



Australian Capital
Territory

GAZETTE

A.C.T. No. 4, 29 January 1992

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GENERAL INFORMATION

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ISSUES OF THE ACT GOVERNMENT GAZETTE

An *ACT Gazette* will be published on Wednesday each week (if required). Notices included in the Gazette are Government Business, Periodic, Purchasing and Disposal, and Australian Capital Territory Teaching Service (Australian Public Service notices for the ACT Public Service staff will continue to appear in the *Commonwealth of Australia Gazette*).

Issues are sold at \$2.25 each.

An *ACT Gazette* (Special) will be published when required.

Index issues of the ACT Gazette are published yearly.

NOTICES FOR PUBLICATION and related correspondence should be addressed to:

ACT Gazette Officer
Public Affairs Branch
ACT Government Service
PO Box 921
Civic Square ACT 2608

Phone: (06) 205 0484

or lodged at Public Affairs Branch, Level 3, ACT Administration Centre, Constitution Avenue, Canberra City. Notices are accepted for publication in the next available issue, unless otherwise specified.

Except where a standard form is used, all notices for publication must have a covering instruction setting out requirements. A typewritten original is to be provided. Copy is to be confined to one side of the paper and sheets are to be of uniform size (A4). Contracts Arranged notices are to be issued on the forms provided for this purpose. All other copy is to be confined within the margins of: 20mm from the top and bottom and 25mm from left and right hand sides of the page. Copy is to be numbered consecutively and fastened securely together. Dates, proper names and signatures are to be shown clearly.

Copy will be returned unpublished if not submitted in accordance with these requirements.
(Note: Fax copies will not be accepted).

CLOSING TIME. Notices for publication should be lodged at Public Affairs Branch, ACT Administration Centre, unless otherwise specified, by 4.30 p.m., Wednesday in the week prior to publication.

GENERAL INFORMATION Continued

PRIVATE NOTICES. The rates of charge and conditions applying to acceptance of copy for private notices are as follows:

- (a) minimum charge up to 125 words \$66.00
- (b) each 25 words (or part thereof) thereafter \$14.00

Remittances must be forwarded with a copy of the notice for publication. Notices received without payment will be returned unpublished.

ALL REMITTANCES, in respect of private notices, should be made payable to the ACT Gazette Office.

SUBSCRIPTIONS are payable in advance and are accepted for a maximum period of one year. All subscriptions are on a firm basis and refunds for cancellations will not be given.

The regular (weekly) issue of the *ACT Gazette* is available on subscription at the rate of \$161.00 per year. This rate includes supply of Special issues published in the previous week, packaging and postage in Australia.

AVAILABILITY. The *ACT Gazette* is available by subscription from:

ACT Gazette Office
Level 3
ACT Administration Centre
1 Constitution Avenue
CANBERRA CITY ACT 2601

(Cheques should be made out to ACT Gazette Office)

or over the counter at the

Shopfront
Ground Floor
Saratton Building
East Row
CANBERRA ACT

Phone: (06) 207 5128

and Shopfront
Homeworld
TUGGERANONG ACT

Phone: (06) 293 5371

ISSUE OF ACT SPECIAL GAZETTES

The following issues of the *ACT Special Gazettes* have been published in 1992.

Copies may be purchased at the ACT Shopfronts or by mail from the ACT Gazette Office (address given above).

GENERAL INFORMATION Continued

Gazette number	Date of publication	Title
S1	06 January	Notice of Commencement – <i>Superannuation (Legislative Assembly Members) Act 1991</i>
S2	08 January	Regulations No. 35 & 36 of 1991 – Magistrates Court (Civil Jurisdiction) Regulations (Amendment) – Guardianship and Management of Property Regulations
S3	15 January	Regulations No's 37 and 38 of 1991 – Workers' Compensation Rules (Amendment) Regulations – Workers' Compensation Regulations (Amendment) Passage of Laws by Legislative Assembly – <i>Administrative Decisions (Juridical Review) (Amendment) Act 1991</i> – <i>Heritage Objects Act 1991</i> – <i>Land (Planning and Environment) Act 1991</i> – <i>Land (Planning and Environment) (Consequential Provisions) Act 1991</i> – <i>Workers' Compensation (Consequential Amendment) Act 1991</i> – <i>Workers' Compensation (Amendment) Act 1991</i>
S4	06 January	Notice – Justices of Peace (A.C.T.)
S5	13 January	Determination No. 114 of 1991 – <i>Motor Traffic Act 1936</i>
S6	20 January	Notice of Commencement – <i>Discrimination Act 1991</i>
S7	17 January	Determination No. 1 of 1992 – <i>Taxation (Administration) Act 1987</i>
S8	17 January	Designation – <i>Casino Control Act 1988</i>
S9	22 January	Notice of Commencement – <i>Workers' Compensation (Amendment) Act 1991</i>
S10	22 January	Appointment – <i>Cemeteries Act 1933</i>
S11	23 January	Notice of Commencement – <i>Stamp Duties and Taxes (Amendment) Act 1991</i> Declaration of Exempt Wholesale Licences – <i>Liquor Tax Act 1991</i> Determination No. 2 of 1992 – <i>Taxation (Administration) Act 1987</i>
S12	24 January	Notice of Commencement – <i>Ozone Protection Act 1991</i>
S13	24 January	Notice of Commencement – <i>National Crime Authority (Territory Provisions) Act 1991</i>
S14	28 January	Treasurer's Quarterly Financial Statement – (Period 1 July to 30 September 1991)

