



Victoria Government Gazette

No. G 31 Thursday 1 August 2002

GENERAL

GENERAL AND PERIODICAL GAZETTE

Copy to: Gazette Officer
The Craftsman Press Pty. Ltd.
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Burwood Vic 3125
Telephone: (03) 9926 1233
Facsimile: (03) 9926 1292
DX: 32510 Burwood
Email: gazette@craftpress.com.au

Advertising Rates and Payment

All prices include GST

Private Notices

Payment must be received in advance with advertisement details.

33 cents per word – Full page \$198.00.

Additional costs must be included in prepayment if a copy of the gazette is required. Copy Prices – Page \$1.65 – Gazette \$3.52 – Certified copy of Gazette \$3.85 (all prices include postage). *Cheques should be made payable to The Craftsman Press Pty. Ltd.*

Government and Outer Budget Sector Agencies Notices

Not required to prepay.

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Costs can be calculated on the following basis:

Per Line	Typeset
Single column	\$1.71
Double column	\$3.41
Full Page	\$71.28

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2. Copy supplied via email.
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Copy Deadline for General Gazette

9.30 a.m. Monday – (Private Notices)

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

Advertisers should note:

- Late copy received at The Craftsman Press Pty. Ltd. after deadlines will be placed in the following issue of VGG, irrespective of any date/s mentioned in the copy (unless otherwise advised).
- Late withdrawal of advertisements (after client approval, before printing) will incur 50 per cent of the full advertising rate to cover typesetting, layout and proofreading costs.
- 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.
- Accounts over 90 days will be issued with a letter of demand.
- 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

Payment must be received in advance with notice details.

Government and Outer Budget Sector Agencies Notices

	Typeset
Full Page	\$96.25

Note:

The after hours number for Special Gazettes is:
Telephone: 0419 327 321

SUBSCRIPTIONS AND RETAIL SALES

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The *Victoria Government Gazette*

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All payments should be made payable to The Craftsman Press Pty. Ltd.

Subscription enquiries:

The Craftsman Press Pty. Ltd.
125 Highbury Road, Burwood Vic 3125
Telephone: (03) 9926 1233

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PRIVATE ADVERTISEMENTS

DISSOLUTION OF PARTNERSHIP

Notice is hereby given that the partnership between Alfonso Romanin, Rina Romanin both of 54 Miller Street, North Fitzroy; Adrian Romanin of 14 Francis Street, Ascot Vale and David Romanin of 82 Bayswater Road, Kensington, trading as A. Romanin and Sons has been dissolved from 18 April 2002.

ADRIAN ROMANIN

DISSOLUTION OF PARTNERSHIP

Notice is hereby given that the partnership heretofore subsisting between Kevin Leigh Morris and Daniel Mountt carrying on business of Clothing Dry Cleaners at the premises situated at 366 South Road, Moorabbin, under the registered business name of Moorabbin Dry Cleaners, has been dissolved as from 14 April 2002 by the retirement of Kevin Leigh Morris from the said business. All debts due and owing by the said business will be received and paid respectively by Daniel Mountt who will continue to carry on the said business.

NUNAN & BLOOM, solicitors,
343 Little Collins Street, Melbourne.

JOHN GIFFEN ALSTON, late of Murrayvale Nursing Home, 63 Regent Street, Moama, New South Wales, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 February 2002, 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 2 October 2002 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: URSULA THOMAS (also known as Ursula Lafenthaler), late of 15 Buchanan Road, Guys Hill, in the State of Victoria, home duties/cleaner, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 July 2000,

are required by the deceased's executors, Roderick Leslie Stokes and Dean Andrew Stokes, to send particulars to them within sixty (60) days of the publication of this notice, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

ANDREW GRAY & ASSOCIATES, solicitors,
Old Post Office,
102 High Street, Berwick, Victoria 3806.
Telephone: (03) 9707 5255.

FRANCIS JOHN STACEY, late of 24 Park Crescent, South Geelong, Victoria, retired linesman, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 16 February 2002, are required by the trustee, Jean Clissold, to send particulars of their claims to the trustee in the care of the undermentioned legal practitioners by 18 October 2002 after which date the trustee may convey or distribute the assets having regard only to the claims of which she then has notice.

BIRDSEY, DEDMAN & BARTLETT,
legal practitioners,
166A Ryrie Street, Geelong.

Re: Estate of ERNEST ALFRED CLARK, deceased. Creditors, next-of-kin or others having claims in respect of the estate of ERNEST ALFRED CLARK, late of 127 Village Drive, Reservoir, Victoria, retired, deceased, who died on 26 June 2001, are to send particulars of their claims to the personal representative/s care of the undermentioned solicitors by 2 October 2002 after which date the personal representative/s will distribute the assets having regard only to the claims of which they then had notice.

BRUCE M. COOK & ASSOCIATES,
barristers & solicitors,
Level 19, AMP Tower,
535 Bourke Street, Melbourne, Vic. 3000.

Creditors, next-of-kin and others having claims in respect of the estate of FRANCIS HUNTER CURTIS, late of Unit 37, "Parkridge" Canal Road, Paynesville, in the State of Victoria, retired, deceased, who died on 5 January 2002,

are to send particulars of their claims to the administrators, ANZ Executors and Trustee Company Limited, 530 Collins Street, Melbourne, by 1 October 2002 after which date it will distribute the assets having regard only to the claims of which it then has notice.

ENGEL & PARTNERS PTY.,
legal practitioners,
109 Main Street, Bairnsdale.

Re: REGINALD STANLEY CLARKE, late of Forest Road, Vinifera, Victoria, farmer, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 July 2001, are required by the trustees, Jeannette Aileen Roberts and Barbara Mary Monk, to send particulars to them by 2 October 2002 after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

GARDEN & GREEN, solicitors,
4 McCallum Street, Swan Hill.

WINSTON LLOYD GEORGE WILLIAMSON, late of Bona Vista via Warragul, farmer, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 September 1996, are required by the trustees, Winston Neil Williamson, Janice Elizabeth White and Pamela Joan Roberts, to send particulars of their claims to them care of the undersigned solicitors by 3 October 2002 after which date the trustees may convey or distribute the assets having regard only to the claims of which they then have notice.

GRAY FRIEND & LONG, solicitors,
70 Queen Street, Warragul 3820.

Creditors, next-of-kin and others having claims in respect of the estate of MAYSIE LEMA FIELD, late of Unit 13, 'Girrawheen Court', 80 Outer Crescent, Brighton, in the State of Victoria, widow, who died on 13 May 2002, are required to send particulars of their claims to the executrix, Jane Emilie Stewart, C/- the undermentioned solicitors by 1 October 2002 after which date the said executrix will distribute the assets having regard only to the claims of which she then has notice.

INDOVINO'S LAWYERS,
Level 6, 271 William Street, Melbourne 3000.

VERA MARY McINTYRE, late of 70 Jennings Street, Kyneton, Victoria, home duties, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 August 2001, are required by the trustees and executrices, Jillian Mary Challis of 22 Stawell Street, Romsey, Victoria, home duties and Joy Pattinson of 344 West Goldie Road, Lancefield, Victoria, home duties, to send particulars to them at the address appearing below by 30 September 2002 after which date the trustees and executrices may convey or distribute the assets having regard only to the claims of which they have notice.

JAMES KELLEHER, legal practitioner,
75 Main Street, Romsey 3434.

Estate of DONALD MacGILLIVRAY, deceased. Creditors, next-of-kin and others having claims in respect of the estate of DONALD MacGILLIVRAY, late of 34 Ella Grove, Chelsea, Victoria 3196, retired, who died on 19 October 2000, are required by John Ramsay Fullerton, the administrator to whom letters of administration of the deceased's will have been granted, to send particulars of their claim to the administrator at his address below within two months of the date of publication of this notice, after which date the administrator will distribute the assets of the deceased having regard only to the claims of which the administrator then shall have notice.

JOHN R. FULLERTON, solicitor,
2/2 Anderson Street, South Yarra, Vic. 3141.

MARIA PASTRAS, late of 96 Polaris Drive, East Doncaster, married woman, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 October 2001, are required by the trustees, John Pastras and Victoria Pastras, both of 96 Polaris Drive, East Doncaster, Victoria, to send particulars to them by 15 October 2002 after which date the trustees may convey or distribute the assets having regard only to the claims of which they then have notice.

KEITH HERCULES, solicitors,
Suite 709,
442 St. Kilda Road, Melbourne 3004.

Creditors, next-of-kin and others having claims in respect of the estate of ELSIE WATSON McPHEE, late of "Bartling Place", Yallambee Village, Matthews Crescent, Traralgon, Victoria, married woman, deceased, who died on 15 June 2002, are to send their claims to the trustee, David Donald McPhee of 5 Mabel Street, Traralgon, Victoria, care of the below mentioned solicitors by 30 September 2002 after which date he will distribute the assets of the deceased having regard only to the claims of which he then has notice.

LITTLETON HACKFORD, solicitors,
Law Chambers,
115 Hotham Street, Traralgon, Vic. 3844.

Creditors, next-of-kin and others having claims in respect of the estate of KATHLEEN IRENE WHELAN, late of 18 Elizabeth Street, Traralgon, Victoria, widow, deceased, who died on 1 July 2002, are to send their claims to the trustee, Margaret Catherine Larkins of 103 Melba Avenue, Sunbury, Victoria, care of the below mentioned solicitors by 30 September 2002 after which date she will distribute the assets of the deceased having regard only to the claims of which she then has notice.

LITTLETON HACKFORD, solicitors,
Law Chambers,
115 Hotham Street, Traralgon, Vic. 3844.

Creditors, next-of-kin and others having claims in respect of the estate of EDWIN FRANCIS EDWARDS, late of Unit 6, Berwick Brae Retirement Village, 670-690 Princes Highway, Berwick, retired carpenter, deceased, who died on 4 February 2002, are to send particulars of their claim to the executors of the estate, Scott David Edwards and Louise Manay Thomson, care of the undersigned by 30 September 2002 after which date they will distribute the assets of the estate having regard only to the claims of which they then have notice.

LOBB & KERR, solicitors,
262 Stephenson's Road, Mount Waverley.

HEATHER HOPE AGNES ROBINSON, late of Graceton Nursing Home, Livingstone Street, Ivanhoe, Victoria, widow, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 February 2002, are required by the

executors, Murray Allan Robinson and Robin Neil Robinson, 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.

GWENDOLYN ELIZABETH BATESON, late of Oak Towers Hostel, Ainerton Road, Oakleigh, Victoria, housekeeper, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 April 2002, are required by the executor, Equity Trustees Limited, ACN 004 031 298 of Level 2, 575 Bourke Street, Melbourne, Victoria, to send particulars to it by 2 October 2002 after which date it may convey or distribute the assets having regard only to the claims of which it then has notice.

NICHOLAS O'DONOHUE & CO., lawyers,
180 Queen Street, Melbourne 3000.

Re: The MARMARAS FAMILY TRUST. Creditors or others having claims in respect of the MARMARAS FAMILY TRUST, are to send particulars of their claims to the trustees, care of the undermentioned solicitors by 10 October 2002 after which date the trustees will distribute the assets of the Trust having regard only to the claims of which the trustees then have notice.

NUNAN & BLOOM, solicitors,
343 Little Collins Street, Melbourne.

Re: EDNA ELIZABETH PEART, late of Broughton Hall Nursing Home, 2 Berwick Street, Camberwell, Victoria, widow, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 April 2002, are required by the trustee, Pamela Elizabeth McLeod of 3 Irvine Street, Glen Iris, Victoria, retired pharmacist, the daughter, to send particulars to the trustee by 15 October 2002 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,
24 High Street, Glen Iris 3146.

FRANZ MAYER (also known as Franz Seraphicus Mayer), late of 15 Furneaux Grove, Balaclava, Victoria. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 February 2002, are required by Perpetual Trustees Consolidated Limited, ACN 004 029 841 (in the will called National Mutual Trustees Limited) of 360 Collins Street, Melbourne, Victoria, to send particulars of their claims to the said company by 2 October 2002 after which date it will convey or distribute the assets having regard only to the claims of which the company then has notice.

Re: MAVIS SELINA SMITH, late of Blackburn Nursing Home, Blackburn, Victoria, but formerly of Unit 3, 90 Pleasant Road, Nunawading, Victoria, shop assistant, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 May 2002, are required by the executor, Alison Joy Kelly of 124 Berrabi Drive, Scoresby, Victoria, home duties, daughter, to send particulars to the executor by 30 September 2002 after which date the executor may convey or distribute the assets, having regard only to the claims of which the executor has notice.

RICCIONI & GREENWOOD, solicitors,
142 Main Street, Lilydale 3140.

Re: RAYMOND GEORGE WESTLEY, late of 129 Kananook Avenue, Seaford, engineer, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 May 2002, are required by the executors, Prudence Ann Dana, bookkeeper/home duties, daughter and Lucio Edward Dana, business consultant, son-in-law, both of 120 Polaris Drive, Doncaster East, Victoria, to send particulars to the executors by 30 September 2002 after which date the executors may convey or distribute the assets, having regard only to the claims of which the executors have notice.

RICCIONI & GREENWOOD, solicitors,
142 Main Street, Lilydale 3140.

Re: GEOFFREY WALLACE BELL, late of 19 Hillside Terrace, Ascot Vale, refrigeration mechanic, deceased. Creditors, next-of-kin and others having claims in respect of the estate of

the deceased, who died on 26 February 2002, are required by the trustee, Erika Helga Waltraud Thomson (also known as Rikki Thomson) of 19 Hillside Terrace, Ascot Vale, Victoria, home duties, the de facto wife, to send particulars to the trustee no later than two months after the publication of this notice after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SEPTIMUS JONES & LEE, solicitors,
Level 5/99 William Street, Melbourne 3000.

Re: CYNTHIA LOIS FLINKIER, late of Hawthorn Grange, 7 Hunter Street, Hawthorn, Victoria, home duties, deceased. Creditors, next-of-kin or others having claims in respect of the estate of the deceased, who died on 14 May 2002, are required by the trustees, Ronald Serry, solicitor and Benjamin Elisha, medical practitioner (with leave reserved to Nathan Serry to prove the will) of 224 Queen Street, Melbourne and 248 Dandenong Road, St. Kilda East, Victoria, respectively, to send particulars to the trustees by 1 October 2002 after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

SERRY WHITE & CO., solicitors,
Level 2, 224 Queen Street, Melbourne.

Re: BRUCE CHARLES GILL, late of 17 McLennan Street, Apollo Bay, retired carpenter, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 March 2002, are required by the deceased's personal representatives, Stanley Robert Gill and Kevin Raymond Gill, to send particulars to them care of the undermentioned solicitors by 6 November 2002 after which date they may convey or distribute the assets having regard only to the claims of which they then have notice.

SEWELLS LARKINS McCARTHY, lawyers,
119 Murray Street, Colac.

BETTY EMILY FLORENCE WILSON, late of 46 South Road, Brighton, Victoria, retired nursing sister, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who

died on 4 February 2002, are required to send particulars of their claims to the executors, Roger Buick Wilson and Robert Reid Wilson, care of the undermentioned solicitors by 5 October 2002 after which date the said executors will distribute the assets having regard only to the claims of which they then have notice.

T. J. MULVANY & CO., solicitors,
2nd Floor, 51 Queen Street, Melbourne 3000.

EDNA CAROLINE CURWEN-WALKER, late of 1/5 Stornoway Road, Burwood, Victoria, retired trained nurse, deceased. Creditors, next-of-kin and all other persons having claims against the estate of the said deceased are required by Equity Trustees Limited, executor of the estate of the said deceased, to send particulars of such claims to them care of the undermentioned solicitors on or before 1 October 2002 after which date they will distribute the estate having regard only to the claims of which they then have notice.

WILLIAM MURRAY, solicitors,
411 Collins Street, Melbourne 3000.

Re: IRIS JOY LOVEDAY, late of Unit 2, 39 Jessica Close, Wantirna, Victoria. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 August 2001, are required to send particulars of their claims to the executor C/- Wills & Probate Victoria – Lawyers, GPO Box 1946R, Melbourne 3001 by 21 October 2002 after which date the executor may convey or distribute the assets having regard only to the claims of which she may then have notice.

WILLS & PROBATE VICTORIA, lawyers,
Level 5, 360 Little Bourke Street, Melbourne.

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

On Wednesday 4 September 2002 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 Dale Stephen Murphy of 13 Centre Grove, Healesville, joint proprietor with Daniel Matthew Clark and Loretta Mary Murphy of an estate in fee simple in the land described on

Certificate of Title Volume 7969, Folio 130 upon which is erected a dwelling known as 13 Centre Grove, Healesville.

Registered Mortgage No. V049364P affects the said estate and interest.

Terms – Cash/Eftpos
(Debit cards only. No Credit Cards)

SW-02-002121-2

Dated 1 August 2002

V. PARKIN
Sheriff's Office

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

On Wednesday 4 September 2002 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 Kevin Londrigan of 6 Charlton Street, North Blackburn, proprietor of an estate in fee simple in the land described on Certificate of Title Volume 10572, Folio 554 which is vacant land known as 16 Felecia Street, Rye.

Registered Caveat No. X944275W affects the said estate and interest.

Terms – Cash/Eftpos
(Debit cards only. No Credit Cards)

SW-01-011156-1

Dated 1 August 2002

V. PARKIN
Sheriff's Office

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 HOSPITAL CARE LIMITED			
\$			
Attawayne Pty Ltd, "Harris Family A/c", 13 St. Vincent Place South, Albert Park	427.50	Cheque	27/04/00
Mr Brent Michael Baird, 417 Kessels Road, Robertson, Qld	112.50	"	"
Mr Neil Patrick Bigg, "Calais Super Fund A/c", GPO Box 1259, Hobart, Tas.	112.50	"	"
Mr Jack Bock & Mrs Fay Bock, "Hepel Staff Super Fund", 383 Malvern Road, South Yarra	135.00	"	"
Mrs Sally Jean Greeley, 152 Roslyn Avenue, Blackmans Bay, Tas.	108.00	"	"
Ms Susan Higgins, 2/1075 Riversdale Road, Surrey Hills	108.00	"	"
Mr Stanley Wai Hung Lah, Flat A 19/F, 103 Broadway Street, Mei Foo Sun Cheun, Kowlan, Hong Kong	337.50	"	"
Dr Patrick Francis Lyons, "Pat Lyons Personal Sup A/c" 59 Augusta Road, Lenah Valley, Tas.	112.50	"	"
Patricia Investments Pty Ltd, 79 Moray St, New Farm, Qld	1,278.43	"	"
Mr Stanisa Petrovic, PO Box 98, Maroubra, NSW	1,687.50	"	"

02188

CONTACT: CARLO PANEGHEL, PHONE: (03) 9615 9842.

