



Victoria Government Gazette

No. G 35 Thursday 30 August 2001

GENERAL

GENERAL AND PERIODICAL GAZETTE

Copy to: Gazette Officer
The Craftsman Press Pty. Ltd.
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Burwood Vic 3125
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Facsimile: (03) 9926 1292
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Email: gazette@craftpress.com.au

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All prices include GST

Private Notices

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Government and Outer Budget Sector Agencies Notices

Not required to prepay.

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Floppy Disks (Mac & PC) can also be accepted.

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Double column	\$3.41
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9.30 a.m. Monday – (Private Notices)

9.30 a.m. Tuesday – (Government and Outer Budget Sector Agencies Notices)

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- Proofs will be supplied only when requested or at the direction of the Gazette Officer.
- No additions or amendments to material for publications will be accepted by telephone.
- Orders in Council may be lodged prior to receiving assent with the Governor's or Clerk's signature. They will only be published once approved and signed.
- Government and Outer Budget Sector Agencies please note: *See style requirements on back page.*

SPECIAL GAZETTES

Copy to: Gazette Officer
The Craftsman Press Pty. Ltd.
125 Highbury Road
Burwood Vic 3125
Telephone: (03) 9926 1233
Facsimile: (03) 9926 1292
Email: gazette@craftpress.com.au

Advertising Rates and Payment

Private Notices

Full Page \$396.00

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Government and Outer Budget Sector Agencies Notices

	Typeset
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Note:

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The *Victoria Government Gazette*

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Subscription enquiries:

The Craftsman Press Pty. Ltd.
125 Highbury Road, Burwood Vic 3125
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PRIVATE ADVERTISEMENTS**DISSOLUTION OF PARTNERSHIP**

Notice is hereby given that the partnership previously subsisting between Ronald Rabbito, Simon Busuttil and John Pernice carrying on the restaurant business at 737 High Street, Epping, under the name "My Place Cafe Bar & Restaurant" has been dissolved as from 25 July 2001.

RUSSELL KENNEDY, solicitors,
Level 11, 469 La Trobe Street, Melbourne.

ALICE ELIZABETH RUSSELL, late of Allawarra Hostel, Inala Village, 220 Middleborough Road, Blackburn, widow, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 June 2001, are required by Equity Trustees Limited, ACN 004 031 298, the proving executor of the will of the deceased, to send particulars of their claims to the executor in the care of the undermentioned solicitor, by 30 October 2001 after which date the executor may convey or distribute the assets having regard only to the claims of which it then has notice.

ANDREW G. J. ROWAN, solicitor,
Level 4, 472 Bourke Street, Melbourne 3000.

THELMA JONES, late of 4 Ashley Grove, Malvern, widow, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 April 2001, are required by Equity Trustees Limited, ACN 004 031 298, the proving executor of the will of the deceased, to send particulars of their claims to the executor in the care of the undermentioned solicitor, by 30 October 2001 after which date the executor may convey or distribute the assets having regard only to the claims of which it then has notice.

ANDREW G. J. ROWAN, solicitor,
Level 4, 472 Bourke Street, Melbourne 3000.

Re: Estate WENDY JOAN OMAN, deceased. Creditors, next-of-kin or others having claims in respect of the estate of WENDY JOAN OMAN of 94 Melbourne Road, Williamstown, in the State of Victoria, nurse,

who died on 17 January 2001, are to send particulars of their claims to the personal representative/s care of the undermentioned solicitors by 1 November 2001 after which date the personal representative/s will distribute the assets having regard only to the claims of which they then had notice.

COOKS, barristers & solicitors,
Level 4, St James Building,
121 William Street, Melbourne, Vic. 3000.

Re: FREDERICK GORDON KAYE, deceased. Creditors, next-of-kin or others having claims in respect of the estate of FREDERICK GORDON KAYE, late of Unit 2, 13 Hudson Street, North Caulfield in Victoria, deceased, who died on 2 November 2000, are to send particulars of their claims to the executor, Gretchen Helen Kesoglidis, care of the undermentioned solicitors by 30 October 2001 after which date the executor will distribute the assets having regard only to the claims of which they then have notice.

DAVIS & MARKS, solicitors,
Level 1, 28 Carpenter Street, Brighton 3186.

Re: JANET DIANE HILLIER, deceased. Creditors, next-of-kin or others having claims in respect of the estate of JANET DIANE HILLIER, deceased, late of 41 Moore Street, Caulfield South, Victoria, who died on 12 May 2001, are to send particulars of their claims to the executor, Sandra Jane Bunning care of Deacons, 385 Bourke Street, Melbourne by 1 November 2001 after which date the executor will distribute the assets having regard only to the claims of which the executor then has notice.

DEACONS, lawyers,
385 Bourke Street, Melbourne.

Re: Estate of MARGARET CHRISTINA ADCOCK. Creditors, next-of-kin or others having claims in respect of the estate of MARGARET CHRISTINA ADCOCK, late of RMB 212, Woomelang, in the State of Victoria, retired, deceased, who died on 26 June 2001, are to send particulars of their claim to the executors care of the undermentioned legal practitioners by 29 October 2001 after which date the

executors will distribute the assets having regard only to the claims of which they then have notice.

DWYER MAHON & ROBERTSON,
legal practitioners,
Beveridge Dome,
194–208 Beveridge Street, Swan Hill.

Re: DONALD JOHN BELL, late of 6/179 Power Street, Hawthorn, Victoria, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 May 2001, are required by the trustee, Jillian Margaret Tout of 16 Elk Turn, Cranbourne, Victoria, niece, to send particulars to the trustee by 24 October 2001 after which date the trustee may convey or distribute the assets having regard only to the claims of which the trustee has notice.

EALES & MACKENZIE, solicitors,
142 Main Street, Lilydale 3140.

JOSEPH HENRI HERMANS, late of 14 Noonan Grove, Woodend, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 October 2000, are required to send particulars of their claims to the executrix, Franki Julia Elms, care of the undermentioned solicitor by 31 October 2001 after which date the executrix may convey or distribute the assets having regard only to the claims of which she then has notice.

E. MURRAY WHITEHEAD, solicitor,
700 High Street, East Kew.

ELIZABETH MARJORIE CARDWELL, late of Unit 3, 1 Kardella Street, East Malvern, Victoria, retired welfare officer, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 November 2000, are required by ANZ Executors & Trustee Company Limited, ACN 006 132 332 of 530 Collins Street, Melbourne, Victoria and Judith Mary Scurfield of 75 Fitzwilliam Street, Kew, Victoria, librarian, the personal representatives of the deceased, to send particulars to them care of their solicitors at the address set out below by 31 October 2001 after which date the personal representatives may convey or distribute the assets having

regard only to the claims of which they then have notice.

F.R.E. DAWSON & SON, solicitors,
7/83 William Street, Melbourne 3000.
Solicitors for the personal representatives.

HELEN ESTELLE MOORS, late of 21 Beach Parade, Drumcondra, Victoria, gentlewoman. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 April 2001, are required by the applicant for grant of probate, Trust Company of Australia Limited of 151 Rathdowne Street, Carlton South, to send particulars to it by 2 November 2001 after which date the applicant for grant of probate may convey or distribute the assets having regard only to the claims of which it then has notice.

HARWOOD ANDREWS, lawyers,
70 Gheringhap Street, Geelong.

Re: PETER ANDREW McCALLUM, late of RMB 9294, Steiglitz, Victoria 3331, psychiatrist, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 June 1999, are required by the trustee, Christina Ethelwyn McCallum of Unit 6, 56 Rathmines Road, Hawthorn East, Victoria, consultant, former wife, to send particulars to the trustee by 30 October 2001 after which date the trustee may convey or distribute the assets having regard only to the claims of which the trustee has notice.

HOWIE & MAHER, solicitors,
Level 3, 116 Hardware Street, Melbourne 3000.

BERNICE ELSIE WILSON, late of 304 Hawthorn Road, Caulfield South, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 December 2000, are required by Bruce Malcolm King and Allen Douglas Faram, the executors of the will of the deceased, to send particulars of their claims to them care of the undermentioned solicitor by 30 November 2001 after which date they will convey or distribute the assets having regard only to the claims of which they then have notice.

KIRBY & CO., solicitors,
Level 4, 488 Bourke Street, Melbourne 3000.

WILLIAM GLADSTONE EWART, late of Ripplebrook Aged Care Facility, 21 Inverness Road, Clarinda, Victoria, gentleman, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 May 2001, are required by the executors, Robin Madill and Graeme Maxwell Ewart, to send particulars to them care of the undermentioned solicitors by a date not later than two months from the date of publication hereof after which date the executors may convey or distribute the assets having regard only to the claims of which they then have notice.

LYTTLETONS, solicitors,
53 Marcus Road, Dingley.

WILMA MARGARET MARTIN-HARPER, (in the will called Wilma Martin-Harper), late of McKinnon Nursing Home, 97 Wheatley Road, McKinnon, Victoria, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 May 2001, are required by the executor, Suzanne Mary Lyttleton, to send particulars to her care of the undermentioned solicitors by a date not later than two months from the date of publication hereof after which date the executrix may convey or distribute the assets having regard only to the claims of which she then has notice.

LYTTLETONS, solicitors,
53 Marcus Road, Dingley.

Re: UNA BEATRICE MARELL MISSEN, late of 68 A'Beckett Road, Bunyip, widow, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 May 2001, are required by the trustees, Susan Joy Kerr of 22 Roslyn Street, Brighton, registered nurse and Colin Henry Madden of 353 Cranbourne Road, Narre Warren, solicitor, to send particulars to the trustees by 30 October 2001 after which date the trustees may convey or distribute the assets having regard only to the claims of which the trustees have notice.

MACPHERSON & KELLEY, solicitors,
40-42 Scott Street, Dandenong 3175.

Re: NORMA ETHEL MOORE, late of 24 Warrigal Road, Mentone, Victoria, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 May 2001, are required by the trustees, Janet Carol Donnelly of 154 Centre Road, Langwarrin, Victoria, office duties, niece and Colin Henry Madden of 353 Cranbourne Road, Narre Warren, Victoria, solicitor, to send particulars to the trustees by 31 October 2001 after which date the trustees may convey or distribute the assets having regard only to the claims of which the trustees have notice.

MACPHERSON & KELLEY, solicitors,
40-42 Scott Street, Dandenong 3175.

Re: ROY KENNEDY LITTLE, late of 1 Penang Street, McKinnon, Victoria, retired photographic technician, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 June 2001, are required by the trustees, Meredith Merrall of 6 Bennett Street, Boronia, Victoria, married woman, daughter, Ruth Marion Peterson of 19 Joan Avenue, Ferntree Gully, Victoria, married woman, daughter and Judith Joy Bailes of 41 Bellbird Drive, Wantirna, Victoria, married woman, daughter, to send particulars to the trustees by 1 November 2001 after which date the trustees may convey or distribute the assets having regard only to the claims of which the trustees have notice.

MADDOCK LONIE & CHISHOLM, solicitors,
140 William Street, Melbourne 3000.

Re: LESLIE JOHN SUTHERLAND, late of 50 Williams Road, Blackburn, Victoria, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 April 2001, are required by the trustees, Muriel Jean Sutherland and Kenneth John Sutherland, to send particulars to the trustees care of the undermentioned solicitors by 29 October 2001 after which date the trustees may convey or distribute the assets having regard only to the claims of which the trustees have notice.

MAHONS with YUNCKEN & YUNCKEN,
solicitors,
178 Whitehorse Road, Blackburn 3130.

Re: ETHEL GERTRUDE GIBSON, deceased. Creditors, next-of-kin and others having claims against the estate of ETHEL GERTRUDE GIBSON, late of 26 Livingstone Street, Ivanhoe, Victoria, widow, deceased, who died on 20 August 2000, are required to send particulars of their claims to the executor, Marie Gwendoline McClay (in the will called Marie McClay), c/- Mahonys, solicitors, 400 Collins Street, Melbourne, Victoria, by 1 November 2001 after which date the executrix will convey and distribute the said estate having regard only to the claims of which the executrix then has notice.

MAHONYs, solicitors,
400 Collins Street, Melbourne.

Re: SALVATORE PORTELLI, deceased. Creditors, next-of-kin and others having claims against the estate of SALVATORE PORTELLI, late of 50 Mountainview Avenue, Avondale Heights, Victoria, retired, deceased, who died on 23 October 2000, are required to send particulars of their claims to the executors, Adrian James Carroll and Francis John Tully, c/- Mahonys, solicitors, 400 Collins Street, Melbourne, Victoria, by 1 November 2001 after which date the executors will convey and distribute the said estate having regard only to the claims of which the executors then have notice.

MAHONYs, solicitors,
400 Collins Street, Melbourne.

Creditors, next-of-kin and others having claims in respect of the estate of BERESFORD WILLIAM BUTTERY, obstetrician and gynaecologist, late of 171 Victoria Parade, Fitzroy, Victoria, deceased, who died in August 1995, are required by the trustees, Andrew, Michael and Robert Buttery, to send particulars to them at 80 Elm Street, Northcote, Victoria by 30 October 2001 after which date the trustees may convey or distribute the assets having regard only to the claims of which they then have notice.

Dated 30 August 2001

MICHAEL BUTTERY
80 Elm Street, Northcote 3070.

Re: NOEL WILLIAM MURRAY, deceased. Creditors, next-of-kin and others having claims in respect of the estate of NOEL WILLIAM MURRAY, late of 12 Jubilee Street, Mount Waverley, Victoria, company director and civil engineer, who died on 3 January 2001, are to send particulars of their claims to the executors care of the undermentioned lawyers by 14 November 2001 after which date the executors will distribute the assets having regard only to the claims of which they then have notice.

MOORES LEGAL,
9 Prospect Street, Box Hill 3128.

Re: AUDREY BETTY DICKSON, late of 33 Griffith Street, Bacchus Marsh, widow, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 June 2001, are required by the trustees, David Michael Dickson of 1 Luton Court, Bacchus Marsh, office manager and Stephen Barton Dickson of 11 Pinnacle Crescent, Melton, technician, to send particulars to the trustees by 29 October 2001 after which date the trustees may convey or distribute the assets having regard only to the claims of which the trustees have notice.

PEARCE WEBSTER DUGDALES, solicitors,
379 Collins Street, Melbourne.

Re: ELSIE LETITIA FLORENCE BALAAM, late of Kingston Centre, Warrigal Road, Cheltenham, widow, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 June 2001, are required by the trustee, Thomas Joseph Edge of 1 Salvana Avenue, Mitcham, assistant systems administrator, to send particulars to the trustee by 29 October 2001 after which date the trustee may convey or distribute the assets having regard only to the claims of which the trustee has notice.

PEARCE WEBSTER DUGDALES, solicitors,
379 Collins Street, Melbourne.

ERNEST WILLIAM GRAF, late of 313 Punt Road, Prahran, Victoria 3181. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 May 2000, are required by Perpetual Trustees Consolidated Limited, (in the will

called National Mutual Trustees Limited), ACN 004 029 841 of 360 Collins Street, Melbourne, Victoria, to send particulars of their claims to the said company by 31 October 2001 after which date it will convey or distribute the assets having regard only to the claims of which the company then has notice.

Creditors, next-of-kin and others having claims in respect of the estate of KENNETH ARTHUR BOYLE, late of Salvation Army Inala Village, 220 Middleborough Road, Blackburn South, in the State of Victoria, retired, deceased, who died on 6 June 2001, are required to send particulars of their claims to the executor, Alan Boyle, care of the undermentioned solicitor by 31 October 2001 after which date he will distribute the estate of the deceased having regard only to the claims of which he then has notice.

PETER GARDINER, solicitor,
Office 1, 2 Colin Avenue, Warrandyte 3113.

SYDNEY ARTHUR LACEY, late of 23 Warner Avenue, Ashburton, Victoria, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 May 2001, are required by the trustees, Stanley James Lacey and Judith Ann Donovan, to send particulars of their claims to them care of the undersigned solicitors by 5 November 2001 after which date the trustees may convey or distribute the assets having regard only to the claims of which they then have notice.

PETER HASSETT & CO., solicitors,
1156 Toorak Road, Hartwell 3125.

GILES, GORDON HARLAND, late of 2 Fitzgibbon Crescent, Caulfield, Victoria, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 June 2001, are required by the trustee, Susan Elizabeth Adam of 36 Bath Street, Mornington, Victoria, to send particulars to her by 27 October 2001 after which date the trustee may convey or distribute the assets having regard only to the claims of which she then has notice.

STIDSTON & WILLIAMS WEBLAW,
solicitors,
309 Main Street, Mornington.

Creditors, next-of-kin and others having claims against the estate of GEORGE ALAN BITCON, late of 2/6 Belmont Avenue, Glen Iris, Victoria, accountant, deceased, who died on 8 February 2001, are required to send particulars of their claims to Joan Bitcon of 2/6 Belmont Avenue, Glen Iris, Victoria, home duties and Mitchell Christopher McKenzie, formerly of 3/99 Queen Street, Melbourne, Victoria, but now of 520 Bourke Street, Melbourne, Victoria, solicitor, the executors of the said deceased on or before 30 October 2001 after which date they will distribute the assets having regard only to the claims of which they then have notice.

TOLHURST DRUCE & EMMERSON,
solicitors,
520 Bourke Street, Melbourne.

Re: ETHEL IRIS ROBARDS, late of 403 Eastbourne Road, Rosebud, Victoria, home duties, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 25 May 2001, are required by the trustees, Kim Syme Price and Geoffrey Robert Nicholson, to send particulars to the trustees c/- the undermentioned solicitors by 29 October 2001 after which date the trustees may convey or distribute the assets having regard only to the claims of which the trustees have notice.

WRIGHT SMITHS, solicitors,
2 Seventh Avenue, Rosebud 3939.

In the County Court of the State of Victoria
SALE BY THE SHERIFF

On 5 October 2001 at 11.00 a.m. at the Sheriff's Office, 4th Floor, corner Fenwick & Little Malop Streets, Geelong, (unless process be stayed or satisfied).

All the estate and interest (if any) of Panco Dzindzeski, Iliya Dzindzeski and Milka Dzindzeski of 24 Potter Street, Craigieburn, proprietors of an estate in fee simple in Lot 51 on Plan of Subdivision 209427P and being the land described on Certificate of Title Volume 9831, Folio 805 upon which is erected Two Villa Units (incomplete) and known as 12 Viewbay Drive, Leopold.