GOVERNMENT NOTICES

AGREEMENT BETWEEN THE COMMONWEALTH OF AUSTRALIA
AND THE AUSTRALIAN CAPITAL TERRITORY CONCERNING
THE ADMINISTRATION OF THE AUSTRALIAN CAPITAL
TERRITORY HUMAN RIGHTS OFFICE

THIS AGREEMENT is made the *20th* day of *December* 1991

BETWEEN:

THE COMMONWEALTH OF AUSTRALIA (in this Agreement called
"the Commonwealth")

GOVERNMENT NOTICES Continued

AND:

THE AUSTRALIAN CAPITAL TERRITORY (in this Agreement called "the ACT")

WHEREAS:

- A. The Commonwealth has established the Human Rights and Equal Opportunity Commission to perform certain functions including the investigation and conciliation of complaints of discrimination as prescribed under the Sex Discrimination Act 1984, the Racial Discrimination Act 1975 and the Human Rights and Equal Opportunity Commission Act 1986;
- B. The ACT is establishing the ACT Human Rights Office to administer the Discrimination Act 1991, having certain functions including the investigation and conciliation of complaints of discrimination as prescribed under the Discrimination Act 1991;



GOVERNMENT NOTICES Continued

- C. Pursuant to section 16(1)(c) of the Human Rights and Equal Opportunity Commission Act 1986, and section 124 of the ACT Discrimination Act 1991 the parties wish to enter into an arrangement whereby the Human Rights and Equal Opportunity Commission will undertake certain functions, on behalf of the ACT under the ACT Discrimination Act; and
- D. In consideration of the Commonwealth undertaking the functions as specified in paragraph C, the ACT will contribute certain sums.

IT IS AGREED AS FOLLOWS:

1. Interpretation

- 1.1 In this Agreement unless the context otherwise requires or the contrary intention appears:

"ACT" means the Australian Capital Territory, a body politic established pursuant to Section 7 of the Self Government Act 1988 (Cmth);

"ACT Act" means the Discrimination Act 1991;

"ACT DC" means the ACT Discrimination Commissioner appointed under the Discrimination Act 1991;

"Agreement" means this document together with any Annexures hereto;



GOVERNMENT NOTICES Continued

"Attorney-General" means the Attorney-General for the Australian Capital Territory or such other Minister as shall have the responsibility for the matters to which this Agreement relates;

"Office of Community Advocate" means the Office established to administer the ACT Community Advocate Act 1991;

"Commonwealth Acts" means the Sex Discrimination Act 1984, the Racial Discrimination Act 1975 and the Human Rights and Equal Opportunity Commission Act 1986;

"HREOC" means the Human Rights and Equal Opportunity Commission established under section 7 of the Human Rights and Equal Opportunity Commission Act 1986;

"Human Rights Office" means an office established pursuant to this Agreement for the administration of the functions of the ACT DC and HREOC; and

"Promotional Material" includes all print and electronic literature, publications, letterhead, forms, notices and signs used by HREOC to promote the services provided by HREOC under the Commonwealth Acts or the ACT Act.



GOVERNMENT NOTICES Continued

1.2 In this Agreement, unless the context otherwise requires or a contrary intention appears:-

- (a) a reference to a person includes a reference to corporations and other entities recognised by law; and
- (b) the singular includes the plural and vice versa.

1.3 The headings to the clauses herein have been inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

1.4 In the case of any inconsistency between the Annexures and a clause contained in this document, the provisions of the clause shall prevail to the extent of any inconsistency.

2. Objectives

2.1 The objectives of the arrangement provided for under this Agreement are:-

- (a) to provide one point of contact for advice and for the handling of complaints under both the Commonwealth Acts and the ACT Act;
- (b) to facilitate the efficient and economic handling of complaints by ensuring that available remedies are used in an effective and co-ordinated way;

GOVERNMENT NOTICES Continued

(c) to make the experience and expertise of the Commonwealth and the ACT instrumentalities mutually available; and

(d) to promote the activities of the Human Rights Office administering the Commonwealth Acts and the ACT Act.

2.2 The Commonwealth agrees that it is responsible for the performance by HREOC of the terms and conditions of this Agreement, and agrees to make every endeavour to ensure that HREOC complies with the terms and conditions of this Agreement.

3. Term

3.1 This Agreement shall commence on the date of execution of this Agreement and continue for a term of 5 years from that date, unless sooner terminated pursuant to the terms of this Agreement.

4. Functions to be Performed by HREOC

4.1 HREOC is authorised to perform the functions of the ACT DC in respect of:

(a) the provision to members of the public of information and advice on the ACT Act;

GOVERNMENT NOTICES Continued

(b) the receipt, investigation and conciliation where appropriate of complaints lodged under the ACT Act; and

(c) assisting in the other functions of the ACT DC under the ACT Act.

4.2 A person shall be selected and appointed by the ACT Executive to the position of ACT DC after consultation with the Commonwealth.

4.3 The ACT shall -

(a) arrange and subject to the approval of the Commonwealth secure suitable premises for the location of the Human Rights Office which shall be collocated with the Office of Community Advocate; and

(b) arrange for appropriate venues for hearings which are conducted by the ACT DC.

4.4 HREOC shall arrange for sufficient staffing for the Human Rights Office established pursuant to this Agreement in order that HREOC may perform the functions required of it under this Agreement and in particular shall comply with the requirements specified in Annexure A.



GOVERNMENT NOTICES Continued

5. Procedure

5.1 HREOC shall perform the functions of the ACT DC in relation to the handling of complaints as specified in the ACT Act.

