



# Victoria Government Gazette

No. S 102 Friday 29 June 2001  
By Authority. Victorian Government Printer

**SPECIAL**

## Gas Industry Act 2001

PULSE ENERGY PTY LTD

Terms & Conditions

Deemed & Standing Contracts

### 1. Contract

1.1 This is the contract made between the *Customer* and Pulse Energy Pty Ltd ("*Pulse*") in accordance with the **Gas Industry Act 2001** (Vic) ("*Contract*").

### 2. Term

2.1 This *Contract* commences on 1 September 2001 or the date upon which the *Customer* commences to take *Supply* from *Pulse* and continues until terminated in accordance with this *Contract* or if this *Contract* is not terminated prior to 31 August 2004, this *Contract* will terminate on 31 August 2004 unless *Pulse* extends the operation of the *Contract* by written *Notice* to the *Customer*.

### 3. Warning to Customers

3.1 The quality, pressure and continuity of *Supply* of *Gas* is subject to a variety of factors outside *Pulse's* control including, without limitation, accidents, weather and the acts of third parties such as other customers, *Regulatory Bodies*, producers and transmission companies. Accordingly, the inherent nature of *Gas* supply is such that to that extent *Pulse* cannot guarantee:

- (1) beyond the commitment in clause 3.3, the quality of the *Gas* supplied to any *Customer*; or
- (2) that the *Gas* will be delivered within the *Gas Pressure Range*; or
- (3) the continuity of *Supply* of *Gas*.

3.2 If the *Customer* requires a service which is not subject to interruptions, variations in pressure or variations in quality which are consistent with the commitment in clause 3.3, the *Customer* will need to install appropriate equipment to meet that requirement, install suitable protection devices, or take other appropriate measures.

3.3 *Pulse* will satisfy its statutory obligations regarding the quality of gas sold which are imposed by section 33 of the **Gas Safety Act 1997**.

### 4 Regulatory and Other compliance Obligations of Pulse and the Customer

4.1 Each of *Pulse* and the *Customer* must comply with the obligations imposed on them by all *Applicable Regulations* (except to the extent modified by this Contract as permitted by those *Applicable Regulations*) and any agreement they may be a party to with *Distributor* in relation to the *Supply* of *Gas* to the *Delivery Point*.

4.2 The provisions of the *Retail Code* are incorporated into this *Contract* as rights and obligations of both *Pulse* and the *Customer*, except to the extent that they can be and are specifically varied by this *Contract*. *Pulse* will provide a copy of the *Retail Code*, free of charge, upon receiving a request from a *Customer*.

NOTE: The Retail Code contains detailed rules in relation to a number of aspects of the supply and sale of gas. These areas include the contents, payment and review of the customer's bill, metering, options for customers experiencing payment difficulties, disconnection and reconnection, termination, access to information, access to the customer's premises and complaints and dispute resolution.

### 5. Customer's Rights and Obligations

5.1 In addition to all rights and obligations incorporated from the *Retail Code* by clause 4.2, the

*Customer* agrees to:

- (1) purchase and pay for **Gas** delivered by *Pulse* to the **Delivery Point**;
- (2) co-operate with the **Distributor** in the exercise by the **Distributor** of its rights or obligations under any **Applicable Regulation**;
- (3) comply with any notice lawfully issued by the **Distributor** to the **Customer** from time to time;
- (4) inform **Pulse** of any relevant change of contract details as soon as possible after the change has occurred and provide or confirm contact and identification details at **Pulse**'s reasonable request;
- (5) give **Pulse** at least 3 **Business Days Notice**, unless you demonstrate that you were evicted or otherwise forced to leave the premises, of the date on which the **Customer** intends to vacate the **Customer's Supply Address** and a forwarding address to which a final bill may be sent and if the **Customer** fails to do so **Pulse** may continue to charge the **Customer** for consumption at the **Supply Address**;
- (6) allow **Pulse** or any **Representative** of **Pulse** safe, convenient and unhindered access to the **Customer's Supply Address** for the purpose of reading the meter and for connection (unless you have or intend to have a connection contract with the **Distributor**), disconnection and reconnection or other works to be carried out by the **Distributor**;
- (7) provide and maintain at the **Customer's Supply Address** a facility to protect the **Distributor's** equipment which meets the requirements of the **Distribution System Code**;
- (8) not allow a person, other than a person who is (to the best of the **Customer's** knowledge) a qualified gas plumber, to perform any maintenance work on the **Gas Installation**;
- (9) not use the **Gas** supply in a manner that the **Customer** ought reasonably to be aware may (i) interfere with the **Distributor's** distribution system or (ii) cause damage or interference to any third party;
- (10) not interfere, or knowingly allow interference, with the **Distributor's** distribution system or any **Metering Installation** at the **Supply Address**, except as may be permitted by any **Applicable Regulation**;
- (11) inform **Pulse** if the **Customer** anticipates that payment of a bill by the pay by date may not be possible.