Registered Caveat Nos. X150704R, X201698X and the covenant in Instrument T485332P affect the said estate and interest.

(unless process be stayed or satisfied)

All the estate and interest (if any) of Iliya Dzindzeski and Milka Dzindzeski of 24 Potter Street, Craigieburn, as shown on Certificate of Title as Iliya Dzindzeski and Milka Dzindzeski, proprietors of an estate in fee simple in the following properties:

- (a) Lot 52 on Plan of Subdivision 209427P and being the land described on Certificate of Title Volume 9831, Folio 806 upon which is erected one dwelling (complete) and the second dwelling (incomplete) and known as 14 Viewbay Drive, Leopold.

Registered Mortgage Nos. T876812M, X060932A, Caveat No. X201698S and the covenant in Instrument P897918E affect the said estate and interest.

- (b) Lot 53 on Plan of Subdivision 209427P and being the land described on Certificate of Title Volume 9831, Folio 807 upon which is erected two villa units as 16 Viewbay Drive, Leopold.

Registered Mortgage Nos. T876812M, X060932A, Caveat No. X201698S and the covenant in Instrument N870942R affect the said estate and interest.

Terms – Cash only

CW-01-005574-7

Dated 30 August 2001

S. BLOXIDGE
Sheriff's Office

Registered Mortgage Nos. R805903M, W733036N, Easement No. L829497E and the covenant contained in Instrument of Transfer No. 2376524 affect the said estate and interest.

Terms – Cash only

SW-00-010903-3

Dated 30 August 2001

S. BLOXIDGE
Sheriff's Office

In the Supreme Court of the State of Victoria
SALE BY THE SHERIFF

On 4 October 2001 at 2.30 p.m. at the Sheriff's Office, 8-20 King Street, Oakleigh, (unless process be stayed or satisfied).

All the estate and interest (if any) of Shelley Francis of 76 Pascoe Avenue, Kilsyth, as shown on Certificate of Title as Michelle Leah Francis, joint proprietor with Matthew Clifton Francis, of an estate in fee simple in the land described on Certificate of title Volume 8047, Folio 205 upon which is erected a dwelling known as 76 Pascoe Avenue, Kilsyth.

Unclaimed Moneys Act 1962

Register of Unclaimed Moneys held by the —

<i>Name of Owner on Books and Last Known Address</i>	<i>Total Amount Due to Owner</i>	<i>Description Of Unclaimed Money</i>	<i>Date when Amount first became Payable</i>
AUSTRALIAN GUARANTEE CORPORATION LIMITED			
	\$		
Amorlea Pty Ltd, 125 Kepler Street, Warrnambool	616.72	Cheque	03/09/99
Antal, Richard D., 5 Neptune Street, Mornington	120.73	"	07/03/99
Apted, Elizabeth S., 5/2 Pevensey Street, Geelong	233.07	"	06/08/99
Archer, Robin, 3 Fenton Avenue, Kew	111.64	"	28/08/99
Balston, Geoffrey,			
C/- Mansfield Lakeside Caravan Park, Mansfield	912.00	"	04/07/97
Blake, Anthony D. & Estate late Rona,			
C/- Henty Jepson & Kelly, PO Box 224, Collins Street West	537.76	"	30/09/99
Bland, Charles, 11 Alexander Street, South Yarra	1,067.50	"	01/12/99
Boles, Bernard, PO Box 106, Reservoir	1,127.60	"	31/12/99
Brett, Marjorie A., 3/15 Albert Crescent, Surrey Hills	241.97	"	30/11/99
Brew, Rodney D., 2/32 Dunblane Road, Noble Park	583.52	"	06/08/99
Byrne, Garry D., 10 Montalto Avenue, Toorak	104.81	"	31/12/99
Cavo Marketing, 29 Freeman Street, Yarraville	621.62	"	06/08/99
Caw Marketing, 29 Freeman Street, Yarraville	621.36	"	"
Chapman, Vincent James, 3/3 Augustine Drive, Highton	433.06	"	03/09/99
Charles, Sean A., 3/5 Carrum Street, Chadstone	525.40	"	06/08/99
Chau, Minh V., 17 Davanlo Avenue, Clayton South	299.84	"	"
Chiron Technologies, 11 Duerdin Street, Clayton	859.50	"	14/05/99
Clark, Veronica L., 37 Nareland Drive, Hampton Park	303.76	"	06/08/99
Clarkson, David S., 1/12 Hamilton Road, Bayswater	258.11	"	04/09/99
Clissold, Estate late Irene, C/- 38 Maysia Street, Canterbury	835.74	"	07/01/00
Connell, Liesl K., 50 Park Crescent, Kew	311.83	"	06/08/99
Conssidine, Rachel E., 19/53 De Carle Street, Brunswick	300.00	"	17/12/99
Corkeron, Angela V., 13 Berty Street, Newport	115.00	"	14/10/99
Crough, Stephen A., 182 Cashmere Street, Ascot Vale	150.91	"	07/09/99
Danks, Irene, C/- Carole Brown & Margaret De Bono			
22 Scott Street, Vermont	740.00	"	31/12/98
Delzoppo, Dean M., 2/29 Kelly Street, Diamond Creek	100.91	"	06/08/99
Fantgatua, Viliami S.,			
Site 74, Nogo Caravan Park, Emerald, Qld	348.50	"	"
Flynn & Lorraway, Mark & Sheridan,			
15 Pioneer Bay Apartment, St Martins, Qld	125.00	"	"
Frazer, Derek, Graham & Agnes, 18 Bunnnett Rd, Knoxfield	107.37	"	11/08/99
Geyer Design Pty Ltd, 259 Collins Street, Melbourne	1,812.67	"	03/09/99
Graves, Geoffrey R., 22 Pine Street, Brighton	242.52	"	07/09/99
Griove, Francis, 103 Cardigan Street, Wendouree	1,247.64	"	30/09/99
Hancock, Ethel, 1/352 Toorak Road, South Yarra	127.18	"	31/12/99
Harding, Barry E., 24 Kumala Road, Bayswater	300.01	"	17/12/99
Helms, Kevin Thomas,			
Corner 15th Street & Dewry Avenue, Irymple South	505.87	"	14/05/99

Hill, Phyllis M., 3/10 Eight Street, Parkdale via Mentone	116.26	"	23/11/99
Holland, Melissa T., 6/10-12 Bellingham Street, Leongatha	232.20	"	22/07/99
Kenna, Christine M., 173 Swan Street, Richmond	200.00	"	06/08/99
Kentlex Pty Ltd, 303/107 Beach Road, Port Melbourne	400.00	"	03/09/99
Labarea, Veronica, 10/25 Spring Road, Springvale South	450.23	"	20/01/00
Lammit, Toanne & Mark, 1/5 Hayley Court, Mill Park	169.37	"	06/08/99
Lee, Janet, 1/60 Abbotsford Street, Abbotsford	123.99	"	03/12/99
Love, Naomi, C/- Box 615, Market Street, Melbourne	295.00	"	12/08/99
LRH Automotive Services Ltd, 39 New Street, Frankston	125.00	"	14/05/99
Marshall, Peter William, 7 Grenville Street, Daylesford	431.84	"	"
McDermott, Christopher, 17 Botanic WE, Mont Albert	407.86	"	03/12/99
McMichan, Janice E., C/- K. Slattery, 6th Floor, 128 Exhibition Street, Melbourne	229.75	"	20/09/91
Miga Nominees, 23 Dorrigo Drive, Boronia Heights	357.44	"	31/08/99
Moran, Shirley, 1/19 Ebdale Street, Frankston	740.00	"	30/09/99
Newman, Grant & Lisa, 1/30 Hadley Street, Frankston	261.93	"	07/09/99
Niklas, Adam, 6 Jay Rise, Berwick	803.06	"	14/05/99
Nikolic, Peter V., 26 Tasman Avenue, Deer Park	159.44	"	07/09/99
Nur, Raage, 35 Oak Street, East Preston	149.07	"	06/08/99
O'Brien, Aaron J., 10/43 Ballarat Road, Footscray	154.21	"	"
Opacak, Niko D., 15 Darriwill Street, Best Post Hill	1,198.00	"	07/09/99
Paterson, David, 28 Heacham Road, Eltham North	136.74	"	"
Pavano, Salvatore, 42 Fastnet Drive, Taylors Lake	735.90	"	06/08/99
Perpetual Trustee as trustee for Godfrey Weston (Financial Admin Services A/c Currey DB03750), Level 14/50 Queen Street, Melbourne	121.90	"	27/07/99
Pollack, Robert A., 42 Shephers Street, Surry Hills	225.25	"	06/08/99
Pontt, Nigel M., 111A Spring Street, Reservoir	121.06	"	"
Power Line Management Systems, 42 Koornang Road, Scoresby	856.54	"	03/09/99
Prosser, David A., 11 Naomi Court, Bayswater	360.84	"	28/01/00
Qjang, Mi, 10/23 Darling Street, South Yarra	467.13	"	22/07/99
Ralph, Mavis C., PO Box 163, Rosanna	590.00	"	11/01/00
Robert Angus Demolitions Pty Limited, 30 Point Henry Road, Moolap	743.60	"	14/05/99
Rome, Paul J., 70 Fransic Street, Bairnsdale	146.93	"	22/07/99
Sage, Terry & Suzanne, 31/340 Beaconsfield Parade, St Kilda	468.12	"	06/08/99
Shamoon, Naji G., 5/37 Saunders Street, Coburg	229.73	"	20/01/00
Springford, Terry A., 439 Mt Dandenong Road, Sassafra	221.02	"	07/01/00
Stanie & Gechanowica, Loran & Barbara, 9 Howen Court, Norlane	744.71	"	06/08/99
Stanvik Pty Ltd, 48 McGregor Street, Middle Park	2,402.19	"	13/05/99
Stoney, Dorothy M., PO Box 231, Hamilton	409.65	"	27/03/99
Towing & Service Contractors, PO Box 76, Balwyn	221.86	"	09/08/99
Tran, Thanh N., 16/90 Brunswick Street, Brunswick	179.90	"	06/08/99
Tulip Grace Pty Ltd Superannuation Fund, 305 Sydney Road, Coburg	830.23	"	18/06/99
Unknown	101.64	"	05/08/99
Unknown	129.42	"	15/07/99
Unknown	200.00	"	10/08/99
Unknown	208.63	"	15/07/99
Unknown	208.71	"	10/08/99
Unknown	344.42	"	"

Unknown	354.90	”	15/07/99
Unknown	430.00	”	”
Unknown	562.10	”	10/08/99
Unknown	580.29	”	15/07/99
Unknown	787.40	”	”
Voytov, Natalia, 1/111 Grosvenor Street, East St Kilda	211.14	”	07/01/00
Vu, Tuan A., 13 Maryvale Street, Sunshine	146.37	”	07/09/99
Wilson, Gladys A., 2 Tea Tree Court, Mortlake	477.50	”	31/12/97
Wiltshire, Deborah Jane, 8/95 Fitzroy Street, St Kilda	411.54	”	03/09/99
Wright, Douglas Andrew, Level 4/150 Alvert Road, South Melbourne	1,188.18	”	14/05/99
Yeap, Lam H., 9 Kembla Street, Hawthorn	120.43	”	03/11/99

01213

CONTACT: PETER HUNT, PHONE: (02) 9842 3377.

**GOVERNMENT AND OUTER BUDGET SECTOR AGENCIES
NOTICES**

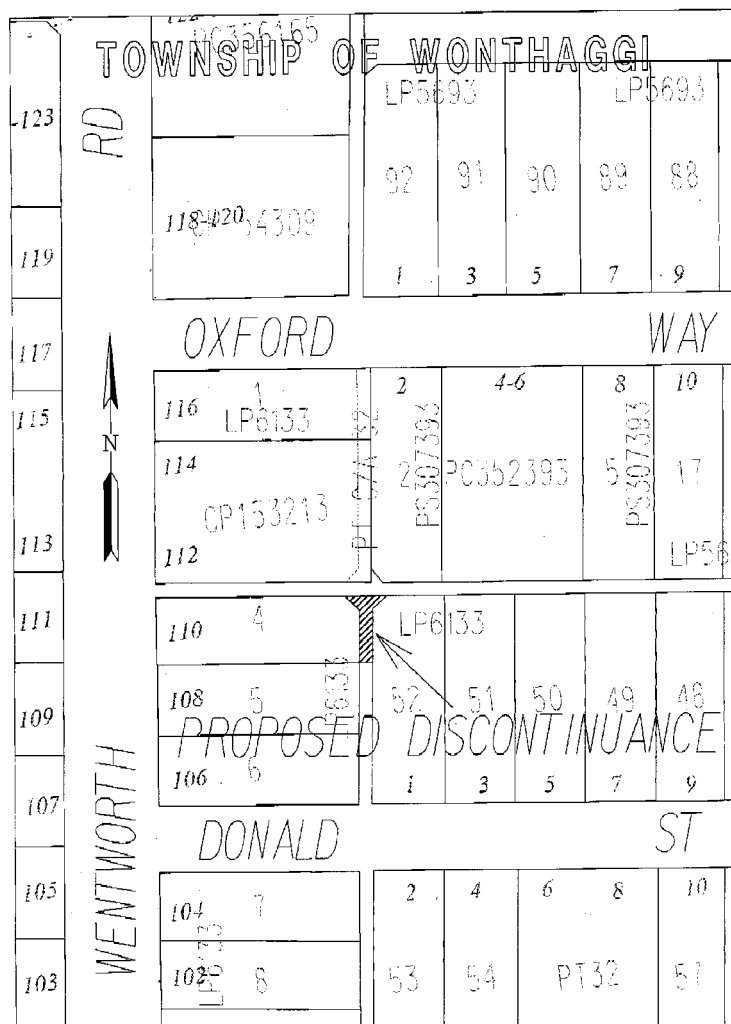
BASS COAST SHIRE COUNCIL

Road Discontinuance

Laneway rear of Lot 4 LP 6133

Wentworth Road, Township of Wonthaggi

Under Section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989**, the Bass Coast Shire Council at its ordinary meeting held on 15 August 2001 formed the opinion that the portion of road shown hatched on the plan below is not reasonably required as a road for public use and resolved to discontinue the portion of road and to sell the land from the portion of road to the abutting owner subject to any right, power or interest held by South Gippsland Water Authority and Council in the road in connection with any sewers, drains, pipes, wires or cables under the control of those authorities in or near the road.

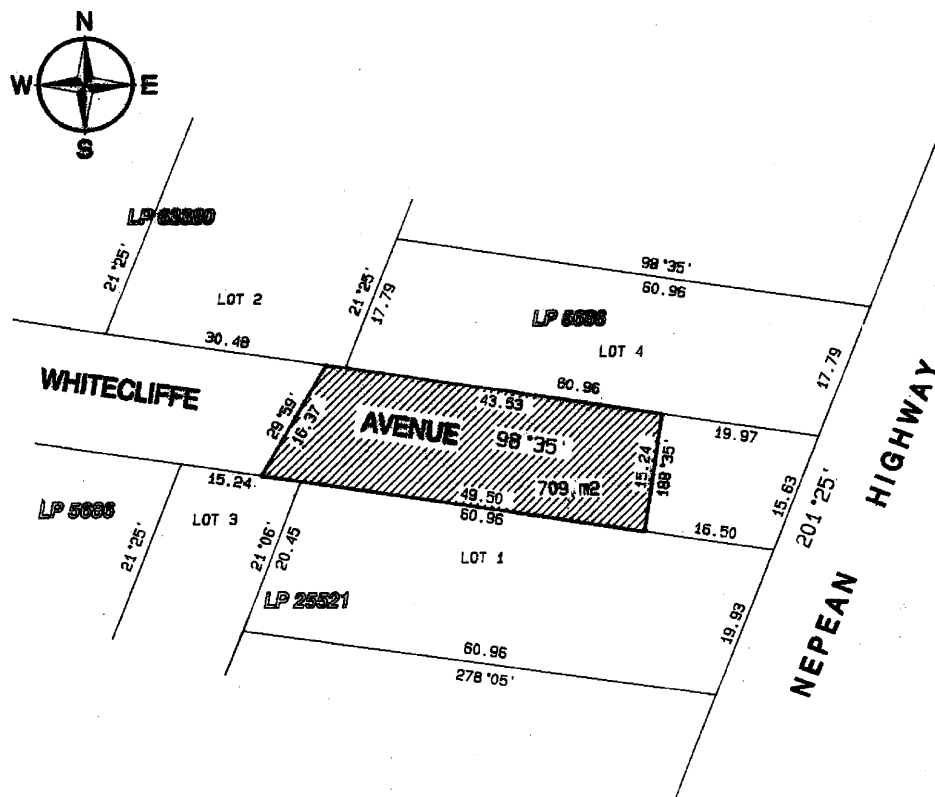


ALLAN BAWDEN
Chief Executive Officer



DISCONTINUANCE AND SALE OF PART OF WHITECLIFFE AVENUE FRANKSTON

Notice is hereby given that the Frankston City Council at its meeting held on Monday 20 August 2001, being of the opinion that the section of Whitecliffe Avenue, Frankston as shown hatched on Council Plan No. M 621 below, is not required for public use and having complied with the provisions of Clause 3 of Schedule 10 of the **Local Government Act 1989** (the Act) resolved that the said section of Whitecliffe Avenue be discontinued and sold by private treaty to the owner of 624 Nepean Highway, Frankston.



STEVE DALTON
General Manager
Corporate and Governance Services

STONNINGTON CITY COUNCIL

Road Discontinuance

At its meeting on 6 August 2001 and acting under clause 3 of Schedule 10 to the **Local Government Act 1989** Stonnington City Council resolved to discontinue the road shown hatched on the plan below.