5.2 Subject to any legislation to the contrary, HREOC shall promptly notify the Attorney-General of the receipt of any complaint where:-

(a) the outcome of the complaint is likely to require changes in any aspect of the operations of the administration of any Department or Agency of the ACT or to legislation;

(b) a significant point of ACT law is involved;

(c) an issue relating to the policies of the ACT is raised; or

(d) the operations of any Department or Agency of the ACT is involved.


5.3 Subject to the any legislation to the contrary, HREOC shall promptly advise the Attorney-General where there is a possibility of controversy or public sensitivity in relation to any complaint made under the ACT Act.

5.4 Where HREOC requires advice of a legal or policy nature concerning the ACT Act HREOC shall refer the matter to the Attorney-General.

GOVERNMENT NOTICES Continued

- 5.5 Subject to the confidentiality requirements of the ACT Act and the Commonwealth Acts the ACT may have observers at HREOC's management meetings held in respect of the Human Rights Office, and for this purpose HREOC shall notify the Attorney-General not less than two working days in advance of the time and venue for each internal management meeting.

6. **Promotional Material**

- 6.1 The Commonwealth shall use its best endeavours to ensure that the public is informed that HREOC acts on behalf of the ACT in relation to the functions specified in clause 4, and shall generally promote the ACT DC's programs, projects and activities.
- 6.2 Unless otherwise agreed in writing no Promotional Material (other than material associated with the Privacy Act 1988) shall be used by HREOC in the ACT which does not identify the Human Rights Office as administering functions under both the Commonwealth Acts and the ACT Act.
- 6.3 All Promotional Material shall contain the logo, and shall be produced in the format, agreed upon by the parties.
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GOVERNMENT NOTICES Continued

7. Reporting

7.1 HREOC shall in respect of the operation of the Human Rights Office provide the Attorney-General with:-

- (a) a monthly report from the Human Rights Office containing at least the information specified in Annexure B;
- (b) a quarterly report from the Human Rights Office within 14 days of the end of each quarter, the first quarter ending on 31 March 1992 containing at least the information specified in Annexure B;
- (c) an annual operational plan and a three yearly corporate plan in a form approved by the Attorney-General;
- (d) a copy of HREOC's draft annual report within two months of the end of the financial year, and three copies of the final report promptly upon it being available for tabling; and
- (e) an authorised financial statement of expenditure of the Human Rights Office in respect of both the administration of the ACT Act and the Commonwealth Acts promptly after the end of the financial year.

7.2 The draft annual report referred to in subclause 1(d) shall contain a separate division exclusively reporting in relation to

GOVERNMENT NOTICES Continued

the performance by HREOC of the functions of the ACT DC under this Agreement.

7.3 The division of the annual report referred to in subclause 7.2 shall accurately reflect the position of the Human Rights Office and accord with any ACT legislation or ACT Government policy direction as to the manner in which annual reports are to be presented.

7.4 For the purposes of statistical reporting in respect of the operation of the Human Rights Office:-

(a) only matters which are accepted as complaints under the ACT Act are to be recorded as such and matters which are found to fall outside the jurisdiction of the ACT Act are to be recorded separately; and

(b) no complaint shall be accepted and registered as a complaint under both the ACT Act and the Commonwealth Acts.

7.5 The Attorney-General shall table the whole of the annual report provided by HREOC in the ACT Legislative Assembly. HREOC shall provide to the Attorney-General upon request and at no cost 200 copies of the whole annual report for use at the Attorney-General's discretion and such further copies as the Attorney-General may require for tabling and parliamentary requirements.



GOVERNMENT NOTICES Continued**8. Recurrent Funding**

8.1 The estimated full year cost of the Human Rights Office for 1991-92 is \$251,000.00 as set out in Annexure E. The ACT will make a 50% pro rata payment for 1991-92 calculated from the date of signing this Agreement.

8.2 Subject to this clause the amount payable by the ACT in each subsequent year in the term of the Agreement, shall be calculated in accordance with the formula specified in Annexure C, and shall be paid to the Commonwealth quarterly in advance.

8.3 An amount to cover the annual additional costs associated with hearings under the ACT Act will be negotiated between the Commonwealth and the ACT prior to the beginning of the 1992-93 financial year. This amount will be added to the amount payable by the ACT under subclause 2.

8.4 Funding to be provided by the ACT in each financial year of the term of this Agreement shall -

- (a) unless otherwise agreed exclude any and all expenditure associated with inquiries held by HREOC under Part III Division 3 of the Racial Discrimination Act 1975, Part III Division 3 of the Sex Discrimination Act 1984 and under sub section 11(1) of the Human Rights and Equal Opportunity Commission Act 1986; and



GOVERNMENT NOTICES Continued

- (b) exclude all expenditure associated with the conduct of hearings under the Commonwealth Acts.

8.5 In the event that the amount paid by the ACT in any financial year -

- (a) exceeds the amount specified in subclause 2; or
- (b) the amount paid by the ACT pursuant to subclause 2 is not fully expended by HREOC on costs associated with the performance of the obligations under this Agreement,

a reduction corresponding to the excess amount paid shall be made to the amount payable by the ACT in the following financial year. Where there will be no following year the excess amount paid shall be refunded by the Commonwealth to the ACT.

8.6 The Commonwealth agrees that its contribution to the funding of the Human Rights Office shall also be adjusted each year during the term of the Agreement in accordance with the formula specified in Annexure C.



GOVERNMENT NOTICES Continued

9. Establishment and Other Costs

9.1 The Commonwealth shall make a one off payment to the ACT for part of the costs incurred in the fitout and establishment of the Human Rights Office and associated Commonwealth offices collocated with it in the GIO Building. The capital costs of fitout and establishment for those offices in North Building will be paid by the ACT.