## **6. Pulse's Rights and Obligations**

- 6.1 **Pulse** must use its best endeavours to procure that the **Distributor** deliver **Gas** to the **Delivery Point** and will sell the **Gas** delivered by the **Distributor** on the terms of this **Contract**.
- 6.2 **Pulse** may, in accordance with the **Privacy Act 1988** (Cth) and subject to any guidelines published by the ORG relating to a **Customer's** credit standing forward certain information relating to the **Customer** (including the **Customer's** identification details and details of any amounts outstanding) to a credit reporting agency.

## **7. Customer's Consent**

- 7.1 The **Customer** consents to **Pulse** and the **Distributor** and anyone appointed by **Pulse** or **Distributor** to:
  - (1) access the **Metering Installation**; or
  - (2) use the **Customer's** information including any information collected from **Metering Installation**

for the purposes contemplated by or in order to comply with the *Applicable Regulations*, for protecting the safety and security of any person or property, and for determining the *Customer's* past and ongoing energy consumption.

- 7.2 The *Customer* also consents to *Pulse* and the *Distributor* and anyone appointed by *Pulse* or the *Distributor* using the *Customer's* information, including any information collected from the *Metering Installation* for planning, operating or maintaining the distribution network, for billing of a contract under which *Pulse* purchases *Gas*, contract of insurance or other third party contract which relates to the sale or *Supply* of *Gas* to the *Customer*, to verify *VENCorp* bills and for contract administration, forecasting or nominations by *Pulse*, the *Distributor* or their Related Bodies Corporate or associated corporations or contractors.

## 8. Charges

- 8.1 The Customer must pay *Pulse* for:

- (1) all *Gas* which passes through the *Delivery Point* at the prices for *Gas* published by *Pulse* in the Government Gazette as *Pulse's Tariff Rates* from time to time;
- (2) for any other services *Pulse* provides to the *Customer* at the prices listed in the *Schedule of Fees*;
- (3) the cost of any *Excluded Service* charged by the *Distributor* to *Pulse* relating to the *Customer*; and
- (4) any costs incurred by *Pulse* in relation to the provision of *Metering Services* other than those services provided by the *Distributor* pursuant to its distribution tariffs or *Excluded Services* charges.

- 8.2 *Pulse* will allocate each *Customer* to a tariff category and Customers who are within the same category prior to 1 September 2001 will be allocated to a common tariff category under this *Contract*.

## 9. Other Goods or Services or Related Charges

- 9.1 *Pulse* may include any other charges attributable to the *Customer* on the bill, in accordance with the *Retail Code*.

## 10. Termination by Customer

- 10.1 For the avoidance of doubt, the *Customer* must continue to pay *Pulse* for any *Gas* and for any other charges attributable to the *Customer* whilst the *Customer's MIRN* remains registered to *Pulse* as the supplying retailer with *VENCorp*.

## 11. Termination by Contract

- 11.1 This *Contract* will terminate if *Pulse* and the *Customer* enter into a new contract in relation to the *Supply* of gas.

## 12. Termination by Notice

- 12.1 This *Contract* will terminate if:

- (1) the *Customer* terminates this *Contract* in accordance with the *Retail Code*; or
- (2) the *Customer* ceases to be a relevant customer under section 43(3) of the *Gas Industry Act 2001*, and *Pulse* gives the *Customer* two months' notice.