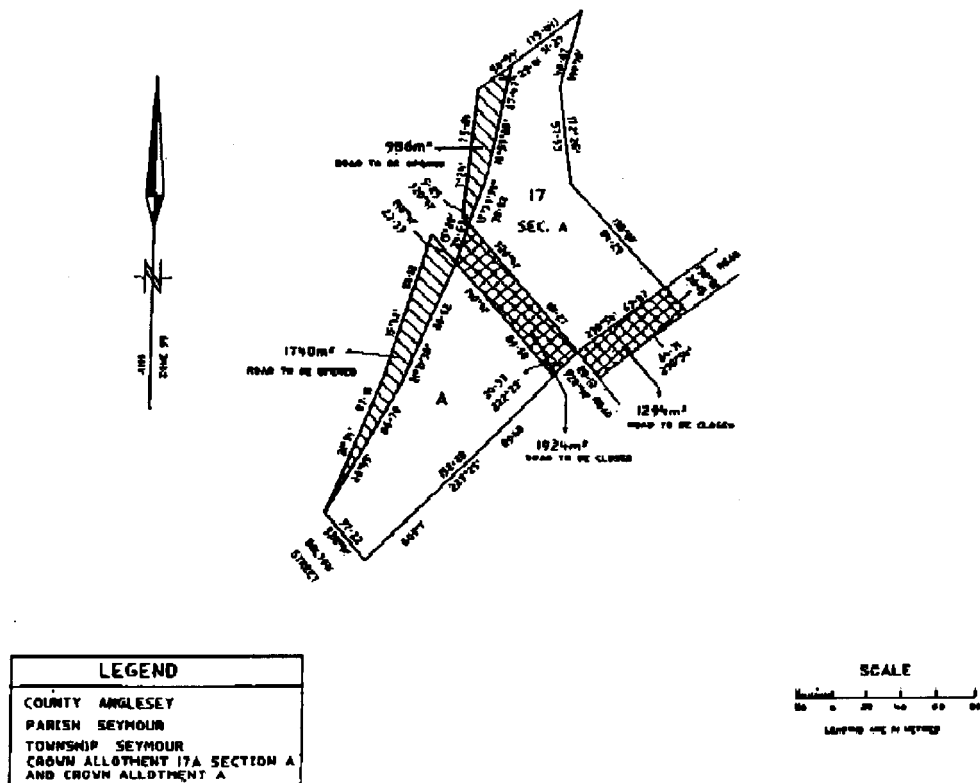
The road is to be sold subject to any rights, power or interest held by Stonnington City Council in the road in connection with any sewers, drains or pipes under the control of that authority in or near the road.



MARK W. JOHNSTON
Chief Executive Officer



The land being exchanged will comprise part of the Goulburn River Walking Trail project and the Minister for Environment and Conservation has approved the arrangement.



GARRY CECIL
Chief Executive Officer



NOTICE OF MAKING LOCAL LAW 7 – ENVIRONMENT

Notice is hereby given that the Wodonga Rural City Council, at its meeting on 12 June 2001, resolved to amend Local Law No. 4 – Environment, pursuant to the provisions of the **Local Government Act 1989**.

The purpose of the amendments is to improve the effectiveness of the Local Law, particularly in relation to the issue of permits to burn material in the open. In addition, some typographical errors have been corrected, and minor changes have been included to enable penalty infringement notices to be issued in certain circumstances. The most appropriate method of enacting these amendments is to make a new Local Law No. 7.

The purpose and general purport of this Local Law is as follows:–

Local Law 7 – Environment

- to enhance the public safety and community amenity within the Municipal District; and
- to prohibit, regulate and control activities which may be dangerous or unsafe or detrimental to the quality of life in an environment of the municipal district; and

- c. to facilitate the provision of general public services, health and other community services, property services, recreational and cultural services, and other services in a way which enhances the environment and quality of life in the municipal district; and
- d. to control nuisances and noise, odour and smoke emissions, and other discharges to the environment which may adversely affect the enjoyment of life within the municipal district or the health, safety and welfare of persons within the municipal district; and
- e. in a way which is consistent with, and in furtherance of, the objectives specified in paragraphs (a) to (d) of this clause to prohibit, regulate and control activities and circumstances associated with:
 1. smoke emission, particularly emission from burning material; and
 2. the use of recreational vehicles, particularly recreational vehicles which are not used on appropriate land or reserves or which emit excessive noise or air pollution; and
 3. dangerous and unsightly land; and
 4. advertising and bill posting; and
 5. camping; and
 6. animals, including animal numbers and the keeping and control of animals; and
 7. disposal of waste including behaviour associated with tips; and
- f. to provide for the peace order and good government of the municipal district; and
- g. to provide for the administration of Council's powers and functions; and
- h. to revoke Local Law No. 4 – Environment.

A copy of the Local Law is available for inspection at the Civic Centre Customer Service counter, 90 Hovell Street, Wodonga.

Any persons affected by the making of this Local Law may make a submission under Section 223 of the **Local Government Act 1989**, and can nominate to be heard in support of their submission.

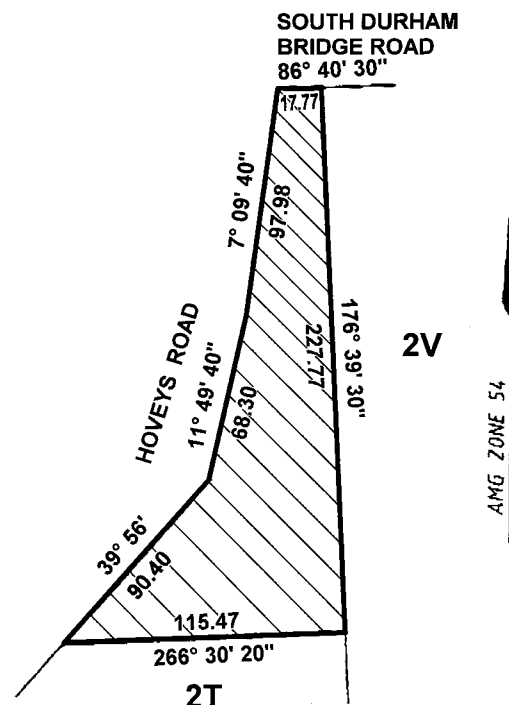
Submissions must be received within 14 days of the date of publication of this notice.

PETER MARSHALL
Chief Executive Officer

GOLDEN PLAINS SHIRE

Discontinue Part of a Road

Pursuant to section 206 and schedule 10, clause 3 of the **Local Government Act 1989**, the Golden Plains Shire Council at its ordinary meeting held on 26 July 2001, formed the opinion that the portion of road west of Crown Allotment 2V Parish of Enfield and shown by hatching on the plan below, is not reasonably required as a road for public use and resolved to discontinue that part of the road and to enable the sale of the land to the abutting property owner.



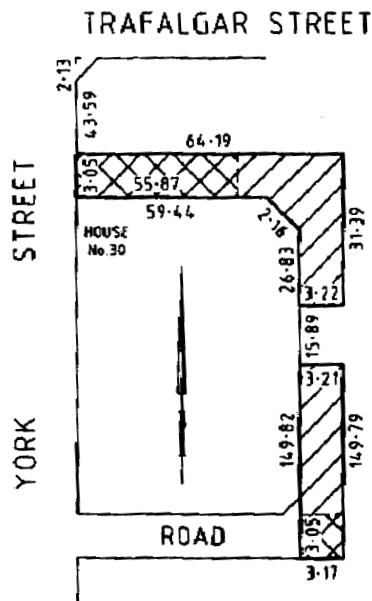
ROD NICHOLLS
Chief Executive Officer

WHITEHORSE CITY COUNCIL

Road Discontinuance

Under Section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989** the Whitehorse City Council at its Ordinary meeting held on 24 April 2001 formed the opinion that the road shown hatched and cross-hatched on the plan below is not reasonably required as a road for public use and has resolved to discontinue the road and to sell

the land from the road by private treaty subject to any right, power or interest held in the road by the Melbourne Water Corporation (Yarra Valley Water Ltd) in respect to the sections shown cross-hatched on the plan and the Whitehorse City Council in respect to the sections shown hatched and cross-hatched on the plan, in connection with any sewers, drains, pipes, wires or cables under the control of those authorities in or near the road.



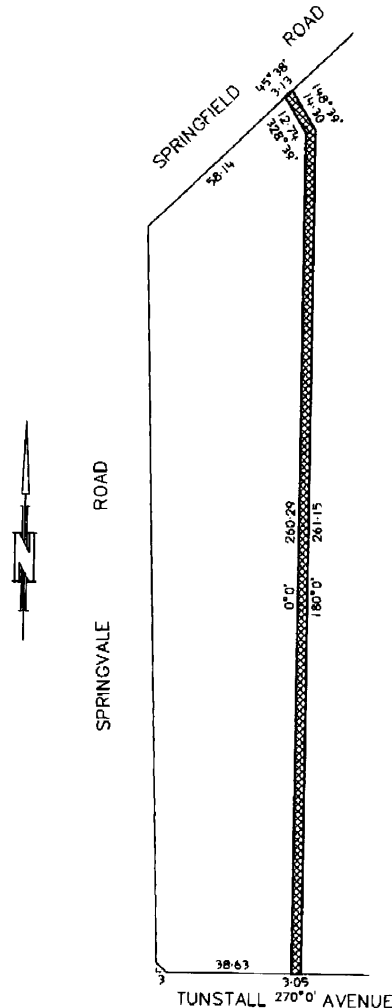
NOELENE ANNE DUFF
Chief Executive Officer

WHITEHORSE CITY COUNCIL

Road Discontinuance

Under Section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989** the Whitehorse City Council at its Ordinary meeting held on 6 August 2001 formed the opinion that the road shown cross-hatched on the plan below is not reasonably required as a road for public use and has resolved to discontinue the road and to sell the land from the road by private treaty subject to any right, power or interest held in the road by the Whitehorse City Council and the Melbourne Water Corporation (Yarra Valley Water Ltd) in

connection with any sewers, drains, pipes, wires or cables under the control of those authorities in or near the road.



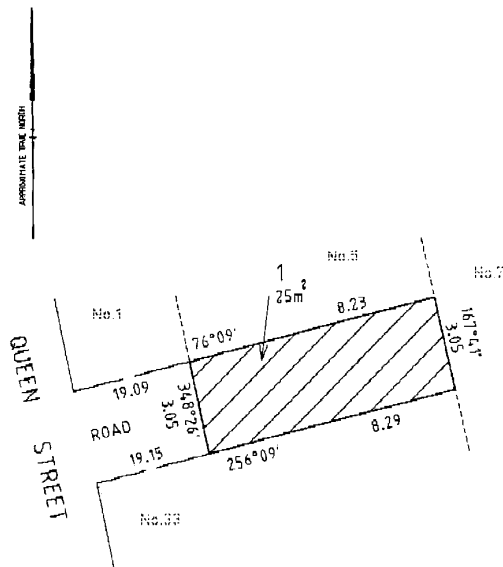
NOELENE ANNE DUFF
Chief Executive Officer



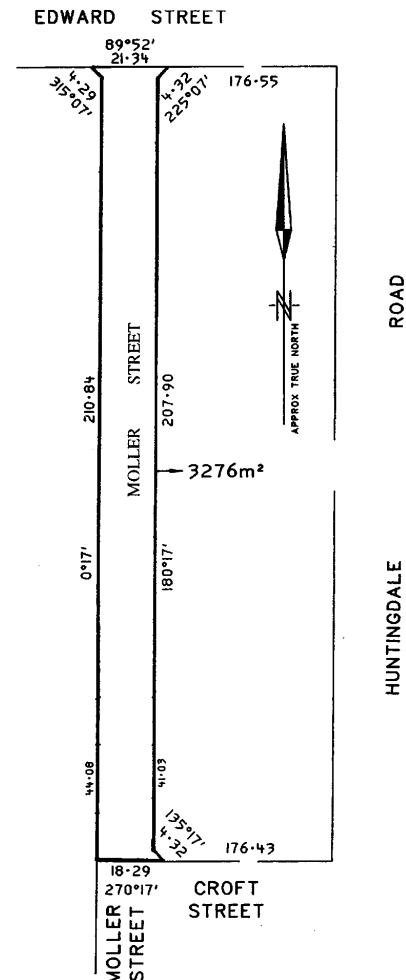
DISCONTINUANCE OF LANE ADJACENT TO 33 QUEEN STREET, MORNINGTON

Pursuant to Section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989**,

the Mornington Peninsula Shire Council has formed the opinion that part of the lane adjacent to 33 Queen Street, Mornington, as shown hatched on the plan below, is not reasonably required as a road for public use. Council has resolved to discontinue the road and to sell the land from the road to the adjoining owner by private treaty, subject to any right, power or interest held by South East Water Pty Ltd in connection with any sewers, pipes or cables under the control of this authority in or near the road.



MICHAEL KENNEDY
Chief Executive Officer



DAVID CONRAN
Chief Executive Officer

MONASH CITY COUNCIL Road Discontinuance

At its meeting on 24 May, 2001 and acting under Clause 3 of Schedule 10 to the **Local Government Act 1989**, Monash City Council ("Council"):

1. Formed the opinion that part of road, bounded by Edward Street and Croft Street Oakleigh and being the land enclosed within the thick black lines on the plan below ("the road"), is not reasonably required as a road for public use; and
2. Resolved to discontinue the road.



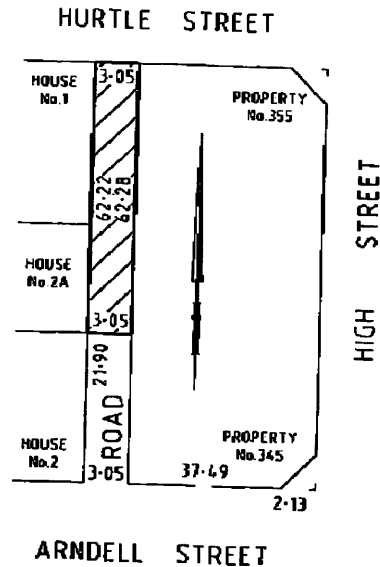
City of Whittlesea

ROAD DISCONTINUANCE

Adjoining Properties 1 Hurtle Street,
349, 351, 355 High Street, Lalor
2A Arndell Street and 345 High Street,
Thomastown

At its meeting on 7 August 2001 and acting under Clause 3, Schedule 10 of the **Local Government Act 1989** Whittlesea City Council resolved to discontinue the portion of road

shown hatched on the plan below and to sell the land from the road by private treaty.



GRAEME BRENNAN
Chief Executive Officer

Planning and Environment Act 1987
WHITEHORSE PLANNING SCHEME
Notice of Amendment

Amendment C12

The land affected by the Amendment is 1 to 5 Valerie Court, 9-15 Justina Close and a Reserve on the south-west corner of Scarborough Road and Justina Close, Vermont South.

The Amendment proposes to correct a mapping error that occurred during the approval of the new format Whitehorse Planning Scheme and proposes to include seven residential properties in a Residential 1 Zone and an open space reserve in a Public Park and Recreation Zone.

You may inspect the Amendment, and any documents that support the Amendment, and the explanatory report about the Amendment at the office of the planning authority, Whitehorse City Council, and at the Department of Infrastructure at the following addresses: The City of Whitehorse, Statutory Planning Office, Service Centre, 379 Whitehorse Road, Nunawading and Department of Infrastructure, Customer Service Centre, Level 3 Plaza, Nauru House, 80 Collins Street, Melbourne.

All libraries and the Service Centres at Box Hill and Forest Hill. (Please note that the Box Hill Library will be closed from 3 September to 9 September 2001, for renovations).

This can be done during office hours and is free of charge.

Any person who may be affected by the Amendment may make a submission to the planning authority.

Any submission about the Amendment must: Be made in writing, giving the submitter's name, address and, if practicable, a phone number for contact during office hours. Set out the views on the Amendment, that the submitter wishes to put before Council and indicate what changes (if any) the submitter wishes to be made to the Amendment. State whether the person/s making the submission wishes to be heard in support of their submission.

The closing date for submissions is 1 October 2001. A submission must be sent to: Mr Gerard Gilfedder, Co-ordinator Planning Projects, City of Whitehorse, Locked Bag 2, Nunawading Delivery Centre, Vic. 3110.

Planning and Environment Act 1987
WHITEHORSE PLANNING SCHEME
Notice of Amendment

Amendment C31

The land affected by the Amendment is the former St Leo's College site at 15 Hay Street, Box Hill South, located on the eastern side of Hay Street, south of Canterbury Road.

The Amendment proposes to rezone the land from a Special Use 1 Zone to a Residential 1 Zone and include the land in a Development Plan Overlay to allow the development of a maximum of 300 dwellings. The effect of the Development Plan Overlay is that, while buildings and works will require a planning permit, they will be exempt from a planning application from public notice and third party appeal rights. The Amendment request is supported by a written submission and plans.

The person who requested the Amendment is S. B. Planning on behalf of Becton Corporation.

You may inspect the Amendment, and any documents that support the Amendment, and the

explanatory report about the Amendment at the office of the planning authority, Whitehorse City Council, and at the Department of Infrastructure at the following addresses: The City of Whitehorse, Statutory Planning Office, Service Centre, 379 Whitehorse Road, Nunawading and Department of Infrastructure, Customer Service Centre, Level 3 Plaza, Nauru House, 80 Collins Street, Melbourne.

All libraries and the Service Centres at Box Hill and Forest Hill. (Please note that the Box Hill Library will be closed from 3 September to 9 September 2001, for renovations).

This can be done during office hours and is free of charge.

Any person who may be affected by the Amendment may make a submission to the planning authority.

Any submission about the Amendment must: Be made in writing, giving the submitter's name, address and, if practicable, a phone number for contact during office hours. Set out the views on the Amendment, that the submitter wishes to put before Council and indicate what changes (if any) the submitter wishes to be made to the Amendment. State whether the person/s making the submission wishes to be heard in support of their submission.

The closing date for submissions is 1 October 2001. A submission must be sent to: Mr Gerard Gilfedder, Co-ordinator Planning Projects, City of Whitehorse, Locked Bag 2, Nunawading Delivery Centre, Vic. 3110.

Planning and Environment Act 1987
GREATER GEELONG PLANNING SCHEME
Notice of Amendment

Amendment C33

Notice of an Application for Planning Permit
Application 87/01

The land affected by the Amendment is bounded by Settlement, Barwon Heads and Roslyn Roads, Belmont.

The land affected by the application is bounded by Settlement, Barwon Heads and Roslyn Roads, Belmont.

The Amendment proposes to rezone the land from Residential 1 zone to Industrial 1 zone.

The application is for a permit to use the land for motor vehicle sales and construct a service and spare parts building.

The person who requested the Amendment and the applicant for the permit is Geelong City Motors.

You may inspect the Amendment and the application; and any documents that support the Amendment and the application; and the explanatory report about the Amendment and application at City of Greater Geelong, Ground Floor, 131 Myers Street, Geelong 3220; Department of Infrastructure, Office of Planning, 180 Fyans Street, South Geelong 3219 and Department of Infrastructure, Level 3 Plaza, Nauru House, 80 Collins Street, Melbourne 3000.

