount is due (whether as a dividend, refund or balance of a betting account):

- (a) TAB may, in the case of presentation of a ticket for a cash bet, investigate whether the person whom presents the ticket either placed the bet or is acting with the authority of the person who placed the bet and TAB may require a statutory declaration in the form and containing the information it may require; and
- (b) TAB may retain the amount and pay it to any person who establishes to TAB's satisfaction that he or she is the person to whom the amount is due; and
- (c) TAB is relieved from all further liability in respect of an amount paid by it to a person under this clause 3.6.4.

3.6.5 If a dividend or a refund to which a person is entitled is for an amount of less than 5 cents:

- (a) where the person has established a betting account with TAB, the dividend or refund will be paid by TAB depositing the amount of that dividend or refund into the person's betting account; and
- (b) where the person does not have a betting account with TAB:
 - (i) if the aggregate of all dividends or refunds to which the person is entitled on all betting tickets which that person presents for payment at the same time is 3 cents or more (**"aggregate amount"**) the aggregate amount will be rounded up or down to the nearest 5 cents as determined by TAB and paid to the person in accordance with this clause 3.6.5; and
 - (ii) otherwise, the dividend or refund will be rounded down to zero.

3.7 Claims concerning dividends or refunds

3.7.1 Within 14 days after a person becomes entitled to a dividend or refund for a bet or within such further time as TAB may allow, the person may lodge a written claim with TAB, or the racing club conducting a domestic totalizator as applicable, to the effect that the amount of the entitlement as calculated by TAB, or the racing club, is less than the actual amount to which the person is entitled.

3.7.2 After investigating the claim, TAB, or the racing club as applicable:

- (a) must notify the claimant of its decision; and
- (b) may pay such dividend or refund to the claimant as to TAB, or the racing club, appears just and reasonable; and
- (c) if the dividend that was calculated and declared did not include the claimant's investment, and that dividend exceeds, by more than \$1000.00, the dividend that would have been declared had the dividend be recalculated to include the claimant's investment, then the dividend that applies for the purpose of the claim will be the recalculated dividend that includes the claimant's investment; and
- (d) such amounts that are paid to the claimant shall exclude any refund or credit given to the claimant in respect of the claimant's Investment under any other provision of these Rules.

3.8 Claims concerning records of telephone bets

3.8.1 Within 14 days after making a telephone bet or within any further time as TAB may allow, a person may lodge a written claim with TAB to the effect:

- (a) that the details of the bet given by the person when making the bet were incorrectly recorded on entry into TAB's system; and
- (b) that the person has suffered loss as a result of the error.

3.8.2 If, after investigating the claim, TAB is satisfied:

- (a) that the claim is justified; and
- (b) that the error complained of was due to the negligence or wilful default of any officer, employee or agent of TAB; TAB will make any appropriate alteration to the record and will pay such dividend or refund to the claimant as to TAB appears just and reasonable.

3.8.3 Any election by the claimant not to have the details of a telephone bet repeated, as referred to in clause 2.7.2, will be taken into account in TAB's investigation of the claim.

3.9 Lost, destroyed, mutilated and stolen ticket claims

3.9.1 Claims for dividends or refunds in respect of lost, destroyed, mutilated or stolen betting tickets must be lodged within 14 days of the respective race meeting or sports betting event unless the claimant can provide a reason to the satisfaction of TAB for the

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delay in lodging the claim. Claims may be lodged at any TAB outlet. Where a claim is made:

- (a) TAB may charge the claimant a claim investigation fee, as determined by TAB from time to time, to investigate the claim; and
 - (b) a statutory declaration from the claimant in the form and containing the information as TAB requires must accompany the claim; and
 - (c) the claim will not be investigated prior to the occurrence of the respective race or sports betting event and the ticket becoming dividend or refund bearing unless:
 - (i) the ticket investment value exceeds \$100.00; or
 - (ii) in the case of a claim for a stolen ticket, the claimant has reported the theft to the police; and
 - (d) the claimant will receive written acknowledgment of receipt of their claim within 21 days of the claim being received by TAB; and
 - (e) TAB may stop payment on the ticket pending the outcome of its investigation.
- 3.9.2 Following investigation by TAB of the claim for the lost, destroyed, mutilated or stolen betting ticket, if TAB is satisfied that the claimant is entitled to payment of a dividend or refund on the betting ticket then:
- (a) approved claims will be settled by:
 - (i) voucher payable at any TAB cash sales outlet, except for amounts greater than \$500 (Five Hundred Dollars);
 - (ii) cheque in favour of the claimant; or
 - (iii) deposit to the claimant's nominated betting account; and
 - (b) TAB will immediately record the cancellation of the ticket.

3.10 Information to accompany claims

A claim by a person under this clause 3 need not be investigated unless the claimant gives to TAB, or racing club conducting a domestic totalizator (as the case may be), the information, tickets and other documents as are in the claimant's possession, as may be necessary to facilitate investigation of the claim.

3.11 Review of decisions on a claim

- 3.11.1 A person who is dissatisfied with the TAB's or racing club's decision on a claim under this clause may request TAB, or racing club, as applicable to review its decision.
- 3.11.2 TAB or racing club will deal with a request for review in the same way as if it were a claim, except that the person who deals with the request must not be:
- (a) the person who dealt with the original claim; or
 - (b) a person who is under the supervision of the person who dealt with the original claim.
- 3.11.3 This clause does not authorise more than one request for review to be made in relation to any one claim.

4. RACING EVENT TOTALIZATORS - GENERAL RULES**4.1 Commission deduction**

Money invested on a totalizator conducted by TAB, or a racing club, on one or more racing events will be subject to a Commission deduction.

4.2 Refunds**4.2.1 Termination of totalizator pool**

If any totalizator for a race event is terminated under these rules, the whole amount invested on the race must be refunded to the investors.

4.2.2 Non-starters

- (a) If:
 - (i) a contestant on which money has been invested does not become a starter in a race (including a re-run race); or
 - (ii) a combination of contestants on which money has been invested includes a contestant that does not become a starter in a race (including a re-run race); the money invested on the contestant or the combination (as the case may be) must be refunded to the investors.
- (b) Subclause (a) applies unless:
 - (i) the money is invested on a doubles totalizator and the relevant ticket is not presented in accordance with clause 10.3.4(a)(i) so that clause 10.3.4(a)(ii) applies; or

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- (ii) the money is invested on a quaddie totalizator and the relevant ticket is not presented in accordance with clause 11.3.4(a)(i) so that clause 11.3.4(a)(ii) applies;
- (iii) the money is invested on a parlay bet and clause 14 applies; or
- (iv) The money is invested on a BIG6 totalizator and the relevant ticket is not presented in accordance with clause 13.3.4(a)(i) so that clause 13.3.4(a)(ii) applies.

4.2.3 **Abandonment, postpone, walkovers etc**

- (a) If a race is:
 - (i) abandoned; or
 - (ii) postponed until another day; or
 - (iii) declared a no-race; or
 - (iv) a walkover, the whole amount invested on the race must be refunded to the investors.
- (b) The amount invested referred to in Rule 4.2.3(a)(iv):
 - (i) shall not in respect of quinella include any amount in the quinella jackpot pool for that quinella totalizator, which shall be carried forward and paid into the quinella jackpot pool for the quinella totalizator conducted on the succeeding quinella race;
 - (ii) shall not in respect of exacta include any amount in the exacta jackpot pool for that exacta totalizator, which shall be carried forward and paid into the exacta jackpot pool for the exacta totalizator conducted on the succeeding exacta race;
 - (iii) shall not in respect of duet include any amount in the duet jackpot pool for that duet totalizator, which shall be carried forward and paid into the duet jackpot pool for the duet totalizator conducted on the succeeding duet race;
 - (iv) shall not in respect of trifecta include any amount in the trifecta jackpot pool for that trifecta totalizator, which shall be carried forward and paid into the trifecta jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race;
 - (v) shall not in respect of first 4 include any amount in the first 4 jackpot pool for that first 4 totalizator, which shall be carried forward and paid into the first 4 jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race;

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- (c) Subclause (a) applies unless:
- (i) clause 10 applies in respect of a doubles totalizator;
 - (ii) clause 11 applies in respect of a quaddie totalizator; or.,
 - (iii) clause 13 applies in respect of a BIG6 totalizator.

4.2.4 No contestant or combination backed

If none of the contestants or combinations in respect of which dividends are payable are backed in the case of win and place totalizators, the dividend pool must be refunded to the investors.

4.3 Application of minimum dividend provisions in certain cases

TAB may determine from time to time that there is to be a minimum dividend for a racing event totalizator. If TAB has determined there will be a minimum dividend, the minimum dividend applies to all bets on a race totalizator unless a provision in Appendix 1 (Determination of Dividend — Minimums & Fractions) states that it does not apply in a particular case.

4.4 Out of sequence races and re-runs of races

- 4.4.1 If a race is run out of normal race number sequence or if a race is re-run, TAB, or the racing club conducting an on-course totalizator, may reopen the totalizator for the re-run.
- 4.4.2 The amount invested on the totalizator for the first run of the race must be dealt with in accordance with the result of the re-run or the out of sequence race.

4.5 Pool Guarantee

For the purpose of Trifecta, First 4, Quaddie or BIG6 totalizators:

- (a) TAB may apply a pool guarantee at the sole discretion of TAB. In the case of BIG6, the pool guarantee shall apply to the major dividend pool, in accordance with clause 13.3.2.
- (b) Subject to 4.5(e), 8.2.2(b)(ii), 8.2.2(c)(ii), 9.3.2(b)(ii), 9.3.2(c)(ii), 9.3.2(d)(ii) if a pool guarantee is in place on a totalizator where there are backed combinations; TAB is liable for that portion of the pool guarantee shortfall applicable to the backed combinations.
- (c) Subject to 4.5(e), if a pool guarantee is in place on a totalizator where there are unbacked combinations; TAB is not liable for that portion of the pool guarantee shortfall applicable to the unbacked combinations.

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- (d) Subject to 4.5(e), if a pool guarantee is in place on a totalizator where there is less than a unit of investment on backed combinations; TAB is liable for the full unit of the pool guarantee shortfall applicable to the backed combinations.
- (e) In the event that all bets from a guarantee pool are refunded to investors, the refunds will not include any part of a pool guarantee and TAB is not liable for any pool guarantee shortfall.

4.6 Seeded Jackpots

For the purpose of First4, Quaddie or BIG6 totalizators:

- (a) TAB may include a seeded jackpot amount in a jackpot pool at the sole discretion of TAB;
- (b) Subject to 4.6(c), if a jackpot pool includes a seeded jackpot amount and there is no winner, the seeded jackpot amount remains in the jackpot pool and cannot be reclaimed by TAB;
- (c) In the event that all bets in a totalizator investment pool, which is subject to a seeded jackpot amount, are refunded to investors, TAB will reclaim the seeded jackpot amount (if any) from the associated jackpot pool, prior to any refunds.

5. WIN AND PLACE TOTALIZATORS

5.1 Opening and termination of win and place totalizator pools

5.1.1 The win pool of a win and place totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 2; and
- (b) must be terminated if the number of contestants in the race falls below 2 at any time or if there are no finishers in the race.

5.1.2 The place pool of a win and place totalizator:

- (a) must not be opened for a race if the number of contestants in the race is less than 5; and
- (b) must be terminated if the number of contestants in the race falls below 5 at any time or if there are no finishers in the race.

5.2 Win pool dividends

5.2.1 **Distribution of win pool dividend**

- (a) Money invested on a win and place totalizator with a view to successfully predicting the contestant that places first in a race (less any other amounts deducted in accordance with

the definition of 'dividend pool' in clause 1.5) is to be paid into a win dividend pool.

- (b) The win dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors on the finisher that placed first in the race.

5.2.2 Dead-heat for first place

If there is a dead-heat for first place in the race:

- (a) the win dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
- (b) a part is allotted to each backed finisher; and
- (c) each part is to be divided among the investors on the finisher to which the part is allotted.

5.3 Place pool 2 dividend races

5.3.1 Application of rule

- (a) This clause 5.3 applies if the number of entries in a race received at the deadline for scratchings prescribed by the controlling body or a race club responsible for the conduct of the relevant race meeting is less than 8.
- (b) This clause is subject to clauses 4.3 (application of minimum dividend provisions in certain cases) and 5.5 (deficiency in place pool).

5.3.2 Distribution of place pool dividend for 2 dividend race

- (a) Money invested on a win and place totalizator with a view to successfully predicting the contestant that places first or second in a race (and less any amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5) is to be paid into a place dividend pool
- (b) The place dividend pool is (except to the extent otherwise provided in these rules) to be divided into 2 equal parts, of which:
 - (i) one part is to be divided among the investors on the first placed finisher in the race; and
 - (ii) the second part is to be divided among the investors on the second placed finisher in the race.

5.3.3 Unbacked winners or placegetters in a 2 dividend race

- (a) If the first placed finisher is not backed, the whole of the place dividend pool is to be divided among the investors on the second placed finisher in the race.

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- (b) If the second placed finisher is not backed, the whole of the place dividend pool is to be divided among the investors on the first placed finisher in the race.

5.3.4 Dead-heat for first place in a 2 dividend race

- (a) If there is a dead-heat for first place in a 2 dividend race:
 - (i) the place dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
 - (ii) a part is allotted to each backed finisher; and
 - (iii) each part is to be divided among the investors on the finisher to which the part is allotted.
- (b) This clause 5.3.4 applies to a dead-heat for second place in a 2 dividend race in the event that the place dividend pool is to be divided among the investors on the second placed finisher in accordance with clause 5.3.5.

5.3.5 Dead-heat for second place in a 2 dividend race where first place is backed

If the first placed finisher is backed and 2 or more backed finishers dead-heat for second place in a 2 dividend race:

- (a) the place dividend pool is to be divided into 2 equal parts:
 - (i) one part is to be divided amount the investors of the first placed finisher; and
 - (ii) the second part is to be divided into as many equal parts as there are backed finishers in the dead-heat for second place;
- (b) a part is allotted to each backed finisher that placed second in the race; and
- (c) each part is to be divided among the investors on the finisher to which the part is allotted.

5.4 Place pool 3 dividend races

5.4.1 Application of rule

- (a) This clause 5.4 applies if the number of entries in a race received at the deadline for scratchings prescribed by the controlling body or a race club responsible for the conduct of the relevant race meeting is 8 or more;

- (b) This clause is subject to clauses 4.3 (application of minimum dividend provisions in certain cases) and 5.5 (deficiency in place pool).

5.4.2 Distribution of place pool dividends for a 3 dividend race

Money invested on a win and place totalizator with a view to successfully predicting the contestant that places first, second or third in a race (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5) is to be paid into a place dividend pool.

The place dividend pool is (except to the extent otherwise provided in these rules) to be divided into 3 equal parts, of which:

- (a) one part is to be divided among the investors on the first placed finisher; and
- (b) the second part is to be divided among the investors on the second placed finisher; and
- (c) the third part is to be divided among the investors on the third placed finisher.

5.4.3 Unbacked winners or placegetters in a 3 dividend race

If a first, second or third placed finisher is not backed:

- (a) the whole of the place dividend pool is to be divided into as many equal parts as there are backed finishers who place first, second or third; and
- (b) a part is allotted to each backed finisher; and
- (c) each part is to be divided among the investors on the finisher to which the part is allotted.

5.4.4 Dead-heat for first place between 2 finishers in a 3 dividend race

- (a) If 2 finishers dead-heat for first place in a 3 dividend race and both are backed:
 - (i) two-thirds of the place dividend pool is to be divided into 2 equal parts; and
 - (ii) each part is to be divided among the investors on each backed finisher in the dead-heat; and
 - (iii) one third of the place dividend pool is to be divided among the investors on the third placed finisher.

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- (b) If 2 finishers dead-heat for first place in a 3 dividend race but 1 only is backed:
 - (i) the whole of the place dividend pool is to be divided into 2 equal parts; and
 - (ii) one part is to be divided among the investors on the backed finisher in the dead-heat; and
 - (iii) the second part to be divided among the investors on the third placed finisher.
- (c) If 2 finishers dead-heat for first place in a 3 dividend race but neither is backed, the whole of the place dividend pool is to be divided among the investors on the third placed finisher.

5.4.5 Dead-heat for first place between 3 or more finishers in a 3 dividend race

If 3 or more finishers dead-heat for first place in a 3 dividend race:

- (a) the place dividend pool is to be divided into as many equal parts as there are backed finishers in the dead- heat; and
- (b) a part is allotted to each backed finisher; and
- (c) each part is to be divided among the investors on the finisher to which the part is allotted.

5.4.6 Dead-heat for second place in a 3 dividend race where first place is backed

- (a) If the first placed finisher is backed and 2 or more backed finishers dead-heat for second place in a 3 dividend race:
 - (i) one third of the place dividend pool is to be divided among the investors on the first placed finisher; and
 - (ii) two-thirds of the place dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
 - (iii) a part is allotted to each backed finisher in the dead-heat for second in the race; and
 - (iv) each part is to be divided among the investors on the finisher to which the part is allotted.
- (b) If 2 or more finishers dead-heat for second place but 1 only of those finishers is backed:
 - (i) the whole of the place dividend pool is to be divided into 2 equal parts; and

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- (ii) one part is to be divided among the investors on the first placed finisher; and
- (iii) the second part is to be divided amongst the investors on the backed second placed finisher in the dead-heat.

5.4.7 Dead-heat for third place in a 3 dividend race where first and second place are backed

- (a) If the first and second placed finishers are backed, and 2 or more backed finishers dead-heat for third place in a 3 dividend race:
 - (i) one third of the place dividend pool is to be divided among the investors on the first placed finisher; and
 - (ii) one third of the place dividend pool is to be divided among the investors on the second placed finisher;
 - (iii) one-third of the place dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
 - (iv) a part is allotted to each backed finisher in the dead-heat; and
 - (v) each part is to be divided among the investors on the finisher to which the part is allotted.
- (b) If 2 or more finishers dead-heat for third place but none of the finishers is backed:
 - (i) the whole of the place dividend pool is to be divided into 2 equal parts; and
 - (ii) one part is to be divided among the investors on the first placed finisher; and
 - (iii) the second part is to be divided among the investors on the second placed finisher.

5.5 Deficiency in place pool

5.5.1 Dividend where deficiency in one part of place pool

- (a) If:
 - (i) the place dividend pool is divided in accordance with clause 5.3 (place pool 2 dividend races) or clause 5.4 (place pool 3 dividend races); and

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- (ii) in not more than one part (in this clause referred to as the 'deficient part') of the place dividend pool there is insufficient money to enable a dividend equal to the unit of investment to be declared in respect of that part; and
 - (iii) the amount of the deficiency is greater than the amount deducted as Commission;
- (b) then, there must, before any dividend is declared, be deducted:
 - (i) from the part, other than the deficient part; or
 - (ii) if there are 2 or more parts that are not deficient parts, from those parts in proportion to the amounts standing in those parts, an amount sufficient to enable a dividend equal to the unit of investment to be declared in respect of the deficient part, less the Commission.
- (c) The amount so deducted is to be added to the deficient part so that, if the Commission were also added to the deficient parts, there would be produced in each of the deficient parts an amount not greater than the amount required in each of those parts to declare a dividend equal to the unit of investment.

5.5.2 Dividend where deficiency in 2 or more parts of place pool

- (a) If:
 - (i) the place dividend pool has been divided in accordance with clause 5.3 (place pool 2 dividend races) or clause 5.4 (place pool 3 dividend races); and
 - (ii) in each of 2 or more parts (in this clause referred to as the "**deficient parts**") of the place dividend pool there is insufficient money to enable dividends equal to the unit of investment to be declared in respect of those parts; and
 - (iii) the aggregate of the amounts of those deficiencies is greater than the amount deducted as Commission,
- (b) then, there must, before any dividend is declared, be deducted:
 - (i) from the part, other than the deficient parts; or
 - (ii) if there are 2 or more parts that are not deficient parts, from those parts in proportion to the amounts standing in those parts, an amount equal to the aggregate of the amounts of the

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deficiencies in the deficient parts, less the Commission.

- (c) The amount so deducted is to be added to the deficient parts so that, if the Commission were also added to the deficient parts, there would be produced in each of the deficient parts an amount not greater than the amount required in each of those parts to declare a dividend equal to the unit of investment.

6. QUINELLA TOTALIZATORS

6.1 Opening and termination of quinella totalizator pool

6.1.1 A quinella totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 3; and
- (b) must be terminated if the number of contestants in the race falls below 3 at any time or if there are no finishers in the race.

6.2 Quinella pool dividends

6.2.1 Investment pool, jackpot pool and quinella dividend pool

- (a) All money invested on a quinella totalizator is to be paid into an investment pool for that quinella totalizator.
- (b) For each quinella totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 6.2.2 or clause 6.2.6 are required to be carried forward to the jackpot pool of that quinella totalizator.
- (c) For each quinella totalizator there is to be a quinella dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the quinella totalizator under clause 6.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that quinella totalizator.

6.2.2 Distribution of quinella dividend

- (a) If there are 2 or more finishers in a quinella race, the quinella dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors on the combination comprising the first and second placed finisher in a race.
- (b) If one winner only is declared, and no second or third placing is declared:
 - (i) the jackpot pool for that quinella race is carried forward to the jackpot pool for the quinella totalizator conducted on the succeeding quinella race; and

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- (ii) the remainder of the quinella dividend pool after carrying forward the jackpot pool in accordance with clause 6.2.2(b)(i) is to be divided among the investors on the combination of the winner and any other contestant in the event irrespective of order.

6.2.3 Dead-heat for first place between 2 finishers

- (a) If 2 finishers dead-heat for first place, the quinella dividend pool is to be divided among the investors on the combination comprising those finishers.
- (b) If the combination referred to in clause 6.2.3(a) is not backed, the quinella dividend pool is to be carried forward in accordance with clause 6.2.6(b).

6.2.4 Dead-heat for first place between 3 or more finishers

If 3 or more finishers dead-heat for first place:

- (a) the quinella dividend pool is to be divided into as many equal parts as there are combinations comprising 2 of those finishers in the dead-heat for first place; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with clause 6.2.6(b).

6.2.5 Dead-heat for second place

If 2 or more finishers dead-heat for second place:

- (a) the quinella dividend pool is to be divided into as many equal parts as there are combinations comprising the first placed finisher and a finisher in the dead-heat for second place; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with clause 6.2.6(b).

6.2.6 **Winning combination not backed or not backed to equivalent of unit of investment**

Notwithstanding anything else in these rules, where the total of all amounts invested in a quinella totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning quinella combination") is less than a unit of investment for that quinella totalizator or if a winning quinella combination is not backed:

- (a) only the amount of the quinella dividend pool determined in accordance with the following formula will be distributed among the investors on the winning quinella combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the quinella dividend pool which is to be distributed among the investors on the winning quinella combination;

di is the total amount which would be distributed to investors on the winning quinella combination under clause 6.2 if the total of all amounts invested in the quinella totalizator on the winning quinella combination was not less than a unit of investment for that quinella totalizator so that this clause 6.2.6 did not apply. Where the winning quinella combination is not backed, *di* excludes any amount in the jackpot pool for that quinella totalizator under clause 6.2.1(c)(ii);

ai is the total of all amounts (if any) invested in the quinella totalizator on the winning quinella combination; and

ui is the unit of investment for the quinella totalizator; and

- (b) there is to be carried forward and paid into the quinella jackpot pool for the quinella totalizator conducted on the succeeding quinella race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the quinella jackpot pool for the quinella totalizator conducted on the succeeding quinella race;

di has the meaning given to that term in clause 6.2.6(a) and

da is the total amount of the quinella dividend pool which is to be distributed among the investors on the winning quinella combination as determined in accordance with clause 6.2.6(a).

7. EXACTA TOTALIZATORS

7.1 Opening and termination of exacta totalizator pool

7.1.1 An exacta totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 2; and
- (b) must be terminated if the number of contestants in the race falls below 2 at any time or if there are no finishers in the race.

7.2 Exacta pool dividends

7.2.1 Investment pool, jackpot pool and exacta dividend pool

- (a) All money invested on an exacta totalizator is to be paid into an investment pool for that exacta totalizator.
- (b) For each exacta totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 7.2.2 or clause 7.2.6 are required to be carried forward to the jackpot pool of that exacta totalizator.
- (c) For each exacta totalizator there is to be an exacta dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the exacta totalizator under clause 7.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that exacta totalizator.

7.2.2 Distribution of exacta dividend

- (a) If there are 2 or more finishers in an exacta race, the exacta dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors on the combination comprising the first and second placed finisher in the race, in the correct order.
- (b) If one winner only is declared, and no second or third placing is declared:
 - (i) the jackpot pool for that exacta race is carried forward to the jackpot pool for the exacta totalizator conducted on the succeeding exacta race; and
 - (ii) the remainder of the exacta dividend pool after carrying forward the jackpot pool in accordance

with clause 7.2.2(b)(i) is to be divided among the investors on the combination of the winner and any other contestant in the event irrespective of order.

7.2.3 Dead-heat for first place between 2 finishers

- (a) If 2 finishers dead-heat for first place:
- (i) the exacta dividend pool is to be divided into as many equal parts as there are combinations comprising the finishers in the dead-heat for first place; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 7.2.6(b).

7.2.4 Dead-heat for first place between 3 or more finishers

If 3 or more finishers dead-heat for first place:

- (a) the exacta dividend pool is to be divided into as many equal parts as there are combinations comprising 2 of those finishers in the dead-heat for first place; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with clause 7.2.6(b).

7.2.5 Dead-heat for second place

- (a) If 2 or more finishers dead-heat for second place:
- (i) the exacta dividend pool is to be divided into as many equal parts as there are combinations comprising, in the correct order, the first placed finisher and a finisher in the dead-heat for second place; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and

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- (iv) for each unbacked combination the part is to be carried forward in accordance with clause 7.2.6(b).

7.2.6 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in an exacta totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning exacta combination") is less than a unit of investment for that exacta totalizator or if a winning exacta combination is not backed:

- (a) only the amount of the exacta dividend pool determined in accordance with the following formula will be distributed among the investors on the winning exacta combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the exacta dividend pool which is to be distributed among the investors on the winning exacta combination;

di is the total amount which would be distributed to investors on the winning exacta combination under clause 7.2 if the total of all amounts invested in the exacta totalizator on the winning exacta combination was not less than a unit of investment for that exacta totalizator so that this clause 7.2.6 did not apply. Where the winning exacta combination is not backed, di excludes any amount in the jackpot pool for that exacta totalizator under clause 7.2.1(c)(ii);

ai is the total of all amounts (if any) invested in the exacta totalizator on the winning exacta combination; and

ui is the unit of investment for the exacta totalizator; and

- (b) there is to be carried forward and paid into the exacta jackpot pool for the exacta totalizator conducted on the succeeding exacta race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the exacta jackpot pool for the exacta totalizator conducted on the succeeding exacta race;

di has the meaning given to that term in clause 7.2.6(a) and

da is the total amount of the exacta dividend pool which is to be distributed among the investors on the winning exacta combination as determined in accordance with clause 7.2.6(a).

8. TRIFECTA TOTALIZATORS

8.1 Opening and termination of trifecta totalizator pool

8.1.1 A trifecta totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 3; and
- (b) must be terminated if the number of contestants in the race falls below 3 at any time or if there are no finishers in the race.

8.2 Trifecta pool dividends

8.2.1 Investment pool, jackpot pool and trifecta dividend pool

- (a) All money invested on a trifecta totalizator is to be paid into an investment pool for that trifecta totalizator.
- (b) For each trifecta totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 8.2.2 or clause 8.2.7 are required to be carried forward to the jackpot pool of that trifecta totalizator.
- (c) For each trifecta totalizator there is to be a trifecta dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the trifecta totalizator under clause 8.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that trifecta totalizator; and
 - (iii) the pool guarantee shortfall (if any) for that trifecta totalizator.

8.2.2 Distribution of trifecta dividend

- (a) If there are 3 or more finishers in a trifecta race, the trifecta dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors who select the combination comprising the first 3 placed finishers in the race in the correct order.
- (b) Where there are 2 finishers only in a trifecta race then:

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- (i) the jackpot pool for that trifecta race is carried forward to the jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race; and
 - (ii) the remainder of the trifecta dividend pool after carrying forward the jackpot pool in accordance with clause 8.2.2(b)(i), and excluding any pool guarantee shortfall, is to be divided among the investors who select a combination comprising the first 2 placed finishers in the race in the correct order, together with any other starter.
- (c) Where there is one finisher only in a trifecta race then:
 - (i) the jackpot pool for that trifecta race is carried forward to the jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race; and
 - (ii) the remainder of the trifecta dividend pool after carrying forward the jackpot pool in accordance with clause 8.2.2(c)(i), and excluding any pool guarantee shortfall, is to be divided amongst the investors who select a combination comprising, in the correct order, the one finisher in the race together with any other starters.

8.2.3 Dead-heat for first place between 2 finishers

- (a) If 2 finishers dead-heat for first place:
 - (i) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising the finishers in the dead-heat for first place and the third placed finisher in the correct order; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 8.2.7(b)
- (b) If 2 finishers dead-heat for first place and there is also a dead-heat for third place:
 - (i) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising the finishers in the dead-heat for first

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place and one of the finishers in the dead-heat for third place in the correct order; and

- (ii) a part is allotted to each combination; and
- (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (iv) for each unbacked combination the part is to be carried forward in accordance with clause 8.2.7(b).

8.2.4 Dead-heat for first place between 3 or more finishers

If 3 or more finishers dead-heat for first place:

- (a) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising 3 of the finishers in the dead-heat for first place; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with 8.2.7(b).

8.2.5 Dead-heat for second place

If 2 or more finishers dead-heat for second place:

- (a) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising, in the correct order, the first placed finisher and 2 of the finishers in the dead-heat for second place; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with 8.2.7(b).

8.2.6 Dead-heat for third place

- (a) If 2 or more finishers dead-heat for third place:
 - (i) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising, in the correct order, the first placed

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finisher, the second placed finisher and one of the finishers in the dead-heat for third place; and

- (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with 8.2.7(b).
- (b) This clause does not apply if there is a dead-heat for first place.

8.2.7 **Winning combination not backed or not backed to equivalent of unit of investment**

Notwithstanding anything else in these rules, where the total of all amounts invested in a trifecta totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning trifecta combination") is less than a unit of investment for that trifecta totalizator or if a winning trifecta combination is not backed:

- (a) only the amount of the trifecta dividend pool determined in accordance with the following formula will be distributed among the investors on the winning trifecta combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the trifecta dividend pool which is to be distributed among the investors on the winning trifecta combination;

di is the total amount which would be distributed to investors on the winning trifecta combination under clause 8.2 if the total of all amounts invested in the trifecta totalizator on the winning trifecta combination was not less than a unit of investment for that trifecta totalizator so that this clause 8.2.7 did not apply. Where the winning trifecta combination is not backed, *di* excludes any amount in the jackpot pool for that trifecta totalizator under clause 8.2.1(c)(ii) and excludes any pool guarantee shortfall for that trifecta totalizator under clause 8.2.1(c)(iii);

ai is the total of all amounts (if any) invested in the trifecta totalizator on the winning trifecta combination; and

ui is the unit of investment for the trifecta totalizator; and

- (b) there is to be carried forward and paid into the trifecta jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the trifecta jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race;

di has the meaning given to that term in clause 8.2.7(a) and

da is the total amount of the trifecta dividend pool which is to be distributed among the investors on the winning trifecta combination as determined in accordance with clause 8.2.7(a).

9. FIRST 4 TOTALIZATORS

9.1 First 4 race

TAB may, by order in writing, declare a race to be a first 4 race.

9.2 Opening and termination of first 4 totalizators

A first 4 totalizator:

- (a) must not be opened for a race if the number of contestants in the race is less than 4; and
- (b) must be terminated if the number of contestants in the race falls below 4 at any time or if there are no finishers in the race.

9.3 First 4 pool dividends

9.3.1 Investment pool, jackpot pool and first 4 dividend pool

- (a) All money invested on a first 4 totalizator is to be paid into an investment pool for that first 4 totalizator.
- (b) For each first 4 totalizator there is to be a jackpot pool into which must be paid:
 - (i) any amounts which, under clause 9.3.2 or clause 9.3.4, are required to be carried forward to the jackpot pool of that first 4 totalizator; and
 - (ii) the seeded jackpot amount (if any) for that first 4 totalizator.

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- (c) For each first 4 totalizator there is to be a dividend pool into which is to be paid:
- (i) money invested in the investment pool for the first 4 totalizator under clause 9.3.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and,
 - (ii) any amount in the jackpot pool for that first 4 totalizator; and
 - (iii) the pool guarantee shortfall (if any) for that first 4 totalizator.

9.3.2 Distribution of first 4 dividend pool

- (a) If there are 4 or more finishers in a first 4 race, the first 4 dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors who select the combination comprising the first 4 placed finishers in the race in the correct order.
- (b) Where there are 3 finishers only in a first 4 race then:
- (i) the jackpot pool for that first 4 race is carried forward to the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race; and
 - (ii) the remainder of the dividend pool after carrying forward the jackpot pool in accordance with clause 9.3.2(b)(i), and excluding any pool guarantee shortfall, is to be divided among the investors who select a combination comprising the first 3 placed finishers in the race in the correct order, together with any other starter.
- (c) Where there are 2 finishers only in a first 4 race then:
- (i) the jackpot pool for that first 4 race is carried forward to the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race; and
 - (ii) the remainder of the dividend pool after carrying forward the jackpot pool in accordance with clause 9.2.3(c)(i), and excluding any pool guarantee shortfall, is to be divided among the investors who select a combination comprising the first 2 placed finishers in the race in the correct order, together with any other 2 starters.
- (d) Where there is one finisher only in a first 4 race then:
- (i) the jackpot pool for that first 4 race is carried forward to the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race; and

- (ii) the remainder of the dividend pool after carrying forward the jackpot pool in accordance with clause 9.2.3(d)(i), and excluding any pool guarantee shortfall, is to be divided among the investors who select a combination comprising, in the correct order, the one finisher in the race together with any other starters.

9.3.3 Dead-heats

- (a) Subject to sub-clause (b), if 2 or more finishers in a first 4 race dead-heat for any of the first 4 places:
 - (i) each of those finishers is taken to have filled that place and each subsequent place up to the number of subsequent places corresponding to one less than the number of finishers involved in the dead-heat; and
 - (ii) the first 4 dividend pool is to be divided into as many equal parts as there are combinations in respect of which a dividend is to be distributed under clause 9.3.2; and
 - (iii) a part is allotted to each combination; and
 - (iv) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and
 - (v) for each unbacked combination the part is to be carried forward in accordance with clause 9.3.4(a) or 9.3.4(b).
- (b) Where a dead-heat occurs within any of the first 4 places which results in there being more than 12 winning combinations in a first 4, for the purpose of the declaration of dividends:
 - (i) that placing and any subsequent placing in that first 4 shall not be taken into account; and
 - (ii) the dividend pool is to be divided into as many equal parts as there are combinations for the placings that are being taken into account in respect of which a dividend is to be distributed under clause 9.3.2; and
 - (iii) a part is allotted to each combination; and
 - (iv) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and

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- (v) for each unbacked combination the part is to be carried forward in accordance with clause 9.3.4(a) or 9.3.4(b).

9.3.4 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in a first 4 totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ('winning first 4 combination') is less than a unit of investment for that first 4 totalizator or if a winning first 4 combination is not backed:

- (a) only the amount of the first 4 dividend pool determined in accordance with the following formula will be distributed among the investors on the winning first 4 combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the dividend pool which is to be distributed among the investors on the winning first 4 combination;

di is the total amount which would be distributed to investors on the winning first 4 combination under clause 9.3.4 if the total of all amounts invested in the first 4 totalizator on the winning first 4 combination was not less than a unit of investment for that first 4 totalizator so that this clause 9.3.4 did not apply. Where the winning first 4 combination is not backed, *di* excludes any amount in the jackpot pool for that first 4 totalizator under clause 9.3.1(c)(ii) and excludes any pool guarantee shortfall for that first 4 totalizator under clause 9.3.1(c)(iii);

ai is the total of all amounts (if any) invested in the first 4 totalizator on the winning first 4 combination; and

ui is the unit of investment for the first 4 totalizator; and

- (b) (b) there is to be carried forward and paid into the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race;

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di has the meaning given to that term in clause 9.3.4; and

da is the total amount of the dividend pool which is to be distributed among the investors on the winning first 4 combination as determined in accordance with clause 9.3.4.

10. DOUBLES TOTALIZATORS

10.1 Doubles Races

TAB, or a racing club conducting a domestic totalizator, may by order in writing, declare a combination of 2 races to be a double.

10.2 Opening and termination of doubles totalizator pool

A doubles totalizator:

- (a) must not be opened to accept bets if the number of contestants in either leg of the double is less than 2; and
- (b) must be terminated if the number of contestants in each leg of the double falls below 2 at any time or if there are no finishers in each leg of the double.

10.3 Doubles pool dividends

10.3.1 Investment pool, jackpot pool and doubles dividend pool

- (a) All money invested on a doubles totalizator is to be paid into an investment pool for that doubles totalizator.
- (b) For each doubles totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 10.3.7 are required to be carried forward to the jackpot pool of that doubles totalizator.
- (c) For each doubles totalizator there is to be a doubles dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the doubles totalizator under clause 10.3.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that doubles totalizator.

10.3.2 Distribution of double dividend pool

The double dividend pool is to be divided among the investors who select the combination comprising the first placed finishers in the 2 races of the double.

10.3.3 Dead-heats

If, as a result of a dead-heat in any race to which the double relates, investors on 2 or more combinations of finishers become entitled to a dividend:

- (a) the doubles dividend pool is to be divided into as many equal parts as there are combinations; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with clause 10.3.7(b).

10.3.4 Non-starters and substitutes

- (a) Any money invested on a combination in a double which includes a non-starter in any race of the double must either:
 - (i) if the relevant ticket is presented to TAB before investments have ceased to be accepted on the first leg, be refunded to the investor; or
 - (ii) if the money is not so refunded be invested in accordance with subclause (b).
- (b) If a contestant selected in a bet on a double does not become a starter in a race (including a re-run race) the bet is deemed to be invested on a substitute selection as determined under subclause (c).
- (c) Where TAB receives double bets on a contestant that is a non-starter in any race in a double, the double bets made on that non-starter will be deemed to be invested on the contestant in that same race ('the substitute') which has the greatest amount of money invested on it on TAB's win totalizator pool.
- (d) The substitute will be declared by TAB when the win dividend is declared payable on the race.
- (e) Where two or more contestants have equal win investments under the rule in sub-clause (c), the contestant with the lower contestant number will be deemed to be the substitute selection for that race.
- (f) For the purposes of this clause, any determination made by TAB as to the contestant to be substituted for a contestant which is a non-starter in a race in a double will be final and conclusive.

10.3.5 First leg abandoned or postponed

- (a) If a first leg is abandoned, postponed to another date, declared a no-race or is a walkover (whether or not it may be re-run later in a program) the doubles dividend pool is to be divided among the investors on the winner of the second leg.
- (b) If, as the result of a dead-heat, investors on 2 or more placed finishers become entitled to a dividend under this clause:
 - (i) the doubles dividend pool is to be divided into as many equal parts as there are finishers in the dead-heat; and
 - (ii) a part is allotted to each finisher;
 - (iii) for each backed combination, the part is to be divided among the investors on the finisher to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 10.3.7(b).

10.3.6 Second leg abandoned or postponed

- (a) If a second leg is abandoned, postponed to another date, declared a no-race or is a walkover (whether or not it may be re-run later in a program) the doubles dividend pool is to be divided among the investors on the winner of the first leg.
- (b) If, as the result of a dead-heat, investors on 2 or more placed finishers become entitled to a dividend under this clause:
 - (i) the doubles dividend pool is to be divided into as many equal parts as there are finishers in the dead-heat; and
 - (ii) a part is allotted to each finisher;
 - (iii) for each backed combination, the part is to be divided among the investors on the finisher to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 10.3.7(b).

10.3.7 **Winning combination not backed or not backed to equivalent of unit of investment**

Notwithstanding anything else in these rules, where the total of all amounts invested in a doubles totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ('winning doubles combination') is less than a unit of investment for that doubles totalizator or if a winning doubles combination is not backed:

- (a) only the amount of the doubles dividend pool determined in accordance with the following formula will be distributed among the investors on the winning doubles combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the doubles dividend pool which is to be distributed among the investors on the winning doubles combination;

di is the total amount which would be distributed to investors on the winning doubles combination under clause 10.3 if the total of all amounts invested in the doubles totalizator on the winning doubles combination was not less than a unit of investment for that doubles totalizator so that this clause 10.3.7 did not apply. Where the winning doubles combination is not backed, *di* excludes any amount in the jackpot pool for that doubles totalizator under clause 10.3.1(c)(ii);

ai is the total of all amounts (if any) invested in the doubles totalizator on the winning doubles combination; and

ui is the unit of investment for the doubles totalizator; and

- (b) there is to be carried forward and paid into the doubles jackpot pool for the doubles totalizator conducted on the succeeding double an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the doubles jackpot pool for the doubles totalizator conducted on the succeeding doubles race;

di has the meaning given to that term in clause 10.3.7(a) and

da is the total amount of the doubles dividend pool which is to be distributed among the investors on the winning doubles combination as determined in accordance with clause 10.3.7(a).

11. QUADDIE TOTALIZATOR

11.1 Quaddie

TAB may, by order in writing, declare a combination of 4 races at a race meeting to be a quaddie.

11.2 Opening and termination of quaddie totalizator pool

A quaddie totalizator:

- (a) must not be opened to accept bets if the number of contestants in any race of the quaddie is less than 2; and
- (b) must be terminated if the number of contestants in each race of the quaddie falls below 2 at any time or if there are no finishers in each race of the quaddie.

11.3 Quaddie pool dividends

11.3.1 Investment pool, jackpot pool and quaddie dividend pool

- (a) All money invested on a quaddie totalizator is to be paid into an investment pool for that quaddie totalizator.
- (b) For each quaddie totalizator there is to be a jackpot pool into which must be paid;
 - (i) any amounts which, under clause 11.3.6, are required to be carried forward to the jackpot pool of that quaddie totalizator; and
 - (ii) the seeded jackpot amount (if any) for that quaddie totalizator.
- (c) For each quaddie totalizator there is to be a dividend pool into which is to be paid:
 - (i) money invested in the investment pool for the quaddie totalizator under clause 11.3.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that quaddie totalizator; and
 - (iii) the pool guarantee shortfall (if any) for that quaddie totalizator.

11.3.2 Distribution of quaddie dividend pool

The quaddie dividend pool is to be divided among the investors who select the combination comprising the first placed finishers in the 4 races of the quaddie.

11.3.3 Dead Heats

- (a) Subject to sub-clause (b), if, as a result of a dead heat in any race to which the quaddie relates, investors on 2 or more combinations of finishers become entitled to a dividend:
 - (i) the quadrella dividend pool is to be divided into as many equal parts as there are combinations; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is carried forward in accordance with clause 11.3.6.
- (b) Where as a result of a dead heat in any race to which the quaddie relates there are more than eight winning combinations, for the purpose of the calculation of dividends:
 - (i) that race and any subsequent race in that quaddie shall not be taken into account;
 - (ii) the quaddie dividend pool is to be divided into as many equal parts as there are combinations;
 - (iii) a part is allotted to each combination;
 - (iv) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and
 - (v) for each unbacked combination, the part is carried forward in accordance with clause 11.3.6.

11.3.4 Non-starters and substitutes

- (a) Any money invested on a combination in a quaddie which includes a non-starter in any race of the quaddie must either:
 - (i) if the relevant ticket is presented to TAB before investments have ceased to be accepted on the first race of the quaddie, be refunded to the investor; or

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- (ii) if the money is not so refunded be invested in accordance with subclause (b).
 - (b) If a contestant selected in a bet on a quaddie does not become a starter in a race (including a re-run race) the bet is deemed to be invested on a substitute selection as determined under subclause (c).
 - (c) Where TAB receives quaddie bets on a contestant that is a non-starter in any race in a quaddie, the quaddie bets made on that non-starter will be deemed to be invested on the contestant in that same race ("the substitute") which has the greatest amount of money invested on it on TAB's win totalizator pool.
 - (d) The substitute will be declared by TAB when the win dividend is declared payable on the race.
 - (e) Where two or more contestants have equal win investments under the rule in clause 11.3.4(c) the contestant with the lower contestant number will be deemed to be the substitute selection for that race.
 - (f) For the purposes of clause 11.3.4, any determination made by TAB as to the contestant to be substituted for a contestant which is a non-starter in a race in a quaddie will be final and conclusive.

11.3.5 Races abandoned or postponed

- (a) Where any race in a quaddie is abandoned, postponed until another day, declared a no-race or is a walkover (whether or not it may be re-run later in a program), all selections on that race will be deemed to be first placed finishers and the quaddie dividend pool will be divided on that basis.
- (b) Where all races in the quaddie are abandoned or postponed until another day, all bets will be refunded.
- (c) The bets referred to in Rule 11.3.5(b) shall not include any amount in the quaddie jackpot pool for that quaddie totalizator, which shall be carried forward and paid into the quaddie jackpot pool for the quaddie totalizator conducted on the succeeding quaddie.

11.3.6 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in a quaddie totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning quaddie combination") is less than a unit of investment for that quaddie totalizator or if a winning quaddie combination is not backed:

- (a) only the amount of the quaddie dividend pool determined in accordance with the following formula will be distributed among the investors on the winning quaddie combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the dividend pool which is to be distributed among the investors on the winning quaddie combination;

di is the total amount which would be distributed to investors on the winning quaddie combination under this clause if the total of all amounts invested in the quadrella totalizator on the winning quaddie combination was not less than a unit of investment for that quaddie totalizator so that this clause 11.3.6 did not apply. Where the winning quaddie combination is not backed, *di* excludes any amount in the jackpot pool for that quaddie totalizator under clause 11.3.1(c)(ii) and excludes any pool guarantee shortfall for that quaddie totalizator under clause 11.3.1(c)(iii);

ai is the total of all amounts (if any) invested in the quaddie totalizator on the winning quaddie combination; and

ui is the unit of investment for the quaddie totalizator; and

- (b) there is to be carried forward and paid into the jackpot pool for the quaddie totalizator conducted on the succeeding quaddie race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the jackpot pool for the quaddie totalizator conducted on the succeeding quaddie race;

di has the meaning given to that term in clause 11.3.6(a); and

da is the total amount of the dividend pool which is to be distributed among the investors on the winning quaddie combination as determined in accordance with clause 11.3.6(a).

12. DUET TOTALIZATOR

12.1 Opening and termination of duet totalizator pool

A duet totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 8; and
- (b) must be terminated if the number of contestants in the race falls below 8 prior to any late scratchings or below 5 at any time or if there are no finishers in the race.

12.2 Duet pool dividends

12.2.1 Investment pool, jackpot pool and duet dividend pool

- (a) All money invested on a duet totalizator is to be paid into an investment pool for that duet totalizator.
- (b) For each duet totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 12.2.2 or clause 12.2.8 are required to be carried forward to the jackpot pool of that duet totalizator.
- (c) For each duet totalizator there is to be a duet dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the duet totalizator under clause 12.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that duet totalizator.

12.2.2 Distribution of duet dividend pool

- (a) The duet dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors on the combination comprising any two of the first, second and third placed finishers in a race.
- (b) If there are 3 or more finishers in a duet race, the whole of the duet dividend pool is (except to the extent otherwise provided in these rules) to be divided into three equal parts, of which:
 - (i) one part is to be dividend among the investors who select the winning combination comprising the first and second placed finishers in the race;

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- (ii) one part is to be divided among the investors who select the winning combination comprising the first and third placed finishers in the race; and
 - (iii) one part is to be divided among the investors who select the winning combination comprising the second and third placed finishers in the race.
 - (c) Where there are 2 finishers only in a duet race then:
 - (i) the jackpot pool for that duet race is carried forward to the jackpot pool for the duet totalizator conducted on the succeeding duet race; and
 - (ii) the remainder of the duet dividend pool after carrying forward the jackpot pool in accordance with clause 12.2.2(c)(i) is to be divided among the investors who select the winning combination comprising the first and second placed finishers in the race.
 - (d) Where there is one finisher only in a duet race then:
 - (i) the jackpot pool for that duet race is carried forward to the jackpot pool for the duet totalizator conducted on the succeeding duet race; and
 - (ii) the remainder of the duet dividend pool after carrying forward the jackpot pool in accordance with clause 12.2.2(d)(i) is to be divided among the investors who select the winning combination comprising the first placed finisher in the race and any other starter. .

12.2.3 Dead-heat for first place between 2 finishers

- (a) If 2 finishers dead-heat for first place and there is no dead-heat for third place:
 - (i) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations of:
 - (A) the 2 finishers in the dead-heat for first place; and
 - (B) one of the finishers in the dead-heat for first place and the third place finisher; and
 - (C) the other finisher in the dead-heat for first place and the third place finisher; and
 - (ii) a part is to be allotted to each winning combination; and

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- (iii) for each backed winning combination, the part is to be divided among the investors on the winning combination to which the part is allotted; and
 - (iv) for each unbacked winning combination the part is to be carried forward in accordance with clause 12.2.8(b).
 - (b) If 2 finishers dead-heat for first place and 2 or more finishers dead-heat for third place:
 - (i) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations of:
 - (A) the 2 finishers in the dead-heat for first place;
 - (B) one of the finishers in the dead-heat for first place and a finisher in the dead-heat for third place; and
 - (C) the other finisher in the dead heat for first place and a finisher in the dead-heat for third place; and
 - (ii) a part is to allotted to each winning combination; and
 - (iii) a part allotted to the winning combination referred to in 12.2.3(a)(i)(B) or 12.2.3(a)(i)(C) above is to be further divided into as many equal parts as there are individual winning combinations to which that part applies and allotted to that individual winning combination; and
 - (iv) for each backed winning combination or backed individual winning combination, the part is to be divided among the investors on the winning combination or individual winning combination to which the part is allotted; and
 - (v) for each unbacked winning combination or unbacked individual winning combination the part is to be carried forward in accordance with clause 12.2.8(b).

12.2.4 Dead-heat for first place between 3 or more finishers

If 3 or more finishers dead-heat for first place:

- (a) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations

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comprising 2 of those finishers in the dead- heat for first place; and

- (b) a part is to be allotted to each winning combination; and
- (c) for each backed winning combination, the part is to be divided among the investors on the winning combination to which the part is allotted; and
- (d) for each unbacked winning combination the part is to be carried forward in accordance with clause 12.2.8(b).

12.2.5 Dead-heat for second place between 2 finishers

If 2 finishers dead-heat for second place:

- (a) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations of:
 - (A) the first placed finisher and a finisher in the dead- heat for second place;
 - (B) the first placed finisher and the other finisher in the dead-heat for second place; and
 - (C) the 2 finishers in the dead-heat for second place; and
- (b) a part is to be allotted to each winning combination; and
- (c) for each backed winning combination, the part is to be divided among the investors on the winning combination to which the part is allotted; and
- (d) for each unbacked winning combination the part is to be carried forward in accordance with clause 12.2.8(b).

12.2.6 Dead-heat for second place between 3 or more finishers

- (a) If 3 or more finishers dead-heat for second place:
 - (i) two thirds of the duet dividend pool is to be divided into as many equal parts as there are winning combinations comprising the first placed finisher and a finisher in the dead-heat for second place; and
 - (ii) one third of the duet dividend pool is to be divided into as many equal parts as there are winning combinations comprising any two of the finishers in the dead-heat for second place; and
 - (iii) a part is to be allotted to each winning combination; and

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- (iv) for each backed winning combination, the part is to be divided among the investors on the winning combination to which the part is allotted; and
- (v) for each unbacked winning combination the part is to be carried forward in accordance with clause 12.2.8(b).

12.2.7 **Dead-heat for third place between 2 or more finishers**

If 2 or more finishers dead-heat for third place:

- (a) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations of:
 - (i) the first placed finisher and the second placed finisher;
 - (ii) the first placed finisher and a finisher in the dead-heat for third place; and
 - (iii) the second placed finisher and a finisher in the dead-heat for third place; and
- (b) a part is to be allotted to each winning combination; and
- (c) a part allotted to the winning combination referred to in (a)(ii) or (a)(iii) is to be further divided into as many equal parts as there are individual winning combinations to which that part applies and allotted to that individual winning combination; and
- (d) for each backed winning combination or backed individual winning combination, the part is to be divided among the investors on the winning combination or winning individual combination to which the part is allotted; and
- (e) for each unbacked winning combination or unbacked individual winning combination the part is to be carried forward in accordance with clause 12.2.8(b).

12.2.8 **Winning combination not backed or not backed to equivalent of unit of investment**

Notwithstanding anything else in these rules, where the total of all amounts invested in a duet totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning duet combination") is less than a unit of investment for that duet totalizator or if a winning duet combination is not backed:

- (a) only the amount of the duet dividend pool determined in accordance with the following formula will be distributed among the investors on the winning duet combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the duet dividend pool which is to be distributed among the investors on the winning duet combination;

di is the total amount which would be distributed to investors on the winning duet combination under clause 12.2 if the total of all amounts invested in the duet totalizator on the winning duet combination was not less than a unit of investment for that duet totalizator so that this clause 12.2.8 did not apply. Where the winning duet combination is not backed, *di* excludes any amount in the jackpot pool for that duet totalizator under clause 12.2.1(c)(ii);

ai is the total of all amounts (if any) invested in the duet totalizator on the winning duet combination; and

ui is the unit of investment for the duet totalizator; and

- (b) there is to be carried forward and paid into the duet jackpot pool for the duet totalizator conducted on the succeeding duet race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the duet jackpot pool for the duet totalizator conducted on the succeeding duet race;

di has the meaning given to that term in clause 12.2.8(a) and

da is the total amount of the duet dividend pool which is to be distributed among the investors on the winning duet combination as determined in accordance with clause 12.2.8(a).

12.3 Deficiency in duet totalizator pool

12.3.1 Dividend where deficiency in one part of the duet totalizator pool

- (a) If:
- (i) the duet dividend pool is divided in accordance with 12.2; and
 - (ii) in not more than one part (in this clause referred to as the “deficient part”) of the duet dividend pool there is insufficient money to enable a dividend equal to the unit of investment to be declared in respect of that part; and

- (iii) the amount of the deficiency is greater than the amount deducted as Commission; then, there must, before any dividend is declared, be deducted:
 - (iv) from the part, other than the deficient part; or
 - (v) if there are 2 or more parts that are not deficient parts, from those parts in proportion to the amounts standing in those parts; an amount sufficient to enable a dividend equal to the unit of investment to be declared in respect of the deficient part, less the Commission.
- (b) The amount so deducted is to be added to the deficient part so that, if the Commission were also added to the deficient part, there would be produced in the deficient part an amount not greater than the amount required in that part to declare a dividend equal to the unit of investment.

12.3.2 Dividend where deficiency in 2 or more parts of the duet totalizator pool

- (a) If:
 - (i) the duet dividend pool is divided in accordance with 12.2; and
 - (ii) in each of 2 or more parts (in this clause referred to as the “**deficient part**”) of the duet dividend pool there is insufficient money to enable dividends equal to the unit of investment to be declared in respect of those parts; and
 - (iii) the aggregate of the amounts of those deficiencies is greater than the amount deducted as Commission; then, there must, before any dividend is declared, be deducted:
 - (iv) from the part, other than the deficient parts; or
 - (v) if there are 2 or more parts that are not deficient parts, from those parts in proportion to the amounts standing in those parts, an amount equal to the aggregate of the amounts of the deficiencies in the deficient parts, less the Commission.
- (b) The amount so deducted is to be added to the deficient part so that, if the Commission were also added to the deficient parts, there would be produced in each of the deficient parts an amount not greater than the amount required in each of those parts to declare a dividend equal to the unit of investment.

13. BIG6**13.1 BIG6 Totalizator**

TAB may by order in writing declare a combination of 6 races to be a BIG6.

13.2 Opening and termination of BIG6 totalizator pool

A BIG6 totalizator:

- (a) Must not be opened to accept bets if the number of contestants in any race of the BIG6 is less than 2; and
- (b) Must be terminated if the number of contestants in each race of the BIG6 falls below 2 at any time or if there are no finishers in each leg of the BIG6.