## 13. Disconnection and Interruption of Supply to Customer

- 13.1 *Pulse* or *Distributor* may disconnect, curtail, interrupt or reduce the delivery of gas to the *Customer* if:

- (1) in the opinion of *Distributor* or *Pulse* any reasons for disconnection, curtailment, interruption or reduction of *Supply* specified in an *Applicable Regulation* apply; or
- (2) *Pulse* or *Distributor* receive a direction or request from a *Regulatory Body* to do so; or
- (3) the *Customer* fails to comply with the obligations of the *Customer* specified in this *Contract* and in the reasonable opinion of *Distributor* or *Pulse* (as applicable), that failure could prejudice either of them in the conduct of their respective business; or

- (4) this *Contract* terminates (unless the *Delivery Point* has been registered to another supplying retailer or *Customer* by *VENCorp*).

and the *Customer* hereby irrevocably appoints *Pulse* as its agent to take such steps as *Pulse* considers necessary to procure such disconnection, interruption or reduction.

- 13.2 If *Pulse* or *Distributor* gives a *Notice* of disconnection to the *Customer* on termination of this *Contract*, the *Customer* must not permit gas to pass through the *Delivery Point* after termination of this *Contract* until the meter for the *Delivery Point* is no longer registered to *Pulse* as supplying retailer.

- 13.3 In the event of an *Emergency*, the *Customer* must comply with:

- (1) any *Emergency Directions* communicated to it; and
- (2) *Pulse's Safety Case* and *Pulse's Safety Procedures*

#### 14. Metering Arrangements

- 14.1 The *Customer* agrees to do all things reasonably required by *Pulse* to ensure that, where required, the *Delivery Point* has a *Metering Installation* that is registered with *VenCorp* and that *Pulse* is able to fulfil its obligations under any arrangements it has made in order to provide *Metering Services* to the *Customer* or under any *Applicable Regulation* or in connection with the relevant *Metering Installation*.

- 14.2 *Pulse* will pass through to the *Customer* any costs incurred by *Pulse* in relation to the provision of *Metering Services*.

- 14.3 The *Customer* irrevocably authorises *Pulse* to, and *Pulse* agrees to use reasonable endeavours to, enter into or vary any agreements for *Metering Services* with any person in relation to the matters referred to in this clause 4.

- 14.4 The *Customer* agrees the *Metering Installation* is not and (on termination or otherwise) does not become its property.

#### 15. Pulse's Obligations Conditional

- 15.1 *Pulse's* obligations to sell and deliver *Gas* and to procure the delivery of *Gas* under this *Contract* are conditional upon, if *Distributor* so requires, an authorised officer of *Distributor* being satisfied that the *Customer's Gas Installation* complies with any gas installation standards prescribed by the *Applicable Regulations*.

- 15.2 Notwithstanding the provisions of this clause 14, *Pulse* does not give any express or implied warranty about the adequacy, safety or other characteristics of the *Customer's Gas Installation*.

- 15.3 Property and risk in *Gas* supplied to the *Customer* by *Pulse* passes to the *Customer* at the *Delivery Point*.

#### 16. Waiver and Variation

- 16.1 A waiver of any provision of this *Contract* is only effective if it is in writing. A party's failure to delay to exercise a power or right does not operate as a waiver of that power or right.

- 16.2 The terms and conditions of this *Contract* will be varied in accordance with any change to the terms and conditions published by *Pulse* under the *Gas Industry Act 1994* (Vic).

#### 17. Applicable Regulations and Licences

- 17.1 This *Contract* is governed by the law of Victoria. To the extent of any impermissible inconsistency between any provision of this *Contract* and any provision of an *Applicable Regulation*, the *Applicable Regulation* prevails. Nothing in this *Contract* affects *Pulse's* rights or powers under any *Applicable Regulation* which *Pulse* is required to hold to *Supply* or sell gas. The *Customer* acknowledges that *Pulse* may need to make changes to this *Contract* which may be required as a consequence of changes in any *Applicable Regulations* and the *Customer* will be bound by any such changes.

**18. Assignment**

18.1 The provisions of this *Contract* will be binding upon and inure to the benefit of the successors and assigns of each of the parties. Only *Pulse* may assign any of its rights or obligations hereunder without consent. The *Customer* cannot assign this *Contract*.

**19. Notices**

19.1 For the purposes of clauses 1.1, 2.1, 12.1(2) and 13.2 of this *Contract* a notice, consent, approval or other communication ("*Notice*") has no legal effect unless it is in writing and delivered or faxed or emailed by *Pulse* to the *Billing Address*.