This can be done during office hours and is free of charge.

Any person who may be affected by the Amendment or by the granting of the permit may make a submission to the planning authority.

The closing date for the submission is Monday 2 October 2001. A submission must be addressed to Ian McCartney, City of Greater Geelong, PO Box 104, Geelong 3220.

IAN MCCARTNEY
Co-ordinator Strategic Planning

Planning and Environment Act 1987

YARRA PLANNING SCHEME

Notice of Amendment

Amendment C26

Notice of an Application for Planning Permit

Permit Application No. PL01/0386

The land affected by the Amendment is: 269–273 St Georges Road, North Fitzroy (more particularly described in Certificate of Title Volume 10287, Folio 137); 111–123 Fergie Street, North Fitzroy (more particularly described in Certificate of Title Volume 9792, Folio 865); 125 Fergie Street, North Fitzroy (more particularly described in Certificate of Title Volume 8191, Folio 905); 130 Park Street, North Fitzroy (more particularly described in Certificate of Title Volume 8191, Folio 906); and 132–134 Park Street, North Fitzroy (more particularly described in Certificates of Title Volume 8955, Folio 589 and Volume 3427, Folio 292).

The land affected by the application is: 111–123 Fergie Street, North Fitzroy. The land affected by the application is more particularly described in Certificate of Title Volume 9792, Folio 865).

The Amendment proposes to: Rezone the subject land from the Business 3 Zone to the Mixed Use Zone and include the land in the Environmental Audit Overlay.

The application is for a permit to allow: Demolition of the existing buildings and construction of nine (9) three storey high dwellings with home occupation use within each dwelling.

The person who requested the Amendment and the applicant for the permit is: Contour Consultants Australia Pty Ltd, who are acting on behalf of Residential Holdings Pty Ltd, the owners of the land at 111–123 Fergie Street.

You may inspect the Amendment and the application; any documents that support the Amendment and the application; and the explanatory report about the Amendment and the application at the offices of the planning authority, the City of Yarra and the Department of Infrastructure at the following addresses: Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne 3000; City of Yarra, Richmond Town Hall, 333 Bridge Road, Richmond 3121 and City of Yarra, Collingwood Town Hall, 140 Hoddle Street, Abbotsford 3067.

This can be done during office hours and is free of charge.

Any person who may be affected by the Amendment or by the granting of the permit may make a submission to the planning authority.

The closing date for submissions is 1 October 2001. A submission must be sent to: Tracy Watson, Senior Strategic Planner, City of Yarra, PO Box 168, Richmond, Vic. 3121.

You can view the City of Yarra website at www.yarracity.vic.gov.au

PETER GASCHK
Manager Urban Planning

Planning and Environment Act 1987
STRATHBOGIE PLANNING SCHEME
Notice of Amendment
Amendment C11

Notice of an Application for Planning Permit
Permit Application No. P 79/2001

The land affected by the Amendment is: Lot 2 on PS 300732K, Old Hume Highway, Euroa, bounded by Walters Road, Hume Freeway, Old Hume Highway and a Government Road.

The land affected by the application is: Lot 2 on PS 300732K, Old Hume Highway, Euroa, bounded by Walters Road, Hume Freeway, Old Hume Highway and a Government Road.

The Amendment proposes to: Rezone the land from Rural Zone to Low Density Residential Zone. Amend the wording in the Municipal Strategic Statement and the Local Policy Framework to better reflect the new Low Density Residential area.

The application is for a permit to subdivide the land into 67 residential lots.

The person who requested the Amendment and the applicant for the permit is Vic Properties (C/- Tomkinson P/L).

You may inspect the Amendment and the application, and any documents that support the amendment and the application, and the explanatory report about the Amendment and application, free of charge during office hours at: Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne; Department of Infrastructure, North Eastern Region, 50–52 Clarke Street, Benalla; Strathbogie Shire Council, Cnr Binney and Bury Streets, Euroa.

Submissions in writing about the Amendment must be sent to the Chief Executive Officer, Strathbogie Shire Council, PO Box 177, Euroa 3666 by 1 October 2001.

Planning and Environment Act 1987
STRATHBOGIE PLANNING SCHEME
Notice of Amendment
Amendment C13

Strathbogie Shire Council has prepared Amendment C13 to the Strathbogie Planning Scheme.

The land affected by the Amendment is: Crown Allotment 16 (CP 112953), Section 40, Railway Street, Euroa, being an existing paved car park owned by the relevant railway authority. The land is located at the northern end of the Euroa Business District, on the north western side of Railway Street and adjoins the railway station grounds and the main North Eastern Railway line.

The Amendment proposes to: Rezone the site from a Public Use Zone 4 (Transport) to a Business 1 Zone.

You may inspect the Amendment and the application, and any documents that support the Amendment and the application, and the explanatory report about the Amendment and application, free of charge during office hours at: Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne; Department of Infrastructure, North Eastern Region, 50–52 Clarke Street, Benalla; Strathbogie Shire Council, Cnr Binney and Bury Streets, Euroa.

Submissions in writing about the Amendment must be sent to the Chief Executive Officer, Strathbogie Shire Council, PO Box 177, Euroa 3666 by 1 October 2001.

Creditors, next-of-kin and others having claims against the following estates:—

JOHN STANLEY ASHWELL, late of Judge Book Nursing Home, 43 Diamond Street, Eltham, pensioner, deceased intestate, who died 25 July 2001.

PHYLLIS BAKER, late of 6 Thurloo Street, Chadstone, home duties, deceased, who died 5 August 2001, leaving a will dated 23 September 1980.

MARIE KATHLEEN ROSE BOLITHO, late of Hurlingham Nursing Home, 68 Union Street, Brighton, retired, deceased, who died 8 July 2001.

LEONARD FRANKLIN, late of 7/10 Schild Street, Yarraville, pensioner, deceased intestate, who died 20 March 2001.

ALFRED WILLIAM HARWOOD, late of Abbeyfield House, 17 Brougham Street, North Melbourne, retired, deceased, who died 25 May 2001.

RODNEY JOHN O'CONNELL, late of St Theresa's Private Nursing Home, 10 Geelong Road, Footscray, retired, deceased intestate, who died 9 October 2001.

CHARLES JAMES RAWLINGS in the will called Charles Rawlings, late of Unit 9, 51 Brougham Street, North Melbourne, pensioner, deceased, who died 2 August 2001, leaving a will dated 27 January 2000.

WILLIAM VANDENBERG, late of 78 Alexandra Street, Greensborough, retired, deceased, who died 31 July 2001.

Creditors, next-of-kin and others having claims against the abovementioned estates are required pursuant to Section 33 of the **Trustee Act 1958** to send particulars of their claims against the abovementioned estates to State Trustees Limited, 168 Exhibition Street, Melbourne, Victoria, on or before 2 November 2001 after which date State Trustees Limited, ACN 064 593 148, may convey or distribute the assets of the abovementioned estates having regard only to the claims of which it then has notice.

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ACN 064 593 148, 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 2 November 2001 after which date State Trustees Limited may convey or distribute the assets having regard only to the claims of which State Trustees Limited then has notice.

BOLITHO, Alfred, formerly of 30 Harold Street, Glenroy, but late of Salisbury House Private Nursing Home, Salisbury Road, Upper Beaconsfield, pensioner, who died 6 April 2001.

BRUVELS, Margaret Isobel, formerly of 59 Moore Street, Ararat, but late of Eildon Nursing Home, 17 Derwent Street, Ringwood, pensioner, who died 7 August 2001.

COLLING, Jean Laura, late of Unit 3, 56 Truman Street, Kingsville, retired, who died 19 July 2001.

CZERKAWSKI, Henry Stefan, late of Salisbury House Private Nursing Home, Salisbury Road, Upper Beaconsfield, retired, who died 30 June 2001.

DOLAN, James Dennis, also known as James Denis Dolan, late of 67 Blackwood Street, Carnegie, shop proprietor, who died 12 June 2001.

GIESE, Werner Albert Robert, late of 2/4 Burnett Street, St Kilda, retired clerk, who died 30 June 1998.

GILBERT, Amy Myrtle, late of 25 Rupert Street, Footscray West, home duties, who died 23 May 2001.

IZSAKY, Edith, also known as Edith Keresztes, late of Flat 18, 3–25 Hanover Street, Fitzroy, retired, who died 23 February 2001.

JOHNSON, Annie Irene, formerly of 16 Cornwell Road, Sunshine, but late of Oaks Nursing Home, 5 Neil Street, Gisborne, pensioner, who died 7 May 2001.

KAMVISSIS, Anastasios, late of Unit 5, Kew Residential Services, Princess Street, Kew, pensioner, who died 1 May 2001.

LEWIS, Gladys Amy Lydia, formerly of 64 Albert Avenue, Boronia, but late of 16 Stewart Street, Boronia, retired, who died 30 October 2000.

MATTHEWS, Grace Margaret Caroline Agnes, late of Inala Village, 138 Kooluna Court, Middleborough Road, Blackburn South, widow, who died 23 April 2001.

ROSE, Eric John, late of 36 Bannerman Avenue, Greensborough, pensioner, who died 2 July 2001.

Dated at Melbourne, 24 August 2001

CATHY VANDERFEEN
Manager, Estate Management
State Trustees Limited

EXEMPTION

Application No. A265 of 2001

The Victorian Civil and Administrative Tribunal has considered an application pursuant to Section 83 of the **Equal Opportunity Act 1995** by the Prahran Mission. The application for exemption is to enable the applicant to advertise for and employ Female Personal Care Workers for the Prahran Mission – Community Aged Care Program.

Upon reading the material submitted in support of the application the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 13, 100 and 195 of the Act to enable the applicant to advertise for and employ Female Personal Care Workers for the

Prahran Mission – Community Aged Care Program.

In granting this exemption the Tribunal noted:

- The Prahran Mission under the auspices of a Commonwealth Funded Community Aged Care Program employs three female and two male Personal Care Workers for the provision of a variety of home services for frail elderly clients. The service has a special focus on frail elderly clients living with a psychiatric disability.
- Personal carers provide a range of services which include the core service of assisting clients with personal care tasks, which include showering, dressing and sometimes assistance with toileting.
- The Aged Care Program has 45 funded places, out of the 45 clients there are 30 female clients of average age 85 years.
- An increase in the number of female Personal Care Workers would allow the applicant to maintain the advantages it currently has with its clients and to expand its personal care services to frail elderly women clients.

The Tribunal hereby grants an exemption to the applicant from the operation of Sections 13, 100 and 195 of the Equal Opportunity Act 1995 to enable the applicant to advertise for and employ Female Personal Care Workers for the Prahran Mission – Community Aged Care Program.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 29 August 2004.

Dated 22 August 2001

Mrs A. COGHLAN
Deputy President

Public Holidays Act 1993

NOTICE OF SUBSTITUTED PUBLIC HOLIDAY

I, Marsha Thomson, Minister for Small Business, under section 8 of the **Public Holidays Act 1993** –

- (a) declare that Australia Day, Saturday 26 January 2002, shall not be a public holiday; and

- (b) appoint Monday 28 January 2002 as a public holiday to apply throughout the whole of the State and to all persons to whom and bodies to which the Act applies.

Dated 22 August 2001

MARSHA THOMSON MP
Minister for Small Business

Private Agents Act 1966

NOTICE OF RECEIPT OF APPLICATIONS FOR LICENCES UNDER THE PROVISIONS OF THE **PRIVATE AGENTS ACT 1966**

I, the undersigned, being the Deputy Registrar of the Magistrates' Court at Melbourne hereby give notice that applications, as under, have been lodged for hearing by the said Court on the date specified.

Any person desiring to object to any of such applications must:—

- (a) lodge with me a notice in the prescribed form of his objection and of the grounds thereof;
- (b) cause a copy of such notice to be served personally or by post upon the applicant at least three days before the hearing of the application; and
- (c) send or deliver
 - (i) where the objection is not made by the officer in charge of the police district in which the Court is situated — a copy of the notice to such officer; and
 - (ii) where the objection is not made by the Registrar or Deputy Registrar — a copy to the Registrar.

<i>Full name of Applicant or in the case of a Firm or Corporation, of the Nominee</i>	<i>Place of Abode of Applicant or Nominee</i>	<i>Name of Firm or Corporation</i>	<i>Address for Registration</i>	<i>Type of Licence</i>	<i>Date of Hearing of Application</i>
Karen Leanne Johnson	7 Helemsdale Retreat, Templestowe	Creditech	678 Victoria Street, Richmond	Commercial sub-agent	11.9.2001
Ken Lesar	284 Blackburn Road, South Blackburn	Peter James Morey	15 Indra Road, South Blackburn	Commercial sub-agent	24.9.2001

Dated 27 August 2001

OZNUR LINO
Deputy Registrar of the Magistrates' Court

Drugs, Poisons and Controlled Substances Act 1981

SECTIONS 12G AND 12K

Notice Regarding the Amendment, Commencement and Availability of the Poisons Code

I, John Thwaites, Minister for Health, give notice that the Poisons Code, prepared under sections 12 and 12E of the **Drugs, Poisons and Controlled Substances Act 1981**, will be amended by

incorporating by reference amendments to the Commonwealth standard as prescribed by Drugs, Poisons and Controlled Substances (Commonwealth Standard) Regulations 2001.

The Poisons Code is a document that enables certain parts of the Commonwealth standard, particularly those parts relating to the uniform scheduling, labelling and advertising of drugs and poisons, to be incorporated by reference and then applied as law in Victoria.

The Poisons Code will be amended to the extent that earlier incorporated by reference material, being the Standard for the Uniform Scheduling of Drugs and Poisons (SUSDP) No. 15, as amended by SUSDP No. 15 Amendment Nos. 1, 2, 3 and 4 will be amended, varied, remade or superseded to the extent necessary by the incorporation by reference of SUSDP No. 16 and SUSDP No. 16 Amendment No. 1, with the exception that the amending, varying, remaking or superseding material included in SUSDP No. 16 Amendment No. 1 concerning —

Schedule 2: Atropine, Atropa Belladonna, Belladonna, Datura, Datura spp., Datura Stramonium, Datura Tatula, Duboisia Leichardtii, Duboisia Myoporoides, Hyoscyamine, Hyoscyamus, Hyoscyamus Niger and Stramonium; and

Schedule 4: Atropa Belladonna, Belladonna, Datura Stramonium, Datura Tatula, Duboisia Leichardtii, Duboisia Myoporoides, Hyoscyamus, Hyoscyamus Niger and Stramonium —

are not incorporated by reference by this notice and have no effect on the Poisons Code.

Subject to the exceptions, the date fixed for the amending, varying, remaking or superseding material to take effect is 1 September 2001.

The Poisons Code may be inspected free of charge during normal business hours at the offices of the Department of Human Services situated at Level 16, 120 Spencer Street, Melbourne 3000. Contact – Duty Pharmacist, Drugs and Poisons Unit, Ph. 1300 364 545 or Level 14, 555 Collins Street, Melbourne 3000. Contact – Legislation Officer, Ph. 9616 7167. A copy of the Poisons Code may also be obtained from the Department or at www.dhs.vic.gov.au/phd/0003112/index.htm.

A copy of the Standard for the Uniform Scheduling of Drugs and Poisons, including amendments, may be obtained from the Australian Government Bookshop situated at 190 Queen Street, Melbourne 3000. Ph. 132447.

Dated 20 August 2001

HON JOHN THWAITES MP
Minister for Health

Gas Industry Act 1994

NOTICE OF AMENDMENT UNDER SECTION 48N

Victorian Gas Industry Market and System Operation Rules (“MSO Rules”)

Corrigendum

The following corrigendum is published in respect of the Notice amending the Victorian Gas Industry Market and System Operation Rules (MSO Rules) published in the Victoria Government Gazette G27 on 5 July 2001 at page 1522.

Replace the words “Clause 5.3.3 is deleted in its entirety” with the words “Clause 5.3.3 is amended by deleting sub-clauses 5.3.3(e), 5.3.3(f) and 5.3.3(g).”

MATT ZEMA
Chief Executive Officer
VENCORP

Gas Industry Act 1994

NOTICE OF AMENDMENT UNDER SECTION 48N

Victorian Gas Industry Market and System Operation Rules ("MSO Rules")

Pursuant to and in accordance with clause 48N(4) of the **Gas Industry Act 1994** VENCORP has resolved to amend the MSO Rules as follows; effective as of 30 August 2001:

Clause 1.2.1 is amended by deleting sub-clause 1.2.1(f) and substituting the following sub-clause:

- "(f) If VENCORP identifies any *significant price variations* in and between *trading intervals*, VENCORP must:
- (1) within ten *business days* notify *Participants* of this event; and
 - (2) within ten *business days* following the issue of the *final statement* for that *trading interval*, prepare a report setting out the identified *significant price variations*"

Clause 5.3.6 is deleted and a new clause 5.3.6 inserted as follows:

"5.3.6 Relinquishment of authorised MDQ or AMDQ credit certificate

- (a) Subject to clause 5.3.6(b), if a person holds *authorised MDQ* or *AMDQ credit certificates* in accordance with these rules and ceases to be a *Participant* or *Market Participant* in accordance with these rules, or in the case of a *Customer*, is disconnected from the *transmission system* or a *distribution pipeline*, that person's entitlement to the *authorised MDQ* or *AMDQ credit certificates* will revert to VENCORP for reallocation to other persons in accordance with clause 5.3.4 unless that person transfers that *authorised MDQ* in accordance with clause 5.3.5.
- (b) If a person:
 - (1) to whom *authorised MDQ* or *AMDQ credit certificates* has been allocated under clause 5.3.3, or
 - (2) to whom *authorised MDQ* or *AMDQ credit certificates* originally allocated under clause 5.3.3 has been transferred in accordance with clause 5.3.5,ceases to be a *Participant* or *Market Participant* in accordance with these rules, or in the case of a *Customer*, is disconnected from the *transmission system* or a *distribution pipeline*, that person's entitlement to the *authorised MDQ* or *AMDQ credit certificates* will revert to the relevant issuing *Transmission Pipeline Owner* unless that person transfers that *authorised MDQ* or *AMDQ credit certificates* in accordance with clause 5.3.5."