13.3 BIG6 pool dividends**13.3.1 Investment pool, jackpot pool and BIG6 dividend pool**

- (a) All money invested on a BIG6 totalizator is to be paid into an investment pool for that BIG6 totalizator.
- (b) For each BIG6 totalizator, there is to be a jackpot pool in which must be paid:
 - (i) any amounts, which under clause 13.3.6 are required to be carried forward to the jackpot pool of that BIG6 totalizator; and
 - (ii) the seeded jackpot amount (if any) for that BIG6 totalizator.
- (c) For each BIG 6 totalizator, there is to be a dividend pool into which is to be paid
 - (i) money invested in the investment pool for the BIG6 totalizator under clause 13.3.1(a) (less any amounts deducted as Commission), subject to clause 17 is to be paid into a BIG6 dividend pool (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that BIG6 totalizator; and
 - (iii) the pool guarantee shortfall (if any) for that BIG6 totalizator.

13.3.2 Calculation and Distribution of BIG6 dividend pool

13.3.2.1 Distribution of BIG6 dividend pool

Notwithstanding the provisions of 13.3.2.2, the following shall apply: The BIG6 dividend pool is to be divided among investors in accordance with the percentages listed below:

- (a) 90% of the amount in the dividend pool in accordance with clause 13.3.1(c)(i) plus 100% of the jackpot pool in accordance with clause 13.3.1(c)(ii) plus 100% of the pool guarantee shortfall (if any) in accordance with clause 13.3.1(c)(iii) shall be the major dividend pool;
- (b) 10% of the amount in the dividend pool in accordance with clause 13.3.1(c)(i) shall be the supplementary dividend pool.

13.3.2.2 BIG6 Pool Dividend Calculations

- (a) The major dividend pool is to be divided among the investors who select a combination comprising the first placed finishers in the 6 races of the BIG6.
- (b) The supplementary dividend pool is to be divided among the investors who select a combination comprising the first placed finishers in the first 5 scheduled races of the BIG6, and a losing selection in the remaining race of the BIG6.

13.3.3 Dead Heats

- (a) Where as a result of a dead heat in any race to which the BIG6 relates, investors on 2 or more combinations of first placed finishers become entitled to a major dividend:
 - (i) the major dividend pool is to be divided into as many equal parts as there are combinations; and
 - (ii) each part so determined shall be treated separately and allotted to each combination; and
 - (iii) for each backed combination, the major dividend pool part shall be divided among the investors on that backed combination to which the part is allotted; and
 - (iv) each unbacked combination part is carried forward to the BIG6 jackpot pool conducted on the succeeding BIG6 and in accordance with clause 13.3.6.

- (b) Where as the result of a dead heat in any event in a BIG6, investors on two or more combinations of first placed finishers become entitled to a supplementary dividend, the supplementary dividend shall be calculated by dividing the supplementary dividend pool as described in Rule 13.3.2.1 (b) equally amongst the Investors on each backed combination.

13.3.4 Non starters and substitutes

- (a) Any money invested on a combination in a BIG6 which includes a non starter in any race of the BIG6 must either:
- (i) if the relevant ticket is presented to TAB before investments have ceased to be accepted on the first race of the BIG6, be refunded to the investor; or,
 - (ii) If the money is not so refunded, be invested in accordance with subclause 13.3.4(b).
- (b) If a contestant selected in a bet on a BIG6 does not become a starter in a race (including a re-run race), the bet is deemed to be invested on a substitute selection as determined under subclause 13.3.4(c).
- (c) Where TAB receives BIG6 bets on a contestant that is a non-starter in any race in a BIG6, the BIG6 bets made on that non-starter will be deemed to be invested on the contestant in that same race ("the substitute") which has the greatest amount of money invested on it on that same race in TAB's BIG6 totalizator pool.
- (d) The substitute will be declared by TAB when the win dividend is declared payable on the race.
- (e) Where two or more contestants have equal BIG6 pool investments under the rule in clause 13.3.4(c), the contestant with the lower contestant number will be deemed to be the substitute selection for that race.
- (f) For the purposes of this clause 13.3.4(c), any determination made by the TAB as to the contestant to be substituted for a contestant which is a non-starter in a race in a BIG6 will be final and conclusive.

13.3.5 Races abandoned or postponed

- (a) Where any race in a BIG6 is abandoned, postponed until another day, declared a no race or is a walkover (whether or not it may be re-run later in the program), all selections on that race will be deemed to be first placed finishers and the BIG6 dividend pool will be divided on that basis.

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- (b) If three or more races in a BIG6 are abandoned or postponed until another day, all bets will be refunded.
 - (c) If any events selected to form part of a BIG6 are abandoned selling must cease.
 - (d) If one or two races in a BIG6 are cancelled, postponed, or abandoned, 100% of the BIG6 pool shall be available for major dividends and all selections in the affected BIG6 events shall be deemed to be winners.
 - (e) If the start time of the scheduled first leg of the BIG6 is delayed or that event is run out of order, the betting close time of the BIG6 shall be the betting close time of the first BIG6 event run for that BIG6.
 - (f) The bets referred to in Rule 13.3.5(b) shall not include any amount in the BIG6 jackpot pool for that BIG6 totalizator, which shall be carried forward and paid into the BIG6 jackpot pool for the BIG6 totalizator conducted on the succeeding BIG6.

13.3.6 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in the rules, where the total of all amounts invested in a BIG6 totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning BIG6 combination") is less than a unit of Investment for that BIG6 totalizator or if a winning BIG6 combination is not backed:

- (a) only the amount of the BIG6 dividend pool for a major or supplementary dividend as the case may be determined in accordance with the following formula, will be distributed amongst the investors on the winning BIG6 combination for the relevant major or supplementary dividend:

$$da = di \times \frac{ai}{ui}$$

where:

da is the amount of the relevant BIG6 major or supplementary dividend pool which is to be distributed among the investors on the winning BIG6 combination for the major or supplementary dividend, as the case may be;

di is the total amount which would be distributed to Investors on the winning BIG6 combination for each Dividend level if the total of BIG6 Investments for each Dividend level in respect of which a dividend is to be paid was not less than a unit of investment. Where the winning BIG6 combination for the major or supplementary dividend as the case may be is

not backed, *di* excludes any amount in the jackpot pool for that BIG6 totalizator under clause 13.3.1(c)(ii) and excludes any pool guarantee shortfall for that BIG6 totalizator under clause 13.3.1(c)(iii);

ai is in respect to a major or supplementary dividend pool, as the case may be, the total of all amounts (if any) invested in the BIG6 totalizator on the winning BIG6 combination for the relevant major or supplementary dividend.

ui is the unit of investment for the BIG6 totalizator; and

- (b) there is to be carried forward and paid into the jackpot pool for the BIG6 totalizator conducted on the succeeding BIG6 declared by TAB under clause 13.1 an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount transferred to the BIG6 jackpot pool on the succeeding BIG6;

di has the same meaning as in sub-rule (a) above;

da has the same meaning as in sub-rule (a) above.

13.3.7 Application of minimum dividend

Subsection (3) of Appendix 1, Determination of Dividend – Minimums and Fractions, does not apply in respect to dividends under these rules for BIG6 pools.

14. PARLAY BETTING

14.1 Establishment of parlay betting records

On the request of a person, TAB, or on-course totalizator, may establish a parlay betting record to enable the person to make parlay cash bets, telephone bets or device bets.

14.2 Races to which parlay bets relate

14.2.1 A parlay bet may be made in respect of:

- (a) races on which a win and place totalizator or quinella totalizator is operating; or
- (b) any other race totalizators as determined by TAB from time to time.

14.2.2 At the time of placing a parlay investment, the investor will determine the formula number that is to be applied to that bet, which must be a whole number, not less than 1 and not greater than the total number of races in the bet.

14.2.3 The maximum number of races in respect of which any one parlay bet may be made is to be as determined by TAB, or racing club conducting an on-course totalizator as applicable.

14.2.4 TAB, or racing club (as applicable) may limit the races in respect of which any one parlay bet may be made to races at the same race meeting or in any other manner as they may determine.

14.3 Dividends and refunds on parlay bets

14.3.1 Money to the credit of a parlay betting record must be transmitted to the win and place totalizator, or quinella totalizator (or other class of totalizator on which the bet is required) for the next race to which the parlay bet relates.

14.3.2 Any dividend or refund for a parlay bet must be collected by TAB, or racing club, and credited to the parlay betting record for the bet.

14.3.3 After a dividend is paid in accordance with these rules on the second or any subsequent race or event to which a parlay bet relates, the amount to be credited to the parlay betting record for the bet is to be calculated as follows:

$$A = \frac{C \times D}{U}$$

where:

“A” represents the amount to be credited;

“C” represents the amount credited to the parlay betting record in respect of the previous race to which the parlay bet relates;

“D” represents the dividend declared for the minimum unit of investment in respect of the second or subsequent race;

“U” represents the minimum bet for that race.

14.3.4 In calculating the amount to be credited pursuant to clause 14.3.3 to a parlay betting record:

- (a) fractions of cents will be disregarded; and
- (b) minimum dividend provisions apply to the calculation of the amount to be credited in the same way as they apply to the calculated amount referred to in those provisions.

14.3.5 The balance standing to the credit of a parlay betting record after the last race to which the parlay bet relates:

- (a) in the case of a parlay cash betting record, must be paid to the person concerned as if the bet were a cash bet; or

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- (b) in the case of a parlay telephone or device betting record, must be paid into the betting account of the person concerned.

14.3.6 Any money that is paid as a dividend or refund in accordance with the Act, and that remains unallocated after the calculation of the amounts payable under this clause 14.3, is to be allocated in accordance with Part 6 of the Act.

14.4 Races postponed or run out of sequence

In the event that a race to which a parlay bet relates is postponed or is run out of the sequence, TAB, or racing club conducting an on-course totalizator, must treat the race for the purposes of the parlay bet as an abandoned race.

15. WAGERING ON USA RACING EVENTS

15.1 Application

15.1.1 This clause applies to totalizators conducted by TAB on events scheduled to be held at a race meeting on any racecourse in the United States of America ("a USA racing event") and does not apply to any totalizator conducted by TAB on any other event.

15.1.2 In relation to any totalizator conducted by TAB on a USA racing event, this clause prevails over any other provision of these rules to the extent of any inconsistency.

15.2 Definitions for USA racing events

In this clause:

"coupled entry" means a single wagering interest involving 2 or more contestants entered in the same USA racing event and joined for TAB totalizator betting purposes either:

- (a) because of common ties as to ownership or training; or
- (b) as a field entry in circumstances where TAB has not exercised its discretion under clause 15.3.3 to ignore field entries,

so that a wager on 1 contestant joined in a coupled entry is a wager on all contestants joined in the same coupled entry on the basis set out in these rules;

"field entry" means two or more horses coupled for the purposes of USA totalizator betting on a USA racing event as a result of the number of contestants (counting for this purpose horses in a coupled entry as a result of common ties as to ownership or training as a single contestant) exceeding the stated capacity of the relevant USA totalizator;

"official USA order of finish" means that when satisfied that the order of finish is correct, that all timely objections have been addressed, and that the race has been properly run in accordance with the rules and regulations of

the applicable authority, the stewards will order that the official USA order of finish be confirmed and the official sign posted for the race;

“single wagering interest” means any one contestant in a race, or two or more contestants bracketed as a single TAB totalizator number as for a coupled entry;

“timely objections” means a claim of interference or other foul by a jockey, driver, trainer or owner of a horse who has reasonable grounds to believe that his or her horse was interfered with or impeded or otherwise hindered during the running of the race, or that any riding or driving rule was violated by any other jockey, driver or horse during the running of the race. Such objections must be made immediately with the clerk of scales, the stewards or their delegate before official USA order of finish has been declared. The stewards may thereupon hold an inquiry into the running of the race.

15.3 Declaration of placings

- 15.3.1 In this clause a reference to the first, second, third, fourth, fifth or sixth placed finisher in a race is a reference to the contestant declared by stewards in the official USA order of finish to be the first, second, third, fourth, fifth or sixth placed finisher in the race except as provided for in a race where field entries apply.
- 15.3.2 If more than one contestant in a coupled entry is placed or dead-heats in a USA racing event, only the highest placed finisher of the contestants in that coupled entry will be counted as a placing for the purposes of TAB totalizator betting and the other contestants in that coupled entry will be disregarded for the purposes of determining other placings in that USA racing event.
- 15.3.3 TAB at its discretion may ignore field entries and treat each contestant in field entries as a separate TAB totalizator betting contingency.
- 15.3.4 Except where field entries are required, the decision of the stewards as to the official USA order of finish is final for TAB betting purposes. Where field entries apply, TAB may subject to clause 15.3.2, declare dividends based on the actual finishing order across the line.
- 15.3.5 No rulings of the stewards or controlling body regarding the order of finish or any award of prize money after the result of the race has been declared official will affect TAB totalizator payout.
- 15.3.6 The scratching or withdrawal of one or more contestants from a coupled entry will have no effect on any wagers made on a coupled entry provided that at least one contestant in the coupled entry is declared a starter in the race.

15.4 Bracketed contestants

- 15.4.1 This clause applies to win and place, quinella, exacta, trifecta, and doubles totalizators conducted on USA racing events.

- 15.4.2 If there are contestants in a coupled entry in a USA racing event, TAB may create a sufficient number of brackets to cause each of the couplings to constitute a single totalizator number.
- 15.4.3 For the purpose of apportionment of dividends, a placegetter identified on the totalizator by a bracket number as a result of a coupled entry, is to be treated as a single wagering interest.
- 15.4.4 In a USA racing event to which clause 15.4.2 applies, where two or more finishers in the coupled entry are placed or dead-heat, they are to be treated as a single finisher and only the highest placed finisher of the contestants in that coupled entry is to be counted for the purposes of TAB totalizator betting and the other contestants in that coupled entry will be disregarded for the purposes of determining other placings in that USA Racing Event.

16. FOOTYTAB

16.1 Commission deduction

Money invested on a totalizator conducted by TAB on one or more sports betting events will be subject to a Commission deduction and to the deduction of other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5. The Commission for a footyTAB totalizator is subject to clause 17.

16.2 Definitions for footyTAB

In this clause 16,

"away team" means the team that appears last in the match description published by the controlling body (e.g. home team vs. away team);

"Double and Xtra Double" consists of a schedule of two matches in which fifteen possible margins between the number of points scored by the two teams in each match are offered;

"final score" means the number of points scored by each team at the conclusion of normal time for a match, and will not take into account any extra time played to negate a draw;

"forfeit" means the term applied to an individual or team failing to either compete in or complete the contest;

"game" means a match, or a schedule of matches nominated by TAB for the purpose of investments and which is known as either "Pick The Winners", "Pick The Margins", "Pick The Score", "Double", "Xtra Double", "Half/Full Double", "Half/Full Xtra Double", "Quad", "Quarter Quad", "Tip 8", "Tip 7" or "Win";

"Half/Full Double and Half/Full Xtra Double" consist of a schedule of two halves of a match in which fifteen possible margins between the number of points scored by the two teams are offered for each of the halves of that match;

“home team” means the team that appears first in the match description published by the controlling body (e.g. home team vs. away team);

“leading team” means the team that has a progressive score in excess of the opposing team;

“losing team” means in respect of Pick The Score, the team acquiring the lower number of points scored in each match;

“match” means a contest between two sporting teams where one is designated the home team and the other the away team;

“Pick The Margins” consists of a schedule of matches in which five possible margins between the number of points scored by the two teams in normal time in each match are offered;

“Pick The Score” consists of a match in which final score options are offered;

“Pick The Winners” consists of a schedule of matches in which one team in each match is allotted a points start;

“points” will also mean goals where the word “goals” is used to describe the scoring in any particular sport;

“points start” means the number to be added to the team’s final score for the purposes of assessing the winning team;

“Quad” consists of a schedule of four matches in which fifteen possible margins between the number of points scored by the two teams in each match are offered;

“Quarter Quad” consists of a schedule of four quarters of a match in which fifteen possible margins between the number of points scored by the two teams are offered for each of the quarters of that match;

“score range” means a defined range of points as shown in Appendix 3 from which the investor may make a selection for Pick the Margins, Win, Double, Xtra Double, Half/Full Double, Half/Full Xtra Double, Quad and Quarter Quad games;

“Tip 7” consists of a schedule of seven matches in which a home team and away team selection in each match is offered;

“Tip 8” consists of a schedule of eight matches in which a home team and away team selection in each match is offered;

“Win” consists of a match in which ten possible margins between the number of points scored by the two teams for the match are offered;

“winning margin” means the difference between the progressive scores of the two teams in a match at quarter time, half time, three quarter time, or the final score, as the case may be;

“winning team” - means:

- (a) in respect of Pick The Winners, the team acquiring the higher number of points after the addition of the points start to the number of points scored in each match; or
- (b) in respect of Pick The Margins, the team, or teams in the case of a drawn result, with the winning margin in each match; or
- (c) in respect of Pick The Score, the team acquiring the higher number of points scored in each match; or
- (d) in respect of Win, Double, Xtra Double and Quad the team, or teams in the case of a drawn result, with the winning margin in each match; or
- (e) in respect of Half/Full Double and Half/Full Xtra Double, the team, or teams in the case of a drawn result, with the winning margin at half time in the match and the winning margin at the conclusion of the match; or
- (f) in respect of Quarter Quad, the team, or teams in the case of a drawn result, with the winning margin at each respective quarter of the match and the winning margin at the conclusion of the match; or
- (g) in respect of Tip 7 or Tip 8, the team, or teams in the case of a drawn result, which is declared to be the winner of the match.

16.3 Games, investments, refunds and results

- 16.3.1 The object of the game is to select the winning teams in each of the matches which are included in that game or in the case of “Pick The Score”, to select the final score for the home team and away team respectively.
- 16.3.2 To invest on the game, the investor is required to forecast the result of each of the matches in that game, marking each forecast on an entry form so that the minimum number of forecasts made by an investor corresponds with the number of matches in the game or in the case of “Pick the Score”, a minimum of one final score.
- 16.3.3 TAB may include in any game the matches it considers appropriate.
- 16.3.4 TAB may appoint any persons it deems necessary to assess the points start and winning margins to be allotted for the purpose of the games.
- 16.3.5 (a) Where a match in a Pick The Winners, Pick the Margins or Pick The Score is abandoned or postponed to another date, the result of the game will be declared and the dividend calculated on those matches completed; provided however that if a match is subsequently completed prior to midnight

on the date on which the last match for that round was originally scheduled, then the result of the game may be declared on that day.

- (b) A Pick The Winners, Pick The Margins or Pick The Score game will be terminated and refunds will be made to all investors where:
 - (i) all the matches in the game are abandoned or postponed to another date; or
 - (ii) in respect of Pick The Winners or Pick The Margins, less than three matches in the game are completed prior to midnight on the date on which the last match for that round was originally scheduled.

16.3.6 Where any match in a Quad, Tip 8 or Tip 7 game is cancelled, postponed or abandoned, regardless of whether the match is replayed, all selections on that match shall be deemed to be selections on the winning team, and the Quad, Tip 8 or Tip 7 pools shall be divided in accordance with clauses 16.3.25, 16.3.27 and 16.3.28 respectively.

16.3.7 Where all matches in a Quad, Tip 8 or Tip 7 game are cancelled, postponed or abandoned, regardless of whether the matches are re-played, all investments on the game shall be refunded. However the investments refunded will not include any money carried from a previous Quad, Tip 8 or Tip 7 game and any such money shall be added to and form part of a subsequent Quad, Tip 8 or Tip 7 game pool.

16.3.8 Where the first match in a Double or Xtra Double game is cancelled, postponed or abandoned, regardless of whether the match is re-played, a dividend shall be determined on the result of the second match in the game whereby the dividend pool will be divided among investors in the following order of priority:

- (a) investors selecting any selection in the first match of that game and the winning team in the second match of that game;
- (b) investors selecting any selection in the first match of that game and the team which is declared the winner together with the score range or ranges nearest to the winning team in the second match of that game.

16.3.9 Where the second match in a Double or Xtra Double game is cancelled, postponed or abandoned, regardless of whether the match is replayed, a dividend shall be determined on the result of the first match in the game whereby the dividend pool will be divided among investors in the following order of priority:

- (a) investors selecting any selection in the second match of that game and the winning team in the first match of that game;

- (b) investors selecting any selection in the second match of that game and the team which is declared the winner together with the score range or ranges nearest to the winning team in the first match of that game.
- 16.3.10 Where both matches of a Double or Xtra Double game are cancelled, postponed or abandoned, regardless of whether any match is replayed, all investments on that Double or Xtra Double game shall be refunded to the investors.
- 16.3.11 Where the match of a Win game is cancelled, postponed or abandoned, regardless of whether the match is replayed, all investments on that Win game shall be refunded to the investors.
- 16.3.12 Where the match of a Quarter Quad, Half/Full Double or Half/Full Xtra Double game is cancelled, postponed or abandoned, regardless of whether the match is replayed, all investments on that Quarter Quad, Half/Full Double or Half/Full Xtra Double game shall be refunded to the investors.
- 16.3.13 In the event of one of the teams in a match forfeiting the match, the opposing team will be deemed the winning team encompassing all of the winning margins offered for that team. In the case of "Pick The Score" investors will be eligible for a refund in accordance with these rules.
- 16.3.14 Subject to this clause 16, the relevant dividend pool for the game is to be divided among those investors selecting the winning team in all matches, halves or quarters in the game, as the case may be, or in the case of "Pick The Score", the final scores for both the home team and the away team.
- 16.3.15 For the purposes of clause 16, a draw is not a score range for the purpose of conducting countbacks for Double, Xtra Double, Half/Full Double, Half/Full Xtra Double, Quad and Quarter Quad.
- 16.3.16 Where as the result of a draw in the match in a Win game, investors on two selections become entitled to a dividend:
- (a) the dividend pool shall be divided into two equal parts; and
 - (b) each part will be treated separately; and
 - (c) dividends shall be calculated by dividing each part amongst the investors on each backed selection.
- 16.3.17 Where in a match a draw occurs, both competitors shall be deemed as winners for the purposes of determining which selections are the winning team. Subject to clause 16.3.18, where as a result of a draw in any match in a Tip 8 or Tip 7 game investors on two or more combinations become entitled to a dividend:
- (a) the dividend pool shall be divided into as many equal parts as there are backed combinations; and

- (b) each part will be treated separately; and
- (c) dividends shall be calculated by dividing each part amongst the investors on each backed combination.

16.3.18 Where draws occur in more than four matches resulting in there being more than sixteen potential winning combinations in a Tip 8 or Tip 7 game, for the purpose of declaration of dividends the dividend pool shall be divided equally amongst the investors on each backed combination.

16.3.19 In the event no investor selects the winning team in all matches in "Pick The Winners", the dividend pool will be divided among investors who select the winning team in the most number of matches in the game.

16.3.20 In the event no investor selects the winning team in all matches in "Pick The Margins", the relevant dividend pool will continue to carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or
- (b) TAB determines a schedule of matches to be the last of the season whereby payout may be divided among those investors selecting the most number of winning matches in the game.

16.3.21 In the event no investor selects the final score, not being a drawn match, in respect of "Pick The Score," the dividend pool will be divided among investors in the following order of priority:

- (a) Investors selecting the winning team's score and the losing team's score plus or minus one point.
- (b) Investors selecting the winning team's score plus or minus one point and the losing team's score.
- (c) Investors selecting the winning team's score plus or minus one point and the losing team's score plus or minus one point.
- (d) Investors selecting the winning team's score and the losing team's score plus or minus two points.
- (e) Investors selecting the winning team's score plus or minus two points and the losing team's score.
- (f) Investors selecting the winning team's score plus or minus one point and the losing team's score plus or minus two points.

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- (g) Investors selecting the winning team's score plus or minus two points and the losing team's score plus or minus one point.
- (h) Investors selecting the winning team's score plus or minus two points and the losing team's score plus or minus two points.
- (i) Investors selecting the winning team's score and the losing team's score plus or minus three points.
- (j) Investors selecting the winning team's score plus or minus three points and the losing team's score.
- (k) Investors selecting the winning team's score plus or minus one point and the losing team's score plus or minus three points.
- (l) Investors selecting the winning team's score plus or minus two points and the losing team's score plus or minus three points.
- (m) Investors selecting the winning team's score plus or minus three points and the losing team's score plus or minus one point.
- (n) Investors selecting the winning team's score plus or minus three points and the losing team's score plus or minus two points.
- (o) Investors selecting the winning team's score plus or minus three points and the losing team's score plus or minus three points.
- (p) Investors selecting the winning team's score and any score for the losing team.
- (q) Investors selecting any score for the winning team and the losing team's score.
- (r) Investors selecting any score for either team.

16.3.22 In the event no investor selects the final score of a drawn match in respect of "Pick The Score", the dividend pool will be divided among investors in the following order of priority:

- (a) Investors selecting a drawn result being the home team's score plus or minus one point and the away team's score plus or minus one point.
- (b) Investors selecting a drawn result being the home team's score plus or minus two points and the away team's score plus or minus two points.

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- (c) Investors selecting a drawn result being the home team's score plus or minus three points and the away team's score plus or minus three points.
- (d) Investors selecting the home team's score and the away team's score plus or minus one point.
- (e) Investors selecting the home team's score plus or minus one point and the away team's score.
- (f) Investors selecting the home team's score plus or minus one point and the away team's score plus or minus one point, not being a drawn result selection.
- (g) Investors selecting the home team's score and the away team's score plus or minus two points.
- (h) Investors selecting the home team's score plus or minus two points and the away team's score.
- (i) Investors selecting the home team's score plus or minus one point and the away team's score plus or minus two points.
- (j) Investors selecting the home team's score plus or minus two points and the away team's score plus or minus one point.
- (k) Investors selecting the home team's score plus or minus two points and the away team's score plus or minus two points, not being a drawn result selection.
- (l) Investors selecting the home team's score and the away team's score plus or minus three points.
- (m) Investors selecting the home team's score plus or minus three points and the away team's score.
- (n) Investors selecting the home team's score plus or minus one point and the away team's score plus or minus three points.
- (o) Investors selecting the home team's score plus or minus two points and the away team's score plus or minus three points.
- (p) Investors selecting the home team's score plus or minus three points and the away team's score plus or minus one point.
- (q) Investors selecting the home team's score plus or minus three points and the away team's score plus or minus two points.
- (r) Investors selecting the home team's score plus or minus three points and the away team's score plus or minus three points, not being a drawn result selection.

- (s) Investors selecting the home team's score and any score for the away team.
- (t) Investors selecting any score for the home team and the away team's score.
- (u) Investors selecting any score for either team.

16.3.23 Subsection (3) of the minimum dividend provisions set out in Appendix 1 does not apply in respect to dividends under these rules for sports betting events.

16.3.24 In the event no investor selects the winner in a Win game, the dividend pool will be refunded to investors.

16.3.25 In the event no investor selects the winning team in all matches in a Quad game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be dividend among investors in the following order of priority:
 - (i) investors selecting the winning teams in any three matches in the game and the team which is declared the winner of the other match in the game irrespective of score range;
 - (ii) investors selecting the winning teams in any two matches in the game and the teams which are declared the winners of the other two matches in the game irrespective of score range;
 - (iii) investors selecting the winning team in any match of the game and the teams which are declared the winners of the other three matches in the game irrespective of score range;
 - (iv) investors selecting the teams which are declared the winners in each of the four matches in the game, irrespective of score range;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors.

16.3.26 In the event no investor selects the winning team in all four quarters of a Quarter Quad game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all four quarters of the match in a game; or

- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be dividend among investors in the following order of priority:
- (i) investors selecting the winning team at the end of each of the first three quarters of the match, and the team that is declared the winner at the end of the fourth quarter in the match, irrespective of score range;
 - (ii) investors selecting the winning team at the end of each of the first three quarters of the match, and any selection in the fourth quarter in the match;
 - (iii) investors selecting the winning team at the end of each of the first two quarters of the match, the team that is leading at the end of the third quarter of the match, irrespective of score range, and the team that is declared the winner at the end of the fourth quarter in the match, irrespective of score range;
 - (iv) investors selecting the winning team at the end of the first quarter of the match, the teams that are leading at the end of the second and third quarters of the match, irrespective of score range, and the team that is declared the winner at the end of the fourth quarter in the match, irrespective of score range;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors.

16.3.27 In the event no investor selects the winning team in all matches in a Tip 8 game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be dividend among investors in the following order of priority:
 - (i) investors selecting the winning team in any seven matches;
 - (ii) investors selecting the winning team in any six matches;
 - (iii) investors selecting the winning team in any five matches;

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- (iv) investors selecting the winning team in any four matches;
- (v) investors selecting the winning team in any three matches;
- (vi) investors selecting the winning team in any two matches;
- (vii) investors selecting the winning team in any match;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors. Any previously carried forward jackpot will carry forward to the next round of betting.

16.3.28 In the event no investor selects the winning team in all matches in a Tip 7 game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be dividend among investors in the following order of priority:
 - (i) investors selecting the winning team in any six matches;
 - (ii) investors selecting the winning team in any five matches;
 - (iii) investors selecting the winning team in any four matches;
 - (iv) investors selecting the winning team in any three matches;
 - (v) investors selecting the winning team in any two matches;
 - (vi) investors selecting the winning team in any match;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors. Any previously carried forward jackpot will carry forward to the next round of betting.

16.3.29 In the event no investor selects the winning team in all matches in a Double or Xtra Double game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or

- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be dividend among investors in the following order of priority:
- (i) investors selecting the team which is declared the winner and the score range or ranges closest to the winning team in the match that TAB specifies to be the first match of the game, and the winning team in the match that TAB specifies to be the second match of the game;
 - (ii) investors selecting the team which is declared the winner and the score range or ranges closest to the winning team in the match that TAB specifies to be the second match of the game, and the winning team in the match that TAB specifies to be the first match of the game;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors. Any previously carried forward jackpot will carry forward to the next round of betting.

16.3.30 In the event no investor selects the winning team in both halves of a Half/Full Double or Half/Full Xtra Double game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in both halves of the match in a game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be dividend among investors in the following order of priority:
 - (i) investors selecting the team that is leading and the score range or ranges closest to the winning team in the first half of the match and the winning team in the second half of the match;
 - (ii) investors selecting the team that is leading and the score range or ranges closest to the winning team in the second half of the match and the winning team in the first half of the match;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors. Any previously carried forward jackpot will carry forward to the next round of betting.

- 16.3.31 (a) In the event of any match extending into extra time in accordance with the rules governing the particular contest, TAB will not take into account any points scored during that period for the purposes of determining the result of the match.

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- (b) TAB will not take into account any points scored during a penalty shoot out for the purposes of determining the result of the match.

16.3.32 In the event of any match being replayed for any reason clause 3.3.2(b) applies.

16.3.33 Winning Combination not backed to equivalent of unit of investment.

- (a) Subject to clause 16.3.33(b), where the total of all amounts invested in a Pick The Margins totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning Pick The Margins combination") is less than a unit of investment for that Pick The Margins totalizator and TAB has declared there is a Pick The Margins totalizator scheduled on the next round of betting:

- (i) only the amount of the Pick The Margins dividend pool determined in accordance with the following formula will be distributed among the investors on the winning Pick The Margins combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the dividend pool which is to be distributed among the investors on the winning Pick The Margins combination;

di is the total amount which would be distributed to investors on the winning Pick The Margins combination under this clause if the total of all amounts invested in the Pick The Margins totalizator on the winning Pick The Margins combination was not less than a unit of investment for that Pick The Margins totalizator so that this clause 16.3.33 did not apply;

ai is the total of all amounts invested in the Pick The Margins totalizator on the winning Pick The Margins combination; and

ui is the unit of investment for the Pick The Margins totalizator; and

- (ii) there is to be carried forward and paid into the jackpot pool for the Pick The Margins totalizator conducted on the next round of betting declared by TAB an amount calculated in accordance with the following formula:

$$cf = di - da$$

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where:

cf is the amount carried forward and paid into the jackpot pool for the Pick The Margins totalizator conducted on the next round of betting declared by TAB;

di has the meaning given to that term in clause 16.3.33(a)(i); and

da is the total amount of the dividend pool which is to be distributed among the investors on the winning Pick The Margins combination as determined in accordance with clause 16.3.33(a)(i).

- (b) where the total of all amounts invested in a Pick The Margins totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning Pick The Margins combination") is less than a unit of investment for that Pick The Margins totalizator and there is no Pick The Margins totalizator scheduled on the next round of betting, the full dividend pool is to be distributed amongst the investors on the winning Pick The Margin combination.

17. COMMISSION DEDUCTIONS

17.1 Relevant maximum percentage of commission

- 17.1.1 The relevant maximum percentage of the Commission deducted is set out in the table below.

17.2 Commission Rate Table

- 17.2.1 The amounts prescribed in the table below are expressed as a percentage of the total amounts invested in the class or description of the totalizator concerned and, in accordance with Part 6 of the Act.

<u>Class/Description</u>	<u>Commission Rate</u> (when <u>not</u> hosting international pools)	<u>Commission Rate</u> (when hosting international pools)
Win	14.5%	14.5%
Place	14.25%	14.25%
Quinella	14.75%	25%
Exacta	16.5%	25%
Trifecta	21%	25%
Doubles	17%	25%

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First 4	22.5%	25%
Quaddie	20%	25%
Duet	14.5%	25%
footyTab	25%	25%
BIG6	25%	25%

APPENDIX 1 - DETERMINATION OF DIVIDEND - MINIMUMS & FRACTIONS

- (1) In this section:

“the calculated amount”, in relation to an event or contingency in relation to which a totalizator was used, means the amount which would, but for subsections (3), (5) and (6), be payable by way of dividend in respect of that event or contingency;

“the payable dividend”, in relation to an event or contingency in relation to which a totalizator was used, means the amount to be paid by way of dividend in respect of that event or contingency.

- (2) Subject to subsections (3) and (5), the calculated amount in relation to an event or contingency in relation to which a totalizator was used shall, after any adjustment required to be made by subsection (6), be the payable dividend in relation to that event or contingency.
- (3) Subject to subsection (4), where the calculated amount in respect of an event or contingency in relation to which a totalizator was used is:
- (a) equal to or less than the unit of investment for that event or contingency; or
 - (b) more than that unit but less than the sum of that unit and 5 cents, the payable dividend shall be an amount equal to one hundred and four per centum of that unit (**“minimum dividend”**).
- (4) Subsection (3) does not apply:
- (a) to an event or contingency in circumstances where:
 - (i) 2 or more starters fill a place (including first place) in the event or contingency; and
 - (ii) a pool or part of a pool (ascertained in respect of that place in accordance with this Act, the regulations or the rules) is required to be divided among the starters filling that place; or
 - (b) if as a result of subsection (3) the dividend payable on a further contingency or contingencies would also be subject to subsection (3) and the total amount of dividends payable would exceed the total amount paid into the pool (less any amounts refundable); or
 - (c) to a win and place, quinella, exacta, duet, trifecta, first 4, doubles and quaddie totalizator if the total amount of the dividends payable in accordance with the rules for that type of totalizator would exceed the total amount paid into the totalizator (less any amounts refundable to investors); or
 - (d) to the place pool of a win and place totalizator:
 - (i) if the total money invested on any one of the placed contestants in respect of which a dividend is payable under clause 5.3 of the rules

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- (place pool 2 dividend race) is more than 50% of the sum of the place pool and any amount deducted as Commission; or
- (ii) if the total money invested on any one of the placed contestants in respect of which a dividend is payable under clause 5.4 of the rules (place pool 3 dividend race) is more than 40% of the sum of the place pool and any amount deducted as Commission; or
- (e) to the duet pool of a duet totalizator if the total money invested on any combination in respect of which a dividend is payable under clause 12.2 of the rules is more than 40% of the sum of the duet pool and any amount deducted as Commission; or
- (f) where the Rules provide that subsection (3) of the minimum dividend provisions does not apply.
- (5) In any circumstances referred to in subsection (4), where the calculated amount in respect of an event or contingency in relation to which a totalizator was used is less than the unit of investment for that event or contingency, the payable dividend in respect of that event or contingency shall, except in respect to BIG6 dividends, be an amount equal to that unit.
- (6) If, had this subsection not been enacted, the calculated amount would have been, by reason of the operation of subsection (2), the payable dividend in relation to any event or contingency, then:
- (a) where the unit of investment for that event or contingency is fifty cents or one dollar and the calculated amount includes a number of cents that comes within a description specified in the first column of the table to this subsection, that number shall be regarded as the number of cents specified opposite that description in the second column of that table; or
- (b) where the unit of investment for that event or contingency is any other amount and the calculated amount includes a fraction of a dollar, that fraction shall be dealt with as prescribed by the rules under this Act, and the calculated amount shall be adjusted accordingly.

TABLE

First Column	Second Column
Less than 5	Nil
5 or more but less than 10	5
10 or more but less than 15	10
15 or more but less than 20	15
20 or more but less than 25	20
25 or more but less than 30	25
30 or more but less than 35	30
35 or more but less than 40	35
40 or more but less than 45	40

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45 or more but less than 50	45
50 or more but less than 55	50
55 or more but less than 60	55
60 or more but less than 65	60
65 or more but less than 70	65
70 or more but less than 75	70
75 or more but less than 80	75
80 or more but less than 85	80
85 or more but less than 90	85
90 or more but less than 95	90
95 or more	95

- (7) Where by reason of subsection (3) there is insufficient money for payment of the dividends in respect of the event or contingency in respect of which a totalizator was used, the deficiency shall be paid by TAB.

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APPENDIX 2 - BAD SALES

Determination under clause 2.6.5(b)(iii)

Adjustment for late cancellation of bets (bad sales) made in accordance with rule 2.6.5 "Cancellation for errors on betting tickets" actioned after close of betting and transmission of final collations to TAB and up to the declaration of "all clear" or "correct weight", will be accepted on the condition that such bad sales are not less than the following amounts for any one bet:

Win and Place - \$200.00

Quinella, Exacta, Duet & Doubles - \$ 50.00

Trifecta, First 4, Quaddie, BIG6, &, FootyTAB — No Limit

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APPENDIX 3- SELECTION NUMBERS AND SCORE RANGES FOR SPORTS TOTALIZATOR

NRL PICK THE MARGINS

SELECTIONS	HOME TEAM TO WIN/LEAD BY	SELECTIONS	AWAY TEAM TO WIN BY
1	Score Range 1 - 12	4	Score Range 1 - 12
2	Score Range 13+	5	Score Range 13+
3	DRAWN GAME/TIED SCORES		

AFL WIN

SELECTIONS	HOME TEAM TO WIN/LEAD BY	SELECTIONS	AWAY TEAM TO WIN BY
1	Score Range 0 - 12	6	Score Range 0 - 12
2	Score Range 13 - 24	7	Score Range 13 - 24
3	Score Range 25 - 42	8	Score Range 25 - 42
4	Score Range 43 - 60	9	Score Range 43 - 60
5	Score Range 61+	10	Score Range 61+

AFL DOUBLE, AFL XTRA DOUBLE, AFL HALF/FULL DOUBLE, AFL HALF/FULL XTRA DOUBLE, AFL QUAD AND AFL QUARTER QUAD

SELECTIONS	HOME TEAM TO WIN/LEAD BY	SELECTIONS	AWAY TEAM TO WIN BY
1	Score Range 0 - 12	9	Score Range 0 - 12
2	Score Range 13 - 24	10	Score Range 13 - 24
3	Score Range 25 - 36	11	Score Range 25 - 36
4	Score Range 37 - 48	12	Score Range 37 - 48
5	Score Range 49 - 60	13	Score Range 49 - 60
6	Score Range 61 - 72	14	Score Range 61 - 72
7	Score Range 73+	15	Score Range 73+
8	DRAWN GAME/TIED SCORES	16	

GOLDEN DOMESTIC TOTALIZATOR RULES

1. PRELIMINARY

- 1.1 These Rules are made under Part 4 of the Totalizator Act 1997 and apply to domestic totalizators in respect of the conduct of golden domestic quinella, exacta, doubles and trifecta totalizators.
- 1.2 These Rules are to be read in conjunction with the Totalizator Rules made under the Totalizator Act 1997 as approved by the Minister. Note that clauses within the Totalizator Rules relating to quinella totalizators (clause 6), exacta totalizators (clause 7), trifecta totalizators (clause 8) or doubles totalizators (clause 10) do not apply to golden domestic quinella totalizators, golden domestic exacta totalizators, golden domestic trifecta totalizators or golden domestic doubles totalizators.
- 1.3 These Rules commence on 23 June 2013 and replace the Golden Domestic Totalizator Rules which are repealed on that date.

2. DEFINITIONS

In these Rules:

domestic totalizator means a totalizator conducted by a New South Wales race club on any race meeting or betting pool upon which TAB Limited does not conduct an off course totalizator.

domestic double means a double on which a domestic totalizator operates.

domestic exacta race means an exacta race on which a domestic totalizator operates.

domestic quinella race means a quinella race on which a domestic totalizator operates.

domestic trifecta race means a trifecta race on which a domestic totalizator operates.

golden domestic double means a domestic double which is declared to be a golden domestic double under clause 6.1.2 of these Rules.

golden domestic exacta race means a domestic exacta race which is declared to be a golden domestic exacta race under clause 5.1.2 of these Rules.

golden domestic quinella race means a domestic quinella race which is declared to be a golden domestic quinella race under clause 4.1.2 of these Rules.

golden domestic trifecta race means a domestic trifecta race which is declared to be a golden domestic trifecta race under clause 3.1.2 of these Rules.

golden domestic doubles totalizator means a domestic totalizator used to enable persons to invest money on a golden domestic double.

golden domestic exacta totalizator means a domestic totalizator used to enable persons to invest money on a golden domestic exacta race.

golden domestic quinella totalizator means a domestic totalizator used to enable persons to invest money on a golden domestic quinella race.

golden domestic trifecta totalizator means a domestic totalizator used to enable persons to invest money on a golden domestic trifecta race.

succeeding domestic double means in relation to a golden domestic double:

- (a) the next domestic double of the same double type and same code conducted by the race club which conducted the initial golden domestic double; or
- (b) if a race club which conducted the initial golden domestic double is not scheduled to conduct any further race meetings within six (6) months of the date of the initial double, the succeeding domestic double shall be of the same double type and same code conducted by a race club selected by the controlling body of that code.

succeeding domestic exacta race means in relation to a golden domestic exacta race:

- (a) the next domestic exacta race of the same code conducted by the race club which conducted the initial golden domestic exacta race; or
- (b) if a race club which conducted the initial golden domestic exacta race is not scheduled to conduct any further race meetings within six (6) months of the date of the initial race, the succeeding domestic exacta race shall be of the same code conducted by a race club selected by the controlling body of that code.

succeeding domestic quinella race means in relation to a golden domestic quinella race:

- (a) the next domestic quinella race of the same code conducted by the race club which conducted the initial golden domestic quinella race; or
- (b) if a race club which conducted the initial golden domestic quinella race is not scheduled to conduct any further race meetings within six (6) months of the date of the initial race, the succeeding domestic quinella race shall be of the same code conducted by a race club selected by the controlling body of that code.

succeeding domestic trifecta race means in relation to a golden domestic trifecta race:

- (a) the next domestic trifecta race of the same code conducted by the race club which conducted the initial golden domestic trifecta race; or
- (b) if a race club which conducted the initial golden domestic trifecta race is not scheduled to conduct any further race meetings within six (6) months of the date of the initial race, the succeeding domestic trifecta race shall be of the same code conducted by a race club selected by the controlling body of that code.

Totalizator Rules means those Rules approved by the Minister in accordance with section 54 of the Totalizator Act 1997.

3. GOLDEN DOMESTIC TRIFECTA TOTALIZATOR**3.1 GOLDEN DOMESTIC TRIFECTA RACE****3.1.1 Minimum number of contestants**

A golden domestic trifecta totalizator may only be opened on a race in which there are 3 or more contestants.

3.1.2 Requirement to declare a golden domestic trifecta race

If any race club conducts domestic trifecta totalizator betting at a race meeting, the last scheduled domestic trifecta race at that race meeting with 3 or more contestants must be declared in writing to be a golden domestic trifecta race.

3.1.3 Requirement that declaration be published

Details of the declaration referred to in clause 3.1.2 herein must be:

- (a) published in the official race book for the relevant race meeting; and
- (b) prominently displayed adjacent to totalizator selling points on course.

3.1.4 Prohibition against conduct of alternate trifecta totalizator

Only a golden domestic trifecta totalizator may be conducted on any race which is declared to be a golden domestic trifecta race.

3.1.5 Termination of investment pool

A golden domestic trifecta totalizator investment pool must be terminated if the number of contestants in the race falls below 3 at any time before the start of the race.

In such circumstances the whole of the investment pool must be refunded in terms of clause 3.3.1 herein.

3.1.6 Abandoned race

A golden domestic trifecta totalizator investment pool must be terminated if the race is abandoned or postponed to another date.

In such circumstances the whole of the investment pool must be refunded in terms of clause 3.3.1 herein.

Where a domestic trifecta race investment pool is terminated and all subsequent races at that race meeting are abandoned or postponed, the investment pool and jackpot pool shall be dispersed in accordance with clause 3.3.1 herein.

3.1.7 Declaration of a no race - golden domestic trifecta race

This clause applies where a golden domestic trifecta race is declared a no race.

- (a) If the golden domestic trifecta race is re-run at that meeting, investments (net of any refunds for scratchings) shall be transferred to the re-run.
- (b) If the golden domestic trifecta race is not re-run at that meeting, the whole amount of the investment pool is to be refunded in full to the investors. That is, there is to be no deduction of any commission. In the case of any jackpot pool which was carried over to that race, clause 3.3.1 applies.

3.1.8 Amount of commission to be deducted

In the case of a golden domestic trifecta totalizator the applicable rate of commission shall be the same as that advised to the Minister by the race club with respect to the trifecta totalizator as required by condition 21 of its Club On-course License issued under the Totalizator Act 1997.

3.2 DIVIDENDS**3.2.1 Jackpot pool**

For each golden domestic trifecta totalizator there is to be a jackpot pool into which must be paid any amounts which under clause 8.2.2 or clause 8.2.7 of the Totalizator Rules are required to be carried forward to the jackpot pool of that totalizator.

3.2.2 Investment pool

Money invested on a golden domestic trifecta race is to be paid into an investment pool.

3.2.3 Dividend pool

For each golden domestic trifecta race there is to be a dividend pool into which there is to be paid:

- (a) any amount contained in the jackpot pool for the race; and
- (b) the amount remaining in the investment pool after deductions relating to:
 - (i) any amounts of commission pursuant to Part 6 of the Totalizator Act 1997; and
 - (ii) any refunds on scratchings.

3.2.4 Distribution of dividend pool generally

- (a) In the case of a golden domestic trifecta race the dividend pool is:
 - (i) to be divided among investors on the combination comprising the winner, second and third finisher in correct order; or
 - (ii) if there are no investors on the combination in (i) above, to be divided among investors who have selected, in the order specified, the first of the following combinations that is backed;
 - (a) winner, third, second;
 - (b) second, winner, third;
 - (c) second, third, winner;
 - (d) third, winner, second;
 - (e) third, second, winner;
 - (f) winner, second, any other starter;
 - (g) winner, third, any other starter;
 - (h) second, winner, any other starter;
 - (i) second, third, any other starter;
 - (j) third, winner, any other starter;
 - (k) third, second, any other starter;
 - (l) winner, any other 2 starters;

- (m) second, any other 2 starters;
 - (n) third, any other 2 starters.
- (b) If 2 or more finishers dead-heat for a place, each is taken to have filled the place it was declared by the judge to fill and such number of succeeding places as is equal to the number of those finishers less one.
- (c) If a combination specified in (a)(ii) above includes 2 or more finishers that dead-heat for a place:
 - (i) the dividend pool is to be divided into as many equal parts as there are backed combinations, in the correct order; and
 - (ii) each part is to be divided among the investors on each such combination.
- (d) In the case of a golden domestic trifecta race in which there are two finishers only, the dividend pool is to be divided among investors who have selected, in the order specified, the first of the following combinations that is backed;
 - (i) winner, second, any other starter;
 - (ii) second, winner, any other starter;
 - (iii) winner, any other 2 starters;
 - (iv) second, any other 2 starters.
- (e) In the case of a golden domestic trifecta race in which there is one finisher only, the dividend pool is to be divided among investors who have selected the winner and any other 2 starters.

3.2.5 No winning combination backed

In the event that no winning combination is backed, the investment pool shall be refunded and any amount remaining in the jackpot pool shall be carried forward to the jackpot pool for the succeeding domestic trifecta race.

3.3 REFUNDS

3.3.1 Termination of investment pool

If an investment pool for a golden domestic trifecta race is terminated under these Rules, the whole amount of the investment pool (net of any refunds for scratchings) is to be refunded in full to the investors. That is, there is to be no deduction of any commission. The jackpot pool is to be carried over to the succeeding domestic trifecta race.

3.3.2 Non-starters

If a combination of contestants on which money has been invested includes a contestant that does not become a starter in a race (including a re-run race) the money invested on the combination must be refunded in full to investors.

4. GOLDEN DOMESTIC QUINELLA TOTALIZATOR

4.1 GOLDEN DOMESTIC QUINELLA RACE

4.1.1 Minimum number of contestants

A golden domestic quinella totalizator may only be opened on a race in which there are 3 or more contestants.

4.1.2 Requirement to declare a golden domestic quinella race

If any race club conducts domestic quinella totalizator betting at a race meeting, the last scheduled domestic quinella race at that race meeting with 3 or more contestants must be declared in writing to be a golden domestic quinella race.

4.1.3 Requirement that declaration be published

Details of the declaration referred to in clause 4.1.2 herein must be:

- (a) published in the official race book for the relevant race meeting; and
- (b) prominently displayed adjacent to totalizator selling points on course.

4.1.4 Prohibition against conduct of alternate quinella totalizator

Only a golden domestic quinella totalizator may be conducted on any race which is declared to be a golden domestic quinella race.

4.1.5 Termination of investment pool

A golden domestic quinella totalizator investment pool must be terminated if the number of contestants in the race falls below 3 at any time before the start of the race.

In such circumstances the whole of the investment pool must be refunded in terms of clause 4.3.1 herein.

4.1.6 Abandoned race

A golden domestic quinella totalizator investment pool must be terminated if the race is abandoned or postponed to another date.

In such circumstances the whole of the investment pool must be refunded in terms of clause 4.3.1 herein.

Where a domestic quinella race investment pool is terminated and all subsequent races at that race meeting are abandoned or postponed, the investment pool and jackpot pool shall be dispersed in accordance with clause 4.3.1 herein.

4.1.7 Declaration of a no race - golden domestic quinella race

This clause applies where a golden domestic quinella race is declared a no race.

- (a) If the golden domestic quinella race is re-run at that meeting, investments (net of any refunds for scratchings) shall be transferred to the re-run.
- (b) If the golden domestic quinella race is not re-run at that meeting, the whole amount of the investment pool is to be refunded in full to the investors. That is, there is to be no deduction of any commission. In the case of any jackpot pool which was carried over to that race, clause 4.3.1 applies

4.1.8 Amount of commission to be deducted

In the case of a golden domestic quinella totalizator the applicable rate of commission shall be the same as that advised to the Minister by the race club with respect to the quinella totalizator as required by condition 21 of its Club On-course License issued under the Totalizator Act 1997.

4.2 DIVIDENDS

4.2.1 Jackpot pool

For each golden domestic quinella totalizator there is to be a jackpot pool into which must be paid any amounts which under clause 6.2.2 or clause 6.2.6 of the Totalizator Rules are required to be carried forward to the jackpot pool of that totalizator.

4.2.2 Investment pool

Money invested on a golden domestic quinella race is to be paid into an investment pool.

4.2.3 Dividend pool

For each golden domestic quinella race there is to be a dividend pool into which there is to be paid:

- (a) any amount contained in the jackpot pool for the race; and
- (b) the amount remaining in the investment pool after deductions relating to
 - (i) any amounts of commission pursuant to Part 6 of the Totalizator Act 1997; and
 - (ii) any refunds on scratchings.

4.2.4 Distribution of dividend pool generally

- (a) In the case of a golden domestic quinella race the dividend pool is:
 - (i) to be divided among investors on the combination comprising the first and second placed finisher irrespective of order; or
 - (ii) if there are no investors on the combination in (i) above, to be divided among investors who have selected, in the order specified, the first of the following combinations that is backed;
 - (a) first and third placed finisher irrespective of order;
 - (b) second and third placed finisher irrespective of order;
- (b) If 2 or more finishers dead-heat for a place, each is taken to have filled the place it was declared by the judge to fill and such number of succeeding places as is equal to the number of those finishers less one.
- (c) If a combination specified in (a)(ii) above includes 2 or more finishers that dead-heat for a place:
 - (i) the dividend pool is to be divided into as many equal parts as there are backed combinations; and
 - (ii) each part is to be divided among the investors on each such combination.
- (d) In the case of a golden domestic quinella race in which there is one finisher only, the dividend pool is to be divided among investors who have selected the winner and any other starter irrespective of order.

4.2.5 No winning combination backed

In the event that no winning combination is backed, the investment pool shall be refunded and any amount remaining in the jackpot pool shall be carried forward to the jackpot pool for the succeeding domestic quinella race.

4.3 **REFUNDS**

4.3.1 **Termination of investment pool**

If an investment pool for a golden domestic quinella race is terminated under these Rules, the whole amount of the investment pool (net of any refunds for scratchings) is to be refunded in full to the investors. That is, there is to be no deduction of any commission. The jackpot pool is to be carried over to the succeeding domestic quinella race.

4.3.2 **Non-starters**

If a combination of contestants on which money has been invested includes a contestant that does not become a starter in a race (including a re-run race) the money invested on the combination must be refunded in full to investors.

5. **GOLDEN DOMESTIC EXACTA TOTALIZATOR**

5.1 **GOLDEN DOMESTIC EXACTA RACE**

5.1.1 **Minimum number of contestants**

A golden domestic exacta totalizator may only be opened on a race in which there are 2 or more contestants.

5.1.2 **Requirement to declare a golden domestic exacta race**

If any race club conducts domestic exacta totalizator betting at a race meeting, the last scheduled domestic exacta race at that race meeting with 2 or more contestants must be declared in writing to be a golden domestic exacta race.

5.1.3 **Requirement that declaration be published**

Details of the declaration referred to in clause 5.1.2 herein must be:

- (a) published in the official race book for the relevant race meeting; and
- (b) prominently displayed adjacent to totalizator selling points on course.

5.1.4 **Prohibition against conduct of alternate exacta totalizator**

Only a golden domestic exacta totalizator may be conducted on any race which is declared to be a golden domestic exacta race.

5.1.5 **Termination of investment pool**

A golden domestic exacta totalizator investment pool must be terminated if the number of contestants in the race falls below 2 at any time before the start of the race.

In such circumstances the whole of the investment pool must be refunded in terms of clause 5.3.1 herein.

5.1.6 **Abandoned race**

A golden domestic exacta totalizator investment pool must be terminated if the race is abandoned or postponed to another date.

In such circumstances the whole of the investment pool must be refunded in terms of clause 5.3.1 herein.

Where a domestic exacta race investment pool is terminated and all subsequent races at that race meeting are abandoned or postponed, the investment pool and jackpot pool shall be dispersed in accordance with clause 5.3.1 herein.

5.1.7 Declaration of a no race - golden domestic exacta race

This clause applies where a golden domestic exacta race is declared a no race.

- (a) If the golden domestic exacta race is re-run at that meeting, investments (net of any refunds for scratchings) shall be transferred to the re-run.
- (b) If the golden domestic exacta race is not re-run at that meeting, the whole amount of the investment pool is to be refunded in full to the investors. That is, there is to be no deduction of any commission. In the case of any jackpot pool which was carried over to that race, clause 5.3.1 applies

5.1.8 Amount of commission to be deducted

In the case of a golden domestic exacta totalizator the applicable rate of commission shall be the same as that advised to the Minister by the race club with respect to the exacta totalizator as required by condition 21 of its Club On-course License issued under the Totalizator Act 1997.

5.2 DIVIDENDS

5.2.1 Jackpot pool

For each golden domestic exacta totalizator there is to be a jackpot pool into which must be paid any amounts which under clause 7.2.2 or clause 7.2.6 of the Totalizator Rules are required to be carried forward to the jackpot pool of that totalizator.