9.2 The Commonwealth shall be responsible for 100% of the costs of any of its functions other than those performed by HREOC under this Agreement.

9.3 HREOC and the ACT agree to collocate the Office of Community Advocate with the Human Rights Office.

9.4 Except as provided in this Agreement, the ACT shall not be liable for the payment of any further costs, expenses or charges in relation to or in connection with the performance by HREOC of the functions and duties specified in this Agreement.

9.5 In the event that there is an extra-ordinary increase in any costs associated with the operation of the Human Rights Office or any additional costs arise of a one-off nature, which are not accounted for in the calculation of any monies payable by the ACT under this Agreement (which costs could include rent and employee costs), the Commonwealth may notify the ACT of the nature and extent of the increase in costs, and the

GOVERNMENT NOTICES Continued

ACT will consider increasing the funding payable under this Agreement.

10. Extension of Services

- 10.1 Should the ACT amend or enact legislation requiring any variation of services provided by HREOC on behalf of the ACT any variation of services will not be undertaken without further negotiation and any necessary adjustment of funding.

11. Consultation and Co-operation

- 11.1 Each party agrees to consult with the other party on matters of mutual interest and concern.
- 11.2 HREOC agrees to permit an officer of the ACT Government Service to work in association with HREOC in the performance of the provisions of this Agreement, in order that the officer may become familiar with the procedures associated with the administration of the ACT Act. An officer in such a position shall observe the confidentiality requirements of HREOC and any Commonwealth legislation in relation to information obtained in the course of the officer's work with HREOC.

12. Conflict of Interest

- 12.1 Consistent with the provisions of this Agreement, it shall be part of the functions of the Human Rights Office to promote in

GOVERNMENT NOTICES Continued

the ACT the objects of both the ACT Act and the Commonwealth Acts.

- 12.2 In the event of a conflict of interest arising in the performance of the Human Rights Office functions, HREOC shall immediately inform the Attorney-General of the fact and those parties shall convene a meeting with a view to resolving the issue.

13. **Dispute Resolution**

- 13.1 Where either party to this Agreement considers that there is a dispute over the terms and conditions or operation of this Agreement, that party may give notice to the other party specifying the nature of the matter in dispute.

- 13.2 Upon notice being given in accordance with this clause, the Attorneys-General for the ACT and the Commonwealth or their duly authorised delegates will meet to discuss the matter and endeavour to resolve the dispute.

14. **Termination**

- 14.1 Either party may terminate this Agreement at any time by giving notice in writing to the other party of not less than twelve months from the date on which notice is given.

- 14.2 If this Agreement is terminated by either party under this clause and the other party is affected by the termination then

GOVERNMENT NOTICES Continued

the terminating party will pay to the other party such sum of money as both parties agree upon as adequate compensation for the other party.

14.3 Upon termination by either party of this Agreement HREOC shall take all reasonable steps to facilitate an efficient transfer to the ACT of the functions undertaken by HREOC under this Agreement, and in particular HREOC shall -

- (a) promptly provide on request by the ACT all documentation in its possession which is necessary to allow the ACT to immediately take over outstanding complaints made to HREOC under the ACT Act;
- (b) train officers nominated by the ACT in the procedures associated with the administration of the ACT Act; and
- (c) negotiate in good faith for the transfer of such staff, materials and premises to the ACT as are necessary to enable the ACT to resume the administration of the ACT Act.

15. Employees

15.1 No personnel assigned by HREOC to perform any of the functions associated with the administration of the ACT Act under this Agreement shall be or become employees of the ACT unless they are on temporary transfer from the ACT to HREOC.



GOVERNMENT NOTICES Continued

15.2 The Commonwealth shall be responsible for effecting all insurances and for all other such action required of an employer in relation to personnel assigned by HREOC to perform functions associated with the administration of the ACT Act under this Agreement.

16. **Governing Law**

16.1 This Agreement will be governed by and construed according to the laws of the ACT.

17. **Justiciability**

17.1 It is expressly agreed that it is intended by this Agreement to create a legally binding relationship between the parties.

18. **Waiver**

18.1 No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party.

19. **Variation of Agreement**

19.1 This Agreement may be varied at any time by an agreement in writing executed by both parties.

19.2 It shall be sufficient evidence of an agreement to vary an Annexure to this Agreement, if the Attorneys-General for the

GOVERNMENT NOTICES Continued

ACT and the Commonwealth execute and date a document purporting to be a substitute Annexure.

20. Severability

20.1 In the event that any or any part of the terms or conditions of this Agreement shall be determined as being invalid unlawful or unenforceable wholly or to any lesser extent, such term or condition to the extent that it is invalid unlawful or unenforceable shall be severed from the remaining terms and conditions and the remaining terms and conditions shall continue to be valid and enforceable to the fullest extent permitted by law.

21. Notices

21.1 Notices under this Agreement may be delivered by hand, by registered mail, by telex or by facsimile to the addresses specified in Annexure D.

21.2 Notice will be deemed to be given:-

(a) two (2) days after deposit in the mail with postage prepaid;

(b) when delivered by hand; or



GOVERNMENT NOTICES Continued

- (c) if sent by facsimile transmission, upon an apparently successful transmission being noted by the sender's facsimile machine,

as the case may be.