Clause 7.1.5 is amended by deleting the words "every six months" and substituting the words "each year"

Clause 8.1 is amended by deleting the words "and September" in sub-clause 8.1(c).

Clause 8.1 is amended by deleting the word "six" in sub-clause 8.1(c)(1) and substituting the word "twelve".

MATT ZEMA
Chief Executive Officer
VENCORP

Gas Industry Act 1994

ORIGIN ENERGY RETAIL LIMITED

Tariffs Applicable from 1 September 2001

Under section 48MA (1) (a) and 48MC of the **Gas Industry Act 1994**, Origin Energy Retail Limited ABN 22 078 868 425 has determined the following tariffs for the supply and sale of natural gas to domestic and small business customers under section 42 of the **Gas Industry Act 2001** and

for the supply and sale of natural gas to former franchise customers under section 44 of the **Gas Industry Act 2001** from 1 September 2001 until such time as other tariffs are determined and gazetted.

Retail Tariffs for Mildura
(Post Codes 3494, 3496, 3498, 3500, 3505)
DOMESTIC TARIFFS
(per meter per quarter)

	(Inclusive of GST) Peak Period
108 Domestic General	
Supply Charge	\$29.65
Commodity Charge	
0-4500 MJ (c/MJ)	1.582
>4500 MJ (c/MJ)	0.989

COMMERCIAL AND INDUSTRIAL TARIFFS
(per meter per quarter)

	(Inclusive of GST) Peak Period
244 Commercial/Industrial	
Supply Charge	\$44.47
Commodity Charge	
First 4,500 MJ c/MJ	1.582
Next 245,500 MJ c/MJ	0.989
Next 1,000,000 MJ c/MJ	0.870
> 1,250,000 MJ c/MJ	0.812

COMMERCIAL AND INDUSTRIAL TARIFFS
(per meter per month)

	(Inclusive of GST) Peak Period
245, 345 Commercial/Industrial	
Supply Charge	\$14.82
Commodity Charge	
First 1,500 MJ c/MJ	1.582
Next 81,833 MJ c/MJ	0.989
Next 333,333 MJ c/MJ	0.870
> 416,666 MJ c/MJ	0.812

Notes:

1. Tariffs are per meter per quarter or as otherwise stated.
2. Where consumers are billed other than on a quarterly basis, the Supply Charge and the block sizes for the Commodity Rates are adjusted accordingly.
3. c/MJ = cents per megajoule.

Gas Industry Act 1994

ORIGIN ENERGY RETAIL LIMITED

Standard Terms and Conditions for Deemed Contracts with Former Franchise Customers

These standard terms and conditions apply to contracts for the sale and supply of gas created under section 44 of the **Gas Industry Act 2001**.

In these standard terms and conditions:

We and Us means Origin Energy Retail Limited (ABN 22 078 868 425) of level 21 360 Elizabeth St Melbourne, Victoria, 3000 and **our** has a corresponding meaning.

You means the person taking a supply of gas purchased from us at the Premises and **your** has a corresponding meaning.

PART 1: RELATIONSHIP WITH YOUR RETAILER

1. Supply and sale

1.1 Obligation to sell and supply

We will:

- (a) sell gas and related services to you;
- (b) arrange for the delivery of gas to the Premises (as soon as practicable, or later if you require).

1.2 Obligation to pay

You will pay us for the gas and related services we provide, any services we use to deliver the gas to the Premises and any additional amounts contemplated by these standard terms and conditions.

2. Term

2.1 Commencement

Your contract will commence on 1 September 2001.

2.2 Duration

Your contract will continue until you terminate it (under clause 2.4) or we terminate it (under clause 2.5).

2.3 Vacating Premises (moving property)

If you intend to vacate your Premises you must give us:

- (a) at least 3 business days notice of the date on which you intend to vacate the Premises; and
- (b) a forwarding address where we can send a final bill.

If you do not give us at least 3 business days notice, unless you demonstrate that you were evicted or otherwise forced to vacate the Premises, you agree to pay for gas supplied to the Premises until you give us such notice or another customer enters into a contract for the sale of gas for delivery to the Premises (whichever occurs first).

2.4 Termination by you

If you wish to terminate your contract you must notify us.

2.5 Termination by us

We may terminate your contract if:

- (a) you do not pay us and as permitted under this contract we have disconnected your gas and you no longer have a right to be reconnected; or
- (b) you enter into another contract for the sale of gas for delivery to the Premises,

whichever occurs first.

2.6 Effect of termination

If your contract is terminated:

- (a) you will remain liable to make any outstanding payments to us;
- (b) we will have no obligation to sell or arrange delivery of gas to you.
- (c) clauses 4.10, 4.11, 4.12, 7.1, 8 and 12.3 survive the termination of this contract.

3. Price

3.1 Amount

We will charge you an amount for the gas and any other services which we provide to you, which we will calculate in accordance with the tariff applicable to your premises and gas consumption as gazetted by us under sections 48MA or 48MC of the **Gas Industry Act 1994** or sections 42 or 44 of the **Gas Industry Act 2001**, or as varied by us and notified to you under clause 3.2 ("Price").

3.2 Variation

We will give you notice of any variation of the Price as soon as practicable and in any event, no later than your next bill.

4. Billing and payment

4.1 Frequency of bills

If we currently bill you monthly (or two monthly) we will continue to do so, otherwise we will bill you at least every three months. We may agree with you a billing period which is shorter than three months, pursuant to the Retail Code.

4.2 Content

Your bills will enable you to verify their conformity to this contract and will include, amongst other things:

- (a) your name and account number, supply address and relevant mailing address;
- (b) the Meter Installation Registration Number ("MIRN") allocated to the supply point associated with your supply address;
- (c) the dates and total amounts of the immediately previous and current meter readings or estimates and consumption, or estimated consumption, in MJ;
- (d) the relevant tariff or tariffs which apply to you;
- (e) if a network charge is passed through to you by us, the separate amount of the network charge;
- (f) the amount payable by you;
- (g) the "pay by date";
- (h) the amount of arrears or credit and the amount of any refundable advance provided by you;
- (i) a summary of payment methods and payment arrangement options;
- (j) if you are a Domestic Customer details of the availability of concessions, rebates or grants;
- (k) a telephone number for billing and payment enquiries and a 24 hour number for faults and emergencies;
- (l) in relevant languages details of interpreter services;
- (m) other than for your first bill from us, a graph showing your consumption for the period covered by the bill and, to the extent data is available:
 - (i) your consumption for each billing period over the previous 12 months; and
 - (ii) a comparison of your consumption for the period covered by the bill with your consumption for the same period of the previous year; and
- (n) if we are charging you for goods and services other than gas on the bill, a charge for the other goods or service as a separate item with a description of the goods or service supplied.

Should your bill cover a period other than the billing period agreed under clause 4.1 we will charge you in proportion to the relevant periods and show the relevant details on your bill.

4.3 Bundled Charges

On request, we will provide you with reasonable information on network charges, retail charges and other charges relating to the sale or supply of gas comprised in the amount payable under your bill.

4.4 Estimated readings

Wherever possible, the bill will be based on an actual read of your gas meter.

If we cannot reasonably or reliably base a bill on our reading of your gas meter, we may provide you with an estimated bill based on:

- (a) your reading of your gas meter;
- (b) your prior billing history; or
- (c) if we do not have your prior billing history, average usage of gas at the relevant tariff calculated over the period covered by the bill.

We will ensure that your meter is read at least once every 12 months and adjust your bill accordingly.

4.5 Access

You will allow us (including our agents) and your Distributor and our equipment safe, convenient and unhindered access to the Premises to read your meter. If we cannot read your meter because you deny such access to us, we may estimate your bill, you may require a replacement bill based on an actual reading and we may charge you a reasonable additional amount if you do so.

4.6 Date for payment

You agree to pay us the amount specified in each bill by the "pay by date" specified in the bill (which unless you agree otherwise will not be sooner than 12 business days after the date of the bill).

4.7 Payment methods

You may pay your bill:

- (a) in person at an agency or payment outlet;
- (b) by mail; or
- (c) by direct debit (if you have agreed with us in writing to the amount and frequency of payments); or
- (d) by any other method which we make available to you (provided this is allowed under the Retail Code).

We will apply payment received from you as directed by you or if no direction is given as follows:

- (e) to the charges for supply or sale of gas before applying any part to charges for any other services; or
- (f) if the other services include electricity, to the charges for the supply or sale of electricity and gas in equal proportion before applying any part of it to any other goods and services.

4.8 Advance Payment

We will accept advance payments which you might wish to make.

4.9 Additional amounts

We may charge you an additional amount if:

- (a) your payment is dishonoured or reversed and we incur a fee;
- (b) we make a different billing cycle available to you and you agree to this;
- (c) you deny us access to read your meter and later request a bill based on an actual reading (see clause 4.4); or
- (d) we are otherwise permitted to do so under the Gas Law, including for excluded services charges.

The amount of any additional charge will be reasonable having regard to the related costs we incur.

4.10 Review of bill

If you disagree with an amount stated in a bill, we will review the bill at your request. During the review, you agree to pay us the lower of:

- (a) any portion of the bill which you agree with us is not in dispute; and
- (b) an amount equal to the average amount of your bills in the previous 12 months.

If you request we will procure a test of your meter for accuracy in accordance with the requirements of the Distribution System Code. We may charge you for this, but will refund the charge if the meter is found to favour us by more than is allowed in the Distribution System Code.

4.11 Outcome of review

If the bill is correct, you agree to pay us the unpaid amount or request a meter test. If the meter test shows that your meter complies with applicable laws and codes, you agree to pay the costs of the tests and the unpaid amount.

If your bill is incorrect we will adjust your bill in accordance with the provisions of the Retail Code.

4.12 Adjustments

If we fail to charge, undercharge or overcharge you, we may recover from you or pay to you the relevant amount in accordance with the provisions of the Retail Code.

4.13 Financial hardship

If you are a Domestic Customer and:

- (a) you anticipate that you may not be able to pay a bill by the "pay by date", you must notify us; or
- (b) we believe that you may not be able to pay a bill by the "pay by date",

then we will offer you a range of options (including instalment plans in accordance with the Retail Code) to assist you and information about available concessions, telephone information about energy efficiency and advice on the availability on an independent financial counsellor.

4.14 Assessment and assistance

If you contact us and you do not agree to an alternative payment arrangement or we believe you are experiencing repeated difficulties in paying your bill or that you require payment assistance we will:

- (a) assess in a timely way information you have provided to us or we otherwise hold concerning your capacity to pay;
- (b) on request, make available to you documentary evidence of our assessment;
- (c) unless you have in the previous 12 months failed to comply with 2 instalment plans and do not provide us with reasonable assurance that you are willing to meet obligations under a further instalment plan, offer you an instalment plan;
- (d) provide you with details on concessions, telephone information about energy efficiency and advice on the availability of an independent financial counsellor; and
- (e) consider conducting an energy efficiency field audit.

4.15 Debt Collection

We will not commence legal proceedings to recover a debt from you:

- (a) if you have contacted us under clause 4.13, until clause 4.14(a) to (d) and all relevant requirements of the Retail Code have been complied with; or
- (b) while you make payments according to an agreed payment arrangement,

We will comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission.

5. Disconnection or reduction of supply and reconnection

5.1 Disconnection, interruption, discontinuation or reduction

If you so request, or we are permitted to do so under the Gas Law, we may disconnect, interrupt, discontinue or reduce the supply of gas to you at the Premises.

5.2 Non-payment of a bill

We may only disconnect you for non payment of a bill if you fail to pay us by the pay by date of a bill if:

- (a) the failure does not relate to an instalment under your first instalment plan with us;

- (b) we have given you:

- a reminder notice not less than 14 business days from the date of dispatch of the bill. The reminder notice must include a new pay by date which is not less than 20 business days from the date of dispatch of the bill; and
- a disconnection warning not less than 22 business days from the date of dispatch of the bill. The disconnection warning must include a new pay by date which is not less than 28 business days from the date of dispatch of the bill;

- (c) we have included in the disconnection warning:

- a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the disconnection warning; and
- a telephone number for payment assistance enquiries; and

- (d) if you have called that telephone number, we have responded to your enquiry and have provided advice on financial assistance,

and, before disconnection, you:

- (e) do not provide a reasonable assurance to us that you are willing to pay our bills; or

- (f) do so, but then:

- do not pay us the amount payable by the pay by date on the relevant disconnection warning. This does not apply if you have agreed with us to a new payment arrangement;
- do not agree to a new payment arrangement within 5 business days after the date of receipt of the disconnection warning; or
- do not make payments under such a new payment arrangement.

To avoid doubt, if you do not agree to such a new payment arrangement or do not so make payments under such a new payment arrangement, we may disconnect you without again having to observe this clause.

5.3 Domestic customers without sufficient income

We may not disconnect you, if the failure to pay our bill occurs through lack of sufficient income until we have also complied with clause 4.16(a) to (d) using our best endeavours to contact you personally, and you have not accepted an instalment plan within five business days of our offer.

5.4 Denying access to the meter

We may disconnect you if you deny access to the supply address for the purpose of reading the meter for three consecutive bills in the your billing cycle but only if:

- (a) we have:
 - used our best endeavours, including contacting you personally, to give you an opportunity to offer reasonable alternative access arrangements;
 - each time access is denied, we or the meter reader has given you a notice requesting access to the meter; and
 - we have given you a disconnection warning including a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the notice; and
- (b) you have continued not to provide access to us or the meter reader.

5.5 Refusal to provide refundable advance

We may disconnect you if you refuse when required to provide a refundable advance but only if:

- (a) we have given you a disconnection warning including a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the notice; and

- (b) you have continued not to provide the refundable advance.

5.6 No Disconnection

Despite clause 5.2, 5.3, 5.4 and 5.5, we must not disconnect you:

- (a) for non-payment of a bill:
 - where the amount payable is less than any amount approved for this purpose in the Gas Guidelines;
 - if you have made a complaint directly related to the non-payment of the bill, to the Energy and Water Ombudsman of Victoria or another external dispute resolution body and the complaint remains unresolved;
 - you have formally applied for a Utility Relief Grant and a decision on the application has not been made; or
 - if the only charge you have not paid is a charge not for the supply or sale of gas;
- (b) if your supply address is registered by us or a Distributor as a medical exemption supply address. We must register a supply address as a medical exemption supply address if you request registration and provide us with a current medical certificate certifying that a person residing at the supply address has a medical condition which requires continued supply; or
- (c) unless otherwise requested by you:
 - after 2pm (for a domestic customer) or 3pm (for a business customer) on a weekday; or
 - on a Friday, on a weekend, on a public holiday or on the day before a public holiday.

5.7 Reconnection

If we have disconnected your gas supply as a result of:

- (a) non-payment of a bill, and within 10 days of disconnection you pay the bill or agree to a payment arrangement; or

- (b) access to your meter being denied, and within 10 days of disconnection you provide such access; or
- (c) your obtaining supply otherwise than in accordance with applicable laws and codes, and within 10 business days of disconnection that supply ceases and you pay for the supply so obtained or agree to a payment arrangement; or
- (d) your refusing to provide a Refundable Advance, and within 10 days of disconnection you provide it,

then at your request for reconnection, but subject to other applicable laws and codes and your payment of a reconnection charge, we will connect your supply.

- before 3pm on a business day, we will reconnect you on the day of the request; or
- after 3pm on a business day, we will reconnect you on the next business day or, if the request also is made before 9pm and you pay any applicable after hours reconnection charge, on the day requested by you.
- if we reach agreement with you later times may apply.

6. Refundable Advances

6.1 Domestic Customers

If you are a Domestic Customer we may require you to pay a Refundable Advance if:

- (a) within the previous two years you have used gas other than in accordance with applicable laws and Codes; or
- (b) we consider that you have an unsatisfactory credit rating (having regard to any relevant Gas Guideline) and we have offered you an instalment plan and you have not accepted that offer.

6.2 Business Customers

If you are a Business Customer we may require you to pay a Refundable Advance if:

- (a) we consider that you do not have a satisfactory credit rating as reasonably determined by us having regard to any relevant Gas Guideline; or

- (b) you do not have a satisfactory gas account payment record as reasonably determined by us.

You may provide us with a bank guarantee as an alternative to a refundable advance.

6.3 Amount

The amount of a refundable advance will be:

- (a) if you are a Domestic Customer and we have historical billing data for your consumption at the Premises over the last four quarters ended before the Refundable Advance is required, no more than 37.5% of the amount billed to you over those four quarters; or
- (b) if you are a Domestic Customer but paragraph (a) does not apply, no more than 37.5% of the average amount which we billed Domestic Customers over those four quarters; or
- (c) if you are a Business Customer, an amount we reasonably determine.

6.4 Interest

We will pay you interest on the amount of your Refundable Advance in accordance with the provisions of the Retail Code.

6.5 Use of Refundable Advance

We will only use and will repay your Refundable Advance in accordance with the provisions of the Retail Code.

7. Customer information

7.1 Confidentiality

We agree that we will keep details of your name, address and account history confidential and will not disclose these details other than for purposes necessary to meet our obligations to you or in accordance with any relevant Code or Gas Guideline.

7.2 Changes

You agree that if you change any of your details which are known to us, you will tell us.

7.3 Other services

If we are not prevented from doing so by any relevant Code, Gas Guideline, or

licence requirement, we may use your details to advise you of the availability of other services which we, or companies related to us, can provide, until you inform us that you no longer wish to receive such information or material from us.

8. Dispute resolution

8.1 Raising a complaint or dispute

If you wish to raise a complaint or a dispute with us concerning our performance, we encourage you to contact us to discuss and we will attempt to resolve the complaint or dispute in the manner set out below.

If you are not satisfied with our response, you may refer the complaint to the Energy and Water Ombudsman of Victoria.

8.2 Complaint handling

We will handle a complaint by you in accordance with the relevant Australian Standard on Complaints Handling or the 'Benchmark for Industry Based Customer Dispute Resolution Schemes' published by the Department of Industry, Science and Tourism.

8.3 Advice on customer's rights

We will respond to your complaint, we will inform you:

- (a) that you have a right to raise the complaint to a higher level within our management structure; and
- (b) if, after raising the complaint to a higher level you are still not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman Victoria or other relevant external dispute resolution body. This information will be given in writing.