5.2.2 Investment pool

Money invested on a golden domestic exacta race is to be paid into an investment pool.

5.2.3 Dividend pool

For each golden domestic exacta race there is to be a dividend pool into which there is to be paid:

- (a) any amount contained in the jackpot pool for the race; and
- (b) the amount remaining in the investment pool after deductions relating to
 - (i) any amounts of commission pursuant to Part 6 of the Totalizator Act 1997; and
 - (ii) any refunds on scratchings.

5.2.4 Distribution of dividend pool generally

- (a) In the case of a golden domestic exacta race the dividend pool is:
 - (i) to be divided among investors on the combination comprising the first and second placed finisher in the correct order; or

- (ii) if there are no investors on the combination in (i) above, to be divided among investors who have selected, in the order specified, the first of the following combinations that is backed
 - (a) second and first placed finisher in the correct order;
 - (b) first and third placed finisher in the correct order;
 - (c) third and first placed finisher in the correct order;
 - (d) second and third placed finisher in the correct order;
 - (e) third and second placed finisher in the correct order;
- (b) If 2 or more finishers dead-heat for a place, each is taken to have filled the place it was declared by the judge to fill and such number of succeeding places as is equal to the number of those finishers less one.
- (c) If a combination specified in (a)(ii) above includes 2 or more finishers that dead-heat for a place:
 - (i) the dividend pool is to be divided into as many equal parts as there are backed combinations; and
 - (ii) each part is to be divided among the investors on each such combination.
- (d) In the case of a golden domestic exacta race in which there is one finisher only, the dividend pool is to be divided among investors who have selected the winner and any other starter irrespective of order.

5.2.5 No winning combination backed

In the event that no winning combination is backed, the investment pool shall be refunded and any amount remaining in the jackpot pool shall be carried forward to the jackpot pool for the succeeding domestic exacta race.

5.3 REFUNDS

5.3.1 Termination of investment pool

If an investment pool for a golden domestic exacta race is terminated under these Rules, the whole amount of the investment pool (net of any refunds for scratchings) is to be refunded in full to the investors. That is, there is to be no deduction of any commission. The jackpot pool is to be carried over to the succeeding domestic exacta race.

5.3.2 Non-starters

If a combination of contestants on which money has been invested includes a contestant that does not become a starter in a race (including a re-run race) the money invested on the combination must be refunded in full to investors.

6. GOLDEN DOMESTIC DOUBLES TOTALIZATOR

6.1 GOLDEN DOMESTIC DOUBLE

6.1.1 Minimum number of contestants

A golden domestic doubles totalizator may only be opened on a double for which there are 2 or more contestants in each leg of the double.

6.1.2 Requirement to declare a golden domestic double

If any race club conducts domestic doubles totalizator betting at a race meeting, the last scheduled domestic double at that race meeting with 2 or more contestants in each leg of the double must be declared in writing to be a golden domestic double.

6.1.3 Requirement that declaration be published

Details of the declaration referred to in clause 6.1.2 herein must be:

- (a) published in the official race book for the relevant race meeting; and
- (b) prominently displayed adjacent to totalizator selling points on course.

6.1.4 Prohibition against conduct of alternate doubles totalizator

Only a golden domestic doubles totalizator may be conducted on any double which is declared to be a golden domestic double.

6.1.5 Termination of investment pool

A golden domestic doubles totalizator investment pool must be terminated if the number of contestants in each leg of the double falls below 2 at any time before the start of the first leg of the double.

In such circumstances the whole of the investment pool must be refunded in terms of clause 6.3.1 herein.

6.1.6 Abandoned race

A golden domestic doubles totalizator investment pool must be terminated if both legs of the double are abandoned or postponed to another date.

In such circumstances the whole of the investment pool must be refunded in terms of clause 6.3.1 herein.

Where a domestic double investment pool is terminated and all subsequent doubles at that race meeting have both legs abandoned or postponed, the investment pool and jackpot pool shall be dispersed in accordance with clause 6.3.1 herein.

6.1.7 Declaration of a no race - golden domestic double

This clause applies where a golden domestic double includes a leg that is declared a no race.

- (a) If the leg of the golden domestic double is re-run at that meeting, investments shall be transferred to the golden domestic double including the re-run leg.
- (b) If the leg of the golden domestic double is not re-run at that meeting, the whole amount of the investment pool is to be refunded in full to the investors. That is, there is to be no deduction of any commission. In the case of any jackpot pool which was carried over to that double, clause 6.3.1 applies.

6.1.8 Amount of commission to be deducted

In the case of a golden domestic doubles totalizator the applicable rate of commission shall be the same as that advised to the Minister by the race club with respect to the doubles totalizator as required by condition 21 of its Club On-course License issued under the Totalizator Act 1997.

6.2 DIVIDENDS

6.2.1 Jackpot pool

For each golden domestic doubles totalizator there is to be a jackpot pool into which must be paid any amount which under clause 10.3.2 and 10.3.7 of the Totalizator Rules are required to be carried forward to the jackpot pool of that totalizator.

6.2.2 Investment pool

Money invested on a golden domestic double is to be paid into an investment pool.

6.2.3 Dividend pool

For each golden domestic double there is to be a dividend pool into which there is to be paid:

- (a) any amount contained in the jackpot pool for the race; and
- (b) the amount remaining in the investment pool after deductions relating to any amounts of commission pursuant to Part 6 of the Totalizator Act 1997.

6.2.4 Distribution of dividend pool generally

- (a) In the case of a golden domestic double the dividend pool is:
 - (i) to be divided among investors on the combination comprising the first leg first placed finisher with second leg first placed finisher; or
 - (ii) if there are no investors on the combination in (i) above, to be divided among investors who have selected, in the order specified, the first of the following combinations that is backed;
 - (a) first leg first placed finisher with second leg second placed finisher;
 - (b) first leg first placed finisher with second leg third placed finisher;
 - (c) first leg second placed finisher with second leg first placed finisher;
 - (d) first leg second placed finisher with second leg second placed finisher;
 - (e) first leg second placed finisher with second leg third placed finisher;
 - (f) first leg third placed finisher with second leg first placed finisher;
 - (g) first leg third placed finisher with second leg second placed finisher;
 - (h) first leg third placed finisher with second leg third placed finisher;
- (b) If 2 or more finishers dead-heat for a place, each is taken to have filled the place it was declared by the judge to fill and such number of succeeding places as is equal to the number of those finishers less one.

- (c) If a combination specified in (a)(ii) above includes 2 or more finishers that dead-heat for a place:
 - (i) the dividend pool is to be divided into as many equal parts as there are backed combinations; and
 - (ii) each part is to be divided among the investors on each such combination.

6.2.5 No winning combination backed

In the event that no winning combination is backed, the investment pool shall be refunded and any amount remaining in the jackpot pool shall be carried forward to the jackpot pool for the succeeding domestic double.

6.2.6 First leg abandoned or postponed

- (a) If a first leg is abandoned or postponed to another date the golden domestic doubles dividend pool is to be divided among the investors on the winner of the second leg.
- (b) If there are no investors on the winner, the golden domestic doubles dividend pool is to be divided among the investors on the second placed finisher.
- (c) If there are no investors on either the winner or the second placed finisher, the golden domestic doubles dividend pool is to be divided among the investors on the third placed finisher.
- (d) If, as the result of a dead-heat, investors on 2 or more placed finishers become entitled to a dividend under this clause:
 - (i) the golden domestic doubles dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
 - (ii) each part is to be divided among the investors on each such finisher.

6.2.7 Second leg abandoned or postponed

- (a) If a second leg is abandoned or postponed to another date the golden domestic doubles dividend pool is to be divided among the investors on the winner of the first leg.
- (b) If there are no investors on the winner, the golden domestic doubles dividend pool is to be divided among the investors on the second placed finisher.
- (c) If there are no investors on either the winner or the second placed finisher, the golden domestic doubles dividend pool is to be divided among the investors on the third placed finisher.
- (d) If, as the result of a dead-heat, investors on 2 or more placed finishers become entitled to a dividend under this clause:
 - (i) the golden domestic doubles dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
 - (ii) each part is to be divided among the investors on each such finisher.

6.2.8 Non-starters and substitutes

- (a) Any money invested on a combination in a golden domestic double which includes a non-starter in any race of a golden domestic double must either:
 - (i) if the relevant ticket is presented to the race club conducting the domestic totalizator before investments have ceased to be accepted on the first leg, be refunded to the investor; or
 - (ii) if the money is not so refunded be invested in accordance with subclause (b).
- (b) If a contestant selected in a bet on a golden domestic double does not become a starter in a race (including a re-run race) the bet is deemed to be invested on a substitute selection as determined under subclause (c).
- (c) Where the race club conducting the domestic totalizator receives golden domestic double bets on a contestant that is a non-starter in any race in a golden domestic double, the golden domestic double bets on that non-starter will be deemed to be invested on the contestant in that same race ("the substitute") which has the greatest amount of money invested on it on the race club conducting the domestic totalizator's win totalizator pool.
- (d) The substitute will be declared by the race club conducting the domestic totalizator when the win dividend is declared payable on the race.
- (e) Where two or more contestants have equal win investments under the rule in subclause (c), the contestant with the lower contestant number will be deemed to be the substitute selection for that race.
- (f) For the purposes of this clause, any determination made by the race club conducting the domestic totalizator as to the contestant to be substituted for a contestant which is a non-starter in a race in a golden domestic double will be final and conclusive.

6.3 REFUNDS**6.3.1 Termination of investment pool**

If an investment pool for a golden domestic double is terminated under these Rules, the whole amount of the investment pool is to be refunded in full to the investors. That is, there is to be no deduction of any commission. The jackpot pool is to be carried over to the succeeding domestic double.



Independent Pricing and Regulatory Tribunal

Gosford City Council and Wyong Shire Council

Developer Charges

Determination No. 1, 2013

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Preliminary

1 Background

- (a) Section 11 of the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW) (**IPART Act**) gives the Independent Pricing and Regulatory Tribunal (**IPART**) a standing reference to conduct investigations and make reports to the Minister on the determination of the pricing for a government monopoly service supplied by a government agency specified in schedule 1 of the IPART Act.
- (b) A 'water supply authority' within the meaning of the *Water Management Act 2000* (NSW) is specified as a government agency in schedule 1 of the IPART Act. The Gosford City Council and Wyong Shire Council (together, the **Councils**) are each a 'water supply authority' under the *Water Management Act 2000* (NSW).
- (c) The services which, if supplied by the Councils, are declared to be government monopoly services under the *Independent Pricing and Regulatory Tribunal (Water, Sewerage and Drainage Services) Order 1997* (**Order**) relevantly include services supplied in connection with the provision or upgrading of water supply and sewerage facilities for new developments and, if required, drainage facilities for such developments.
- (d) On 21 September 2000, IPART released Determination No. 9, 2000 (**2000 Determination**) under section 11 of the IPART Act.
- (e) Under the 2000 Determination, IPART set a methodology for fixing the maximum price that the Councils, among others, could charge for providing the services referred to in clause 1(c) above to Developers. In particular, IPART:
 - (1) required the Councils to calculate Developer Charges using a Net Present Value model set out in schedule 4 of the 2000 Determination (**Net Present Value Model**);
 - (2) specified in schedule 5 of the 2000 Determination the parameters for the Net Present Value Model; and
 - (3) required the Councils to:
 - (A) review their existing Development Servicing Plans by 30 June 2001, and thereafter to review their Development Servicing Plans and Developer Charges once, and no more than once, in each five year period from 1 July 2001;
 - (B) review their Developer Charges when and to the extent required by a determination of IPART; and
 - (C) adjust their Developer Charges for CPI in years in which they did not review their Developer Charges.

Preliminary

- (f) Under section 13(6) of the IPART Act, an investigation and report by IPART with respect to a government monopoly service may be limited to a particular part or category of that service, to a particular period during which that service is supplied, or in any other manner.
- (g) IPART has limited its investigation to determining:
 - (1) the date and frequency of review of the Councils' Development Servicing Plans and Developer Charges;
 - (2) the formula which the Councils must apply to adjust their Developer Charges for CPI in years in which they do not review their Developer Charges; and
 - (3) the parameters that the Councils must use for the Net Present Value Model.
- (h) In making this determination, IPART has had regard to a broad range of matters, including the matters in section 15(1) of the IPART Act.

2 Application of this determination

- (a) This determination commences on the later of:
 - (1) 1 July 2013; and
 - (2) the date that it is published in the NSW Government Gazette, (Commencement Date).
- (b) Under section 18(2) of the IPART Act, the Councils may not fix a price below that set out in, or calculated in accordance with, the 2000 Determination (as revised by this determination) without the Treasurer's approval.

3 Replacement of 2000 Determination

- (a) This determination replaces only the following parts of the 2000 Determination:
 - (1) the date by which, and the frequency with which, the Councils must review their Development Servicing Plans and Developer Charges with effect from the Commencement Date;
 - (2) the formula which the Councils must apply to adjust their Developer Charges for CPI in years in which they do not review their Developer Charges; and
 - (3) the parameters that the Councils must use for the Net Present Value Model in reviewing their Development Servicing Plans and Developer Charges as required under this determination.

- (b) Subject to clause 3(a) above, this determination does not affect or alter the operation of the 2000 Determination, nor does it affect anything done or omitted to be done, or rights or obligations accrued under the 2000 Determination before the Commencement Date.

4 Monitoring

IPART may monitor a Council's performance for the purposes of:

- (a) establishing and reporting on the level of the Council's compliance with this determination and the 2000 Determination; and
- (b) preparing a periodic review of pricing policies in respect of the government monopoly services supplied by the Council.

5 Schedules

- (a) Schedule 1 sets out:
 - (1) the revised date by which, and the revised frequency with which, the Councils must review their Development Servicing Plans and Developer Charges; and
 - (2) the revised formula which the Councils must apply to adjust their Developer Charges for CPI following years in which they do not review their Developer Charges.
- (b) Schedule 2 sets out the revised parameters that the Councils must use for the Net Present Value Model in reviewing their Development Servicing Plans and Developer Charges as required under this determination.

6 Definitions and interpretation

Schedule 3 sets out the definitions and interpretation provisions used in this determination.

Schedule 1 Revised date and frequency of review

1 Application

- (a) This schedule sets out:
 - (1) the revised date by which, and the revised frequency with which, each Council must review its Development Servicing Plans and Developer Charges; and
 - (2) the revised formula which each Council must apply to adjust its Developer Charges for CPI in years in which it does not review its Developer Charges.
- (b) The revised date by which, and the revised frequency with which, each Council must review its Development Servicing Plans and Developer Charges and the formula for adjusting Developer Charges for CPI set out in this schedule replace the date and frequency of review and formula for adjusting Developer Charges for CPI specified in clauses 3.1, 3.2 and 3.3 of the 2000 Determination.

2 Revised date and frequency of review

- (a) Each Council must:
 - (1) commence a review (**Initial Review**) of all of its existing Development Servicing Plans from the Commencement Date;
 - (2) conclude the Initial Review and adopt revised Development Servicing Plans by 1 July 2014;
 - (3) ensure that the Council's Revised Developer Charges following the Initial Review start to apply by no later than 1 July 2014; and
 - (4) following the Initial Review, review its Development Servicing Plans and Developer Charges:
 - (A) once, and no more than once, in each 5 year period, with the first 5 year period starting on 1 July 2014; and
 - (B) when and to the extent required by a determination of IPART.
- (b) A Council's existing Development Servicing Plan, if registered with IPART before the Commencement Date, will continue to apply to all new Developments or stages of Development until the Council adopts a revised Development Servicing Plan.

- (c) If there is no review of Developer Charges under clause 2(a) above in any given year (**Year n**), the Developer Charges then prevailing must be multiplied to take effect from 1 July in each such year by the number derived from the application of the following formula:

$$\frac{CPI_{March\ year\ n}}{CPI_{March\ year\ n-1}}$$

Where:

CPI = the consumer price index, All Groups index number for the weighted average of eight capital cities as published by the Australian Bureau of Statistics, or if the Australian Bureau of Statistics does not or ceases to publish the index, then CPI will mean an index determined by IPART;

March year n = the March quarter for Year n; and

March year n-1 = the March quarter for the year before Year n.

- (d) The Councils must use the parameters set out in schedule 2 of this determination in reviewing Development Servicing Plans and Developer Charges under clause 2(a) above.

Schedule 2 Revised parameters

1 Application

- (a) This schedule sets out the parameters that the Councils must use for the Net Present Value Model in any review of Development Servicing Plans or Developer Charges undertaken pursuant to clause 2(a) of schedule 1.
- (b) Subject to clause 2(b) of schedule 1, the parameters sets out in this schedule replace the parameters specified for each Council in clauses 3 and 4 in schedule 5 of the 2000 Determination.

2 Revised parameters

- (a) The parameters that Gosford City Council must use for the Net Present Value Model are:
 - (1) A 0% real Discount Rate for Pre 1996 Assets (r_1);
 - (2) A real Discount Rate for Post 1996 Assets (r_2) equal to Gosford City Council's Pre-tax WACC;
 - (3) A real Discount Rate for the expected net revenues and costs (r_3) equal to Gosford City Council's Pre-tax WACC;
 - (4) Consumption per annum for an average residential customer equal to Gosford City Council's Customer Consumption; and
 - (5) A forecast horizon for expected net revenues and costs of 30 years (n).
- (b) The parameters that Wyong Shire Council must use for the Net Present Value Model are:¹
 - (1) A 0% real Discount Rate for Pre 1996 Assets (r_1);
 - (2) A real Discount Rate for Post 1996 Assets (r_2) equal to Wyong Shire Council's Pre-tax WACC;
 - (3) A real Discount Rate for the expected net revenues and costs (r_3) equal to Wyong Shire Council's Pre-tax WACC;
 - (4) Consumption per annum for an average residential customer equal to Wyong Shire Council's Customer Consumption; and
 - (5) A forecast horizon for expected net revenues and costs of 30 years (n).

¹ Clause 4(f) in schedule 5 of the 2000 Determination specified an 85% cap for Wyong Shire Council's Developer Charges. That cap no longer applies to the Council.

Schedule 3 Definitions and Interpretations

1 Definitions

1.1 General definitions

In this determination:

2000 Determination has the meaning given to that term in clause 1(d) of the *Preliminary* section of this determination.

Commencement Date, for this determination, has the meaning given to that term in clause 2(a) of the *Preliminary* section of this determination.

Councils means Gosford City Council and Wyong Shire Council, and **Council** means either of them.

Customer Consumption in relation to a Council means the consumption of water per annum for an average residential customer referred to in the Council's Periodic Charges Review prevailing on the day that the Council's Revised Developer Charges start to apply.

Initial Review has the meaning given to that term in clause 2(a)(1) of the schedule 1 of this determination.

IPART has the meaning given to that term in clause 1(a) of the *Preliminary* section of this determination.

IPART Act has the meaning given to that term in clause 1(a) of the *Preliminary* section of this determination.

Net Present Value Model has the meaning given to that term in clause 1(e)(1) of the *Preliminary* section of this determination.

Order has the meaning given to that term in clause 1(c) of the *Preliminary* section of this determination.

Periodic Charges Review in relation to a Council means IPART's investigation and report to the Minister under the IPART Act on the determination of the pricing for services supplied by the Council which are declared to be government monopoly services under the Order, other than services supplied in connection with the provision or upgrading of water supply and sewerage facilities for new developments and, if required, drainage facilities for such developments.

Pre-tax WACC in relation to a Council means the pre-tax weighted average cost of capital referred to in the Council's Periodic Charges Review prevailing on the day that the Council's Revised Developer Charges start to apply.

Revised Developer Charges means the Developer Charges calculated by a Council following the Council's review of those Charges, including a review conducted as a part of a review of a Development Servicing Plan.

1.2 Terms defined in 2000 Determination

Unless defined in this determination, terms defined in the 2000 Determination have the same meaning in this determination as they have in the 2000 Determination.

2 Interpretation

2.1 General provisions

In this determination:

- (a) headings are for convenience only and do not affect the interpretation of this determination;
- (b) a reference to a schedule, annexure, clause or table is a reference to a schedule or annexure to, clause of, or table in, this determination unless otherwise indicated;
- (c) words importing the singular include the plural and vice versa;
- (d) a reference to a law or statute includes regulations, rules, codes and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (e) where a word is defined, other grammatical forms of that word have a corresponding meaning;
- (f) a reference to a day is to a calendar day;
- (g) a reference to a person:
 - (1) includes any company, partnership, joint venture, association, corporation, other body corporate or government agency; and
 - (2) includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation), replacements and assigns;

- (h) a reference to a body, whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
- (i) if the value of any of the parameters specified in schedule 2 does not exist or cannot be calculated for any reason, the value will be that determined by IPART.

2.2 Explanatory notes and clarification notice

- (a) Explanatory notes do not form part of this determination, but in the case of uncertainty may be relied on for interpretation purposes.
- (b) IPART may publish a clarification notice in the NSW Government Gazette to correct any manifest error in this determination. Such a clarification notice is taken to form part of this determination.

2.3 Prices exclusive of GST

Prices or charges specified in this determination do not include GST.



Independent Pricing and Regulatory Tribunal

Gosford City Council prices – 1 July 2013 to June 2017

**Determination No. 2, 2013
May 2013**

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Preliminary

1 Background

- (a) Section 11 of the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW) (**IPART Act**) gives the Independent Pricing and Regulatory Tribunal (**IPART**) a standing reference to conduct investigations and make reports to the Minister on the determination of the pricing for a government monopoly service supplied by a government agency specified in schedule 1 of the IPART Act.
- (b) A 'water supply authority' within the meaning of the *Water Management Act 2000* (NSW) is specified as a government agency in schedule 1 of the IPART Act. Gosford City Council (**Council**) is a water supply authority under the *Water Management Act 2000* (NSW).
- (c) The services which, if supplied by the Council, are declared to be government monopoly services under the *Independent Pricing and Regulatory Tribunal (Water, Sewerage and Drainage Services) Order 1997* (**Order**) are:
 - (1) water supply services;
 - (2) sewerage services;
 - (3) stormwater drainage services supplied by the Council in its capacity as a water supply authority;
 - (4) trade waste services;
 - (5) services supplied in connection with the provision or upgrading of water supply and sewerage facilities for new developments and, if required, drainage facilities for such developments;
 - (6) ancillary and miscellaneous customer services for which no alternative supply exists and which relate to the supply of services of a kind referred to in paragraphs (1) to (5) above; and
 - (7) other water supply, sewerage and drainage services for which no alternative supply exists,(together, the **Monopoly Services**).
- (d) Accordingly, IPART may determine the prices for the Monopoly Services.
- (e) In investigating and reporting on the pricing of the Monopoly Services, IPART has had regard to a broad range of matters, including the matters in section 15(1) of the IPART Act.
- (f) In accordance with section 13A of the IPART Act, IPART has, in this determination, fixed maximum prices, or set a methodology for fixing maximum prices, for the Monopoly Services other than the

Development Services. Reasons for the use of a methodology, as required by the IPART Act, are set out in schedule 6.

2 Application of this determination

- (a) Under section 11 of the IPART Act, this determination fixes the maximum prices or sets a methodology for fixing the maximum prices that the Council may levy for the Monopoly Services other than the Development Services.
- (b) This determination commences on the later of:
 - (1) 1 July 2013; and
 - (2) the date that it is published in the NSW Government Gazette, (Commencement Date).
- (c) The maximum prices set out in, or calculated in accordance with, this determination apply from the Commencement Date to 30 June 2017. The maximum prices prevailing at 30 June 2017 as set out in, or as calculated in accordance with, this determination continue to apply beyond 30 June 2017 until this determination is replaced.
- (d) Under section 18(2) of the IPART Act, the Council may not fix a price below that set out in, or calculated in accordance with, this determination without the Treasurer's approval.

3 Replacement of Determination No. 1, 2009 and Determination No. 5, 2009

- (a) In May 2009, IPART issued Determination No. 1, 2009, which set out the maximum prices for various Monopoly Services supplied by the Council for the period from 1 July 2009 to 30 June 2013.
- (b) In July 2009, IPART issued Determination No. 5, 2009, which relevantly set out the maximum prices for Water Supply Services supplied by the Council to Hunter Water Corporation for the period from the date of gazettal¹ to 30 June 2013.
- (c) This determination replaces:
 - (1) Determination No. 1, 2009; and
 - (2) Determination No. 5, 2009 to the extent that it set out the maximum prices for Water Supply Services supplied by the Council to Hunter Water Corporation,from the Commencement Date. The replacement does not affect anything done or omitted to be done, or rights or obligations accrued,

¹ The date of gazettal of Determination No. 5, 2009 was 17 July 2009.

under either of Determination No. 1, 2009 or Determination No. 5, 2009 before its replacement.

4 Determination No. 1, 2006

In February 2006, IPART issued Determination No. 1, 2006, which set out the maximum prices for backlog sewerage services supplied by the Council from 1 July 2006. That determination continues to apply.

5 Monitoring

IPART may monitor the Council's performance for the purposes of:

- (a) establishing and reporting on the level of the Council's compliance with this determination; and
- (b) preparing a periodic review of pricing policies in respect of the Monopoly Services.

6 Pricing schedules

- (a) Schedule 1 and the tables in that schedule set out the maximum prices that the Council may charge for Water Supply Services.
- (b) Schedule 2 and the tables in that schedule set out the maximum prices that the Council may charge for Sewerage Services.
- (c) Schedule 3 and the table in that schedule set out the maximum prices that the Council may charge for Stormwater Drainage Services.
- (d) Schedule 4 and the tables in that schedule set out the maximum prices that the Council may charge for Trade Waste Services.
- (e) Schedule 5 and the table in that schedule set out the maximum prices that the Council may charge for Ancillary and Miscellaneous Customer Services.
- (f) Schedule 6 sets out the reasons why IPART has chosen to set a methodology for fixing a maximum price.

7 Definitions and interpretation

Schedule 7 sets out the definitions and interpretation provisions used in this determination.

| Preliminary

8 Simplified outline

- (a) The following is a simplified outline of the maximum prices for Water Supply Services, Sewerage Services and Stormwater Drainage Services set out in this determination.
- (b) The simplified outline has been included for guidance purposes only and does not form part of this determination.

Preliminary |

Water and sewerage charges^a

Property type ^b	Water service charge (Schedule 1)	Water usage charge (Schedule 1)	Sewerage service charge (Schedule 2)	Sewerage usage charge (Schedule 2)
Residential Properties				
House (including terrace) ▼ Individual Meter	Table 1	Table 3	Table 5	N/A
Strata Lot ▼ Individual Meter ▼ Common Meter	Table 1 Table 1	Table 3 Table 3	Table 5 Table 5	N/A N/A
Company Title Dwelling ▼ Individual Meter ▼ Common Meter	Table 1 Table 1	Table 3 Table 3	Table 5 Table 5	N/A N/A
Community Development Lot ▼ Individual Meter ▼ Common Meter	Table 1 Table 1	Table 3 Table 3	Table 5 Table 5	N/A N/A
Retirement Villages ▼ Individual Meter ▼ Common Meter	Table 1 Table 2	Table 3 Table 3	Table 5 Table 5 or Table 6	N/A Table 7 (if applicable)
All other Residential dwellings ▼ Individual Meter ▼ Common Meter	Table 1 Table 1	Table 3 Table 3	Table 5 Table 5	N/A N/A
Mixed Multi Premises				
Properties within a Mixed Multi Premises (ie, mixture of Residential and Non-Residential) ▼ Individual Meter (Residential) ▼ Individual Meter (Non-Residential) ▼ Common Meter (Residential or Non-Residential)	Table 1 See 'Non-Residential Properties' below Table 1	Table 3 See 'Non-Residential Properties' below Table 3	Table 5 See 'Non-Residential Properties' below Table 5	N/A See 'Non-Residential Properties' below N/A
Non-Residential Properties				
20mm Meter (single Individual Meter)	Table 1	Table 3	Table 5	Table 7
A single Individual Meter of 25mm or greater, or multiple Individual Meters (of any size)	Table 2	Table 3	Higher of: ▼ Table 6 x DF ^c ▼ Table 5	Table 7
20mm or greater Meter (one or more Common Meters)	Table 2	Table 3	Higher of: ▼ Table 6 x DF ^c ▼ Table 5	Table 7

Preliminary

Property type ^b	Water service charge (Schedule 1)	Water usage charge (Schedule 1)	Sewerage service charge (Schedule 2)	Sewerage usage charge (Schedule 2)
Other				
Unmetered Properties (Residential or Non-Residential)	Table 1	Table 3 x historical consumption ^d	Table 5	N/A
Properties not connected but reasonably available for connection (Residential or Non-Residential)	Table 1	N/A	Table 5	N/A
Hunter Water Corporation	N/A	Table 4 ^e	N/A	N/A

^a For example, flats (ie, individual dwellings within a Multi Premises which has not been sub-divided, eg, by strata title) are generally served by a Common Meter. This table does not imply an obligation on the Council to install Individual Meters for Properties currently served by a Common Meter.

^b A reference to a Property with an Individual Meter includes a Property that is served by an Individual Meter and is within a Multi Premises served by one or more Common Meters.

^c DF = Discharge Factor.

^d Historical consumption = the average daily consumption over the two previous Meter Reading Periods immediately before the Property became an Unmetered Property.

^e The Council charges a water supply charge to Hunter Water for supplying Water Supply Services.

Stormwater drainage charges

Property type	Stormwater drainage charge (Schedule 3)
Standalone dwellings (eg, house, terrace, townhouse)	Table 8
Non-Residential Properties	Table 8
Multi Premises with one or more Common Meters	Table 8
Unmetered Properties	Table 8

Schedule 1 Water Supply Services

1 Application

This schedule sets out the maximum prices that the Council may levy for Water Supply Services.

2 Categories for pricing purposes

IPART has determined maximum prices for Water Supply Services for 7 categories:

- (a) Metered Residential Properties;
- (b) Metered Non-Residential Properties;
- (c) Properties within a Multi Premises;
- (d) Unmetered Properties;
- (e) Properties that are not connected, but are reasonably available for connection, to the Water Supply System;
- (f) Retirement Villages with one or more Common Meters; and
- (g) Hunter Water Corporation.

3 Water Supply Services to Metered Residential Properties

3.1 Application of this clause

Subject to clause 8.1 of this schedule 1, this clause 3 applies to Metered Residential Properties that are connected to the Water Supply System.

For the avoidance of doubt, where a Residential Property does not have an Individual Meter but that Property is within a Multi Premises with one or more Common Meters, clause 5 of this schedule 1 (and not this clause 3) is to apply to that Property.

3.2 Maximum prices for Metered Residential Properties

The maximum price that the Council may levy for supplying Water Supply Services to a Metered Residential Property that is connected to the Water Supply System is the sum of:

- (a) subject to clause 11 of this schedule 1, for a Period, the water service charge in Table 1 for the applicable Period in that table; and

- (b) the water usage charge levied in accordance with clause 9 of this schedule 1.

4 Water Supply Services to Metered Non-Residential Properties

4.1 Application of this clause

Subject to clause 8.1 of this schedule 1, this clause 4 applies to Metered Non-Residential Properties that are connected to the Water Supply System.

For the avoidance of doubt, where a Non-Residential Property does not have an Individual Meter but that Property is within a Multi Premises with one or more Common Meters, clause 5 of this schedule 1 (and not this clause 4) is to apply to that Property.

4.2 Maximum prices for Metered Non-Residential Properties

The maximum price that the Council may levy for supplying Water Supply Services to a Metered Non-Residential Property is the sum of:

- (a) the water service charge levied in accordance with this clause 4; and
- (b) the water usage charge levied in accordance with clause 9 of this schedule 1.

4.3 Water service charges for Metered Non-Residential Property with a single Individual Meter of 20mm

The maximum water service charge that the Council may levy for a Period for supplying Water Supply Services to a Non-Residential Property that:

- (a) is connected to the Water Supply System; and
- (b) has a single Individual Meter of 20mm,

is, subject to clause 11 of this schedule 1, the water service charge in Table 1 for the applicable Period in that table.

4.4 Water service charges for Metered Non-Residential Property with a single Individual Meter of 25mm or greater or multiple Individual Meters

The maximum water service charge that the Council may levy for a Period for supplying Water Supply Services to a Non-Residential Property that:

- (a) is connected to the Water Supply System; and
- (b) has a single Individual Meter of 25mm or greater, or multiple Individual Meters (of any size),

is, subject to clause 11 of this schedule 1, the water service charge in Table 2 for each Meter for the applicable Meter size and Period in that table.

5 Water Supply Services to Properties within a Multi Premises with one or more Common Meters

5.1 Application of this clause

Subject to clause 8.1 of this schedule 1, this clause 5 applies to Residential Properties and Non-Residential Properties within a Multi Premises with one or more Common Meters that is connected to the Water Supply System.

For the avoidance of doubt, where a Property within a Retirement Village does not have an Individual Meter, but the Retirement Village has one or more Common Meters, clause 8 of this schedule 1 (and not this clause 5) is to apply to that Property.

5.2 Maximum prices for Properties within a Multi Premises with one or more Common Meters

The maximum price that the Council may levy for supplying Water Supply Services to a Property within a Multi Premises with one or more Common Meters is the sum of:

- (a) the water service charge levied in accordance with this clause 5; and
- (b) the water usage charge levied in accordance with clause 9 of this schedule 1.

5.3 Water service charges for Residential Properties within a Multi Premises with one or more Common Meters

The maximum water service charge that the Council may levy for a Period for supplying the Water Supply Services to a Residential Property within a Residential Multi Premises or a Mixed Multi Premises, where that Multi Premises:

- (a) is connected to the Water Supply System; and
- (b) has one or more Common Meters,

is subject to clause 11 of this schedule 1, the water service charge in Table 1 for the applicable Period in that table.

5.4 Water service charges for Non-Residential Properties within a Mixed Multi Premises with one or more Common Meters

The maximum water service charge that the Council may levy for a Period for supplying Water Supply Services to a Non-Residential Property within a Mixed Multi Premises, where that Multi Premises:

- (a) is connected to the Water Supply System; and
- (b) has one or more Common Meters,

is subject to clause 11 of this schedule 1, the water service charge in Table 1 for the applicable Period in that table.

5.5 Water service charges for Properties within a Non-Residential Multi Premises with one or more Common Meters

The maximum water service charge that the Council may levy for a Period for supplying Water Supply Services to a Property within a Non-Residential Multi Premises, where that Multi Premises:

- (a) is connected to the Water Supply System; and
- (b) has one or more Common Meters,

is calculated as follows:

$$\frac{SC}{n}$$

Where:

SC = subject to clause 11 of this schedule 1, the water service charge in Table 2 for each Common Meter for the applicable Meter size and Period in that table; and

n = the total number of Properties within that Multi Premises and any other Non-Residential Multi Premises that is served by the same Common Meter or Common Meters.

6 Water Supply Services to Unmetered Properties²

The maximum price that the Council may levy for supplying Water Supply Services to an Unmetered Property that is connected to the Water Supply System is the sum of:

- (a) subject to clause 11 of this schedule 1, for a Period, the water service charge in Table 1 for the applicable Period in that table; and
- (b) for a Meter Reading Period, the water usage charge calculated as follows:

$$\frac{UC \times Volume}{TotalPeriod} \times Days$$

Where:

UC = the water usage charge in Table 3 for the applicable Period in that table;

$Volume$ = the total number of kilolitres of water supplied by the Council to the Unmetered Property over the *Previous Metered Period*;

Previous Metered Period = the two most recent Meter Reading Periods:

- (1) immediately before the Property became an Unmetered Property; and
- (2) where the Property during those Meter Reading Periods was serviced by an Individual Meter or a Common Meter;

$TotalPeriod$ = the number of days in the *Previous Metered Period*; and

$Days$ = the number of days in that Meter Reading Period.

7 Water Supply Services to Properties not connected but reasonably available for connection

The maximum price that the Council may levy for a Period for supplying Water Supply Services to a Property that is not connected, but is reasonably available for connection, to the Water Supply System is, subject to clause 11 of this schedule 1, the water service charge in Table 1 for the applicable Period in that table.

² This clause 6 would enable the Council to charge a Property that is temporarily an Unmetered Property (for example, where the amount of water supplied to the Property cannot be measured by a Meter due to construction works) based on its historical consumption.

8 Water Supply Services to Retirement Villages with one or more Common Meters

8.1 Application of this clause

- (a) This clause 8 applies to Retirement Villages that are connected to the Water Supply System and have one or more Common Meters.
- (b) Clauses 3, 4 and 5 of this schedule 1 do not apply to Properties of a kind listed in clause 8.1(a) above to the extent that this clause 8 is capable of applying to those Properties.³

8.2 Maximum prices for Retirement Villages

The maximum price that the Council may levy for supplying Water Supply Services to a Retirement Village that:

- (a) is connected to the Water Supply System; and
- (b) has one or more Common Meters,

is, for each Common Meter, the sum of:

- (c) subject to clause 11 of this schedule 1, for a Period, the water service charge in Table 2 for the applicable Meter size and Period in that table; and
- (d) the water usage charge levied in accordance with clause 9 of this schedule 1.

9 Maximum water usage charge

The maximum water usage charge that the Council may levy for a Meter Reading Period for supplying Water Supply Services to:

- (a) a Property (including a Property within a Multi Premises) that has one or more Individual Meters; or
- (b) a Property within a Multi Premises, where that Multi Premises has one or more Common Meters,

is the water usage charge in Table 3 for the applicable Period in that table per kL of water supplied during the relevant Meter Reading Period, as measured by the Meters.

³ If a Retirement Village has one or more Common Meters, clause 8 would apply. If a Retirement Village Unit has an Individual Meter, clause 3 of this schedule 1 (and not clause 8) would apply.

10 Water Supply Services to Hunter Water Corporation

- (a) This clause 10 only applies where the Council supplies Water Supply Services to Hunter Water Corporation pursuant to the Hunter/Central Coast Pipeline Agreement.
- (b) The maximum price that the Council may levy for a Period for supplying Water Supply Services to Hunter Water Corporation is the water supply charge in Table 4 for the applicable Period in that table per kL of water supplied during the relevant billing period.

11 Climate Change Fund

- (a) This clause 11 applies if and only if the Minister makes an order under section 34J of the EUA Act that requires the Council to make an annual contribution for a specified financial year to the Climate Change Fund (CCF Order).
- (b) The Council will amend the water service charges in Tables 1 or 2 of this schedule 1 (and only those charges) in accordance with clause 11(c) of this schedule 1 for the financial year corresponding to the financial year specified in the CCF Order to enable the Council to recover in that financial year (or in a subsequent financial year if clause 11(d) of this schedule 1 applies) the annual contribution specified in the CCF Order for that financial year.
- (c) The water service charges set out in Tables 1 or 2 will be increased for the financial year corresponding to the financial year specified in a CCF Order by an adjusted amount calculated as follows:

$$\frac{CCF\ Amount}{NoOfProperties}$$

where:

CCF Amount = the amount specified in the CCF Order for the financial year; and

NoOfProperties = the sum of:

- (a) the number of Properties connected to the Water Supply System; and
- (b) the number of Properties that are not connected, but are reasonably available for connection, to the Water Supply System,

at the date that the calculation under this clause 11(c) is made.

- (d) If a CCF Order is made:
- (1) after the Commencement Date, which requires the Council to make a contribution to the Climate Change Fund for the financial year commencing 1 July 2013;
 - (2) before the Commencement Date, but at a time that does not enable the Council to apply clause 11(b) of this schedule 1 on 1 July 2013, which requires the Council to make a contribution to the Climate Change Fund for the financial year commencing 1 July 2013; or
 - (3) at any other time during this determination, which requires the Council to make a contribution to the Climate Change Fund for a specified financial year, but:
 - (A) the CCF Order is made either before or after that financial year commences; and
 - (B) the CCF Order is made at a time that does not enable the Council to apply clause 11(b) of this schedule 1 for that financial year,the Council may recover, in a subsequent financial year to the financial year specified in the CCF Order (but not before), the amount that it would have otherwise been entitled to recover under clause 11(b) of this schedule 1 for the financial year specified in the CCF Order.
- (e) In calculating the adjusted amount in clause 11(c) of this schedule 1, the Council must, if notified in writing by IPART, submit to IPART (within the time and in the manner specified by IPART) information to enable IPART to verify that the charges the Council proposes to levy in the relevant financial year comply with this clause 11.
- (f) If IPART gives the Council notice under clause 11(e) of this schedule 1, the Council must not levy any charges in the relevant financial year until it has received written notice from IPART that IPART is satisfied that the charges the Council proposes to levy comply with this clause 11.

12 Worked example – Unmetered Properties

For the purposes of this worked example only, assume that:

- (a) The Council's Meter Reading Periods include:
- (1) 1 July 2013 – 31 December 2013 (**Period 1**);
 - (2) 1 January 2014 – 30 June 2014 (**Period 2**);
 - (3) 1 July 2014 – 31 December 2014 (**Period 3**); and
 - (4) 1 January 2015 – 30 June 2015 (**Period 4**).

- (b) Property A was serviced by a Meter during Period 1, Period 2 and Period 3.
- (c) The Council's billing cycle is 6 monthly.
- (d) The Council supplied:
 - (1) 90kL of water during Period 1;
 - (2) 80kL of water during Period 2; and
 - (3) 90kL of water during Period 3,
 to Property A.
- (e) In Period 4, Property A's Meter was temporarily removed due to construction.
- (f) The water usage charge (*UC*) for the Period from 1 July 2014 to 30 June 2015 is \$2.25/kL.

On the basis of these assumptions:

- (a) Property A became an Unmetered Property in Period 4.
- (b) *Volume* for Period 4 is 170kL (being the volume of water supplied over Period 2 and Period 3).
- (c) *TotalPeriod* for Period 4 is 365.
- (d) *Days* for Period 4 is 184.

The maximum water usage charge that the Council may levy for supplying Water Supply Services to Property A over Period 4 is **\$192.82**, which is calculated as follows:

$$\begin{aligned}
 & \frac{UC \times Volume}{TotalPeriod} \times Days \\
 &= \frac{\$2.25 \times 170}{365} \times 184 \\
 &= \$192.82
 \end{aligned}$$

The water service charge would apply in addition to the water usage charge for Period 4.

Tables 1, 2, 3 and 4

Table 1 Water service charge for (i) Metered Residential Properties; (ii) Residential Properties within a Multi Premises with one or more Common Meters; (iii) Non-Residential Properties with a single Individual Meter of 20mm; (iv) Non-Residential Properties within a Mixed Multi Premises with one or more Common Meters; (v) Unmetered Properties; (vi) Properties not connected but reasonably available for connection

	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
	(\$)	(\$)	(\$)	(\$)
Water service charge	125.81	145.55 x (1 + ΔCPI ₁)	166.40 x (1 + ΔCPI ₂)	187.14 x (1 + ΔCPI ₃)

Table 2 Water service charge for (i) Non-Residential Properties with an Individual Meter of 25mm or greater or multiple Individual Meters (of any size); (ii) Non-Residential Multi Premises with one or more Common Meters; (iii) Retirement Villages with one or more Common Meters

Meter size	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
Water service charge (\$)				
25mm	175.63	203.13 x (1 + ΔCPI ₁)	232.22 x (1 + ΔCPI ₂)	261.16 x (1 + ΔCPI ₃)
40mm	449.63	520.02 x (1 + ΔCPI ₁)	594.49 x (1 + ΔCPI ₂)	668.57 x (1 + ΔCPI ₃)
50mm	702.54	812.54 x (1 + ΔCPI ₁)	928.90 x (1 + ΔCPI ₂)	1,044.64 x (1 + ΔCPI ₃)
80mm	1,798.49	2,080.09 x (1 + ΔCPI ₁)	2,377.97 x (1 + ΔCPI ₂)	2,674.28 x (1 + ΔCPI ₃)
100mm	2,810.14	3,250.15 x (1 + ΔCPI ₁)	3,715.58 x (1 + ΔCPI ₂)	4,178.56 x (1 + ΔCPI ₃)
150mm	6,322.82	7,312.84 x (1 + ΔCPI ₁)	8,360.06 x (1 + ΔCPI ₂)	9,401.75 x (1 + ΔCPI ₃)
200mm	11,240.56	13,000.61 x (1 + ΔCPI ₁)	14,862.34 x (1 + ΔCPI ₂)	16,714.22 x (1 + ΔCPI ₃)
For Meter sizes not specified above, the following formula applies:		$\frac{(\text{Meter size})^2}{625} \times (\text{25mm water service charge})$		

Tables 1, 2, 3 and 4 |

Table 3 Water usage charge for Water Supply Services

	Commencement Date to 30 June 2014 (\$ per kL)	1 July 2014 to 30 June 2015 (\$ per kL)	1 July 2015 to 30 June 2016 (\$ per kL)	1 July 2016 to 30 June 2017 (\$ per kL)
Water usage charge	2.17	$2.17 \times (1 + \Delta\text{CPI}_1)$	$2.17 \times (1 + \Delta\text{CPI}_2)$	$2.17 \times (1 + \Delta\text{CPI}_3)$

Table 4 Water supply charge for Water Supply Services to Hunter Water Corporation

	Commencement Date to 30 June 2014 (\$ per kL)	1 July 2014 to 30 June 2015 (\$ per kL)	1 July 2015 to 30 June 2016 (\$ per kL)	1 July 2016 to 30 June 2017 (\$ per kL)
Water supply charge	0.60	$0.60 \times (1 + \Delta\text{CPI}_1)$	$0.60 \times (1 + \Delta\text{CPI}_2)$	$0.60 \times (1 + \Delta\text{CPI}_3)$

Schedule 2 Sewerage Services

1 Application

This schedule sets out the maximum prices that the Council may levy for Sewerage Services.

2 Categories for pricing purposes

IPART has determined maximum prices for Sewerage Services for 6 categories:

- (a) Metered Residential Properties;
- (b) Metered Non-Residential Properties;
- (c) Properties within a Multi Premises;
- (d) Unmetered Properties;
- (e) Properties that are not connected, but are reasonably available for connection, to the Sewerage System; and
- (f) Retirement Villages with one or more Common Meters.

3 Sewerage Services to Metered Residential Properties and Unmetered Properties

3.1 Application of this clause

Subject to clause 7.1 of this schedule 2, this clause 3 applies to:

- (a) Metered Residential Properties; and
- (b) Unmetered Properties,

that are connected to the Sewerage System.

For the avoidance of doubt, where a Residential Property does not have an Individual Meter but that Property is within a Multi Premises with one or more Common Meters, clause 5 of this schedule 2 (and not this clause 3) is to apply to that Property.

3.2 Maximum prices for Metered Residential Properties and Unmetered Properties

The maximum price that the Council may levy for a Period for supplying Sewerage Services to a Property that is:

- (a) of a kind listed in clause 3.1(a) and clause 3.1(b) above; and

(b) connected to the Sewerage System,
is the sewerage service charge in Table 5 corresponding to the applicable Period in that table.

4 Sewerage Services to Metered Non-Residential Properties

4.1 Application of this clause

Subject to clause 7.1 of this schedule 2, this clause 4 applies to Metered Non-Residential Properties that are connected to the Sewerage System.

For the avoidance of doubt, where a Non-Residential Property does not have an Individual Meter but that Property is within a Multi Premises with one or more Common Meters, clause 5 of this schedule 2 (and not this clause 4) is to apply to that Property.

4.2 Maximum prices for Metered Non-Residential Property with a single Individual Meter of 20mm

The maximum price that the Council may levy for supplying Sewerage Services to a Non-Residential Property that:

- (a) is connected to the Sewerage System; and
- (b) has a single Individual Meter of 20mm,
is the sum of:
 - (c) for a Period, the sewerage service charge in Table 5 for the applicable Period in that table; and
 - (d) the sewerage usage charge calculated under clause 4.4 of this schedule 2.

4.3 Maximum prices for Metered Non-Residential Property with a single Individual Meter of 25mm or greater or multiple Individual Meters (of any size)

The maximum price that the Council may levy for supplying Sewerage Services to a Non-Residential Property that:

- (a) is connected to the Sewerage System; and
- (b) has:
 - (1) a single Individual Meter of 25 mm or greater; or
 - (2) multiple Individual Meters (of any size),
is the sum of:
 - (c) for a Period, the sewerage service charge calculated as the higher of:
 - (1) $SC \times DF$

Where:

SC = the sewerage service charge in Table 6 for each Meter for the applicable Meter size and Period in that table; and

DF = the relevant Discharge Factor; and

(2) the sewerage service charge in Table 5 for the applicable Period in that table; and

(d) the sewerage usage charge calculated under clause 4.4 of this schedule 2.

4.4 Sewerage usage charges for Metered Non-Residential Property with one or more Individual Meters

The maximum sewerage usage charge that the Council may levy for a Meter Reading Period for supplying Sewerage Services to a Non-Residential Property with one or more Individual Meters is calculated as follows:

$$[(W \times DF) - DA] \times UC$$

Where:

W = the water used (in kL) by that Non-Residential Property for the Meter Reading Period, as measured by the Meters;

DF = the Discharge Factor for that Non-Residential Property;

DA = the Discharge Allowance for the Meter Reading Period;

UC = the sewerage usage charge in Table 7 for the Meter Reading corresponding to the applicable Period in that table and the *volume of sewage discharged*; and

volume of sewage discharged = the resulting volume determined by multiplying W and DF in this clause 4.4.

5 Sewerage Services to Properties within Multi Premises with one or more Common Meters

5.1 Application of this clause

Subject to clause 7.1 of this schedule 2, this clause 5 applies to Residential Properties and Non-Residential Properties within a Multi Premises with one or more Common Meters that is connected to the Sewerage System.

For the avoidance of doubt, where a Property within a Retirement Village does not have an Individual Meter, but the Retirement Village has one or more Common Meters, clause 7 of this schedule 2 (and not this clause 5) is to apply to that Property.

5.2 Maximum prices for Residential Properties within a Residential Multi Premises or Mixed Multi Premises with one or more Common Meters

The maximum price that the Council may levy for a Period for supplying Sewerage Services to a Residential Property within a Residential Multi Premises or Mixed Multi Premises, where that Multi Premises:

- (a) is connected to the Sewerage System; and
- (b) has one or more Common Meters,

is the sewerage service charge in Table 5 corresponding to the applicable Period in that table.

5.3 Maximum prices for Non-Residential Properties within a Mixed Multi Premises with one or more Common Meters

The maximum price that the Council may levy for a Period for supplying Sewerage Services to a Non-Residential Property within a Mixed Multi Premises, where that Multi Premises:

- (a) is connected to the Sewerage System; and
- (b) has one or more Common Meters,

is the sewerage service charge in Table 5 corresponding to the applicable Period in that table.

5.4 Maximum prices for Non-Residential Multi Premises with one or more Common Meters

The maximum price that the Council may levy supplying Sewerage Services to a Property within a Non-Residential Multi Premises, where that Multi Premises:

- (a) is connected to the Sewerage System; and
- (b) has one or more Common Meters,

is the sum of:

- (c) for a Period, the sewerage service charge calculated as the higher of:
 - (1) $(SC \times DF)/n$

Where:

SC = the sewerage service charge in Table 6 for each Common Meter for the applicable Meter size and Period in that table;

DF = the relevant Discharge Factor; and

n = the number of Properties within that Multi Premises and any other Non-Residential Multi Premises that is served by the same Common Meter or Common Meters; and

(2) SC/n

Where:

SC = the sewerage service charge in Table 5 for each Common Meter for the applicable Meter size and Period in that table; and

n = the number of Properties within that Multi Premises and any other Non-Residential Multi Premises that is served by the same Common Meter or Common Meters; and

(d) the sewerage usage charge calculated under clause 5.5 of this schedule 2.

5.5 Sewerage usage charges for Non-Residential Multi Premises with one or more Common Meters

The maximum sewerage usage charge that the Council may levy for a Meter Reading Period for supplying Sewerage Services to a Property within a Non-Residential Multi Premises with one or more Common Meters is calculated as follows for the Meter Reading Period:

$$[(W \times DF) - DA] \times UC / n$$

Where:

W = the water used (in kL) by that Multi Premises for the Meter Reading Period, as measured by the Meters;

DF = the Discharge Factor for that Multi Premises;

DA = the Discharge Allowance for the Meter Reading Period;

UC = the sewerage usage charge in Table 7 for the Meter Reading Period corresponding to the applicable Period in that table and the *volume of sewage discharged*;

n = the number of Properties in that Multi Premises; and

volume of sewage discharged = the resulting volume determined by multiplying W and DF in this clause 5.5.

6 Sewerage Services to Properties not connected but reasonably available for connection

The maximum price that the Council may levy for a Period for supplying Sewerage Services to a Property that is not connected, but is reasonably available for connection, to the Sewerage System is the sewerage service charge in Table 5 for the applicable Period in that table.

7 Sewerage Services to Retirement Villages with one or more Common Meters

7.1 Application of this clause

- (a) This clause 7 applies to Retirement Villages that are connected to the Sewerage System and have one or more Common Meters.
- (b) Clauses 3, 4 and 5 of this schedule 2 do not apply to Properties of a kind listed in clause 7.1(a) above to the extent that this clause 7 is capable of applying to those Properties.⁴

7.2 Maximum prices for Retirement Villages with one or more Common Meters

The maximum price that the Council may levy for supplying Sewerage Services to a Retirement Village which:

- (a) is connected to the Sewerage System; and
- (b) has one or more Common Meters,

is, for each Common Meter, the higher of:

- (c) for a Period, the sewerage service charge in Table 5 for the applicable Period in that table; and
- (d) the sum of:
 - (1) for a Period, the sewerage service charge in Table 6 for the applicable Meter size and applicable Period in that table; and
 - (2) for a Meter Reading Period, the sewerage usage charge calculated as follows:

$$[(W \times DF) - DA] \times UC$$

Where:

W = the water used (in kL) by that Retirement Village for the Meter Reading Period, as measured by the Meter;

⁴ If a Retirement Village has one or more Common Meters, clause 7 would apply. If a Retirement Village Unit has an Individual Meter, clause 3 of this schedule 2 (and not clause 7) would apply.

Schedule 2 Sewerage Services

DF = the Discharge Factor for that Retirement Village;

DA = the Discharge Allowance for the Meter Reading Period;

UC = the sewerage usage charge in Table 7 for the Meter Reading Period corresponding to the applicable Period in that table and the *volume of sewage discharged*; and

volume of sewage discharged = the resulting volume determined by multiplying *W* and *DF* in this clause 7.2(d)(2).

Tables 5, 6 and 7

Table 5 Sewerage service charge for (i) Metered Residential Properties; (ii) Residential Properties within a Multi Premises with one or more Common Meters; (iii) Non-Residential Properties within Mixed Multi Premises with one or more Common Meters; (iv) Unmetered Properties; (v) Non-Residential Properties with a single Individual Meter of 20mm; (vi) Properties not connected but reasonably available for connection; (vii) Retirement Villages with one or more Common Meters

	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
	(\$)	(\$)	(\$)	(\$)
Sewerage service charge	575.98	595.03 x (1 + ΔCPI_1)	614.72 x (1 + ΔCPI_2)	636.39 x (1 + ΔCPI_3)

Table 6 Sewerage service charge for (i) Non-Residential Properties with an Individual Meter of 25mm or greater or multiple Individual Meters (of any size); (ii) Non-Residential Multi Premises with one or more Common Meters

Meter size	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
Sewerage service charge (\$)				
25mm	949.83	1,131.45 x (1 + ΔCPI_1)	1,306.86 x (1 + ΔCPI_2)	1,459.16 x (1 + ΔCPI_3)
40mm	2,431.56	2,896.51 x (1 + ΔCPI_1)	3,345.57 x (1 + ΔCPI_2)	3,735.45 x (1 + ΔCPI_3)
50mm	3,799.31	4,525.79 x (1 + ΔCPI_1)	5,227.46 x (1 + ΔCPI_2)	5,836.64 x (1 + ΔCPI_3)
80mm	9,726.23	11,586.01 x (1 + ΔCPI_1)	13,382.30 x (1 + ΔCPI_2)	14,941.79 x (1 + ΔCPI_3)
100mm	15,197.22	18,103.14 x (1 + ΔCPI_1)	20,909.84 x (1 + ΔCPI_2)	23,346.55 x (1 + ΔCPI_3)
150mm	34,193.75	40,732.07 x (1 + ΔCPI_1)	47,047.13 x (1 + ΔCPI_2)	52,529.73 x (1 + ΔCPI_3)
200mm	60,788.90	72,412.56 x (1 + ΔCPI_1)	83,639.34 x (1 + ΔCPI_2)	93,386.19 x (1 + ΔCPI_3)
For Meter sizes not specified above, the following formula applies:		$\frac{(\text{Meter size})^2}{625} \times (\text{25mm sewerage service charge})$		

Tables 5, 6 and 7

Table 7 Sewerage usage charge for Sewerage Services

	Commencement Date to 30 June 2014 (\$ per kL)	1 July 2014 to 30 June 2015 (\$ per kL)	1 July 2015 to 30 June 2016 (\$ per kL)	1 July 2016 to 30 June 2017 (\$ per kL)
Sewerage usage charge where: volume of sewage discharged ≤ Discharge Allowance	0	0	0	0
Sewerage usage charge where: volume of sewage discharged > Discharge Allowance	1.07	0.99	0.92	0.83

Note: Please refer to clause 4.4, clause 5.5 or clause 7.2 (whichever is applicable) for the calculation of "volume of sewage discharged."