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>
BELBRIDGE HAGUE SOLICITORS			
\$			
Tamara Joy Kilpatrick, 590 Krautz Street, Lavington, NSW	237.11	Cheque	01/09/92
Vicki-Ann Carter, 590 Krautz Street, Lavington, NSW	237.11	"	"
Timothy Eddington, 590 Krautz Street, Lavington, NSW	237.11	"	"
Marjorie Noon, Old Stud Road, Wantirna	1,277.75	"	"

02225

CONTACT: BETTINA COLLINS, PHONE: (02) 6021 2500.

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>
CENTRO PROPERTIES TRUST			
	\$		
Pauline Alice Benson, 153 Penquite Road, Launceston, Tas.	207.94	Cheque	31/08/00
Est. Rosemary Barbara Brindal, Unit 14, 29 Fuller Street, Walkerville, SA	252.00	"	09/02/00
Est. Rosemary Barbara Brindal, Unit 14, 29 Fuller Street, Walkerville, SA	629.25	"	29/02/00
Colin J. Ward, GPO Box 1214K, Melbourne	131.00	"	31/08/00
Colin J. Ward, GPO Box 1214K, Melbourne	476.50	"	"

02183

CONTACT: CARLO PANEGHEL, PHONE: (03) 9615 9842.

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>
CT RETAIL INVESTMENT TRUST			
	\$		
Mr Jack Balwyn Bateman Decd & Mrs Elizabeth Bateman, Unit 1, 105 Surrey Road, Blackburn North	253.67	Cheque	25/02/00
Cairnsmore Pty Ltd, "DS Forbes Pension Fund A/c", Private Box N613, Grosvenor Place Post Office, Sydney, NSW	242.00	"	31/05/00
Cairnsmore Pty Ltd, "DS Forbes Pension Fund A/c", Private Box N613, Grosvenor Place Post Office, Sydney, NSW	411.40	"	25/02/00
Cairnsmore Pty Ltd, "DS Forbes Pension Fund A/c", Private Box N613, Grosvenor Place Post Office, Sydney, NSW	264.00	"	31/08/00
Cairnsmore Pty Ltd, "DS Forbes Pension Fund A/c", Private Box N613, Grosvenor Place Post Office, Sydney, NSW	363.00	"	30/11/00
Mrs Natalie Coffey & Mr John Coffey, "Coffey Family S/Fund A/c", 15 Dorothy Street, Camp Hill, Qld	132.00	"	"

Mr Russell Andrew Cullinane, C/- Tower Trust Ltd, GPO Box 546, Adelaide, SA	165.00	”	”
Mr Philip Drew, 12 View Street, Annandale, NSW	105.71	”	31/05/00
Estate of The Late Margaret Jean Ford, C/- Stojanovic Solicitors, PO Box 3425 Liverpool, NSW	220.00	”	”
Estate of The Late Margaret Jean Ford, C/- Stojanovic Solicitors, PO Box 3425 Liverpool, NSW	240.00	”	31/08/00
Estate of The Late Margaret Jean Ford, C/- Stojanovic Solicitors, PO Box 3425 Liverpool, NSW	330.00	”	30/11/00
Ms Clarice Mae Fraser, 18 Yallourn Street, Ardeer	120.00	”	31/08/00
Ms Clarice Mae Fraser, 18 Yallourn Street, Ardeer	187.00	”	25/02/00
Ms Clarice Mae Fraser, 18 Yallourn Street, Ardeer	165.00	”	30/11/00
Ms Clarice Mae Fraser, 18 Yallourn Street, Ardeer	110.00	”	31/05/00
Holloway Superannuation Nominees Pty Ltd, 5 Glenferrie Street, Caulfield North	110.00	”	”
Holloway Superannuation Nominees Pty Ltd, 5 Glenferrie Street, Caulfield North	120.00	”	31/08/00
Mrs Ana Kurciewa, 24/13 Cantonment St, Fremantle, WA	516.00	”	31/08/00
Ms Fay Delaine Muir, 288 Southgate Road, Alummy Creek via Grafton, NSW	108.15	”	”
National Mutual Life Nominees Ltd, “MM Tax Effective Income A/c”, Att: Lorin Lytras, Level 13/1 Castlereagh Street, Sydney, NSW	1,650.00	”	30/11/00
National Mutual Life Nominees Ltd, “MM Tax Effective Income A/c”, Att: Lorin Lytras, Level 13/1 Castlereagh Street, Sydney, NSW	1,200.00	”	31/08/00
Mrs Edith Jean Pearce, 148A Sherwood Rd, Toowong, Qld	165.00	”	30/11/00
Super John Pty Ltd, C/- Mr Robert Catto, 12th Floor, 75 Pitt Street, Sydney, NSW	440.00	”	31/05/00
Super John Pty Ltd, C/- Mr Robert Catto, 12th Floor, 75 Pitt Street, Sydney, NSW	748.00	”	25/02/00
Super John Pty Ltd, C/- Mr Robert Catto, 12th Floor, 75 Pitt Street, Sydney, NSW	660.00	”	30/11/00
Super John Pty Ltd, C/- Mr Robert Catto, 12th Floor, 75 Pitt Street, Sydney, NSW	480.00	”	31/08/00
Mrs Ellen Travis, 6 Wentworth Street, Dover Heights, NSW	181.50	”	30/11/00

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CONTACT: CARLO PANEGHEL, PHONE: (03) 9615 9842.

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>
DEUTSCHE DIVERSIFIED TRUST			
	\$		
Ms Christine Backway, 10 Toward Street, Murrumbidgee	275.16	Cheque	24/11/00
Mr Daniel Mackie Baird, PO Box 847, Swan Hill	126.44	”	26/05/00
Mr Daniel Mackie Baird, PO Box 847, Swan Hill	124.12	”	24/11/00

Mrs Jennifer Lynette Bennett, 33 Brett Street, Kingslangley, NSW	361.17	''	''
Est Beryl M. Brown, 56 Dent Street, Glen Iris	320.60	''	25/02/00
Est Beryl M. Brown, 56 Dent Street, Glen Iris	305.30	''	26/05/00
Est Beryl M. Brown, 56 Dent Street, Glen Iris	298.20	''	25/08/00
Est Beryl M. Brown, 56 Dent Street, Glen Iris	299.60	''	24/11/00
E. A. Frigairmatic (Vic) Pty Ltd. "Executive Benefit Plan A/c", 1/3 St Albans Road, St Albans	108.09	''	25/08/00
Mrs Wendy June Havelock Harvie, 4 Archer Court, Brighton East	214.00	''	24/11/00
Koorngal Hills Pastoral Pty Ltd, RMB 4012, Cobram	151.23	''	25/02/00
Frances Margaret MacNamara, Unit 3, 97 Young Street, Parkside, SA	214.00	''	24/11/00
Patrick J. McKeen, 16 Edwards Street, Brighton, SA	103.20	''	25/08/00
Spire Investments Pty Limited, C/- A. Liddle, 63 Kangaroo Street, Manly, NSW	114.50	''	25/02/00
Spire Investments Pty Limited, C/- A. Liddle, 63 Kangaroo Street, Manly, NSW	109.00	''	26/05/00
Margaret Steel, 42 Albany Crescent, Surrey Hills	279.58	''	25/08/00
Margaret Steel, 42 Albany Crescent, Surrey Hills	280.90	''	24/11/00
Charles K. T. Thompson, PO Box 113, Maleny, Qld	458.00	''	25/02/00
Charles K. T. Thompson, PO Box 113, Maleny, Qld	436.00	''	26/05/00
Mr Ian Barry Turner, 4 Waratah Street, Scotts Head, NSW	267.05	''	''
Nigel Wild, C/- Wild Corporation Pty Ltd, "Super Fund", Shaw & Company, 43 Belgrave Street, Manly, NSW	197.95	''	25/05/00
Estate Edith Annie Woolhouse, C/- Peter Mann Pty, 16 Gilbert Street, Torquay	367.92	''	26/05/00
Joyce Marion Caroline Young & Peter Addison Young & Diana Marion Young, Chiltern Park, RMB 5210, Macarthur	274.50	''	25/08/00

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CONTACT: CARLO PANEGHEL, PHONE: (03) 9615 9842.

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>
GADENS LAWYERS			
	\$		
Graham, 5 Hume Crescent, Alfredton	1,644.00	Cheque	04/03/99
McPhie, 9 Kaisman Square, Wantirna	575.00	''	07/01/00
Hickey & Holt, 19 Ross Trevor Crescent, Mitcham	500.00	''	21/06/00
Spargur, 117 Narre Warren—Cranbourne Road, Cranbourne	248.00	''	05/12/00
Quach, 6 Cremorne Street, Bray Brook	185.60	''	08/12/00
Parker, 10 Jones Court, Traralgon	1,559.20	''	28/12/00
Marinos, 6 Kathleen Grove, Bulleen	458.40	''	09/01/01
Morrison & Villini, 11 Phillip Street, Mulgrove	103.07	''	11/01/01

Hampton & Chapman, 3 Community Parade & 20 Leicester Street, Balwyn North	269.00	''	03/05/01
Ray, Unit 1, 7 Wimble Street, Northcote	735.20	''	''
Trand, 2/41 Swan Walk, Chelsea & Unit 16, 18 Hamilton Road, Bays	346.40	''	09/05/01
Kleeven, 51 Stoddarts Road, Warragul	315.00	''	21/05/01
Grundy, 21 Mosman Close, Wantirna & 4 Wild Close, Knoxfield	100.00	''	23/02/01
Tadros, 121 Emily Drive, Narre Warren	419.20	''	07/03/01
Lam, 441 Abbotsford Road, North Melbourne	820.00	''	13/03/01
Hoogenboom & Fletcher, 6 Lanley Crescent, Dandenong	2,210.15	''	02/04/01
Jayaranjan, Lots 261, 488 Swanston Street, Melbourne	117.90	''	09/10/00
Earley, 13 Witken Avenue, Wantirna South	575.00	''	17/04/00
Wood, Lot 95, Gowanbrae Drive, Strathmore	118.00	''	02/04/01
Abbott, 7 Barton Mens, Berwick	108.00	''	04/04/01
Vieses, Unit 1, 12 Fitzroy Street, St Kilda	956.00	''	06/04/01
Agapitos, 27 Sunbird Crescent, Carrum Downs	244.00	''	14/05/01

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CONTACT: REBECCA CASTLES, PHONE: (03) 9617 8527.

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>
MADDENS LAWYERS			
	\$		
J. O'Flaherty	361.15	Cheque	24/11/00

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CONTACT: LEEANNE WILLIS OR NORM SHAW, PHONE: (03) 5560 2000.

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>
MAYNE GROUP LIMITED			
	\$		
Mr Bruno Agostino, 8 Romano Close, Edensor Park, NSW	240.00	Cheque	31/03/00
Basscom Pty Ltd, "Basscom Welfare Fund A/c", 11/57 Labouchere Road, South Perth, WA	170.15	''	''

Basscom Pty Ltd "Basscom Welfare Fund A/c", 11/57 Labouchere Road, South Perth, WA	100.00	"	29/09/00
Mr Michael Eherenfried Baume, 54/75 Spofforth Street, Cremorne, NSW	170.15	"	31/03/00
Est Doriel Rowen Bayles, C/- Yuncken & Yuncken, 395 Collins Street, Melbourne	210.00	"	29/09/00
Margaret Benson, 32 Poulter Street, Ashburton	180.00	"	"
Biodirection Pty Ltd, Attn : Bill Anton, 68 Burwood Highway, Burwood	131.00	"	"
Mr Jon Nicolai Herringstad Bjarnason, 282 St Kilda Street, Brighton	850.80	"	31/03/00
Mr James Brindley & Mrs Liza Brindley, Dong Hu Villa B3 Hong Qiao Road 1985 Shanghai, China	111.60	"	"
Butlers And Daughters Super Fund Pty Ltd, 40 Soldiers Point Drive, Norah Head, NSW	118.25	"	29/09/00
Mr Norman Chew, 76 Yorktown Parade, Maroubra, NSW	112.50	"	"
Est Robert Julian Clutterbuck, 10 Cranstons Road, Middle Dural, NSW	285.00	"	"
Colonial Sheet Metal Pty Ltd, "Colonial Long Service A/c", Po Box 1079, Aitkenvale, Qld	127.60	"	31/03/00
Mr Richard John Condon, 13 Illawong Drive, Donvale	250.00	"	29/09/00
Consolidated Ventures Inc, PO Box 1451, Port Vila, Vanuatu	936.00	"	"
Mr Michael Cowen, Unit 903, 7 River Street, South Yarra	100.00	"	"
Mary Glen Crow, 14 Nott Street, East Malvern	240.00	"	31/03/00
Estate Ronald George Cummins, C/- The Public Trustee of Queensland, PO Box 876, Southport, Qld	616.32	"	"
Mr Ferdinandus Soleh Dahlan, Jl Hasanudin Number 47 Pekalongan, Indonesia	250.00	"	29/09/00
Ms Tara Lynette Daniel, 39 Boomerang St, Turramurra, NSW	150.00	"	"
Mrs Carol D'Aoust & Mr Donald D'Aoust, 91 Thuddungra Road, Duffys Forest, NSW	100.00	"	"
Geoffrey Cameron Darby, 49 Virginia St, Newtown, Geelong	255.00	"	"
Mr Gordon Cleal Darnell, PO Box 1648, Macquarie Centre, NSW	100.00	"	"
Ms Dianne Dowling, "Di Dowling Super Fund A/c", 90 Atkinson Street, Templestowe	125.00	"	"
Estate Dorothy Downie, C/- Cromer Wicks, PO Box 14, Rps Bay, NSW	108.00	"	31/03/00
Mr Graham Campbell Foden, 66 Fremantle Road, Gosnells, WA	240.00	"	"
Mr Graham French, 36 Rosemount Road, Richmond, Surrey TW10 6QI United Kingdom	300.00	"	29/09/00
Glenfield Group Pty Ltd, 20 Carn Avenue, Ivanhoe	100.00	"	"
Ms Zuo Ping Guan, Unit 29b-Block B, Yuanling-Yuanzhou Garden, Hong Li Rd, Shenzhen, China	750.00	"	"
Charmian Ola Harre, PO Box 45, Auckland, New Zealand	892.80	"	31/03/00
Mrs Marguerita Mary Hegerty, PO Box 6445, Mackay Mail Centre, Mackay, Qld	204.00	"	"
Mr Nicholas Mark Holl, Unit 24, 2 Bradley Avenue, Concord West, NSW	100.00	"	29/09/00
J P Harrison Nominees Pty Ltd, "J P H Superfund A/c", C/-Pitcher Partners Investment Services, GPO Box 5193AA, Melbourne	480.00	"	31/03/00
J P Harrison Nominees Pty Ltd, "J P H Superfund A/c", C/-Pitcher Partners Investment Services, GPO Box 5193AA, Melbourne	200.00	"	29/09/2000

Joined Up Thinking Pty Ltd, "Blampied A/c", 34 Billyard Avenue, Elizabeth Bay, NSW	144.00	"	31/03/00
Mr Barry Kelly, 5/29 Mona Road, Darling Point, NSW	500.00	"	29/09/00
Mr Stanley Wai Hung Lah, Floor 32, Flat F, Block 2, Le Sommet, 28 Fortress Hill Road, North Point Hong Kong	412.80	"	31/03/00
Mr Stanley Wai Hung Lah, Floor 32, Flat F, Block 2, Le Sommet, 28 Fortress Hill Road North Point Hong Kong	200.00	"	29/09/00
Mrs Michelle Lewis, 243 Fullers Road, Chatswood, NSW	125.00	"	"
Mrs Fiona Joy Low, 110 Auklet Road, Mt Hutton, NSW	300.00	"	31/03/00
Mrs Lolita Jean Lowe, Unit 64, 9 East Terrace, Adelaide, SA	209.16	"	"
Dr Patrick Francis Lyons, "Pat Lyons Personal Sup A/c", 59 Augusta Road, Lenah Valley, Tas.	255.25	"	"
Dr Patrick Francis Lyons, "Pat Lyons Personal Sup A/c", 59 Augusta Road, Lenah Valley, Tas.	150.00	"	29/09/00
Mrs Catherine Winifred Malouf, 15 Drumalbyn Road, Bellevue Hill, NSW	180.00	"	31/03/00
Mr Justin Manley-Cooper, C/- Salomon Smith Barney International, 3 Lombard Street, London EC3V 9AA United Kingdom	100.00	"	29/09/00
Matelinda Nominees Pty Ltd, 2 Rowell Road, Glenunga, SA	100.00	"	"
Mr Michael Ronald McGowan & Mrs Ann-Marie McGowan, "McGowan Family A/c", 635 Margaret Road, Hovea, WA	112.25	"	"
Angus Campbell McKechnie, 15/449 St Kilda Road, Melbourne	180.00	"	31/03/00
Estate William Millwood, C/- Eric Butler, Suite 3, 313 Charlestown Road, Charlestown, NSW	240.00	"	"
Mr Darren Moore, 149 Tanguile Ayala, Alanbang Village, Muntinpula Metro, Manila, Philippines	249.10	"	"
Mr Brendan Leslie Allan Mullins, 24 Martin Street, Regentville, NSW	125.00	"	29/09/00
Mr Nick Munafo, "Bimota Nominees P/L A/c", 68 Jubilee Street, Mount Waverley	230.00	"	"
Mr John Phillip Norriss, 314 Alexander Drive, Dianella, WA	100.00	"	"
Mr Benjamin Thomas O'Callaghan, Unit 19, 3 Tauss Place, Bruce, ACT	144.00	"	31/03/00
Mr Paul William O'Hanlon, 109 Denison Street, Camperdown, NSW	120.00	"	"
Claudia Mary O'Malley, 94 Essex Street, Wembley, WA	320.00	"	29/09/00
Mr Grant Geoffrey Ovens, 13 Queen Street, Mosman, NSW	350.00	"	"
Oxford Technologies Ltd, Aubrig Strasse 58854 Siebnen, Switzerland	131.58	"	31/03/00
Mr John Robert Pearson, PO Box 382, Kalamunda, WA	135.00	"	29/09/00
Mr James Lee Phenix & Mrs Bulian Phenix, 8 Lorong 16/9A 46350 Petaling Jaya Selangor, Malaysia	446.40	"	31/03/00
Pillage Investments Pty Ltd, "The Pillage Super Fund A/c", PO Box 375, West Perth, WA	425.40	"	"
Pirita Heights Pty Ltd, "Harvey Super Fund A/c", C/-Bell Taxation, Locked Bag 1, Albert Park	170.15	"	"
Mr Donald Courtenay Poulden & Mr William Barry Beilby "Capfire S/F A/c", , 14/82 Elizabeth Street, Sydney, NSW	130.00	"	29/09/2000
Mr Thomas Qureshi, 2 Montague Avenue, Glen Iris	250.00	"	"
R. & B. J. Scrace, "Scrace Family Superfund A/c", PO Box 408, Bowral, NSW	170.15	"	31/03/00