IN WITNESS WHEREOF this Agreement is executed

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA
this 21st day of December 1991
by MICHAEL DUFFY Attorney-General
of the Commonwealth of Australia
in the presence of:

David Williams

Michael Duffy

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
this 19th day of December 1991
by TERENCE CONNOLLY Attorney General
of the Australian Capital Territory
in the presence of:

J Baker

Terence Connolly

GOVERNMENT NOTICES Continued

ANNEXURE A

STAFF

1. The ACT Executive shall appoint the ACT Discrimination Commissioner after consultation with the Commonwealth.
2. Staff will be employed by HREOC in the Human Rights Office. Permanent staff levels should be reviewed annually and jointly agreed.

GOVERNMENT NOTICES Continued

ANNEXURE B

REPORTING REQUIREMENTS

Monthly Report [Clause 7.1(a)]

The monthly report to be prepared by the Human Rights Office shall contain information, including statistics relating to written enquiries and complaints on hand at the commencement of the month, those received during the month and those closed (including information as to the outcome of the complaint) during the month under both the ACT Act and the Commonwealth Acts.

Quarterly Report [Clause 7.1.(b)]

Unless otherwise agreed by the ACT, the quarterly report to be prepared by HREOC shall contain information, including statistics concerning the administration of complaints under both the ACT Act and the Commonwealth Acts including:-

- (a) all information provided by the Human Rights Office to HREOC's head office;
- (b) all reports and information relevant to the Human Rights Office or the ACT Act provided by HREOC to the Commonwealth Attorney-General;

GOVERNMENT NOTICES Continued

- (c) details of the amount of time that elapses from the date of receipt of complaints to the finalisation of matters;
- (d) finance reports in respect of the Human Rights Office detailing the total operating cost of the office; and
- (e) such other information requested by the ACT and agreed upon by the Commonwealth.

GOVERNMENT NOTICES Continued**ANNEXURE C****FUNDING FORMULAE****ACT Funding Formula**

$$B + (B \times Y) + A_n + (A_n \times Y_n) - Z = C$$

Where

B = the full year cost of the amount contributed by the ACT for the first year of the term of the Agreement.

Y = the percentage increase in the Consumer Price Index (Canberra) All Groups issued by the Australian Bureau of Statistics between the date of commencement of this Agreement and the June quarter immediately preceding the relevant financial year of the term of the Agreement.

A_n = any budgetary enhancement for operational activity as determined by the ACT where 'n' is the relevant financial year of the budgetary enhancement.

Y_n = the percentage increase in the Consumer Price Index (Canberra) All Groups issued by the Australian Bureau of Statistics between the June quarter immediately preceding the financial year of the budgetary

GOVERNMENT NOTICES Continued

enhancement and the June quarter immediately preceding the relevant financial year of the term of the Agreement and where 'n' is the relevant financial year of the budgetary enhancement.

Z = the Territory Budgetary Savings to the ACT Public Sector as determined by the ACT.

C = the amount of funding to be provided by the ACT for the relevant financial year of the term of the Agreement.

GOVERNMENT NOTICES Continued**Commonwealth Funding Formula**

$$B + (B \times Y) + A_n + (A_n \times Y_n) - Z = C$$

Where

B = the full year cost of the amount contributed by the Commonwealth for the first year of the term of the Agreement.

Y = the percentage increase in the Consumer Price Index (Canberra) All Groups issued by the Australian Bureau of Statistics between the date of commencement of this Agreement and the June quarter immediately preceding the relevant financial year of the term of the Agreement.

A_n = any budgetary enhancement for operational activity, as determined by the Commonwealth where 'n' is the relevant financial year of the budgetary enhancement.

Y_n = the percentage increase in the Consumer Price Index (Canberra) All Groups issued by the Australian Bureau of Statistics between the June quarter immediately preceding the financial year of the budgetary enhancement and the June quarter immediately preceding the relevant financial year of the term of the Agreement and where 'n' is the relevant financial year of the budgetary enhancement.

GOVERNMENT NOTICES Continued

Z = the Commonwealth Efficiency Dividend to the Commonwealth Public Sector as determined by the Commonwealth Department of Finance.

C = the amount of funding to be provided by the Commonwealth for the relevant financial year of the term of the Agreement.

GOVERNMENT NOTICES Continued

ANNEXURE D

NOTICES

The address for service of the ACT is:

The Secretary
Attorney-General's Department
GPO Box 158
CANBERRA ACT 2601

Facsimile Number: 2744357

Contact Person: Mr C. Hunt

Telephone Number: 2744301

The address for service of the Commonwealth is:

The Secretary
The Human Rights and Equal Opportunity Commission
American Express Building
388 George Street
SYDNEY NSW 2000

GPO Box 5218
SYDNEY NSW 2001

Facsimile Number: (02) 229 7611

Contact Person: The Secretary

Telephone Number: (02) 229 7605

GOVERNMENT NOTICES Continued**ANNEXURE E****FULL YEAR COST OF THE OFFICE FOR 1991-92**

Salaries	\$ 130,800.00
Salary - on - costs (12%)	\$ 15,696.00
Administrative/operational expenses*	\$ 64,092.00
Rent	\$ 28,056.00
Car parking space	\$ 2,000.00
Car leasing	\$ 5,214.00
Commissioner's Travel	\$ <u>5,000.00</u>
	\$ 250,858.00
TOTAL (rounded)	\$ <u>251,000.00</u>

*Administrative/operational expenses are calculated as 49% of salary costs. This amount includes provision for travel, post, telephone, office equipment and stores, furniture and fittings, computer services, fuel, light, power, consultants, Comcare premia, superannuation and incidental expenses. This amount also includes provision for partial reimbursement to HREOC of monies expended at the head office of HREOC in Sydney for the benefit of the ACT to a maximum of 3% of the total operating budget of the Human Rights Office.