Schedule 3 Stormwater Drainage Services

1 Application

This schedule sets out the maximum prices that the Council may levy for Stormwater Drainage Services.

2 Stormwater Drainage Services

The maximum price that the Council may levy for a Period for supplying Stormwater Drainage Services is the stormwater drainage charge in Table 8 for the applicable Period in that table.

Table 8

Table 8 Stormwater drainage charge

	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
	(\$)	(\$)	(\$)	(\$)
Stormwater drainage charge	91.92	$99.89 \times (1 + \Delta\text{CPI}_1)$	$108.55 \times (1 + \Delta\text{CPI}_2)$	$117.96 \times (1 + \Delta\text{CPI}_3)$

Schedule 4 Trade Waste Services

1 Application

This schedule sets out the maximum prices that the Council may levy for Trade Waste Services.

2 Categories for pricing purposes

2.1 Maximum prices for 3 categories

IPART has determined maximum prices for Trade Waste Services for 3 categories:

- (a) Category 1 Trade Waste Discharge Services;
- (b) Category 2 Trade Waste Discharge Services; and
- (c) Category 3 Trade Waste Discharge Services.

2.2 Category 1 Trade Waste Discharge Services

The maximum price that the Council may levy for a Period for supplying Trade Waste Services that are Category 1 Trade Waste Discharge Services is calculated as follows:

$$AppFee1 + AnnualFee1 + ReinspectionFee$$

Where:

AppFee1 = the Category 1 Trade Waste Application Fee in Table 9;

AnnualFee1 = the Category 1 Annual Trade Waste Fee in Table 9; and

ReinspectionFee = the Reinspection Fee in Table 9 (if applicable),

each for the applicable Period in that table.

2.3 Category 2 Trade Waste Discharge Services

The maximum price that the Council may levy for a Period for supplying Trade Waste Services that are Category 2 Trade Waste Discharge Services is calculated as follows:

(a) With pre-treatment:

$$\begin{aligned} & AppFee2 + AnnualFee2 + ReinspectionFee \\ & + [(Consumption \times TWDF) \times UsageCharge] \end{aligned}$$

Where:

AppFee2 = the Category 2 Trade Waste Application Fee in Table 9 for the applicable Period in that table;

AnnualFee2 = the Category 2 Annual Trade Waste Fee in Table 9 for the applicable Period in that table;

ReinspectionFee = the Reinspection Fee in Table 9 for the applicable Period in that table (if applicable);

Consumption = the annual water consumption by the customer;

TWDF = the Trade Waste Discharge Factor; and

UsageCharge = the Trade Waste Usage Charge – compliant in Table 9 for the applicable Period in that table; and

(b) Without pre-treatment:

$$\begin{aligned} & AppFee2 + AnnualFee2 + ReinspectionFee \\ & + [(Consumption \times TWDF) \times UsageCharge] \end{aligned}$$

Where:

AppFee2 = the Category 2 Trade Waste Application Fee in Table 9 for the applicable Period in that table;

AnnualFee2 = the Category 2 Annual Trade Waste Fee in Table 9 for the applicable Period in that table;

ReinspectionFee = the Reinspection Fee in Table 9 for the applicable Period in that table (if applicable);

Consumption = the annual water consumption by the customer;

TWDF = the Trade Waste Discharge Factor; and

UsageCharge = the Trade Waste Usage Charge – non-compliant in Table 9 for the applicable Period in that table.

2.4 Category 3 Trade Waste Discharge Services

The maximum price that the Council may levy for a Period for supplying Trade Waste Services that are Category 3 Trade Waste Discharge Services is the higher of:

- (a) the price calculated in accordance with clause 2.3 above; and
- (b) the price calculated as follows:

$$AppFee3 + AnnualFee3 + ReinspectionFee + EMC$$

Where:

AppFee3 = the Category 3 Trade Waste Application Fee in Table 9;

AnnualFee3 = the Category 3 Annual Trade Waste Fee in Table 9;

ReinspectionFee = the Reinspection Fee in Table 9 (if applicable); and

EMC = the aggregate of excess mass charges in Table 10, calculated in accordance with the Trade Waste Policy,

each for the applicable Period in the relevant table.

Tables 9 and 10

Table 9 Trade waste charges

	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
	(\$)	(\$)	(\$)	(\$)
Category 1 Trade Waste Application Fee (\$ per application)	119.85	119.85 x (1 + ΔCPI_1)	119.85 x (1 + ΔCPI_2)	119.85 x (1 + ΔCPI_3)
Category 2 Trade Waste Application Fee (\$ per application)	199.95	199.95 x (1 + ΔCPI_1)	199.95 x (1 + ΔCPI_2)	199.95 x (1 + ΔCPI_3)
Category 3 Trade Waste Application Fee (\$ per application)	468.56	468.56 x (1 + ΔCPI_1)	468.56 x (1 + ΔCPI_2)	468.56 x (1 + ΔCPI_3)
Category 1 Annual Trade Waste Fee (\$ per year)	69.58	69.58 x (1 + ΔCPI_1)	69.58 x (1 + ΔCPI_2)	69.58 x (1 + ΔCPI_3)
Category 2 Annual Trade Waste Fee (\$ per year)	221.89	221.89 x (1 + ΔCPI_1)	221.89 x (1 + ΔCPI_2)	221.89 x (1 + ΔCPI_3)
Category 3 Annual Trade Waste Fee (\$ per year)	1,863.33	1,863.33 x (1 + ΔCPI_1)	1,863.33 x (1 + ΔCPI_2)	1,863.33 x (1 + ΔCPI_3)
Reinspection Fee (\$ per inspection)	111.97	111.97 x (1 + ΔCPI_1)	111.97 x (1 + ΔCPI_2)	111.97 x (1 + ΔCPI_3)
Trade Waste Usage Charge - compliant (\$ per kL)	1.62	1.62 x (1 + ΔCPI_1)	1.62 x (1 + ΔCPI_2)	1.62 x (1 + ΔCPI_3)
Trade Waste Usage Charge – non-compliant (\$ per kL)	13.80	13.80 x (1 + ΔCPI_1)	13.80 x (1 + ΔCPI_2)	13.80 x (1 + ΔCPI_3)

Table 10 Excess Mass Charges^a

Pollutant	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Aluminium (Al)	0.67	0.67 x (1 + ΔCPI ₁)	0.67 x (1 + ΔCPI ₂)	0.67 x (1 + ΔCPI ₃)
Ammonia (as Nitrogen)	0.72	0.72 x (1 + ΔCPI ₁)	0.72 x (1 + ΔCPI ₂)	0.72 x (1 + ΔCPI ₃)
Arsenic (As)	67.67	67.67 x (1 + ΔCPI ₁)	67.67 x (1 + ΔCPI ₂)	67.67 x (1 + ΔCPI ₃)
Barium (Ba)	33.85	33.85 x (1 + ΔCPI ₁)	33.85 x (1 + ΔCPI ₂)	33.85 x (1 + ΔCPI ₃)
Biological Oxygen Demand (BOD5)	0.72	0.72 x (1 + ΔCPI ₁)	0.72 x (1 + ΔCPI ₂)	0.72 x (1 + ΔCPI ₃)
Boron (B)	0.67	0.67 x (1 + ΔCPI ₁)	0.67 x (1 + ΔCPI ₂)	0.67 x (1 + ΔCPI ₃)
Bromine (Br ₂)	13.80	13.80 x (1 + ΔCPI ₁)	13.80 x (1 + ΔCPI ₂)	13.80 x (1 + ΔCPI ₃)
Cadmium (Cd)	313.29	313.29 x (1 + ΔCPI ₁)	313.29 x (1 + ΔCPI ₂)	313.29 x (1 + ΔCPI ₃)
Chloride	No charge	No charge	No charge	No charge
Chlorinated Hydrocarbons	33.85	33.85 x (1 + ΔCPI ₁)	33.85 x (1 + ΔCPI ₂)	33.85 x (1 + ΔCPI ₃)
Chlorinated Phenolics	1,378.51	1,378.51 x (1 + ΔCPI ₁)	1,378.51 x (1 + ΔCPI ₂)	1,378.51 x (1 + ΔCPI ₃)
Chlorine (Cl ₂)	1.38	1.38 x (1 + ΔCPI ₁)	1.38 x (1 + ΔCPI ₂)	1.38 x (1 + ΔCPI ₃)
Chromium (Cr) (Total)	22.55	22.55 x (1 + ΔCPI ₁)	22.55 x (1 + ΔCPI ₂)	22.55 x (1 + ΔCPI ₃)
Cobalt (Co)	13.80	13.80 x (1 + ΔCPI ₁)	13.80 x (1 + ΔCPI ₂)	13.80 x (1 + ΔCPI ₃)
Copper (Cu)	13.80	13.80 x (1 + ΔCPI ₁)	13.80 x (1 + ΔCPI ₂)	13.80 x (1 + ΔCPI ₃)
Cyanide	67.67	67.67 x (1 + ΔCPI ₁)	67.67 x (1 + ΔCPI ₂)	67.67 x (1 + ΔCPI ₃)
Fluoride (F)	3.37	3.37 x (1 + ΔCPI ₁)	3.37 x (1 + ΔCPI ₂)	3.37 x (1 + ΔCPI ₃)
Formaldehyde	1.38	1.38 x (1 + ΔCPI ₁)	1.38 x (1 + ΔCPI ₂)	1.38 x (1 + ΔCPI ₃)
Grease and Oil (Total)	1.29	1.29 x (1 + ΔCPI ₁)	1.29 x (1 + ΔCPI ₂)	1.29 x (1 + ΔCPI ₃)
Herbicides/ Defoliant/ Weedicides/ Fungicides	676.74	676.74 x (1 + ΔCPI ₁)	676.74 x (1 + ΔCPI ₂)	676.74 x (1 + ΔCPI ₃)

Tables 9 and 10

Pollutant	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Iron (Fe)	1.38	1.38 x (1 + ΔCPI ₁)	1.38 x (1 + ΔCPI ₂)	1.38 x (1 + ΔCPI ₃)
Lead (Pb)	33.85	33.85 x (1 + ΔCPI ₁)	33.85 x (1 + ΔCPI ₂)	33.85 x (1 + ΔCPI ₃)
Lithium (Li)	6.78	6.78 x (1 + ΔCPI ₁)	6.78 x (1 + ΔCPI ₂)	6.78 x (1 + ΔCPI ₃)
Methylene Blue Active Substances (MBAS)	0.67	0.67 x (1 + ΔCPI ₁)	0.67 x (1 + ΔCPI ₂)	0.67 x (1 + ΔCPI ₃)
Manganese (Mn)	6.78	6.78 x (1 + ΔCPI ₁)	6.78 x (1 + ΔCPI ₂)	6.78 x (1 + ΔCPI ₃)
Mercaptans	No charge	No charge	No charge	No charge
Mercury (Hg)	2,255.77	2,255.77 x (1 + ΔCPI ₁)	2,255.77 x (1 + ΔCPI ₂)	2,255.77 x (1 + ΔCPI ₃)
Molybdenum (Mo)	0.67	0.67 x (1 + ΔCPI ₁)	0.67 x (1 + ΔCPI ₂)	0.67 x (1 + ΔCPI ₃)
Nickel (Ni)	22.55	22.55 x (1 + ΔCPI ₁)	22.55 x (1 + ΔCPI ₂)	22.55 x (1 + ΔCPI ₃)
Nitrogen (N) (Total Kjeldahl Nitrogen)	0.17	0.17 x (1 + ΔCPI ₁)	0.17 x (1 + ΔCPI ₂)	0.17 x (1 + ΔCPI ₃)
Organoarsenic compounds	No charge	No charge	No charge	No charge
Pentachloro- phenol	1,378.51	1,378.51 x (1 + ΔCPI ₁)	1,378.51 x (1 + ΔCPI ₂)	1,378.51 x (1 + ΔCPI ₃)
Pesticides – General (excludes organochlorines and organo- phosphates)	676.74	676.74 x (1 + ΔCPI ₁)	676.74 x (1 + ΔCPI ₂)	676.74 x (1 + ΔCPI ₃)
Pesticides – Organochlorine	676.74	676.74 x (1 + ΔCPI ₁)	676.74 x (1 + ΔCPI ₂)	676.74 x (1 + ΔCPI ₃)
Pesticides – Organophos- phate	676.74	676.74 x (1 + ΔCPI ₁)	676.74 x (1 + ΔCPI ₂)	676.74 x (1 + ΔCPI ₃)
PCB	676.74	676.74 x (1 + ΔCPI ₁)	676.74 x (1 + ΔCPI ₂)	676.74 x (1 + ΔCPI ₃)
Petroleum Hydrocarbons (non-flammable)	2.27	2.27 x (1 + ΔCPI ₁)	2.27 x (1 + ΔCPI ₂)	2.27 x (1 + ΔCPI ₃)
pH	0.40	0.40 x (1 + ΔCPI ₁)	0.40 x (1 + ΔCPI ₂)	0.40 x (1 + ΔCPI ₃)

Tables 9 and 10

Pollutant	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Phenolic Compounds (non- chlorinated)	6.78	6.78 x (1 + ΔCPI ₁)	6.78 x (1 + ΔCPI ₂)	6.78 x (1 + ΔCPI ₃)
Phosphorus (Total)	1.38	1.38 x (1 + ΔCPI ₁)	1.38 x (1 + ΔCPI ₂)	1.38 x (1 + ΔCPI ₃)
Polynuclear Aromatic Hydrocarbons (PAH)	13.80	13.80 x (1 + ΔCPI ₁)	13.80 x (1 + ΔCPI ₂)	13.80 x (1 + ΔCPI ₃)
Selenium (Se)	47.61	47.61 x (1 + ΔCPI ₁)	47.61 x (1 + ΔCPI ₂)	47.61 x (1 + ΔCPI ₃)
Silver (Ag)	1.34	1.34 x (1 + ΔCPI ₁)	1.34 x (1 + ΔCPI ₂)	1.34 x (1 + ΔCPI ₃)
Sulphate (SO ₄)	0.13	0.13 x (1 + ΔCPI ₁)	0.13 x (1 + ΔCPI ₂)	0.13 x (1 + ΔCPI ₃)
Sulphide (S)	1.38	1.38 x (1 + ΔCPI ₁)	1.38 x (1 + ΔCPI ₂)	1.38 x (1 + ΔCPI ₃)
Sulphite (SO ₃)	1.38	1.38 x (1 + ΔCPI ₁)	1.38 x (1 + ΔCPI ₂)	1.38 x (1 + ΔCPI ₃)
Suspended Solids (SS or NFR)	0.92	0.92 x (1 + ΔCPI ₁)	0.92 x (1 + ΔCPI ₂)	0.92 x (1 + ΔCPI ₃)
Temperature	No charge	No charge	No charge	No charge
Thiosulphate	No charge	No charge	No charge	No charge
Tin (Sn)	6.78	6.78 x (1 + ΔCPI ₁)	6.78 x (1 + ΔCPI ₂)	6.78 x (1 + ΔCPI ₃)
Total Dissolved Solids	0.04	0.04 x (1 + ΔCPI ₁)	0.04 x (1 + ΔCPI ₂)	0.04 x (1 + ΔCPI ₃)
Uranium	No charge	No charge	No charge	No charge
Zinc (Zn)	13.80	13.80 x (1 + ΔCPI ₁)	13.80 x (1 + ΔCPI ₂)	13.80 x (1 + ΔCPI ₃)

a Prices are applied in accordance with the relevant units and acceptable limits set out in the Trade Waste Policy.

Schedule 5 Ancillary and Miscellaneous Customer Services

1 Application

This schedule sets out the maximum prices that the Council may levy for Ancillary and Miscellaneous Customer Services.

2 Prices for Ancillary and Miscellaneous Customer Services

- (a) The maximum price that the Council may levy for a Period for supplying an Ancillary and Miscellaneous Customer Service in Table 11 is:
- (1) from the Commencement Date to 30 June 2014 – the corresponding charge in Table 11;
 - (2) from 1 July 2014 to 30 June 2015 – the corresponding charge in Table 11 multiplied by $(1 + \Delta CPI_1)$;
 - (3) from 1 July 2015 to 30 June 2016 – the corresponding charge in Table 11 multiplied by $(1 + \Delta CPI_2)$; and
 - (4) from 1 July 2016 to 30 June 2017 – the corresponding charge in Table 11 multiplied by $(1 + \Delta CPI_3)$.
- (b) A reference in Table 11 to 'N/A' means that the Council does not supply the relevant service.

Table 11

Table 11 Charges for Ancillary and Miscellaneous Customer Services

No.	Ancillary and Miscellaneous Customer Services	Charge (\$)
1.	Conveyancing Certificate	
	Statement of outstanding charges	
	a) Over the counter	32.00
	b) Electronic	N/A
2.	Property Sewerage Diagram – up to and including A4 size (where available)	
	Diagram showing the location of the house-service line, building and sewer for a property	
	a) Certified (suitable for a contract of sale)	17.77
	b) Uncertified (not suitable for a contract of sale)	11.11
3.	Service Location Diagram	
	Location of sewer and/or water mains in relation to a property's boundaries	
	a) Certified (suitable for a contract of sale)	17.77
	b) Uncertified (not suitable for a contract of sale)	N/A
4.	Special Meter Reading Statement	67.25
5.	Billing Record Search Statement	
	a) Up to and including 5 years	28.70/half hour
	b) Further back than 5 years	N/A
6.	Building over or Adjacent to Asset Advice	
	Issue of letter regarding a building's compliance with required standards for building near or over a water or sewer pipes or structures	57.58
7.	Water Reconnection	
	a) During business hours	209.77
	b) Outside business hours	N/A
8.	Workshop Test of Water Meter	
	Removal of the meter by an accredited organisation at the customer's request to determine the accuracy of the water meter.	
	A separate charge relating to transportation costs and the full mechanical test which involves dismantling and inspection of meter components will also be payable.	215.25
9.	Water main disconnection (all sizes)	
	Price payable when customer requests the Council to disconnect existing service	
	a) Application for disconnection	52.04
	b) Physical disconnection	274.98

Table 11

No.	Ancillary and Miscellaneous Customer Services	Charge (\$)
10.	Water Service Connection This covers administration and system capacity analysis as required. There will be a separate charge payable to the Council if it also performs the physical connection.	
	a) Application for connection (all sizes)	52.04
	b) Physical connection	
	- 20mm	395.26
	- Greater than 20mm	By quote
11.	Standpipe Hire – Security Bond^a Security bond (all meter sizes)	733.57
12.	Standpipe Hire – Annual Fee^a Annual hire charge of standpipe issued	Water service charge specified in Table 2 of Schedule 1 of this determination for a 50mm Meter size, for the applicable Period in that table
13.	Standpipe Water Usage Fee (\$/kL)	Water usage charge specified in Table 3 of Schedule 1 of this determination, for the applicable Period in that table, per kL of water supplied
14.	Backflow Prevention Device Application and Registration Fee This fee is for initial registration of the backflow device	76.70
15.	Backflow Prevention Device Annual Administration Fee This fee is for the audit by inspectors of plumbers' annual compliance tests and the maintenance of records of results	N/A
16.	Statement of Available Pressure and Flow This fee covers all levels whether modelling is required or not	143.78
17.	Cancellation Fee – Water and Sewerage Applications A fee charged to cancel an application for services and process a refund of water and sewer application fees.	22.21

Table 11

No.	Ancillary and Miscellaneous Customer Services	Charge (\$)
18.	Section 307 Certificate A fee for preparation of a Section 307 Certificate which states whether a development complies with the <i>Water Management Act 2000</i> .	
	a) Dual occupancies	167.04
	b) Commercial buildings, factories, Torrens subdivision of dual occupancy	204.55
	c) Boundary realign with conditions	373.05
	d) Subdivisions, developments involving mains extensions	404.80
	e) Development without requirement fee	107.05
19.	Plumbing and drainage inspection fee Inspection of plumbing and drainage work to ensure compliance with prescribed standards	
	a) New sewer connection (charge per property – includes allowance for 1 water closet) (Inspection of new sewerage connections, and other connections where inspection of the junction connection is required eg, demolition and rebuild of previously connected property)	242.35
	b) Alterations (charge per property – includes allowance for 1 water closet) (Inspection of alterations and extensions to internal plumbing, where no inspection of junction is required)	220.95
	c) Each additional Water Closet (WC)	20.90
	d) Re-inspection (Each additional inspection following identification of non-compliant plumbing and drainage works)	44.84
	e) Rainwater tank connection (charge per property) (Inspection of rainwater tank(s) and associated plumbing where there is a connection from the plumbing to internal plumbing)	44.84
20.	Location of Water and Sewer Mains Onsite investigation works to identify the location (alignment and/or depth) of underground water and sewerage assets. This service will be charged on the basis of actual costs incurred by the Council. Applicants should contact the Council for an estimate of actual cost. A minimum charge of \$744.04 will apply.	By quote, with minimum cost of 744.04
21.	Septage and Septic Effluent Discharge Charge (\$/kL) Licensed contractors dispose of septage and effluent wastewater from domestic onsite sewerage systems and sewer pumping stations at the Council's sewage treatment sites. Volume charges are levied on a per kL basis to recover the cost of accepting and treating waste. The charge reflects the lack of pre-treatment. Does not include complex muddy water waste, food waste or other waste classifications determined by the Council, which are subject to a case by case fully recoverable charge.	13.80

Table 11

No.	Ancillary and Miscellaneous Customer Services	Charge (\$)
22.	Other liquid wastes transported by disposal contractors (per kL) Approved Category 4 (non-septic waste), composed primarily of water and which has no impact on the treatment process, discharged at the Council's sewage disposal sites by licensed contractors. Does not include complex muddy water waste, food waste or other waste classifications determined by the Council, which are subject to a case by case fully recoverable charge.	1.51
23.	Recoverable works This service will be charged on the basis of actual costs incurred by the Council plus internal overheads charged in accordance with the rates published annually by the Council. Applicants should contact the Council for an estimate of the cost.	By quote
24.	Water and Sewer Building Plan Assessment Review building plans with respect to the impact on assets and system capacity. Includes building over sewer, building adjacent to sewer, system load demand.	127.73
25.	Inspections Council inspects water and sewer works carried out by private developers for compliance with the Council's standards. Should the works not comply with Council's standards, a re-inspection is required. Council does not differentiate in price for major or minor works inspections. Private developers may be required to concrete encase sewer mains and provide additional sewer junctions.	
	a) Per linear meter inspection plus lab charges as resolved by the Council, with minimum charge of \$132.18 (reflects actual costs for 90 minutes administration and travel costs)	12.22per metre + Lab charges resolved by the Council Minimum charge of 132.18
	b) Charge for CCTV inspection costs (Private developers may be required to pile drive or operate substantial equipment in the vicinity of sewer mains. The Council uses CCTV to inspect the works to determine that works are in accordance with the Council's standards and damage has not occurred to sewer assets. Security Bonds taken, necessitating administration procedures.)	190.57+ 309.55/hr
26.	Development Assessment Small Projects – Small Special Priority Sewerage (SPS) and/or development with ≤ 4 lots or extension to properties outside area ▼ Council reviews and approves private developers' proposals for provision of minor sewer adjustment, private internal sewer pump stations/rising mains. (Water/sewer main extensions can result from requests by property owners for connection of unserved properties. The process is the same as that for subdivisions and redevelopments, being the requirement to pay a developer charge and construct works, generally being for one property only with one residence connecting to either the water or sewer system.	278.54+ quote for connection to mains if by private contractor + Section 307 Certificate Fee, if required

Table 11

No.	Ancillary and Miscellaneous Customer Services	Charge (\$)
	<p>Connection to mains by private developer contractors incur an additional shutdown and audit fee, which will be charges on the basis of actual costs incurred by the Council.</p> <p>Developers may be required to obtain and pay for a Section 307 Certificate, for an additional fee, which states that the development complies with the <i>Water Management Act 2000</i>.)</p> <p>▼ An additional hourly charge may apply for reviewing previously reviewed plans</p>	104.55/hr for re-reviewing plans
27.	Development Assessment Medium Projects – > 4 lots and ≤ 15 lots, and mains relocation	
	<p>▼ Council reviews and approves private developers' proposals for provision or adjustment of water and sewer infrastructure services for new developments. Includes extensions servicing subdivisions and/or sewer diversions caused by development. (Generally, new development is contained within a development servicing plan, requiring the developer to service all lots or redevelopment involving adjustment of existing sewer/water mains.</p> <p>Connections to mains by private developer contractors incur an additional shutdown and audit fee, which will be charged on the basis of actual costs incurred by the Council.</p> <p>Developers may be required to obtain and pay for a Section 307 Certificate, for an additional fee, which states that the development complies with the <i>Water Management Act 2000</i>.)</p> <p>▼ An additional hourly charge may apply for reviewing previously reviewed plans.</p>	<p>671.20 + Quote for connection to mains if by private contractor + Section 307 Certificate Fee, if required</p> <p>104.55/hr for re-reviewing plans</p>
28.	Development Assessment Large Projects – > 15 lots and < 50 lots, and/or large or medium density developments involving sewer diversions < 30 metres	
	<p>▼ Council reviews and approves private developers' proposals for provision or adjustment of water and sewer infrastructure services for new developments. Includes extensions servicing subdivisions and/or sewer diversions caused by development. (Generally, new development is contained within a development servicing plan, requiring the developer to service all lots or redevelopment involving adjustment of existing sewer/water mains.</p> <p>Connections to mains by private developer contractors incur an additional shutdown and audit fee, which will be charged on the basis of actual costs incurred by the Council.</p> <p>Developers may be required to obtain and pay for a Section 307 Certificate, for an additional fee, which states that the development complies with the <i>Water Management Act 2000</i>.)</p> <p>▼ An additional hourly charge may apply for reviewing previously reviewed plans.</p>	<p>853.44 + Quote for connection to mains if by private contractor + Section 307 Certificate Fee, if required</p> <p>104.55/hr for re-reviewing plans</p>

Schedule 6 Statement of reasons why IPART has chosen to set a methodology for fixing a maximum price

Under section 13A of the IPART Act, IPART may fix maximum prices, set a methodology for fixing maximum prices, or both. In this determination, IPART has fixed maximum prices for each year of the regulatory period, and has included a methodology for fixing the maximum price for water service charges if the Council is required by order of the Minister to make an annual contribution under section 34J of the EUA Act to the Climate Change Fund.

IPART is of the opinion that any contribution by the Council to the Climate Change Fund should be incorporated into the water service charges. However, no order has been made at the date of publication of this determination. By setting a methodology, IPART is able to provide for a contribution to the Climate Change Fund to be included in the water service charges, were an order to be made after the Commencement Date.

Schedule 7 Definitions and interpretation

1 Definitions

1.1 General definitions

In this determination:

Ancillary and Miscellaneous Customer Services means the ancillary and miscellaneous customer services referred to in paragraph 3(f) of the Order.

Category 1 Trade Waste Discharge Services means an activity:

- (a) deemed by the Council as requiring nil or minimal pre-treatment equipment and whose effluent is well defined and/or is of a relatively benign nature;
- (b) being conducted on a Non-Residential Property; and
- (c) the trade waste from which is being discharged into the Sewerage System.

Category 2 Trade Waste Discharge Services means an activity:

- (a) deemed by the Council as requiring a prescribed type of liquid trade waste pre-treatment equipment and whose effluent is well characterised;
- (b) being conducted on a Non-Residential Property; and
- (c) the trade waste from which is being discharged into the Sewerage System.

Category 3 Trade Waste Discharge Services means an activity:

- (a) deemed by the Council as being of an industrial nature and/or which results in large volumes of liquid trade waste;
- (b) being conducted on a Non-Residential Property; and
- (c) the trade waste from which is being discharged into the Sewerage System.

CCF Order has the meaning given to that term in clause 11(a) of schedule 1.

Climate Change Fund means the climate change fund established under the EUA Act or such other fund which replaces, or substantially replaces, this fund.

Commencement Date has the meaning given to that term in clause 2(b) of the *Preliminary* section of this determination.

Common Meter means a Meter that services a Multi Premises, where the Meter measures the water usage at that Multi Premises but not at each relevant Property located on or within that Multi Premises.

Community Development Lot has the meaning given to that term under the *Community Land Development Act 1989* (NSW).

Community Parcel has the meaning given to that term under the *Community Land Development Act 1989* (NSW).

Company Title Building means a building owned by a company where the issued shares of the company entitle the legal owner to exclusive occupation of a specified Company Title Dwelling within that building.

Company Title Dwelling means a dwelling within a Company Title Building.

Council has the meaning given to that term in clause 1(b) of the *Preliminary* section of this determination.

Development Services means the services referred to in paragraph 3(e) of the Order.

Discharge Allowance means, in relation to a Meter Reading Period, 0.410kL per day, multiplied by the number of days in that Meter Reading Period. Where a Meter Reading Period occurs over more than one of these periods, the Discharge Allowance is calculated by multiplying the allowance for each such period by the number of days in the Meter Reading Period that fall within such period, and aggregating those amounts. In the case of a Multi Premises, the allowance applies to the entire Multi Premises and, for avoidance of doubt, is not to be multiplied by the number of Properties within that Multi Premises.

DF or Discharge Factor means:

- (a) in relation to a Property (including a Property within a Multi Premises) with one or more Individual Meters, the percentage of water supplied to that Property which the Council assesses or deems to be discharged into the Sewerage System; and
- (b) in relation to a Property within a Multi Premises with one or more Common Meters, the percentage of water supplied to that Multi Premises which the Council assesses or deems to be discharged into the Sewerage System.

EUA Act means the *Energy and Utilities Administration Act 1987* (NSW).

Gosford Ordinance means the Gosford Planning Scheme Ordinance dated 8 February 2013, as amended or updated from time to time.

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hunter/Central Coast Pipeline Agreement means the Hunter/Central Coast Pipeline Agreement between the Council, Hunter Water Corporation and Wyong Shire Council dated 15 March 2006, or such other agreement that replaces or substantially replaces it.

Hunter Water Corporation means Hunter Water Corporation, constituted under the *Hunter Water Act 1991* (NSW).

Individual Meter means a Meter that services a Property, where the Meter measures the water usage at that Property.

IPART has the meaning given to term in clause 1(a) of the *Preliminary* section of this determination.

IPART Act has the meaning given to that term in clause 1(a) of the *Preliminary* section of this determination.

kL means kilolitre or one thousand litres.

Local Government Act means the *Local Government Act 1993* (NSW).

Meter means an apparatus for the measurement of water.

Meter Reading Period means a period equal to the number of days between:

- (a) the date (**Last Reading Date**) on which the Council last read the Meter or is taken to have read the Meter, including by estimating consumption for the Property; and
- (b) the date (**Earlier Reading Date**) immediately preceding the Last Reading Date on which the Council read the Meter or is taken to have read the Meter, including by estimating consumption for the Property,

which period includes the Last Reading Date but does not include the Earlier Reading Date.

Metered Non-Residential Property means a Non-Residential Property that is serviced by an Individual Meter.

Metered Residential Property means a Residential Property that is serviced by an Individual Meter.

Minister means the Minister for the Environment or such other Minister who may require the Council to make an annual contribution for a specified financial year to the Climate Change Fund.

Mixed Multi Premises means a Multi Premises which contains both Residential Properties and Non-Residential Properties.

Monopoly Services has the meaning given to that term in clause 1(c) of the *Preliminary* section of this determination.

Multi Premises means:

- (a) premises where there are two or more Properties (other than Properties which fall within paragraph (f) of the definition of 'Property') located on it;
- (b) but excluding premises where there are hotels, motels, guest houses or backpacker hostels (each as determined or defined by the Council under the Gosford Ordinance, or under any other relevant planning instrument adopted by the Council) located on it.

Non-Residential Property means a Property that is not a Residential Property.

Non-Residential Multi Premises means a Multi Premises containing only Non-Residential Properties.

Order has the meaning given to that term in clause 1(c) of the *Preliminary* section of this determination.

Owners Corporation has the meaning given to that term under the *Strata Schemes Management Act 1996* (NSW).

Period means:

- (a) the Commencement Date to 30 June 2014;
 - (b) 1 July 2014 to 30 June 2015;
 - (c) 1 July 2015 to 30 June 2016; or
 - (d) 1 July 2016 to 30 June 2017,
- as the case may be.

Property includes:

- (a) a Strata Title Lot;
- (b) a Company Title Dwelling;
- (c) a Community Development Lot;
- (d) a Retirement Village Unit;

Schedule 7 Definitions and interpretation

(e) a building, or part of a building, occupied or available for occupation as a separate place of domicile or separate place of business, other than a building to which paragraphs (a) to (d) apply; or

(f) land.

Rateable Land has the meaning given to that term under the Local Government Act.

Residential Multi Premises means a Multi Premises containing only Residential Properties.

Residential Property means a Property where:

(a) in the case of the Property being Rateable Land, the Property is categorised as:

- (1) residential under section 516 of the Local Government Act; or
- (2) farmland under section 515 of the Local Government Act; or

(b) in the case of the Property not being Rateable Land, the dominant use of the Property is residential, applying the classifications in section 516 of the Local Government Act.

Retirement Village has the meaning given to that term in the *Retirement Villages Act 1999* (NSW).

Retirement Village Unit means a unit located in a Retirement Village.

Sewerage Services means the sewerage services referred to in paragraph 3(b) of the Order.

Sewerage System means the sewerage system owned and operated by the Council.

Stormwater Drainage Services means the stormwater drainage services referred to in paragraph 3(c) of the Order.

Strata Title Building means a building that is subject to a strata scheme under the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Strata Title Lot means a 'lot' as that term is defined in the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Trade Waste Discharge Factor means the percentage of trade waste which the Council assesses or deems to be discharged into the Sewerage System.

Trade Waste Policy means the Council's *Discharge of Liquid Trade Waste and Septic Waste to the Gosford City Council Sewerage System* as amended from time to time.

Trade Waste Services means the trade waste services referred to in paragraph 3(d) of the Order.

Unmetered Property means a Property which is connected to the Water Supply System or Sewerage System but is not serviced by an Individual Meter or a Common Meter.⁵

Water Supply Services means the water supply services referred to in paragraph 3(a) of the Order.

Water Supply System means the water supply system owned and operated by the Council.

Wyong Shire Council means Wyong Shire Council, constituted under the Local Government Act.

1.2 Consumer Price Index

(a) CPI means the consumer price index All Groups index number for the weighted average of eight capital cities, published by the Australian Bureau of Statistics, or if the Australian Bureau of Statistics does not or ceases to publish the index, then CPI will mean an index determined by IPART.

$$(b) \Delta CPI_1 = \left(\frac{CPI_{March2014}}{CPI_{March2013}} \right) - 1$$

$$\Delta CPI_2 = \left(\frac{CPI_{March2015}}{CPI_{March2013}} \right) - 1$$

$$\Delta CPI_3 = \left(\frac{CPI_{March2016}}{CPI_{March2013}} \right) - 1$$

(c) The subtext (for example _{March2014}) when used in relation to the CPI in paragraph 1.2(b) above refers to the CPI for the quarter and year indicated (in the example, the March quarter for 2014).

⁵ This includes a Property that is connected to the Water Supply System or Sewerage System but is temporarily not serviced by a Meter.

2 Interpretation

2.1 General provisions

In this determination, unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this determination;
- (b) a reference to a schedule, annexure, clause or table is a reference to a schedule or annexure to, clause of, or table in, this determination unless otherwise indicated;
- (c) words importing the singular include the plural and vice versa;
- (d) a reference to a law or statute includes regulations, rules, codes and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (e) where a word is defined, other grammatical forms of that word have a corresponding meaning;
- (f) a reference to a day is to a calendar day;
- (g) a reference to a person:
 - (1) includes any company, partnership, joint venture, association, corporation, other body corporate or government agency; and
 - (2) includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation), replacements and assigns; and
- (h) a reference to a body, whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2.2 Explanatory notes, worked examples, simplified outline and clarification notice

- (a) Explanatory notes, worked examples and the simplified outline do not form part of this determination, but in the case of uncertainty may be relied on for interpretation purposes.
- (b) IPART may publish a clarification notice in the NSW Government Gazette to correct any manifest error in this determination. Such a clarification notice is taken to form part of this determination.

2.3 Prices exclusive of GST

Prices or charges specified in this determination do not include GST.

2.4 The Council's billing cycle

- (a) For the avoidance of doubt nothing in this determination affects when the Council may issue a bill to a customer for prices or charges under this determination.
- (b) If a Meter Reading Period commences before the Commencement Date and ends after the Commencement Date, the water usage charge or sewerage usage charge applying to that Meter Reading Period is the charge calculated as follows:
 - (1) **for the number of days falling before the Commencement Date** – by applying the water usage charge or sewerage usage charge under Determination No. 1, 2009, prior to that determination being replaced by this determination; and
 - (2) **for the number of days falling on or after the Commencement Date** – by applying the water usage charge or sewerage usage charge under this determination.
- (c) Subject to clause 2.4(b) above, if a Meter Reading Period occurs over more than one Period, the Council must levy any charge applying in this determination on a pro-rata basis.

2.5 Apparatus for checking quantity of water used

For the purposes of this determination, where the Council uses an apparatus to check the quantity of water use recorded by a Meter, that apparatus will not fall within the definition of a 'Meter'.



Independent Pricing and Regulatory Tribunal

Wyong Shire Council prices – 1 July 2013 to 30 June 2017

**Determination No. 3, 2013
May 2013**

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Mr James Cox PSM, Chief Executive Officer and Full Time Member

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Preliminary

1 Background

- (a) Section 11 of the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW) (**IPART Act**) gives the Independent Pricing and Regulatory Tribunal (**IPART**) a standing reference to conduct investigations and make reports to the Minister on the determination of the pricing for a government monopoly service supplied by a government agency specified in schedule 1 of the IPART Act.
- (b) A 'water supply authority' within the meaning of the *Water Management Act 2000* (NSW) is specified as a government agency in schedule 1 of the IPART Act. Wyong Shire Council (**Council**) is a water supply authority under the *Water Management Act 2000* (NSW).
- (c) The services which, if supplied by the Council, are declared to be government monopoly services under the *Independent Pricing and Regulatory Tribunal (Water, Sewerage and Drainage Services) Order 1997* (**Order**) are:
 - (1) water supply services;
 - (2) sewerage services;
 - (3) stormwater drainage services supplied by the Council in its capacity as a water supply authority;
 - (4) trade waste services;
 - (5) services supplied in connection with the provision or upgrading of water supply and sewerage facilities for new developments and, if required, drainage facilities for such developments;
 - (6) ancillary and miscellaneous customer services for which no alternative supply exists and which relate to the supply of services of a kind referred to in paragraphs (1) to (5) above; and
 - (7) other water supply, sewerage and drainage services for which no alternative supply exists,(together, the **Monopoly Services**).
- (d) Accordingly, IPART may determine the prices for the Monopoly Services.
- (e) In investigating and reporting on the pricing of the Monopoly Services, IPART has had regard to a broad range of matters, including the matters in section 15(1) of the IPART Act.

Preliminary

- (f) In accordance with section 13A of the IPART Act, IPART has, in this determination, fixed maximum prices, or set a methodology for fixing maximum prices, for the Monopoly Services other than the Development Services. Reasons for the use of a methodology, as required by the IPART Act, are set out in schedule 6.

2 Application of this determination

- (a) Under section 11 of the IPART Act, this determination fixes the maximum prices or sets a methodology for fixing the maximum prices that the Council may levy for the Monopoly Services other than the Development Services.
- (b) This determination commences on the later of:
 - (1) 1 July 2013; and
 - (2) the date that it is published in the NSW Government Gazette, (**Commencement Date**).
- (c) The maximum prices set out in, or calculated in accordance with, this determination apply from the Commencement Date to 30 June 2017. The maximum prices prevailing at 30 June 2017 as set out in, or as calculated in accordance with, this determination continue to apply beyond 30 June 2017 until this determination is replaced.
- (d) Under section 18(2) of the IPART Act, the Council may not fix a price below that set out in, or as calculated in accordance with, this determination without the Treasurer's approval.

3 Replacement of Determination No. 2, 2009 and Determination No. 5, 2009

- (a) In May 2009, IPART issued Determination No. 2, 2009, which set out the maximum prices for various Monopoly Services supplied by the Council for the period from 1 July 2009 to 30 June 2013.
- (b) In July 2009, IPART issued Determination No. 5, 2009, which relevantly set out the maximum prices for Water Supply Services supplied by the Council to Hunter Water Corporation for the period from the date of gazettal¹ to 30 June 2013.
- (c) This determination replaces:
 - (1) Determination No. 2, 2009; and
 - (2) Determination No. 5, 2009 to the extent that it set out the maximum prices for Water Supply Services supplied by the Council to Hunter Water Corporation,

¹ The date of gazettal of Determination No. 5, 2009 was 17 July 2009.

from the Commencement Date. The replacement does not affect anything done or omitted to be done, or rights or obligations accrued, under either of Determination No. 2, 2009 or Determination No. 5, 2009 before its replacement.

4 Monitoring

IPART may monitor the Council's performance for the purposes of:

- (a) establishing and reporting on the level of the Council's compliance with this determination; and
- (b) preparing a periodic review of pricing policies in respect of the Monopoly Services.

5 Pricing schedules

- (a) Schedule 1 and the tables in that schedule set out the maximum prices that the Council may charge for Water Supply Services.
- (b) Schedule 2 and the tables in that schedule set out the maximum prices that the Council may charge for Sewerage Services.
- (c) Schedule 3 and the tables in that schedule set out the maximum prices that the Council may charge for Stormwater Drainage Services.
- (d) Schedule 4 and the tables in that schedule set out the maximum prices that the Council may charge for Trade Waste Services.
- (e) Schedule 5 and the table in that schedule set out the maximum prices that the Council may charge for Ancillary and Miscellaneous Customer Services.
- (f) Schedule 6 sets out the reasons why IPART has chosen to set a methodology for fixing a maximum price.

6 Definitions and interpretation

Schedule 7 sets out the definitions and interpretation provisions used in this determination.

7 Simplified outline

- (a) The following is a simplified outline of the maximum prices for Water Supply Services, Sewerage Services and Stormwater Drainage Services set out in this determination.
- (b) The simplified outline has been included for guidance purposes only and does not form part of this determination.

Preliminary

Water and sewerage charges^a

Property type^b	Water service charge (Schedule 1)	Water usage charge (Schedule 1)	Sewerage service charge (Schedule 2)	Sewerage usage charge (Schedule 2)
Residential Properties				
House (including terrace) ▼ Individual Meter	Table 1	Table 5	Table 7	N/A
Strata Lot ▼ Individual Meter ▼ Common Meter	Table 1 Table 1	Table 5 Table 5	Table 7 Table 7	N/A N/A
Company Title Dwelling ▼ Individual Meter ▼ Common Meter	Table 1 Table 1	Table 5 Table 5	Table 7 Table 7	N/A N/A
Community Development Lot ▼ Individual Meter ▼ Common Meter	Table 1 Table 2	Table 5 Table 5	Table 7 Table 9	N/A N/A
Retirement Villages ▼ Individual Meter ▼ Common Meter	Table 1 Table 3	Table 5 Table 5	Table 7 Higher of: ▼ Table 7 ▼ Table 8 + usage charge	N/A Table 10 (if applicable)
All other Residential dwellings ▼ Individual Meter ▼ Common Meter	Table 1 Table 1 or Table 2	Table 5 Table 5	Table 7 Table 7 or Table 9	N/A N/A
Mixed Multi Premises				
Properties within a Mixed Multi Premises (ie, mixture of Residential and Non-Residential) ▼ Individual Meter (Residential) ▼ Individual Meter (Non-Residential) ▼ Common Meter (Residential or Non-Residential)	Table 1 See 'Non-Residential Properties' below Table 1 or Table 2	Table 5 See 'Non-Residential Properties' below Table 5	Table 7 See 'Non-Residential Properties' below Table 7 or Table 9	N/A See 'Non-Residential Properties' below N/A
Non-Residential Properties				
20mm Meter (single Individual Meter)	Table 1	Table 5	Table 7	Table 10
A single Individual Meter of 25mm or greater, or multiple Individual Meters (of any size)	Table 3	Table 5	Higher of: ▼ Table 8 x DF ^c ▼ Table 7	Table 10

Property type ^b	Water service charge (Schedule 1)	Water usage charge (Schedule 1)	Sewerage service charge (Schedule 2)	Sewerage usage charge (Schedule 2)
20mm or greater Meter (one or more Common Meters)	Table 3	Table 5	Higher of: ▼ Table 8 x DF ^c ▼ Table 7	Table 10
Other				
Unmetered Properties (Residential or Non-Residential)	Table 4	N/A	Table 7	N/A
Properties not connected but reasonably available for connection (Residential or Non-Residential)	Table 1	N/A	Table 7	N/A
Hunter Water Corporation	N/A	Table 6 ^c	N/A	N/A

^a For example, flats (ie, individual dwellings within a Multi Premises which has not been sub-divided, eg, by strata title) are generally served by a Common Meter. This table does not imply an obligation on the Council to install Individual Meters for Properties currently served by a Common Meter.

^b A reference to a Property with an Individual Meter includes a Property that is served by an Individual Meter and is within a Multi Premises served by one or more Common Meters.

^c DF = Discharge Factor.

^d The Council charges a water supply charge to Hunter Water for supplying Water Supply Services.

Stormwater drainage charges

Property type	Stormwater drainage charge (Schedule 3)
Standalone dwellings (eg, house, terrace, townhouse)	Table 11
Non-Residential Properties	Table 12
Multi Premises with one or more Common Meters	Table 13
Retirement Villages	Table 13
All other Multi Premises	Table 13

Schedule 1 Water Supply Services

1 Application

This schedule sets out the maximum prices that the Council may levy for Water Supply Services.

2 Categories for pricing purposes

IPART has determined maximum prices for Water Supply Services for 8 categories:

- (a) Metered Residential Properties;
- (b) Metered Non-Residential Properties;
- (c) Properties within a Multi Premises;
- (d) Unmetered Properties;
- (e) Properties that are not connected, but are reasonably available for connection, to the Water Supply System;
- (f) Retirement Villages with one or more Common Meters;
- (g) a Residential Multi Premises or a Mixed Multi Premises that is not a Retirement Village, Strata Title Building or Company Title Building, with one or more Common Meters; and
- (h) Hunter Water Corporation.

3 Water Supply Services to Metered Residential Properties

3.1 Application of this clause

Subject to clause 8.1 of this schedule 1, this clause 3 applies to Metered Residential Properties that are connected to the Water Supply System.

For the avoidance of doubt, where a Residential Property does not have an Individual Meter but that Property is within a Multi Premises with one or more Common Meters, clause 5 of this schedule 1 (and not this clause 3) is to apply to that Property.

3.2 Maximum prices for Metered Residential Properties

The maximum price that the Council may levy for supplying Water Supply Services to a Metered Residential Property that is connected to the Water Supply System is the sum of:

- (a) subject to clause 11 of this schedule 1, for a Period, the water service charge in Table 1 for the applicable Period in that table; and
- (b) the water usage charge levied in accordance with clause 9 of this schedule 1.

4 Water Supply Services to Metered Non-Residential Properties

4.1 Application of this clause

Subject to clause 8.1 of this schedule 1, this clause 4 applies to Metered Non-Residential Properties that are connected to the Water Supply System.

For the avoidance of doubt, where a Non-Residential Property does not have an Individual Meter but that Property is within a Multi Premises with one or more Common Meters, clause 5 of this schedule 1 (and not this clause 4) is to apply to that Property.

4.2 Maximum prices for Metered Non-Residential Properties

The maximum price that the Council may levy for supplying Water Supply Services to a Metered Non-Residential Property is the sum of:

- (a) the water service charge levied in accordance with this clause 4; and
- (b) the water usage charge levied in accordance with clause 9 of this schedule 1.

4.3 Water service charges for Metered Non-Residential Property with a single Individual Meter of 20mm

The maximum water service charge that the Council may levy for a Period for supplying Water Supply Services to a Non-Residential Property that:

- (a) is connected to the Water Supply System; and
- (b) has a single Individual Meter of 20mm,

is, subject to clause 11 of this schedule 1, the water service charge in Table 1 for the applicable Period in that table.

4.4 Water service charges for Metered Non-Residential Property with a single Individual Meter of 25mm or greater or multiple Individual Meters

The maximum water service charge that the Council may levy for a Period for supplying Water Supply Services to a Non-Residential Property that:

- (a) is connected to the Water Supply System; and
- (b) has a single Individual Meter of 25mm or greater, or multiple Individual Meters (of any size),

is, subject to clause 11 of this schedule 1, the water service charge in Table 3 for each Meter for the applicable Meter size and Period in that table.

5 Water Supply Services to Properties within a Multi Premises with one or more Common Meters

5.1 Application of this clause

Subject to clause 8.1 of this schedule 1, this clause 5 applies to Residential Properties and Non-Residential Properties within a Multi Premises with one or more Common Meters that is connected to the Water Supply System.

For the avoidance of doubt, where a Property within a Retirement Village or a Miscellaneous Water Multi Premises does not have an Individual Meter, but the Retirement Village or Miscellaneous Water Multi Premises (as the case may be) has one or more Common Meters, clause 8 of this schedule 1 (and not this clause 5) is to apply to that Property.

5.2 Maximum prices for Properties within a Multi Premises with one or more Common Meters

The maximum price that the Council may levy for supplying Water Supply Services to a Property within a Multi Premises with one or more Common Meters is the sum of:

- (a) the water service charge levied in accordance with this clause 5; and
- (b) the water usage charge levied in accordance with clause 9 of this schedule 1.

5.3 Water service charges for Residential Properties within a Multi Premises with one or more Common Meters

The maximum water service charge that the Council may levy for a Period for supplying Water Supply Services to a Residential Property within a Residential Multi Premises or a Mixed Multi Premises, where that Multi Premises:

(a) is connected to the Water Supply System; and

(b) has one or more Common Meters,

is, subject to clause 11 of this schedule 1, the water service charge in Table 1 for the applicable Period in that table.

5.4 Water service charges for Non-Residential Properties within a Mixed Multi Premises with one or more Common Meters

The maximum water service charge that the Council may levy for a Period for supplying Water Supply Services to a Non-Residential Property within a Mixed Multi Premises, where that Multi Premises:

(a) is connected to the Water Supply System; and

(b) has one or more Common Meters,

is, subject to clause 11 of this schedule 1, the water service charge in Table 1 for the applicable Period in that table.

5.5 Water service charges for Properties within a Non-Residential Multi Premises with one or more Common Meters

The maximum water service charge that the Council may levy for a Period for supplying Water Supply Services to a Property within a Non-Residential Multi Premises, where that Multi Premises:

(a) is connected to the Water Supply System; and

(b) has one or more Common Meters,

is calculated as follows:

$$\frac{SC}{n}$$

Where:

SC = subject to clause 11 of this schedule 1, the water service charge in Table 3 for each Common Meter for the applicable Meter size and Period in that table; and

n = the total number of Properties within that Multi Premises and any other Non-Residential Multi Premises that is served by that Common Meter or those Common Meters.

6 Water Supply Services to Unmetered Properties

The maximum price that the Council may levy for a Period for supplying Water Supply Services to an Unmetered Property that is connected to the Water Supply System is, subject to clause 11 of this schedule 1, the water service charge in Table 4 for the applicable Period in that table.

7 Water Supply Services to Properties not connected but reasonably available for connection

The maximum price that the Council may levy for a Period for supplying Water Supply Services to a Property that is not connected, but is reasonably available for connection, to the Water Supply System is, subject to clause 11 of this schedule 1, the water service charge in Table 1 for the applicable Period in that table.

8 Water Supply Services to a Retirement Village or a Miscellaneous Water Multi Premises, with one or more Common Meters

8.1 Application of this clause

- (a) This clause 8 applies to:
 - (1) a Retirement Village; and
 - (2) a Residential Multi Premises or a Mixed Multi Premises that is not a Retirement Village, Strata Title Building or Company Title Building (**Miscellaneous Water Multi Premises**),
that is connected to the Water Supply System and has one or more Common Meters.
- (b) Clauses 3, 4 and 5 of this schedule 1 do not apply to Properties of a kind listed in clause 8.1(a) above to the extent that this clause 8 is capable of applying to those Properties.²

² For example: (i) if a Multi Premises is a Community Parcel with a Common Meter, clause 8.3 of this schedule 1 will apply; (ii) if a Multi Premises is a Strata Title Building or Company Title Building with a Common Meter, clause 5 of this schedule 1 will apply; (iii) if a Retirement Village Unit has an Individual Meter, clause 3 of this schedule 1 will apply; (iv) if a Strata Lot has an Individual Meter, clause 3 of this schedule 1 will apply.

8.2 Maximum prices for Retirement Villages with one or more Common Meters

The maximum price that the Council may levy for supplying Water Supply Services to a Retirement Village that:

- (a) is connected to the Water Supply System; and
 - (b) has one or more Common Meters,
- is, for each Common Meter, the sum of:
- (c) subject to clause 11 of this schedule 1, for a Period, the water service charge in Table 3 for the applicable Meter size and Period in that table; and
 - (d) the water usage charge levied in accordance with clause 9 of this schedule 1.

8.3 Maximum prices for a Miscellaneous Water Multi Premises with one or more Common Meters

The maximum price that the Council may levy for supplying Water Supply Services to a Miscellaneous Water Multi Premises that:

- (a) is connected to the Water Supply System; and
 - (b) has one or more Common Meters,
- is the sum of:
- (c) subject to clause 11 of this schedule 1, for a Period, the water service charge in Table 2 for each Property within the Multi Premises for the applicable Period in that table; and
 - (d) the water usage charge levied in accordance with clause 9 of this schedule 1.

9 Maximum water usage charge

The maximum water usage charge that the Council may levy for a Meter Reading Period for supplying Water Supply Services to:

- (a) a Property (including a Property within a Multi Premises) that has one or more Individual Meters; and
- (b) a Property within a Multi Premises, where that Multi Premises has one or more Common Meters,

is the water usage charge in Table 5 for the applicable Period in that table, per each kL of Water supplied during the relevant Meter Reading Period, as measured by the Meters.

10 Water Supply Services to Hunter Water Corporation

- (a) This clause 10 only applies where the Council supplies Water Supply Services to Hunter Water Corporation pursuant to the Hunter/Central Coast Pipeline Agreement.
- (b) The maximum price that the Council may levy for a Period for supplying Water Supply Services to Hunter Water Corporation is the water supply charge in Table 6 for the applicable Period in that table per kL of water supplied during the relevant billing period.

11 Climate Change Fund

- (a) This clause 11 applies if and only if the Minister makes an order under section 34J of the EUA Act that requires the Council to make an annual contribution for a specified financial year to the Climate Change Fund (CCF Order).
- (b) The Council will amend the water service charges in Tables 1, 2, 3 or 4 of this schedule 1 (and only those charges) in accordance with clause 11(c) of this schedule 1 for the financial year corresponding to the financial year specified in the CCF Order to enable the Council to recover in that financial year (or in a subsequent financial year if clause 11(d) of this schedule 1 applies) the annual contribution specified in the CCF Order for that financial year.
- (c) The water service charges set out in Tables 1, 2, 3 or 4 will be increased for the financial year corresponding to the financial year specified in a CCF Order by an adjusted amount calculated as follows:

$$\frac{CCF\ Amount}{NoOfProperties}$$

where:

CCF Amount = the amount specified in the CCF Order for the financial year; and

NoOfProperties = the sum of:

- (a) the number of Properties connected to the Water Supply System; and
- (b) the number of Properties that are not connected, but are reasonably available for connection, to the Water Supply System,

at the date that the calculation under this clause 11(c) is made.