19.2 For the purposes of clauses 1.1, 5.1(5), and 12.1(1) a notice, consent, approval or other communication ("*Notice*") has no legal effect unless it is in writing and delivered or faxed or emailed to the Issuing Office Address marked "Attention: Chief Operating Officer, *Pulse*" or is communicated by the Customer to a Pulse Representative at a designated call centre where the *Customer* supplies the Pulse Representative with *acceptable identification*.

**20. Interpretation and Definitions**

20.1 If a party consists of more than one person this *Contract* binds them jointly and each of them severally.

20.2 Reference to any *Applicable Regulation* or a provision thereof means that *Applicable Regulation* or provision thereof as amended, consolidated, re-enacted or substituted from time to time.

20.3 In this *Contract*, unless otherwise provided for:

- (1) "*Acceptable Identification*" has the same meaning as in the *Retail Code*.
- (2) "*Applicable Regulation*" means any relevant law, statute, regulation, proclamation, order-in-council, ordinance, by-law, rule, code, licence guideline or standard relating from time to time to the *Supply*, sale or use of gas, including, without limitation, the *Customer Charter*, the *Retail Code*, *Distribution System Code*, the *Tariff Order* or the *MSO Rules*.
- (3) "*Billing Address*" means the *Supply Address* or other address for the purposes of billing as notified in writing by the *Customer* to *Pulse*.
- (4) "*Billing Period*" means any period for which a bill is or may be rendered, but shall not be less than every 3 months.
- (5) "*Business Day*" means a day on which banks are open for business in Melbourne excluding a Saturday, Sunday or a day which has been proclaimed to be a public holiday in Victoria.
- (6) "*Customer*" means a person who has, or is part of a class of persons who have, been declared by the Governor in Council by an Order published in the Government Gazette pursuant to the requirements of section 43(3) of the *Gas Industry Act 2001*, to be a relevant customer.
- (7) "*Customer Charter*" means the *Customer Charter* provided by *Pulse* to the *Customer* explaining various retail related rights and obligations of the *Customer* and *Pulse* and will also include any *Customer Charter* published by the *Customer's Distributor* pertaining to the rights and obligations of the *Customer* and the *Distributor* in relation to distribution matters and which *Pulse* is required by *Distributor* to provide to the *Customer*.
- (8) "*Delivery Point*" means the point at or near the *Customer's Supply Address* being the point where *Gas* last leaves a facility owned or operated by *Distributor* before being *Supplied* to the *Customer*, whether or not it passes through facilities owned or operated by any other person before being *Supplied*.
- (9) "*Distribution System Code*" means the code of that name certified from time to time by the *ORG* under the *Office of the Regulator-General Act 1994*.

- (10) “**Distribution Charges**” means the charges payable to **Distributor**, as varied, supplemented or substituted under the Applicable Regulations.
- (11) “**Distributor**” means the holder of a gas distribution licence whose network is connected to the **Gas Installation** at the **Supply Address**.
- (12) “**Emergency**” has the meaning given in the **Distribution System Code**.
- (13) “**Emergency Directions**” means a direction given by:
  - (i) **VENCorp** pursuant to the **MSO Rules**;
  - (ii) the Office of Gas Safety, pursuant to the **Gas Safety Act 1997**;
  - (iii) the Minister, pursuant to the **Gas Industry Act 2001**; or
  - (iv) **Pulse** or the **Customer’s Distributor** as either considers reasonably necessary, in the event of an **Emergency**.
- (14) “**Excluded Service**” means any Scheduled Excluded Service as defined in the **Tariff Order**.
- (15) “**Gas**” means natural gas supplied under this contract that is accepted by **VENCorp** for injection into a transmission pipeline.
- (16) “**Gas Installation**” means any gas equipment at the **Customer’s Supply Address** which is not part of the **Distributor’s** network.
- (17) “**Gas Pressure Range**” means the range within which **Gas** is to be delivered to the Delivery Point, being a flow rate greater than or equal to the Minimum Pressure and less than or equal to the Maximum Pressure.
- (18) “**GST**” has the meaning given to it in the **GST Act**.
- (19) “**GST Act**” means **A New Tax System (Goods and Services Tax) Act 1999** (CTH) as amended from time to time or any equivalent legislation which relates to the goods and services tax.
- (20) “**Meter Charges**” means the charges for the provision of Metering Services.
- (21) “**Metering Installation**” means the meter and associated equipment and installations, including check meters, installed or to be installed for the collection of metering data including the quantity of gas supplied at the **Delivery Point**.
- (22) “**Metering Provider**” is the person appointed by **Pulse** to provide a meter to the **Customer** in accordance with any contract or **Applicable Regulations**.
- (23) “**Metering Services**” means metering related services procured by **Pulse** for the **Customer** and includes installation and maintenance services (maintenance includes routine wear and tear but does not include maintenance installation or replacement costs of an upgraded meter or where the customer has caused damage to the meter at their premises) supplied by a **Metering Provider** or **Distributor** and the procurement of metering data.
- (24) “**MIRN**” means the metering installation registration number for the **Delivery Point** in the database created, maintained and administered by the **Distributor** under the rules for the Victorian retail gas market.
- (25) “**MSO Rules**” means the Market and System Operation Rules made by Order-In-Council under section 48N of the Act and any other interim rules made in place of the rules under section 48N of the Act.
- (26) “**Notice**” has the meaning given in clause 19.
- (27) “**ORG**” means the Office of the Regulator General, Victoria.
- (28) “**Pulse’s Safety Case**” means the extracts of the safety case prepared by Pulse in accordance with the Gas Safety Act, as amended from time to time, but only where a written copy of the safety procedures has been delivered to the **Customer**.