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Radx Pty Ltd, Unit 2, 37 Nicholson Street, Balmai , NSW	120.00	”	29/09/00
Mrs Nancy Rayment, Unit 17, 52 Darling Point Road, Darling Point, NSW	212.64	”	31/03/00
Recoveries Australia Pty Ltd, “Cladingboel Family Account”, Suite 7, Level 10, 14 Queens Street, Melbourne	100.00	”	29/09/00
Mr James Gourdou Robertson & Mrs Adrienne Grant Robertson, PO Box 594, Mittagong, NSW	1276.20	”	31/03/00
Rochdale Investments Pty Ltd, 5 Earls Court, Mt Claremont, WA	445.00	”	29/09/00
Mr John Roy Scott, “J. & E. Scott S/F Pty Ltd A/c”, Unit 129 17 Bayview Street, Runaway Bay, Qld	150.00	”	”
Mr David Silver, 2/32 Macrossan Street, Brisbane, Qld	255.25	”	31/03/00
Mr Leon Ernest Skinn & Ms Dorothy Theresa Skinn, PO Box 266, Barcaldine, Qld	100.00	”	29/09/00
Mrs Pearl Squires, 21 Lansdown Street, Balwyn North	425.00	”	”
Mr Christopher Les Stasey, 21 Wakefield St, Kensington	150.00	”	”
Mrs Julie Ann Stewart, 13 Elfin Hill Road, Greenwell Point, NSW	114.95	”	31/03/00
Dr Ross George Arthur Sutton, 19 Peace Avenue, Pymble, NSW	170.15	”	”
Peter Tetas, 28A High Street, Glen Iris	156.00	”	”
Mr John Theodoor Nico Vellenga, 24 Walsh Avenue, Castle Hill, NSW	107.40	”	29/09/00
Estate Stanley Arthur Wallis, Hill End Firfield Avenue, Breaston, NR Derby, United Kingdom	318.95	”	31/03/00
Estate Stanley Arthur Wallis, Hill End, Firfield Avenue, Breaston, NR Derby, United Kingdom	142.90	”	29/09/00
Nerrida Frances Watt, 81 Martin Street, Tenterfield, NSW	170.88	”	31/03/00
Ernest John Williams, 6/106 Johnston St, Annandale, NSW	226.08	”	”
Mr Ian Woodside & Mrs Isobel Woodside, 25 Macartney Avenue, Kew	100.00	”	29/09/00
Mr John Wortley & Ms Alexandra Palk, PO Box 2350, Hawthorn	142.50	”	”
Mr Oliver John Wynhoven, Unit 11, 10 Elaine Court, Richmond	240.00	”	31/03/00
Mrs Hui Chen Yang, Unit 16/7 Boundary St, Brisbane, Qld	100.00	”	29/09/00
Ms Anna Yeung, 8 Bannockburn Road, Pymble, NSW	120.00	”	31/03/00

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CONTACT: CARLO PANEGHEL, PHONE: (03) 9615 9842.

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>
PRIME RETAIL PROPERTY TRUST			
\$			
Mr Christopher Paul Bunday, 30 Le Panoramieet 04400 Barcelonnette, France	560.60	Cheque	12/05/00
Gloria Superannuation Fund Pty Ltd, 15 Blacktop Road, Hillbank, SA	225.00	"	11/02/00
Mrs Dorothea Anne Livy, 4 Grandview Court, McCrae Estate Kevin Lyons, C/- Mahonys Solicitors, 400 Collins Street, Melbourne	200.00	"	15/08/00
Ms Sylvia Rice & Mr Peter Ferguson, "Rice Allocation Fund A/c", C/- Scott Advisory Services, 30 Young Street, Wollongong, NSW	214.00	"	10/11/00
Ms Sylvia Rice & Mr Peter Ferguson, "Rice Allocation Fund A/c", C/- Scott Advisory Services, 30 Young Street, Wollongong, NSW	165.92	"	11/02/00
Ms Sylvia Rice & Mr Peter Ferguson, "Rice Allocation Fund A/c", C/- Scott Advisory Services, 30 Young Street, Wollongong, NSW	147.48	"	12/05/00
Ms Sylvia Rice & Mr Peter Ferguson, "Rice Allocation Fund A/c", C/- Scott Advisory Services, 30 Young Street, Wollongong, NSW	147.48	"	15/08/00
Ms Sylvia Rice & Mr Peter Ferguson, "Rice Allocation Fund A/c", C/- Scott Advisory Services, 30 Young Street, Wollongong, NSW	153.01	"	10/11/00
Rydalle Pty Ltd, "The Fourth Wave (Aust) S/F", PO Box 995, Toronto, NSW	700.38	"	12/05/00
Mr Andrew John Stevens, 239 Richardson St, Middle Park	131.25	"	12/07/00
Ms Jennifer Dally-Watkins, 55 McIntosh St, Gordon, NSW	112.50	"	03/11/99
Ms Gigi Dannie Yuen, 12 Taronga Street, Hurstville, NSW	137.50	"	12/05/00

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CONTACT: CARLO PANEGHEL, PHONE: (03) 9615 9842.

Unclaimed Moneys Act 1962

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SEWELLS LARKINS McCARTHY			
	\$		
John Francis Clements	2,363.22	Cheque	31/05/01

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CONTACT: MAUREEN VESEY, PHONE: (03) 5231 5711.

Unclaimed Moneys Act 1962

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TABCORP HOLDINGS LIMITED			
	\$		
Brackley Park Super A/c, PO Box 235, Ascot Vale	172.50	Cheque	31/03/00
Brackley Park Super A/c, PO Box 235, Ascot Vale	180.00	"	29/09/00
Mr Warwick Russell Adams, PO Box 116, Dungog NSW	1,562.16	"	31/03/00
Mrs Julie Ann Agar, 8 Barnsbury Road, South Yarra	336.00	"	29/09/00
Mr Richard Aginfort, 1/39-41 Victoria Street, Box Hill	230.00	"	31/03/00
Mr Richard Aginfort, 1/39-41 Victoria Street, Box Hill	240.00	"	29/09/00
Mr Angelo Alateras & Mr Con Alateras, 4 Gardiner Parade, Glen Iris	230.00	"	31/03/00
Mr Geoffrey Kenneth Allen, 274 Gallipoli Road, Carina Heights, Qld	126.50	"	"
Mr Geoffrey Kenneth Allen, 274 Gallipoli Road, Carina Heights, Qld	132.00	"	29/09/00
Mr Geoffrey Thomas Allsop, 33 Adamson Avenue, Thornleigh, NSW	115.00	"	31/03/00
Mr Desmond George Samuel Anderson, 89 Carbine Street, Donvale	300.00	"	29/09/00
Ms Rosamund Francesca Antoniou, 23 Barcoo Street, East Roseville, NSW	144.00	"	"
Mrs Suzanne Armstrong, 3 PSN Taman Tunku, Bukit Tunku, Kuala Lumpur, Malaysia	690.00	"	31/03/00
Mr Kenneth Arber Arnold & Mrs Alicia Rose Arnold, 13 Bertrand Road, Sunrise Beach, Qld	120.00	"	29/09/00

Mr Warren William Baker & Mrs Florence Lorraine Baker, "Baker Superannuation A/c", 4 Bigola Court, Kallaroo, WA	1,044.00	"	"
Miss Sofia Banon, 231 Albion Street, Brunswick	336.00	"	"
Mr Eric Craig Barbour, Unit 501, 2 Birtley Place, Elizabeth Bay, NSW	100.51	"	31/03/00
Alicia Anne Barrett, 33 Lucknow Street, Ascot Vale	120.00	"	29/09/00
Mrs Regina Barrington, C/o 11 Greenhill Crescent, St Ives, NSW	172.50	"	31/03/00
Mrs Regina Barrington, C/o 11 Greenhill Crescent, St Ives, NSW	180.00	"	29/09/00
David Bateson, 1/14 Lower Wycombe Rd, Neutral Bay, NSW	175.44	"	"
Bayside Developments Pty Ltd, Att Mr J. Rossi, 58 Mckeon Circuit, Dandenong North	230.00	"	31/03/00
Mrs Margaret Beattie & Mr Edward Beattie, RMB 820, Pearsons Road, Trentham East	120.00	"	29/09/00
Mr Craig William Berry, PO Box 1168, Mildura	120.00	"	"
Mrs Sharlene Wendy Bertalli & Mr David Thomas Bertalli, 9 Inkerman Street, St Arnaud	624.00	"	"
Mr David Raymond Birchell, 42/2-10 Quarrymaster Drive, Pyrmont, NSW	240.00	"	"
Miss Rosemary Scott Blair, 4/12 Flavelle Street, Concord, NSW	240.00	"	"
Christina Borgefjord, PO Box 352, Rose Bay, NSW	240.00	"	"
Mr Ilias Bougias, "I & E Bougias Super Fund A/c", 79 Willow Bend, Bulleen	168.00	"	"
Mrs Jacqueline Boyle & Mr William Edwin Irwin, 3 Hoddle Way, Altona Meadows	120.00	"	"
Mr Simon John Brooker, C/- Macquarie Underwriting, 20 Bond Street, Sydney, NSW	230.00	"	31/03/00
Mr Simon John Brooker, C/- Macquarie Underwriting, 20 Bond Street, Sydney, NSW	240.00	"	29/09/00
Mr Emmil Browne, 7/8 Marriott Street, Caulfield South	115.00	"	31/03/00
Mr Lawrence Garven Bubeck, RMB 9295, Westernport Road, Ripplebrook	115.00	"	"
Mr Lawrence Garven Bubeck, RMB 9295, Westernport Road, Ripplebrook	120.00	"	29/09/00
Mrs Angela Jayne Burgess, 5 Dicksons Road, Winchelsea	230.00	"	31/03/00
Mrs Angela Jayne Burgess, 5 Dicksons Road, Winchelsea	240.00	"	29/09/00
Mr Peter Burnley, 42 Hedgeley Road, Keysborough	230.00	"	31/03/00
Ms Shirley Ellen Byron, 1 Carawa Court, Bundoora	480.00	"	29/09/00
Byronstead Pty Ltd, 4 Kerry Close, View Bank	240.00	"	"
Caravaggio Pty Ltd, "Jules Wynhausen S/Fund A/c", 20 Glenview Street, Paddington, NSW	264.00	"	"
Mr Giuseppe Carrazza, PO Box 43, Buronga, NSW	115.00	"	31/03/00
Mr Michael Casey, 8/144 Camden Street, Newtown, NSW	184.00	"	"
Mr Michael Casey, 8/144 Camden Street, Newtown, NSW	192.00	"	29/09/00
Mr Martin Laurenz Cassar, 5 Law Street, Newborough	120.00	"	"
Channon Superannuation Pty Ltd, 42 Dibar Drive, Tamworth, NSW	240.00	"	"
Mr Willoughry Robin James Charlton, 177 Glen Iris Road, Glen Iris	240.00	"	"
Dr Atanu Chaudhuri & Dr Devjani Chaudhuri, PO Box 8367, Boroko NCD, Papua New Guinea	240.00	"	"

Chazar Pty Limited, "Chazar Provident Fund A/c", C/- Pavillion Hotel, 580 George Street, Sydney, NSW	468.00	"	"
Miss Stephanie Chin, 1 Kanooka Ave, Lower Templestowe	240.00	"	"
Mr Chin Miang Choo, 65 Castle Hill Road, West Pennant Hills, NSW	150.00	"	"
Chris Anthony Entertainments Pty Limited, 24 Cordeaux Street, Hill End, Qld	230.00	"	31/03/00
Mrs Jeanette Maree Clifton, Parkinore, Corowa, NSW	192.00	"	29/09/00
Mr Peter David Close, 8 Braw Street, Williamstown	240.00	"	"
Clover Enterprises Inc., Avocats Au Barreau De Geneve, Rue Tour-De-L'ile, 1204 Geneve, Switzerland	5,750.00	"	31/03/00
Mr Gregory John Conrick & Mr Brian James Conrick, "Matthew Conrick Super A/c", 26 Todd St, Indooroopilly, Qld	240.00	"	29/09/00
Mr Neville Alexander Coon & Mrs Elsie Priscilla Coon, PO Box 201, Cheltenham	1,200.00	"	"
Dr Rosemary Prudence Cox, 141 Railway Avenue, Laverton	120.00	"	"
Mr Declan Coyne, C/- Ave De Cour 107, Lausanne, Switzerland	127.20	"	"
Mrs Martha Elizabeth Croker, 11 Bilinga Street, Currumbin, Qld	230.00	"	31/03/00
Mrs Margaret Lynda Crouch & Mr William Stanley Drummond, Tallawalla Road, Dareton, NSW	115.00	"	"
Mrs Juanita Crowley, 18 Wandeen Road, Clareville, NSW	460.00	"	"
Mrs Wendy Ellen Cuthbert, "Lindeve Lodge", 1/15 Todd Avenue, Yeppoon, Qld	115.00	"	"
Mrs Wendy Ellen Cuthbert, "Lindeve Lodge", 1/15 Todd Avenue, Yeppoon, Qld	120.00	"	29/09/00
David Dewar Pty Ltd, Unit 11, 13 Mernda Road, Kooyong	230.00	"	31/03/00
David Dewar Pty Ltd, Unit 11, 13 Mernda Road, Kooyong	240.00	"	29/09/00
Ddj Australia Investments Pty Ltd, "Schultz Holdings S/Fund A/c", C/- CP Financial Services, 404 Balwyn Road, Balwyn North	121.90	"	31/03/00
Mr Alfred Dean, 4/39 Rayhur Street, Clayton South	115.00	"	"
Mr Alfred Dean, 4/39 Rayhur Street, Clayton South	120.00	"	29/09/00
Ms Kylee Maree Delios, 32 Porter Road, Balwyn	480.00	"	"
Mrs Nina Christine Dewar & Mr Peter Joseph Britain & Mrs Christine Ann Britain, 11/13 Mernda Road, Kooyong	460.00	"	31/03/00
Mrs Nina Christine Dewar & Mr Peter Joseph Britain & Mrs Christine Ann Britain, 11/13 Mernda Road, Kooyong	480.00	"	29/09/00
Miss Deahn Dewar, 226 Princes Highway, Pakenham	115.00	"	31/03/00
Miss Deahn Dewar, 226 Princes Highway, Pakenham	120.00	"	29/09/00
Miss Serrin Dewar, 226 Princes Highway, Pakenham	115.00	"	31/03/00
Miss Serrin Dewar, 226 Princes Highway, Pakenham	120.00	"	29/09/00
Miss Rachael Dewar, 226 Princes Highway, Pakenham	115.00	"	31/03/00
Miss Rachael Dewar, 226 Princes Highway, Pakenham	120.00	"	29/09/00
Ms Michelle Marree Diss, 51 Flinders Street, Bittern	120.00	"	"
Mr Andrew M. Donald, C/- Clerk P., 205 William Street, Melbourne	230.00	"	31/03/00
Mr Andrew M. Donald, C/- Clerk P., 205 William Street, Melbourne	240.00	"	29/09/00
Mr Paul Reginald Donohoe, Sankt Jorgens, Alle 4, 4th Copenhagen V DK1615 Denmark	218.50	"	31/03/00

Mrs Sharon T. Dore, 17 South Street, Benalla	115.00	''	''
Mrs Sharon T Dore, 17 South Street, , Benalla	120.00	''	29/09/00
Mrs Amanda Jane Dorward, 1 Governors Drive, Mt Macedon	138.00	''	31/03/00
Mr Vernon Joseph D'souza, 22 Erebus Street, Keilor Park	120.00	''	29/09/00
Mrs Nessi Durick, 131 Farr Street, Rockdale, NSW	143.75	''	31/03/00
Earcraft Pty Ltd, "Superannuation Fund A/c", Factory 2, 57 St Hellier Street, Heidelberg	120.00	''	29/09/00
Ms Katherine Anne Eastaughffe, 119 Robertson Road, Bristol BS5 6IB United Kingdom	460.00	''	31/03/00
Miss Renee Monique Edwards, Unit 4, 83 Annesley Street, Echuca	240.00	''	29/09/00
Mr Bruce William Elkington, "Carawatha", Mt Moriac	230.00	''	31/03/00
Mr Bruce William Elkington "Carawatha", Mt Moriac	240.00	''	29/09/00
Fiona Ely, 266 Canterbury Road, St Kilda	115.00	''	31/03/00
Miss Margot Joy Emanuel, 12 Auburn Road, Lidcombe	240.00	''	29/09/00
Miss Karen Muir Emmerson, 5 Brocas Place, Quakers Hill, NSW	115.00	''	31/03/00
Mr Ian Douglas Farquharson, 25 Princes Street, MacMahons Point, NSW	115.00	''	''
Mr Scott Farrell, Suite 336, 4 Younge St, Neutral Bay, NSW	476.64	''	29/09/00
Mr Paul Andrew Fink, 207 Roversdale Road, Hawthorn	230.00	''	31/03/00
Mr Paul Andrew Fink, 207 Roversdale Road, Hawthorn	240.00	''	29/09/00
Ms Fiona Elizabeth Fitzpatrick, 3405/1 Kings Cross Road, Rushcutters Bay, NSW	697.68	''	''
Mr Anthony Noel Gall, 44 Inverell Road, Moree, NSW	126.50	''	31/03/00
Mr Bernard Andrew Gill, 1 Swallow Court, Patterson Lakes	144.00	''	29/09/00
Ms Jasmin Gioskos, 34 Bird Street, Deer Park	240.00	''	''
Mrs Alison Leigh Goddard, 30 Ulm Street, Lane Cove, NSW	115.00	''	31/03/00
Mrs Alison Leigh Goddard, 30 Ulm Street, Lane Cove, NSW	120.00	''	29/09/00
Mr Andy L. Goh, 4 Ithaca Court, Chadstone	115.00	''	31/03/00
Ms Maria Goncalves, PO Box 3244, Doncaster East	241.50	''	''
Tracey Gordon, 15/162 Chuter Avenue, Ramsgate	261.12	''	29/09/00
Dr Cameron Ross Gribben & Ms Therese Morana, Apt 402, Avanti Building, No 9 Hopetown Street, Freemans Bay, New Zealand	230.00	''	31/03/00
Dr Cameron Ross Gribben & Ms Therese Morana, Apt 402, Avanti Building, No 9 Hopetown Street, Freemans Bay, New Zealand	240.00	''	29/09/00
Mr Scott Hailes, 4 Hamersley Court, Mount Eliza	240.00	''	''
Mr Robert P. Hamilton, 3 Bayview Terrace, Ascot Vale	120.00	''	''
Mrs Monika Irene Hannaford, 4 Rover Court, Keilor Downs	120.00	''	''
Mr Paul William Hickey, 24 Spencer Street, Essendon	184.00	''	31/03/00
Ho & Associates International Pty Ltd, "Executive Benefits Plan A/c", Ground Floor, 55 Exhibition Street, Melbourne	287.50	''	''
Holtex Pty Limited, "Buckeridge S/F A/c", C/- G. H. Buckeridge, GPO Box 4663, Sydney, NSW	810.00	''	29/09/00
Mr John Andrew Hope & Mrs Evelyn Talbot Hope, 87 Kerferd Street, East Malvern	120.00	''	''
Arnold Stanley Horton, PO Box 90, Corinda, Qld	230.00	''	31/03/00
Mr Wayne Patrick Hughes, Unit 10, 52-54 Boronia Street, Kensington, NSW	115.00	''	''
Mr Wayne Patrick Hughes, Unit 10,			