- (d) If a CCF Order is made:
- (1) after the Commencement Date, which requires the Council to make a contribution to the Climate Change Fund for the financial year commencing 1 July 2013;
 - (2) before the Commencement Date, but at a time that does not enable the Council to apply clause 11(b) of this schedule 1 on 1 July 2013, which requires the Council to make a contribution to the Climate Change Fund for the financial year commencing 1 July 2013; or
 - (3) at any other time during this determination, which requires the Council to make a contribution to the Climate Change Fund for a specified financial year, but:
 - (A) the CCF Order is made either before or after that financial year commences; and
 - (B) the CCF Order is made at a time that does not enable the Council to apply clause 11(b) of this schedule 1 for that financial year,the Council may recover, in a subsequent financial year to the financial year specified in the CCF Order (but not before), the amount that it would have otherwise been entitled to recover under clause 11(b) of this schedule 1 for the financial year specified in the CCF Order.
- (e) In calculating the adjusted amount in clause 11(c) of this schedule 1, the Council must, if notified in writing by IPART, submit to IPART (within the time and in the manner specified by IPART) information to enable IPART to verify that the charges the Council proposes to levy in the relevant financial year comply with this clause 11.
- (f) If IPART gives the Council notice under clause 11(e) of this schedule 1, the Council must not levy any charges in the relevant financial year until it has received written notice from IPART that IPART is satisfied that the charges the Council proposes to levy comply with this clause 11.

Tables 1, 2, 3, 4, 5 and 6

Table 1 Water service charge for (i) Metered Residential Properties; (ii) Residential Properties within a Multi Premises with one or more Common Meters; (iii) Non-Residential Properties with a single Individual Meter of 20mm; (iv) Non-Residential Properties within a Mixed Multi Premises with one or more Common Meters; (v) Properties not connected but reasonably available for connection

	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
	(\$)	(\$)	(\$)	(\$)
Water service charge	169.50	$167.47 \times (1 + \Delta\text{CPI}_1)$	$159.99 \times (1 + \Delta\text{CPI}_2)$	$155.75 \times (1 + \Delta\text{CPI}_3)$

Table 2 Water service charge for a Miscellaneous Water Multi Premises with one or more Common Meters

	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
	(\$)	(\$)	(\$)	(\$)
Water service charge	84.75	$112.21 \times (1 + \Delta\text{CPI}_1)$	$132.79 \times (1 + \Delta\text{CPI}_2)$	$155.75 \times (1 + \Delta\text{CPI}_3)$

Tables 1, 2, 3, 4, 5 and 6 |

Table 3 Water service charge for (i) Non-Residential Properties with an Individual Meter of 25mm or greater or multiple Individual Meters (of any size); (ii) Non-Residential Multi Premises with one or more Common Meters; (iii) Retirement Villages with one or more Common Meters

Meter size	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
Water service charge (\$)				
25mm	227.88	$227.57 \times (1 + \Delta CPI_1)$	$219.50 \times (1 + \Delta CPI_2)$	$215.85 \times (1 + \Delta CPI_3)$
40mm	583.37	$582.58 \times (1 + \Delta CPI_1)$	$561.93 \times (1 + \Delta CPI_2)$	$552.59 \times (1 + \Delta CPI_3)$
50mm	911.51	$910.28 \times (1 + \Delta CPI_1)$	$878.02 \times (1 + \Delta CPI_2)$	$863.42 \times (1 + \Delta CPI_3)$
80mm	2,333.47	$2,330.32 \times (1 + \Delta CPI_1)$	$2,247.72 \times (1 + \Delta CPI_2)$	$2,210.35 \times (1 + \Delta CPI_3)$
100mm	3,646.05	$3,641.13 \times (1 + \Delta CPI_1)$	$3,512.06 \times (1 + \Delta CPI_2)$	$3,453.68 \times (1 + \Delta CPI_3)$
150mm	8,203.61	$8,192.54 \times (1 + \Delta CPI_1)$	$7,902.14 \times (1 + \Delta CPI_2)$	$7,770.77 \times (1 + \Delta CPI_3)$
200mm	14,584.19	$14,564.51 \times (1 + \Delta CPI_1)$	$14,048.24 \times (1 + \Delta CPI_2)$	$13,814.70 \times (1 + \Delta CPI_3)$
For Meter sizes not specified above, the following formula applies:		$\frac{(\text{Meter size})^2 \times (25\text{mm water service charge})}{625}$		

Table 4 Water service charge for Unmetered Properties

	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
	(\$)	(\$)	(\$)	(\$)
Water service charge	560.10	$558.07 \times (1 + \Delta CPI_1)$	$550.59 \times (1 + \Delta CPI_2)$	$546.35 \times (1 + \Delta CPI_3)$

Table 5 Water usage charge for Water Supply Services

	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
	(\$ per kL)	(\$ per kL)	(\$ per kL)	(\$ per kL)
Water usage charge	2.17	$2.17 \times (1 + \Delta CPI_1)$	$2.17 \times (1 + \Delta CPI_2)$	$2.17 \times (1 + \Delta CPI_3)$

Tables 1, 2, 3, 4, 5 and 6

Table 6 Water supply charge for Water Supply Services to Hunter Water Corporation

	Commencement Date to 30 June 2014 (\$ per kL)	1 July 2014 to 30 June 2015 (\$ per kL)	1 July 2015 to 30 June 2016 (\$ per kL)	1 July 2016 to 30 June 2017 (\$ per kL)
Water supply charge	0.60	$0.60 \times (1 + \Delta CPI_1)$	$0.60 \times (1 + \Delta CPI_2)$	$0.60 \times (1 + \Delta CPI_3)$

Schedule 2 Sewerage Services

1 Application

This schedule sets out the maximum prices that the Council may levy for Sewerage Services.

2 Categories for pricing purposes

IPART has determined maximum prices for Sewerage Services for 7 categories:

- (a) Metered Residential Properties;
- (b) Metered Non-Residential Properties;
- (c) Properties within a Multi Premises;
- (d) Unmetered Properties;
- (e) Properties that are not connected, but are reasonably available for connection, to the Sewerage System;
- (f) Retirement Villages with one or more Common Meters; and
- (g) a Residential Multi Premises or a Mixed Multi Premises that is not a Retirement Village, Strata Title Building or Company Title Building, with one or more Common Meters.

3 Sewerage Services to Metered Residential Properties and Unmetered Properties

3.1 Application of this clause

Subject to clause 7.1 of this schedule 2, this clause 3 applies to:

- (a) Metered Residential Properties; and
- (b) Unmetered Properties,

that are connected to the Sewerage System.

For the avoidance of doubt, where a Residential Property does not have an Individual Meter but that Property is within a Multi Premises with one or more Common Meters, clause 5 of this schedule 2 (and not this clause 3) is to apply to that Property.

3.2 Maximum prices for Metered Residential Properties and Unmetered Properties

The maximum price that the Council may levy for a Period for supplying Sewerage Services to a Property that is:

- (a) of a kind listed in clause 3.1(a) and clause 3.1(b) above; and
- (b) connected to the Sewerage System,

is the sewerage service charge in Table 7 corresponding to the applicable Period in that table.

4 Sewerage Services to Metered Non-Residential Properties

4.1 Application of this clause

Subject to clause 7.1 of this schedule 2, this clause 4 applies to Metered Non-Residential Properties that are connected to the Sewerage System.

For the avoidance of doubt, where a Non-Residential Property does not have an Individual Meter but that Property is within a Multi Premises with one or more Common Meters, clause 5 of this schedule 2 (and not this clause 4) is to apply to that Property.

4.2 Maximum prices for Metered Non-Residential Property with a single Individual Meter of 20mm

The maximum price that the Council may levy for a Period for supplying Sewerage Services to a Non-Residential Property that:

- (a) is connected to the Sewerage System; and
- (b) has a single Individual Meter of 20mm,

is the sum of:

- (c) the sewerage service charge in Table 7 for the applicable Period in that table; and
- (d) the sewerage usage charge calculated under clause 4.4 of this schedule 2.

4.3 Maximum prices for Metered Non-Residential Property with a single Individual Meter of 25mm or greater or multiple Individual Meters (of any size)

The maximum price that the Council may levy for supplying Sewerage Services to a Non-Residential Property that:

- (a) is connected to the Sewerage System; and
- (b) has:
 - (1) a single Individual Meter of 25 mm or greater; or
 - (2) multiple Individual Meters (of any size),

is the sum of:

- (c) for a Period, the sewerage service charge calculated as the higher of:
 - (1) $SC \times DF$

Where:

SC = the sewerage service charge in Table 8 for each Meter for the applicable Meter size and Period in that table; and

DF = the relevant Discharge Factor; and

- (2) the sewerage service charge in Table 7 for the applicable Period in that table; and

- (d) the sewerage usage charge calculated under clause 4.4 of this schedule 2.

4.4 Sewerage usage charges for Metered Non-Residential Property with one or more Individual Meters

The maximum sewerage usage charge that the Council may levy for a Meter Reading Period for supplying Sewerage Services to a Non-Residential Property with one or more Individual Meters is calculated as follows:

$$[(W \times DF) - DA] \times UC$$

Where:

W = the water used (in kL) by that Non-Residential Property for the Meter Reading Period, as measured by the Meters;

DF = the Discharge Factor for that Non-Residential Property;

DA = the Discharge Allowance for the Meter Reading Period;

UC = the sewerage usage charge in Table 10 for the Meter Reading Period corresponding to the applicable Period in that table and the *volume of sewage discharged*; and

volume of sewage discharged = the resulting volume determined by multiplying *W* and *DF* in this clause 4.4.

5 Sewerage Services to Properties within Multi Premises with one or more Common Meters

5.1 Application of this clause

Subject to clause 7.1 of this schedule 2, this clause 5 applies to Residential Properties and Non-Residential Properties within a Multi Premises with one or more Common Meters that is connected to the Sewerage System.

For the avoidance of doubt, where a Property within a Retirement Village or a Miscellaneous Sewerage Multi Premises does not have an Individual Meter, but the Retirement Village or Miscellaneous Sewerage Multi Premises (as the case may be) has one or more Common Meters, clause 7 of this schedule 2 (and not this clause 5) is to apply to that Property.

5.2 Maximum prices for Residential Properties within a Residential Multi Premises or Mixed Multi Premises with one or more Common Meters

The maximum price that the Council may levy for a Period for supplying Sewerage Services to a Residential Property within a Residential Multi Premises or Mixed Multi Premises, where that Multi Premises:

- (a) is connected to the Sewerage System; and
- (b) has one or more Common Meters,

is the sewerage service charge in Table 7 corresponding to the applicable Period in that table.

5.3 Maximum prices for Non-Residential Properties within a Mixed Multi Premises with one or more Common Meters

The maximum price that the Council may levy for a Period for supplying Sewerage Services to a Non-Residential Property within a Mixed Multi Premises, where that Multi Premises:

- (a) is connected to the Sewerage System; and
- (b) has one or more Common Meters,

is the sewerage service charge in Table 7 corresponding to the applicable Period in that table.

5.4 Maximum prices for Properties within a Non-Residential Multi Premises with one or more Common Meters

The maximum price that the Council may levy for a Period for supplying Sewerage Services to a Property within a Non-Residential Multi Premises, where that Multi Premises:

(a) is connected to the Sewerage System; and

(b) has one or more Common Meters,

is the sum of:

(c) for a Period, the sewerage service charge calculated as the higher of:

$$(1) (SC \times DF)/n$$

Where:

SC = the sewerage service charge in Table 8 for each Common Meter for the applicable Meter size and Period in that table;

DF = the relevant Discharge Factor; and

n = the number of Properties within that Multi Premises and any other Non-Residential Multi Premises that is served by the same Common Meter or Common Meters; and

$$(2) SC/n$$

Where:

SC = the sewerage service charge in Table 7 for each Common Meter for the applicable Meter size and Period in that table; and

n = the number of Properties within that Multi Premises and any other Non-Residential Multi Premises that is served by the same Common Meter or Common Meters; and

(d) the sewerage usage charge calculated under clause 5.5 of this schedule 2.

5.5 Sewerage usage charges for Non-Residential Multi Premises with one or more Common Meters

The maximum sewerage usage charge that the Council may levy for a Meter Reading Period for supplying Sewerage Services to a Property within a Non-Residential Multi Premises with one or more Common Meters is calculated as follows:

$$([(W \times DF) - DA] \times UC)/n$$

Where:

Schedule 2 Sewerage Services

W = the water used (in kL) by that Multi Premises for the Meter Reading Period, as measured by the Meters;

DF = the Discharge Factor for that Multi Premises;

DA = the Discharge Allowance for the Meter Reading Period;

UC = the sewerage usage charge in Table 10 for the Meter Reading Period corresponding to the applicable Period in that table and the *volume of sewage discharged*;

n = the number of Properties in that Multi Premises; and

volume of sewage discharged = the resulting volume determined by multiplying W and DF in this clause 5.5.

6 Sewerage Services to Properties not connected but reasonably available for connection

The maximum price that the Council may levy for a Period for supplying Sewerage Services to a Property that is not connected, but is reasonably available for connection, to the Sewerage System is the sewerage service charge in Table 7 for the applicable Period in that table.

7 Sewerage Services to Retirement Villages or Miscellaneous Sewerage Multi Premises with one or more Common Meters

7.1 Application of this clause

(a) This clause 7 applies to:

- (1) a Retirement Village; and
- (2) a Residential Multi Premises or a Mixed Multi Premises that is not a Retirement Village, Strata Title Building or Company Title Building (**Miscellaneous Sewerage Multi Premises**), that is connected to the Sewerage System and has one or more Common Meters.

(b) Clauses 3, 4 and 5 of this schedule 2 do not apply to Properties of a kind listed in clause 7.1(a) above to the extent that this clause 7 is capable of applying to those Properties.³

³ For example: (i) if a Multi Premises is a Community Parcel with a Common Meter, clause 7.3 of this schedule 2 will apply; (ii) if a Multi Premises is a Strata Title Building or Company Title Building with a Common Meter, clause 5 of this schedule 2 will apply; (iii) if a Retirement Village Unit has an Individual Meter, clause 3 of this schedule 2 will apply; (iv) if a Strata Lot has an Individual Meter, clause 3 of this schedule 2 will apply.

7.2 Maximum prices for Retirement Villages with one or more Common Meters

The maximum price that the Council may levy for supplying Sewerage Services to a Retirement Village that:

- (a) is connected to the Sewerage System; and
- (b) has one or more Common Meters,

is, for each Common Meter, the higher of:

- (c) for a Period, the sewerage service charge in Table 7 for the applicable Period in that table; and
- (d) the sum of:
 - (1) for a Period, sewerage service charge in Table 8 for the applicable Meter size and Period in that table; and
 - (2) for a Meter Reading Period, the sewerage usage charge calculated as follows for the Meter Reading Period:

$$[(W \times DF) - DA] \times UC$$

Where:

W = the water used (in kL) by that Retirement Village for the Meter Reading Period, as measured by the Meter;

DF = the Discharge Factor for that Retirement Village;

DA = the Discharge Allowance for the Meter Reading Period;

UC = the sewerage usage charge in Table 10 for the Meter Reading Period for the applicable Period in that table and the *volume of sewage discharged*; and

volume of sewage discharged = the resulting volume determined by multiplying W and DF in this clause 7.2(d)(2).

7.3 Maximum prices for a Miscellaneous Sewerage Multi Premises with one or more Common Meters

The maximum price that the Council may levy for a Period for supplying Sewerage Services to a Miscellaneous Sewerage Multi Premises that:

- (a) is connected to the Sewerage System; and
- (b) has one or more Common Meters,

is the sewerage service charge in Table 9 for each Property within the Multi Premises for the applicable Period in that table.

Tables 7, 8, 9 and 10

Table 7 Sewerage service charge for (i) Metered Residential Properties; (ii) Non-Residential Properties within Mixed Multi Premises with a Common Meter; (iii) Unmetered Properties; (iv) Non-Residential Properties with a single Individual Meter of 20mm; (v) Properties not connected but reasonably available for connection; (vi) Retirement Villages with one or more Common Meters

	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Sewerage service charge	457.62	457.48 x (1 + ΔCPI ₁)	457.36 x (1 + ΔCPI ₂)	457.22 x (1 + ΔCPI ₃)

Table 8 Sewerage service charge for (i) Non-Residential Properties with an Individual Meter of 25mm or greater or multiple Individual Meters (of any size); (ii) Non-Residential Multi Premises with one or more Common Meters

Meter size	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
Sewerage service charge (\$)				
25mm	377.97	392.70 x (1 + ΔCPI ₁)	406.49 x (1 + ΔCPI ₂)	420.05 x (1 + ΔCPI ₃)
40mm	967.60	1,005.31 x (1 + ΔCPI ₁)	1,040.62 x (1 + ΔCPI ₂)	1,075.32 x (1 + ΔCPI ₃)
50mm	1,511.88	1,570.79 x (1 + ΔCPI ₁)	1,625.98 x (1 + ΔCPI ₂)	1,680.18 x (1 + ΔCPI ₃)
80mm	3,870.40	4,021.23 x (1 + ΔCPI ₁)	4,162.50 x (1 + ΔCPI ₂)	4,301.26 x (1 + ΔCPI ₃)
100mm	6,047.50	6,283.17 x (1 + ΔCPI ₁)	6,503.91 x (1 + ΔCPI ₂)	6,720.72 x (1 + ΔCPI ₃)
150mm	13,606.88	14,137.13 x (1 + ΔCPI ₁)	14,633.80 x (1 + ΔCPI ₂)	15,121.62 x (1 + ΔCPI ₃)
200mm	24,190.00	25,132.67 x (1 + ΔCPI ₁)	26,015.65 x (1 + ΔCPI ₂)	26,882.88 x (1 + ΔCPI ₃)
For Meter sizes not specified above, the following formula applies:		$\frac{(\text{Meter size})^2}{625} \times (\text{25mm sewerage service charge})$		

Tables 7, 8, 9 and 10 |

Table 9 Sewerage service charge for a Miscellaneous Sewerage Multi Premises with one or more Common Meters

	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
	(\$)	(\$)	(\$)	(\$)
Sewerage service charge	227.29	$299.94 \times (1 + \Delta CPI_1)$	$372.59 \times (1 + \Delta CPI_2)$	$457.22 \times (1 + \Delta CPI_3)$

Table 10 Sewerage usage charge for Sewerage Services

	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
	(\$ per kL)	(\$ per kL)	(\$ per kL)	(\$ per kL)
Sewerage usage charge where: volume of sewage discharged \leq Discharge Allowance	0	0	0	0
Sewerage usage charge where: volume of sewage discharged $>$ Discharge Allowance	0.83	0.83	0.83	0.83

Note: Please refer to clause 4.4, clause 5.5 or clause 7.2 (whichever is applicable) for the calculation of "volume of sewage discharged."

Schedule 3 Stormwater Drainage Services

1 Application

This schedule sets out the maximum prices that the Council may levy for Stormwater Drainage Services.

2 Categories for pricing purposes

IPART has determined prices for Stormwater Drainage Services for 3 categories:

- (a) Metered Residential Properties;
- (b) Metered Non-Residential Properties; and
- (c) Multi Premises.

3 Stormwater Drainage Services to Metered Residential Properties

- (a) This clause 3 only applies to the extent that clause 5 is not capable of applying to Metered Residential Properties.
- (b) The maximum price that the Council may levy for a Period for supplying Stormwater Drainage Services to a Metered Residential Property is the stormwater drainage charge in Table 11 for the applicable Period in that table.

4 Stormwater Drainage Services to Metered Non-Residential Properties

- (a) This clause 4 only applies to the extent that clause 5 is not capable of applying to Metered Non-Residential Properties.
- (b) The maximum price that the Council may levy for a Period for supplying Stormwater Drainage Services to a Metered Non-Residential Property is the stormwater drainage charge in Table 12 for the applicable Meter size and Period in that table.

5 Stormwater Drainage Services to Multi Premises

5.1 Strata Title Lot, Company Title Building or Community Development Lot

The maximum price that the Council may levy for a Period for supplying Stormwater Drainage Services to:

- (a) a Strata Title Lot within a Strata Title Building;
- (b) a Company Title Dwelling within a Company Title Building; or
- (c) a Community Development Lot within a Community Parcel, where the Strata Title Building, Company Title Building, or Community Parcel (as the case may be):
- (d) is connected to the Water Supply System; and
- (e) has one or more Common Meters,

is the stormwater drainage charge in Table 13 for the applicable Period in that table.

5.2 Retirement Village

The maximum price that the Council may levy for a Period for supplying Stormwater Drainage Services to a Retirement Village that:

- (a) is connected to the Water Supply System; and
- (b) has one or more Common Meters,

is the stormwater drainage charge for each Common Meter in Table 13 for the applicable Period in that table.

5.3 Multi Premises that is not a Strata Title Lot, Company Title Building, Community Development Lot or Retirement Village

The maximum price that the Council may levy for a Period for supplying Stormwater Drainage Services to a Multi Premises that:

- (a) is not a Strata Title Lot, Company Title Building, Community Development Lot, or Retirement Village;
- (b) is connected to the Water Supply System; and
- (c) has one or more Common Meters,

is the stormwater drainage charge for each Common Meter in Table 13 for the applicable Period in that table.

Tables 11, 12 and 13

Table 11 Stormwater drainage charge for Metered Residential Properties

	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
	(\$)	(\$)	(\$)	(\$)
Stormwater drainage charge	98.62	105.69 x (1 + ΔCPI ₁)	113.27 x (1 + ΔCPI ₂)	121.40 x (1 + ΔCPI ₃)

Table 12 Stormwater drainage charge for Metered Non-Residential Properties

	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
Stormwater drainage charge (\$)				
25mm	154.09	165.14 x (1 + ΔCPI ₁)	176.99 x (1 + ΔCPI ₂)	189.69 x (1 + ΔCPI ₃)
32mm	252.46	270.56 x (1 + ΔCPI ₁)	289.98 x (1 + ΔCPI ₂)	310.79 x (1 + ΔCPI ₃)
40mm	394.46	422.75 x (1 + ΔCPI ₁)	453.09 x (1 + ΔCPI ₂)	485.60 x (1 + ΔCPI ₃)
50mm	616.35	660.55 x (1 + ΔCPI ₁)	707.95 x (1 + ΔCPI ₂)	758.76 x (1 + ΔCPI ₃)
80mm	1,577.84	1,691.00 x (1 + ΔCPI ₁)	1,812.36 x (1 + ΔCPI ₂)	1,942.42 x (1 + ΔCPI ₃)
100mm	2,465.38	2,642.19 x (1 + ΔCPI ₁)	2,831.82 x (1 + ΔCPI ₂)	3,035.03 x (1 + ΔCPI ₃)
150mm	5,547.11	5,944.94 x (1 + ΔCPI ₁)	6,371.59 x (1 + ΔCPI ₂)	6,828.81 x (1 + ΔCPI ₃)
200mm	9,861.53	10,568.78 x (1 + ΔCPI ₁)	11,327.28 x (1 + ΔCPI ₂)	12,140.10 x (1 + ΔCPI ₃)
For Meter sizes not specified above, the following formula applies:		(Meter size) ² x (25mm stormwater drainage charge) ÷ 625		

Table 13 Stormwater drainage charge for Multi Premises

	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
	(\$)	(\$)	(\$)	(\$)
Stormwater drainage charge	73.96	79.27 x (1 + ΔCPI ₁)	84.95 x (1 + ΔCPI ₂)	91.05 x (1 + ΔCPI ₃)

Schedule 4 Trade Waste Services

1 Application

This schedule sets out the maximum prices that the Council may levy for Trade Waste Services.

2 Categories for pricing purposes

2.1 Maximum prices for 4 categories

IPART has determined maximum prices for Trade Waste Services for 4 categories:

- (a) Category 1 Trade Waste Discharge Services;
- (b) Category 2 Trade Waste Discharge Services;
- (c) Category 3 Trade Waste Discharge Services; and
- (d) Category S Trade Waste Discharge Services.

2.2 Category 1 Trade Waste Discharge Services

The maximum price that the Council may levy for a Period for supplying Trade Waste Services that are Category 1 Trade Waste Discharge Services is calculated as follows:

$$AppFee1 + AnnualFee1 + ReinspectionFee$$

Where:

AppFee1 = the Category 1 Trade Waste Application Fee in Table 14 (if applicable);

AnnualFee1 = the Category 1 Annual Trade Waste Fee in Table 14; and

ReinspectionFee = the Reinspection Fee in Table 14 (if applicable),

each for the applicable Period in that table.

2.3 Category 2 Trade Waste Discharge Services

The maximum price that the Council may levy for a Period for supplying Trade Waste Services that are Category 2 Trade Waste Discharge Services is calculated as follows:

- (a) With pre-treatment:

Schedule 4 Trade Waste Services

$$AppFee2 + AnnualFee2 + ReinspectionFee \\ + [(Consumption \times TWDF) \times UsageCharge]$$

Where:

AppFee2 = the Category 2 Trade Waste Application Fee in Table 14 (if applicable) for the applicable Period in that table;

AnnualFee2 = the Category 2 Annual Trade Waste Fee in Table 14 for the applicable Period in that table;

ReinspectionFee = the Reinspection Fee in Table 14 (if applicable) for the applicable Period in that table;

Consumption = the annual water consumption by the customer;

TWDF = the Trade Waste Discharge Factor; and

UsageCharge = the Trade Waste Usage Charge – compliant in Table 14 for the applicable Period in that table; and

(b) Without pre-treatment:

$$AppFee2 + AnnualFee2 + ReinspectionFee \\ + [(Consumption \times TWDF) \times UsageCharge]$$

Where:

AppFee2 = the Category 2 Trade Waste Application Fee in Table 14 (if applicable) for the applicable Period in that table;

AnnualFee2 = the Category 2 Annual Trade Waste Fee in Table 14 for the applicable Period in that table;

ReinspectionFee = the Reinspection Fee in Table 14 (if applicable) for the applicable Period in that table;

Consumption = the annual water consumption by the customer;

TWDF = the Trade Waste Discharge Factor; and

UsageCharge = the Trade Waste Usage Charge – non-compliant in Table 14 for the applicable Period in that table.

2.4 Category 3 Trade Waste Discharge Services

The maximum price that the Council may levy for a Period for supplying Trade Waste Services that are Category 3 Trade Waste Discharge Services is calculated as follows:

$$AppFee3 + AnnualFee3 + ReinspectionFee + EMC$$

Where:

AppFee3 = the Category 3 Trade Waste Application Fee in Table 14 (if applicable);

AnnualFee3 = the Category 3 Annual Trade Waste Fee in Table 14;

ReinspectionFee = the Reinspection Fee in Table 14 (if applicable); and

EMC = the aggregate of excess mass charges in Table 15, calculated in accordance with the Trade Waste Policy,

each for the applicable Period in the relevant table.

2.5 Category S Trade Waste Discharge Services

The maximum price that the Council may levy for a Period for supplying Trade Waste Services that are Category S Trade Waste Discharge Services is calculated as follows:

$$AppFeeS + AnnualFeeS + ReinspectionFee$$

Where:

AppFeeS = where the Services are provided to:

- (a) a Residential Property: the Category S Trade Waste Application Fee – Residential in Table 14 (if applicable); or
- (b) a Non-Residential Property: the Category S Trade Waste Application Fee – Non-Residential in Table 14 (if applicable);

AnnualFeeS = where the Services are provided to:

- (a) a Residential Property: the Category S Annual Trade Waste Fee – Residential in Table 14 (if applicable); or
- (b) a Non-Residential Property: the Category S Annual Trade Waste Fee – Non-Residential in Table 14 (if applicable);

Schedule 4 Trade Waste Services

ReinspectionFee = the Reinspection Fee in Table 14 (if applicable),
each for the applicable Period in that table.

Tables 14 and 15

Table 14 Trade waste charges

	Commencement Date to 30 June 2014	1 July 2014 to 30 June 2015	1 July 2015 to 30 June 2016	1 July 2016 to 30 June 2017
	(\$)	(\$)	(\$)	(\$)
Category 1 Trade Waste Application Fee (\$ per application)	49.38	49.38 x (1 + ΔCPI ₁)	49.38 x (1 + ΔCPI ₂)	49.38 x (1 + ΔCPI ₃)
Category 2 Trade Waste Application Fee (\$ per application)	62.85	62.85 x (1 + ΔCPI ₁)	62.85 x (1 + ΔCPI ₂)	62.85 x (1 + ΔCPI ₃)
Category 3 Trade Waste Application Fee (\$ per application)	963.95	963.95 x (1 + ΔCPI ₁)	963.95 x (1 + ΔCPI ₂)	963.95 x (1 + ΔCPI ₃)
Category S Trade Waste Application Fee – Residential (\$ per application)	51.91	51.91 x (1 + ΔCPI ₁)	51.91 x (1 + ΔCPI ₂)	51.91 x (1 + ΔCPI ₃)
Category S Trade Waste Application Fee – Non- Residential (\$ per application)	209.89	209.89 x (1 + ΔCPI ₁)	209.89 x (1 + ΔCPI ₂)	209.89 x (1 + ΔCPI ₃)
Category 1 Annual Trade Waste Fee (\$ per year)	86.37	86.37 x (1 + ΔCPI ₁)	86.37 x (1 + ΔCPI ₂)	86.37 x (1 + ΔCPI ₃)
Category 2 Annual Trade Waste Fee (\$ per year)	345.47	345.47 x (1 + ΔCPI ₁)	345.47 x (1 + ΔCPI ₂)	345.47 x (1 + ΔCPI ₃)
Category 3 Annual Trade Waste Fee (\$ per year)	580.31	580.31 x (1 + ΔCPI ₁)	580.31 x (1 + ΔCPI ₂)	580.31 x (1 + ΔCPI ₃)
Category S Annual Trade Waste Fee – Residential (\$ per year)	46.16	46.16 x (1 + ΔCPI ₁)	46.16 x (1 + ΔCPI ₂)	46.16 x (1 + ΔCPI ₃)

Tables 14 and 15

	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Category S Annual Trade Waste Fee – Non-Residential (\$ per year)	93.75	93.75 x (1 + ΔCPI ₁)	93.75 x (1 + ΔCPI ₂)	93.75 x (1 + ΔCPI ₃)
Reinspection Fee (\$ per inspection)	80.98	80.98 x (1 + ΔCPI ₁)	80.98 x (1 + ΔCPI ₂)	80.98 x (1 + ΔCPI ₃)
Trade Waste Usage Charge – compliant (\$ per kL)	1.02	1.22 x (1 + ΔCPI ₁)	1.42 x (1 + ΔCPI ₂)	1.62 x (1 + ΔCPI ₃)
Trade Waste Usage Charge – non-compliant (\$ per kL)	13.80	13.80 x (1 + ΔCPI ₁)	13.80 x (1 + ΔCPI ₂)	13.80 x (1 + ΔCPI ₃)

Table 15 Excess Mass Charges^a

Pollutant	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Aluminium (Al)	0.67	0.67 x (1 + ΔCPI ₁)	0.67 x (1 + ΔCPI ₂)	0.67 x (1 + ΔCPI ₃)
Ammonia (as Nitrogen)	0.72	0.72 x (1 + ΔCPI ₁)	0.72 x (1 + ΔCPI ₂)	0.72 x (1 + ΔCPI ₃)
Arsenic (As)	67.67	67.67 x (1 + ΔCPI ₁)	67.67 x (1 + ΔCPI ₂)	67.67 x (1 + ΔCPI ₃)
Barium (Ba)	33.85	33.85 x (1 + ΔCPI ₁)	33.85 x (1 + ΔCPI ₂)	33.85 x (1 + ΔCPI ₃)
Biochemical Oxygen Demand	0.72	0.72 x (1 + ΔCPI ₁)	0.72 x (1 + ΔCPI ₂)	0.72 x (1 + ΔCPI ₃)
Boron (B)	0.67	0.67 x (1 + ΔCPI ₁)	0.67 x (1 + ΔCPI ₂)	0.67 x (1 + ΔCPI ₃)
Bromine (Br ₂)	13.80	13.80 x (1 + ΔCPI ₁)	13.80 x (1 + ΔCPI ₂)	13.80 x (1 + ΔCPI ₃)
Cadmium (Cd)	313.29	313.29 x (1 + ΔCPI ₁)	313.29 x (1 + ΔCPI ₂)	313.29 x (1 + ΔCPI ₃)
Chloride	No charge	No charge	No charge	No charge
Chlorinated Hydrocarbons	33.85	33.85 x (1 + ΔCPI ₁)	33.85 x (1 + ΔCPI ₂)	33.85 x (1 + ΔCPI ₃)

Tables 14 and 15

Pollutant	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Chlorinated Phenolics	1,378.51	$1,378.51 \times (1 + \Delta CPI_1)$	$1,378.51 \times (1 + \Delta CPI_2)$	$1,378.51 \times (1 + \Delta CPI_3)$
Chlorine (Cl ₂)	1.38	$1.38 \times (1 + \Delta CPI_1)$	$1.38 \times (1 + \Delta CPI_2)$	$1.38 \times (1 + \Delta CPI_3)$
Chromium (Cr) (Total)	22.55	$22.55 \times (1 + \Delta CPI_1)$	$22.55 \times (1 + \Delta CPI_2)$	$22.55 \times (1 + \Delta CPI_3)$
Cobalt (Co)	13.80	$13.80 \times (1 + \Delta CPI_1)$	$13.80 \times (1 + \Delta CPI_2)$	$13.80 \times (1 + \Delta CPI_3)$
Copper (Cu)	13.80	$13.80 \times (1 + \Delta CPI_1)$	$13.80 \times (1 + \Delta CPI_2)$	$13.80 \times (1 + \Delta CPI_3)$
Cyanide	67.67	$67.67 \times (1 + \Delta CPI_1)$	$67.67 \times (1 + \Delta CPI_2)$	$67.67 \times (1 + \Delta CPI_3)$
Fluoride (F)	3.37	$3.37 \times (1 + \Delta CPI_1)$	$3.37 \times (1 + \Delta CPI_2)$	$3.37 \times (1 + \Delta CPI_3)$
Formaldehyde	1.38	$1.38 \times (1 + \Delta CPI_1)$	$1.38 \times (1 + \Delta CPI_2)$	$1.38 \times (1 + \Delta CPI_3)$
Grease and Oil (Total)	1.29	$1.29 \times (1 + \Delta CPI_1)$	$1.29 \times (1 + \Delta CPI_2)$	$1.29 \times (1 + \Delta CPI_3)$
Herbicides/ Defoliantes/ Weedicides/ Fungicides	676.74	$676.74 \times (1 + \Delta CPI_1)$	$676.74 \times (1 + \Delta CPI_2)$	$676.74 \times (1 + \Delta CPI_3)$
Iron (Fe)	1.38	$1.38 \times (1 + \Delta CPI_1)$	$1.38 \times (1 + \Delta CPI_2)$	$1.38 \times (1 + \Delta CPI_3)$
Lead (Pb)	33.85	$33.85 \times (1 + \Delta CPI_1)$	$33.85 \times (1 + \Delta CPI_2)$	$33.85 \times (1 + \Delta CPI_3)$
Lithium (Li)	6.78	$6.78 \times (1 + \Delta CPI_1)$	$6.78 \times (1 + \Delta CPI_2)$	$6.78 \times (1 + \Delta CPI_3)$
Methylene Blue Active Substances (MBAS)	0.67	$0.67 \times (1 + \Delta CPI_1)$	$0.67 \times (1 + \Delta CPI_2)$	$0.67 \times (1 + \Delta CPI_3)$
Manganese (Mn)	6.78	$6.78 \times (1 + \Delta CPI_1)$	$6.78 \times (1 + \Delta CPI_2)$	$6.78 \times (1 + \Delta CPI_3)$
Mercaptans	72.88	$72.88 \times (1 + \Delta CPI_1)$	$72.88 \times (1 + \Delta CPI_2)$	$72.88 \times (1 + \Delta CPI_3)$
Mercury (Hg)	2,255.77	$2,255.77 \times (1 + \Delta CPI_1)$	$2,255.77 \times (1 + \Delta CPI_2)$	$2,255.77 \times (1 + \Delta CPI_3)$
Molybdenum (Mo)	0.67	$0.67 \times (1 + \Delta CPI_1)$	$0.67 \times (1 + \Delta CPI_2)$	$0.67 \times (1 + \Delta CPI_3)$
Nickel (Ni)	22.55	$22.55 \times (1 + \Delta CPI_1)$	$22.55 \times (1 + \Delta CPI_2)$	$22.55 \times (1 + \Delta CPI_3)$

Tables 14 and 15

Pollutant	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Nitrogen (N) (Total Kjeldahl Nitrogen)	0.17	0.17 x (1 + ΔCPI_1)	0.17 x (1 + ΔCPI_2)	0.17 x (1 + ΔCPI_3)
Organoarsenic compounds	676.74	676.74 x (1 + ΔCPI_1)	676.74 x (1 + ΔCPI_2)	676.74 x (1 + ΔCPI_3)
Pentachloro- phenol	No charge	No charge	No charge	No charge
Pesticides – General (excludes organochlorines and organo- phosphates)	676.74	676.74 x (1 + ΔCPI_1)	676.74 x (1 + ΔCPI_2)	676.74 x (1 + ΔCPI_3)
Pesticides – Organochlorine	No charge	No charge	No charge	No charge
Pesticides – Organophos- phate	No charge	No charge	No charge	No charge
PCB	No charge	No charge	No charge	No charge
Petroleum Hydrocarbons (non-flammable)	2.27	2.27 x (1 + ΔCPI_1)	2.27 x (1 + ΔCPI_2)	2.27 x (1 + ΔCPI_3)
pH	0.40	0.40 x (1 + ΔCPI_1)	0.40 x (1 + ΔCPI_2)	0.40 x (1 + ΔCPI_3)
Phenolic Compounds (non- chlorinated)	6.78	6.78 x (1 + ΔCPI_1)	6.78 x (1 + ΔCPI_2)	6.78 x (1 + ΔCPI_3)
Phosphorus (Total)	1.38	1.38 x (1 + ΔCPI_1)	1.38 x (1 + ΔCPI_2)	1.38 x (1 + ΔCPI_3)
Polynuclear Aromatic Hydrocarbons (PAH)	13.80	13.80 x (1 + ΔCPI_1)	13.80 x (1 + ΔCPI_2)	13.80 x (1 + ΔCPI_3)
Selenium (Se)	47.61	47.61 x (1 + ΔCPI_1)	47.61 x (1 + ΔCPI_2)	47.61 x (1 + ΔCPI_3)
Silver (Ag)	1.34	1.34 x (1 + ΔCPI_1)	1.34 x (1 + ΔCPI_2)	1.34 x (1 + ΔCPI_3)
Sulphate (SO ₄)	0.13	0.13 x (1 + ΔCPI_1)	0.13 x (1 + ΔCPI_2)	0.13 x (1 + ΔCPI_3)
Sulphide (S)	1.38	1.38 x (1 + ΔCPI_1)	1.38 x (1 + ΔCPI_2)	1.38 x (1 + ΔCPI_3)
Sulphite (SO ₃)	1.38	1.38 x (1 + ΔCPI_1)	1.38 x (1 + ΔCPI_2)	1.38 x (1 + ΔCPI_3)

Tables 14 and 15 |

Pollutant	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Suspended Solids (SS or NFR)	0.92	0.92 x (1 + ΔCPI_1)	0.92 x (1 + ΔCPI_2)	0.92 x (1 + ΔCPI_3)
Temperature	No charge	No charge	No charge	No charge
Thiosulphate	0.26	0.26 x (1 + ΔCPI_1)	0.26 x (1 + ΔCPI_2)	0.26 x (1 + ΔCPI_3)
Tin (Sn)	6.78	6.78 x (1 + ΔCPI_1)	6.78 x (1 + ΔCPI_2)	6.78 x (1 + ΔCPI_3)
Total Dissolved Solids	0.04	0.04 x (1 + ΔCPI_1)	0.04 x (1 + ΔCPI_2)	0.04 x (1 + ΔCPI_3)
Uranium	7.29	7.29 x (1 + ΔCPI_1)	7.29 x (1 + ΔCPI_2)	7.29 x (1 + ΔCPI_3)
Zinc (Zn)	13.80	13.80 x (1 + ΔCPI_1)	13.80 x (1 + ΔCPI_2)	13.80 x (1 + ΔCPI_3)

a Prices are applied in accordance with the relevant units and acceptable limits set out in the Trade Waste Policy.

Schedule 5 Ancillary and Miscellaneous Customer Services

1 Application

This schedule sets out the maximum prices that the Council may levy for Ancillary and Miscellaneous Customer Services.

2 Prices for Ancillary and Miscellaneous Customer Services

- (a) The maximum price that the Council may levy for a Period for supplying an Ancillary and Miscellaneous Customer Service in Table 16 is:
- (1) from the Commencement Date to 30 June 2014 – the corresponding charge in Table 16;
 - (2) from 1 July 2014 to 30 June 2015 – the corresponding charge in Table 16 multiplied by $(1 + \Delta\text{CPI}_1)$;
 - (3) from 1 July 2015 to 30 June 2016 – the corresponding charge in Table 16 multiplied by $(1 + \Delta\text{CPI}_2)$; and
 - (4) from 1 July 2016 to 30 June 2017 – the corresponding charge in Table 16 multiplied by $(1 + \Delta\text{CPI}_3)$.
- (b) A reference in Table 16 to 'N/A' means that the Council does not supply the relevant service.

Table 16

Table 16 Charges for Ancillary and Miscellaneous Customer Services

No. Ancillary and Miscellaneous Customer Services	Charge (\$)
1. Conveyancing Certificate	
Statement of outstanding charges	
a) Over the counter	18.80
b) Electronic	N/A
2. Property Sewerage Diagram – up to and including A4 size (where available)	
Diagram showing the location of the house-service line, building and sewer for a property	
a) Certified	53.30
b) Uncertified	53.30
3. Service Location Diagram	
Location of sewer and/or water mains in relation to a property's boundaries	
a) Over the counter	18.80
b) Electronic	N/A
4. Special Meter Reading Statement	57.65
5. Billing Record Search Statement	
a) Up to and including 5 years	18.80
b) Further back than 5 years	18.81 for first 15 mins or part thereof then 12.56 per 15 mins or part thereof thereafter
6. Building over or Adjacent to Sewer Advice	N/A
7. Water Reconnection	
a) During business hours	38.86
b) Outside business hours	160.40
8. Workshop Test of Water Meter	
Removal of the meter by an accredited organisation at the customer's request to determine the accuracy of the water meter. This involves dismantling and inspection of meter components. If the meter is faulty no charge will be levied.	
a) 20mm to 80mm inclusive	192.99
b) Greater than 80mm	By quote
9. Application for disconnection (all sizes)	
Price payable when customer requests the Council to disconnect existing service.	
a) Application for disconnection	32.56

Table 16

No. Ancillary and Miscellaneous Customer Services	Charge (\$)
b) Physical disconnection	127.15
10. Water Service Connection	
a) Application for connection (all sizes)	32.56
b) Physical connection	
- Meter Only (20mm)	110.28
- Short or long service – 20mm	669.20
- Short or long service – 25mm	812.08
- Short service – 40mm	1,526.40
- Long service – 40mm	2,028.94
- Short service – 50mm	2,178.05
- Long service – 50mm	2,685.60
- Larger services – provision of live main connection only	By quote
Price exclusive of plant hire charges, material costs and traffic control where applicable	128.44/hr for 1st hour or part thereof then 31.95 per 15 mins or part thereof thereafter
11. Standpipe Hire – Security Bond	
a) Security bond (25mm)	397.27
b) Security bond (63mm)	764.45
12. Standpipe Hire – Annual Fee	
a) Annual fee	Water service charge specified in Table 3 of Schedule 1 of this determination (pro rated for part of year) for the applicable Meter size and Period in that table
b) Quarterly fee	
c) Monthly fee (or part thereof)	
13. Standpipe Water Usage Fee (\$/kL)	
	Water usage charge specified in Table 5 of Schedule 1 of this determination, for the applicable Period in that table, per kL of water supplied
14. Backflow Prevention Device Application and Registration Fee	66.42
This fee is for initial registration of the backflow device	
15. Backflow Prevention Application Device Annual Administration Fee	N/A
This fee is for the maintenance of records including logging of inspection reports	

Table 16

No. Ancillary and Miscellaneous Customer Services	Charge (\$)
16. Major Works Inspection Fee (\$/metre)	
This fee is for the inspection, for the purposes of approval of water and sewer mains, constructed by others, that are longer than 25 metres and/or greater than 2 metres in depth	
a) Water main	5.77
b) Gravity sewer mains	7.70
c) Rising sewer mains	5.77
17. Statement of Available Pressure and Flow	
This fee covers all levels whether hydraulic modelling is required or not	127.59
18. Underground Plant Locations	
a) Council assists in on-site physical locations. Customer to provide all equipment required to expose asset.	77.07/hr for 1st hr or part thereof then 18.79 per 15 mins or part thereof thereafter
b) Council undertakes on-site physical locations. Council to provide all equipment and labour to expose asset.	128.44/hr for 1st hr or part thereof then 31.95 per 15 min or part thereof thereafter
19. Plumbing and Drainage Inspection Fee	
a) Residential single dwelling, villas and units	155.39/unit
b) Alterations, caravan & mobile homes	78.30/permit
c) Commercial and industrial	155.39/unit +45.11/water closet
d) Additional inspections	57.64/inspection
20. Relocate Existing Stop Valve or Hydrant	
Price exclusive of plant hire charges, material costs and traffic control where applicable.	128.44/hr for 1st hour or part thereof then 31.95 per 15 mins or part thereof thereafter
21. Relocate Existing Services	
This charge applies where the required lateral adjustment exceeds that the services described in item no. 22 below.	
a) Short – 20mm	325.83
b) Long – 20mm	507.55
c) Larger services >20mm – provision of live main connection only	By quote
22. Raise / Lower / Adjust Existing Services	
A height adjustment with lateral movement no more than 2 metres from existing location	
a) 20mm service only – no materials	129.09
b) Larger services >20mm or requiring materials (by quote from Council)	By quote

Table 16

No. Ancillary and Miscellaneous Customer Services	Charge (\$)
23. Water Sample Analysis For testing of standard water quality parameters for private supplies	78.30
24. Alteration from Dual Service to Single Service 20mm service only	389.76
25. Sewerage Junction Cut-in (150mm) No excavation, no concrete encasement removal, no sideline, junction within property. Excavation provided by customer.	288.23
26. Sewerage Junction Cut-in (150mm) with sideline less than 3m No excavation, no concrete encasement removal, junction outside property. Excavation provided by customer.	301.90
27. Sewerage Junction Cut-in (225mm) No excavation, no concrete encasement removal, no sideline, junction within property. Excavation provided by customer.	674.44
28. Sewerage Junction Cut-in (225mm) with sideline less than 3m No excavation, no concrete encasement removal, junction outside property. Excavation provided by customer.	712.03
29. Sewerage Junction Cut-in Greater than 225mm or where excavation or removal of concrete encasement required by Council Price exclusive of plant hire charges, material costs and traffic control where applicable.	By quote 128.44/hr for 1st hr or part thereof then 31.95 per 15 mins or part thereof thereafter
30. Sewer Main Encasement with Concrete a) Encasement inspection fee when construction is not undertaken by Council. This fee is also applicable for inspections of other equivalent sewer protective measures. b) Construction by Council	97.34 By quote
31. Raise and Lower Sewer Manholes Raise or lower manhole greater than 300mm. There is no charge for adjustments less than 300mm. a) Price listed is the manhole adjustment inspection fee only. b) Charges for actual physical adjustment	107.14 By quote
32. Septage and Septic Effluent Discharge Charge (\$ per kL) Licensed contractors dispose of septage and effluent wastewater from domestic onsite sewerage systems and sewer pumping stations at Council's sewerage treatment sites. Volume charges are levied on a per kL basis to recover cost of accepting and treating the waste.	16.20
33. Development Investigation Fees a) Major Developments (Category 1) b) Minor Developments (Category 2) c) Class 1 and 10 Developments (Category 3)	615.51 267.11 78.21

Schedule 6 Statement of reasons why IPART has chosen to set a methodology for fixing a maximum price

Under section 13A of the IPART Act, IPART may fix maximum prices, set a methodology for fixing maximum prices, or both. In this determination, IPART has fixed maximum prices for each year of the regulatory period, and has included a methodology for fixing the maximum price for water service charges if the Council is required by order of the Minister to make an annual contribution under section 34J of the EUA Act to the Climate Change Fund.

IPART is of the opinion that any contribution by the Council to the Climate Change Fund should be incorporated into the water service charges. However, no order has been made at the date of publication of this determination. By setting a methodology, IPART is able to provide for a contribution to the Climate Change Fund to be included in the water service charges, were an order to be made after the Commencement Date.

Schedule 7 Definitions and interpretation

1 Definitions

1.1 General definitions

In this determination:

Ancillary and Miscellaneous Customer Services means the ancillary and miscellaneous customer services referred to in paragraph 3(f) of the Order.

Category 1 Trade Waste Discharge Services means an activity:

- (a) deemed by the Council as requiring nil or minimal pre-treatment equipment and whose effluent is well defined or is of a relatively low risk to the Sewerage System;
- (b) being conducted on a Non-Residential Property; and
- (c) the trade waste from which is being discharged into the Sewerage System.

Category 2 Trade Waste Discharge Services means an activity:

- (a) deemed by the Council as requiring a prescribed type of liquid trade waste pre-treatment equipment and whose effluent is well characterised;
- (b) being conducted on a Non-Residential Property; and
- (c) the trade waste from which is being discharged into the Sewerage System.

Category 3 Trade Waste Discharge Services means an activity:

- (a) deemed by the Council as being of an industrial nature and/or which results in large volumes of liquid trade waste;
- (b) being conducted on a Non-Residential Property; and
- (c) the trade waste from which is being discharged into the Sewerage System.

Category S Trade Waste Discharge Services means the discharge of Septic Tank Waste or Pan Waste into the Sewerage System.

CCF Order has the meaning given to that term in clause 11(a) of schedule 1.

Climate Change Fund means the climate change fund established under the EUA Act or such other fund which replaces, or substantially replaces, this fund.

Commencement Date has the meaning given to that term in clause 2(b) of the *Preliminary* section of this determination.

Common Meter means a Meter that services a Multi Premises, where the Meter measures the water usage at that Multi Premises but not at each relevant Property located on or within that Multi Premises.

Community Development Lot has the meaning given to that term under the *Community Land Development Act 1989* (NSW).

Community Parcel has the meaning given to that term under the *Community Land Development Act 1989* (NSW).

Company Title Building means a building owned by a company where the issued shares of the company entitle the legal owner to exclusive occupation of a specified Company Title Dwelling within that building.

Company Title Dwelling means a dwelling within a Company Title Building.

Council has the meaning given to that term in clause 1(b) of the *Preliminary* section of this determination.

Development Services means the services referred to in paragraph 3(e) of the Order.

Discharge Allowance means, in relation to a Meter Reading Period, 0.410 kL per day, multiplied by the number of days in that Meter Reading Period. Where a Meter Reading Period occurs over more than one of these periods, the Discharge Allowance is calculated by multiplying the allowance for each such period by the number of days in the Meter Reading Period that fall within such period, and aggregating those amounts. In the case of a Multi Premises, the allowance applies to the entire Multi Premises and, for avoidance of doubt, is not to be multiplied by the number of Properties within that Multi Premises.

DF or Discharge Factor means:

- (a) in relation to a Property (including a Property within a Multi Premises) with one or more Individual Meters, the percentage of water supplied to that Property which the Council assesses or deems to be discharged into the Sewerage System; and
- (b) in relation to a Property within a Multi Premises with one or more Common Meters, the percentage of water supplied to that Multi

Schedule 7 Definitions and interpretation

Premises which the Council assesses or deems to be discharged into the Sewerage System.

EUA Act means the *Energy and Utilities Administration Act 1987* (NSW).

Gosford City Council means Gosford City Council, constituted under the Local Government Act.

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hunter/Central Coast Pipeline Agreement means the Hunter/Central Coast Pipeline Agreement between the Council, Hunter Water Corporation and Gosford City Council dated 15 March 2006, or such other agreement that replaces or substantially replaces it.

Hunter Water Corporation means Hunter Water Corporation, constituted under the *Hunter Water Act 1991* (NSW).

Individual Meter means a Meter that services a Property, where the Meter measures the water usage at that Property.

IPART has the meaning given to term in clause 1(a) of the *Preliminary* section of this determination.

IPART Act has the meaning given to that term in clause 1(a) of the *Preliminary* section of this determination.

kL means kilolitre or one thousand litres.

Local Government Act means the *Local Government Act 1993* (NSW).

Local Government Regulation means the *Local Government (General) Regulation 2005* (NSW).

Meter means an apparatus for the measurement of water.

Meter Reading Period means a period equal to the number of days between:

- (a) the date (**Last Reading Date**) on which the Council last read the Meter or is taken to have read the Meter, including by estimating consumption for the Property; and
- (b) the date (**Earlier Reading Date**) immediately preceding the Last Reading Date on which the Council read the Meter or is taken to have read the Meter, including by estimating consumption for that Property,

which period includes the Last Reading Date but does not include the Earlier Reading Date.

Metered Non-Residential Property means a Non-Residential Property that is serviced by an Individual Meter.

Metered Property means a Metered Residential Property or a Metered Non-Residential Property.

Metered Residential Property means a Residential Property that is serviced by an Individual Meter.

Minister means the Minister for the Environment or such other Minister who may require the Council to make an annual contribution for a specified financial year to the Climate Change Fund.

Miscellaneous Sewerage Multi Premises has the meaning given to that term in clause 7.1(a)(2) of schedule 2 of this determination.

Miscellaneous Water Multi Premises has the meaning given to that term in clause 8.1(a)(2) of schedule 1 of this determination.

Mixed Multi Premises means a Multi Premises which contains both Residential Properties and Non-Residential Properties.

Monopoly Services has the meaning given to that term in clause 1(c) of the *Preliminary* section of this determination.

Multi Premises means:

- (a) premises where there are two or more Properties (other than Properties which fall within paragraph (f) of the definition of 'Property') located on it;
- (b) but excluding premises where there are hotels, motels, guest houses or backpacker hostels.

Non-Residential Multi Premises means a Multi Premises containing only Non-Residential Properties.

Non-Residential Property means a Property that is not a Residential Property.

Order has the meaning given to that term in clause 1(c) of the *Preliminary* section of this determination.

Owners Corporation has the meaning given to that term under the *Strata Schemes Management Act 1996* (NSW).

Pan Waste means any waste contained in a “pan,” as that term is defined in the Local Government Regulation.

Period means:

- (a) the Commencement Date to 30 June 2014;
- (b) 1 July 2014 to 30 June 2015;
- (c) 1 July 2015 to 30 June 2016; or
- (d) 1 July 2016 to 30 June 2017,

as the case may be.

Property includes:

- (a) a Strata Title Lot;
- (b) a Company Title Dwelling;
- (c) a Community Development Lot;
- (d) a Retirement Village Unit;
- (e) a building, or part of a building, occupied or available for occupation as a separate place of domicile or separate place of business, other than a building to which paragraphs (a) to (d) apply; or
- (f) land.

Rateable Land has the meaning given to that term under the Local Government Act.

Residential Multi Premises means a Multi Premises containing only Residential Properties.

Residential Property means a Property where:

- (a) in the case of the Property being Rateable Land, the Property is categorised as:
 - (1) residential under section 516 of the Local Government Act;
 - (2) farmland under section 515 of the Local Government Act; or
- (b) in the case of the Property not being Rateable Land, the dominant use of the Property is residential, applying the classifications in section 516 of the Local Government Act.

Retirement Village has the meaning given to that term in the *Retirement Villages Act 1999* (NSW).

Retirement Village Unit means a unit located in a Retirement Village.

Septic Tank Waste means any waste contained in a “septic tank,” as that term is defined in the Local Government Regulation.

Sewerage Services means the sewerage services referred to in paragraph 3(b) of the Order.

Sewerage System means the sewerage system owned and operated by the Council.

Stormwater Drainage Services means the stormwater drainage services referred to in paragraph 3(c) of the Order.