GOVERNMENT NOTICES Continued

AUSTRALIAN CAPITAL TERRITORY

REMAND CENTRES ACT 1976

DECLARATION OF TEMPORARY REMAND CENTRE

Under section 5(1) of the Remand Centres Act 1976, the Administrator appointed under the ACT has informed me -

- (a) that the number of detainees in the remand centre declared by instrument published, pursuant to section 4 of the Act, in the Gazette No. S169 of 27 September 1976 is likely to be greater than the number that can be held conveniently in the centre; and
- (b) that it is not convenient to transfer some detainees to another institution within or outside the Territory.

Therefore, under section 5(3) of the ACT I DECLARE the area of land on which is located that portion of the Belconnen Police Station known as Cells 1, 2, 3, 4, 5 and 6, and the washroom and exercise yard (male) as applicable and, Cells 7 and 8 and the washroom and exercise yard (female) as applicable, being part of section 23 Belconnen to be a temporary remand centre for the period of 12 months commencing on the date that this instrument is published in the Gazette.

Date 20 January 1992



Peter Chivers
the person for the time being
holding or performing the duties
of Senior Officer Grade 'B', Position
No. 8231, delegate of the Minister of
Housing and Community Services

GOVERNMENT NOTICES Continued

**VILLAGE CREEK OPEN SPACE, KAMBAH
PUBLIC RELEASE OF DRAFT MANAGEMENT PLAN**

The ACT Government through the ACT Parks and Conservation Service invite public comment on the Draft Management Plan for Village Creek Open Space, Kambah.

Copies of the draft plan are available from the Civic and Tuggeranong shop-fronts, the Civic and Tuggeranong libraries or from:

The Conservator of Wildlife
The Village Creek Open Space Project
ACT Parks and Conservation Service
PO Box 1119
Tuggeranong ACT 2901

Written comments on the draft plan may be sent to the address shown above. Copies of the plan are available free of charge.

The closing date for comments is 18 March 1992.

G J Fraser
Conservator of Wildlife

PURCHASING AND DISPOSALS

Categories used in this Gazette

Set out below are the categories used in this publication. Examples of goods and services in each category are given to guide users of the gazette.

PRIMARY SECTOR

Agricultural Produce, Un-processed (01)

Animals, fruits, vegetables, cereal grains

Services to Agriculture (02)

Sheep shearing, aerial spraying, plant quarantine; wool classing

Forestry and Logging Products, Un-Processed and Forestry Services (03)

Logging, tree-felling, timber railway sleepers; afforestation

Fishing and Hunting or Trapping Produce, Un-Processed (04)

Mining Produce (05)

Metallic minerals; coal, oil, gas; sand, gravel, stone

Services to Mining (06)

Prospecting, exploration and drilling for oil, gas and minerals.

MANUFACTURING SECTOR

Food Beverages and Tobacco, Manufactured (07)

Meat processing and products; milk products; processed fruit and vegetable products, breads, cakes, biscuits; sugar, confectionary; beer, wine, spirits; processed sea products, e.g. fish, shellfish, seaweed

Textiles, Clothing and Footwear (08)

Food (Prepared), Wood Products and Furniture (Except Sheet Metal) and Mattresses (Except Rubber) (09)

Paper, Paper Products, Printing and Publishing (10)

Chemicals, Petroleum and Coal Products Refined or manufactured (11)

Adhesives; ammunition; cosmetics; fireworks; soaps; rubber; pesticides; paint; petrol

Non-Metallic Mineral Products, Manufactured (12)

Glass, clay and ceramic products; cement, concrete, plaster and stone products

Basic Metal Products, Manufactured (13)

Iron and steel sheets; rail fastening; chains; steel castings; pipe fittings; refined and smeltered products; rolled, drawn and extruded metal products

PURCHASING AND DISPOSALS Continued

Fabricated Metal Products (14)

Hand tools; carports; fly screen doors; metal sheds; cans; sheet metal furniture; cutlery; springs; bolts

Transport Equipment (15)

Motor vehicles and parts (not tyres, see Code 20); trailers; caravans; aircraft; rockets; ships; railway stock; bicycles; wheelbarrows

Photographic, Professional and Scientific Equipment (16)

Photocopy and facsimile machines; cameras; aircraft instruments; telescopes; microscopes; surgical equipment; laboratory equipment

Electrical Equipment and Hardware, Household Appliances (17)

Computer software (off-the-shelf) (see Code 27); audio equipment; radio and television receivers; refrigerators and household appliances; water heaters; batteries; electric and telephone cable and wire; lighting equipment; solar panels and wind generators

Computer, Office Equipment and Electrical Equipment NEC (18)

Computers and peripherals (purchase and lease); electronic office machines (see also Code 16); satellites; radio and television transmitting equipment; television cameras; picture tubes and studio equipment; navigational aids; semi-conductors; telephones and switch-boards; X-ray equipment; printed circuit boards

Industrial Machinery and Equipment (19)

Agricultural and industrial machinery; material handling equipment; machine tools, saw blades, vernier calipers, jigs, dies; commercial heaters and coolers; outboard motors, mechanical typewriters

Leather, Rubber, Plastic and Manufactured Good NEC (20)

Tyres, tubes; abrasive papers; eye glasses; jewellery; brooms brushes; sports equipment; advertising signs; writing equipment; pianos; umbrellas

SERVICES SECTOR

Electricity, Gas, Water, Sewerage and Drainage (21)

Municipal charges for these services, not construction (see Code 22)