52-54 Boronia Street, Kensington, NSW	120.00	''	29/09/00
Mr Thomas Alexander Humphreys, PO Box 39, Galston, NSW	460.00	''	31/03/00
Mr Joseph Iannelli, PO Box 211, Leeton, NSW	115.00	''	''
Mr Tony Iannello & Mrs Antoinette Iannello, 234 Burrowye Crescent, Keilor	240.00	''	29/09/00
Mr Mohd Zaid Bin Ibrahim, 30/12 Copelan St, South Yarra	759.00	''	31/03/00
Mr Mohd Zaid Bin Ibrahim, 30/12 Copelan St, South Yarra	792.00	''	29/09/00
International Ceramics Pty Limited, 5/43A Ethel Street, Concord, NSW	276.00	''	31/03/00
International Ceramics Pty Limited, 5/43A Ethel Street, Concord, NSW	288.00	''	29/09/00
Mrs Susan Gaye Irwin, C/- Maddock Lonie & Chisholm, Level 7, 140 William Street, Melbourne	460.00	''	31/03/00
Mr Maurice Isaac, 19 Moons Avenue, Lugarno, NSW	115.00	''	''
Mr Maurice Isaac, 19 Moons Avenue, Lugarno, NSW	120.00	''	29/09/00
Jack Futures Pty Ltd, 295 Monaco Street, Broadbeach Waters, Qld	240.00	''	''
Mr Venkata Subrahmanyam Jampala, 43 Vernon Street, Spotswood	230.00	''	31/03/00
Mr David Ian Jenkinson, Flat 19, 105 Beach Street, Port Melbourne	1,920.00	''	29/09/00
Mr Warwick Dawson Jessop, PO Box 38759, Howick, Auckland, New Zealand	240.00	''	''
Mrs Ingrid Jokantas & Miss Penelope Jokantas & Miss Amanda Busk, 55 MacPherson Street, Nhill	115.00	''	31/03/00
Mrs Ingrid Jokantas & Miss Penelope Jokantas & Miss Amanda Busk, 55 Macpherson Street, Nhill	120.00	''	29/09/00
Mr Roland Kaatz, Dohmstrabe 19, Germany 53121 Bonn	240.00	''	''
Mrs Jennifer Ann Kann, 24 Jocelyn Avenue, Balwyn North	120.00	''	''
Luke Kelly, 8 Steele Street, Moonee Ponds	144.90	''	31/03/00
Mrs Josephine Mabel Kemp, 18 Riley Road, Horsham	240.00	''	29/09/00
Mrs Rebecca Jane Kennedy, 18 Stewart St, Hawthorne, Qld	120.00	''	''
Mr Edmond Keur, 265 The Boulevard, East Ivanhoe	230.00	''	31/03/00
Mr Edmond Keur, 265 The Boulevard, East Ivanhoe	240.00	''	29/09/00
Mr Richard Kightley, 391A Bobbinhead Road, Turrumurra, NSW	115.00	''	31/03/00
Mr Richard Kightley, 391A Bobbinhead Road, Turrumurra, NSW	120.00	''	29/09/00
Ms Nicola Margaret Kightley, 391A Bobbinhead Road, Turrumurra, NSW	120.00	''	''
Mr Terrence John Kingsley, 8 Falcon Glen Place, Ferny Grove, Qld	105.80	''	31/03/00
Mr Terrence John Kingsley, 8 Falcon Glen Place, Ferny Grove, Qld	110.40	''	29/09/00
Kingsman Corporation Pty Ltd, 79 Dumas Street, McKellar, ACT	431.25	''	31/03/00
Mr John Kingsmill, 97 Sturt Street, Adelaide, SA	138.00	''	''
Mr John Kingsmill, 97 Sturt Street, Adelaide, SA	144.00	''	29/09/00
Mr Emil Knezevic, 65 Glass Street, Essendon	161.00	''	31/03/00
Tony Kook, 3/78-80 Highclere Avenue, Punchbowl, NSW	250.24	''	''
Mrs Fawzia Kurtu, 24/510 Lygon Street, Carlton	115.00	''	31/03/00
Ms Ngee Eng Lau, 193 Storey Street, Maroubra, NSW	287.50	''	''

Mr Adam Lee & Mrs Anny Lee, 3/2477 Gold Coast Highway, Mermaid Beach, Qld	230.00	''	''
Mr Adam Lee & Mrs Anny Lee, 3/2477 Gold Coast Highway, Mermaid Beach, Qld	240.00	''	29/09/00
Mr Terry Anthony Lee & Ms Margaret Mary Lee, 12 Rugby Street, Belmont	115.00	''	31/03/00
Mr Terry Anthony Lee & Ms Margaret Mary Lee, 12 Rugby Street, Belmont	120.00	''	29/09/00
Ms Moh Ching Leung, 36 Alma Street, Chadstone	230.00	''	31/03/00
Ms Su Li, 23 George Street, Mortdale, NSW	575.00	''	''
Ms Yean-Yean Lim, 30 Pesiaran Bruas, Bukit Damansara, Kuala Lumpur, Malaysia	230.00	''	''
Ms Yean-Ling Lim, 30 Pesiaran Bruas, Bukit Damansara, Kuala Lumpur, Malaysia	230.00	''	''
Ms Yean-Nyok Lim, 30 Pesiaran Bruas, Bukit Damansara, Kuala Lumpur, Malaysia	230.00	''	''
Mr Clive Lionel John Litt, 114 Oban Street, Wadestown, Wellington, New Zealand	112.08	''	29/09/00
Mr Chris Chang Liu, 2309/265 Exhibition St, Melbourne	460.00	''	31/03/00
Mr Chris Chang Liu, 2309/265 Exhibition St, Melbourne	480.00	''	29/09/00
Mr Russell James Lloyd, 5 Water Street, Caringbah, NSW	143.75	''	31/03/00
Mrs Robyn Pearl Loftus, "D R & B L Loftus A/c", 64 St Georges Road, Elsternwick	184.00	''	''
Mrs Robyn Pearl Loftus, "D R & B L Loftus A/c", 64 St Georges Road, Elsternwick	192.00	''	29/09/00
Estate Kenneth Ian Long & Mrs Jennifer Anne Long, PO Box 271, Albury, NSW	460.00	''	31/03/00
Estate Kenneth Ian Long & Mrs Jennifer Anne Long, PO Box 271, Albury, NSW	480.00	''	29/09/00
Ms Delysia P. Loxton & Mr Bruce D. Loxton & Mr John A. Loxton & Ms Anne L. Morris, "Loxton Retirement Fund A/c", 23 Cairns Terrace, Red Hill, Qld	1200.00	''	''
Mrs Toni Lee Lukauskas, Lot 47, Gisborne-Melton Road, Toolern Vale	230.00	''	31/03/00
Mrs Toni Lee Lukauskas, Lot 47, Gisborne-Melton Road, Toolern Vale	240.00	''	29/09/00
Lygon Point Pty Ltd, "Superannuation A/c", 19 Balcombe Road, Mentone	480.00	''	''
Mr David James Macknamara, 20 Dunnetts Road, Yan Yean	240.00	''	''
Mr Sasa Madzar, 14/393 Marrickville Rd, Marrickville, NSW	287.50	''	31/03/00
Mr Sasa Madzar, 14/393 Marrickville Rd, Marrickville, NSW	300.00	''	29/09/00
Miss L. M. Mansfield, 32 Stonehaven Road, Tatura	240.00	''	''
Miss Lisa Gretel McGinnigle, 39/140 Addison Road, Manly, NSW	135.01	''	31/03/00
Mr Mark Antony McGrath, 26 Norton St, Randwick, NSW	184.00	''	''
Mr Mark Antony McGrath, 26 Norton St, Randwick, NSW	192.00	''	29/09/00
Ms Rachael C. McKenzie, 16 Castlefield Square, Wantirna South	192.00	''	''
Mrs Helen Lorraine McLeod, 5b Carnarvon Road, Essendon	230.00	''	31/03/00
Mr Adrian Chadd McLisky & Mrs Joy Evelyn McLisky, "McLisky Property A/c", C/- Grant Thornton, GPO Box 1088, Brisbane, Qld	163.20	''	29/09/00

Mr Paul McNamara, 29 England Avenue, Marrickville, NSW	920.00	''	31/03/00
Mr Christopher Mead, 71 Buderium Street, Currimundi, Qld	240.00	''	29/09/00
Mr David Wayne Meredith & Mrs Margaret Rose Meredith, "Meredith Investments Sf A/c", PO Box 1800, Milton, Qld	230.00	''	31/03/00
Mr Peter John Millhahn, 39 Grand Central Avenue, Hallett Cove, SA	138.00	''	''
Mr Peter John Millhahn, 39 Grand Central Avenue, Hallett Cove, SA	144.00	''	29/09/00
Mrs Selina Mills, C/- Mrs P O'Connor, 35 Pardoner Rd, Rye	143.75	''	31/03/00
Mrs Selina Mills, C/- Mrs P O'Connor, 35 Pardoner Rd, Rye	150.00	''	29/09/00
Ms Margaret Mortensen, PO Box 210, Numurkah	115.00	''	31/03/00
Ms Margaret Mortensen, PO Box 210, Numurkah	120.00	''	29/09/00
Mulway Pty Limited, "Chester Services A/c", 29 England Avenue, Marrickville, NSW	230.00	''	31/03/00
Ms Pamela June Muncey, 3 Richardson Street, Albert Park	240.00	''	29/09/00
Mr Brian Frederick Nash, 6/465 Clayton Road, Clayton	115.00	''	31/03/00
Mr Brian Frederick Nash, 6/465 Clayton Road, Clayton	120.00	''	29/09/00
Mr Brian John Naughton, 108 Namarang Crescent, Waramanga, ACT	240.00	''	''
Mr Andrew James Neagle, 23 Burwood Crescent, Remuera, Auckland, New Zealand	460.00	''	31/03/00
Mrs Dianne Valerie Neave, 73 Donald Street, Laverton	120.00	''	29/09/00
Mr Christopher J. Noonan, "Rachael Noonan A/c", 3 Redwood Close, Gladstone Park	120.00	''	''
Mr Christopher Noonan, "Sarah Anne Noonan A/c", 3 Redwood Close, Gladstone Park	120.00	''	''
Oro Development Pty Ltd, PO Box 831, Port Moresby NCD, Papua New Guinea	460.00	''	31/03/00
Patentlink Pty Ltd, "Patentlink S/Fund A/c", 32 Kirwan Circuit, Stirling, ACT	120.00	''	29/09/00
Est Michael Robert Patrick, 1/199 Garden Street, Warriewood, NSW	115.00	''	31/03/00
Mrs Deborah Kay Patterson & Mr Ronald John Patterson, 19 Lakeside Drive, Sanctuary Lakes, Point Cook	230.00	''	''
Mr Peter Patto, 1 Ford Street, Wangaratta	115.00	''	''
Mr Peter Patto, 1 Ford Street, Wangaratta	120.00	''	29/09/00
Susan Gaye Payne, 9 Sturt Street, Cobram	120.00	''	''
Mr Neil Charles Pearce, 301 Barkers Road, Kew	168.00	''	''
Phillys Pty Limited, "Philip Carr Retirement A/c", 17 Oceana Parade, Austimer, NSW	184.00	''	31/03/00
Phillys Pty Limited, "Philip Carr Retirement A/c", 17 Oceana Parade, Austimer, NSW	192.00	''	29/09/00
Mr Joe Porchia, 4 Butler Street, Northcote	240.00	''	''
Ms Warreena Madeleine Pursell, 15 President Road, Narre Warren South	115.00	''	31/03/00
Mrs Premah Ramakrishnan, No 67 Glastonbury Drive, Highton	230.00	''	''
Mrs Premah Ramakrishnan, No 67 Glastonbury Drive, Highton	240.00	''	29/09/00
Ms Helen Rech, 50 Blackwood Park Road, Ferntree Gully	149.50	''	31/03/00
Ms Helen Rech, 50 Blackwood Park Road, Ferntree Gully	156.00	''	29/09/00
Relnew Pty Ltd, "Retirement Fund A/c", PO Box 121, Torrensville, SA	138.00	''	31/03/00

Relnew Pty Ltd, "Retirement Fund A/c", PO Box 121, Torrensville, SA	144.00	"	29/09/00
Mr Ivan Resnekov, 595 Military Road, Mosman, NSW	230.00	"	31/03/00
Mr Mark Austin Richardson, 22 Woodside Close, Mudgee, NSW	240.72	"	29/09/00
Mr Derek James Robertson & Mrs Penny Robertson, 23/ 160 Oxford Street, Paddington, NSW	460.00	"	31/03/00
Mr Luke Maxwell Robinson, Level 27, 101 Collins Street, Melbourne	240.00	"	29/09/00
Mr Alexander David Ross, C/- JMD Ross Insurance Brokers Pty Ltd, PO Box 411, St Leonards, NSW	230.00	"	31/03/00
Mrs Catherine Rowland, Unit 1, 3 Watson Grove, Glenhuntly Est Gweneth Jean Rowlands, 65 Seabeach Gardens, 1 Seabeach Avenue, Mona Vale, NSW	240.00	"	29/09/00
Est Gweneth Jean Rowlands, 65 Seabeach Gardens, 1 Seabeach Avenue, Mona Vale, NSW	115.00	"	31/03/00
Mrs June Rubinstein, PO Box 136, Doncaster	120.00	"	29/09/00
Mr Harry Rybalka, RMB 1130, Grandridge Road, Boolarra	200.88	"	"
Mr Sean Sacher, Cnr Lloyd & Lennon Street, Kensington	264.00	"	"
Mr Sean Sacher, Cnr Lloyd & Lennon Street, Kensington	230.00	"	31/03/00
Mrs Marion Isabel Sala, C/- Mr Russell Barber, 2/36 Station Avenue, Blackwood, SA	240.00	"	29/09/00
Mrs Diane Samuel, 101 Bradfield Road, Lindfield, NSW	288.00	"	"
Mr William Allen Sanguinetti & Hilary Elizabeth Sanguinetti, "MMEHSF A/c", 443 Canterbury Road, Surrey Hills	287.50	"	31/03/00
Mrs Judelle Margaret Scheer, "Scheer Super Fund A/c", 3/6 Ardoch Avenue, St Kilda East	240.00	"	29/09/00
Dr Abraham Schnytzer, 39 Orrong Crescent, Caulfield North	115.00	"	31/03/00
Dr Abraham Schnytzer, 39 Orrong Crescent, Caulfield North	230.00	"	"
Mr Lee Sharp, 34 Faversham Road, Canterbury	240.00	"	29/09/00
Mr Lee Sharp, 34 Faversham Road, Canterbury	345.00	"	31/03/00
Mr Lee Sharp, 34 Faversham Road, Canterbury	360.00	"	29/09/00
Mr Lee Sharp, 34 Faversham Road, Canterbury	345.00	"	31/03/00
Mr Lee Sharp, 34 Faversham Road, Canterbury	360.00	"	29/09/00
Mr Travis Michael Shaw, 115 Wedge Street, Werribee	184.00	"	31/03/00
Mr Ian Sheppard, "Ian Sheppard Super Fund A/c", 15/49 Walsh Street, South Yarra	115.00	"	"
Mr Ian Sheppard, "Ian Sheppard Super Fund A/c", 15/49 Walsh Street, South Yarra	120.00	"	29/09/00
Ms Ilana Sher, 7 Briggs Street, Caulfield South	115.00	"	31/03/00
Estate Daniel Francis Sim, C/- Esma T. Sim, 44 Mascar Street, Upper Mt Gravatt, Qld	384.00	"	29/09/00
Siremo Pty Ltd, Flat 1, 120 Ocean Street, Edgecliff, NSW	115.00	"	31/03/00
Siremo Pty Ltd, Flat 1 120 Ocean Street, Edgecliff, NSW	120.00	"	29/09/00
Miss Louise Caroline Skilbeck, 814 Drummond Street, Carlton North	144.00	"	"
Mrs Linda Smith & Mr Ross Malcolm Smith, Unit 7, 48 Plummer Road, Mentone	115.00	"	31/03/00
Mrs Linda Smith & Mr Ross Malcolm Smith, Unit 7, 48 Plummer Road, Mentone	120.00	"	29/09/00
Mr Jeremy Smith & Miss Louise Futter, 166 Clive Road, West Dulwich, London SE21 8BP UK	100.51	"	31/03/00
Miss Georgina Snaddon, Unit 1, 28 Lake Road, Blackburn	240.00	"	29/09/00