PART 2: OBLIGATIONS IN RESPECT OF GAS DISTRIBUTION

9. Access

You will allow us (and for the purposes of this clause, "us" includes our agents and your Distributor), and our equipment safe, convenient and unhindered access to the Premises:

- (a) to connect, unless you have a connection contract with your

Distributor disconnect or reconnect your supply;

- (b) to inspect or test any gas equipment on the Premises; and
- (c) to undertake repairs, testing or maintenance of the distribution system.

10. Other obligations you must comply with

You agree to:

- (a) comply with the provisions of the Distribution System Code which impose obligations on you and to allow your Distributor to enforce its rights under that Code;
- (b) comply with the Gas Law;
- (c) ensure that:
 - (i) the distribution network; or
 - (ii) the quality of our supply to other customers,
 is not adversely affected by your actions or equipment;
- (d) co-operate with your Distributor if the Distributor seeks to enforce the terms pursuant to which it provides connections services to you;
- (e) allow us to provide your Distributor with these standard terms and conditions, and, subject to the Retail Code and any relevant Gas Guideline, your details; and
- (f) do or refrain from doing any other act reasonably required by your Distributor or us to accommodate a change in the Gas Law from time to time.

PART 3: GENERAL

11. Interpretation

11.1 Definitions

In this document:

Business Customer means a customer who is not a Domestic Customer.

Distributor means the holder of the distribution licence in respect of the network to which your Premises are connected.

Distribution System Code means the Code of that name approved by the ORG.

Domestic Customer means a customer who purchases gas principally for personal, household or domestic use at the Premises.

Gas Guideline means a guideline published by the ORG.

Gas Law means all relevant legislation, statutes, regulations, codes, guidelines, orders in council, licences, proclamations, tariffs, directions or standards applicable to participants in the Victorian gas market and includes the Retail Code, the Distribution System Code, the **Gas Industry Act 2001**, the **Gas Safety Act 1997** and the **Gas Industry (Residual Provisions) Act 2001**.

GST has the same meaning as given to it in the GST Law.

GST Law means **A New Tax System (Goods and Services Tax) Act 1999**.

MJ means megajoule

ORG means the Office of the Regulator-General or its successor.

Outstanding Amount means an amount owing in respect of a previous supply address or a former gas supplier, which exceeds the amount nominated by the ORG in any relevant Gas Guideline.

Premises means the premises where you take gas from us under these terms and conditions.

Refundable Advance means an amount of money or other arrangement acceptable to us which you pay us as a safeguard against you failing to pay a bill.

Retail Code means the Gas Retail Code published by the ORG.

11.2 General

In this document unless otherwise stated:

- (a) a reference to this document or another instrument includes any variation or replacement of any of them;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments,

re-enactments or replacements of any of them;

- (d) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated without including that day;
- (e) a day is the period of time commencing at midnight and ending 24 hours later; and
- (f) a month is a calendar month.

12. Access to information

12.1 Retail Code

If you so request, we will provide you with a copy of the Retail Code. We may charge you an additional amount for doing so. In any event, we will as soon as is reasonably practicable inform you of any changes to the Retail Code which affect you.

12.2 Customer Charter

We will provide you with a free copy of our customer charter as soon as practicable after your contract starts, and following that, upon your request.

12.3 Historical billing data

You may request your historical billing information for any period from us and we will provide you with all such information which we then retain for that period, and we may charge you an additional amount if:

- (a) this is not your first request within a year; or
- (b) the period extends beyond the previous 2 years.

If you transfer to another retailer and you request historical billing information relating to two years prior to the request we will provide you with that information if it has been retained by us, we may charge you a reasonable additional amount for this service.

12.4 Internet access

Copies of all Codes and other documents referred to in these standard terms and conditions are available on our website, www.originenergy.com.au

12.5 Available tariffs and variations

If you so request, we will provide you with reasonable information on the tariffs we

offer you. The information will be given to you within 10 business days of your request and, if you require, in writing.

If we vary any tariff which affects you, we will notify you as soon as practicable and in any event no later than your next bill.

12.6 Concessions

We will provide you with information on all concessions, rebates and grants if you so request.

12.7 Energy efficiency advice

We will provide you with energy efficiency advice if you so request.

13. Miscellaneous

13.1 Variation

We may vary your contract:

- under section 45 of the **Gas Industry Act 2001**; or
- with prior approval by ORG by notice in the government gazette.

13.2 Quality of supply

The quality, pressure and continuity of supply of gas is subject to a variety of factors which include accidents, weather and other acts beyond our control. Accordingly, the nature of gas is such that, to that extent we cannot unqualifiedly guarantee to you:

- (a) the quality or pressure of the gas we supply; or
- (b) the continuity of supply of gas to you.

13.3 Preservation of legislative provisions

These standard terms and conditions do not vary or exclude the operation of section 232(1) of the **Gas Industry Act 2001** or section 33 of the **Gas Safety Act 1997**.

13.4 If there is any inconsistency between the provisions of the Gas Law and these standard terms and conditions;

- (a) the provisions of the Gas Law will prevail; and
- (b) those provisions of the Gas Law will be deemed to be incorporated into these standard terms and conditions in place of the inconsistent terms.

14. GST

14.1 Any amount payable by you or consideration provided by you or us under these terms and conditions which:

- (a) is consideration for "taxable supplies" for the purposes of the GST Law; and
 - (b) do not include GST,
- will be increased by the amount of the GST payable in relation to that taxable supply.

14.2 All GST payable by a party must be paid at the same time as the payment to which it relates is payable or where there is no payment, as reasonably requested by the party required to remit that GST.

14.3 The tariffs gazetted will be inclusive of GST.

Gas Industry Act 1994

ORIGIN ENERGY RETAIL LIMITED

Standard Terms and Conditions for Standing Offers

These standard terms and conditions apply to contracts for the sale and supply of gas created under section 42 of the **Gas Industry Act 2001**.

In these standard terms and conditions:

We and Us means Origin Energy Retail Limited (ABN 22 078 868 425) of level 21 360 Elizabeth St Melbourne, Victoria, 3000, and **our** has a corresponding meaning.

You means the person taking a supply of gas purchased from us at the Premises and **your** has a corresponding meaning.

PART 1: RELATIONSHIP WITH YOUR RETAILER

1. Supply and sale

1.1 Obligation to sell and supply

We will:

- (a) sell gas and related services to you;
- (b) arrange for the delivery of gas to the Premises (as soon as practicable, or later if you require).

1.2 Obligation to pay

You will pay us for the gas and related services we provide, and services we use to deliver the gas to the Premises and any

additional amounts contemplated by these standard terms and conditions.

2. Term

2.1 Commencement

Your contract will commence when you accept our offer to supply you on these terms and conditions.

2.2 Duration

Your contract will continue until you terminate it (under clause 2.4) or we terminate it (under clause 2.5).

2.3 Vacating Premises (moving property)

If you intend to vacate your Premises you must give us:

- (a) at least 3 business days notice of the date on which you intend to vacate the Premises; and
- (b) a forwarding address where we can send a final bill.

If you do not give us at least 3 business days notice, unless you demonstrate that you were evicted or otherwise forced to vacate the Premises earlier, you agree to pay for gas supplied to the Premises until you give us such notice or another customer enters into a contract for the sale of gas for delivery to the Premises (whichever occurs first).

2.4 Termination by you

If you have accepted our offer under section 42 of the **Gas Industry Act 2001** and you wish to terminate your contract, you must give us 28 days' notice.

2.5 Termination by us

We may terminate your contract if:

- (a) you do not pay us and as permitted under this contract we have disconnected your gas and you no longer have a right to be reconnected; or
- (b) you enter into another contract for the sale of gas for delivery to the Premises,

whichever occurs first.

2.6 Effect of termination

If your contract is terminated:

- (a) you will remain liable to make any outstanding payments to us;

- (b) we will have no obligation to supply gas to you; and

- (c) clauses 4.11, 4.12, 4.13, 8.1, 9 and 13.3 survive the termination of this contract.

3. Price

3.1 Amount

We will charge you an amount for the gas and any other services which we provide to you, which we will calculate in accordance with the tariff applicable to your Premises and gas consumption as gazetted by us under section 48MA of the **Gas Industry Act 1994** or section 42 of the **Gas Industry Act 2001** or as varied by us and notified to you under clause 3.2 ("**Price**").

3.2 Variation

We will give you notice of any variation of the price as soon as practicable and in any event, no later than your next bill.

4. Billing and payment

4.1 Internet Billing

If you receive an offer to use Internet Billing from us you may elect to receive your bills online through the Internet Billing System. If you do, then during any period when you use Internet Billing, these standard terms and conditions will apply subject to the amendments in schedule 1 Otherwise you will receive your bills by ordinary post.

4.2 Frequency of bills

We will bill you at least every three months. We may agree with you a billing period which is shorter than three months, pursuant to the Retail Code.

4.3 Content

Your bills will enable you to verify their conformity with the contract and will include, amongst other things:

- (a) your name and account number, supply address and relevant mailing address;
- (b) the Meter Installation Registration Number ("**MIRN**") allocated to the supply point associated with your supply address;

- (c) the dates and total amounts of the immediately previous and current meter readings or estimates and consumption, or estimated consumption, in MJ;
- (d) the relevant tariff or tariffs which apply to you;
- (e) if a network charge is passed through to you by us, the separate amount of the network charge;
- (f) the amount payable by you;
- (g) the "pay by date";
- (h) the amount of arrears or credit and the amount of any refundable advance provided by you;
- (i) a summary of payment methods and payment arrangement options;
- (j) if you are a Domestic Customer details of the availability of concessions, rebates and grants;
- (k) a telephone number for billing and payment enquiries and a 24 hour number for faults and emergencies;
- (l) in relevant languages details of interpreter services;
- (m) other than for your first bill from us, a graph showing your consumption for the period covered by the bill and, to the extent data is available:
 - (i) your consumption for each billing period over the previous 12 months; and
 - (ii) a comparison of your consumption for the period covered by the bill with your consumption for the same period of the previous year; and
- (n) if we are charging you for goods and services other than gas on the bill, a charge for the other goods or service as a separate item with a description of the goods or service supplied.

Should your bill cover a period other than the billing period agreed under clause 4.2 we will charge you in proportion to the relevant periods and show the relevant details on your bill.

4.4 Bundled Charges

On request, we will provide you with reasonable information on network charges, retail charges and other charges relating to the sale or supply of gas comprised in the amount payable under your bill.

4.5 Estimated readings

Wherever possible, the bill will be based on an actual read of your gas meter.

If we cannot reasonably or reliably base a bill on our reading of your gas meter, we may provide you with an estimated bill based on:

- (a) your reading of your gas meter;
- (b) your prior billing history; or
- (c) if we don't have your prior billing history, average usage of gas at the relevant tariff calculated over the period covered by the bill.

We will ensure your meter is read at least once every 12 months and adjust your bill accordingly.

4.6 Access

You will allow us (including our agents) and your Distributor and our equipment safe, convenient and unhindered access to the Premises to read your meter. If we cannot read your meter because you deny such access to us, we may estimate your bill, you may require a replacement bill based on an actual reading and we may charge you a reasonable additional amount if you do so.

4.7 Date for payment

You agree to pay us the amount specified in each bill by the "pay by date" specified in the bill (which unless you agree otherwise will not be sooner than 12 business days after the date of the bill).

4.8 Payment methods

You may pay your bill:

- (a) in person at an agency or payment outlet;
- (b) by mail; or
- (c) by direct debit (if you have agreed with us in writing to the amount and frequency of payments); or

- (d) by any other method which we make available to you (provided this is allowed under the Retail Code).

We will apply payment received from you as directed by you or if no direction is given as follows:

- (e) to the charges for supply or sale of gas before applying any part to charges for any other services; or
- (f) if the other services include electricity, to the charges for the supply or sale of electricity and gas in equal proportion before applying any part of it to any other goods and services.

4.9 Advance Payment

We will accept any advance payments which you might wish to make.

4.10 Additional amounts

We may charge you an additional amount if:

- (a) your payment is dishonoured or reversed and we incur a fee;
- (b) we make a different billing cycle available to you and you agree to this;
- (c) you deny us access to read your meter and later request a bill based on an actual reading (see clause 4.5); or
- (d) we are otherwise permitted to do so under the Gas Law, including for excluded services charges.

The amount of any additional charge will be reasonable having regard to the related costs we incur.

4.11 Review of bill

If you disagree with an amount stated in a bill, we will review the bill at your request. During the review, you agree to pay us the lower of:

- (a) any portion of the bill which you agree with us is not in dispute; and
- (b) an amount equal to the average amount of your bills in the previous 12 months.

If you request we will procure a test of your meter for accuracy in accordance

with the requirements of the Distribution System Code. We may charge you for this, but will refund the charge if the meter is found to favour us by more than is allowed in the Distribution System Code.

4.12 Outcome of review

If the bill is correct, you agree to pay us the unpaid amount or request a meter test. If the meter test shows that your meter complies with applicable laws and codes, you agree to pay the costs of the tests and the unpaid amount.

If your bill is incorrect we will adjust your bill in accordance with the provisions of the Retail Code.

4.13 Adjustments

If we fail to charge, undercharge or overcharge you, we may recover from you or pay to you the relevant amount in accordance with the provisions of the Retail Code.

4.14 Financial hardship

If you are a Domestic Customer and:

- (a) you anticipate that you may not be able to pay a bill by the “pay by date”, you must notify us; or
- (b) we believe that you may not be able to pay a bill by the “pay by date”, then we will offer you a range of options (including instalment plans) in accordance with the Retail Code to assist you and details about available concessions, telephone information about energy efficiency and the advice on availability of an independent financial counsellor.

4.15 Instalment plans

If you and we agree to an instalment plan for payment to us, you may not use Internet Billing.

4.16 Assessment and assistance

If you contact us and you do not agree to an alternative payment arrangement or we believe you are experiencing repeated difficulties in paying your bill or that you require payment assistance we will:

- (a) assess in a timely way information you have provided to us or we otherwise hold concerning your capacity to pay;

- (b) on request, make available to you documentary evidence of our assessment;
- (c) unless you have in the previous 12 months failed to comply with 2 instalment plans and do not provide us with reasonable assurance that you are willing to meet obligations under a further instalment plan, offer you an instalment plan;
- (d) provide you with details on concessions, telephone information about energy efficiency and advice on the availability of an independent financial counsellor; and
- (e) consider conducting an energy efficiency field audit.

4.17 Debt Collection

We will not commence legal proceedings to recover a debt from you:

- (a) if you have contacted us under clause 4.14, until clause 4.16(a) to (d) and all relevant requirements of the Retail Code have been complied with; or
- (b) while you make payments according to an agreed payment arrangement,

We will comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission.

5. Disconnection or reduction of supply and reconnection

5.1 Disconnection, interruption, discontinuation or reduction

If you so request, we may disconnect, interrupt, discontinue or reduce the supply of gas to you at the Premises.

5.2 Non-payment of a bill

We may only disconnect you for non payment of a bill if you fail to pay us by the pay by date of a bill if:

- (a) the failure does not relate to an instalment under your first instalment plan with us;
- (b) we have given you:
 - a reminder notice not less than 14 business days from the date of dispatch of the bill. The reminder notice must include a

new pay by date which is not less than 20 business days from the date of dispatch of the bill; and

- a disconnection warning not less than 22 business days from the date of dispatch of the bill. The disconnection warning must include a new pay by date which is not less than 28 business days from the date of dispatch of the bill;
 - (c) we have included in the disconnection warning:
 - a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the disconnection warning; and
 - a telephone number for payment assistance enquiries; and
 - (d) if you have called that telephone number, we have responded to your enquiry and have provided advice on financial assistance,
- and, before disconnection, you:
- (e) do not provide a reasonable assurance to us that you are willing to pay our bills; or
 - (f) do so, but then:
 - do not pay us the amount payable by the pay by date on the relevant disconnection warning. This does not apply if you have agreed with us to a new payment arrangement;
 - do not agree to a new payment arrangement within 5 business days after the date of receipt of the disconnection warning; or
 - do not make payments under such a new payment arrangement.

To avoid doubt, if you do not agree to such a new payment arrangement or do not so make payments under such a new payment arrangement, we may disconnect you without again having to observe this clause.

5.3 Domestic customers without sufficient income

We may not disconnect you, if the failure to pay our bill occurs through lack of sufficient income until we have also complied with clause 4.16(a) to (d) using our best endeavours to contact you personally, and you have not accepted an instalment plan within five business days of our offer.

5.4 Denying access to the meter

We may disconnect you if you deny access to the supply address for the purpose of reading the meter for three consecutive bills in the your billing cycle but only if:

- (a) we have:
 - used our best endeavours, including contacting you personally, to give you an opportunity to offer reasonable alternative access arrangements;
 - each time access is denied, we or the meter reader has given you a notice requesting access to the meter; and
 - we have given you a disconnection warning including a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the notice; and
- (b) you have continued not to provide access to us or the meter reader.

5.5 Refusal to provide refundable advance

We may disconnect you if you refuse when required to provide a refundable advance but only if:

- (a) we have given you a disconnection warning including a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the notice; and
- (b) you have continued not to provide the refundable advance.

5.6 No Disconnection

Despite clause 5.2, 5.3, 5.4 and 5.5, we must not disconnect you:

- (a) for non-payment of a bill:
 - where the amount payable is less than any amount approved for this purpose in the Gas Guidelines;
 - if you have made a complaint directly related to the non-payment of the bill, to the Energy and Water Ombudsman of Victoria or another external dispute resolution body and the complaint remains unresolved;
 - you have formally applied for a Utility Relief Grant and a decision on the application has not been made; or
 - if the only charge you have not paid is a charge not for the supply or sale of gas;
- (b) if your supply address is registered by us or a Distributor as a medical exemption supply address. We must register a supply address as a medical exemption supply address if you request registration and provide us with a current medical certificate certifying that a person residing at the supply address has a medical condition which requires continued supply; or
- (c) unless otherwise requested by you:
 - after 2pm (for a domestic customer) or 3pm (for a business customer) on a weekday; or
 - on a Friday, on a weekend, on a public holiday or on the day before a public holiday.