Construction and Construction Services (22)

New works, repairs and maintenance of public facilities including roads, dams, pylons, towers, housing, buildings and hospitals; not architectural, engineering or surveying consultancies (see Code 27)

Automotive Services (23)

Automotive repairs; panel beating; windscreen replacement

Transport and Storage Services (24)

Freight transport; courier services; furniture removal; bus services; taxis; ship, rail and air transport; air and boat charters; cable cars; pipeline operations; car parking operations; coal and wheat loaders; ship navigation services; container terminals; travel agencies; grain and cold storage

PURCHASING AND DISPOSALS Continued

Communication Services (25)

Facsimile, postal, telephone, telex, telegraph and teleprinter services; post office operations; satellite communication services, not construction (see Code 22) and not equipment (see Code 18)

Finance, Investment, Insurance and Related Services (26)

Banking, credit unions, building societies; money market dealings; finance companies; investment trusts; share broking; superannuation; health funds; insurance produces and services

Consultancy, Property and Business Services NEC (27)

Computer software (customised development) (see Code 17); real estate agents and services; auction services; architectural, engineering and surveying services including marine and radio survey; legal accounting; and electronic data processing services; market and business consultancy; typing, copying and mailing services; pest control; cleaning services

Plant Hire and Leasing NEC (28)

All short-term hire and leasing of industrial equipment (except transport equipment (Code 24)) and computer hardware (Code 17), without operators and for less than 12 months; crane hire with operator.

Health, Education, Museum and Library Services (29)

Hospitals and nursing homes; medical, dental, optical and veterinary services; ambulance services

Research, Scientific and Meteorology Service (30)

Research in the agricultural biological, physical and social sciences; meteorological services

Community Services, Recreational, Personal and Other Services (31)

Police; prisons; fire brigades; garbage disposal; film production; hotel and catering services

INVITATIONS TO TENDER, QUOTE OR REGISTER INTEREST

Department of Urban Services
PUBLIC WORKS & SERVICES

TENDERS

Tenders are invited for the undermentioned projects closing with the Director, Public Works and Services, Department of Urban Services, 220 Northbourne Avenue, Braddon, ACT at 2pm on the date/s shown:

CONSTRUCTION OF GROSS POLLUTANT TRAPS IN TUGGERANONG

Closing Date: 6 February 1992

Deposit: \$100.00

Documents for the above project are available from:

Ove Arup & Partners

8 Geils Court

DEAKIN ACT 2600

Phone: (06) 281 1711

Fax: (06) 282 5333

T92012 CLEANING OF WESTON CAMPUS ACT INSTITUTE OF TAFE

Closing Date: 13 February 1992

Inspection Date: 4 February 1992 10.00am

Deposit: Nil

Enquiries: Albert Smith

Phone: (06) 207 3524

Documents for the above project are available from:

Contracts Section

3rd Floor

John Overall Offices

220 Northbourne Avenue

BRADDON ACT 2601

Phone: (06) 246 8379

Fax: (06) 246 8889

CONTRACTS ARRANGED

A.C.T. DEPARTMENT OF EDUCATION

Purchase Reference number	Description of Supplies	Value (\$A)	Period Contract	Contractor (Include postcode at end of address)	P & S Code
SA081/2	PHOTOCOPIER FT 5590 & ACCESS	7 470.00	RT03/ 113639	DBE RICOH FYSHWICK 2609	16
SA082/2	PHOTOCOPIER 71500 & ACCESS	6 554.00	03/113639	DBE RICOH FYSHWICK 2609	16
SA083/2	PHOTOCOPIER FT 5590 & ACCESS	5 270.00	RT03/ 113636	DBE RICOH FYSHWICK 2609	16
SA084/2	PHOTOCOPIER FT 5590 & ACCESS	7 540.00	RT03/ 113636	DBE RICOH FYSHWICK 2609	16
SA085/2	PHOTOCOPIER 4555 & ACCESS	5 150.00	GOVT/ CN 390/1	GEOFF HOWE BUSINESS MITCHELL 2911	16
SA086/2	PHOTOCOPIER 31500 & ACCESS	7 137.00	PC3/11363 G-4	NASHUA GESTETNER FYSHWICK 2609	16
SA087/2	PHOTOCOPIER BD 8510 & ACCESS	8 933.00	PC3/11363 G - 2	TOSHIBA FYSHWICK 2609	16
SA088/2	CGS ROUTER & ACCESS	25 480.00		GOVT COMPUTING SERVICE CIVIC 2601	18
SA089/2	MODIFICATION TO NARRABUNDAH TECH	12 885.00	SA90/016	PJ & BA REILLY CURTIN 2605	22
SA090/2	DOUBLE FOLDING DOORS MELROSE HIGH SCHOOL	5 764.00		JOHN WATSON FYSHWICK 2609	22
SA091/2	PHOTOCOPIER PRINTER 5270 & INTERFACE	9 798.00	913-624	NASHUA GESTETNER FYSHWICK 2609	16
SA092/2	STATESMAN FURNITURE EUROPEAN OAK	5 623.00	PC9020404 -11	INSTANT OFFICE FURNITURE FYSHWICK 2609	09
SA093/2	SUPPLY & FIT CURTINS WESTON PRIMARY SCHOOL	5 255.00	PC59/10 702m.1	WINTERBURN FURNISHING DICKSON 2601	22
91/1481F46	CLEANING OF VARIOUS SCHOOLS	30 338.00		COMPLETE CLEANING SERV FYSHWICK 2609	27
91/1481F46	CLEANING OF VARIOUS SCHOOLS	24 548.72		CITY CLEANING SERVICE MITCHELL 2911	27