Mr Richard Solly, 16 Ailsa Street, Ascot Vale	480.00	''	''
Mr George Ness Spalding, 17 Newhaven Rd, East Burwood	480.00	''	''
Miss Selina Ann Spaul, 182 Hansworth Street, Mulgrave	120.00	''	''
Starpower Pty Limited, "Starpower P/L Super Fund A/c", 7/40 Smith Street, Surry Hills, NSW	115.20	''	''
Mr Aron Steg, 51 Orrong Crescent, Caulfield North	115.00	''	31/03/00
Mr Andrew Colin Stone, 19 Bendigo St, North Melbourne	115.00	''	''
Mrs Eyvonne June Stork, "Joel Alistair Stork A/c", 25 Ormond Road, Ivanhoe	230.00	''	''
Mrs Eyvonne June Stork, "Joel Alistair Stork A/c", 25 Ormond Road, Ivanhoe	240.00	''	29/09/00
Mrs Eyvonne June Stork, "Brendan Philip Stork A/c", 25 Ormond Road, Ivanhoe	230.00	''	31/03/00
Mrs Eyvonne June Stork, "Brendan Philip Stork A/c", 25 Ormond Road, Ivanhoe	240.00	''	29/09/00
Mr Panneer Selvan Suppiah, 12 Gaynor Crescent, Glen Waverley	230.00	''	31/03/00
Mr Panneer Selvan Suppiah, 12 Gaynor Crescent, Glen Waverley	240.00	''	29/09/00
Swift Solutions Nominees Pty Ltd, "Superannuation Fund A/c", PO Box 753, Bondi Junction, NSW	180.00	''	''
Mr Choon Yeong Tan, 56/333 Bulwara Road, Ultimo	115.00	''	31/03/00
Mr Choon Yeong Tan, 56/333 Bulwara Road, Ultimo	120.00	''	29/09/00
Taspac Pty Ltd, PO Box 294, Brighton-Le-Sands, NSW	230.00	''	31/03/00
Richard Taylor, 11/7 William Street, Randwick, NSW	240.00	''	29/09/00
Mr Trevor Lane Teale, 12 Longbourne Ave, Notting Hill	690.00	''	31/03/00
Mr Trevor Lane Teale, 12 Longbourne Ave, Notting Hill	720.00	''	29/09/00
Ms Suzanne Tennison, 552 Heidelberg Road, Fairfield	115.00	''	31/03/00
Ms Suzanne Tennison, 552 Heidelberg Road, Fairfield	120.00	''	29/09/00
The Ayles Superannuation Fund Company Pty Limited, GPO Box 1274, Sydney, NSW	2,880.00	''	''
The Kortlang Group Pty Limited, "The Kortlang Executive Super Fund A/c", 137 Pyrmont Street, Pyrmont, NSW	201.25	''	31/03/00
The Kortlang Group Pty Limited, "The Kortlang Executive Super Fund A/c", 137 Pyrmont Street, Pyrmont, NSW	210.00	''	29/09/00
Mr Shaun Peter Thomson, 24 Argyle Way, Wantirna South	120.00	''	''
Mr V. Train, 42 Garden Street, Benalla	230.00	''	31/03/00
Juliana Trajcevski, 10 Sparta Place, Bossley Park, NSW	142.14	''	''
Miss Pauline Agnes Turner, 7 Anderson St, South Melbourne	240.00	''	29/09/00
Ms Vynka Uera, PO Box 231, Republic of Nauru, Central Pacific, NRU	120.00	''	''
Mr Henk Vantholen, PO Box 40, Yinnar,	345.00	''	31/03/00
Mrs Rosemary Joy Waddell, "Waddell Family A/c", PO Box 1287, Warrnambool	138.00	''	''
Mrs Rosemary Joy Waddell, "Waddell Family A/c", PO Box 1287, Warrnambool	144.00	''	29/09/00
Mr Bruce Richard Walker, 22 Murrumba Rd, Toowoomba, Qld	115.00	''	31/03/00
Mrs Rosa Antonietta Wall, 23 Barcoo Street, Roseville, NSW	480.00	''	29/09/00
Mr Fu You Wang, 1A Jubilee Avenue, Carlton, NSW	575.00	''	31/03/00
Ms Louisa Patricia Wawn,			

41/24 Dunmore Terrace, Auchenflower, Qld Ms Louisa Patricia Wawn,	230.00	''	''
41/24 Dunmore Terrace, Auchenflower, Qld Mrs Joy Anne Webb, 24 Tootle Street, Kilmore	240.00	''	29/09/00
Ms Barbara Weber, 35/152-164 Bulwara Rd, Pyrmont, NSW	115.00	''	31/03/00
Mrs Stephanie West, 35 Park Street, St Kilda	141.12	''	29/09/00
Mrs Stephanie West, 35 Park Street, St Kilda	115.00	''	31/03/00
Mrs Stephanie West, 35 Park Street, St Kilda	120.00	''	29/09/00
Mr Stephen John West, 35 Park Street, St Kilda	115.00	''	31/03/00
Mr Stephen John West, 35 Park Street, St Kilda	120.00	''	29/09/00
Rebekah Whitehead, 12/92-94 Cambridge Street, Stanmore, NSW	295.44	''	''
Olive Wilde-Roach, 127 Carlton Crescent, Summer Hill, NSW	240.00	''	''
Ms Beatrice Joyce Wilkins, 21 Studley Road, Ivanhoe	230.00	''	31/03/00
Mr Robert G. Willersdorf, 9 Berkeley Street, Hawthorn	115.00	''	''
Miss Alison Judith Williams, Barrabee RMD, Mountjoy Road, Moolap	345.00	''	''
Miss Alison Judith Williams, Barrabee RMD, Mountjoy Road, Moolap	360.00	''	29/09/00
Mr Stuart Wing, C/- Star City, PO Box Q192, QVB Post Office, NSW	790.91	''	''
Mr Heck Ming Wong, 8 Bulu Drive, Glenmore Park, NSW	115.00	''	31/03/00
Ms Swee Khay Wong, 818/28 Harbour St, Sydney, NSW	100.51	''	''
Mrs Kathryn Louise Wood, 2A Ireland Ave, Doncaster East	115.00	''	''
Woolup Pty Ltd, 2 Raymond Avenue, Langwarrin	240.00	''	29/09/00
Mr Oliver John Wynhoven, Unit 11, 10 Elaine Court, Richmond	115.00	''	31/03/00
Mr Stanley Yantses, PO Box 2346, Mildura	115.00	''	''
Mr Soon Lee Yeap, Unit 2, 46 Kionga Street, Clayton	240.00	''	29/09/00
Jianyong Zhao & Ruoyan Wang, 3/115 Queen Victoria Street, Bexley, NSW	115.00	''	31/03/00
Jianyong Zhao & Ruoyan Wang, 3/115 Queen Victoria Street, Bexley, NSW	120.00	''	29/09/00
Mr Peter Zincraft, 34 Patchett Street, Cloverdale, WA	240.00	''	''

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CONTACT: CARLO PANEGHEL, PHONE: (03) 9615 9842.

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>
VISION SYSTEMS LIMITED			
	\$		
Mrs Suzanne Armstrong, 3 PSN Taman Tunku, Bukit Tunku, Kuala Lumpur, Malaysia	595.00	Cheque	24/11/00
Associated Services Pty Ltd, 46 Hurtle Square, Adelaide, SA	156.10	''	''
BRA Australia Pty Ltd, "Superannuation Fund A/c", Level 2/256 Queen Street, Melbourne	296.00	''	''

Mr Andrew Reece William Burgess & Mrs Annabel Munro Burgess, "ARW & AM Burgess Family A/c", 185 O'Hallorans Road, Lara	700.00	"	"
Dianne Joan Calistro, 7 Agg Street, Newport	168.90	"	"
Mr Grahame Carroll, "Pimba Sharetrade A/c", 19 Ebeling Court, Nicholls, ACT	123.20	"	"
Mr Henry William Dunn, PO Box 14, Galston, NSW	240.90	"	"
Eire Investments Pty Ltd, 29 Mary Street, St Kilda West	144.20	"	20/04/00
Mrs Wendy Fletcher, PO Box 469, Richmond, NSW	146.50	"	24/11/00
Mr David Andrew Fry, 2/160 Chapel Street, St Kilda	100.80	"	20/04/00
Mr David Andrew Fry, 2/160 Chapel Street, St Kilda	106.19	"	17/11/00
Mr David Andrew Fry, 2/160 Chapel Street, St Kilda	464.58	"	24/11/00
Justus Nominees Pty Ltd, PO Box 4822, North Rocks Post Office, North Rocks, NSW	193.80	"	"
Kalarka Pty Ltd, 97 Currie Street, Adelaide, SA	240.90	"	"
Gary Killington, PO Box 659, North Adelaide, SA	120.80	"	"
Mr Nigel Lewis, 40 Stawell Street, Kew	147.35	"	30/06/00
Mr William Robert Macdonald, 4 Popes Farm, Plympton MA 02367 United States of America	458.39	"	20/04/00
Mr William Robert Macdonald, 4 Popes Farm, Plympton Ma 02367 United States of America	143.39	"	24/11/00
Dr Aniket Dinker Patel, PO Box 676, Kensington, NSW	181.00	"	"
Mrs Judith Slutzkin, 17 Oxford Street, Malvern	140.00	"	20/04/00
Susan Mary Smith, 1 The Vines Court, Aldgate, SA	120.80	"	24/11/00
Mr Clinton Sutherland, Unit 1A, 1-7 George Street, Manly, NSW	175.00	"	"
Telica Nominees Pty Ltd, C/- Barassi & Co, Chartwell House, 101 Wellington Parade South, East Melbourne	320.00	"	17/11/00
Telica Nominees Pty Ltd, C/- Barassi & Co, Chartwell House, 101 Wellington Parade South, East Melbourne	1,400.00	"	24/11/00
Vector Capital Limited, Attn: Mr Francis Leung, C/- Omnitech Holdings Limited, PO Box 6581 BHBC, Baulkham Hills, NSW	233.80	"	"

02187

CONTACT: CARLO PANEGHEL, PHONE: (03) 9615 9842.

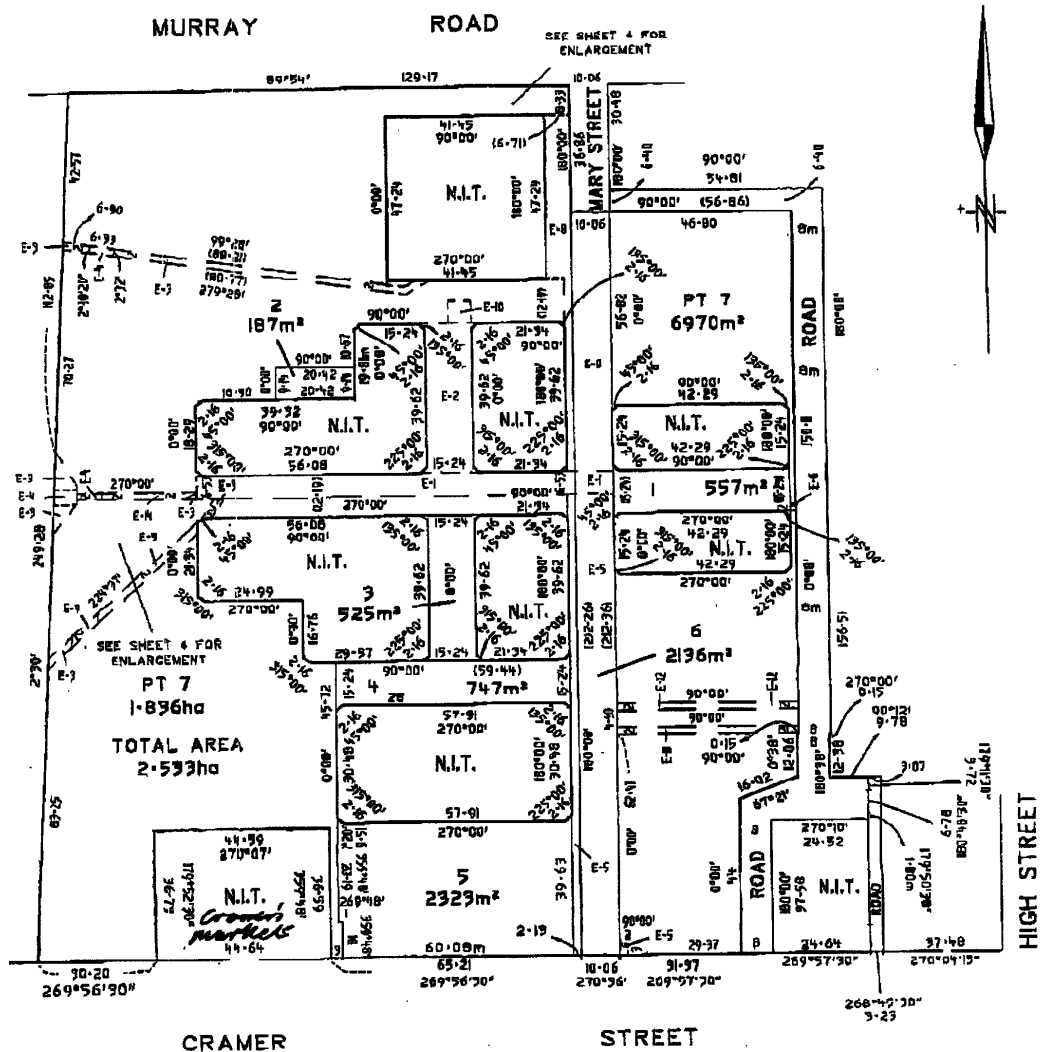
GOVERNMENT AND OUTER BUDGET SECTOR AGENCIES NOTICES

DAREBIN CITY COUNCIL

Road Discontinuance

At its meeting on 7 December 1998 and acting under clause 3 of schedule 10 to the **Local Government Act 1989** Darebin City Council resolved to discontinue the road shown as Lots 1-7 (inclusive) outlined on the plan below.

The road is to be sold subject to any right, power or interest held by Darebin City Council, Yarra Valley Water, SECV and Origin Energy as to the land marked E-1 to E-14 (inclusive) in the road (as shown on the plan below) in connection with any sewers, drains, pipes, wires or cables under the control of those authorities in or near the road.



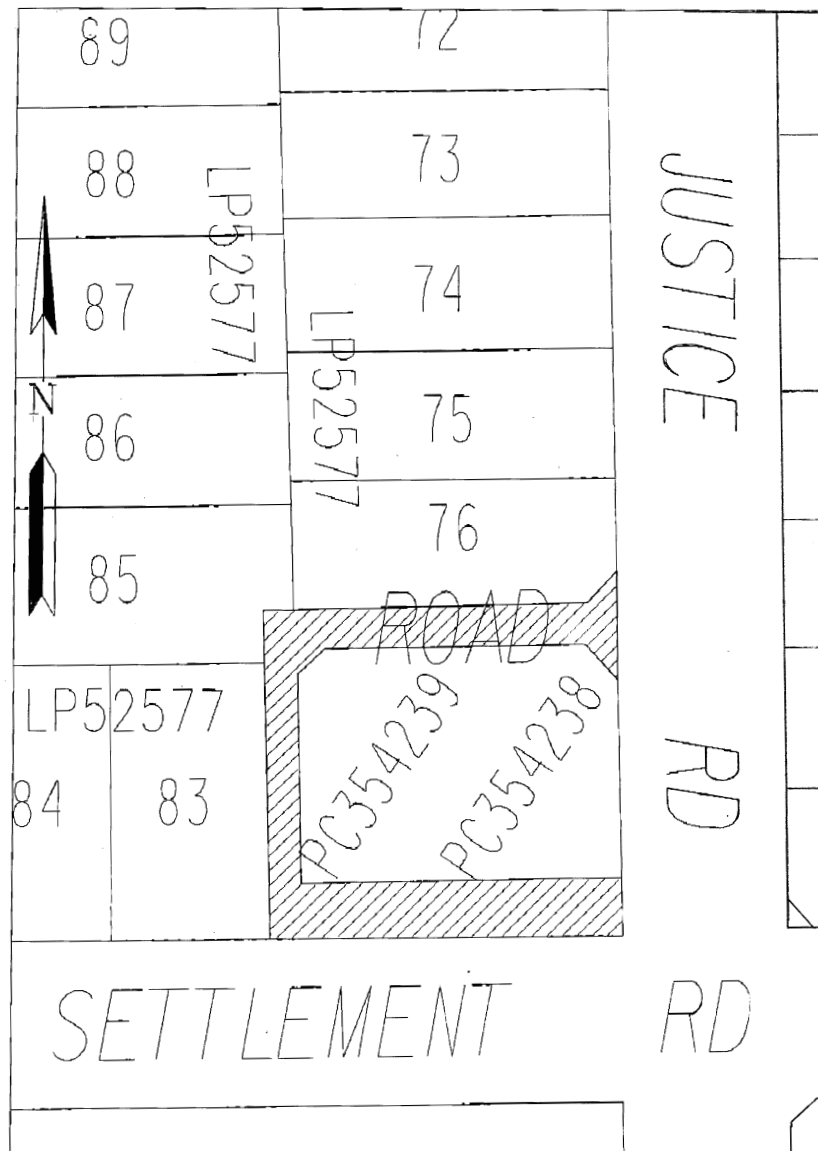
PHILIP SHANAHAN
Chief Executive Officer

BASS COAST SHIRE COUNCIL

Road Discontinuance

Portion of laneway 52577 Township of Cowes

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 17 July 2002 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 road by private treaty to the adjoining owners, subject to any right, power or interest held by Westernport Water Authority and Bass Coast Shire Council in the road in connection with any sewers, drain, pipes, wires or cables under the control of those authorities in or near the road.



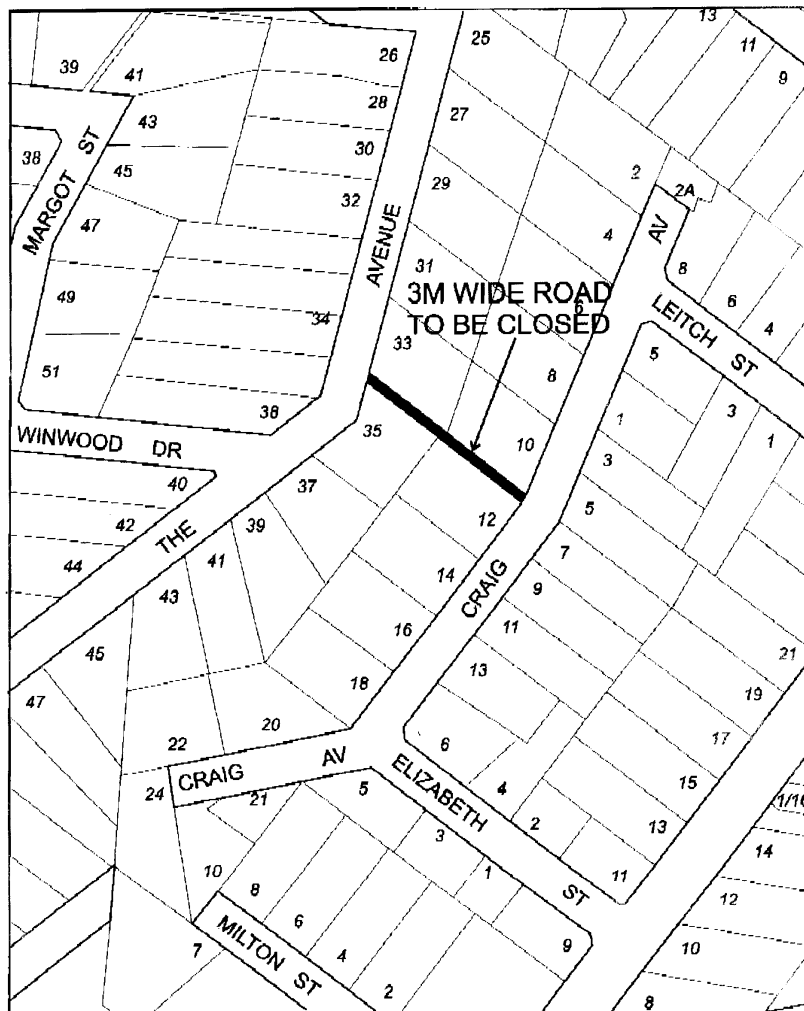
ALLAN BAWDEN
Chief Executive Officer



DISCONTINUANCE OF ROAD RESERVATION BETWEEN CRAIG AVENUE AND THE AVENUE, FERNTREE GULLY

Pursuant to Section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989**, the Knox City Council, at its meeting held on 24 April 2001, formed the opinion that the 3 metre wide road reservation between Craig Avenue and The Avenue, Ferntree Gully, as shown hatched on the plan below, is not reasonably required for public use.