5.7 Reconnection

If we have disconnected your gas supply as a result of:

- (a) non-payment of a bill, and within 10 days of disconnection you pay the bill or agree to a payment arrangement; or
- (b) access to your meter being denied, and within 10 days of disconnection you provide such access; or
- (c) your obtaining supply otherwise than in accordance with applicable laws

and codes, and within 10 business days of disconnection that supply ceases and you pay for the supply so obtained or agree to a payment arrangement; or

- (d) your refusing to provide a Refundable Advance, and within 10 days of disconnection you provide it,

then at your request for reconnection, but subject to other applicable laws and codes and your payment of a reconnection charge, we will connect your supply:

- before 3pm on a business day, we will reconnect you on the day of the request; or
- after 3pm on a business day, we will reconnect you on the next business day or, if the request also is made before 9pm and you pay any applicable after hours reconnection charge, on the day requested by you.
- if we reach agreement with you later times may apply.

6. Refundable Advances

6.1 Domestic Customers

If you are a Domestic Customer we may require you to pay a Refundable Advance if:

- (a) you owe an gas supplier an Outstanding Amount (having regard to any relevant Gas Guideline); or
- (b) within the previous two years you have used gas other than in accordance with applicable laws and Codes; or
- (c) we consider that you have an unsatisfactory credit rating (having regard to any relevant Gas Guideline) and we have offered you an instalment plan and you have not accepted that offer; or
- (d) if you are a new customer you have refused to provide us with acceptable identification.

6.2 Business Customers

If you are a Business Customer we may require you to pay a Refundable Advance if:

- (a) we consider that you do not have a satisfactory credit rating as reasonably determined by us having regard to any relevant Gas Guideline; or
- (b) you do not have a satisfactory gas account payment record as reasonably determined by us.

You may provide us with a bank guarantee as an alternative to a refundable advance.

6.3 Amount

The amount of a Refundable Advance will be:

- (a) if you are a Domestic Customer and we have historical billing data for your consumption at the Premises over the last four quarters ended before the Refundable Advance is required, no more than 37.5% of the amount billed to you over those four quarters; or
- (b) if you are a Domestic Customer but paragraph (a) does not apply, no more than 37.5% of the average amount which we billed Domestic Customers over those four quarters; or
- (c) if you are a Business Customer, an amount we reasonably determine.

6.4 Interest

We will pay you interest on the amount of your Refundable Advance in accordance with the provisions of the Retail Code.

6.5 Use of Refundable Advance

We will only use and will repay your Refundable Advance in accordance with the provisions of the Retail Code.

6.6 Credit assessment

You authorise us to conduct a credit assessment on you for this purpose of determining whether or not you have a satisfactory credit rating.

7. New connections

7.1 Connections

If we arrange with you to physically connect you to the network, we may require you to pay a distributor's connection charge to us up front or bill you separately for this amount.

8. Customer information**8.1 Confidentiality**

We agree that we will keep details of your name, address and account history confidential and will not disclose these details other than for purposes necessary to meet our obligations to you or in accordance with any relevant Code or Gas Guideline.

8.2 Changes

You agree that if you change any of your details which are known to us, you will tell us.

8.3 Other services

If we are not prevented from doing so by any relevant Code, Gas Guideline, or licence requirement, we may use your details to advise you of the availability of other services which we, or companies related to us, can provide, until you inform us that you no longer wish to receive such information or material from us.

9. Dispute resolution**9.1 Raising a complaint or dispute**

If you wish to raise a complaint or a dispute with us concerning our performance, we encourage you to contact us to discuss and we will attempt to resolve the complaint or dispute in the manner set out below.

If you are not satisfied with our response, you may refer the complaint to the Energy and Water Ombudsman of Victoria.

9.2 Complaint handling

We will handle a complaint by you in accordance with the relevant Australian Standard on Complaints Handling or the 'Benchmark for Industry Based Customer Dispute Resolution Schemes' published by the Department of Industry, Science and Tourism.

9.3 Advice on customer's rights

We will respond to your complaint, we will inform you:

- (a) that you have a right to raise the complaint to a higher level within our management structure; and
- (b) if, after raising the complaint to a higher level you are still not satisfied

with our response, you have a right to refer the complaint to the Energy and Water Ombudsman Victoria or other relevant external dispute resolution body. This information will be given in writing.

PART 2: OBLIGATIONS IN RESPECT OF GAS DISTRIBUTION**10. Access**

You will allow us (and for the purposes of this clause, "us" includes our agents and your Distributor), and our equipment safe, convenient and unhindered access to the Premises:

- (a) to read your meter;
- (b) to connect, unless you have a connection contract with your Distributor, disconnect or reconnect your supply; and
- (c) to inspect or test any gas equipment on the Premises.

You will allow your Distributor and its agents access to the Premises to undertake repairs, testing or maintenance of the distribution system.

11. Other obligations you must comply with

You agree to:

- (a) comply with the provisions of the Distribution System Code which impose obligations on you and to allow your Distributor to enforce its rights under that Code;
- (b) comply with the Gas Law;
- (c) ensure that:
 - (i) the distribution network; or
 - (ii) the quality of our supply to other customers;

is not adversely affected by your actions or equipment;

- (d) co-operate with your Distributor if the Distributor seeks to enforce the terms pursuant to which it provides connection services to you;
- (e) allow us to provide your Distributor with these standard terms and conditions, and, subject to any retail code and any relevant Gas Guideline, your details; and

- (f) do or refrain from doing any other act reasonably required by your Distributor or us to accommodate a change in the Gas Law from time to time.

PART 3: GENERAL

12. Interpretation

12.1 Definitions

In this document:

Business Customer means a customer who is not a Domestic Customer.

Distribution System Code means the Code of that name approved by the ORG.

Distributor means the holder of the distribution licence in respect of the network to which your Premises are connected.

Domestic Customer means a customer who purchases gas principally for personal, household or domestic use at the Premises.

Gas Guideline means a guideline published by the ORG.

Gas Law means all relevant legislation, statutes, regulations, codes, guidelines, order in council, licences, proclamations, tariffs, directions or standards applicable to participants in the Victorian region of the national gas market and includes the Retail Code, the Distribution System Code, the **Gas Industry Act 2001**, the **Gas Safety Act 1997** and the **Gas Industry (Residual Provisions) Act 1994**.

GST has the same meaning as given to it in the GST Law.

GST Law means **A New Tax System (Goods and Services Tax) Act 1999**.

Internet Billing is defined in clause 4.1.

MJ means megajoule

Internet Billing System means the online bill presentation and payment service.

ORG means the Office of the Regulator-General or its successor.

Outstanding Amount means the amount owing in respect of a previous supply address or a former gas supplier, which exceeds the amount nominated by the ORG in any relevant Gas Guideline.

Premises means the premises specified in your contract with us or, if no such premises are specified, the premises where you take supply from us under these terms and conditions.

Refundable Advance means an amount of money or other arrangement acceptable to us which you pay us as a safeguard against you failing to pay a bill.

Retail Code means the Gas Retail Code published by the ORG.

Service Provider means the person or company providing the Internet Billing Service.

12.2 General

In this document unless otherwise stated:

- (a) a reference to this document or another instrument includes any variation or replacement of any of them;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it an consolidations, amendments, re-enactments or replacements of any of them;
- (d) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated without including that day;
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- (f) a month is a calendar month.

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13.1 Retail Code

If you so request, we will provide you with a copy of the Retail Code. We may charge you an additional amount for doing so. In any event, we will as soon as is reasonably practicable inform you of any changes to the Retail Code which affect you.

13.2 Customer Charter

We will provide you with a free copy of our customer charter as soon as practicable after your contract starts, and following that, upon your request.

13.3 Historical billing data

You may request your historical billing information for any period from us and we will provide you with all such information which we then retain for that period, and we may charge you an additional amount if:

- (a) this is not your first request within a year; or
- (b) the period extends beyond the previous two years.

If you transfer to another retailer and you request historical billing information relating to the two years prior to the request we will provide you with that information if it has been retained by us. We may charge you a reasonable amount for this service.

13.4 Internet access

Copies of all Codes and other documents referred to in these standard terms and conditions are available on our website, www.originenergy.com.au

13.5 Available tariffs and variations

If you so request, we will provide you with reasonable information on the tariffs we offer you. The information will be given to you within 10 business days of your request and, if you require, in writing.

13.6 Concessions

We will provide you with information on all concessions, rebates and grants if you so request.

13.7 Energy efficiency advice

We will provide you with energy efficiency advice if you so request.

14. Miscellaneous**14.1 Variation**

We may vary your contract with the prior approval of the ORG by notice in the government gazette.

14.2 Quality of supply

The quality, pressure and continuity of supply of gas is subject to a variety of factors which include accidents, weather and other acts beyond our control. Accordingly, the nature of gas is such that, to that extent, we cannot unqualifiedly guarantee to you:

- (a) the quality or pressure of the gas we supply; or
- (b) the continuity of supply of the gas to you.

14.3 Preservation of legislative provisions

These standard terms and conditions do not vary or exclude the operation of sub-section 232(1) of the **Gas Industry Act 2001** or section 33 of the **Gas Safety Act 1997**.

14.4 If there is any inconsistency between the provisions of the Gas Law and these standard terms and conditions;

- (a) the provisions of the Gas Law will prevail; and
- (b) those provisions of the Gas Law will be deemed to be incorporated in these standard terms and conditions in place of the inconsistent terms.

15. GST**15.1** Any amount payable by you or consideration provided by you or us under these terms and conditions which:

- (a) is consideration for "taxable supplies" for the purpose of the GST Law; and
 - (b) do not include GST,
- will be increased by the amount of the GST payable in relation to that taxable supply.

15.2 All GST payable by a party must be paid at the same time as the payment to which it relates is payable or where there is no payment, as reasonably requested by the party required to remit that GST.**15.3** The tariffs gazetted will be inclusive of GST.**Schedule 1 - Internet Billing (clause 4.1)**

If you have elected to use Internet Billing, the standard terms and conditions will be amended in accordance with this schedule until you cease to use Internet Billing.

1. New clause 4.1A, 4.1B and 4.1C are inserted as follows:**4.1A** Cessation of Internet Billing

You may notify the Service Provider through the Internet Billing System, if you no longer wish to use Internet Billing. If you do so, we will deliver your future bills by ordinary post.

4.1B Online bills

If you choose not to receive notifications of your bills by e-mail, you will access your bills directly through the Internet Billing System.

4.1C Instalment Plan

If you have elected to use Internet Billing and you wish to enter into an instalment plan with us, then you must first notify the Service Provider under clause 4.1A that you no longer wish to use Internet Billing. You may then contact us to negotiate an instalment plan.

2. Clause 4.7 is deleted and replaced with:

4.7 Payment Methods

You may pay your bills:

- (a) online over the internet;
- (b) by telephone;
- (c) by direct debit (if you have agreed with us in writing to the amount and frequency of payments).

3. A new clause 4.15 is inserted as follows:

4.15 Failure to pay an online bill

If you fail to pay an online bill by the "pay by date" specified in that bill, we will issue any further notices (such as reminder or disconnection notices) to you by ordinary mail.

Associations Incorporation Act 1981

SECTION 36E(1)

Northcote Community Church Inc.

The incorporation of the above association is cancelled on the day this notice is published in the Government Gazette.

Dated 23 August 2001

WAYNE NEW
Deputy Registrar of
Incorporated Associations

Associations Incorporation Act 1981

SUB-SECTION 36E(5)

Notice is hereby given that the incorporation of the associations mentioned below will be cancelled in accordance with Section 36E(3) of the **Associations Incorporation Act 1981** unless the Association notifies the Registrar within 28 days as to reasons why its

incorporation should not be cancelled.

Arapiles Junior Cricket Club Inc., Australian Association of Sports Medicine Centres Inc., Australian Coalition for Optimal Infant Feeding Inc., Australian Medical College of Bioenergies Inc., Australian Stadium Drivers Association Inc., Australian Unisys/WCS User Group Inc., Balacava Table Tennis Club Inc., Barwon Housing Association Inc., Boort Garden Club Inc., Bunnungal Landcare Group Inc., Cantemus Boys Choir Inc., Carnegie Football Club Inc., Clipper User Group (Melbourne) Inc., Colac Housing and Financial Counselling Service Inc., Croatian Istrian Community – Geelong Inc., East Sale Flying Club Inc., Eastern Family Coarse Anglers Inc., Essex Park Homestead Committee of Management Inc., Friendly Societies Association of Victoria Inc., Friends of Youth (Warracknabeal) Inc., Friendship Network Inc., Gabonia Avenue Pre School Inc., Geelong Youth for Christ Inc., Gladstone Park Squash Club Inc., Glen Eira Junior Chess Club Inc., Golden City Sports Foundation Inc., Hamid Relief Bureau Inc., Hawthorn Homing Pigeon Club Inc., Hellenic Youth Federation of Australia Inc., Horizons Myrtleford Learning Centre Inc., Horned Moon Productions Inc., Ivanhoe Basketball and Sporting Association Inc., Just Rock Rock 'n' Roll Club Inc., Juventus Old Boys Social Club Inc., Kallista Basketball Club Inc., Kardinia Ward Ratepayers Association Inc., Kiewa and Ovens Valley Self-Help Group Inc., Kraft Simpson Employees Social Club Inc., Learnta Dance Classes Inc., LIFE (Lactation & Infant Feeding Education) Inc., Mallee Balloon Group Inc., Mayday Hills Social Club Inc., Melbourne Turkish Community Centre Inc., Melton Promotion & Development Association Inc., Moe Dinner Club Inc., Moyhu Herd Improvement Association Inc., Nilma North and Lillico Badminton Club Inc., Nilma-Darnum Netball Club Inc., North East Melbourne Division of General Practice Inc., North Fitzroy Hung Social Service Inc., Rockbank North Tennis Club Inc., Rotaract Club of Portland Inc., Rotaract Club of St Arnaud Inc., Rotary Club of Bulleen Lower Templestowe Inc., Royal Victorian Institute for the Blind (R.V.I.B.) Staff Association Inc., Shepparton Early Intervention Committee Inc., South Gippsland Bass Coast Tourism and Economic Development Board Inc., Stick with Wik Inc., Swanston Street Walk (Centre)

Precinct Inc., Teatro Apulia Association Inc., Tennis Court & Sports Field Builders Association Inc., The Australian Tower of Babylon Soccer Club Inc., The Beechworth Basketball Association Inc., The Rotaract Club of Ararat Inc., The Society for Balanced Trade Inc., Thoona Tennis Club Inc., Trafalgar Junior Badminton Club Inc., Turkish Sub-Branch of the Victorian RSL Inc., Victorian Country Youth Services Inc., Victorian Pasture Variety Committee Inc., Wimmera Older Adults Recreation Network Inc.

Dated 27 August 2001

WAYNE NEW
Deputy Registrar of
Incorporated Associations

Coastal Management Act 1995

NOTICE OF APPROVAL OF MANAGEMENT PLAN

Stony Point to Hastings Foreshore Management Plan

The Minister for Environment and Conservation has approved the Dromana Foreshore Coastal Management Plan, pursuant to Section 32 of the **Coastal Management Act 1995**.

The Management Plan takes effect on the date this notice is published in the Government Gazette.

The Management Plan provides for the management of coastal Crown land from Stony Point to Hastings.

A copy of the Management Plan may be inspected, free of charge, during office hours at the office of: Department of Natural Resources and Environment, Port Phillip Region, 30 Prospect Street, Box Hill, Vic.

JUDY BACKHOUSE
Regional Manager
Port Phillip Region
Department of Natural Resources
and Environment

Education Act 1958

NOTICE OF MAKING OF ORDER UNDER SECTION 13

An Order of the Minister for Education was made on 23 August 2001 under sections 13(4)

and 13(11) of the **Education Act 1958** amending the constituting Order of Kingsley Park Primary School Council in respect of the membership of the school council, and to correct the structure of the constituting Order of the school council.

MARY DELAHUNTY
Minister for Education

Education Act 1958

NOTICE OF MAKING OF ORDER UNDER SECTION 13

An Order of the Minister for Education was made on 23 August 2001 under sections 13(1), 13(4), 13(5) and 13(11) of the **Education Act 1958** dissolving the Richmond Primary School Council and constituting a school council for the State school called Richmond Primary School.

MARY DELAHUNTY
Minister for Education

Land Acquisition and Compensation Act 1986

FORM 7 S.21
Reg.16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads), declares by this notice it acquires the following interest in the land described as part of Lots 1 & 2 on Plan of Subdivision 12372, Parish of Mooroolbark comprising 1110 square metres and being the land described in Certificate of Title Volume 6023, Folio 478, shown as Parcels 14 and 15 on Roads Corporation Survey Plan 19999.

Interest Acquired: That of Dorothy Hope Hall and all other interests.

Published with the authority of VicRoads.

The Survey Plan referred to in this notice may be viewed without charge at the office of the Property Services Department, VicRoads, 4th Floor, North Building, 60 Denmark Street, Kew, during the hours 9.00 a.m. to 4.00 p.m.

Dated 28 August 2001

For and on behalf of VicRoads:
A. P. O'BRIEN,
Acting Manager
Property Services Department

Livestock Disease Control Act 1994

**REVOCATION OF DECLARATION OF
APPROVED AGENT**

Notice is hereby given that on 14 August 2001 the Commissioner of State Revenue revoked pursuant to section 94(2) of the **Livestock Disease Control Act 1994** the declaration of the undermentioned person, being a person carrying on business as a stock and station agent, an abattoir operator, a feedlot operator, a cattle scale operator, a calf dealer or any other prescribed business dealing with the buying or selling of livestock or the carcasses of livestock, as approved agents for the purposes of part 6 of the **Livestock Disease Control Act 1994** and of the **Stamps Act 1958**.

GF & CL Chisholm trading as Chisholm Livestock Services (CS 284).

CHRISTOPHER CHARLES EDWIN GAHAN
as delegate of the Secretary
to the Department of Natural Resources
and Environment

Pipelines Act 1967

**VARIATION TO PERMIT TO OWN AND
USE A PIPELINE 80**

I, the Minister for Energy and Resources for the State of Victoria, hereby give notice in accordance with the provisions of Section 12(4) of the **Pipelines Act 1967**, that the route of Permit to Own and Use Pipeline 80 owned by TXU Networks (Gas) Pty Ltd is varied by:—

DELETION of the expression —

“and T23–14D”; and

SUBSTITUTING in lieu the expression —

“T23–14D, but with the route highlighted on the attached endorsed plans T23–17D and T23–11–5 being deleted from endorsed plans T323–1–2 and T323–1–4”.