Strata Title Building means a building that is subject to a strata scheme under the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Strata Title Lot means a 'lot' as that term is defined in the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Trade Waste Discharge Factor means the percentage of trade waste which the Council assesses or deems to be discharged into the Sewerage System.

Trade Waste Policy means the Council's *Policy for Discharge of Liquid Trade Waste to the Sewerage System (Policy No: WSC056)* as amended from time to time.

Trade Waste Services means the trade waste services referred to in paragraph 3(d) of the Order.

Unmetered Property means a Property which is connected to the Water Supply System or Sewerage System but is not serviced by an Individual Meter or a Common Meter.

Water Supply Services means the water supply services referred to in paragraph 3(a) of the Order.

Water Supply System means the water supply system owned and operated by the Council.

1.2 Consumer Price Index

(a) CPI means the consumer price index All Groups index number for the weighted average of eight capital cities, published by the Australian Bureau of Statistics, or if the Australian Bureau of Statistics does not or ceases to publish the index, then CPI will mean an index determined by IPART.

$$(b) \Delta CPI_1 = \left(\frac{CPI_{March2014}}{CPI_{March2013}} \right) - 1$$

$$\Delta CPI_2 = \left(\frac{CPI_{March2015}}{CPI_{March2013}} \right) - 1$$

$$\Delta CPI_3 = \left(\frac{CPI_{March2016}}{CPI_{March2013}} \right) - 1$$

- (c) The subtext (for example ^{March}2014) when used in relation to the CPI in paragraph 1.2(b) above refers to the CPI for the quarter and year indicated (in the example, the March quarter for 2014).

2 Interpretation

2.1 General provisions

In this determination, unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this determination;
- (b) a reference to a schedule, annexure, clause or table is a reference to a schedule or annexure to, clause of, or table in, this determination unless otherwise indicated;
- (c) words importing the singular include the plural and vice versa;
- (d) a reference to a law or statute includes regulations, rules, codes and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (e) where a word is defined, other grammatical forms of that word have a corresponding meaning;
- (f) a reference to a day is to a calendar day;
- (g) a reference to a person:
 - (1) includes any company, partnership, joint venture, association, corporation, other body corporate or government agency; and
 - (2) includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation), replacements and assigns; and
- (h) a reference to a body, whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2.2 Explanatory notes, simplified outline and clarification notice

- (a) Explanatory notes and the simplified outline do not form part of this determination, but in the case of uncertainty may be relied on for interpretation purposes.
- (b) IPART may publish a clarification notice in the NSW Government Gazette to correct any manifest error in this determination. Such a clarification notice is taken to form part of this determination.

2.3 Prices exclusive of GST

Prices or charges specified in this determination do not include GST.

2.4 The Council's billing cycle

- (a) For the avoidance of doubt nothing in this determination affects when the Council may issue a bill to a customer for prices or charges under this determination.
- (b) If a Meter Reading Period commences before the Commencement Date and ends after the Commencement Date, the water usage charge or sewerage usage charge applying to that Meter Reading Period is the charge calculated as follows:
 - (1) **for the number of days falling before the Commencement Date** – the water usage charge or sewerage usage charge under Determination No. 2, 2009, prior to that determination being replaced by this determination; and
 - (2) **for the number of days falling on or after the Commencement Date** – the water usage charge or sewerage usage charge under this determination.
- (c) Subject to clause 2.4(b) above, if a Meter Reading Period occurs over more than one Period, the Council must levy any charge applying in this determination on a pro-rata basis.

2.5 Apparatus for checking quantity of water used

For the purposes of this determination, where the Council uses an apparatus to check the quantity of water use recorded by a Meter, that apparatus will not fall within the definition of a 'Meter'.



Independent Pricing and Regulatory Tribunal

Maximum prices for Hunter Water Corporation from 1 July 2013 to 30 June 2017

Determination No. 4, 2013

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The Tribunal members for this review are:

Dr Peter J Boxall AO, Chairman

Mr James Cox PSM, Chief Executive Officer and Full Time Member

Mr Simon Draper, Part Time Member

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Preliminary

1 Background

- (a) Section 11 of the *Independent Pricing and Regulatory Tribunal Act 1992* (**IPART Act**) gives the Independent Pricing and Regulatory Tribunal (**IPART**) a standing reference to conduct investigations and make reports to the Minister on the determination of the pricing for a government monopoly service supplied by a government agency specified in Schedule 1 of the IPART Act.
- (b) Hunter Water Corporation (**Hunter Water**) is listed as a government agency in Schedule 1 of the IPART Act. However, Schedule 1 excludes any water or sewerage services supplied by Hunter Water in respect of the Dungog local government area prior to the commencement of IPART's first determination made under section 11 of the IPART Act for Hunter Water after the commencement of the *Independent Pricing and Regulatory Tribunal Amendment (Hunter Water) Regulation 2008* (the **Regulation**).
- (c) The Regulation commenced on 27 June 2008. This is IPART's second determination made under section 11 of the IPART Act for Hunter Water after commencement of the Regulation. Accordingly, the water and sewerage services supplied by Hunter Water in respect of the Dungog local government area are no longer excluded for the purposes of Schedule 1 of the IPART Act.
- (d) The services which, if supplied by Hunter Water, are declared as monopoly services under the *Independent Pricing and Regulatory Tribunal (Water, Sewerage and Drainage Services) Order 1997* (**Order**) are:
 - (1) water supply services;
 - (2) sewerage services;
 - (3) stormwater drainage services;
 - (4) trade waste services;
 - (5) services supplied in connection with the provision or upgrading of water supply and sewerage facilities for new developments and, if required, drainage facilities for such developments;
 - (6) ancillary and miscellaneous customer services for which no alternative supply exists and which relate to the supply of services of a kind referred to in paragraphs (1) to (5); and
 - (7) other water supply, sewerage and drainage services for which no alternative supply exists,(together, the **Monopoly Services**).

2 Application of this determination

- (a) Under section 11 of the IPART Act, this determination fixes the maximum prices that Hunter Water may charge for the Monopoly Services.
- (b) This determination commences on the later of:
 - (1) 1 July 2013; and
 - (2) the date that it is published in the NSW Government Gazette, (Commencement Date).
- (c) The maximum prices set out in, or calculated in accordance with, this determination apply from the Commencement Date to 30 June 2017. The maximum prices prevailing at 30 June 2017, as set out in this determination, continue to apply beyond 30 June 2017 until this determination is replaced.
- (d) The maximum prices set out in, or calculated in accordance with, this determination do not apply to any Infrastructure Services supplied by Hunter Water to an access seeker pursuant to an access agreement under section 39 or an access determination under section 40 of the *Water Industry Competition Act 2006* (NSW).
- (e) Under section 18(2) of the IPART Act, Hunter Water may not fix a price below that determined in this determination without the approval of the Treasurer.

3 Replacement of Determination No. 4 of 2009

Subject to clauses 2.4(b) and 2.4(c) of schedule 7, this determination replaces Determination No. 4 of 2009 from the Commencement Date. The replacement does not affect anything done or omitted to be done, or rights and obligations accrued, under Determination No. 4 of 2009 prior to its replacement.

4 Partial replacement of Determination No. 5 of 2009

Subject to clauses 2.4(b) and 2.4(c) of schedule 7, this determination replaces Determination No. 5 of 2009 to the extent that it sets out the maximum prices for water supply services supplied by Hunter Water to Wyong Shire Council or Gosford City Council from the Commencement Date. The replacement does not affect anything done or omitted to be done, or rights and obligations accrued, under Determination No. 5 of 2009 prior to its partial replacement.

5 Monitoring

IPART may monitor the performance of Hunter Water for the purposes of:

- (a) establishing and reporting on the level of compliance by Hunter Water with this determination; and
- (b) preparing a periodic review of pricing policies in respect of the Monopoly Services supplied by Hunter Water.

6 Approach to determining maximum prices

- (a) On 27 March 2013, IPART received a letter from the Minister for Finance and Services directing IPART under section 16A of the IPART Act to include, when determining maximum prices, an amount representing the efficient cost to Hunter Water of complying with the requirement imposed on it to provide a subsidy of up to \$10 million for the Kooragang Island water recycling project (**Section 16A Direction relating to Kooragang Island**).
- (b) In determining the pricing for Hunter Water's Monopoly Services, IPART has:
 - (1) included in the maximum prices an amount required under the Section 16A Direction relating to Kooragang Island; and
 - (2) had regard to a broad range of matters, including the matters set out in section 15(1) of the IPART Act.

7 Pricing schedules

- (a) Schedule 1 and the tables in that schedule set out the maximum prices that Hunter Water may charge for water supply services.
- (b) Schedule 2 and the tables in that schedule set out the maximum prices that Hunter Water may charge for sewerage services.
- (c) Schedule 3 and the tables in that schedule set out the maximum prices that Hunter Water may charge for stormwater drainage services.
- (d) Schedule 4 and the tables in that schedule set out the maximum prices that Hunter Water may charge for trade waste services.
- (e) Schedule 5 and the tables in that schedule set out the maximum prices that Hunter Water may charge for Backlog Sewerage Services and Clarence Town sewerage connection services.
- (f) Schedule 6 and the table in that schedule set out the maximum prices that Hunter Water may charge for ancillary and miscellaneous customer services for which no alternative supply exists.

Preliminary

8 Definitions and Interpretation

Schedule 7 sets out the definitions and interpretation provisions used in this determination.

9 Simplified outline

- (a) The following is a simplified outline of the maximum prices for:
- (1) water supply services (excluding the supply of Unfiltered Water);
 - (2) sewerage services (excluding Backlog Sewerage Services and Clarence Town sewerage connection services); and
 - (3) stormwater drainage services,
- set out in this determination.
- (b) The simplified outline has been included for guidance purposes only.

Water charges (Schedule 1):

Property type	Water service charge	Water usage charge (Filtered Water) for usage of 50,000 kL pa or less	Water usage charge (Filtered Water) for usage above 50,000 kL pa
Residential Properties (Individual Meter or Common Meter)			
All Metered Residential Properties (eg, house, terrace, townhouse, flats, apartments and units)	Table 1	Table 3	Table 4
Metered Non-Residential Properties (including within a Multi Premises)			
With a single Individual Meter of 20mm	Table 1	Table 3	Table 4
With a single Individual Meter of 25mm or greater or multiple Individual Meters (of any size)	Table 2	Table 3	Table 4
Non-Residential Multi Premises with one or more Common Meters / Non-Residential Properties in Mixed Multi Premises with one or more Common Meters			
Non-Residential Multi Premises with one or more Common Meters	Table 2#	Table 3	Table 4
Non-Residential Property within a Mixed Multi Premises with one or more Common Meters	Table 1	Table 3	Table 4

Preliminary |

Property type	Water service charge	Water usage charge (Filtered Water) for usage of 50,000 kL pa or less	Water usage charge (Filtered Water) for usage above 50,000 kL pa
Unmetered Properties			
Unmetered Property (Residential or Non-Residential)	Table 6	N/A	N/A

The water service charge is the maximum charge for the Non-Residential Multi Premises and Hunter Water may choose to divide the charge among the properties within the Non-Residential Multi Premises (for example, based on unit entitlement, or the number of properties within the Multi Premises).

Sewerage charges (Schedule 2):

Property type	Sewerage service charge	Sewerage usage charge
Residential Properties		
Residential Properties not within a Multi Premises (eg, house, terrace, townhouse) and Vacant Land	Table 9	N/A
Residential Properties within a Multi Premises (eg, flats, apartments and units)	Table 8	N/A
Metered Non-Residential Properties (including within a Multi Premises)		
A single Individual Meter of 20mm	Table 9	Table 11
A single Individual Meter of 25 mm or greater or multiple Individual Meters (of any size)	Higher of: ▼ Table 10 x DF [^] ▼ Table 9	Table 11
Non-Residential Multi Premises with one or more Common Meters / Non-Residential Properties in Mixed Multi Premises with one or more Common Meters		
Non-Residential Multi Premises with one or more Common Meters~ (ie not Individually Metered)	Higher of: ▼ Table 10 x DF [^] # ▼ Table 9#	Table 11
Non-Residential Property within a Mixed Multi Premises with one or more Common Meters (ie not Individually Metered)	Table 8	N/A
Unmetered Properties		
Unmetered Property (Residential or Non-Residential)	Table 9	N/A

~ This does not apply where each Property within the Non-Residential Multi Premises has an Individual Meter. In such case, each Property would be considered a Metered Non-Residential Property for charging purposes.

The sewerage service charge is the maximum charge for the Non-Residential Multi Premises and Hunter Water may choose to divide the charge among the properties within the Non-Residential Multi Premises (for example, based on unit entitlement, or the number of properties within the Multi Premises).

[^] DF refers to Discharge Factor.

Preliminary

Stormwater drainage service charges (only apply if Property is in a Drainage Area) (Schedule 3):

Property type	Stormwater drainage charge
Residential Properties, and Properties within a Residential Multi Premises or Mixed Multi Premises	
Residential Properties that are not within a Multi Premises (eg, house, terrace, townhouse) and Vacant Land	Table 13
Properties within a Residential Multi Premises or Mixed Multi Premises (eg, flats, apartments and units)	Table 12
Non-Residential Properties	
Non-Residential Properties not within a Multi Premises	Table 14 [^]
Non-Residential Properties within a Non-Residential Multi Premises	Table 14 ^{^#}

[^] Charge depends on land size.

[#] The stormwater drainage service charge is the maximum charge for the Non-Residential Multi Premises and Hunter Water may choose to divide the charge among the properties within the Non-Residential Multi Premises (for example, based on unit entitlement, or the number of properties within the Multi Premises).

Schedule 1 Water Supply Services

1 Application

This Schedule sets the maximum prices that Hunter Water may charge for services under paragraph 3(a) of the Order (water supply services).

2 Categories for pricing purposes

Maximum prices for water supply services have been determined for 5 categories:

- (a) Metered Residential Properties;
- (b) Metered Non-Residential Properties;
- (c) Properties within a Multi Premises;
- (d) Unmetered Properties; and
- (e) Gosford City Council and Wyong Shire Council.

3 Maximum prices for water supply services to Metered Residential Properties

3.1 Application of clause

- (a) This clause 3 applies to Metered Residential Properties that are connected to the Water Supply System.
- (b) For the avoidance of doubt, where a Residential Property does not have an Individual Meter but that Property is within a Multi Premises with one or more Common Meters, clause 5 of this schedule 1 (and not this clause 3) is to apply to that Property.

3.2 Maximum prices for Metered Residential Properties

The maximum price that Hunter Water may levy for supplying water supply services to a Metered Residential Property that is connected to the Water Supply System is the sum of:

- (1) the **water service charge** in Table 1 corresponding to the applicable Period in that table; and
- (2) the **water usage charge** levied in accordance with clause 6.1 of this schedule 1.

4 Maximum prices for water supply services to Metered Non-Residential Properties

4.1 Application of clause

- (a) This clause 4 applies to Metered Non-Residential Properties that are connected to the Water Supply System.
- (b) For the avoidance of doubt, where a Non-Residential Property does not have an Individual Meter but that Property is within a Multi Premises with one or more Common Meters, clause 5 of this schedule 1 (and not this clause 4) is to apply to that Property.

4.2 Maximum prices for Metered Non-Residential Property with a single Individual Meter of 20mm

The maximum water service charge that Hunter Water may levy for a Period for the supply of water to a Metered Non-Residential Property where that Property:

- (a) is connected to the Water Supply System; and
- (b) has a single Individual Meter of 20mm,

is the sum of:

- (1) the **water service charge** in Table 1 corresponding to the applicable Period in that table; and
- (2) the **water usage charge** levied in accordance with clause 6.1 of this schedule 1.

4.3 Maximum prices for Metered Non-Residential Property with a single Individual Meter of 25mm or greater, or multiple Individual Meters

The maximum water service charge that Hunter Water may levy for a Period for the supply of water to a Metered Non-Residential Property where that Property:

- (a) is connected to the Water Supply System; and
- (b) has a single Individual Meter of 25mm or greater, or multiple Individual Meters (of any size),

is the sum of:

- (1) the **water service charge** in Table 2 for each Meter, corresponding to the applicable Meter size and Period in that table; and
- (2) the **water usage charge** levied in accordance with clause 6.1 of this schedule 1.

5 Maximum prices for water supply services to Properties within a Multi Premises with one or more Common Meters

5.1 Application

- (a) This clause 5 applies to Properties which:
 - (1) do not have an Individual Meter, or multiple Individual Meters; and
 - (2) are within a Multi Premises, where that Multi Premises:
 - (A) has one or more Common Meters; and
 - (B) is connected to the Water Supply System.
- (b) For the avoidance of doubt, where a Property has an Individual Meter, clause 3 or 4 of this schedule 1 (and not this clause 5) is to apply to that Property.

5.2 Maximum prices for a Residential Property within a Multi Premises with one or more Common Meters

The maximum price that Hunter Water may levy for a Period for supplying water supply services to a Residential Property within a Residential Multi Premises or a Mixed Multi Premises, where that Multi Premises:

- (a) has one or more Common Meters; and
- (b) is connected to the Water Supply System,

is the sum of:

- (1) the **water service charge** in Table 1 corresponding to the applicable Period in that table; and
- (2) the **water usage charge** levied in accordance with clause 6.2 of this schedule 1.

5.3 Maximum prices for a Non-Residential Property within a Mixed Multi Premises with one or more Common Meters

The maximum price that Hunter Water may levy for a Period for supplying water supply services to a Non-Residential Property within a Mixed Multi Premises, where that Mixed Multi Premises:

- (a) has one or more Common Meters; and
- (b) is connected to the Water Supply System,

is the sum of:

- (1) the **water service charge** in Table 1 corresponding to the applicable Period in that table; and
- (2) the **water usage charge** levied in accordance with clause 6.2 of this schedule 1.

5.4 Maximum prices for Non-Residential Multi Premises with one or more Common Meters

- (a) Where each Property within the Non-Residential Multi Premises has one or more Individual Meters, clause 4 of schedule 1 (and not this clause 5.4) is to apply.
- (b) The maximum price that Hunter Water may levy for a Period for supplying water supply services to a Non-Residential Multi Premises where that Non-Residential Multi Premises:
 - (1) has one or more Common Meters; and
 - (2) is connected to the Water Supply System,

is the sum of the following:

- (A) the **water service charge** calculated as follows:

$$SC - IM$$

Where:

SC = the water service charge in Table 2 corresponding to the applicable Meter size and Period in that table for each Common Meter; and

IM = the sum of any water service charges levied under clauses 4.2 and 4.3 in respect of each Property within that Non-Residential Multi Premises with an Individual Meter which is downstream of the Common Meter serving the Non-Residential Multi Premises; and

- (B) the **water usage charge** levied in accordance with clause 6.2 of this schedule 1.

[Note: this clause does not prevent Hunter Water from dividing the maximum water service charge among the properties within the Non-Residential Multi Premises and charging each property a proportion of the total water service charge (for example, based on unit entitlement or the number of properties in the multi premises).]

6 Maximum water usage charges

6.1 Maximum water usage charge – usage measured by an Individual Meter

The maximum water usage charge that Hunter Water may levy for the supply of water (as measured by an Individual Meter) to:

- (a) a Metered Property (including a Metered Property within a Multi Premises) that has one or more Individual Meters; or
- (b) a Metered Standpipe,

is the sum of the following:

- (1) **for each kL of Filtered Water used up to and including 50,000 kL in a Period** - the water usage charge in Table 3 for the applicable Period, multiplied by each kL of Filtered Water supplied during the relevant Meter Reading Period, as measured by the Meter;
- (2) **for each kL of Filtered Water used above 50,000 kL in a Period** - the water usage charge in Table 4 for the applicable location and Period, multiplied by each kL of Filtered Water above 50,000 kL supplied during the relevant Meter Reading Period, as measured by the Meter; and
- (3) **for each kL of Unfiltered Water used in a Period** - the water usage charge in Table 5 for the applicable Period, multiplied by each kL of Unfiltered Water supplied during the relevant Meter Reading Period, as measured by the Meter.

6.2 Maximum water usage charge – usage measured by a Common Meter

- (a) Subject to paragraph (b) below, the maximum water usage charge that Hunter Water may levy for the supply of water to a Multi Premises with one or more Common Meters is the sum of the following:
 - (1) **for each kL of Filtered Water used up to and including 50,000 kL in a Period** - the water usage charge in Table 3 for the applicable Period, multiplied by each kL of Filtered Water Supplied during the relevant Meter Reading Period;
 - (2) **for each kL of Filtered Water used above 50,000 kL in a Period** - the water usage charge in Table 4 for the applicable location and Period, multiplied by each kL of Filtered Water Supplied above 50,000 kL during the relevant Meter Reading Period; and

- (3) **for each kL of Unfiltered Water used in a Period** - the water usage charge in Table 5 for the applicable Period, multiplied by each kL of Unfiltered Water Supplied during the relevant Meter Reading Period.
- (b) For the purposes of paragraph (a) above, the total volume of Filtered Water Supplied or Unfiltered Water Supplied (as the case may be) is calculated as follows for the relevant Meter Reading Period:
 - (1) the total volume of Filtered Water or Unfiltered Water (as the case may be) measured by all Common Meters for that Multi Premises, less
 - (2) the total volume of Filtered Water or Unfiltered Water (as the case may be) measured by any Individual Meters (if any) servicing the Metered Properties within that Multi Premises, where the relevant Individual Meter is downstream of the Common Meter.

7 Maximum prices for water supply services to Unmetered Properties connected to the Water Supply System

The maximum price that Hunter Water may levy for a Period for supplying water supply services to an Unmetered Property connected to the Water Supply System is the water service charge in Table 6, corresponding to the applicable Period in that table.

8 Maximum prices for water supply services to Gosford City Council

- (a) This clause 8 applies to water supply services supplied by Hunter Water to Gosford City Council under the Hunter/Central Coast Pipeline Agreement (**Gosford Water Supply Services**).
- (b) The maximum price that Hunter Water may levy for supplying the Gosford Water Supply Services is the water supply charge in Table 7 for the applicable Period multiplied by the volume (in kL) of Filtered Water supplied to Gosford City Council during the relevant Period.

9 Maximum prices for water supply services to Wyong Shire Council

- (a) This clause 9 applies to water supply services supplied by Hunter Water to Wyong Shire Council under the Hunter/Central Coast Pipeline Agreement (**Wyong Water Supply Services**).
- (b) The maximum price that Hunter Water may levy for supplying the Wyong Water Supply Services is the water supply charge in Table 7 for the applicable Period multiplied by the volume (in kL) of Filtered Water supplied to Wyong Shire Council during the relevant Period.

Tables 1, 2, 3, 4, 5, 6 and 7

Table 1 Water service charge for (i) Metered Residential Properties; (ii) Residential Properties within a Multi Premises with one or more Common Meters; (iii) Metered Non-Residential Properties with a single Individual Meter of 20mm; and (iv) Non-Residential Properties within a Mixed Multi Premises with one or more Common Meters

Charge	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Water service charge	17.02	$17.02 \times (1 + \Delta CPI_1)$	$17.02 \times (1 + \Delta CPI_2)$	$17.02 \times (1 + \Delta CPI_3)$

Tables 1, 2, 3, 4, 5, 6 and 7

Table 2 Water service charge for (i) Metered Non-Residential Properties with an Individual Meter of 25mm or greater, or multiple Individual Meters (of any size); and (ii) Non-Residential Properties within a Non-Residential Multi Premises with one or more Common Meters

Charge	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Water service charge				
Size of Meter				
25mm	27.78	$27.78 \times (1+\Delta CPI_1)$	$27.78 \times (1+\Delta CPI_2)$	$27.78 \times (1+\Delta CPI_3)$
32mm	45.51	$45.51 \times (1+\Delta CPI_1)$	$45.51 \times (1+\Delta CPI_2)$	$45.51 \times (1+\Delta CPI_3)$
40mm	71.11	$71.11 \times (1+\Delta CPI_1)$	$71.11 \times (1+\Delta CPI_2)$	$71.11 \times (1+\Delta CPI_3)$
50mm	111.11	$111.11 \times (1+\Delta CPI_1)$	$111.11 \times (1+\Delta CPI_2)$	$111.11 \times (1+\Delta CPI_3)$
80mm	284.44	$284.44 \times (1+\Delta CPI_1)$	$284.44 \times (1+\Delta CPI_2)$	$284.44 \times (1+\Delta CPI_3)$
100mm	444.44	$444.44 \times (1+\Delta CPI_1)$	$444.44 \times (1+\Delta CPI_2)$	$444.44 \times (1+\Delta CPI_3)$
150mm	999.99	$999.99 \times (1+\Delta CPI_1)$	$999.99 \times (1+\Delta CPI_2)$	$999.99 \times (1+\Delta CPI_3)$
200mm	1,777.76	$1,777.76 \times (1+\Delta CPI_1)$	$1,777.76 \times (1+\Delta CPI_2)$	$1,777.76 \times (1+\Delta CPI_3)$
For Meter sizes not specified above (including 20mm Common Meter and multiple 20mm Individual Meters), the following formula applies	$(\text{Meter size})^2 \times 25\text{mm water service charge}/625$			

Table 3 Water usage charge for Filtered Water (for Filtered Water consumption of 50,000 kL or less in a Period)

Charge	Commencement Date to 30 June 2014 (\$/kL)	1 July 2014 to 30 June 2015 (\$/kL)	1 July 2015 to 30 June 2016 (\$/kL)	1 July 2016 to 30 June 2017 (\$/kL)
Filtered Water – water usage charge	2.13	$2.13 \times (1+\Delta CPI_1)$	$2.13 \times (1+\Delta CPI_2)$	$2.13 \times (1+\Delta CPI_3)$

Tables 1, 2, 3, 4, 5, 6 and 7

Table 4 Water usage charge for Filtered Water
(for Filtered Water consumption exceeding 50,000 kL in a Period)

Charge	Commencement Date to 30 June 2014 (\$/kL)	1 July 2014 to 30 June 2015 (\$/kL)	1 July 2015 to 30 June 2016 (\$/kL)	1 July 2016 to 30 June 2017 (\$/kL)
Filtered Water – water usage charge				
Location				
Dungog	1.60	1.60 x (1+ΔCPI ₁)	1.60 x (1+ΔCPI ₂)	1.60 x (1+ΔCPI ₃)
Kurri Kurri	2.11	2.11 x (1+ΔCPI ₁)	2.11 x (1+ΔCPI ₂)	2.11 x (1+ΔCPI ₃)
Lookout	1.95	1.95 x (1+ΔCPI ₁)	1.95 x (1+ΔCPI ₂)	1.95 x (1+ΔCPI ₃)
Newcastle	1.90	1.90 x (1+ΔCPI ₁)	1.90 x (1+ΔCPI ₂)	1.90 x (1+ΔCPI ₃)
Seaham-Hexham	1.65	1.65 x (1+ΔCPI ₁)	1.65 x (1+ΔCPI ₂)	1.65 x (1+ΔCPI ₃)
South Wallsend	1.99	1.99 x (1+ΔCPI ₁)	1.99 x (1+ΔCPI ₂)	1.99 x (1+ΔCPI ₃)
Tomago-Kooragang	1.60	1.60 x (1+ΔCPI ₁)	1.60 x (1+ΔCPI ₂)	1.60 x (1+ΔCPI ₃)
All other locations	2.13	2.13 x (1+ΔCPI ₁)	2.13 x (1+ΔCPI ₂)	2.13 x (1+ΔCPI ₃)

Table 5 Water usage charge for Unfiltered Water

Charge	Commencement Date to 30 June 2014 (\$/kL)	1 July 2014 to 30 June 2015 (\$/kL)	1 July 2015 to 30 June 2016 (\$/kL)	1 July 2016 to 30 June 2017 (\$/kL)
Unfiltered Water – water usage charge	1.69	1.74 x (1+ΔCPI ₁)	1.78 x (1+ΔCPI ₂)	1.82 x (1+ΔCPI ₃)

Table 6 Water service charge for Unmetered Properties

Charge	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Water service charge	210.08	400.78 x (1+ΔCPI ₁)	400.78 x (1+ΔCPI ₂)	400.78 x (1+ΔCPI ₃)

Tables 1, 2, 3, 4, 5, 6 and 7 |

Table 7 Water supply charge for (i) Gosford City Council; and (ii) Wyong Shire Council

Charge	Commencement Date to 30 June 2014 (\$/kL)	1 July 2014 to 30 June 2015 (\$/kL)	1 July 2015 to 30 June 2016 (\$/kL)	1 July 2016 to 30 June 2017 (\$/kL)
Water supply charge	0.62	$0.62 \times (1+\Delta\text{CPI}_1)$	$0.62 \times (1+\Delta\text{CPI}_2)$	$0.62 \times (1+\Delta\text{CPI}_3)$

Schedule 2 Sewerage Services

1 Application

This Schedule sets the maximum prices that Hunter Water may charge for services under paragraph 3(b) of the Order (sewerage services), other than those set out in schedule 5 (Backlog Sewerage Services and sewerage connection services provided to Clarence Town Properties).

2 Categories for pricing purposes

Maximum prices for sewerage services have been determined for 4 categories:

- (a) Residential Properties within a Multi Premises;
- (b) Residential Properties which are not within a Multi Premises and Unmetered Properties;
- (c) Metered Non-Residential Properties; and
- (d) Non-Residential Properties within a Multi Premises with one or more Common Meters.

3 Maximum prices for sewerage services to Residential Properties within a Multi Premises

The maximum price that Hunter Water may levy for a Period for supplying sewerage services to a Residential Property within a Multi Premises where that Residential Property:

- (a) is connected to the Sewerage System; and
- (b) is not an Unmetered Property,

is the sewerage service charge in Table 8 corresponding to the applicable Period in that table.

4 Maximum prices for sewerage services to (i) Residential Properties not within a Multi Premises; or (ii) Unmetered Properties

The maximum price that Hunter Water may levy for a Period for supplying sewerage services to:

- (a) a Residential Property not within a Multi Premises; or
- (b) an Unmetered Property,

where that Property is connected to the Sewerage System is the sewerage service charge in Table 9 corresponding to the applicable Period in that table.

5 Maximum prices for sewerage services to Metered Non-Residential Properties

5.1 Application of this clause

- (a) This clause 5 applies to Metered Non-Residential Properties that are connected to the Sewerage System.
- (b) For the avoidance of doubt, where a Non-Residential Property does not have an Individual Meter but that Property is within a Multi Premises with one or more Common Meters, clause 6 of this schedule 2 (and not this clause 5) is to apply to that Property.

5.2 Maximum price for sewerage services to a Metered Non-Residential Property with a single Individual Meter of 20mm

The maximum price that Hunter Water may levy for supplying sewerage services to a Non-Residential Property that:

- (a) is connected to the Sewerage System; and
- (b) has a single Individual Meter of 20mm,

is the sum of:

- (a) **sewerage service charge** in Table 9 corresponding to the applicable Period in that table; and
- (b) **sewerage usage charge** calculated in accordance with clause 7.1 of this Schedule.

5.3 Maximum price for sewerage services to a Metered Non-Residential Property with a single Individual Meter of 25mm or greater, or multiple Individual Meters (of any size)

The maximum price that Hunter Water may levy for supplying sewerage services to a Non-Residential Property that:

- (a) is connected to the Sewerage System; and
- (b) has:
 - (1) a single Individual Meter of 25 mm or greater; or
 - (2) multiple Individual Meters (of any size),

is the sum of the following:

- (a) sewerage service charge equal to the higher of:
 - (1) the sewerage service charge calculated as follows:

$$SC \times DF$$

Where:

SC = the sewerage service charge in Table 10 for each Meter corresponding to the applicable Period and Meter size in that table; and

DF = the Discharge Factor for the relevant Property; and

- (2) the sewerage service charge in Table 9 corresponding to the applicable Period in that table; and
- (b) sewerage usage charge calculated in accordance with clause 7.1 of this Schedule.

6 Maximum prices for sewerage services to Non-Residential Properties within Multi Premises with one or more Common Meters

6.1 Application of this clause

- (a) This clause 6 applies to Non-Residential Properties which:
 - (1) do not have an Individual Meter, or multiple Individual Meters; and
 - (2) are within a Multi Premises, where that Multi Premises:
 - (A) has one or more Common Meters; and
 - (B) is connected to the Sewerage System.

- (b) For the avoidance of doubt, where a Non-Residential Property within a Multi Premises has an Individual Meter, clause 5 of this schedule 1 (and not this clause 6) is to apply to that Property.

6.2 Maximum prices for Non-Residential Properties within a Mixed Multi Premises with one or more Common Meters

The maximum price that Hunter Water may levy for a Period for supplying sewerage services to a Non-Residential Property within a Mixed Multi Premises, where that Mixed Multi Premises:

- (a) is connected to the Sewerage System; and
- (b) has a Common Meter or multiple Common Meters,

is the sewerage service charge in Table 8 corresponding to the applicable Period in that table.

6.3 Maximum prices for a Non-Residential Multi Premises with one or more Common Meters

- (a) Where each Property within the Non-Residential Multi Premises has one or more Individual Meters, clause 5 of schedule 2 (and not this clause 6.3) is to apply.
- (b) The maximum price that Hunter Water may levy for supplying sewerage services to a Non-Residential Multi Premises which:
 - (1) is connected to the Sewerage System; and
 - (2) has one or more Common Meters,

is the sum of the following:

- (1) **sewerage service charge** equal to the higher of:
 - (A) the sewerage service charge calculated as follows:

$$(SC - IM) \times DF$$

Where:

SC = the sewerage service charge in Table 10 corresponding to the applicable Period and Meter size in that table for each Meter;

IM = the sum of any sewerage service charges levied under clauses 5.2 and 5.3 in respect of each Property within that Non-Residential Multi Premises with an Individual Meter which is downstream of the Common Meter serving the Non-Residential Multi Premises; and

DF = the Discharge Factor for the relevant Non-Residential Multi Premises; and

(B) the sewerage service charge in Table 9 corresponding to the applicable Period in that table; and

- (2) **sewerage usage charge** calculated in accordance with clause 7.2 of this Schedule.

[Note: this clause does not prevent Hunter Water from dividing the sewerage service charge among the properties within the Non-Residential Multi Premises and charging each property a proportion of the total sewerage service charge (for example, based on unit entitlement or the number of properties in the multi premises).]

7 Maximum sewerage usage charges

7.1 Maximum sewerage usage charge - Metered Non-Residential Property with one or more Individual Meters

The maximum sewerage usage charge that Hunter Water may levy for a Meter Reading Period for supplying sewerage services to a Non-Residential Property which has one or more Individual Meters is calculated as follows:

$$[(W \times DF) - DA] \times UC$$

Where:

W = the water used (in kL) by that Non-Residential Property for the Meter Reading Period;

DF = the Discharge Factor for that Non-Residential Property;

DA = the Discharge Allowance for the Meter Reading Period;

UC = the sewerage usage charge in Table 11 for the Meter Reading Period corresponding to the applicable Period in that table and the *volume of sewage discharged*; and

volume of sewage discharged = the resulting volume determined by multiplying W and DF in this clause 7.1.

7.2 Maximum sewerage usage charge - Non-Residential Multi Premises with one or more Common Meters

The maximum sewerage usage charge that Hunter Water may levy for a Meter Reading Period for supplying sewerage services to a Non-Residential Multi Premises with one or more Common Meters is calculated as follows:

$$[(W - IM) \times DF - DA] \times UC$$

Where:

W = the total volume of water used (in kL) for the Meter Reading Period measured by all Common Meters for that Multi Premises;

IM = the total volume of water used (in kL) for the Meter Reading Period measured by any Individual Meters (if any) servicing Metered Properties within that Multi Premises, where the relevant Individual Meter is downstream of the Common Meter;

DF = the Discharge Factor for that Multi Premises;

DA = the Discharge Allowance for the Meter Reading Period;

UC = the sewerage usage charge in Table 11 for the Meter Reading Period corresponding to the applicable Period in that table and the *volume of sewage discharged*; and

volume of sewage discharged = the resulting volume determined by multiplying (W-IM) and DF in this clause 7.2.

Tables 8, 9, 10 and 11

Table 8 Sewerage service charge for (i) Residential Properties within a Multi Premises; and (ii) Non-Residential Properties within a Mixed Multi Premises with one or more Common Meters

Charge	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Sewerage service charge	384.15	$398.38 \times (1+\Delta\text{CPI}_1)$	$412.60 \times (1+\Delta\text{CPI}_2)$	$426.83 \times (1+\Delta\text{CPI}_3)$

Table 9 Sewerage service charge for (i) Residential Properties not within a Multi Premises; (ii) Non-Residential Properties with a single Individual Meter of 20mm; and (iii) Unmetered Properties

Charge	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Sewerage service charge	569.11	$569.11 \times (1+\Delta\text{CPI}_1)$	$569.11 \times (1+\Delta\text{CPI}_2)$	$569.11 \times (1+\Delta\text{CPI}_3)$

Tables 8, 9, 10 and 11

Table 10 Sewerage service charge for (i) Metered Non-Residential Properties with an Individual Meter of 25mm or greater, or multiple Individual Meters (of any size); and (ii) Non-Residential Multi Premises with one or more Common Meters

Charge	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Sewerage service charge				
Meter size				
25mm	1,767.10	$1,767.10 \times (1+\Delta\text{CPI}_1)$	$1,767.10 \times (1+\Delta\text{CPI}_2)$	$1,767.10 \times (1+\Delta\text{CPI}_3)$
32mm	2,895.22	$2,895.22 \times (1+\Delta\text{CPI}_1)$	$2,895.22 \times (1+\Delta\text{CPI}_2)$	$2,895.22 \times (1+\Delta\text{CPI}_3)$
40mm	4,523.78	$4,523.78 \times (1+\Delta\text{CPI}_1)$	$4,523.78 \times (1+\Delta\text{CPI}_2)$	$4,523.78 \times (1+\Delta\text{CPI}_3)$
50mm	7,068.40	$7,068.40 \times (1+\Delta\text{CPI}_1)$	$7,068.40 \times (1+\Delta\text{CPI}_2)$	$7,068.40 \times (1+\Delta\text{CPI}_3)$
80mm	18,095.10	$18,095.10 \times (1+\Delta\text{CPI}_1)$	$18,095.10 \times (1+\Delta\text{CPI}_2)$	$18,095.10 \times (1+\Delta\text{CPI}_3)$
100mm	28,273.60	$28,273.60 \times (1+\Delta\text{CPI}_1)$	$28,273.60 \times (1+\Delta\text{CPI}_2)$	$28,273.60 \times (1+\Delta\text{CPI}_3)$
150mm	63,615.60	$63,615.60 \times (1+\Delta\text{CPI}_1)$	$63,615.60 \times (1+\Delta\text{CPI}_2)$	$63,615.60 \times (1+\Delta\text{CPI}_3)$
200mm	113,094.40	$113,094.40 \times (1+\Delta\text{CPI}_1)$	$113,094.40 \times (1+\Delta\text{CPI}_2)$	$113,094.40 \times (1+\Delta\text{CPI}_3)$
For Meter sizes not specified above (including 20mm Common Meter and multiple 20mm Individual Meters), the following formula applies	$(\text{Meter size})^2 \times 25\text{mm sewerage service charge}/625$			

Note: The prices in Table 10 assume the application of a Discharge Factor of 100%. The relevant Discharge Factor may vary from case to case, as determined by Hunter Water for the relevant Property or, in the case of a Non-Residential Multi-Premises with a Common Meter, for the relevant Multi-Premises. A pro rata adjustment shall be made where the DF percentage is less than or greater than 100%.

Tables 8, 9, 10 and 11

Table 11 Sewerage usage charge

Charge	Commencement Date to 30 June 2014 (\$/kL)	1 July 2014 to 30 June 2015 (\$/kL)	1 July 2015 to 30 June 2016 (\$/kL)	1 July 2016 to 30 June 2017 (\$/kL)
Sewerage usage charge where volume of sewage discharged ≤ Discharge Allowance for the Meter Reading Period	0	0	0	0
Sewerage usage charge where volume of sewage discharged > Discharge Allowance for the Meter Reading Period	0.67	0.67	0.67	0.67

Note: Please refer to clause 7.1 or 7.2 for the calculation of 'volume of sewage discharged'.

Note: *Discharge Allowance for the Meter Reading Period* means:

- (a) from the Commencement Date to 30 June 2014, 0 kL per annum pro-rated according to the number of days that fall within the relevant Meter Reading Period;
- (b) from 1 July 2014 to 30 June 2015, 25 kL per annum pro-rated according to the number of days that fall within the relevant Meter Reading Period;
- (c) from 1 July 2015 to 30 June 2016, 50 kL per annum pro-rated according to the number of days that fall within the relevant Meter Reading Period; and
- (d) from 1 July 2016 to 30 June 2017, 75 kL per annum pro-rated according to the number of days that fall within the relevant Meter Reading Period.

In the case of a Multi Premises, the Discharge Allowance applies to the entire Multi Premises and, for the avoidance of doubt, is not to be multiplied by the number of Properties within that Multi Premises.

Schedule 3 Stormwater Drainage Services

1 Application

This Schedule sets the maximum prices that Hunter Water may charge for services under paragraph 3(c) of the Order (stormwater drainage services).

2 Categories for pricing purposes

Maximum prices for stormwater drainage services have been determined for 4 categories:

- (a) Properties within a Residential Multi Premises or within a Mixed Multi Premises;
- (b) Vacant Land and Residential Properties which are not within a Multi Premises;
- (c) Non-Residential Properties which are not within a Multi Premises; and
- (d) Non-Residential Multi Premises.

3 Maximum prices for stormwater drainage services to Residential Multi Premises and Mixed Multi Premises

The maximum price that Hunter Water may levy for a Period for supplying stormwater drainage services to a Property in:

- (a) a Residential Multi Premises; or
- (b) a Mixed Multi Premises,

where that Multi Premises is within a Drainage Area is the stormwater drainage service charge in Table 12, corresponding to the applicable Period in that table.

4 Maximum prices for stormwater drainage services to (i) Vacant Land and (ii) Residential Properties which are not within a Multi Premises

The maximum price that Hunter Water may levy for a Period for supplying stormwater drainage services to:

- (a) a Residential Property which is not located within a Multi Premises; or
- (b) Vacant Land,

where that Residential Property or Vacant Land is within a Drainage Area is the stormwater drainage service charge in Table 13, corresponding to the applicable Period in that table.

5 Maximum prices for stormwater drainage services to Non-Residential Properties which are not within a Multi Premises

The maximum price that Hunter Water may levy for a Period for supplying stormwater drainage services to a Non-Residential Property that:

- (a) is within a Drainage Area; and
- (b) is not within a Multi Premises,

is the stormwater drainage service charge in Table 14,

- (c) corresponding to the applicable Period and corresponding to the Land Size of the Non-Residential Property; or
- (d) when the Property is assessed by Hunter Water to be low impact for the purposes of calculating stormwater drainage service charges, the amount specified for low impact Non-Residential Properties, in that table.

6 Maximum prices for stormwater drainage services to a Non-Residential Multi Premises

The maximum price that Hunter Water may levy for a Period for supplying stormwater drainage services to a Non-Residential Multi Premises that is within a Drainage Area is the stormwater drainage service charge in Table 14,

- (a) corresponding to the applicable Period and corresponding to the Land Size of the Non-Residential Multi Premises; or
- (b) when the Multi Premises is assessed by Hunter Water to be low impact for the purposes of calculating stormwater drainage service charges, the amount specified for low impact Non-Residential Properties, in that table.

[Note: this clause does not prevent Hunter Water from dividing the stormwater drainage service charge among the properties within the Non-Residential Multi Premises and charging each property a proportion of the total stormwater drainage service charge (for example, based on unit entitlement or the number of properties in the multi premises).]

Tables 12, 13 and 14

Table 12 Stormwater drainage service charge for Properties (i) within a Residential Multi Premises; and (ii) within a Mixed Multi Premises

Charge	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Stormwater drainage service charge	31.69	28.42 x (1+ΔCPI ₁)	25.49 x (1+ΔCPI ₂)	22.63 x (1+ΔCPI ₃)

Table 13 Stormwater drainage service charge for (i) Residential Properties that are not within a Multi Premises; and (ii) Vacant Land

Charge	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Stormwater drainage service charge	85.67	76.82 x (1+ΔCPI ₁)	68.90 x (1+ΔCPI ₂)	61.83 x (1+ΔCPI ₃)

Table 14 Stormwater drainage service charge for (i) Non-Residential Properties which are not within a Multi Premises; and (ii) Non-Residential Multi Premises

Charge	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Non-Residential Property / Non Residential Multi Premises – small (1,000m ² or less) ^a or low impact ^b	85.67	76.82 x (1+ΔCPI ₁)	68.90 x (1+ΔCPI ₂)	61.83 x (1+ΔCPI ₃)
Non-Residential Property / Non Residential Multi Premises – medium (1,001 m ² - 10,000m ²) ^a	154.84	138.87 x (1+ΔCPI ₁)	124.54 x (1+ΔCPI ₂)	111.76 x (1+ΔCPI ₃)
Non-Residential Property / Non Residential Multi Premises – large (10,001m ² - 45,000m ²) ^a	984.91	883.28 x (1+ΔCPI ₁)	792.15 x (1+ΔCPI ₂)	710.87 x (1+ΔCPI ₃)
Non-Residential Property / Non Residential Multi Premises – largest category (45,001m ² or greater) ^a	3,129.29	2,806.39 x (1+ΔCPI ₁)	2,516.85 x (1+ΔCPI ₂)	2,258.58 x (1+ΔCPI ₃)

^a Land Size refers to the total size of the land (in m²) on which the Non-Residential Property or Non-Residential Multi Premises (as the case may be) is located.

^b Hunter Water may assess a Non-Residential Property as low impact having regard to relevant factors, including the size of the Property and the impermeable surface area.

Schedule 4 Trade Waste Services

1 Application

This Schedule sets the maximum prices that Hunter Water may charge for services under paragraph 3(d) of the Order (trade waste services).

2 Categories for pricing purposes

Maximum prices for trade waste services have been determined for 4 categories:

- (a) Major Agreement customers that discharge waste into the Sewerage System;
- (b) Moderate Agreement customers that discharge waste into the Sewerage System;
- (c) Minor Agreement customers that discharge waste into the Sewerage System; and
- (d) Tankering Agreement customers that discharge waste into the Sewerage System.

3 Maximum prices for trade waste services to Major Agreement customers

The maximum price that Hunter Water may levy for a Period for supplying trade waste services to Major Agreement customers is the sum of the following:

- (a) the annual Trade Waste Agreement fee for a Major Agreement in Table 15 for the applicable Period in that table;
- (b) the aggregate of the applicable trade waste administrative and inspection fees in Table 15, determined by multiplying the units of each service provided to the Major Agreement customer during the Period by the applicable fee in the table for that Period;
- (c) for each kilogram of High Strength Waste discharged in the relevant Period up to any relevant Load Limit, the trade waste high strength charge in Table 16, corresponding to the applicable Period and wastewater treatment catchment area in that table;

- (d) for each kilogram of High Strength Waste discharged in the relevant Period in excess of any relevant Load Limit, the trade waste high strength incentive charge in Table 17, corresponding to the applicable Period and wastewater treatment catchment area in that table; and
- (e) the aggregate of the pollutant charges in Table 18, determined by multiplying the mass or volume of each pollutant which is discharged by the Major Agreement customer by the applicable pollutant charge in that table for that Period.

4 Maximum prices for trade waste services to Moderate Agreement customers

The maximum price that Hunter Water may levy for a Period for supplying trade waste services to Moderate Agreement customers is the sum of the following:

- (a) the annual Trade Waste Agreement fee for a Moderate Agreement in Table 15 for the applicable Period in that table; and
- (b) the aggregate of the applicable trade waste administrative and inspection fees in Table 15, determined by multiplying the units of each service provided to the Moderate Agreement customer during the Period by the applicable fee in the table for that Period.

5 Maximum prices for trade waste services to Minor Agreement customers

The maximum price that Hunter Water may levy for a Period for supplying trade waste services to Minor Agreement customers is the sum of the following:

- (a) the annual Trade Waste Agreement fee for a Minor Agreement in Table 15 for the applicable Period in that table; and
- (b) the aggregate of the applicable trade waste administrative and inspection fees in Table 15, determined by multiplying the units of each service provided to the Minor Agreement customer during the Period by the applicable fee in the table for that Period.

6 Maximum prices for trade waste services to Tankering Agreement customers

The maximum price that Hunter Water may levy for a Period for supplying trade waste services to Tankering Agreement customers is the sum of the following:

- (a) the aggregate of the applicable Tankering Agreement and administrative fees in Table 15, determined by multiplying the units of each service provided to the Tankering Agreement customer during the Period by the applicable fee in the table for that Period;
- (b) for each kilogram of High Strength Waste discharged in the relevant Period up to any relevant Load Limit, the trade waste high strength charge in Table 16, corresponding to the applicable Period and wastewater treatment works to which the waste is delivered set out in that table; and
- (c) the aggregate of the pollutant charges in Table 18, determined by multiplying the mass or volume of each pollutant which is discharged by the Tankering Agreement customer by the applicable pollutant charge in that table for that Period.

Tables 15, 16, 17 and 18

Table 15 Trade Waste Agreement, Tankering Agreement, administrative and inspection fees

Charge	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Minor Agreement				
Annual Trade Waste Agreement fee				
Annual Trade Waste Agreement fee ^a	106.96	106.96 x (1+ΔCPI ₁)	106.96 x (1+ΔCPI ₂)	106.96 x (1+ΔCPI ₃)
Administrative and inspection fees				
Establish Minor Agreement (new agreements)	130.81	130.81 x (1+ΔCPI ₁)	130.81 x (1+ΔCPI ₂)	130.81 x (1+ΔCPI ₃)
Inspection fee ^a	113.68	113.68 x (1+ΔCPI ₁)	113.68 x (1+ΔCPI ₂)	113.68 x (1+ΔCPI ₃)
Existing renew / reissue	96.61	96.61 x (1+ΔCPI ₁)	96.61 x (1+ΔCPI ₂)	96.61 x (1+ΔCPI ₃)
Variation to Minor Agreement fee	102.93	102.93 x (1+ΔCPI ₁)	102.93 x (1+ΔCPI ₂)	102.93 x (1+ΔCPI ₃)
Moderate Agreement				
Annual Trade Waste Agreement fee				
Annual Trade Waste Agreement fee ^b	781.91	781.91 x (1+ΔCPI ₁)	781.91 x (1+ΔCPI ₂)	781.91 x (1+ΔCPI ₃)
Administrative and inspection fees				
Establish Moderate Agreement (new agreements)	464.69	464.69 x (1+ΔCPI ₁)	464.69 x (1+ΔCPI ₂)	464.69 x (1+ΔCPI ₃)
Inspection fee ^b	113.68	113.68 x (1+ΔCPI ₁)	113.68 x (1+ΔCPI ₂)	113.68 x (1+ΔCPI ₃)
Existing renew / reissue	261.79	261.79 x (1+ΔCPI ₁)	261.79 x (1+ΔCPI ₂)	261.79 x (1+ΔCPI ₃)
Variation to Moderate Agreement fee	102.93	102.93 x (1+ΔCPI ₁)	102.93 x (1+ΔCPI ₂)	102.93 x (1+ΔCPI ₃)
Major Agreement				
Annual Trade Waste Agreement fee				
Annual Trade Waste Agreement fee	435.46	435.46 x (1+ΔCPI ₁)	435.46 x (1+ΔCPI ₂)	435.46 x (1+ΔCPI ₃)
Administrative and inspection fees				
Establish Major Agreement (new agreements)	526.18	526.18 x (1+ΔCPI ₁)	526.18 x (1+ΔCPI ₂)	526.18 x (1+ΔCPI ₃)
Inspection fee	113.68	113.68 x (1+ΔCPI ₁)	113.68 x (1+ΔCPI ₂)	113.68 x (1+ΔCPI ₃)

Tables 15, 16, 17 and 18

Charge	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Existing renew / reissue	372.16	372.16 x (1+ Δ CPI ₁)	372.16 x (1+ Δ CPI ₂)	372.16 x (1+ Δ CPI ₃)
Variation to Major Agreement fee	102.93	102.93 x (1+ Δ CPI ₁)	102.93 x (1+ Δ CPI ₂)	102.93 x (1+ Δ CPI ₃)
Tankering Agreement				
<i>Tankering Agreement fees</i>				
Establish Tankering Agreement	200.81	200.81 x (1+ Δ CPI ₁)	200.81 x (1+ Δ CPI ₂)	200.81 x (1+ Δ CPI ₃)
Renew Tankering Agreement	128.16	128.16 x (1+ Δ CPI ₁)	128.16 x (1+ Δ CPI ₂)	128.16 x (1+ Δ CPI ₃)
<i>Administrative fees</i>				
Delivery processing fee (per delivery docket)	3.96	3.96 x (1+ Δ CPI ₁)	3.96 x (1+ Δ CPI ₂)	3.96 x (1+ Δ CPI ₃)

^a The cost of one inspection every 5 years is covered by the Annual Trade Waste Agreement fee (for existing Minor Agreements). Additional inspections, if necessary, are charged an inspection fee for each inspection. The Annual Trade Waste Agreement fee also includes high-strength charges for the average discharge quality of Minor Agreement customers.

^b The cost of one inspection every year is covered by the Annual Trade Waste Agreement fee (for existing Moderate Agreements). Additional inspections, if necessary, are charged an inspection fee for each inspection. The Annual Trade Waste Agreement fee also includes high-strength charges for the average discharge quality of Moderate Agreement customers.