Council has resolved to discontinue the road reservation and sell the land to the adjoining owners by private treaty subject to any right, power or interest held by Knox City Council with respect to, or in connection with, any pipes laid or erected under the control of authorities in or near this land.



GRAEME EMONSON
Chief Executive Officer

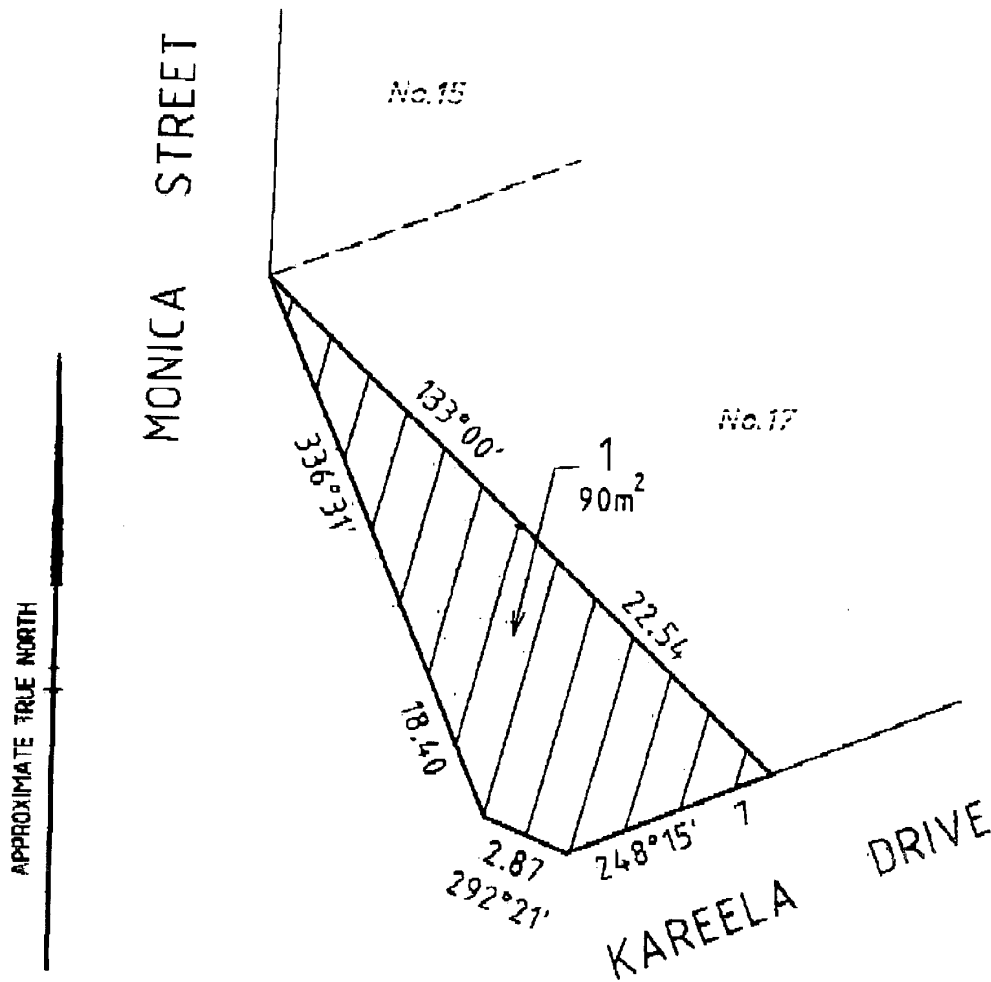


MORNINGTON
PENINSULA
Shire Council

ROAD DISCONTINUANCE –
PART MONICA STREET, TOOTGAROOK

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 the road reserve at the intersection of Monica Street and Kareela Drive, Tootgarook, adjacent to 17 Monica Street, as shown hatched on the plan below, is not reasonably required as a road for public use.

Council has resolved to discontinue the lane and sell the land from the lane by private treaty to the adjoining owner.

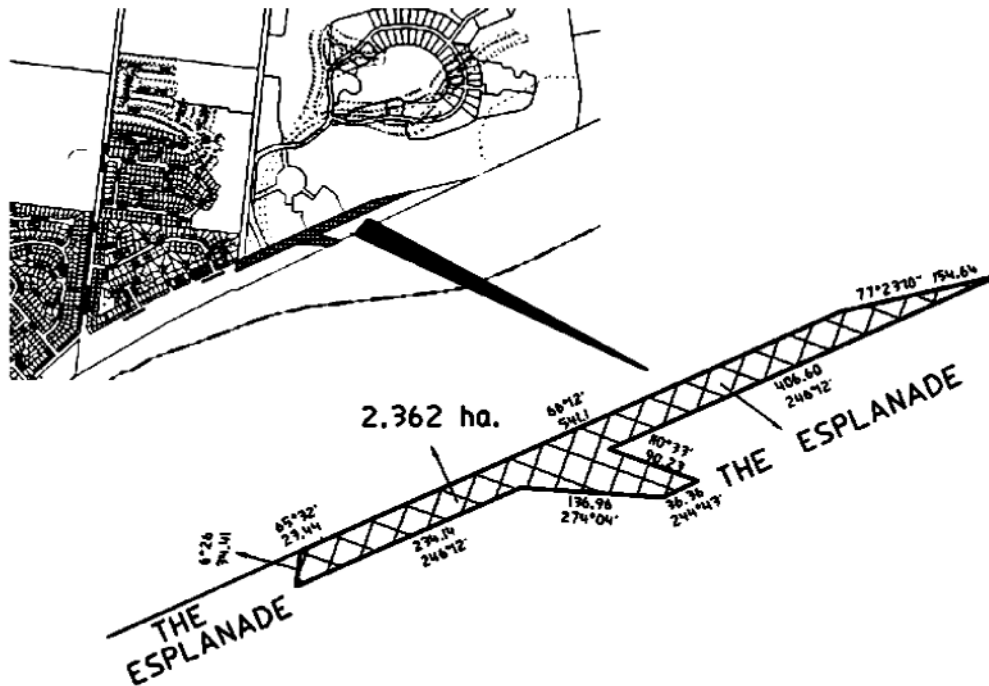


MICHAEL KENNEDY
Chief Executive Officer

SURF COAST SHIRE COUNCIL

Declaration of a Public Highway

At its meeting on 23 July 2002 and acting under section 204(1) of the **Local Government Act 1989**, Surf Coast Shire Council ("Council") resolved to declare the section of the land contained within part Pre-emptive Section A and part Crown Allotment 61A in the Parish of Puebla, being Certificate of Title Volume 9114, Folio 689, which is shown cross hatched on the plan below to be a public highway.



MICHAEL ULBRICK
Acting Chief Executive Officer'



PROPOSED AMENDMENT OF LOCAL LAW NO. 2 – ROADS AND COUNCIL LAND

Use of 'Recreational Conveyances'

(Including roller skates, scooters, skateboards, roller blades or like conveyances)

The Council, pursuant to the provisions of Section 119(2) of the **Local Government Act 1989**, proposes to amend Local Law No. 2.

The general purpose of the amendments is as follows:

1. establish provisions allowing for the confiscation of 'Recreational Conveyances', and the imposition of a fee for the return of confiscated item/s;
2. provide that in the event of a user of a Recreational Conveyance damaging property or behaving in a manner dangerous to self or others or riding in the defined 'no-go' zones, that a written warning be issued to the offender for the first offence and forwarded to the offender, with duplicate notice posted to the offenders' parents/guardians at the home address in a manner compliant with provision of the Privacy Act;

3. provide that in cases involving second or subsequent offences, and where damage is sufficient to warrant on a first offence, that Recreational Conveyances may be confiscated and impounded and only retrieved on presentation of appropriate personal identification and the payment of recovery fee to be initially set at \$40 per retrieval;
4. establish 'Recreational Conveyances – no go zones', where use of Recreational Conveyances will be totally prohibited;
5. initiate provisions whereby fines to offenders will be replaced by confiscation of Recreational Conveyances and the levying of release fees.

Persons affected by the making of the amendments to Local Law No. 2 may make a submission pursuant to the provisions of Section 223 of the **Local Government Act 1989**. Written submissions must be received by Friday 16 August 2002 and should indicate whether the person wishes to be heard in support of their submission.

Copies of the Local Law with the proposed amendments are available for inspection at the Municipal Offices, 25 Lyttleton Street, Castlemaine, and at the Newstead Service Centre, Main Street, Newstead.

Dated 24 July 2002

IVAN L. GILBERT
Chief Executive Officer



COUNCIL MEETING PROCEDURES AMENDMENT LOCAL LAW 2002

Moyne Shire Council proposes to make an amending Local Law, to be known as 'Council Meeting Procedures Amendment Local Law 2002'. The following information about the proposed Local Law is provided in accordance with section 119 of the **Local Government Act 1989**.

The purpose of the proposed Local Law is to amend Council Meeting Procedures – Local Law No. 4 to:–

- include voting numbers for all items put to the vote at Council and Special Committee Meetings to be included in the Minutes of the respective meeting; and
- allow a councillor to request his or her support of a motion to be recorded;
- provide a new format for the order of debate;
- clarify the requirement for an amendment to a motion to not change the underlying intent of the original motion;
- delegate authority to affix the common seal to the Chief Executive Officer.

The general purport of the Local Law is that it:

- amends Council Meeting Procedures – Local Law No. 4;
- includes voting numbers for all items put to the vote at Council and Special Committee Meetings to be included in the Minutes of the respective meeting;
- allows a councillor to request his or her support, as well as opposition, of a motion to be recorded once a vote on a motion has been taken;
- provides a new format for the order of debate to clarify the procedure for moving motions;
- clarifies the requirement for an amendment to a motion to not change the underlying intent of the original motion;
- delegates the authority to affix the Council's common seal to the Chief Executive Officer or some other senior officer authorised by him or her. The affixing of the seal must be witnessed by one Councillor and all documents to which the seal is affixed shall be listed, for information, in the agenda for the next Ordinary Meeting of the Council.

A copy of the proposed Local Law may be inspected at or obtained from Council offices at Princes Street, Port Fairy; Jamieson Avenue, Mortlake and High Street, Macarthur. Office hours are 8.45am to 4.45pm.

Any person affected by the proposed Local Law may make a submission relating to it to the Council. All submissions received by the Council within 14 days of the publication of this notice will be considered in accordance with

Planning and Environment Act 1987
GREATER DANDENONG PLANNING
SCHEME

Notice of Amendment
Amendment C30

Notice of an Application for Planning Permit
Application PLN 02/0407

The land affected by the Amendment is Minaret College, Lewis Street, Springvale and the eastern portion of the Glendale Reserve, Birch Street, Springvale.

The land affected by the planning permit is Minaret College, Lewis Street, Springvale and Glendale Reserve, Birch Street, Springvale.

The Amendment proposes to rezone the eastern portion of the Glendale Reserve to the Residential 1 Zone and include that portion of land and the whole of the existing Minaret College in a Development Plan Overlay.

The application is for a permit to develop and use the land as a School (primary and/or secondary), and as a Place of Assembly (multipurpose hall) and an Open Sports Ground associated with the existing Minaret College, for dispensation from the car parking requirements for those uses under the Greater Dandenong Planning Scheme, and for subdivision and for the removal of the reserve status of the land for subdivision and the removal of an easement.

The person who requested the Amendment and the applicant for the permit is Minaret College c/o Environmental Resources Management Australia Pty Ltd.

You may inspect the Amendment and the application, and any documents that support the Amendment and application, and the explanatory report about the Amendment and application and the proposed permit, at the office of the planning authority, Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Greater Dandenong City Council, Dandenong Office, 39 Clow Street, Dandenong.

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.

Please be aware that copies of objections/submissions received may be made available to any person for the purpose of consideration as part of the planning process.

The closing date for submissions is 2 September 2002. Submissions must be sent to: The Manager Strategic and Statutory Planning, City of Greater Dandenong, PO Box 200, Springvale, Vic. 3171.

ANDREW McCULLOCH
Manager
Strategic and Statutory Planning
City of Greater Dandenong

Planning and Environment Act 1987
GREATER SHEPPARTON PLANNING
SCHEME

Notice of Amendment
Amendment C25

Habitat Planning, Environmental and Development Consultants in Albury-Wodonga, has prepared Amendment C25 to the Greater Shepparton Planning Scheme.

The Amendment affects land within and adjacent to the Hilltop Golf and Country Club in Tatura. The Amendment proposes to:

- rezone that part of the subject land currently zoned Rural (RUZ) to Residential 1 (R1Z);
- apply the Development Plan Overlay and associated Schedule 2 (DPO2) to the existing golf course and associated facilities (Lots 1 & 2 in LP 66677); and
- replace the existing Schedule 1 to the Development Plan Overlay on land to the north of the golf course (Lot 1 in PS 429159U) with Schedule 20.

The Amendment is available for public inspection, free of charge, during office hours at City of Greater Shepparton, 90 Welsford Street, Shepparton and at the Council Service Centre, Casey Street, Tatura, and Department of Infrastructure, Regional Office, 50-52 Clarke Street, Benalla and Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne.

Submissions about the Amendment must be sent to Manager Planning, City of Greater Shepparton, Locked Bag 1000, Shepparton 3632, by Monday 2 September 2002.

Dated 23 July 2002

COLIN KALMS
Manager Planning

Planning and Environment Act 1987

KINGSTON PLANNING SCHEME

Notice of Amendment

Amendment C32

The City of Kingston, in consultation with Melbourne Water, has prepared Amendment C32 to the Kingston Planning Scheme.

The Amendment proposes to introduce a Special Building Overlay and Land Subject to Inundation Overlay into the Kingston Planning Scheme. It will amend the Municipal Strategic Statement to include reference to the management of overland flow areas and the use of the Special Building Overlay and Land Subject to Inundation Overlay as a means of achieving its objectives.

The Overlays will affect approximately 11,100 properties throughout the municipality. Drainage modelling and flood mapping have identified these properties as being liable to flooding associated with overland flows from the stormwater drainage system or from an open watercourse during severe storms of 1 in 100 year intensity. The land affected by this Amendment is shown on the maps that form part of the Amendment documentation.

The purpose of introducing the Special Building Overlay and Land Subject to Inundation Overlay is to ensure that buildings and works are designed in a way that allows the efficient and safe movement of overland flows. It will also ensure that property owners, developers and the public have access to information about land subject to flooding and that flooding issues are considered at an early stage in the assessment of planning and building permit applications.

The Special Building Overlay and Land Subject to Inundation Overlay will require a planning permit to construct buildings and carry out works in the area affected by the Overlay. Some buildings and works are exempt from

requiring a permit. The Overlays require all planning applications to be referred to the flood management authority, which is either Melbourne Water or Council, (dependant on location) for comment.

A copy of Amendment C32 can be inspected, free of charge, during office hours at: Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne; City of Kingston, Strategic Planning Department, corner Mentone Parade and Brindisi Street, Mentone and City of Kingston, Environment and Infrastructure Department, 999 Nepean Highway, Moorabbin.

Any person who is affected by the Amendment may make a submission. Submissions must be made in writing (by or on behalf of the submitter) giving the address of the affected property and the submitter's name and contact address; and clearly state the grounds on which the Amendment is supported or opposed and indicate what changes (if any) the submitter wishes to make to the Amendment.

Submissions regarding Amendment C32 must be sent to: The Chief Executive Officer, City of Kingston, PO Box 1000, Mentone 3194. Attention: The Manager, Strategic Planning by 5.00 p.m. Thursday 12 September 2002.

ROB SKINNER
Chief Executive Officer

Planning and Environment Act 1987

WHITTLESEA PLANNING SCHEME

Notice of Amendment

Amendment C40

The City of Whittlesea has prepared Amendment C40 to the Whittlesea Planning Scheme.

The Amendment applies to land at the Lot 3 on PS502060J, 500-510 High Street, Epping. The land is bound by High Street to the west, Childs Road to the south, a railway line to the east and a Macedonian Church to the north.

The purpose of the Amendment is to include the subject land in the Schedule to Clause 52.03 (Specific Sites and Exclusions) of the Whittlesea Planning Scheme to allow the subject land to be used for a 'Bicycle Shop' with a limit of 1,008 square metres of leasable floor area.

The Amendment will:

- include the land at Lot 3 on PS 502060J, 500-510 High Street, Epping into the Schedule to Clause 52.03; and
- incorporate the document titled, 'Consent Notice – Bicycle Shop Development at No's 500–510 High Street, Epping' into the Whittlesea Planning Scheme.

The Amendment can be inspected during office hours at: Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne 3000; City of Whittlesea, Civic Centre, Ferres Boulevard, South Morang 3752 or at Council's website: <http://www.whittlesea.vic.gov.au>

Submissions about the Amendment must be sent to: Chief Executive Officer, City of Whittlesea, Locked Bag 1, Bundoora MDC 3083 by 2 September 2002.

DAVID TURNBULL
Acting Chief Executive Officer

Planning and Environment Act 1987

WYNDHAM PLANNING SCHEME

Notice of Amendment

Amendment C30

The Wyndham City Council has prepared Amendment C30 to the Wyndham Planning Scheme.

The Amendment proposes to change the Wyndham Planning Scheme by rezoning lots 16–22 Farm Road, located on the east side of Farm Road, Werribee, abutting the Werribee River and opposite the Western Treatment Complex from Rural Living Zone to Residential 1 Zone with a Development Plan Overlay Schedule 6. In addition the Public Park and Recreation Zone will be widened to the 15 metre contour and the Public Acquisition Overlay will be deleted from the land.

The Amendment will require a map amendment to be carried out to Maps Number 15, 15DPO, 15 PAO, Map 16, 16DPO and 16 PAO.

The Amendment is consistent with the relevant clauses of the State Planning Policy Framework and the Municipal Strategic Statement of the Wyndham Planning Scheme.

A copy of the Amendment can be inspected, free of charge, during office hours at: Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne 3000 and Wyndham City Council, Civic Centre, Town Planning Department, 45 Princes Highway, Werribee 3030.

Submissions about the Amendment must be in writing and sent to: Ms Karen Hose, Planning Policy and Projects Co-ordinator, Wyndham City Council, PO Box 197, Werribee 3030 by not later than 2 September 2002.

KAREN HOSE
Planning Policy
and Projects Co-ordinator



Planning and Environment Act 1987

YARRA PLANNING SCHEME

Notice of Amendment

Amendment C42

The Yarra City Council has prepared Amendment C42 to the Yarra Planning Scheme.