- (29) **“Pulse’s Safety Procedures”** means the safety procedures that may be prepared by Pulse from time to time in accordance with the MSO Rules, but only where a written copy of the safety procedures has been delivered to the **Customer**.
  - (30) **“Regulatory Body”** means a body with whose directions or requests **Pulse** is bound to comply whether as a matter of law or under condition of a licence held under the **Gas Industry Act 2001** and includes without limitation the **ORG**, VenCorp and the Office of Gas Safety.
  - (31) **“Retail Code”** means the Gas Retail Code issued by the ORG under the **Office of the Regulator General Act 1994**
  - (32) **“Schedule of Fees”** are as published in the Government Gazette by Pulse from time to time.
  - (33) **“Supply”**, in relation to Gas, means the delivery and sale of Gas and related services.
  - (34) **“Supply Address”** means the address or addresses at which the **Customer** purchases **Gas** from **Pulse**.
  - (35) **“Tariff Order”** means the Victorian Gas Industry Tariff Order 1998 published in the Government Gazette on 17 December 1998 as that Order is amended and in force from time to time;
  - (36) **“VENCorp”** means Victorian Energy Networks Corporation being the transmission system operator established under section 158 of the **Gas Industry Act 2001**.
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**Gas Industry Act 2001****PULSE GAS TARIFFS**

GST inclusive

**Domestic Tariffs**

<b>01</b>	<b>Multiple Residential</b>	Supply charge		\$ 30.34
<b>02</b>		Supply charge		\$ 102.97
<b>01/02</b>		Commodity charge (all gas)	c/MJ	1.0252
<b>03</b>	<b>Domestic General</b>	0-4 GJ/2-months	c/MJ	0.7660
		>4 GJ/2-months (winter peak)	c/MJ	0.9764
		>4 GJ/2-months (off-peak)	c/MJ	0.7668
		Supply charge/2 months		\$ 14.92
<b>04</b>	<b>Residential Bulk</b>	capacity up to 50m <sup>3</sup> /hr	Supply charge	\$ 30.34
<b>05</b>	<b>Hot Water Master Meter</b>	capacity over 50m <sup>3</sup> /hr	Supply charge	\$ 102.97
<b>04/05</b>		Commodity charge (all gas)	c/MJ	1.0252
<b>09</b>	<b>Gas Lights Unmetered</b>	Std 2-mantle light		\$ 31.35
		Additional mantles		\$ 15.68
<b>10</b>	<b>Residential Bulk</b>	capacity up to 50m <sup>3</sup> /hr	Supply charge	\$ 30.34
<b>11</b>	<b>Hot Water Heating</b>	capacity over 50m <sup>3</sup> /hr	Supply charge	\$ 102.97
<b>10/11</b>		Commodity charge (all gas)	c/MJ	1.1116
<b>M3</b>	<b>Murray Valley</b>	Supply charge		\$ 18.16
		Commodity charge (all gas)	c/MJ	1.1944