Tables 15, 16, 17 and 18

Table 16 Trade waste high strength charges (up to applicable Load Limit)

Wastewater treatment catchment area	Commencement Date to 30 June 2014 (\$/kg)	1 July 2014 to 30 June 2015 (\$/kg)	1 July 2015 to 30 June 2016 (\$/kg)	1 July 2016 to 30 June 2017 (\$/kg)
Belmont	1.28	1.28 x (1+ΔCPI ₁)	1.28 x (1+ΔCPI ₂)	1.28x (1+ΔCPI ₃)
Boulder Bay	1.73	1.73 x (1+ΔCPI ₁)	1.73 x (1+ΔCPI ₂)	1.73 x (1+ΔCPI ₃)
Branxton	4.78	4.78 x (1+ΔCPI ₁)	4.78 x (1+ΔCPI ₂)	4.78 x (1+ΔCPI ₃)
Burwood Beach	0.72	0.72 x (1+ΔCPI ₁)	0.72 x (1+ΔCPI ₂)	0.72 x (1+ΔCPI ₃)
Cessnock	1.61	1.61 x (1+ΔCPI ₁)	1.61 x (1+ΔCPI ₂)	1.61 x (1+ΔCPI ₃)
Clarence Town	13.66	13.66 x (1+ΔCPI ₁)	13.66 x (1+ΔCPI ₂)	13.66 x (1+ΔCPI ₃)
Dora Creek	1.90	1.90 x (1+ΔCPI ₁)	1.90 x (1+ΔCPI ₂)	1.90 x (1+ΔCPI ₃)
Dungog	3.00	3.00 x (1+ΔCPI ₁)	3.00 x (1+ΔCPI ₂)	3.00 x (1+ΔCPI ₃)
Edgeworth	1.26	1.26 x (1+ΔCPI ₁)	1.26 x (1+ΔCPI ₂)	1.26 x (1+ΔCPI ₃)
Farley	1.23	1.23 x (1+ΔCPI ₁)	1.23 x (1+ΔCPI ₂)	1.23 x (1+ΔCPI ₃)
Karuah	13.69	13.69 x (1+ΔCPI ₁)	13.69 x (1+ΔCPI ₂)	13.69 x (1+ΔCPI ₃)
Kearsley	2.58	2.58 x (1+ΔCPI ₁)	2.58 x (1+ΔCPI ₂)	2.58 x (1+ΔCPI ₃)
Kurri Kurri	2.76	2.76 x (1+ΔCPI ₁)	2.76 x (1+ΔCPI ₂)	2.76 x (1+ΔCPI ₃)
Morpeth	0.95	0.95 x (1+ΔCPI ₁)	0.95 x (1+ΔCPI ₂)	0.95 x (1+ΔCPI ₃)
Paxton	7.57	7.57 x (1+ΔCPI ₁)	7.57 x (1+ΔCPI ₂)	7.57 x (1+ΔCPI ₃)
Raymond Terrace	1.88	1.88 x (1+ΔCPI ₁)	1.88 x (1+ΔCPI ₂)	1.88 x (1+ΔCPI ₃)
Shortland	1.45	1.45 x (1+ΔCPI ₁)	1.45 x (1+ΔCPI ₂)	1.45 x (1+ΔCPI ₃)
Tanilba Bay	2.94	2.94 x (1+ΔCPI ₁)	2.94 x (1+ΔCPI ₂)	2.94 x (1+ΔCPI ₃)
Toronto	1.55	1.55 x (1+ΔCPI ₁)	1.55 x (1+ΔCPI ₂)	1.55 x (1+ΔCPI ₃)

Tables 15, 16, 17 and 18

Table 17 Trade waste high strength incentive charges (charged where the Load Limit in a Trade Waste Agreement is exceeded)^a

Wastewater treatment catchment area	Commencement Date to 30 June 2014 (\$/kg)	1 July 2014 to 30 June 2015 (\$/kg)	1 July 2015 to 30 June 2016 (\$/kg)	1 July 2016 to 30 June 2017 (\$/kg)
Belmont	3.83	3.83 x (1+ΔCPI ₁)	3.83 x (1+ΔCPI ₂)	3.83 x (1+ΔCPI ₃)
Boulder Bay	5.19	5.19 x (1+ΔCPI ₁)	5.19 x (1+ΔCPI ₂)	5.19 x (1+ΔCPI ₃)
Branxton	14.33	14.33 x (1+ΔCPI ₁)	14.33 x (1+ΔCPI ₂)	14.33 x (1+ΔCPI ₃)
Burwood Beach	2.15	2.15 x (1+ΔCPI ₁)	2.15 x (1+ΔCPI ₂)	2.15 x (1+ΔCPI ₃)
Cessnock	4.84	4.84 x (1+ΔCPI ₁)	4.84 x (1+ΔCPI ₂)	4.84 x (1+ΔCPI ₃)
Clarence Town	40.98	40.98 x (1+ΔCPI ₁)	40.98 x (1+ΔCPI ₂)	40.98 x (1+ΔCPI ₃)
Dora Creek	5.70	5.70 x (1+ΔCPI ₁)	5.70 x (1+ΔCPI ₂)	5.70 x (1+ΔCPI ₃)
Dungog	9.02	9.02 x (1+ΔCPI ₁)	9.02 x (1+ΔCPI ₂)	9.02 x (1+ΔCPI ₃)
Edgeworth	3.79	3.79 x (1+ΔCPI ₁)	3.79 x (1+ΔCPI ₂)	3.79 x (1+ΔCPI ₃)
Farley	3.70	3.70 x (1+ΔCPI ₁)	3.70 x (1+ΔCPI ₂)	3.70 x (1+ΔCPI ₃)
Karuah	41.07	41.07 x (1+ΔCPI ₁)	41.07 x (1+ΔCPI ₂)	41.07 x (1+ΔCPI ₃)
Kearsley	7.75	7.75 x (1+ΔCPI ₁)	7.75 x (1+ΔCPI ₂)	7.75 x (1+ΔCPI ₃)
Kurri Kurri	8.26	8.26 x (1+ΔCPI ₁)	8.26 x (1+ΔCPI ₂)	8.26 x (1+ΔCPI ₃)
Morpeth	2.85	2.85 x (1+ΔCPI ₁)	2.85 x (1+ΔCPI ₂)	2.85 x (1+ΔCPI ₃)
Paxton	22.71	22.71 x (1+ΔCPI ₁)	22.71 x (1+ΔCPI ₂)	22.71 x (1+ΔCPI ₃)
Raymond Terrace	5.63	5.63 x (1+ΔCPI ₁)	5.63 x (1+ΔCPI ₂)	5.63 x (1+ΔCPI ₃)
Shortland	4.34	4.34 x (1+ΔCPI ₁)	4.34 x (1+ΔCPI ₂)	4.34 x (1+ΔCPI ₃)
Tanilba Bay	8.83	8.83 x (1+ΔCPI ₁)	8.83 x (1+ΔCPI ₂)	8.83 x (1+ΔCPI ₃)
Toronto	4.65	4.65 x (1+ΔCPI ₁)	4.65 x (1+ΔCPI ₂)	4.65 x (1+ΔCPI ₃)

^a These charges apply to trade waste discharged that is in excess of any Load Limit specified in an applicable Trade Waste Agreement.

Tables 15, 16, 17 and 18 |

Table 18 Trade waste pollutant charges

Charge	Commencement Date to 30 June 2014 (\$/kg or \$/kL – as specified)	1 July 2014 to 30 June 2015 (\$/kg or \$/kL – as specified)	1 July 2015 to 30 June 2016 (\$/kg or \$/kL – as specified)	1 July 2016 to 30 June 2017 (\$/kg or \$/kL – as specified)
Pollutant charges – Major Agreement customers and Tankering Agreement customers				
Heavy Metal – Burwood Beach Wastewater Treatment Works Catchment (\$/kg)	22.44	$22.44 \times (1 + \Delta CPI_1)$	$22.44 \times (1 + \Delta CPI_2)$	$22.44 \times (1 + \Delta CPI_3)$
Heavy Metal – All other catchments (\$/kg)	37.00	$37.00 \times (1 + \Delta CPI_1)$	$37.00 \times (1 + \Delta CPI_2)$	$37.00 \times (1 + \Delta CPI_3)$
Phosphorus (concentrations >11mg/L) (\$/kg)	2.57	$2.57 \times (1 + \Delta CPI_1)$	$2.57 \times (1 + \Delta CPI_2)$	$2.57 \times (1 + \Delta CPI_3)$
Sulphate (\$/kg) ^a	$\{ \$0.15 \times (SO_4/2000) \} / \text{kg}$	$\{ \$0.15 \times (SO_4/2000) \} / \text{kg} \times (1 + \Delta CPI_1)$	$\{ \$0.15 \times (SO_4/2000) \} / \text{kg} \times (1 + \Delta CPI_2)$	$\{ \$0.15 \times (SO_4/2000) \} / \text{kg} \times (1 + \Delta CPI_3)$
Pollutant charges – Tankering Agreement customers only				
Portable Toilet Effluent (\$/kL)	13.12	$13.12 \times (1 + \Delta CPI_1)$	$13.12 \times (1 + \Delta CPI_2)$	$13.12 \times (1 + \Delta CPI_3)$
Septic Waste (\$/kL)	5.17	$5.17 \times (1 + \Delta CPI_1)$	$5.17 \times (1 + \Delta CPI_2)$	$5.17 \times (1 + \Delta CPI_3)$
High Strength Waste volume charge (\$/kL) ^b	3.34	$3.34 \times (1 + \Delta CPI_1)$	$3.34 \times (1 + \Delta CPI_2)$	$3.34 \times (1 + \Delta CPI_3)$

^a Based on the acceptance standard of 2000 milligrams per litre.^b Tankered high strength waste is also charged a load charge. The load charge is the high strength charge in Table 16 for the relevant wastewater treatment works to which the waste is delivered.

Schedule 5 Backlog Sewerage Services and Clarence Town sewerage connection services

1 Application

This schedule sets the maximum prices that Hunter Water may charge under paragraph 3(b) of the Order (sewerage services) for:

- (a) Backlog Sewerage Services; and
- (b) connecting Clarence Town Properties to the Sewerage System.

2 Environmental improvement charge for Residential Properties, Non-Residential Properties and Vacant Land

- (a) The maximum price that Hunter Water may levy for supplying Backlog Sewerage Services¹ to:

- (1) Residential Properties;
- (2) Non-Residential Properties; and
- (3) Vacant Land²,

is the environmental improvement charge in Table 19 for the Period in which the Residential Property, Non-Residential Property or Vacant Land (as the case may be) is connected to the Sewerage System.

- (b) For the purposes of clause 2(a) of this schedule, the environmental improvement charge in Table 19 does not apply where the Property is:

- (1) located in an area not serviced by the Sewerage System or an area where a scheme to provide a point of connection has not been approved for funding by the NSW Government; or
- (2) owned and occupied by an Eligible Pensioner.

¹ This clause does not apply where the costs of the Backlog Sewerage Services to the Property are fully recovered through direct beneficiary contributions or NSW Government community service obligation payments.

² An owner of Vacant Land which is located in an area serviced by a Sewerage System but is not connected to the Sewerage System will be liable for any other applicable charges as set out in this determination if that owner applies for that Vacant Land to be connected to the Sewerage System.

3 Clarence Town sewer connection charge for Clarence Town Properties

The maximum price that Hunter Water may levy for supplying the service of connecting a Clarence Town Property to the Sewerage System is the Clarence Town sewer charge in Table 20 for the Period in which the Clarence Town Property is connected to the Sewerage System.

Tables 19 and 20

Table 19 Environmental improvement charge

Charge	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Environmental improvement charge	36.79	$36.79 \times (1 + \Delta \text{CPI}_1)$	$36.79 \times (1 + \Delta \text{CPI}_2)$	$36.79 \times (1 + \Delta \text{CPI}_3)$

Table 20 Clarence Town sewer charge

Charge	Commencement Date to 30 June 2014 (\$)	1 July 2014 to 30 June 2015 (\$)	1 July 2015 to 30 June 2016 (\$)	1 July 2016 to 30 June 2017 (\$)
Clarence Town sewer charge	75.03	$75.03 \times (1 + \Delta \text{CPI}_1)$	$75.03 \times (1 + \Delta \text{CPI}_2)$	$75.03 \times (1 + \Delta \text{CPI}_3)$

Schedule 6 Ancillary and miscellaneous customer services

1 Application

This schedule sets the maximum prices that Hunter Water may charge for services under paragraph 3(f) of the Order (ancillary and miscellaneous customer services for which no alternative supply exists).

2 Ancillary and miscellaneous charges

- (a) The maximum charge that Hunter Water may levy for an ancillary and miscellaneous service listed in Table 21 is:
- (1) from the Commencement Date to 30 June 2014 - the corresponding charge in Table 21;
 - (2) from 1 July 2014 to 30 June 2015 - the corresponding charge in Table 21 multiplied by $(1+\Delta\text{CPI}_1)$, rounded in accordance with the Rounding Rule in clause 3 below;
 - (3) from 1 July 2015 to 30 June 2016 - the corresponding charge in Table 21 multiplied by $(1+\Delta\text{CPI}_2)$, rounded in accordance with the Rounding Rule in clause 3 below; and
 - (4) from 1 July 2016 to 30 June 2017 - the corresponding charge in Table 21 multiplied by $(1+\Delta\text{CPI}_3)$, rounded in accordance with the Rounding Rule in clause 3 below.
- (b) A reference in Table 21 to "N/A" means that Hunter Water does not provide the relevant service.

3 Rounding rule

Where a charge for an ancillary and miscellaneous customer service calculated in accordance with clause 2(a)(2), (3) or (4) above is:

- (a) \$100 or more, the charge is to be rounded to the nearest whole dollar; and
- (b) less than \$100, the charge is to be rounded to the nearest 5 cents.

Table 21

Table 21 Charges for ancillary and miscellaneous customer services

No.	Service	(\$)
1	Conveyancing Certificate	
	a) Over the Counter	31.26
	Over the counter statement of outstanding rates and charges at a specific date which is issued to solicitors, conveyancing companies and individuals as a requirement for buying and selling property	
	b) Electronic	9.64
	Electronic statement of outstanding rates and charges at a specific date which is issued to solicitors, conveyancing companies and individuals as a requirement for buying and selling property.	
2	Property Sewerage Diagram-up to and including A4 size-(where available)	19.22
	Diagram showing the location of the house-service line, building and sewer for a property.	
3	Service Location Diagram	
	a) Over the Counter	25.27
	Over the counter plan of Hunter Water's services and connection points in relation to a property's boundaries or a statement that no sewer main is available.	
	b) Electronic	15.12
	Broker or agent lodges an application via Land and Property Information, interfaces and extracts property details, produces an electronic plan of Hunter Water's services and connection points in relation to a property's boundaries or a statement that no sewer main is available.	
4	Meter Reading – Special Reads and by Appointment	
	Meter reader required to attend customer's property for the purpose of obtaining a special reading outside of the existing Meter read schedule.	
	During business hours	24.70
	Outside of business hours (by appointment)	101.17
5	Billing Record Search Statement	
	a) Up to and including 5 years	61.35

Table 21

No.	Service	(\$)
	This charge is applied when customers request a search of Hunter Water's archived financial reports which provide account details for up to 5 years. Account details for the current and previous financial year are free of charge. This charge is applied for each property requiring a billing record search.	
	b) For multiple properties	88.71
	An hourly rate to prepare historical billing and consumption data to owners of multiple properties.	
6	Building over or Adjacent to Sewer Advice	
	Statement of Approval Status for existing Building Over or Adjacent to a Sewer.	71.90
7	Water Reconnection – after restriction	
	a) During business hours	108.65
	Restoration of water supply during business hours (8am to 3pm on business days) to a property which has been restricted for non-payment of accounts.	
	b) Outside business hours	131.20
	Restoration of water supply outside of business hours (times other than those referred to in 7a) to a property which has been restricted for non-payment of accounts.	
8	Workshop Flow Rate Test of Meter	
	a) Without Strip Test	
	Removal, transportation and flow rate test of a mechanical meter at the customer's request to determine the accuracy of the customer's Meter.	
	20mm – 25mm	161.95
	32mm	227.55
	40mm	231.65
	50mm Light	272.65
	50mm Heavy	339.28
	('light' being a Meter weighing less than 10 kg and 'heavy' being a Meter weighing 10 kg or more)	
	65mm	341.33
	80mm	398.73
	100mm	475.60
	150mm	539.15
	b) With Strip Test	
	Removal, transportation, flow rate and strip test of a mechanical meter at the customer's request to determine the accuracy of the customer's Meter.	

Table 21

No.	Service	(\$)
	20mm – 25mm	223.45
	32mm	289.05
	40mm	289.05
	50mm Light	334.15
	50mm Heavy	400.78
	(‘light’ being a Meter weighing less than 10 kg and ‘heavy’ being a Meter weighing 10 kg or more)	
	65mm	402.83
	80mm	460.23
	100mm	537.10
	150mm	590.40
9	Application for water disconnection	
	a) Application for water disconnection (all sizes)	68.01
	b) Application for recycled water disconnection	136.33
10	Application for Water Service Connection (up to and including 25mm)	74.01
	Process applications to connect a new water service. This covers the administration fee only. There will be a separate charge payable to the utility if they also perform the physical connection.	
11	Application for Water Service Connection-(32-65mm)	N/A
	This covers administration and system capacity analysis as required.	
12	Application for Water Service Connection-(80mm or greater)	N/A
	This covers administration and system capacity analysis as required.	
13	Application to assess a Water main Adjustment	348.50
	This covers preliminary advice as to the feasibility of the project and will result in either:	
	a) a rejection of the project in which case the fee covers the associated investigation costs; or	
	b) conditional approval in which case the fee covers the administrative costs associated with the investigation and record amendment.	
14	Metered Standpipe Hire Security bond	
	Payable by Metered Standpipe hirers and refundable upon return of the standpipe in an undamaged state and upon payment of all outstanding hire and usage charges.	
	20mm Metered Standpipe	312.83

Table 21

No.	Service	(\$)
	32mm low flow Metered Standpipe	379.81
	32mm high flow Metered Standpipe	837.89
	50mm Metered Standpipe	837.89
15	Metered Standpipe Hire – monthly and tri-annual fees	
	Hire fees payable for the use of a portable metered standpipe owned by Hunter Water that is used to extract water from a water main.	
	Monthly Fee:	
	20mm Metered Standpipe	11.74
	32mm low flow Metered Standpipe	12.97
	32mm high flow Metered Standpipe	21.37
	50mm Metered Standpipe	21.37
	Tri-annual Fee:	
	20mm Metered Standpipe	32.65
	32mm low flow Metered Standpipe	33.88
	32mm high flow Metered Standpipe	42.28
	50mm Metered Standpipe	42.28
16	Metered Standpipe Water Usage Fee	See schedule 1 water usage charge as per Tables 3, 4 and 5
17	Backflow Prevention Device Application and Registration Fee	33.31
	Charge for the initial application and registration of a backflow prevention device.	
18	Backflow Prevention Device Annual Administration Fee and Test	
	a) Annual administration fee	21.32
	Charge for the maintenance of backflow prevention device records including logging of inspection reports.	
	b) Backflow Device Test	319.80
	This fee is for arranging to test a customer's backflow device as a result of that customer failing to arrange their own test as per the Customer Contract.	
19	Major Works Inspections Fee	
	This fee is for the inspection of water and sewer mains constructed by others, for the purposes of approval, which are longer than 25 metres and/or greater than 2 metres in depth.	
	Water Mains (\$ per metre)	9.85
	Gravity Sewer Mains (\$ per metre)	14.84
	Rising Sewer Mains (\$ per metre)	9.85

Table 21

No.	Service	(\$)
	Pressure Sewer Mains (\$ per metre)	9.85
20	Statement of Available Pressure Water pressure report detailing relative water pressures in Hunter Water's water mains. This fee covers assessment of available pressures at three specific flow rates from a single connection point to Hunter Water's main. Additional points of connection and flow values can be assessed at additional cost at the Technical Services Hourly Rate (charge no. 52).	318.78
21	Application to Connect or Disconnect Sewer Services or for a Special Internal Inspection Permit Process applications to connect a new sewer service or to disconnect an existing sewer service or apply for a special internal inspection permit.	74.01
22	Application to Connect or Disconnect Water & Sewer Services (combined application) Process combined application to connect a new water and sewer service or to disconnect an existing water and sewer service.	74.01
23	Irregular & Dishonoured Payments Fees relating to cheques returned by banking authorities or payment agency as irregular or dishonoured, credit card payment declines and direct debit payment declines. Banking Authority: - Cheque decline - Direct Debit decline Australia Post: - Cheque decline	 34.34 26.65 39.46
24	Request for Separate Metering of Units (per plan) Process a request for separate sub-metering of individual units within a registered Strata Plan or Community Title. Fee per plan, regardless of number of units.	30.70
25	Unauthorised connections Charge to recover costs and appropriate application fees where a connected service is located but no application to connect has been lodged with Hunter Water.	110.70
26	Building Plan Stamping Approval of basic building and development plans certifying that the proposed construction does not adversely impact on Hunter Water's assets.	12.04
27	Determining Requirements for Building Over/Adjacent to Sewer or Easement Statement of conditional requirements to Council approved building plans to safeguard Hunter Water's assets.	153.75

Table 21

No.	Service	(\$)
28	Hiring of a Metered Standpipe	
	a) Application to Hire a Metered Standpipe Process applications for the hire of portable metered standpipes.	173.23
	b) Breach of Standpipe Hire Conditions Fee for failing to provide a standpipe meter reading as required by the standpipe hire agreement. The standpipe hire agreement specifies that if three breaches occur the standpipe hire agreement will be terminated.	
	Breach 1	18.66
	Breach 2	24.65
	Breach 3 – step 1	30.70
	Breach 3 – step 2 (customer fails to return standpipe)	30.70
29	Meter Affixtures/Handling Fee	
	Installation of a Meter to the water connection framework.	
	a) Installation of a Water Meter for new connections up to 50mm (light duty)	85.33
	b) For Meters 50mm or larger, delivery of Meter by Hunter Water	85.33
30	Inspection of Non-Compliant Meters	57.50
	Reinspection of a proposed multi-metered development or stand-alone property where a second inspection is required for separate metering as meter frames were either non-compliant or were not accessible at initial inspection. Additional contractor hourly rate costs may apply, if required.	
31	Standard Plumbing Inspections	94.04
	Inspections for industrial/commercial developments and large multi-unit residential developments, as identified during the hydraulic design assessment procedure eg trade waste facilities installation, backflow prevention devices, water metering configuration compliance, pump to sewer, non-standard sewer and water services etc.	
32	Connect to or Building Over/Adjacent to Stormwater Channel for a Single Residence	92.46
	Process applications from customers connecting a single residence to a stormwater channel or erecting a single residence over/adjacent to a stormwater channel held by Hunter Water.	
33	Stormwater Channel Connection	330.05
	New developments unable to drain to the street drainage system may be serviced by a Hunter Water stormwater channel if available. The fee covers the cost of assessment.	
34	Hydraulic Design Assessment	

Table 21

No.	Service	(\$)
	This is the standalone fee for assessment of internal water and sewerage services for a single building proposing to connect to Hunter Water's existing infrastructure network. The base fee includes assessment of a single point of connection to a standard water main frontage and gravity sewer connection point within the lot. Drawings must be formatted to comply with Hunter Water's Hydraulic Design Policy and the NSW Code of Practice: Plumbing and Drainage.	
	a) Residential 25mm-40mm	231.65
	b) Residential > 40mm	276.75
	c) Non-residential 25mm-40mm	331.08
	d) Non-residential > 40mm	362.85
35	Pump Station Design Assessment	
	Pump station designs prepared by consultants are audited to ensure compliance with Hunter Water standards.	
	Water Pump Station	4,450.55
	Sewer Pump Station	4,901.55
	Recycled Water Pump Station	4,450.55
36	Application to Assess Sewer Main Adjustment	454.08
	This fee covers preliminary advice as to the feasibility of the project and either:	
	a) a rejection of the project in which case the fee covers the associated investigation costs; or	
	b) conditional approval in which case the fee covers the administration costs associated with the investigation and record amendment.	
37	Indicative Developer Charge Application	261.38
	This fee covers determination of indicative developer charges.	
38	Revision of Development Assessment	377.20
	This fee covers the cost of reviewing development assessment requirements.	
39	Bond Application	1,717.90
	This fee covers the lodging and release of a bond, and an estimation of the cost of outstanding works for a single asset, where a developer wishes to provide security in lieu of constructing works to facilitate early release of Hunter Water compliance certificates. Additional assets can be included at the Technical Services Hourly Rate (charge no.52).	
40	Bond Variation	248.05
	This charge covers Hunter Water's administration costs for adjustment of securities (per adjustment).	
41	Development Assessment Application	454.08
	The application fee covers the basic processing of each application to determine if there are any requirements such as developer charges or the design and construction of works.	
42	Application for Water or Sewer Main Extensions	454.08

Table 21

No.	Service	(\$)
	Unserviced property owners can apply for approval to extend water and/or sewer mains to an existing development on an existing lot.	
43	Assessment of Minor Works Where the necessary works are less than 25 metres in length and less than 2.5 metres in depth, they are considered to be 'Minor Works'.	814.88
44	Major Works a) Major Works Design Review and Contract Preparation Following approval of the designs, construction quality is assessed by Hunter Water. Hunter Water also carries out the work-as-executed survey and connections to live water mains. These fees are separately charged. b) Major Works Design Re-assessment	2,776.73 366.95
45	Connection to Existing Water System This fee covers shut down of water supply to allow connections to existing mains and recharging the mains. a) Major Works (valve shutdown) b) Major Works (non-valve shutdown)	 673.43 287.00
46	Insertion or Removal of Tee & Valve This fee applies when the developer elects for Hunter Water to insert the connection to existing mains. a) Valve shutdown and charge up b) Non-valve shutdown and charge up	 1,059.85 662.15
47	Application for Additional Sewer Connection Point Existing development requiring alternative sewer connection points must make an application to Hunter Water. Review of options and assessment of drawings or designs is covered by other additional fees.	330.05
48	Tee and Valve Connection Water services greater than 80mm diameter require special connection arrangements to Hunter Water's mains and are covered by an agreement and technical specification prepared on application.	261.38
49	Minor Works Inspection Fee Auditing of works constructed under minor works contracts to ensure that specified quality is being achieved.	212.18
50	Major Works Inspection and WAE Fee Comprises inspection/audit of works constructed under major works contracts to ensure that specified quality is achieved. Work-as-executed comprises survey of the constructed work and modifying plans to detail the precise location of the work for inclusion in Hunter Water information systems. Water Pump Station Sewer Pump Station	 6,178.70 8,369.13

Table 21

No.	Service	(\$)
	Recycled Water Pump Station	6,178.70
51	Application to Assess Encroachment on Hunter Water Land, Easement Rights or Assets This fee is for a first pass review of an application, to allow Hunter Water to advise requirements to be met and a quote for additional, more detailed assessment can be included at the Technical Services Hourly Rate (charge no.52).	394.63
52	Technical Services Hourly Rate This fee provides an hourly rate for additional technical work to be undertaken where base services are exceeded.	102.50
53	Remote Application Fee This fee covers applications made for a compliance certificate in an area remote from Hunter Water Services and includes the basic processing of each application to issue a certificate.	281.88
54	Preliminary Servicing Advice This charge covers technical assessment of a proposed development and general advice on the level of developer servicing charges in advance of development consent being issued by the determining authority (usually Council or Department of Planning).	429.48
55	Servicing Strategy Review a) Major developments often require the preparation of separate water, sewerage and/or recycled water servicing strategies for the whole development. Each asset group attracts an assessment fee - water, sewer and recycled water are each an asset group.	1,101.88
	b) Additional reviews	314.68
56	Environmental Assessment Report Review This fee covers Hunter Water's review of an environment assessment report to ensure the outcomes comply with relevant legislative and regulatory requirements. Additional costs, if required, may be included at the Technical Services Hourly Rate (charge no.52).	1,101.88
57	Recycled Water Inspection and work as executed (WAE) Fee Some developments require inspection and WAE services for dual reticulation (recycled water). This is in addition to the water and sewer inspection fee (ie, Fee No. 19).	29.68 per metre
58	Reservoir Construction Inspection and WAE Fee Comprises inspection/audit works constructed under major works contracts to ensure that specified quality is achieved.	By quotation
59	Water cart tanker a) Inspection of water cart tanker	131.20

Table 21

No.	Service	(\$)
	Initial or annual inspection of water cart tanker to ensure the air gap and backflow prevention is sufficient.	
	b) Reinspection of water cart tanker due to non-compliance	118.90
	Reinspection of a water cart tanker where non-compliant at the initial inspection.	
60	Inaccessible Meter-Reading Agreement	42.69
	Preparation of an agreement with a customer whereby the customer provides Hunter Water with a meter reading.	
61	Inaccessible Meter – Imputed Charge for Breach of Meter-Reading Agreement	18.04
	Charge for water and sewer usage when a customer breaches their Meter Reading Agreement with Hunter Water. This is in addition to water and sewer usage charges raised when an actual Meter reading is obtained.	
62	Damaged Meter Replacement	
	Replacement of a Meter that has been wilfully or accidentally damaged by a third party.	
	20mm Meter	61.91
	25mm Meter	102.50
	32mm Meter	142.48
	40mm Meter	170.15
	50mm light Meter	363.88
	50mm heavy Meter	415.13
	65mm Meter	507.38
	80mm Meter	636.53
	100mm Meter	662.15
	150mm Meter	1,133.65
	250mm Meter	4,166.63
	300mm Meter	5,189.58
63	Affix a separate Meter to a unit	57.50
	Fee for affixing a Meter to a unit where the Meter frame is compliant with requirements.	
64	Recycled Meter affix fee	37.05
	Fee for affixing a Meter to a recycled water service customer's property.	
65	Plumbing non-compliance follow up inspection fee	N/A
	Fee imposed on licensed plumbers for follow up inspections due to non-compliant plumbing work.	
66	Application for recycled water service connection – domestic	
	Fee for processing applications and mandatory inspections for recycled water services.	
	a) pre-laid service	48.12

Table 21

No.	Service	(\$)
	b) redevelopment	142.22

Schedule 7 Definitions and Interpretation

1 Definitions

1.1 General definitions

In this determination:

Backlog Sewerage Services means the service of connecting a Property to the Sewerage System under the Priority Sewerage Program.

Clarence Town means the area in the plan attached as Appendix A which is indicated to be within the “catchment boundary” bounded by a bold black line.

Clarence Town Property means a Residential Property, Non-Residential Property or Vacant Land located in Clarence Town.

Commencement Date means the Commencement Date defined in clause 2(b) of the Preliminary section of this determination.

Common Meter means a Meter which services a Multi Premises, where the Meter measures the water usage at that Multi Premises but not at each relevant Property located on or within that Multi Premises.

Community Development Lot has the meaning given to that term under the *Community Land Development Act 1989* (NSW).

Community Parcel has the meaning given to that term under the *Community Land Development Act 1989* (NSW).

Company Title Building means a building owned by a company where the issued shares of the company entitle the legal owner to exclusive occupation of a specified Company Title Dwelling within that building.

Company Title Dwelling means a dwelling within a Company Title Building.

Determination No. 4 of 2009 means IPART’s Determination No. 4, 2009 entitled ‘Hunter Water Corporation’.

Determination No. 5 of 2009 means IPART’s Determination No. 5, 2009 entitled ‘Hunter Water Corporation, Gosford City Council and Wyong Shire Council’.

Discharge Allowance for the Meter Reading Period means:

- (a) from the Commencement Date to 30 June 2014, 0 kL per annum pro-rated according to the number of days that fall within the relevant Meter Reading Period;
- (b) from 1 July 2014 to 30 June 2015, 25 kL per annum pro-rated according to the number of days that fall within the relevant Meter Reading Period;
- (c) from 1 July 2015 to 30 June 2016, 50 kL per annum pro-rated according to the number of days that fall within the relevant Meter Reading Period; and
- (d) from 1 July 2016 to 30 June 2017, 75 kL per annum pro-rated according to the number of days that fall within the relevant Meter Reading Period.

In the case of a Multi Premises, the Discharge Allowance applies to the entire Multi Premises and, for the avoidance of doubt, is not to be multiplied by the number of Properties within that Multi Premises.

DF or Discharge Factor means:

- (a) in relation to a Property (including a Property within a Multi Premises) with one or more Individual Meters, the percentage of water supplied to that Property which Hunter Water assesses or deems to be discharged into the Sewerage System; and
- (b) in relation to a Multi Premises with one or more Common Meters, the percentage of water supplied to that Multi Premises which Hunter Water assesses or deems to be discharged into the Sewerage System.

Drainage Area means a drainage area declared in accordance with section 46 of the *Hunter Water Act 1991* (NSW).

Eligible Pensioner means a person who is the owner and occupier of a Property and who holds a pensioner concession card from Centrelink or an equivalent concession card from the Department of Veterans' Affairs.

Filtered Water means water that has been treated at a water filtration plant.

GST means the Goods and Services Tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

High Strength Waste means waste with one or more of the following chemical characteristics:

- (a) BOD₅ (as that term is defined in the Trade Waste Policy) of greater than 350mg/L;
- (b) NFR (as that term is defined in the Trade Waste Policy) of greater than 350mg/L.

Hunter/ Central Coast Pipeline Agreement means the Hunter/Central Coast Pipeline Agreement between Hunter Water, Gosford City Council and Wyong Shire Council dated 15 March 2006, or such other agreement that replaces, or substantially replaces, it.

Hunter Water means Hunter Water Corporation, as defined in clause 1(b) of the Preliminary section of this determination, constituted under the *Hunter Water Act 1991* (NSW).

Individual Meter means a Meter which services a Property, where the Meter measures the water usage at that Property.

Infrastructure Service has the meaning given to that term in the *Water Industry Competition Act 2006* (NSW).

IPART means the Independent Pricing and Regulatory Tribunal of New South Wales established under the IPART Act.

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

kL means kilolitre or one thousand litres.

Land Size means:

- (a) in the case of a Property not within a Multi Premises, the total size of the land (in m²) on which the Property is located; and
- (b) in the case of a Multi Premises, the total size of the land (in m²) on which the Multi Premises is located.

Load Limit, in relation to a Trade Waste Agreement, means the load limit specified in that Trade Waste Agreement.

Local Government Act means the *Local Government Act 1993* (NSW).

Major Agreement, in relation to a Trade Waste Agreement, has the meaning given to that term in the Trade Waste Policy.

Meter means an apparatus for the measurement of water usage.

Meter Reading Period means a period equal to the number of days between:

- (a) the date (**Last Reading Date**) on which Hunter Water last read the Meter or is taken to have read the Meter, including by estimating consumption for the Property or Multi Premises (as the case may be); and

- (b) the date (**Earlier Reading Date**) immediately preceding the Last Reading Date on which Hunter Water read the Meter or is taken to have read the Meter, including by estimating consumption for the Property or Multi Premises (as the case may be),

which period includes the Last Reading Date but does not include the Earlier Reading Date.

Metered Non-Residential Property means a Non-Residential Property that is serviced by one or more Individual Meters.

Metered Property means a Metered Residential Property or a Metered Non-Residential Property.

Metered Residential Property means a Residential Property that is serviced by one or more Individual Meters.

Metered Standpipe means a portable metered device for temporary connection to the Water Supply System to enable water to be extracted.

Minor Agreement, in relation to a Trade Waste Agreement, has the meaning given to that term in the Trade Waste Policy.

Mixed Multi Premises means a Multi Premises which contains both Residential Properties and Non-Residential Properties.

Moderate Agreement, in relation to a Trade Waste Agreement, has the meaning given to that term in the Trade Waste Policy.

Monopoly Services means the Monopoly Services as defined in clause 1(d) of the Preliminary section of this determination.

Multi Premises means a premises where there are two or more Properties.

Non-Residential Multi Premises means a Multi Premises containing only Non-Residential Properties.

Non-Residential Property means a Property that is not:

- (a) a Residential Property; or
- (b) Vacant Land.

Order means the Order defined in clause 1(d) of the Preliminary section of this determination and published in Government Gazette No. 18, on 14 February 1997.

Period means:

- (a) the Commencement Date to 30 June 2014;
- (b) 1 July 2014 to 30 June 2015;
- (c) 1 July 2015 to 30 June 2016; or
- (d) 1 July 2016 to 30 June 2017,

as the case may be.

Priority Sewerage Program means the program established in 1998 by the NSW Government to provide sewerage services to unsewered areas based on a priority ranking developed by the Environment Protection Authority and New South Wales Department of Health and Ageing.

Property includes:

- (a) a Strata Title Lot;
- (b) a Company Title Dwelling;
- (c) a Community Development Lot;
- (d) a building or part of a building lawfully occupied or available for lawful occupation as a separate place of domicile or a separate place of business, other than a building to which paragraphs (a) to (c) apply; and
- (e) land.

Rateable Land has the meaning given to that term under the *Local Government Act 1993* (NSW).

Residential Multi Premises means a Multi Premises containing only Residential Properties.

Residential Property means a Property where:

- (a) in the case of that Property being Rateable Land, that Property is categorised as residential under section 516 of the *Local Government Act 1993* (NSW); or
- (b) in the case of that Property not being Rateable Land, the dominant use of that Property is residential, applying the classifications in section 516 of the *Local Government Act 1993* (NSW).

Sewerage System means the sewerage system of Hunter Water.

Strata Title Lot means a lot as defined under the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Tankering Agreement means a Trade Waste Agreement for the treatment of tankered wastewater in accordance with the Trade Waste Policy and Tankering Policy.

Tankering Policy means Hunter Water's Tankering Policy (as amended from time to time).

Trade Waste Agreement means an agreement between Hunter Water and a customer for the provision of trade waste services.

Trade Waste Policy means Hunter Water's Trade Wastewater Policy (as amended from time to time).

Unfiltered Water means water that has not been filtered by Hunter Water, and which is distributed by Hunter Water to the customer other than via that part of the Water Supply System which Hunter Water uses to supply Filtered Water.

Unmetered Property means a Property that is not serviced by an Individual Meter or a Common Meter.

Vacant Land means:

- (a) in relation to Schedules 1, 2, 3 and 4, land that has no capital improvements and no connection to the Water Supply System; and
- (b) in relation to Schedule 5, land that has no capital improvements and no connection to the Water Supply System at the time the Backlog Sewerage Services were announced by the NSW Government.

Water Supply System means the water supply system of Hunter Water.

1.2 Consumer Price Index

- (a) CPI means the consumer price index All Groups index number for the weighted average of eight capital cities, published by the Australian Bureau of Statistics, or if the Australian Bureau of Statistics does not or ceases to publish the index, then CPI will mean an index determined by IPART.

$$(b) \Delta CPI_1 = \left(\frac{CPI_{March2014}}{CPI_{March2013}} \right) - 1$$

$$\Delta CPI_2 = \left(\frac{CPI_{March2015}}{CPI_{March2013}} \right) - 1$$

$$\Delta CPI_3 = \left(\frac{CPI_{March2016}}{CPI_{March2013}} \right) - 1$$

- (c) The subtext (for example March₂₀₁₄) when used in relation to the CPI in paragraph 1.2(b) above refers to the CPI for the quarter and year indicated (in the example, the March quarter for 2014).

2 Interpretation

2.1 General provisions

In this determination, unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this determination;
- (b) a reference to a schedule, annexure, clause or table is a reference to a schedule, annexure, clause or table to this determination unless otherwise indicated;
- (c) a construction that would promote the purpose or object expressly or impliedly underlying the IPART Act is to be preferred to a construction that would not promote that purpose or object;
- (d) words importing the singular include the plural and vice versa;
- (e) a reference to a law or statute includes regulations, rules, codes and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (f) where a word is defined, other grammatical forms of that word have a corresponding meaning;
- (g) a reference to a day is to a calendar day;
- (h) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation), replacements and assigns;
- (i) a reference to an officer includes a reference to the officer which replaces it or which substantially succeeds to its powers or functions;
- (j) a reference to a body, whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2.2 Explanatory notes, simplified outline, examples and clarification notice

- (a) Explanatory notes, simplified outlines and examples do not form part of this determination, but in the case of uncertainty may be relied on for interpretation purposes.
- (b) IPART may publish a clarification notice in the NSW Government Gazette to correct any manifest error in or to clarify any part of this determination. Such a clarification notice is taken to form part of this determination.

2.3 Prices exclusive of GST

Prices or charges specified in this determination do not include GST.

2.4 Billing

- (a) For the avoidance of doubt nothing in this determination affects when Hunter Water may issue a bill to a customer for prices or charges under this determination.
- (b) Hunter Water must levy any charge applying in this determination on a pro-rata basis, where:
 - (1) a Meter Reading Period traverses more than one Period; or
 - (2) a billing period covers part of a Period.

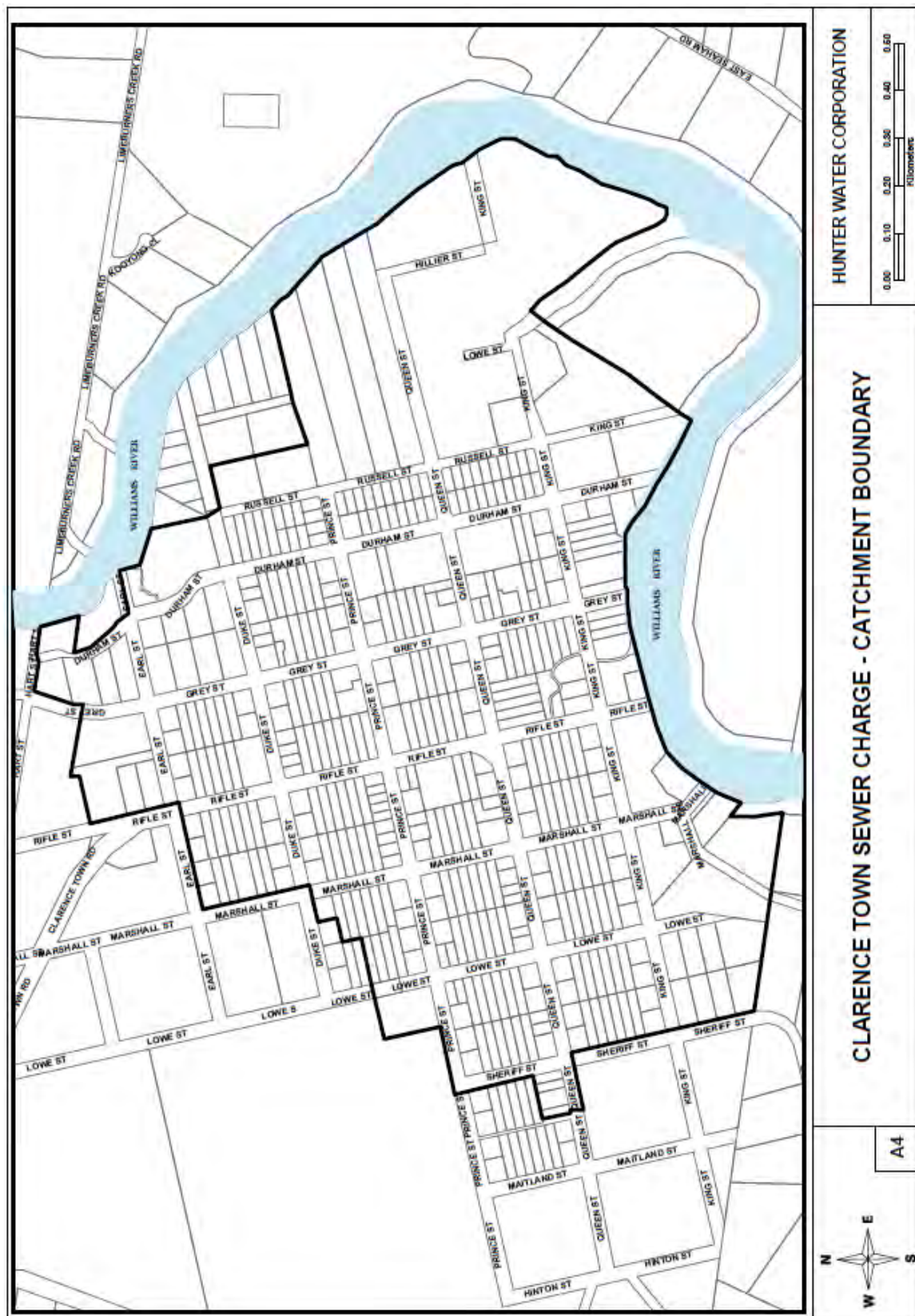
[**Note:** this clause 2.4(b) requires Hunter Water to levy charges (including service charges) on a pro-rata basis, meaning that any annual charges will be pro-rated based on the numbers of days falling within the relevant billing period. Billing frequency is dealt with in the customer contract available on Hunter Water's website.]

- (c) For the avoidance of doubt, if a Meter Reading Period or billing period commences before the Commencement Date and ends after the Commencement Date, the maximum prices for the Monopoly Services applying to that Meter Reading Period or billing period is the charge calculated as follows:
 - (1) **for the number of days falling before the Commencement Date** – by applying the maximum price for the relevant Monopoly Service under Determination No. 4 of 2009 or Determination No. 5 of 2009 (as the case may be), prior to that determination being replaced by this determination; and
 - (2) **for the number of days falling on or after the Commencement Date** – by applying the maximum price for the relevant Monopoly Service under this determination.

2.5 Apparatus for checking quantity of water used

For the purposes of this determination, where an apparatus is used by Hunter Water to check on the quantity of water use recorded by a Meter, that apparatus will not fall within the definition of a 'Meter'.

A Clarence Town





Independent Pricing and Regulatory Tribunal

NSW Electricity Regulated Retail Tariffs and Charges – 1 July 2013 to 30 June 2016

Determination No. 5, 2013

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The Tribunal members for this review are:

Dr Peter J Boxall AO, Chairman

Mr James Cox, Chief Executive Officer and Full Time Member

Mr Simon Draper, Part Time Member

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Preliminary

1 Background

- (a) Under section 43EA of the *Electricity Supply Act 1995* (NSW) (the **ESA**), the Minister for Resources and Energy may refer to IPART, for investigation and report, the determination of regulated retail tariffs, regulated retail charges, or both.
- (b) On 27 September 2012, IPART received a referral from the Minister for Resources and Energy to investigate and report on:
 - ...the determination of regulated retail tariffs and regulated retail charges to apply to small retail customers in each standard retail supplier's supply district in New South Wales for the period commencing on 1 July 2013 and terminating on 30 June 2016 or such earlier date as may be directed by the Minister.
- (c) This determination is made under section 43EB of the **ESA**, pursuant to the referral from the Minister for Resources and Energy.
- (d) In conducting its investigation, IPART:
 - (1) consulted with Standard Retail Suppliers in accordance with section 43EE of the **ESA**; and
 - (2) undertook a public consultation process in accordance with the referral from the Minister for Resources and Energy.
- (e) In making its determination, IPART has had regard to:
 - (1) the matters it is required to consider under the referral from the Minister for Resources and Energy; and
 - (2) the effect of the determination on competition in the retail electricity market,as required by section 43EB(2) of the **ESA**.
- (f) A Standard Retail Supplier may only impose tariffs and charges for, or in relation to, the Supply of electricity under a Standard Form Customer Supply Contract in accordance with this determination.

2 Application of this determination

- (a) This determination specifies:
 - (1) the methodology for determining the Regulated Retail Tariffs; and
 - (2) the Regulated Retail Charges, or the methodology for determining Regulated Retail Charges,

Preliminary

that Standard Retail Suppliers may charge Small Retail Customers:

- (3) whose Premises are within the Standard Retail Supplier's Supply District; and
- (4) who are Supplied electricity at those Premises by the Standard Retail Supplier under a Standard Form Customer Supply Contract,

during the Term.

(b) This determination commences on the later of:

- (1) 1 July 2013; and
- (2) the date that it is published in the NSW Government Gazette, (the **Commencement Date**).

3 Replacement of Determination No. 3 of 2010

This determination replaces Determination No. 3 of 2010 from the Commencement Date. The replacement does not affect anything done or omitted to be done, or rights or obligations accrued, under Determination No. 3 of 2010 prior to its replacement.

4 Schedules

- (a) Schedule 1 and the tables in that schedule specify the methodology for determining Regulated Retail Tariffs to apply during the Term.
- (b) Schedule 2 and the table in that schedule set out the process for:
 - (1) the submission and assessment of an Annual Review Proposal;
 - (2) IPART's annual review of:
 - (A) the Total Energy Cost Allowance; and
 - (B) the Customer Acquisition and Retention Cost Allowance; and
 - (3) the submission and assessment of an Annual Pricing Proposal.
- (c) Schedule 3 sets out the cost pass through mechanism and the process for the submission and assessment of a revised Annual Pricing Proposal following the approval of a cost pass through by IPART.
- (d) Schedule 4 and the table in that schedule specify the maximum Regulated Retail Charges, or the methodology for determining the maximum Regulated Retail Charges, to apply during the Term and the manner in which such charges may be imposed.
- (e) Schedule 5 sets out the definitions and interpretation provisions.

Schedule 1 Regulated Retail Tariffs

1 Application

This schedule specifies the methodology for determining Regulated Retail Tariffs to apply during the Term.

2 Weighted average price cap

2.1 Weighted average price cap formula

A Standard Retail Supplier must ensure that for any given Year (Year t), all of its Regulated Retail Tariffs comply with the following weighted average price cap formula:

$$\sum_{i=1}^n \sum_{j=1}^m P_{ij}^t \times q_{ij}^{t-1} \leq \sum_{i=1}^n \sum_{j=1}^m C_{ij}^t \times q_{ij}^{t-1} + PT^t \quad i=1,2,\dots,n \text{ and } j=1,2,\dots,m$$

Where:

- (a) the Standard Retail Supplier has n Regulated Retail Tariffs which each have up to m Components;
- (b) P_{ij}^t is the price the Standard Retail Supplier proposes to charge for Component j of Regulated Retail Tariff i in Year t (excluding any rebates funded by the Standard Retail Supplier);
- (c) q_{ij}^{t-1} is the quantity of Component j of Regulated Retail Tariff i in Year $t-1$, calculated as follows:
 - (1) where the quantity relates to electricity consumption or demand, the Standard Retail Supplier's estimate of consumption or demand for Year $t-1$ (in MWh or other relevant units) approved by IPART under clause 3 of Schedule 2; or
 - (2) where the quantity relates to number of Customers, the actual number of Customers of that Standard Retail Supplier on 31 December in Year $t-1$;
- (d) C_{ij}^t is the value for Component j of Regulated Retail Tariff i for Year t determined in accordance with clause 2.2 of this schedule; and

- (e) PT^t is:
- (1) any Annual Pass Through Amount for the Standard Retail Supplier for Year t, as determined in accordance with Schedule 3; or
 - (2) where Year t is the 2013/14 Year and no Annual Pass Through Amount has been determined in accordance with Schedule 3 for the Standard Retail Supplier for the 2013/14 Year – the amount specified in Table 5 for the Standard Retail Supplier for the applicable Prescribed Rate.

2.2 Value of C: regulated price control (N+R)

For the purpose of clause 2.1 of this schedule, C_{ij}^t for Year t is calculated as follows:

$$C_{ij}^t = N_{ij}^t + R_{ij}^t$$

Where:

- (a) N_{ij}^t is the Network Use Of System Charge, plus the pass through of any Demand Management Levy payable by the Standard Retail Supplier to the DNSP for Component j of Regulated Retail Tariff i in Year t; and
- (b) R_{ij}^t is the retail allocation, comprising:
 - (1) for each Customer of the Standard Retail Supplier, the relevant $FixedR_c^t$ calculated in accordance with clause 2.3 of this schedule; and
 - (2) for Component j of Regulated Retail Tariff i in Year t, the relevant $VariableR_{ij}^t$ calculated in accordance with clause 2.4 of this schedule.

2.3 Value of Fixed R

For the purpose of clause 2.2(b)(1) of this schedule, $FixedR_c^t$ for each Standard Retail Supplier is calculated as follows:

- (a) for the 2013/14 Year, the amount set out in Table 1 for the 2013/14 Year;
- (b) for the 2014/15 Year, the amount determined by IPART for the 2014/15 Year in accordance with clause 2.3(a)(2) of Schedule 2; and
- (c) for the 2015/16 Year, the amount determined by IPART for the 2015/16 Year in accordance with clause 2.3(a)(2) of Schedule 2.

2.4 Value of Variable R

For the purpose of clause 2.2(b)(2) of this schedule, $VariableR_{ij}$ for each Standard Retail Supplier is calculated as follows:

- (a) for the 2013/14 Year, the amount for the relevant Standard Retail Supplier for the 2013/14 Year set out in Table 2, 3 or 4 (as relevant) for the applicable Prescribed Rate;
- (b) for the 2014/15 Year, the amount determined by IPART in accordance with clause 2.3(a)(2) of Schedule 2 for the relevant Standard Retail Supplier for the 2014/15 Year for the applicable Prescribed Rate; and
- (c) for the 2015/16 Year, the amount determined by IPART in accordance with clause 2.3(a)(2) of Schedule 2 for the relevant Standard Retail Supplier for the 2015/16 Year for the applicable Prescribed Rate.

3 Price changes

Except as otherwise provided in this determination, a Standard Retail Supplier may only change the price for any Regulated Retail Tariff or Component for any Year:

- (a) with effect from 1 July of that Year (or from any other date in that Year determined by IPART); and
- (b) if IPART has notified the Standard Retail Supplier in writing that it is satisfied that the proposed price change complies with this determination.

4 Introducing new tariffs

- (a) Except as otherwise provided in this determination, a Standard Retail Supplier may only introduce a New Regulated Retail Tariff for any Year:
 - (1) with effect from 1 July of that Year (or from any other date in that Year determined by IPART); and
 - (2) if IPART has notified the Standard Retail Supplier in writing that it is satisfied that:
 - (A) exceptional circumstances exist which warrant the introduction of the New Regulated Retail Tariff; and
 - (B) the Standard Retail Supplier's proposal to introduce the New Regulated Retail Tariff complies with this determination.

- (b) Nothing in this clause 4 prevents a Standard Retail Supplier from introducing a new Component to form part of an existing Regulated Retail Tariff with effect from 1 July of any Year.

5 Abolition of tariffs

- (a) Except as otherwise provided in this determination, a Standard Retail Supplier may only abolish a Regulated Retail Tariff if the Standard Retail Supplier has notified IPART of its proposal to abolish the Regulated Retail Tariff at least 5 Business Days before the abolition is due to take effect.
- (b) Nothing in this clause 5 prevents a Standard Retail Supplier from removing a Component from an existing Regulated Retail Tariff with effect from 1 July of any Year.

6 Green Premiums

This determination does not prevent a Standard Retail Supplier from charging a Customer for a Green Premium, in addition to Regulated Retail Tariffs, where the Customer so elects.

7 Pass through of other network charges

- (a) This determination does not prevent a Standard Retail Supplier from passing through to a Customer any network charges, other than Network Use of System Charges, charged by the Customer's DNSP that are specific to that Customer (for example, meter test fees) if the Standard Retail Supplier would otherwise be entitled to do so.
- (b) The Standard Retail Supplier may not charge any additional fees in respect of the pass through of the network charges referred to in paragraph (a) above (for example, for administration).

Tables 1, 2, 3, 4 and 5

Table 1 Fixed R (\$2013/14 per Customer per year)

Year	Fixed R
2013/14 Year	84.6

**Table 2 Variable R (¢2013/14 per kWh)
Standard Retail Supplier: EnergyAustralia**

Year	Variable R	
	Where Prescribed Rate is 100 MWh per year	Where Prescribed Rate is 40 MWh per year
2013/14 Year	12.8	12.8

**Table 3 Variable R (¢2013/14 per kWh)
Standard Retail Supplier: Origin Energy (Endeavour Energy)**

Year	Variable R	
	Where Prescribed Rate is 100 MWh per year	Where Prescribed Rate is 40 MWh per year
2013/14 Year	13.0	12.9

**Table 4 Variable R (¢2013/14 per kWh)
Standard Retail Supplier: Origin Energy (Essential Energy)**

Year	Variable R	
	Where Prescribed Rate is 100 MWh per year	Where Prescribed Rate is 40 MWh per year
2013/14 Year	13.0	13.0

Table 5 Annual Pass Through Amount (¢2013/14 per kWh)

Standard Retail Supplier	Annual Pass Through Amount (2013/14 Year)	
	Where Prescribed Rate is 100 MWh per year	Where Prescribed Rate is 40 MWh per year
EnergyAustralia	0.42	0.42
Origin Energy (Endeavour Energy)	0.44	0.44
Origin Energy (Essential Energy)	0.43	0.43

[Note: Fixed R, Variable R and Annual Pass Through Amount values are presented in \$2012/13 in the report accompanying this determination.]

Schedule 2 Annual review of the Total Energy Cost Allowance and the Customer Acquisition and Retention Cost Allowance and Annual Pricing Proposals

1 Application

This schedule sets out the process for:

- (a) the submission and assessment of Annual Review Proposals;
- (b) IPART's annual review of:
 - (1) the Total Energy Cost Allowance; and
 - (2) the Customer Acquisition and Retention Cost Allowance; and
- (c) the submission and assessment of Annual Pricing Proposals.

2 Annual review of the Total Energy Cost Allowance and the Customer Acquisition and Retention Cost Allowance

2.1 Annual review mechanism and Annual Review Proposal

- (a) For the 2014/15 Year and the 2015/16 Year, IPART will, in accordance with the timetable in Table 6, conduct a review of:
 - (1) the Total Energy Cost Allowance; and
 - (2) the Customer Acquisition and Retention Cost Allowance,for each Standard Retail Supplier for each remaining Year of the Term.

2.2 Submission of Annual Review Proposals

- (a) Each Standard Retail Supplier may submit a proposal on the review to be undertaken under this clause 2 (**Annual Review Proposal**). If a Standard Retail Supplier decides to submit an Annual Review Proposal, the Proposal must be submitted by the date specified in item 1 of Table 6 of this schedule (or such other date as notified by IPART).
- (b) Subject to section 43EG of the ESA ('Confidential Information'), IPART will publish any Annual Review Proposal submitted under paragraph (a) above.

2.3 Outcome of annual review

- (a) As a result of the annual review under clause 2.1 of this schedule, IPART will:
 - (1) determine:
 - (A) the Total Energy Cost Allowance; and
 - (B) the Customer Acquisition and Retention Cost Allowance, for each Standard Retail Supplier for each remaining Year of the Term; and
 - (2) taking into account the determination in paragraph (a)(1) above, determine the revised $FixedR'_c$ and $VariableR'_{ij}$ to apply for that Standard Retail Supplier for each remaining Year of the Term for the purposes of clauses 2.3 and 2.4 of Schedule 1.
- (b) In determining the Total Energy Cost Allowance, the Customer Acquisition and Retention Cost Allowance and the revised $FixedR'_c$ and $VariableR'_{ij}$ for a Standard Retail Supplier under paragraph (a) above, IPART may decide to adopt (in whole or in part) the Annual Review Proposal submitted by the relevant Standard Retail Supplier (if any), having regard to:
 - (1) the matters IPART is required to consider under the referral from the Minister for Resources and Energy;
 - (2) the effect of the determination on competition in the retail electricity market; and
 - (3) any other matter IPART considers relevant.