The Amendment affects land known as:

- 199 Queens Parade, Clifton Hill;
- 201–203 Queens Parade, Clifton Hill;
- 205–211 Queens Parade, Clifton Hill;
- 213–215 Queens Parade, Clifton Hill;
- 217–241 Queens Parade, Clifton Hill;
- 243–247 Queens Parade, Clifton Hill;
- 259 Queens Parade, Clifton Hill;
- 263–265 Queens Parade, Clifton Hill;
- 267 Queens Parade, Clifton Hill;
- 501–513 Hoddle Street, Clifton Hill;
- 4 Dummett Crescent, Clifton Hill; and
- 6–12 Dummett Crescent, Clifton Hill.

The Amendment proposes to rezone the land described above from the Business 3 Zone to the Mixed Use Zone, and to include the land in the Environmental Audit Overlay.

The purpose of the Amendment is to apply a zone to the subject land that will facilitate a range of uses (including residential use) which

complement the mixed-use function of the locality.

The Amendment and associated documentation can be inspected at: 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.

In addition, the Amendment documentation may be viewed on Council's website: www.yarracity.vic.gov.au

Submissions regarding the Amendment must be in writing and sent to: Tracy Watson, Senior Strategic Planner, City of Yarra, PO Box 168, Richmond, Vic. 3121 by 2 September 2002.

PETER GASCHK
Manager Urban Planning

STATE TRUSTEES LIMITED
ACN 064 593 148
Section 79

Notice is hereby given that State Trustees Limited, ACN 064 593 148 intends administering the estates of:-

RAYMOND CLINNICK, late of Dava Lodge Nursing Home, 185 Bentons Road, Mornington, Victoria, pensioner, deceased intestate, who died 24 May 2002.

CLYDE WILLIAM BERTRAM CRISP, late of Holmwood Nursing Home, Lalors Road, Healesville, Victoria, pensioner, deceased intestate, who died 29 October 1989.

HELVI KYLLIKKI EHRNHOLM, late of Andrews House, School Road, Trafalgar, Victoria, pensioner, deceased intestate, who died 3 July 2002.

MARY FELL, late of Caulfield Hospital, 294 Kooyong Road, Caulfield, Victoria, retired, deceased intestate, who died 18 June 2002.

FRANK FLORY, late of Unit 1, 70 South Road, Rosebud, Victoria, retired, deceased, who died 6 July 2002, leaving a will dated 19 April 1989.

GLEN DAVID POCOCK, late of Unit 2, 18 Wells Road, Seaford, Victoria, Sheriff, deceased intestate, who died 11 April 2002.

VIVIAN ALBERT RIPPER, late of Ann Caudle Centre, 100-104 Barnard Street, Bendigo, Victoria, pensioner, deceased, who died 14 May 2002, leaving a will dated 12 June 1995.

BRUCE WILLIAM SMITH, late of Moorfields Community, 20-26 Manningtree Road, Hawthorn, Victoria, pensioner, deceased intestate, who died 16 April 2002.

ALFRED WINTER, late of The Grove Private Nursing Home, 14 The Grove, Coburg, Victoria, pensioner, deceased intestate, who died 2 July 2002.

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 4 October 2002 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 4 October 2002 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.

MARTENS, Eva Luise, late of Unit 17, Fairview Homes, Sargeant Street, Warragul, retired, who died 7 June 2002.

McKAY, Dorothy Gladys, late of 16 Wymbir Avenue, Preston East, home duties, who died 8 June 2002.

MURRAY, Harold, late of Unit 8, 335 Main Street, Mornington, retired, who died 10 May 2002.

ROCHFORD, Isobel Lily, late of Unit 5, 87 Francis Street, Belmont, home duties, who died 7 June 2002.

VILLANI, Ermenegildo, also known as Gildo, late of Auburn House, 98 Camberwell Road, Hawthorn East, pensioner, who died 7 May 2002.

WATTS, Rita Nellie, late of Ashleigh Lodge Nursing Home, 58 Cochrane Street, Brighton, retired, who died 23 February 2002.

WEBER, Larry John, late of 120 Kellets Road, Rowville, technician, found on 29 May 2002.

Dated at Melbourne, 26 July 2002

LAURIE TAYLOR
Manager, Estate Management
State Trustees Limited

EXEMPTION

Application No. A123 of 2002

The Victorian Civil and Administrative Tribunal has considered an application pursuant to Section 83 of the **Equal Opportunity Act 1995** by the Eltham Community Health Centre Inc. The application for exemption is to enable the applicant to advertise for and employ a male artist for the applicant's Men's Arts for Health Network program.

Upon reading the material submitted in support of the application and having heard Ms Kirkman Meikle and Ms Mason, 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 a male artist for the applicant's Men's Arts for Health Network program.

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 a male artist for the applicant's Men's Arts for Health Network program.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 1 August 2005.

Dated 25 July 2002

Mrs A. COGHLAN
Deputy President

EXEMPTION

Application No. A210 of 2002

The Victorian Civil and Administrative Tribunal has considered an application pursuant to Section 83 of the **Equal Opportunity Act 1995** (the Act), by The Indigenous Law Students and Lawyers Association of Victoria (The Association). The application for exemption is to enable the applicant to determine the

eligibility of applicants for full membership of the Association on the basis of (among other things) whether the Applicants for full membership are persons of Australian Aboriginal or Torres Strait Islander descent.

Upon reading the material submitted in support of the application and having heard Ms Nosworthy and Ms Lovett, the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 59 and 100 of the Act to enable the applicant to determine the eligibility of applicants for full membership of the Association on the basis of (among other things) whether the Applicants for full membership are persons of Australian Aboriginal or Torres Strait Islander descent.

The Tribunal hereby grants an exemption to the applicant from the operation of Sections 59 and 100 of the **Equal Opportunity Act 1995** to enable the applicant to determine the eligibility of applicants for full membership of the Association on the basis of (among other things) whether the Applicants for full membership are persons of Australian Aboriginal or Torres Strait Islander descent.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 1 August 2005.

Dated 29 July 2002

Mrs A. COGHLAN
Deputy President

EXEMPTION

Application No. A232 of 2002

The Victorian Civil and Administrative Tribunal has considered an application pursuant to Section 83(3) of the **Equal Opportunity Act 1995** by Harkaway Public Hall Committee Incorporated for renewal of an exemption from Sections 42, 47, 100 and 195 of that Act. The application for exemption is to enable the applicant to refuse to permit occupation of the hall by any group consisting predominantly of people aged 17 years or over up to and including 22 years for the purposes of a party or similar function if the applicant is not satisfied that the group has taken reasonable steps to ensure the group is adequately supervised by an adequate number of people whom the applicant considers

can supervise the group effectively, and to ensure adequate provision for the security of people attending the function and to prevent uninvited people from attending, and to provide transport for those attending from the hall to their homes (in this exemption called the "specified conduct").

Upon reading the material submitted in support of the application, the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 42, 47, 100 and 195 of the Act in respect of the specified conduct.

The Tribunal hereby grants an exemption to the applicant from the operation of Sections 42, 47, 100 and 195 of the **Equal Opportunity Act 1995** in respect of the specified conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 1 August 2005.

Dated 25 July 2002

Mrs A. COGHLAN
Deputy President

EXEMPTION

Application No. A237 of 2002

The Victorian Civil and Administrative Tribunal has considered an application pursuant to Section 83 of the **Equal Opportunity Act 1995** (the Act), by Alsco Pty Ltd. The application for exemption is to enable the applicant to advertise for and employ female staff for the selling and servicing of washroom services including feminine hygiene disposal units.

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 staff for the selling and servicing of washroom services including feminine hygiene disposal units.

In granting this exemption the Tribunal noted:

- that those employed in a sales and service capacity for the service are required to regularly enter and spend time within female toilets, washrooms and change rooms at customer and prospective customer premises;

- that to have males performing the service is not acceptable to the female staff of the applicant's customers;
- that a male would need to be chaperoned and supervised in and around female toilets, washrooms and change rooms.

The Tribunal hereby grants an exemption to the applicant from the operation of Sections 13, 100 and 195 of the Act to enable the applicant to advertise for and employ female staff for the selling and servicing of washroom services including feminine hygiene disposal units.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 1 August 2005.

Dated 29 July 2002

Mrs A. COGHLAN
Deputy President

Accident Compensation (WorkCover Insurance) Act 1993

WORKCOVER INSURANCE PREMIUMS ORDER (NO. 9) 2001/2002

In accordance with Item 8(3) of Schedule 1 to the WorkCover Insurance Premiums Order (No. 9) 2001/2002, notice is given that all rates per centum per annum determined by the Victorian WorkCover Authority for the purposes of Item 8(1)(b) of that Schedule are the same as the rates per centum per annum in Schedule 9 to the Order corresponding to the relevant WorkCover industry classifications in Schedule 9.

Accident Compensation (WorkCover Insurance) Act 1993

WORKCOVER INSURANCE PREMIUMS ORDER (NO. 9) 2001/2002

Under and for the purposes of clause 8(4) of the WorkCover Insurance Premiums Order (No. 9) 2001/2002, the Victorian WorkCover Authority has determined that the value of F_R , for the purposes of calculating any adjusted premium payable after the policy period has expired where the policy period expired at 4.00 p.m. on 30 June 2002, is 1.000000.

Coastal Management Act 1995

NOTICE OF APPROVAL OF
MANAGEMENT PLAN

Point Lonsdale Lighthouse & Foreshore
Reserve Management Plan 2002

I, Sherryl Garbutt, Minister for Environment and Conservation have approved the Point Lonsdale Lighthouse & Foreshore Reserve 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.

SHERRYL GARBUTT MP
Minister for Environment
and Conservation

Coastal Management Act 1995

NOTIFICATION OF ENDORSEMENT OF
SOUTH WEST VICTORIA REGIONAL
COASTAL ACTION PLAN MAY 2002

I, Sherryl Garbutt, give notice under section 27 of the **Coastal Management Act 1995**, that on 11 June 2002, I endorsed the South West Victoria Regional Coastal Action Plan May 2002 prepared by the Western Coast Regional Coastal Board.

SHERRYL GARBUTT
Minister for Environment
and Conservation

Evidence Act 1958

MEDIATORS

I, Peter Harmsworth, Secretary to the Department of Justice, under the power found in section 21K of the **Evidence Act 1958**, declare each of the persons listed below to be a mediator with the Dispute Settlement Centre of Victoria:

Abir Ibrahim, Eva Wakim, Habib Chamas, Mohamed Al Idani, Leila Alloush, Ghada Audicho, Iman Allaf, Hala Chamas, Anita Deblasio, Mohamed Elmamoun Elturabi, Siew Fang Law, Linda Nade, Iman Riman, Carol Makhoul, Lina Najib, Khalid Alloush, Edris Salah, Kowkab Abou-Eid, Bridget Dixon.

Dated 19 July 2002

PETER HARMSWORTH
Secretary to the
Department of Justice

Food Act 1984

SECTION 19DB

Registration of a Food Safety Program Template

I, Patricia Faulkner, Secretary to the Department of Human Services, under section 19DB of the **Food Act 1984** notify that the Clubs Victoria Inc. and Victorian Branch of the Australian Hotels Association Food Safety Template is registered for use by licensed hospitality outlets, a class of food business that operates Class 2 food premises as declared under section 19C of the **Food Act 1984**.

This notice takes effect on 1 August 2002.

Dated 22 July 2002

P. M. FAULKNER
Secretary to the
Department of Human Services

Food Act 1984

SECTION 19DB

Registration of a Food Safety Program Template

I, Patricia Faulkner, Secretary to the Department of Human Services, under section 19DB of the **Food Act 1984** notify that the McDonalds HACCP based Food Safety Template is registered for use by McDonalds stores, a class of food business that operates Class 2 food premises as declared under section 19C of the **Food Act 1984**.

This notice takes effect on 1 August 2002.

Dated 22 July 2002

P. M. FAULKNER
Secretary to the
Department of Human Services

Melbourne Market Authority Act 1977

CORRIGENDUM

Melbourne Market Authority By-Laws 2002

Schedule 3

Amendment

In Government Gazette G30 dated 25 July 2002 on page 1762 the Melbourne Market Authority By-Laws 2002 Schedule 3 was incorrect.

13.3.8 two penalty points

13.3.13 two penalty points

should read

13.3.8 two penalty units

13.3.13 two penalty units.

The remaining information is correct and valid.

The Melbourne Market Authority By-Laws 2002 may be inspected at the Administration Offices of the Melbourne Market Authority between 8.00 am and 4.00 pm.

Public Lotteries Act 2000

NOTICE OF MAKING OF RULES
UNDER SECTION 9

Tattersall's Sweeps Pty Ltd ACN 081 925 662 of 615 St Kilda Road, Melbourne hereby gives notice of the making of the following Rules to be effective from 14 August 2002 relating to entries effected via Touch Machines. In respect of the public lotteries known as Tattslotto, Super 66, Oz Lotto, Wednesday Tattslotto, Powerball, Tatts Keno and The Pools – Rules 6.3, 10.3, 10.4 and 15; and in respect of the public lottery known as Tatts 2 – Rules 6.3, 10.1, 10.2 and 15.

DUNCAN FISCHER
Chief Executive Officer

The Constitution Act Amendment Act 1958

CHANGE TO REGISTER OF
POLITICAL PARTIES

In accordance with section 148M of **The Constitution Act Amendment Act 1958**, I hereby give notice of the following change to the Register of Political Parties.

Name of registered political party:
Australian Labor Party–Victorian Branch

Name of new Registered Officer: Mr Roland Lindell.

Dated 1 August 2002

COLIN BARRY
Electoral Commissioner

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 4 September 2002.

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 29 August 2002.

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

Colac Body Works Pty Ltd. Application for variation of conditions of tow truck licence number TOW330 which authorises the licensed vehicle to be managed, controlled and operated from a depot situated at Lot 20, Oak Avenue, Apollo Bay to change the depot address to 12 Martin Street, Apollo Bay.

Note: This licence is under consideration for transfer to Graham Zeuschner.

A. J. & D. L. Connolly (Moe) Pty Ltd. Application for variation of conditions of tow truck licence number TOW197 which authorises the licensed vehicle to be managed, controlled and operated from a depot situated at 6 Tabuteau Road, to change the depot address to 117 Moore Street, Moe.

Note: This licence is under consideration for transfer to Alan Knowles.

Dated 1 August 2002

STEVE STANKO
Director

Mineral Resources Development Act 1990

EXEMPTION FROM EXPLORATION
LICENCE OR MINING LICENCE

I, Richard Aldous, Executive Director Energy and Minerals, pursuant to Section 7 of the **Mineral Resources Development Act 1990** and under delegation by the Minister for Energy and Resources –

1. HEREBY EXEMPT all that Crown land situated within the boundaries of exploration licence application 4687 that has been excised from the application, from being subject to an exploration licence or mining licence.
2. Subject to paragraph 3, this exemption applies until the expiration of 2 years after the grant of the licence (if the licence is granted), or until the expiration of 28 days after the application lapses or is withdrawn or refused.

3. This exemption is REVOKED in respect of any land that ceases to lie within the boundaries of the application licence, at the expiration of 28 days after the said land ceases to lie within the boundaries of the application or licence.

Dated 25 July 2002

RICHARD ALDOUS
Executive Director
Energy and Minerals

STATE OF VICTORIA

Petroleum Act 1998

Notice of Grant of an Exploration Permit

An Exploration Permit numbered 163 has been granted to Lakes Oil NL, Level 11, 500 Collins Street, Melbourne, Vic. 3000, in respect of the area described hereunder, to have effect for a period of five (5) years from the date of grant.

DESCRIPTION OF AREA
MELBOURNE MAP SHEET

BLOCK NO.	BLACK NO.	BLOCK NO.	BLOCK NO.
1806 (part)	1807	1808 (part)	1874
1875	1876	1877	1878
1879	1880	1881 (part)	1946
1947	1948	1949 (part)	1950 (part)
1951 (part)	1952 (part)	1953 (part)	2018
2019 (part)	2020 (part)	2089 (part)	2090 (part)

Assessed to contain 24 blocks.

The area of the Exploration Permit does not include any surface Crown Lands other than the roads and road reserves.

Dated 19 July 2002

RICHARD ALDOUS
Executive Director, Energy and Minerals
Pursuant to Instrument of Delegation
dated 13 December 2001

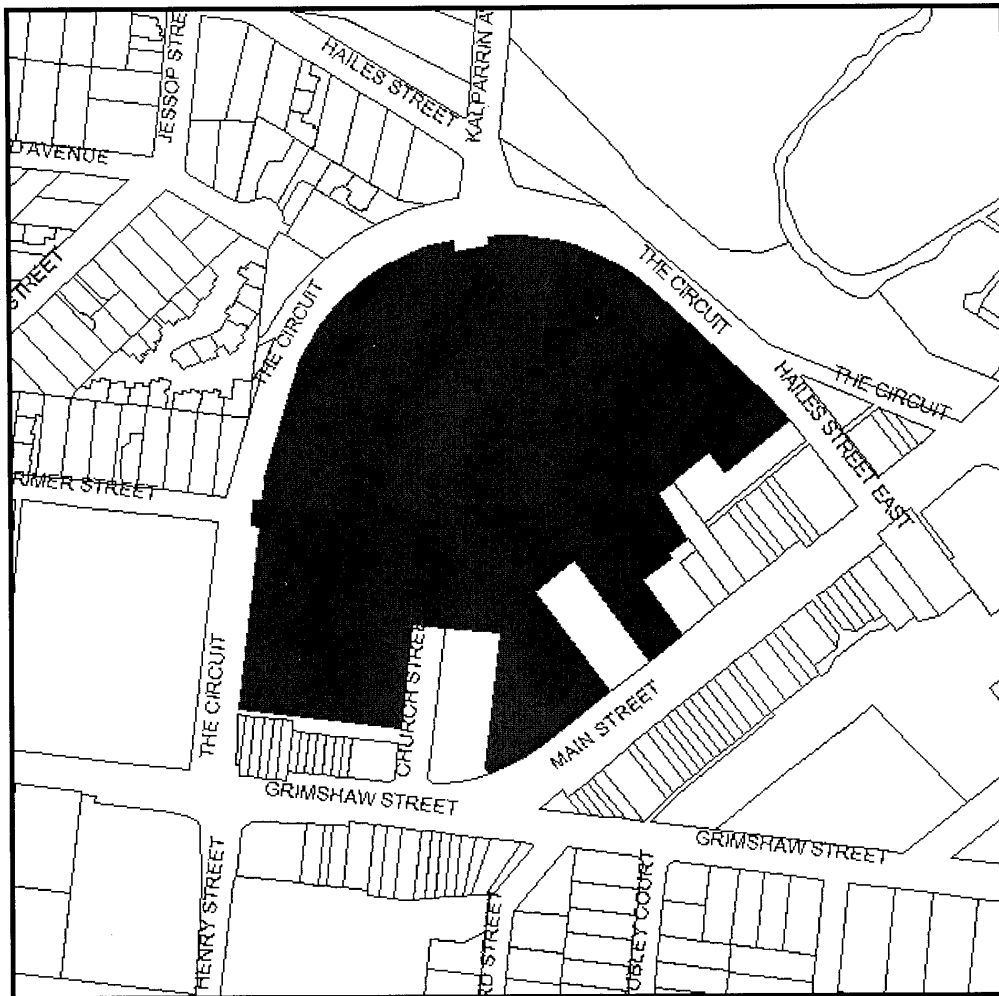
Road Safety Act 1986

ORDER UNDER SECTION 98

ROAD SAFETY ACT 1986 EXTENDING PROVISIONS TO THE GREENSBOROUGH
PLAZA CARPARK, AT MAIN STREET, GREENSBOROUGH

I, Brian Negus, Regional Manager, VicRoads Metro North West Region, delegate of the Minister for Transport, under Section 98 of the **Road Safety Act 1986** by this Order extend the application of:

- (a) Sections 59, 64, 65, 76 77, 85–90 and 100 of the Act; and
 - (b) The Road Safety (Road Rules) Regulations 1999; and
 - (c) Parts 7 and 8 and Schedules 5 and 6 of the Road Safety (Procedures) Regulations 1988
- to the Greensborough Plaza Carpark, at Main Street, Greensborough within the City of Banyule, particulars of which are shown on the attached plan.