Dated 17 August 2001

CANDY BROAD
Minister for Energy
and Resources

Pipelines Act 1967

**VARIATION TO LICENCE TO OPERATE
PIPELINE 80**

I, the Minister for Energy and Resources for the State of Victoria, hereby give notice in

accordance with the provisions of Section 28A(1) of the **Pipelines Act 1967**, that the Licence to Operate Pipeline 80, owned by TXU Networks (Gas) Pty Ltd is varied by:—

DELETION of the expression in the Schedule—

“1. Pipeline Specification (c) Length:—4.93 km”; and

SUBSTITUTING in lieu the expression —

“1. Pipeline Specification (c) Length:—4.88 km”.

Dated 17 August 2001

CANDY BROAD
Minister for Energy
and Resources

Transport Act 1983

VICTORIAN TAXI DIRECTORATE

Department of Infrastructure

Commercial Passenger Vehicle Applications

Notice is hereby given that the following applications will be considered by the Victorian Taxi Directorate, a division of the Department of Infrastructure after 3 October 2001.

Notice of any objection to the granting of an application should be forwarded to reach the Manager, Licensing & Certification, Victorian Taxi Directorate, Level 6, 14–20 Blackwood Street, North Melbourne (PO Box 666, North Melbourne 3051) not later than 27 September 2001.

Copies of objections are forwarded to the applicants.

It will not be necessary for interested parties to appear on the date specified, unless advised in writing by the Department.

B. Erskine, Mildura. Application to license one commercial passenger vehicle to be purchased in respect of a 2000–2001 Toyota wagon with seating capacity for 7 passengers to operate a service from 104 Walnut Avenue, Mildura as follows:—

For the carriage of passengers on tours of various wineries, asparagus farm, mushroom farm, dried tomato farm, table grape packing shed, citrus growers, tartaric acid plant, mineral sands plant and shearing shed farms within the Sunraysia District.

Note:— Passengers will be picked up/set down from hotels/motels, accommodation residences and tourist information centres within a 5km radius of the Mildura Post Office.

R. E. Micallef, Mill Park. Application to license one commercial passenger vehicle to be purchased in respect of a 1972 Jaguar sedan with seating capacity for 4 passengers to operate a service from 18 Louis Street, Greensborough for the carriage of passengers for wedding parties, debutante balls and school formals and restaurants.

R. J. Scott, Airport West. Application for variation of conditions of licence SV922 which authorises the licensed vehicle to operate in respect of a 1964 Austin limousine with seating capacity for 7 passengers for wedding parties to change the vehicle to a 1954 Bentley sedan with seating capacity for 5 passengers.

R. J. Scott, Airport West. Application for variation of conditions of licence SV710 which authorises the licensed vehicle to operate in respect of a 1951 Austin sedan with seating capacity for 5 passengers for wedding parties to change the vehicle to a 1964 Bentley sedan with seating capacity for 5 passengers.

R. J. Scott, Airport West. Application for variation of conditions of licence SV923 which authorises the licensed vehicle to operate in respect of a 1951 Austin sedan with seating capacity for 5 passengers for wedding parties to change the vehicle to a 1971 Rolls Royce convertible with seating capacity for 4 passengers.

Dated 30 August 2001

ROBERT STONEHAM
Manager – Operations
Victorian Taxi Directorate

Transport Act 1983

TOW TRUCK DIRECTORATE OF VICTORIA

Tow Truck Application

Notice is hereby given that the following applications will be considered by the Licensing Authority after 3 October 2001.

Notice of any objection to the granting of an application should be forwarded to reach the Director, Tow Truck Directorate of Victoria, Level 6, 14–20 Blackwood Street, North Melbourne (PO Box 666, North Melbourne 3051) not later than 27 September 2001.

It will not be necessary for interested parties to appear on the date specified, unless advised in writing.

Modern Towing & Salvage (Holdings) Pty Ltd. Application for variation of conditions of tow truck licence number 028HTT which authorises the licensed vehicle to be managed, controlled and operated from a depot situated at 10 Surrey Street, Norlane to change the depot address to 350 Forest Road, Corio.

Thirteenth Colro Pty Ltd. Application for variation of conditions of tow truck licence number TOW400 which authorises the licensed vehicle to be managed, controlled and operated from a depot situated at 31 Wiltshire Lane, Ballarat to change the depot address to 155A Learmonth Street, Ballarat.

Dated 30 August 2001

STEVE STANKO
Director

Water Act 1989

EAST GIPPSLAND REGION WATER AUTHORITY

I, Adrian Spall, Director, Water Sector Services, Department of Natural Resources and Environment, as the delegate of the Minister for Environment and Conservation, make the following Order:

DECLARATION OF THE BRUTHEN SEWERAGE DISTRICT ORDER 2001

1. This Order is called the Declaration of the Bruthen Sewerage District Order 2001.
2. This Order is made under Section 96(11) of the **Water Act 1989** and all other available powers.
3. The proposal dated 6 June 2001 for the declaration of a new sewerage district submitted to the Minister for Environment and Conservation by East Gippsland Region Water Authority is approved:
 - (a) A new sewerage district is declared;
 - (b) The new sewerage district is called the Bruthen Sewerage District;
 - (c) The Bruthen Sewerage District is the area of land shown within the red border on the accompanying plan number "01/S/BRU/1", a copy of which

may be inspected at the offices of the East Gippsland Region Water Authority, situated at Macleod Street, Bairnsdale, Victoria 3875; and

- (d) The East Gippsland Region Water Authority is nominated to manage and control the Bruthen Sewerage District.

Dated 22 August 2001

ADRIAN SPALL
Director, Water Sector Services
Department of Natural Resources
and Environment
(as delegate of the Minister for
Environment and Conservation)

Water Act 1989

WESTERN WATER

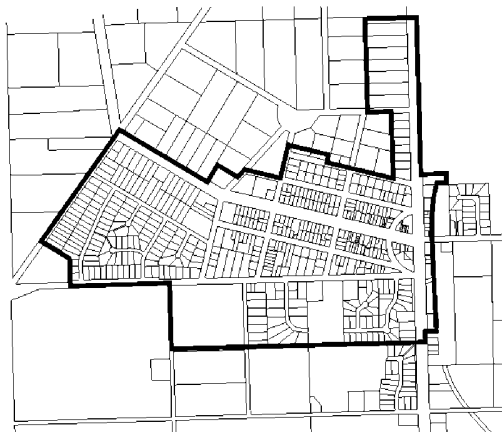
Creation of Lancefield Sewerage District

Pursuant to section 96(7) of the **Water Act 1989** notice is hereby given that Western Water intends to create the Lancefield Sewerage District around the general area of the Lancefield Township.

Plans of the proposal are available at Western Water's Gisborne office.

Submissions on the proposal are invited and will be received up to 28 September 2001.

A submission should set out the grounds for any objection raised.



GEOFF MABBETT
Chief Executive Officer

Planning and Environment Act 1987

BALLARAT PLANNING SCHEME

Notice of Approval of Amendment

Amendment C34 Part 2

The Minister for Planning has approved Amendment C34 Part 2 to the Ballarat Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment applies to 6.6 hectares of land located on the south-west corner of Gillies and Gregory Streets, Wendouree which is occupied by the Lake Wendouree Tourist Park and includes all of the subject site within the Mixed Use Zone.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne; the Department of Infrastructure, Western Regional Office, 88 Learmonth Road, Wendouree and at the Ballarat City Council, Watershed Office, Grenville Street South, Ballarat.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987

BALLARAT PLANNING SCHEME

Notice of Approval of Amendment

Amendment C41

The Minister for Planning has approved Amendment C41 to the Ballarat Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones the former Ballarat East Police Station, located at 36 Victoria Street, Ballarat East, from the Special Use Zone (Emergency Services) to the Residential 1 Zone.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne; the Department

of Infrastructure, Western Regional Office, 88 Learmonth Road, Wendouree and at the Ballarat City Council, Watershed Office, Grenville Street South, Ballarat.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987

BANYULE PLANNING SCHEME

Notice of Approval of Amendment
Amendment C13

The Minister for Planning has approved Amendment C13 to the Banyule Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones land at 3–5 Wellington Street, Montmorency and 2–4 Abbotsford Grove, Ivanhoe, from Residential 1 Zone to Public Use zone Local Government.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Banyule City Council, 275 Upper Heidelberg Road, Ivanhoe.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987

BASS COAST PLANNING SCHEME

Notice of Approval of Amendment
Amendment C2 Part 2

The Minister for Planning has approved Amendment C2 Part 2 to the Bass Coast Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment:

- Introduces a Heritage Overlay over a site of local significance at 34–35 Stradbroke Avenue, Cowes and makes consequential changes to Clause 21.05–2.
- Includes reference to ‘dams’ in Schedule 1 to Clause 43.04 Development Plan Overlay Ruttle Lane, Inverloch’.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Bass Coast Shire Council, 76 McBride Avenue, Wonthaggi.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987

BAW BAW PLANNING SCHEME

Notice of Approval of Amendment
Amendment C16

The Minister for Planning has approved Amendment C16 to the Baw Baw Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment:

1. Rezones Crown Allotments 1A & 1B, Section 6, Crown Allotments 1 & 2, Section 7 and Crown Allotment 2, Section 4, Parish of Nambruk; V8081, F604 being Lot 1 on LP 77415, V8519, F337 being Lot 1 on LP 62399 & V8409, F295 being Part Lot 3 on LP 22109; V9672, F736 & V7612, F043 being Part Crown Allotment 11, Section C, Parish of Neerim East; Part Crown Allotment 49, Parish of Longwarry from Public Conservation and Resource Zone to Rural Zone.
2. Rezones Part Crown Allotment 83, Parish of Neerim from Public Conservation and Resource Zone to Residential 1 Zone.

3. Rezones Part Crown Allotment 78 & 78B, Parish of Drouin West from Public Use Zone 1 to Residential 1 Zone.
4. Rezones Part Crown Allotment 78, Parish of Drouin West from Public Use Zone 1 to Public Use Zone 2.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Baw Baw Shire Council, Civic Place, Warragul.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987

BRIMBANK PLANNING SCHEME

Notice of Approval of Amendment

Amendment C20

The Minister for Planning has approved Amendment C20 to the Brimbank Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment amends the planning scheme by placing the land bounded by Gymkhana Place, Keilor Park Drive, Fullarton Road and Harricks Road, Keilor in a Business 3 zone, a Public Use Zone with an Airport Environs Overlay, a Development Plan Overlay and a Heritage Overlay. The Heritage Overlay only applies to the land in the Public Use zone.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Brimbank City Council, Alexandra Avenue, Sunshine and Old Calder Highway, Keilor.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987

BRIMBANK PLANNING SCHEME

Notice of Approval of Amendment

Amendment C24

The Minister for Planning has approved Amendment C24 to the Brimbank Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones land described as Lot K, PS 429637 J located on the corner of Kings Road and Hume Drive, from Residential 1 Zone to Business 1 Zone.

The purpose of the Amendment is to facilitate the development of a neighbourhood shopping centre on the land comprising a small number of convenience stores to primarily serve the local community.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Brimbank City Council, Alexandra Avenue, Sunshine (also at Old Calder Highway, Keilor).

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987

BRIMBANK PLANNING SCHEME

Notice of Approval of Amendment

Amendment C29

The Minister for Planning has approved Amendment C29 to the Brimbank Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment removes the Public Acquisition Overlay from land at the south of Wright Street, west of Nicholson Parade, east of Corella Road and Freemont Parade and north of Western Ring Road in Ardeer.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Brimbank City Council, Alexandra Avenue, Sunshine (also at Old Calder Highway, Keilor).

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987

FRANKSTON PLANNING SCHEME

Notice of Approval of Amendment
Amendment C11

The Minister for Planning has approved Amendment C11 to the Frankston Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones approximately 4855 square metres of land at 40 Wells Road, Seaford from a Public Use Zone 7 to an Industrial 1 Zone. The Amendment also rezones an 1160 square metre sliver of the land abutting 40 Wells Road from a Public Use Zone 7 to a Road Zone Category 2.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Frankston City Council, Civic Centre, Davey Street, Frankston.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987

NILLUMBIK PLANNING SCHEME

Notice of Approval of Amendment
Amendment C3 (Part 1)

The Minister for Planning has approved Amendment C3 (Part 1) to the Nillumbik Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment incorporates 139 identified heritage places into the Heritage Overlay of the Nillumbik Planning Scheme and revokes interim controls for each of the places.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Nillumbik Shire Council, Civic Drive, Greensborough.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987

NILLUMBIK PLANNING SCHEME

Notice of Approval of Amendment
Amendment C5 Part 1

The Minister for Planning has approved Amendment C5 Part 1 to the Nillumbik Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment changes Schedule 5 to the Development Plan Overlay relating to the Plenty Gorge Fringe area. The Amendment provides discretion for a permit to be granted for the development of a dwelling on a lot, prior to the approval of a development plan, providing the dwelling is the only dwelling on the lot and that its development will not prejudice a development plan for the area.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Nillumbik Shire Council, Civic Drive, Greensborough.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987
WHITEHORSE PLANNING SCHEME
Notice of Approval of Amendment
Amendment C21

The Minister for Planning has approved Amendment C21 to the Whitehorse Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones part of land known as No. 173–181 Rooks Road, Vermont from an Industrial 1 zone to a Residential 1 Zone.

The Minister has granted the following permit under Division 5 Part 4 of the Act:
Permit No. WH/11564.

Description of land: 173–181 Rooks Road, Vermont.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Whitehorse City Council, 379–397 Whitehorse Road, Nunawading.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987
WHITEHORSE PLANNING SCHEME
Notice of Approval of Amendment
Amendment C23

The Minister for Planning has approved Amendment C23 to the Whitehorse Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment:

- Rezones land described as lots 1 and 2 on LP414329E, located at the north east corner of Burwood Highway and Morack Road, Vermont South, from Industrial 3 Zone and Urban Floodway Zone to a Business 2 Zone and Public Conservation and Resource Zone.

- Rezones land along the north west boundary of the site from Industrial 3 Zone to an Urban Floodway Zone; and
- Removes Public Acquisition Overlay 1 from map No. 6PAQ.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Whitehorse City Council, 379–397 Whitehorse Road, Nunawading.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987
WHITTLESEA PLANNING SCHEME
Notice of Approval of Amendment
Amendment C18

The Minister for Planning has approved Amendment C18 to the Whittlesea Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment facilitates the establishment of optic fibre cable network by introducing the Telecommunications Conduit Policy and updating the Municipal Strategic Statement and Industrial Development Policy.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Whittlesea Council, Civic Centre, Ferres Boulevard, South Morang.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987
YARRA RANGES PLANNING SCHEME

Notice of Approval of Amendment
Amendment C18

The Minister for Planning has approved Amendment C18 to the Yarra Ranges Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment introduces a Heritage Overlay over the property at 3 Regnans Road, Kallista on an interim basis whilst the Council exhibits a heritage amendment covering numerous sites throughout the shire, including this land.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Yarra Ranges Shire Council, Anderson Street, Lilydale.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987
CARDINIA PLANNING SCHEME

Notice of Lapsing of Amendment
Amendment C16

The Cardinia Shire Council has resolved to abandon Amendment C16 to the Cardinia Planning Scheme.

The Amendment proposed to replace the existing local policy at 22.05 Interim Broiler Farming Policy with Policy for the Location and Operation of Broiler Farming.

The Amendment lapsed on 13 August 2001.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987
YARRA RANGES PLANNING SCHEME

Notice of Lapsing of Amendment
Amendment C3

The Yarra Ranges Shire Council has resolved to abandon Amendment C3 to the Yarra Ranges Planning Scheme.

The Amendment proposed to rezone the site of the Britannia Creek hall at Crown Allotment 258C, Britannia Creek Road, Wesburn from Public Conservation and Resource Zone to Rural Zone (RUZ4).

The Amendment lapsed on 17 August 2001.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

ORDERS IN COUNCIL

Plant Health and Plant Products Act 1995

**DECLARATION OF AN EXOTIC PLANT
DISEASE**

The Governor in Council under section 5 of the **Plant Health and Plant Products Act 1995** declares grapevine rust *Phakopsora euvtis* to be an exotic disease for the purposes of section 3 of the Act.

Dated 28 August 2001

Responsible Minister:

KEITH HAMILTON MP

Minister for Agriculture

HELEN DOYE

Clerk of the Executive Council

Corrections Act 1986

**ORDER PURSUANT TO SECTION 10(3A)
OF THE CORRECTIONS ACT 1986**

Order in Council

The Governor in Council on the recommendation of the Minister pursuant to section 10(3A) of the **Corrections Act 1986** (the Act) revokes the appointment on 21 December 2000 of premises known as Forensic Unit at the Aradale Psychiatric Hospital at Ararat as a prison (named “Aradale Prison”).

This Order is to commence operation on 1 September 2001.

Dated 28 August 2001

Responsible Minister

ANDRE HAERMAYER MP

Minister for Corrections

HELEN DOYE

Clerk of the Executive Council

**SUBORDINATE LEGISLATION ACT 1994
NOTICE OF MAKING OF STATUTORY
RULES**

Notice is hereby given under Section 17 (2) of the **Subordinate Legislation Act 1994** of the making of the following Statutory Rules:

84. *Statutory Rule:* Drugs, Poisons and Controlled Substances (Commonwealth Standard) Regulations 2001
Authorising Act: Drugs, Poisons and Controlled Substances Act 1981
Date of making: 28 August 2001
85. *Statutory Rule:* Dangerous Goods (Explosives) (Amendment) Regulations 2001
Authorising Act: Dangerous Goods Act 1985
Date of making: 28 August 2001

**SUBORDINATE LEGISLATION ACT 1994
NOTICE THAT STATUTORY RULES ARE
OBTAINABLE**

Notice is hereby given under Section 17 (3) of the **Subordinate Legislation Act 1994** that the following Statutory Rules were first obtainable from Information Victoria, 356 Collins Street, Melbourne on the date specified:

81. *Statutory Rule:* Livestock Disease Control (Amendment) Regulations 2001
Authorising Act: Livestock Disease Control Act 1994
Date first obtainable: 30 August 2001
Code A
82. *Statutory Rule:* Building (Single Dwellings) (Interim) Regulations 2001
Authorising Act: Building Act 1993
Date first obtainable: 30 August 2001
Code C
83. *Statutory Rule:* Road Safety (Vehicles) (Domestic Partner Concessions) Regulations 2001
Authorising Act: Road Safety Act 1986
Date first obtainable: 30 August 2001
Code A

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