2.4 Consultation

- (a) Prior to making a determination under clause 2.3 of this schedule, IPART will:
 - (1) issue a draft report and determination of its findings by the date specified in item 2 of Table 6, or such other date as notified by IPART; and
 - (2) consult on such matters (if any) arising out of its review as IPART considers appropriate with the Standard Retail Suppliers and such other persons (if any) as IPART considers appropriate.
- (b) By the date specified in item 3 of Table 6, or such other date as notified by IPART, IPART will publish a final report of its review and determination under clause 2.3 of this schedule, including the reasons for such determination.

Schedule 2 Annual review of the Total Energy Cost Allowance and the Customer Acquisition and Retention Cost Allowance and Annual Pricing Proposals

3 Annual Pricing Proposal

3.1 Submission and assessment

- (a) Each Standard Retail Supplier must submit to IPART, in accordance with this clause 3.1, an Annual Pricing Proposal for each Year.
- (b) The Annual Pricing Proposal for each Year must be submitted to IPART by no later than the relevant date specified in item 4 of Table 6, or any other date notified by IPART.

3.2 Contents

- (a) The Annual Pricing Proposal submitted by a Standard Retail Supplier for any given Year (**Year t**) must contain the following information:
 - (1) the Standard Retail Supplier's application of the weighted average price cap formula set out in clause 2.1 of Schedule 1 to all of its Regulated Retail Tariffs proposed for Year t, together with all necessary supporting calculations and information including:
 - (A) the prices the Standard Retail Supplier proposes to charge for each of the Components of its Regulated Retail Tariffs in Year t;
 - (B) the quantities of each of the Components of its Regulated Retail Tariffs in Year t-1 and, where those quantities are estimates, the basis for those estimates;
 - (C) details of how the proposed prices incorporate any Annual Pass Through Amounts for Year t determined under Schedule 3; and
 - (D) for any proposed new Component of an existing Regulated Retail Tariff for Year t, reasonable estimates of:
 - (i) the quantity of electricity consumption or demand (in MWh or other relevant units); or
 - (ii) the number of Customers (as the case may be), assuming, for that Regulated Retail Tariff, the same consumption and load profile as in Year t-1, with all prices submitted under this clause to be calculated to 2 decimal places;
 - (2) if the Standard Retail Supplier proposes to introduce a New Regulated Retail Tariff in Year t:
 - (A) details of the proposed New Regulated Retail Tariff; and
 - (B) details of why the Standard Retail Supplier considers that:
 - (i) exceptional circumstances exist; and
 - (ii) those circumstances warrant the introduction of the proposed New Regulated Retail Tariff;
 - (3) details of any Regulated Retail Tariffs that:

Schedule 2 Annual review of the Total Energy Cost
Allowance and the Customer Acquisition and Retention
Cost Allowance and Annual Pricing Proposals

- (A) the Standard Retail Supplier abolished in Year t-1; and
- (B) the Standard Retail Supplier proposes to abolish in Year t;
and
- (4) any other information IPART requires to satisfy itself that the Standard Retail Supplier's Annual Pricing Proposal complies with this determination.
- (b) The Annual Pricing Proposal submitted by Origin Energy (Essential Energy) for Year t may contain information on how Origin Energy (Essential Energy) proposes to rationalise obsolete regulated tariffs.

3.3 IPART's assessment of the Annual Pricing Proposal

By the date specified in item 5 of Table 6, or any other date notified by IPART, IPART will notify each Standard Retail Supplier whether or not IPART is satisfied:

- (a) that the Standard Retail Supplier's Annual Pricing Proposal contains the information required under clause 3.2 of this schedule;
- (b) with the Standard Retail Supplier's estimates of quantities set out in its Annual Pricing Proposal; and
- (c) that the Regulated Retail Tariffs set out in the Standard Retail Supplier's Annual Pricing Proposal comply with all applicable requirements of this determination, including where relevant:
 - (1) the weighted average price cap formula under clause 2.1 of Schedule 1; and
 - (2) the restriction on introducing New Regulated Retail Tariffs under clause 4 of Schedule 1.

3.4 If IPART is satisfied

- (a) If IPART notifies the Standard Retail Supplier that it is satisfied with each of the matters referred to in clause 3.3 of this schedule, then the proposed Regulated Retail Tariff prices set out in the Annual Pricing Proposal for Year t will be the applicable prices for those Regulated Retail Tariffs for that Year.
- (b) A Standard Retail Supplier must comply with any relevant regulatory requirements in relation to the publication of changes to its Regulated Retail Tariff prices.

3.5 If IPART is not satisfied: alternative Annual Pricing Proposal

- (a) If IPART notifies the Standard Retail Supplier that it is not satisfied with any of the matters referred to in clause 3.3 of this schedule, the Standard Retail Supplier must submit to IPART an alternative Annual Pricing Proposal by the date specified in item 6 of Table 6, or any other date notified by IPART.

Schedule 2 Annual review of the Total Energy Cost
Allowance and the Customer Acquisition and Retention
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- (b) If the Standard Retail Supplier submits an alternative Annual Pricing Proposal under clause 3.5(a) of this schedule, IPART will notify the Standard Retail Supplier whether or not IPART is satisfied with each of the matters referred to in clause 3.3 of this schedule in respect of the Standard Retail Supplier's alternative Annual Pricing Proposal by the date specified in item 7 of Table 6, or any other date notified by IPART.
- (c) If IPART notifies the Standard Retail Supplier that it is so satisfied, then clause 3.4 of this schedule will apply in respect of the Standard Retail Supplier's alternative Annual Pricing Proposal.
- (d) If IPART notifies the Standard Retail Supplier that it is not so satisfied, then the default arrangements in clause 3.6 of this schedule apply.

3.6 Default arrangements

If for Year t, IPART has not received a Compliant Annual Pricing Proposal from a Standard Retail Supplier by the date specified in item 6 of Table 6, or any other date notified by IPART, then:

- (a) where Year t is the 2013/14 Year, the Standard Retail Supplier's Regulated Retail Tariff prices for that Year will remain the same as the prices determined under Determination No. 3 of 2010 for the period from 1 July 2012 to 30 June 2013;
- (b) where Year t is the 2014/15 Year or the 2015/16 Year:
 - (1) if the annual review conducted by IPART for that Year under clause 2 of this schedule results in a decrease in the weighted average price cap set out in clause 2.1 of Schedule 1:
 - (A) IPART will apply the relevant percentage decrease in the weighted average price cap to the Regulated Retail Tariffs and Components which that Standard Retail Supplier was permitted to charge in accordance with this determination immediately prior to IPART's determination of the outcome of the annual review under clause 2.3 of this schedule; and
 - (B) the Standard Retail Supplier's Regulated Retail Tariff prices for Year t will be the prices calculated by IPART under clause 3.6(b)(1)(A) of this schedule; or
 - (2) if the annual review conducted by IPART for that Year under clause 2 of this schedule results in an increase in the weighted average price cap set out in clause 2.1 of Schedule 1, the Standard Retail Supplier's Regulated Retail Tariff prices for Year t will remain the same as those which the Standard Retail Supplier was permitted to charge in accordance with this determination immediately prior to IPART's determination of the outcome of the annual review under clause 2.3 of this schedule; and

Schedule 2 Annual review of the Total Energy Cost
Allowance and the Customer Acquisition and Retention
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- (c) IPART will publish on its website the Regulated Retail Tariffs determined under this clause 3.6.

Table 6

Table 6 Dates for submission of Annual Review Proposals, annual reviews of the Total Energy Cost Allowance and the CARC Allowance and the submission of Annual Pricing Proposals

Action	2013/14 Year	2014/15 Year	2015/16 Year
1. Standard Retail Suppliers may submit an Annual Review Proposal to IPART	N/A	12 January 2014	12 January 2015
2. IPART to issue draft report and determination on its annual review of the Total Energy Cost Allowance and the Customer Acquisition and Retention Cost Allowance and invite submissions (if appropriate)	N/A	Early April 2014	Early April 2015
3. IPART to publish final report and determination on its annual review of the Total Energy Cost Allowance and the Customer Acquisition and Retention Cost Allowance	N/A	Early June 2014	Early June 2015
4. Standard Retail Suppliers to submit Annual Pricing Proposal to IPART	<p>The date that is 8 Business Days after:</p> <p>a) Final Report Release Date; or</p> <p>b) the date on which the AER first publishes approved pricing proposals for all NSW DNSPs for the 2013/14 Year under chapter 6 of the National Electricity Rules,</p> <p>whichever is later (2013 Due Date).</p>	<p>The date that is 8 Business Days after:</p> <p>a) the date on which IPART publishes its final report on its annual review of the Total Energy Cost Allowance and the CARC Allowance for the 2014/15 Year; or</p> <p>b) the date on which the AER first publishes approved pricing proposals for all NSW DNSPs for the 2014/15 Year under chapter 6 of the National Electricity</p>	<p>The date that is 8 Business Days after:</p> <p>a) the date on which IPART publishes its final report on its annual review of the Total Energy Cost Allowance and the CARC Allowance for the 2015/16 Year; or</p> <p>b) the date on which the AER first publishes approved pricing proposals for all NSW DNSPs for the 2015/16 Year under chapter 6 of the National</p>

Table 6 |

Action	2013/14 Year	2014/15 Year Rules, whichever is later (2014 Due Date).	2015/16 Year Electricity Rules, whichever is later (2015 Due Date).
5. IPART to notify Standard Retail Suppliers whether satisfied/not satisfied with Annual Pricing Proposal	18 Business Days after 2013 Due Date	18 Business Days after 2014 Due Date	18 Business Days after 2015 Due Date
6. Final date for Standard Retail Suppliers to submit an alternative Annual Pricing Proposal to IPART	As notified by IPART	As notified by IPART	As notified by IPART
7. Final date for IPART to notify Standard Retail Suppliers whether satisfied/not satisfied with alternative Annual Pricing Proposal	10 Business Days after submission by Standard Retail Supplier of alternative Annual Pricing Proposal	10 Business Days after submission by Standard Retail Supplier of alternative Annual Pricing Proposal	10 Business Days after submission by Standard Retail Supplier of alternative Annual Pricing Proposal

Schedule 3 Cost pass through mechanism

1 Application

This schedule sets out:

- (a) the cost pass through mechanism; and
- (b) the process for the submission and assessment of a revised Annual Pricing Proposal (where required) following the approval of a cost pass through by IPART.

2 Definitions

For the purposes of this schedule:

- (a) **Positive Pass Through Event**, for a Standard Retail Supplier, means a Pass Through Event which results in that Standard Retail Supplier incurring Materially higher costs in providing Pass Through Services than it would have incurred but for that event;
- (b) **Negative Pass Through Event**, for a Standard Retail Supplier, means a Pass Through Event which results in that Standard Retail Supplier incurring Materially lower costs in providing Pass Through Services than it would have incurred but for that event; and
- (c) An event results in a Standard Retail Supplier incurring **Materially** higher or lower costs in providing Pass Through Services than it would have incurred but for that event if:
 - (1) in the case of a Positive Pass Through Event, that event results in the Standard Retail Supplier's efficient, incremental and justified average annual costs incurred (or likely to be incurred) during the Term in providing the Pass Through Services exceeding 0.25% of its total revenue arising out of Regulated Retail Tariffs (including Network Use Of System Charge components of Regulated Retail Tariffs) for the Year in which the event occurs, such revenue being calculated consistently with the Annual Pricing Proposal that has been submitted for the relevant Year; and
 - (2) in the case of a Negative Pass Through Event, that event results in the Standard Retail Supplier's average annual costs saved (or likely to be saved) during the Term in providing Pass Through Services (after taking all reasonable steps to maximise those cost savings) exceeding 0.25% of its total revenue arising out of Regulated Retail Tariffs (including Network Use Of System

Charge components of Regulated Retail Tariffs) for the Year in which the event occurs, such revenue being calculated consistently with the Annual Pricing Proposal that has been submitted for the relevant Year.

3 Positive Pass Through Event

3.1 Notification

- (a) If a Standard Retail Supplier reasonably considers that a Positive Pass Through Event has occurred, the Standard Retail Supplier may, by giving notice to IPART within 90 Business Days of that Positive Pass Through Event occurring or by any other date notified by IPART, seek IPART's approval to pass through to Customers an amount in respect of that Positive Pass Through Event.
- (b) The Standard Retail Supplier's notice under paragraph (a) above must be in writing and must specify:
 - (1) the details of the Positive Pass Through Event;
 - (2) the date the Positive Pass Through Event occurred;
 - (3) the increase in costs in the provision of Pass Through Services that the Standard Retail Supplier has incurred on and from the Final Report Release Date and is likely to incur during the Term as a result of the Positive Pass Through Event, including supporting documentation demonstrating that the cost increase is efficient, incremental and justified;
 - (4) the total amount that the Standard Retail Supplier proposes to pass through to Customers as a result of the Positive Pass Through Event;
 - (5) the amount that the Standard Retail Supplier proposes to pass through to Customers in each Year as a result of the Positive Pass Through Event; and
 - (6) where the Standard Retail Supplier proposes to commence passing through an amount on a date other than 1 July of the following Year, the proposed date of commencement of the pass through.
- (c) If IPART notifies a Standard Retail Supplier that it requires further information by a certain time for the purpose of making a determination under clause 3.2 of this schedule, the Standard Retail Supplier must provide that information by that time.

3.2 IPART's determination

- (a) If IPART receives a notice under clause 3.1 of this schedule, IPART will determine whether the Positive Pass Through Event referred to in that notice occurred.
- (b) If IPART determines that the Positive Pass Through Event occurred, IPART will then determine:
 - (1) the total amount to be passed through to Customers in respect of that Positive Pass Through Event (the **Positive Pass Through Amount**);
 - (2) the amount of that Positive Pass Through Amount to be passed through to Customers in each Year (each an **Annual Positive Pass Through Amount**); and
 - (3) the date from which the Standard Retail Supplier must commence passing through to Customers the first Annual Positive Pass Through Amount.

3.3 Factors for consideration by IPART

In making its determination under clause 3.2 of this schedule, IPART will take into account:

- (a) the matters set out in the notice given to IPART under clause 3.1 of this schedule;
- (b) the implications for efficient costs of the Standard Retail Supplier's decisions and actions, including whether the Standard Retail Supplier has taken or omitted to take any action where such action or omission has increased the magnitude of the costs incurred in respect of that Positive Pass Through Event;
- (c) the time cost of money based on the rate of return on capital of the Standard Retail Supplier, being:
 - (1) for the 2013/14 Year, the real post-tax weighted average cost of capital used by IPART for the purposes of this determination (as set out in the report entitled Review of Regulated Retail Tariffs and Charges for Electricity 2013-2016 Final Report); and
 - (2) for the 2014/15 Year and the 2015/16 Year, the real post-tax weighted average cost of capital used by IPART in its most recent annual review conducted under clause 2 of Schedule 2 (as set out in the final report published by IPART on that annual review);
- (d) the need to ensure that the Standard Retail Supplier does not recover costs under this clause 3 to the extent provision for such costs has already been made or otherwise taken into account for the purposes of this determination;
- (e) the need to ensure that the Standard Retail Supplier only recovers any actual or likely increment in efficient costs under this clause 3 to

the extent that such increment is solely as a consequence of a Pass Through Event;

- (f) in the case of a Regulatory Change Event, any costs that the Standard Retail Supplier has incurred prior to, but in preparation for, the occurrence of that Regulatory Change Event;
- (g) in the case of a Tax Change Event, any change in the way another tax is calculated, or the removal or imposition of another tax, which, in IPART's opinion, is complementary to the Tax Change Event concerned;
- (h) any delay on the part of the Standard Retail Supplier in seeking IPART's approval to pass through to Customers an amount in respect of any Positive Pass Through Event; and
- (i) any other factors IPART considers relevant.

3.4 Consultation

- (a) Prior to making a determination under clause 3.2 of this schedule, IPART will:
 - (1) use its best endeavours to issue a draft report and determination of its findings within 30 Business Days after it receives a notice under clause 3.1 of this schedule (or, where IPART requires further information under clause 3.1(c) of this schedule, within 30 Business Days of receiving that information); and
 - (2) consult on such matters arising out of the Positive Pass Through Event as IPART considers appropriate with the relevant Standard Retail Suppliers and such other persons (if any) as IPART considers appropriate.
- (b) IPART will use its best endeavours to publish a final report and determination, including the reasons for such determination, no later than 60 Business Days after it receives a notice under clause 3.1 of this schedule (or, where IPART requires further information under clause 3.1(c) of this schedule, within 60 Business Days of receiving that information).

4 Negative Pass Through Event

4.1 Notification

- (a) A Standard Retail Supplier must give notice to IPART of a Negative Pass Through Event within 90 Business Days of that Negative Pass Through Event occurring, or by any other date notified by IPART. Where IPART considers that a Negative Pass Through Event may have occurred, IPART may require a Standard Retail Supplier to give notice to IPART of the Negative Pass Through Event.

Schedule 3 Cost pass through mechanism

- (b) The Standard Retail Supplier's notice under clause 4.1(a) of this schedule must be in writing and must specify:
- (1) the details of the Negative Pass Through Event;
 - (2) the date the Negative Pass Through Event occurred;
 - (3) the costs in the provision of Pass Through Services that the Standard Retail Supplier has saved on and from the Final Report Release Date and is likely to save during the Term as a result of the Negative Pass Through Event, including supporting documentation demonstrating that all reasonable steps have been taken to maximise the cost savings;
 - (4) the total amount that the Standard Retail Supplier proposes to pass through to Customers as a result of the Negative Pass Through Event;
 - (5) the amount that the Standard Retail Supplier proposes to pass through to Customers in each Year as a result of the Negative Pass Through Event; and
 - (6) where the Standard Retail Supplier proposes to commence passing through an amount on a date other than 1 July of the following Year, the proposed date of commencement of the pass through.
- (c) If IPART notifies a Standard Retail Supplier that it requires further information by a certain time for the purpose of making a determination under clause 4.2 of this schedule, the Standard Retail Supplier must provide that information by that time.

4.2 IPART's determination

- (a) If IPART receives a notice under clause 4.1 of this schedule, IPART will determine whether the Negative Pass Through Event referred to in that notice occurred.
- (b) If IPART determines that the Negative Pass Through Event occurred, IPART will then determine:
- (1) the total amount to be passed through to Customers in respect of that Negative Pass Through Event (the **Negative Pass Through Amount**);
 - (2) the amount of that Negative Pass Through Amount to be passed through to Customers in each Year (each an **Annual Negative Pass Through Amount**); and
 - (3) the date from which the Standard Retail Supplier must commence passing through to Customers the first Annual Negative Pass Through Amount.

4.3 Factors for consideration by IPART

In making its determination under clause 4.2 of this schedule, IPART will take into account:

- (a) the matters set out in the notice given to IPART under clause 4.1 of this schedule;
- (b) the implications for efficient costs of the Standard Retail Supplier's decisions and actions, including whether the Standard Retail Supplier has taken all reasonable steps to maximise the cost savings in respect of that Negative Pass Through Event;
- (c) the time cost of money based on the rate of return on capital of the Standard Retail Supplier, being:
 - (1) for the 2013/14 Year, the real post-tax weighted average cost of capital used by IPART for the purposes of this determination (as set out in the report entitled Review of Regulated Retail Tariffs and Charges for Electricity 2013-16 Final Report); and
 - (2) for the 2014/15 Year and the 2015/16 Year, the real post-tax weighted average cost of capital used by IPART in its most recent annual review conducted under clause 2 of Schedule 2 (as set out in the report published by IPART on that annual review);
- (d) the need to ensure that the cost savings the Standard Retail Supplier is required to pass through to Customers under this clause 4 have not already been provided for or otherwise taken into account for the purposes of this determination;
- (e) in the case of a Regulatory Change Event, any costs that the Standard Retail Supplier has incurred prior to, but in preparation for, the occurrence of that Regulatory Change Event;
- (f) in the case of a Tax Change Event, any change in the way another tax is calculated, or the removal or imposition of another tax, which, in IPART's opinion, is complementary to the Tax Change Event concerned;
- (g) any delay on the part of the Standard Retail Supplier in seeking IPART's approval to pass through to Customers an amount in respect of any Negative Pass Through Event; and
- (h) any other factors IPART considers relevant.

4.4 Consultation

- (a) Prior to making a determination under clause 4.2 of this schedule, IPART will:
 - (1) use its best endeavours to issue a draft report and determination of its findings within 30 Business Days after it receives a notice under clause 4.1 of this schedule (or, where IPART requires further information under clause 4.1(c) of this schedule, within 30 Business Days of receiving that information); and
 - (2) consult on such matters arising out of the Negative Pass Through Event as IPART considers appropriate with the relevant Standard Retail Suppliers and such other persons (if any) as IPART considers appropriate.
- (b) IPART will use its best endeavours to publish a final report and determination, including the reasons for such determination, within 60 Business Days after it receives a notice under clause 4.1 of this schedule (or, where IPART requires further information under clause 4.1(c) of this schedule, within 60 Business Days of receiving that information).

5 Annual Pass Through Amount

The Annual Pass Through Amount for a Standard Retail Supplier, for any Year, equals:

- (a) the sum of that Standard Retail Supplier's Annual Positive Pass Through Amounts for that Year, if any, less
- (b) the sum of that Standard Retail Supplier's Annual Negative Pass Through Amounts for that Year, if any.

6 Revised Annual Pricing Proposal

6.1 Requirement to provide

- (a) If, in any given Year (Year t), IPART determines:
 - (1) that a Positive Pass Through Event or a Negative Pass Through Event has occurred; and
 - (2) the date from which the Standard Retail Supplier must commence passing through to Customers the first Annual Positive Pass Through Amount or the first Annual Negative Pass Through Amount in relation to that Pass Through Event is a date prior to, or after, 1 July of Year $t+1$,

then the Standard Retail Supplier must, within 10 Business Days, submit to IPART a revised Annual Pricing Proposal in accordance with clause 6.2 of this schedule.

- (b) If, in any given Year (**Year t**), IPART determines;
- (1) that a Positive Pass Through Event or Negative Pass Through Event has occurred; and
 - (2) the date from which the Standard Retail Supplier must commence passing through to Customers the first Annual Positive Pass Through Amount or the first Annual Negative Pass Through Amount in relation to that Pass Through Event is 1 July of any Year,

then the Standard Retail Supplier must submit an Annual Pricing Proposal under schedule 2 which includes details of how the proposed prices incorporate the relevant Annual Pass Through Amount as opposed to a revised Annual Pricing Proposal under this schedule 3.

6.2 Contents

A revised Annual Pricing Proposal submitted by a Standard Retail Supplier under clause 6.1 of this schedule must contain the following information:

- (a) the Standard Retail Supplier's application of the weighted average price cap formula set out in clause 2.1 of Schedule 1 to all of its Regulated Retail Tariffs proposed for the remainder of the Year (**Remainder Year t**) in which the first Annual Positive Pass Through Amount or the first Annual Negative Pass Through Amount referred to in clause 6.1 of this schedule is to be passed through, together with all necessary supporting calculations and information including:
 - (1) the prices the Standard Retail Supplier proposes to charge for each of the Components of its Regulated Retail Tariffs for Remainder Year t;
 - (2) the quantities of each of the Components of its Regulated Retail Tariffs in Year t-1 and, where those quantities are estimates, the basis for those estimates;
 - (3) details of how the proposed prices incorporate the Annual Positive Pass Through Amount or the Annual Negative Pass Through Amount (as the case may be) for Remainder Year t; and
 - (4) for any proposed new Component of an existing Regulated Retail Tariff for Remainder Year t, reasonable estimates of the quantity of electricity consumption or demand (in MWh or other relevant units) or of the numbers of Customers (as the case may be) assuming, for that Regulated Retail Tariff, the same consumption and load profile as in Year t-1,

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with all prices submitted under this clause to be calculated to 2 decimal places;

- (b) if the Standard Retail Supplier proposes to introduce a New Regulated Retail Tariff in Remainder Year t:
 - (1) details of the proposed New Regulated Retail Tariff; and
 - (2) details of why the Standard Retail Supplier considers that:
 - (A) exceptional circumstances exist; and
 - (B) those circumstances warrant the introduction of the proposed New Regulated Retail Tariff;
- (c) details of any Regulated Retail Tariffs that the Standard Retail Supplier proposes to abolish in Remainder Year t; and
- (d) any other information IPART requires to satisfy itself that the Standard Retail Supplier's revised Annual Pricing Proposal complies with this determination.

6.3 IPART's assessment of the revised Annual Pricing Proposal

Within 10 Business Days after IPART receives the revised Annual Pricing Proposal under clause 6.1 of this schedule and any information required under clause 6.2(d) of this schedule, IPART will notify the relevant Standard Retail Supplier whether or not it is satisfied:

- (a) that the Standard Retail Supplier's revised Annual Pricing Proposal contains the information required under clause 6.2 of this schedule;
- (b) with the Standard Retail Supplier's estimates of quantities set out in its revised Annual Pricing Proposal; and
- (c) that the Regulated Retail Tariffs set out in the Standard Retail Supplier's revised Annual Pricing Proposal comply with all applicable requirements of this determination, including where relevant:
 - (1) the weighted average price cap formula under clause 2.1 of Schedule 1; and
 - (2) the restriction on introducing New Regulated Retail Tariffs under clause 4 of Schedule 1.

6.4 If IPART is satisfied

- (a) If IPART notifies the Standard Retail Supplier that it is satisfied with each of the matters referred to in clause 6.3 of this schedule, then the proposed Regulated Retail Tariff prices set out in the revised Annual Pricing Proposal for Remainder Year t will be the applicable prices for those Regulated Retail Tariffs for Remainder Year t.
- (b) A Standard Retail Supplier must comply with any relevant regulatory requirements in relation to the publication of changes to its Regulated Retail Tariff prices.

6.5 If IPART is not satisfied: alternative revised Annual Pricing Proposal

- (a) If IPART notifies the Standard Retail Supplier that it is not satisfied with any of the matters referred to in clause 6.3 of this schedule, the Standard Retail Supplier must submit to IPART an alternative revised Annual Pricing Proposal by the date specified by IPART.
- (b) If the Standard Retail Supplier submits an alternative revised Annual Pricing Proposal under clause 6.5(a) of this schedule, IPART will notify the Standard Retail Supplier whether or not IPART is satisfied with each of the matters referred to in clause 6.3 of this schedule in respect of the Standard Retail Supplier's alternative revised Annual Pricing Proposal by the date specified by IPART.
- (c) If IPART notifies the Standard Retail Supplier that it is so satisfied, then clause 6.4 of this schedule will apply in respect of the Standard Retail Supplier's alternative revised Annual Pricing Proposal.
- (d) If IPART notifies the Standard Retail Supplier that it is not so satisfied, then the default arrangements in clause 6.6 of this schedule apply.

6.6 Default arrangements

If:

- (a) IPART has not received an alternative revised Annual Pricing Proposal from a Standard Retail Supplier in respect of Remainder Year t by the date specified by IPART; or
- (b) IPART has received such an alternative revised Annual Pricing Proposal but, in accordance with clause 6.5(b) of this schedule, has notified the Standard Retail Supplier that it is not satisfied with each of the matters referred to in clause 6.3 of this schedule in respect of that alternative revised Annual Pricing Proposal,

then:

- (c) where the relevant Pass Through Event is a Negative Pass Through Event:
 - (1) IPART will calculate the percentage decrease in the weighted average price cap set out in clause 2.1 of Schedule 1 that results from including the applicable Negative Pass Through Amount in the weighted average price cap, and will apply that percentage decrease to the Regulated Retail Tariffs and Components which that Standard Retail Supplier was permitted to charge in accordance with this determination immediately prior to IPART's determination in relation to the Negative Pass Through Event under clause 4.2 of this schedule; and,

Schedule 3 Cost pass through mechanism

- (2) the Standard Retail Supplier's Regulated Retail Tariff prices for Remainder Year t will be the prices calculated by IPART under clause 6.6(c)(1) of this schedule; or
- (d) where the relevant Pass through Event is a Positive Pass Through Event, the Standard Retail Supplier's Regulated Retail Tariff prices for Remainder Year t will remain the same as those which the Standard Retail Supplier was permitted to charge in accordance with this determination immediately prior to IPART's determination under clause 3.2 of this schedule.

Schedule 4 Regulated Retail Charges

1 Application

- (a) This schedule sets out:
- (1) the maximum Regulated Retail Charges, or the methodology for determining the maximum Regulated Retail Charges, to apply during the Term; and
 - (2) the manner in which a fee for a dishonoured cheque may be imposed during the Term.
- (b) A Standard Retail Supplier may not impose on, or require from, a Customer a fee for a dishonoured cheque, a late payment fee or a security deposit (whether or not described in those terms) except as permitted by this schedule and any Applicable Law.
- [Note: the National Energy Retail Law, the National Energy Retail Rules and the National Energy Retail Law (Adoption) Regulation 2013 set out certain conditions and restrictions on the imposition of security deposits and late payment fees.]
- (c) To the extent of any inconsistency between this determination and an Applicable Law, the Applicable Law prevails.

2 Maximum fee for a dishonoured cheque

- (a) The maximum fee that a Standard Retail Supplier may charge a Customer for a dishonoured cheque is the amount described in item 1 of Table 7.
- (b) A Standard Retail Supplier may only impose a charge for a dishonoured cheque if the Standard Retail Supplier actually incurs a bank or other financial institution fee for that dishonoured cheque.

3 Maximum late payment fee

The maximum fee that a Standard Retail Supplier may charge a Customer for late payment of an Electricity Retail Bill is the amount set out in item 2 of Table 7.

4 Maximum security deposit

The maximum security deposit that a Standard Retail Supplier may require from a Customer is the amount calculated in accordance with the applicable methodology referred to in item 3 of Table 7.

Table 7

Table 7 Maximum Regulated Retail Charges

Item	Regulated Retail Charge	Maximum amount
1	Fee for a dishonoured cheque	2 times the regular GST-exclusive fee charged by the bank or other financial institution to which the cheque is presented
2	Late payment fee	\$10.90 (excluding GST)
3	Security deposit	<p>Calculated in accordance with the methodology specified under the National Energy Retail Rules.</p> <p>[Note: as at the date of this determination, the National Energy Retail Rules specify that the amount of a security deposit must not be greater than 37.5% of the Customer's estimated Electricity Retail Bills over a 12 month period, based on:</p> <p>(a) the Customer's billing history; or</p> <p>(b) the average usage of electricity by a comparable customer over a comparable 12 month period.]</p>

Schedule 5 Definitions and interpretation

1 Definitions

1.1 General provisions

In this determination:

2013/14 Year means the period from 1 July 2013 to 30 June 2014.

2014/15 Year means the period from 1 July 2014 to 30 June 2015.

2015/16 Year means the period from 1 July 2015 to 30 June 2016.

AEMO means Australian Energy Market Operator Limited ACN 072 010 327.

AEMO Direction Fees means amounts payable or paid to AEMO under clause 3.15.8 of the National Electricity Rules.

AEMO Fees means AEMO Participant Fees, AEMO Direction Fees, AEMO Reserve Trader Fees and AEMO Market Ancillary Service Fees.

AEMO Market Ancillary Service Fees means amounts payable or paid to AEMO under clause 3.15.6A of the National Electricity Rules.

AEMO Participant Fees means "Participant fees" as defined under the National Electricity Rules.

AEMO Reserve Trader Fees means amounts payable or paid to AEMO under clause 3.15.9 of the National Electricity Rules.

AER means the Australian Energy Regulator, established under Part IIIA of the *Competition and Consumer Act 2010* (Cth).

Annual Negative Pass Through Amount has the meaning given to that term in clause 4.2(b)(2) of Schedule 3.

Annual Pass Through Amount has the meaning given to that term in clause 5 of Schedule 3.

Annual Positive Pass Through Amount has the meaning given to that term in clause 3.2(b)(2) of Schedule 3.

Annual Pricing Proposal means the document described in clause 3 of Schedule 2, as revised in accordance with clause 6 of Schedule 3.

Annual Review Proposal means the document described in clause 2.2(a) of Schedule 2.

Applicable Law means:

- (a) any legislation of the Commonwealth Parliament or the Parliament of New South Wales, and any regulation, order, rule or other instrument made under such legislation (including the National Energy Retail Law, National Energy Retail Rules, National Electricity Law, National Electricity Rules and rules made under section 63C of the ESA);
- (b) any Retail Supplier's Licence; and
- (c) any code, rules and guidelines which is or are binding on a Standard Retail Supplier.

Ausgrid Distribution District means the distribution district of EnergyAustralia or Ausgrid (as the case may be), as set out in schedule 3 to the ESA.

Authority means:

- (a) any government or any minister, agency, department, instrumentality or other authority of government; and
- (b) IPART, the Australian Energy Market Commission, the AER or AEMO,

but does not include a state owned corporation as that expression is defined in the *State Owned Corporations Act 1989* (NSW).

Business Day means a day other than a Saturday, a Sunday or a public holiday or bank holiday in all of New South Wales.

Carbon Pricing Mechanism means:

- (a) the carbon pricing mechanism established under the *Clean Energy Act 2011* (Cth) and associated legislation (including the related amendments to the *Fuel Tax Act 2006* (Cth), *Excise Tariff Act 1921* (Cth) and *Customs Tariff Act 1995* (Cth)) and includes the Opt-in Scheme established under the *Clean Energy Act 2011* (Cth); or
- (b) any other mandatory scheme established under legislation for the management of greenhouse gas emissions or concentrations which entails the surrender or purchase of permits or credits (including to avoid a requirement to make a monetary payment) or the payment of a tax, where the quantity of permits or credits surrendered or

purchased, or the amount of tax paid, is referable to the actual or potential emissions of any greenhouse gas.

Commencement Date has the meaning given to that term in clause 2(b) of the Preliminary section of this determination.

Compliant Annual Pricing Proposal means a Standard Retail Supplier's Annual Pricing Proposal for which IPART has notified the Standard Retail Supplier that IPART is satisfied of each of the matters referred to in clause 3.3 of Schedule 2.

Component means a component of a Regulated Retail Tariff.

[**Note:** For example, a time of use tariff might have 4 components, being peak, shoulder and off-peak components (each expressed in cents/kWh) and a service availability charge (expressed in cents/day). Similarly, an inclining block tariff might have 3 components, being a price (expressed in cents/kWh) for that part of the consumption which is between 0 and X kWh, another (higher) price (also expressed in cents/kWh) for that part of the consumption that exceeds X kWh, and a service availability charge (expressed in cents/day).]

Customer means a Small Retail Customer under a Standard Form Customer Supply Contract. For any purpose under this determination that involves counting or determining the number of such customers, each relevant NMI is to be regarded as one Customer.

Customer Acquisition and Retention Cost Allowance or CARC Allowance means, for a Standard Retail Supplier for a Year or other period, the costs of acquiring and retaining Customers not recovered through the Total Energy Cost Allowance. The costs of acquiring and retaining Customers exclude retail operating costs. For these purposes, retail operating costs include costs associated with:

- (a) customer service (eg operating call centres, billing and collecting revenue);
- (b) finance;
- (c) IT systems; and
- (d) regulation (eg licence fees).

Customer Hardship Program means any program which imposes obligations on a Standard Retail Supplier to assist Customers in financial or other difficulty.

Demand Management Levy means any levy, tariff, fee, charge, duty, tax or impost of any kind imposed on a DNSP under a law of New South Wales or the Commonwealth in connection with or relating to the Supply of electricity to, or the consumption of electricity by, any Distribution Customer.

Distribution Customer has the meaning given to that term under the National Electricity Rules.

Distribution System has the meaning given to that term in the ESA.

DNSP means a distribution network service provider (as that term is defined in the ESA).

Electricity Retail Bill means a bill issued by a Standard Retail Supplier to a Customer for the Supply of electricity, or the provision or connection services.

Endeavour Energy Distribution District means the distribution district of Integral Energy Australia or Endeavour Energy (as the case may be), as set out in schedule 3 of the ESA.

EnergyAustralia means EnergyAustralia Pty Ltd ACN 086 014 968 in relation to its supply of electricity to Small Retail Customers under a Standard Form Customer Supply Contract at Premises in the Ausgrid Distribution District. A reference to EnergyAustralia includes a reference to any person or body that acquires EnergyAustralia or acquires all or part of the business operated by EnergyAustralia and Supplies electricity to Small Retail Customers under a Standard Form Customer Supply Contract at Premises in the Ausgrid Distribution District.

Energy Loss Factor means a factor that is applied to adjust quantities in relation to the wholesale purchase of electricity to reflect the physical losses of energy arising during the transporting of energy over transmission systems and Distribution Systems.

Energy Purchase Cost Allowance means, for a Standard Retail Supplier for a Year or other period, the Energy Purchase Cost Allowance determined by IPART for that Standard Retail Supplier, which must be no less than the weighted average of the Market Based Allowance and the LRMC for the Standard Retail Supplier for that year or other period (such weighted average being calculated by ascribing a 25% weighting to the Market Based Allowance and a 75% weighting to the LRMC).

ESA means the *Electricity Supply Act 1995* (NSW).

Essential Energy Distribution District means the distribution district of Country Energy or Essential Energy (as the case may be), as set out in schedule 3 of the ESA.

Final Report Release Date means the date on which the report entitled Review of Regulated Retail Tariffs and Charges for Electricity 2013-2016 Final Report is published on the IPART website.

Green Energy Outcome means any of the following:

- (a) an increase in the amount of electricity generated from renewable energy sources or other sources of energy that provide improved environmental outcomes;
- (b) additional investment in technologies that reduce or offset greenhouse gas emissions attributable to electricity generation; or
- (c) reduced consumption of electricity.

Green Energy Scheme means any mandatory scheme that imposes financial obligations on a Standard Retail Supplier in order to produce a Green Energy Outcome, excluding the Carbon Pricing Mechanism, but including the large-scale renewable energy target and small-scale renewable energy scheme under the *Renewable Energy (Electricity) Act 2000* (Cth) and the energy savings scheme under the ESA.

Green Premium means an amount a Customer pays voluntarily to contribute towards a Green Energy Outcome. Where a Tariff for the Supply of electricity does not separately identify that amount, the Green Premium is that part of the Tariff that exceeds the Tariff that would apply to a Customer in the same circumstances who chose not to pay such an amount.

GST means the GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

IPART means the Independent Pricing and Regulatory Tribunal of New South Wales established under the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

kWh means kilowatt hours.

Last Resort Supply Event means:

- (a) before the NERL Date, a last resort supply event as that term is defined under clause 59 of the *Electricity Supply (General) Regulation 2001* (NSW); and
- (b) as from the NERL Date, a ROLR event as that term is defined under section 122 of the National Energy Retail Law.

Long Run Marginal Cost or **LPMC** means, for a Standard Retail Supplier for a Year or other period, the least cost mix of generating plant (including any plant that would be required to meet any regulatory obligation) based on those plants earning an economic return on their market value, and using generation technology that is available in the National Electricity Market to efficiently meet the Standard Retail Supplier's forecast Regulated Load for that Year or other period, excluding:

- (a) costs of compliance with any Green Energy Scheme;

- (b) costs of compliance with any obligations imposed under an Applicable Law relating to the reporting of greenhouse gas emissions, energy production or energy consumption;
- (c) costs related to physical losses of energy arising during the transporting of energy over transmission systems and Distribution Systems;
- (d) AEMO Fees; and
- (e) any other costs (not referred to above) relating to the Standard Retail Supplier's retail supply business or the recovery of any retail margin relating to that business,

but including costs incurred in relation to the Carbon Pricing Mechanism.

Market Based Allowance means, for a Standard Retail Supplier for a Year or other period, an allowance for that Standard Retail Supplier's costs of purchasing electricity, and managing the risks associated with purchasing electricity, from the National Electricity Market in order to Supply electricity for its Regulated Load, excluding:

- (a) costs of compliance with any Green Energy Scheme;
- (b) costs of compliance with any obligations imposed under an Applicable Law relating to the reporting of greenhouse gas emissions, energy production or energy consumption;
- (c) costs related to physical losses of energy arising during the transporting of energy over transmission systems and Distribution Systems;
- (d) AEMO Fees; and
- (e) any other costs (not referred to above) relating to the Standard Retail Supplier's retail supply business or the recovery of any retail margin relating to that business.

Materially has the meaning given to that term in clause 2(c) of Schedule 3.

MWh means megawatt hours.

National Electricity Law means the National Electricity Law set out in the Schedule to the *National Electricity (South Australia) Act 1996 (SA)*, as applied in New South Wales by the *National Electricity (New South Wales) Act 1997 (NSW)*.

National Electricity Market means the wholesale market for electricity supply which operates in Queensland, New South Wales, Victoria, South Australia, the Australian Capital Territory and Tasmania.

National Energy Retail Law means the National Energy Retail Law set out in the schedule in the *National Energy Retail Law (South Australia) Act*

2011 (SA), as amended and applied in New South Wales by the *National Energy Retail Law (Adoption) Act 2012* (NSW).

National Energy Retail Rules has the same meaning as in the National Energy Retail Law set out in the Schedule to the *National Energy Retail (South Australia) Act 2011*.

National Electricity Rules has the same meaning as in the National Electricity Law.

Negative Pass Through Amount has the meaning given to that term in clause 4.2(b)(1) of Schedule 3.

Negative Pass Through Event has the meaning given to that term in clause 2(b) of Schedule 3.

NERL Date means the date the National Energy Retail Law comes into operation in New South Wales.

Network Use Of System Charge means a charge levied by a DNSP on a Standard Retail Supplier, for Use Of System Services provided by a network service provider in accordance with a distribution determination (as that term is defined in the National Electricity Law) made by the AER.

New Regulated Retail Tariff means:

- (a) in relation to the 2013/14 Year, a Regulated Retail Tariff that did not exist as at 30 June 2013; and
- (b) in relation to any other Year, a Regulated Retail Tariff that did not exist in the previous Year.

NMI means a National Metering Identifier as defined in the National Electricity Rules.

Ombudsman means the Energy and Water Ombudsman NSW or any other electricity industry ombudsman under an approved electricity industry ombudsman scheme approved under the ESA or the National Energy Retail Law.

Origin Energy means Origin Energy Electricity Limited ACN 071 052 287.

Origin Energy (Endeavour Energy) means Origin Energy in relation to its Supply of electricity to Small Retail Customers under a Standard Form Customer Supply Contract at Premises in the Endeavour Energy Distribution District. A reference to Origin Energy (Endeavour Energy) includes a reference to any person or body that acquires Origin Energy or acquires all or part of the business operated by Origin Energy and Supplies electricity to Small Retail Customers under a Standard Form

Customer Supply Contract at Premises in the Endeavour Energy Distribution District.

Origin Energy (Essential Energy) means Origin Energy in relation to its Supply of electricity to Small Retail Customers under a Standard Form Customer Supply Contract at Premises in the Essential Energy Distribution District. A reference to Origin Energy (Essential Energy) includes a reference to any person or body that acquires Origin Energy or acquires all or part of the business operated by Origin Energy and Supplies electricity to Small Retail Customers under a Standard Form Customer Supply Contract at Premises in the Essential Energy Distribution District.

Pass Through Event means a Regulatory Change Event or a Tax Change Event.

Pass Through Services means services of or in relation to Supplying electricity to Small Retail Customers under a Standard Form Customer Supply Contract.

Positive Pass Through Amount has the meaning given to that term in clause 3.2(b)(1) of Schedule 3.

Positive Pass Through Event has the meaning given to that term in clause 2(a) of Schedule 3.

Premises has the meaning given to that term in the ESA.

Prescribed Rate means;

- (a) before the NERL Date, the prescribed rate for the purposes of section 92 of the ESA; and
- (b) as from the NERL Date, the consumption threshold prescribed for the purposes of section 37B(a) of the National Energy Retail Law.

Regulated Load means the load for all Customers in a Standard Retail Supplier's Supply District.

Regulated Retail Charge means a security deposit, late payment fee or fee for a dishonoured cheque charged in accordance with this determination.

Regulated Retail Tariff means a Tariff for or in relation to the Supply of electricity charged by a Standard Retail Supplier to a Small Retail Customer under a Standard Form Customer Supply Contract, excluding:

- (a) Green Premiums; and
- (b) Regulated Retail Charges,

which may include a number of Components (if offered by the Standard Retail Supplier as a single Tariff).

Regulatory Change Event means:

- (a) a decision made by any Authority;
- (b) the coming into operation of an Applicable Law; or
- (c) an amendment to, or revocation or repeal of, an Applicable Law, on or after the Final Report Release Date that has the effect of substantially varying:
 - (d) the nature, scope, standard or risk of the Pass Through Services; or
 - (e) the manner in which a Standard Retail Supplier is required to undertake any activity, or the nature, scope, standard or risk of any activity that a Standard Retail Supplier is required to undertake, in order to provide the Pass Through Services, including obligations:
 - (1) under any Customer Hardship Program (subject to paragraph (i) below);
 - (2) arising as a consequence of any Last Resort Supply Event;
 - (3) under any Green Energy Scheme; or
 - (4) under the Carbon Pricing Mechanism,

but does not include:

- (f) the making of this determination;
- (g) a Tax Change Event;
- (h) any decision, determination or ruling in relation to Energy Loss Factors; or
- (i) the coming into operation or amendment of any Customer Hardship Program to the extent the Standard Retail Supplier's costs of compliance with obligations imposed under that program are funded by a government or third party.

Relevant Tax means any tax, levy, impost, deduction, charge, rate, duty, fee, withholding or compulsory payment which is levied or imposed under any Applicable Law and is payable by a Standard Retail Supplier, other than:

- (a) income tax and capital gains tax;
- (b) stamp duty;
- (c) AEMO Fees;
- (d) fees payable by a Standard Retail Supplier in respect of a Retail Supplier's Licence;

Schedule 5 Definitions and interpretation

- (e) any tax, levy, impost, deduction, charge, rate, duty, fee, withholding or other compulsory payment under the Carbon Pricing Mechanism;
- (f) any tax, levy, impost, deduction, charge, rate, duty, fee, withholding or other compulsory payment that replaces or is equivalent or similar to any of the taxes, duties, fees or other compulsory payments referred to in paragraphs (a) to (d) above (including any State equivalent tax); or
- (g) penalties, charges, fees and interest on late payments, or deficiencies in payments, relating to any tax, levy, impost, deduction, charge, rate, duty, fee, withholding or other compulsory payment.

Remainder Year t has the meaning given to that term in clause 6.2(a) of Schedule 3.

Retail Supplier's Licence means any licence or similar authorisation that authorises operations in the electricity retail market in New South Wales (including any retail supplier's licence granted under the ESA and any retailer authorisation issued, or taken to be held, under the National Energy Retail Law).

Small Retail Customer means:

- (a) before the NERL Date, small retail customer as that term is defined in the ESA; and
- (b) as from the NERL Date, regulated offer customer as that term is defined in the National Energy Retail Law.

Standard Form Customer Supply Contract means:

- (a) before the NERL Date, standard form customer supply contract as that term is defined in the ESA; and
- (b) as from the NERL Date, regulated offer contract as that term is defined in the National Energy Retail Law.

Standard Retail Supplier means:

- (a) EnergyAustralia; and
- (b) Origin Energy (Endeavour Energy); and
- (c) Origin Energy (Essential Energy).

Supply has the meaning given to that term in the ESA, and includes the sale of electricity.

Supply Address means Premises, having a single NMI, to which a Standard Retail Supplier Supplies electricity.

Supply District means:

- (a) for Energy Australia, the Ausgrid Distribution District;
- (b) for Origin Energy (Endeavour Energy), the Endeavour Energy Distribution District; and
- (c) for Origin Energy (Essential Energy), the Essential Energy Distribution District.

Tariff means, depending on the context:

- (a) a price (or set of prices for different components); and/or
- (b) the set of circumstances in which (including the group of persons to whom) that price (or set of prices) will apply.

Tax Change Event means:

- (a) the imposition of a Relevant Tax;
- (b) the removal of a Relevant Tax; or
- (c) a change in (or a change in the application or official interpretation of) a Relevant Tax or the way in which a Relevant Tax is calculated,

which occurs on or after the Final Report Release Date.

Taxable Supply has the meaning given to it in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Term means the period from:

- (a) the Commencement Date; to
- (b) 30 June 2016 (or such earlier date as may be directed by the Minister for Resources and Energy).

Total Energy Cost Allowance means for a Standard Retail Supplier for a Year or other period:

- (a) the Energy Purchase Cost Allowance;
- (b) the costs of compliance with any Green Energy Scheme;
- (c) the costs of compliance with any obligations imposed under an Applicable Law relating to the reporting of greenhouse gas emissions, energy production or energy consumption; and
- (d) the costs related to physical losses of energy arising during the transporting of energy over transmission systems and Distribution Systems, such physical losses being calculated using Energy Loss Factors as published by AEMO,

for that Year or other period.

Use Of System Services has the meaning given to that term under the National Electricity Rules.

Year means a period of twelve months commencing on 1 July and ending on 30 June in the following calendar year.

2 Interpretation

2.1 General provisions

In this determination:

- (a) headings are for convenience only and do not affect the interpretation of this determination;
- (b) a reference to a schedule, annexure, clause or table is a reference to a schedule or annexure to, clause of, or table in, this determination unless otherwise indicated;
- (c) a construction that would promote the purpose or object expressly or impliedly underlying the ESA is to be preferred to a construction that would not promote that purpose or object;
- (d) words importing the singular include the plural and vice versa;
- (e) a reference to a law or statute includes regulations, rules, codes and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (f) where provisions of legislation referred to in this determination are renumbered, a reference to a legislative provision extends to the corresponding re-numbered provision of the legislation;
- (g) where a word is defined, other grammatical forms of that word have a corresponding meaning;
- (h) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation), replacements and assigns; and
- (i) a reference to a body, whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2.2 Explanatory notes and clarification notice

- (a) Explanatory notes do not form part of this determination, but in the case of uncertainty may be relied on for interpretation purposes.

- (b) IPART may publish a clarification notice in the NSW Government Gazette to correct any manifest error in this determination as if that clarification notice formed part of this determination.

2.3 Prices exclusive of GST

Unless otherwise indicated, prices or charges specified in this determination do not include GST. A Standard Retail Supplier may charge Customers an additional amount equal to the GST payable by the Standard Retail Supplier in respect of any Taxable Supply to which the amounts relate.

PRIVATE ADVERTISEMENTS

COUNCIL NOTICES

AUBURN CITY COUNCIL

Pesticide Use Notification Plan

ON 1st May 2013, Council adopted a Pesticide Use Notification Plan in accordance with the requirements of Pesticides Regulation 2009. This Plan applies to Council's use of Pesticides in public places throughout the Auburn City Local Government Area. A copy of the Plan is freely available for viewing its Civic Precinct Centre, 1 Susan Street, Auburn as well its website www.auburn.nsw.gov.au. GENERAL MANAGER, Auburn City Council, PO Box 118, Auburn NSW 1835. [7061]

BLAYNEY SHIRE COUNCIL

Roads Act 1993

Notice of Dedication of Land as Public Road at Panuara in the Blayney Shire Council Area

BLAYNEY SHIRE COUNCIL hereby dedicates the land described in the Schedule below as public road, in accordance with section 10 of the Roads Act 1993. Authorised by resolution of Council dated 17 June 2013. G. A. WILCOX, General Manager, Blayney Shire Council, 91 Adelaide Street, Blayney NSW 2799.

SCHEDULE

All that piece or parcel of land situated in the Blayney Shire Council area, Parish of Clarendon, County of Bathurst, shown as:

Lot 9, Deposited Plan 211387, being land situated at Four Mile Creek Road, Panuara.

Lot 11, Deposited Plan 211388, being land situated at Four Mile Creek Road, Panuara. [7062]

DUBBO CITY COUNCIL

Roads Act 1993, Section 162

Naming of Roads

NOTICE is hereby given that Dubbo City Council, in pursuance of section 162 of the Roads Act 1993, resolved to name the roads hereunder:

<i>Description</i>	<i>Road Name</i>
New road constructed in Development Application 2012-407 (nearest crossroads Lilydale Terrace and Lady Barron Circle), Delroy Park West Estate, Dubbo.	Sherrard Crescent.

No objections to the proposed new names were received within the prescribed period of time. MARK RILEY, General Manager, Dubbo City Council, PO Box 81, Dubbo NSW 2830. [7063]

DUBBO CITY COUNCIL

Roads Act 1993, Section 162

Naming of Roads

NOTICE is hereby given that Dubbo City Council, in pursuance of section 162 of the Roads Act 1993, resolved to name the roads in Schedule hereunder:

Description:

Roads in Stages 3 and 4 of Southlakes Estate, Dubbo.

Road Names:

Alexandrina Avenue, Fountain Court, Aquarius Court, Venetian Crescent, Amadeus Avenue, Spring Court, Brook Court, Eddy Court, Argyle Avenue, Cowal Court, Waterfall Crescent, Riparian Court, Alluvial Court and Gilgai Court.

No objections to the proposed new names were received within the prescribed period of time. MARK RILEY, General Manager, Dubbo City Council, PO Box 81, Dubbo NSW 2830. [7064]

EUROBODALLA SHIRE COUNCIL

Roads Act 1993, Section 10

Dedication of Land as Public Road (Ref No. 06.0469.E)

NOTICE is hereby given that pursuant to section 10 of the Roads Act 1993, Eurobodalla Shire Council hereby dedicates the land described in the Schedule below as public road. Dr CATHERINE DALE, General Manager, Eurobodalla Shire Council, PO Box 99, Moruya NSW 2537.

SCHEDULE

Lot 1, DP 1175983, Parish Tomaga, County St Vincent.

Lot 2, DP 1175983, Parish Tomaga, County St Vincent. [7065]

PARKES SHIRE COUNCIL

Roads Act 1993, Section 162.1

Naming of Public Roads

Yuwambi Close

NOTICE is hereby given that in accordance with section 162.1 of the Roads Act 1993, as amended, Parkes Shire Council have named the road shown hereunder:

<i>Location</i>	<i>Name</i>
Unnamed close off Coronation Avenue, Parkes (in DA 10002, subdivision of 25-27 Coronation Avenue, Parkes).	Yuwambi Close.

No objections to the proposed name was received within the prescribed period of time. K. BOYD, General Manager, Parkes Shire Council, PO Box 337, Parkes NSW 2870. [7066]

WAGGA WAGGA CITY COUNCIL

Roads Act 1993, Section 162

Roads (General) Regulation 2008

Naming of Roads

NOTICE is hereby given that Wagga Wagga City Council, pursuant to the aforementioned Act and Regulation, has named the roads described hereunder:

Road name for future road to be constructed running north south between Yabtree Street and Yathong Street as part of the Hospital Redevelopment as 'Peck Street'.

Road name change from 'Malebo Lane' to 'Hillview Lane'. The road in question runs in an east-west direction off the western end of River Road.

Road naming 'Cullinga Park Lane' running in a south westerly direction off the Tarcutta Bypass northern entrance ramp and 'Gundala Lane' running north off the proposed 'Cullinga Park Lane'.

PHIL PINYON, General Manager, Wagga Wagga City Council, 243 Baylis Street (PO Box 20), Wagga Wagga NSW 2650. [7067]

WOLLONGONG CITY COUNCIL

Roads Act 1993, Section 10

Dedication of Land as Public Road

PURSUANT to section 10 of the Roads Act 1993, Wollongong City Council hereby dedicates the land in the Schedule below as public road. D. FARMER, General Manager, Wollongong City Council, Locked Bag 8821, Wollongong DC NSW 2500.

SCHEDULE

Lot 1, DP 1180652, West Dapto Road, Kembla Grange. [7068]

COMPANY NOTICES

NOTICE of Members' Voluntary Liquidation.—In the matter of the Corporations Law and in the matter of COOKE COLLINS ADVERTISING PTY LIMITED, ACN 002 961 622 (In Liquidation).—At an extraordinary general meeting of members of Cooke Collins Advertising Pty Limited duly convened and held at 120 Midson Road, Epping NSW 2121, on 20th May 2013, it was resolved that the company be wound up by Members' Voluntary Liquidation and that Michael Eric Collins of 120 Midson Road, Epping NSW 2121, be appointed Liquidator of the Company. Dated this 20th May 2013. MICHAEL ERIC COLLINS, Liquidator, c.o. MacDonald Honour & Co., Chartered Accountants, Suite 7, 1A Greengate Road, Killara NSW 2071 (PO Box 124, Roseville NSW 2069), tel.: (02) 9498 7511. [7069]

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