CONTRACTS ARRANGED Continued

Purchase Reference number	Description of Supplies	Value (\$A)	Period Contract	Contractor (Include postcode at end of address)	P G S Cod
SA031/2	DATA ENTRY SERVICES	6 046.31		KEYDATA BELCONNEN 2617	27
SA057/2	5 & 10 CUBIC FT KILNS	17 630.12		B & L TETLOW BLACKBURN VIC 3130	19
SA066/2	INSTAL INSULATION AT TORRENS PRIMARY	14 160.00		BUILDING ASSET MANAGMENT FYSHWICK 2609	22
SA068/2	FILESERVER PC PRINTER & ACCESSORIES	11 104.00		IPEX COMPUTERS BRUCE 2617	18
SA070/2	PHOTOCOPIER FT5500 & ACCESSORIES	7 860.00	PC3/11363 G-3	DBE AUSTRALIA FYSHWICK 2609	16
SA071/2	PHOTOCOPIER FT5570 & SORTER/ACCESS	7 860.00	PC3/4363	DBE AUSTRALIA FYSHWICK 2609	
SA072/2	GESTETNER COPY PRINTER & CONSOLE	6 889.00	GOV/CN 624/2	NASHUA GESTETNER FYSHWICK 2609	16
SA073/2	PHOTOCOPIER FT5570 & ACCESS	7 110.00	RT3/11363 G ITEM 6	RICOH DBE AUSTRALIA FYSHWICK 2609	16
SA074/2	PHOTOCOPY PAPER A-4 REFLEX	19 438.80	PC19/1147 34-5	THE PAPER HOUSE FYSHWICK 2609	10
SA075/2	PROVIDE GUARD RESPONSE	25 000.00		MSS GUARD SERVICES FYSHWICK 2609	27
SA076/2	PHOTOCOPIER 71500 & ACCESS	9 120.00	PC3/11363 WA STATE 75A	NASHUA GESTETNER FYSHWICK 2609	11
SA077/2	TAKE UP CARPET & LAY CARPETS	7 580.00	C89/081	CANBERRA FLOORCRAFT BELCONNEN 2617	22
SA078/2	MUSICAL INSTRUMENTS	12 000.00		ELTHAM BRASS & WOODWIND STH ELTHAM VIC 3098	
SA079/2	MUSICAL INSTRUMENTS	5 995.25		KJ MUSIC PROJECT NSW 2149	
SA080/2	PHOTOCOPIER 3943 & ACCESS	5 233.00	PC03/ 113639	NASHUA GESTETNER FYSHWICK 2609	16

CONTRACTS ARRANGED ContinuedACT Legislative Assembly

Purchase Reference Number	Description of Supplies	Value (\$A)	Period Contract	Contractor (Include postcode at end of address)	P & S Code
11016-Z	Computer Equipment	41-829-00	PE40	Approved Systems 46 Colbee Court Phillip 2606	18
11770-0	Photocopier	13810-00	PE40 SA954/88	CANON 98 Barrier St. Fyshwick 2609	18
11928-+	Office furniture (Work-stations)	16019-28	-	Omni-Office Interiors 169 Newcastle St Fyshwick 2609	09
11922-0	Office Chairs	19761-00	-	Discount Office Furniture 6 Farrer St Braddon 2601	09
11965-0	Notebook Computers	9618-00	PG57/ 10895F	JCJ Computer Systems P/L 74 Alinga St Canberra City 2601	18
12077-4	Computer Equipment	18625-00	PE40	Avante Systems 32 Thesigner Court Deakin 2600	18
858-+	Computer Equipment	6902-00		Ipex Inform. Tech. Group Unit G2C Thynne St Bruce 2617	18
1249-0	Photocopier	9805-00	NSW Govt 390	CANON 98 Barrier St Fyshwick 2609	
DEPARTMENT OF URBAN SERVICES					
060469-9	PROGRAMMING SERVICE	5986.00	N/A	RADMILL PTY LTD HOLT ACT 2615	27
060471-+	HP SOFTWARE	6440.71	N/A	HEWLETT PACKARD BRUCE ACT 2617	18
060472-8	LASERJET PRINTER	7044.61	N/A	FERNTREE COMP. SYS. CANBERRA CITY 2601	18

PRIVATE NOTICES

AUSTRALIAN CAPITAL TERRITORY

Real Property Act 1925

Notice is hereby given that pursuant to the provisions of the Real Property Act 1925, a new Certificate of Title will issue fourteen (14) days from the publication of this notice to Michael Keir McLAREN and Karen McLAREN in respect of the Leasehold Estate in all that piece or parcel of land situated at Division of HOLDER Section 5 Block 28 being Crown Lease granted on 7 October 1971 Registered Volume 356 Folio 12 the said Crown Lease having been lost, mislaid or destroyed.

Dated Twenty-first day of January 1992



E ERDOS
Deputy Registrar of Titles

Private Notices continued

NOTICE TO CLAIMANTS

In the Estate of JANET CATHERINE THOMPSON late of 4/20 Musson Close, Florey in the Australian Capital Territory, Home Duties, who died on the 14 November 1991. The Public Trustee for the Australian Capital Territory INTENDS TO ADMINISTER the estate of the abovenamed deceased. All persons having claims against the estate must send particulars thereof to The Public Trustee, Box 615, Canberra ACT 2601, within two of months publication of this notice. After that time the Public Trustee may distribute the estate assets having regard only to the claims of which he then has notice.

D C Dunckley, Acting Public Trustee ACT

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