**Commercial Tariffs**

<b>13</b>	<b>meter/regulator capacity up to 100m<sup>3</sup>/hr</b>	0-100 GJ/2-months (winter peak)	c/MJ	0.9770
		0-100 GJ/2-months (off-peak)	c/MJ	0.7655
		>100 – 550 GJ/2-months (winter peak)	c/MJ	0.8771
		>100 – 550 GJ/2-months (off-peak)	c/MJ	0.5397
		>550 GJ/2-months (winter peak)	c/MJ	0.5103
		>550 GJ/2-months (off-peak)	c/MJ	0.4670
		Fixed/2-months		\$ 22.12
<b>14</b>	<b>meter/regulator capacity from 100 to 850m<sup>3</sup>/hr</b>	0-100 GJ/2-months (winter peak)	c/MJ	0.9770
		0-100 GJ/2-months (off-peak)	c/MJ	0.7669
		>100 – 550 GJ/2-months (winter peak)	c/MJ	0.8771
		>100 – 550 GJ/2-months (off-peak)	c/MJ	0.5397
		>550 GJ/2-months (winter peak)	c/MJ	0.5103
		>550 GJ/2-months (off-peak)	c/MJ	0.4670
		Fixed/2-months		\$ 202.66
<b>63</b>	<b>Ministry of Housing Tariff</b>	Commodity charge (all gas)	c/MJ	0.5399
<b>M6</b>	<b>Murray Valley – meter regulator capacity up to 100m<sup>3</sup>/hr</b>	Supply charge		\$ 21.78
		Commodity charge (all gas)	c/MJ	0.9505
<b>M7</b>	<b>Murray Valley – meter regulator capacity from 100.1 to 850m<sup>3</sup>/hr</b>	Supply charge		\$ 199.42
		Commodity charge (all gas)	c/MJ	0.8610

**Industrial Tariffs**

<b>21</b>	<b>meter/regulator capacity up to 100m<sup>3</sup>/hr</b>	0-100 GJ/2-months (winter peak)	c/MJ	0.9770
		0-100 GJ/2-months (off-peak)	c/MJ	0.7655
		>100 – 550 GJ/2-months (winter peak)	c/MJ	0.8771
		>100 – 550 GJ/2-months (off-peak)	c/MJ	0.5397



		>550 GJ/2-months (winter peak)	c/MJ	0.5103
		>550 GJ/2-months (off-peak)	c/MJ	0.4670
		Fixed/2-months		\$ 22.12
<b>22</b>	<b>meter/regulator capacity from 100 to 850m<sup>3</sup>/hr</b>	0-100 GJ/2-months (winter peak)	c/MJ	0.9770
		0-100 GJ/2-months (off-peak)	c/MJ	0.7669
		>100 – 550 GJ/2-months (winter peak)	c/MJ	0.8771
		>100 – 550 GJ/2-months (off-peak)	c/MJ	0.5397
		>550 GJ/2-months (winter peak)	c/MJ	0.5103
		>550 GJ/2-months (off-peak)	c/MJ	0.4670
		Fixed/2-months		\$ 202.66
<b>08</b>	<b>Standby Power Generation Tariff</b>	Supply charge \$/GJ engine input rating		\$ 432.73
		Commodity charge of respective Tariff		\$ —
<b>M8</b>	<b>Murray Valley – meter regulator capacity up to 100m<sup>3</sup>/hr</b>	Supply charge		\$ 21.78
		Commodity charge (all gas)	c/MJ	0.9505
<b>M9</b>	<b>Murray Valley – meter regulator capacity from 100.1 to 850m<sup>3</sup>/hr</b>	Supply charge		\$ 199.42
		Commodity charge (all gas)c/MJ		0.8610





**Gazette Services**

The *Victoria Government Gazette* (VGG) is published by The Craftsman Press Pty. Ltd. for the State of Victoria and is produced in three editions.

**VGG General** is published each Thursday and provides information regarding Acts of Parliament and their effective date of operation; Government notices; requests for tenders; as well as contracts accepted. Private Notices are also published.

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The *Victoria Government Gazette* is available by three subscription services:

General and Special — \$187.00 each year

General, Special and Periodical — \$249.70 each year

Periodical — \$124.30 each year.

**All prices include GST.**

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

All payments should be made payable to

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Telephone: (03) 9926 1233

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The *Victoria Government Gazette* is published by The Craftsman Press Pty. Ltd. with the authority of the Government Printer for the State of Victoria

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ISSN 0819-5471

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