Map Zoom Width : 590 metres



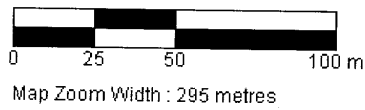
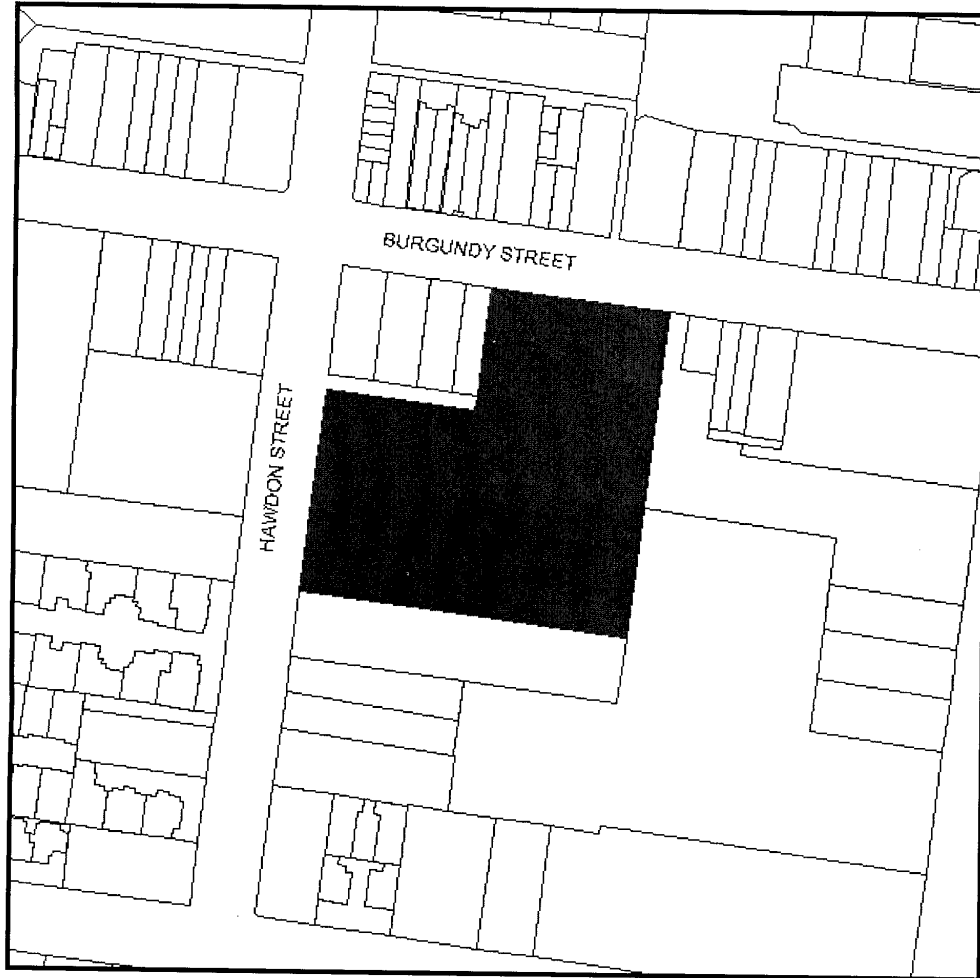
Dated 23 July 2002

BRIAN NEGUS
Regional Manager

Road Safety Act 1986
ORDER UNDER SECTION 98
ROAD SAFETY ACT 1986 EXTENDING PROVISIONS TO THE LEOS FINE FOOD AND
WINE CARPARK, AT
133 BURGUNDY STREET HEIDELBERG

I, Brian Negus, Regional Manager, VicRoads Metro North West Region, delegate of the Minister for Transport, under Section 98 of the **Road Safety Act 1986** by this Order extend the application of:

- (a) Sections 59, 64, 65, 76, 77, 85–90 and 100 of the Act; and
 - (b) The Road Safety (Road Rules) Regulations 1999; and
 - (c) Parts 7 and 8 and Schedules 5 and 6 of the Road Safety (Procedures) Regulations 1988
- to the Leos Fine Food and Wine Carpark, at 133 Burgundy Street, Heidelberg within the City of Banyule, particulars of which are shown on the attached plan.



Dated 23 July 2002

BRIAN NEGUS
Regional Manager

Electricity Industry Act 2000
AGL ELECTRICITY LIMITED
82 064 651 083
STANDARD TERMS AND CONDITIONS
ELECTRICITY DISTRIBUTION

INTRODUCTION

These standard terms and conditions for electricity distribution are published under section 40A of the **Electricity Industry Act 2000** (the *Act*) and have been approved by the *Regulator*.

These terms and conditions take effect on 1 August 2002. Unless clause 2.2 applies, they form a contract that is binding on AGL Electricity Limited, and you, the customer, for the period specified in clause 3.

This contract sets out:

- the terms and conditions on which we will maintain the connection of your *supply address* to our *distribution system*; and
- certain rights and obligations relating to the supply of electricity to your *supply address*.

TERMS AND CONDITIONS**1. Definitions and Interpretation**

1.1 Defined terms

The meaning of words which appear in *bold and italics* in this contract are explained in Schedule 1 – Glossary.

1.2 Interpretation

The following rules of interpretation apply in this contract unless otherwise stated.

- (a) (**Acts, etc.**) A reference to an act, regulation, code, licence or other legal instrument is a reference to that act, regulation, code, licence or other legal instrument as it may be amended, re-enacted, consolidated or replaced from time to time.
- (b) (**Singular and plural**) References to the singular include the plural and vice-versa.
- (c) (**including**) Examples after the words ‘including’, ‘includes’ or ‘for example’ are descriptive only and are not exhaustive.
- (d) (**clauses and schedules**) A reference to a ‘clause’ or ‘schedule’ is to a clause of, or a schedule to, this contract.

2. Application of this contract

2.1 Who are the parties?

Unless clause 2.2 applies, this contract binds AGL Electricity Limited ABN 82 064 651 083 (referred to as ‘us’, ‘we’, ‘our’ or the ‘distributor’) and any customer whose *supply address* is connected to our *distribution system* and who is a customer of a *retailer* to which we distribute or supply electricity (referred to as ‘you’, ‘your’ or the ‘customer’).

2.2 When does this contract not apply?

This contract does not apply to you in relation to a particular *supply address* to the extent that you have a separate written agreement with us that deals with a provision that is covered by this contract. If there is any inconsistency between a provision in this contract and a provision in the separate written agreement you have with us, the provision in the separate written agreement will prevail to the extent of the inconsistency.

3. Duration of this contract

3.1 When does this contract start?

- (a) This contract starts on the date specified in the Introduction on page 1 if your *supply address* is already connected to our *distribution system* on that date.
- (b) If you or your *retailer* request connection or reconnection of a *supply address* to our *distribution system* after that date, this contract starts on the date that the *supply address* is connected or reconnected to our *distribution system*.

3.2 When does this contract end?

This contract will end on the earlier of:

- (a) the date we disconnect your *supply address* from our *distribution system*;
- (b) the effective date of any new terms and conditions published by us in accordance with section 40A of the *Act*; or
- (c) the effective date of any agreement referred to in clause 2.2.

The ending of this contract will not affect any rights you have against us or we have against you which accrued prior to the ending of this contract or which otherwise relate to or may arise in the future from any breach or non-observance of the provisions of this contract which occurred prior to the ending of this contract.

4. Scope of this contract

4.1 What does this contract cover?

This contract sets out or incorporates the rights and obligations of you and us relating to the way in which *network services* and *excluded services* will be provided to your *retailer* to supply to you in respect of your *supply address*, unless you have a separate contract with us in respect of these matters.

4.2 What is not covered?

This contract does not cover:

- (a) the sale of electricity to you (this is covered by the contract between you and your *retailer*);
- (b) any work carried out by us to connect your *supply address* to our *distribution system* (this would be covered by a separate contract between you and us);
- (c) the supply of any *excluded services* to the extent that they are the subject of a separate agreement between you and us; and
- (d) any work carried out by us to increase the capacity of a *supply point* (this would be covered by a separate contract between you and us).

4.3 Supply of Services

Our *network services*, and some *excluded services*, are provided to your *retailer* who will supply these services to you (unless you have a separate agreement with us in respect of these services). We may supply some *excluded services* to you directly. This contract gives you certain contractual rights in relation to attributes of or incidental to, all those services and imposes some obligations on you (for example, clause 5(b)).

5. Compliance with the Distribution Code and the Electricity Law

- (a) The *Distribution Code* sets out a number of rights and obligations of customers and distributors. This contract is taken to include each provision of the *Distribution Code*.
- (b) You must comply with the obligations imposed on customers under the *Distribution Code*.
- (c) We must comply with the obligation imposed on distributors under the *Distribution Code*.

- (d) If there is an inconsistency between the ***Distribution Code*** and this contract, the ***Distribution Code*** prevails. A term or condition of this contract is void to the extent that it is inconsistent with the ***Distribution Code***.
- (e) If the ***Distribution Code*** is amended after the date this contract starts, as specified in clause 3.1, the ***Distribution Code*** will apply to this contract as amended.
- (f) We will provide to you a copy of the ***Distribution Code*** upon request from you.
- (g) The parties must also comply with all other applicable provisions of the ***Electricity Law*** in relation to ***distribution services***.

6. Technical and operational issues

6.1 Our technical requirements

You must ensure that your ***electrical installation*** complies with, and is installed and maintained in accordance with:

- (a) all applicable Australian Standards;
- (b) ***Electricity Safety Act 1998*** and the regulations made under that Act; and
- (c) any other technical requirements reasonably required by us (including but not limited to the ***Service & Installation Rules*** to the extent that they apply to your ***electrical installation***).

6.2 Our equipment on your premises

None of the equipment and assets that we install at your ***supply address***, whether or not they are fixed to the land or any buildings on the land, will become part of the land or premises at the ***supply address*** and we may remove them after disconnection of your ***supply address***. Your obligations in respect of our equipment and assets will continue after this contract ends.

6.3 Your equipment on your premises

Your equipment at your ***supply address*** connected to the ***distribution system*** must have a nominal voltage rating within the nominal voltage supply range for the ***supply point***.

6.4 Your maximum allocated capacity

You must ensure that the demand for electricity at your ***supply address*** does not exceed maximum allocated capacity. Your maximum allocated capacity is:

- (a) 40 amps for a single phase connection; or
- (b) otherwise, the rating of the smallest component of the ***distribution system*** used solely to ***supply*** electricity to your ***electrical installation***,

unless otherwise advised by us directly or via your ***retailer***.

If you wish to increase your maximum allocated capacity, we may be entitled to charge you for the cost of any necessary works, as provided for in our customer contribution policy approved by the ***Regulator***.

6.5 Assignment of Network Tariffs

You agree that we may assign or reassign your ***network tariff*** or any component thereof by applying the criteria approved by the ***Regulator*** in conjunction with our ***network tariffs***. Any such assignment or reassignment will be based on the load and connection characteristics at your ***supply point***. Additional information on ***network tariffs*** may be obtained from your ***retailer***, the website maintained by the ***Regulator***, or from us.

7. Charges

7.1 What are our charges?

We do not bill you for our ***network services***, and certain ***excluded services***, we provide to your ***retailer***, which your ***retailer*** provides to you. We bill your ***retailer*** under our ***Use of System Agreement*** with your ***retailer***.

These charges include:

- (a) our **network tariffs** relating to the supply of electricity to your **supply address**;
- (b) our charges for **excluded services** provided in respect of your **supply address**; and
- (c) any additional or supplementary charge relating to the supply of electricity to your **supply address** if the Regulator has approved that charge, or we are otherwise permitted under the **Electricity Law** to impose that charge.

However, if there is a separate agreement about our services between you and us, we will bill you under that separate agreement.

7.2 **Services we may bill you for**

We may bill you directly for some **excluded services** that we provide you directly, i.e. that we do not provide to your **retailer** to provide to you. We may also bill you directly for some services that we provide in accordance with electricity industry practice, even though you do not request these services.

7.3 **GST**

Our **approved charges** (if payable by you to us) are inclusive of GST. If the applicable rate of GST changes, we may adjust the amounts payable to reflect the change from the date the change is effective.

Apart from the **approved charges**, all other amounts payable or other consideration provided in respect of supplies made under this contract (**Payment**) are exclusive of GST (if any) unless otherwise specified. If a GST is levied or imposed on any supply made (or deemed to be made) under this Contract then, to the extent permitted by law, the Payment for that supply (or deemed supply) will be increased by the amount necessary to ensure that the Payment net of GST is the same as it would have been prior to the imposition of GST.

Where any amount is payable by you or us as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, that amount will be reduced by the amount of any input tax credit available and, if a taxable supply, will be increased by an additional amount equal to the GST payable in relation to the supply.

7.4 **Set-off**

You agree to make payments under this contract without set-off or counterclaim and free and clear of any withholding or deduction for **taxes** unless prohibited by law.

8. **Our liability**

8.1 **When we are not liable**

Subject to clause 8.3, each party is not liable for any failure to comply with this contract or the **Electricity Law**, as the case may be, if and to the extent that:

- (a) that party is relieved from performance of, or liability in respect of, any of our obligations by the operation of section 117 of the **Act**, section 78 of the **National Electricity Law** or any other provision of the **Electricity Law** (and, for the avoidance of doubt, nothing in this contract varies the operation of any such provision);
- (b) the failure to comply arises as a result of the other party's breach of this contract or the **Electricity Law** or (subject to the party's compliance with its relevant obligations under the **Distribution Code**) by a **force majeure event**; or
- (c) you have not complied with clause 8.5.

Paragraphs (a) to (c) above are not exhaustive and do not limit or diminish other reasons why each party may not be liable to the other party under the law.

8.2 **Limitation of statutory liability**

To the extent permitted by law, all statutory or implied conditions and warranties are excluded from this contract and, to the extent they cannot be excluded, all liability in relation to them is disclaimed to the maximum extent permitted by law.

8.3 Our liability under the Trade Practices Act, etc.

The **Trade Practices Act 1974** and other laws may imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such term is limited to the maximum extent permitted by law and, if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and
- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

8.4 Quality and reliability of supply

You acknowledge that:

- (a) the quality and reliability of the supply of electricity to your *supply address* is subject to a variety of factors which may be beyond our control including, for example, accidents and emergencies, weather conditions, vandalism, system demand, the technical limitations of our network and the acts of other persons, including customers, electricity generators, transmission companies and system controllers;
- (b) we can interrupt or limit the supply of electricity to your *supply address* in accordance with the *Electricity Law*; and
- (c) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.

8.5 You must take precautions

If you are a *business customer* you must take reasonable precautions to minimise the risk of any loss or damage to your equipment, premises or business which may result from poor quality or reliability of electricity supply. These precautions may include, where appropriate, installing surge protection equipment, obtaining a back-up supply or maintaining insurance.

9. Other terms

9.1 Notices

Notices (including all communications) from you to us under this contract must be in writing and may only be sent by hand, prepaid post or fax to:

Level 2, 333 Collins Street,
Melbourne,

PO Box 14120 MCMC
Melbourne, Victoria 8001

Facsimile: 03 9629 1878

or to any other address or fax number that we notify to you for this purpose.

If a notice is sent by prepaid post, it is taken to be received two business days after it was posted.

Your *retailer* may send you notices under this contract on our behalf.

9.2 Waiver

A failure to exercise or delay in exercising a power or right does not operate as a waiver of that power or right.

The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

A waiver is not effective unless it is in writing and is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

9.3 Severability

If any term of this contract is unenforceable, illegal or void then it is severed and the rest of this contract remains in force.

9.4 Law of this contract

The law of Victoria governs this contract.

Schedule 1

Glossary

Words appearing in *bold and italics* have these meanings in this contract:

Act means the **Electricity Industry Act 2000 (Vic)**.

business customer means a customer who is not a *domestic customer*.

connect means the making and maintaining of contact between the electrical systems of two persons allowing the *supply* of electricity between those systems and includes *energisation* unless expressly excluded and *reconnect* has a corresponding meaning

Distribution Code means the Electricity Distribution Code issued by the *Regulator*.

distribution services means *network services, excluded services* that are not the subject of a separate agreement between you and us and the provision and maintenance of the connection between our *distribution system* and a *supply point*.

distribution system means our distribution network of electric lines and associated equipment.

domestic customer means a customer who purchases electricity principally for personal, household or domestic use at the relevant *supply address*.

electrical installation means any electrical equipment at a *supply address* that is connected to, but not part of, our *distribution system*.

Electricity Customer Metering Code means the Electricity Customer Metering Code issued by the *Regulator*.

Electricity Law means:

- (a) the *Act*;
- (b) the *Distribution Code*;
- (c) the *Electricity Customer Metering Code* issued by the *Regulator*;
- (d) the distribution licence issued to us by the *Regulator*;
- (e) the *National Electricity Law*;
- (f) the **Electrical Safety Act 1998**;
- (g) the **Essential Services Commission Act 2001**;
- (h) all regulations, orders, determinations, codes and guidelines made under any act listed above; and
- (i) any other law, statute, regulation, proclamation, order, directions, code, tariffs, guideline or standard in relation to electricity supply which can be enforced by law or by the *Regulator*, *NEMMCO*, *VENCorp* or any other regulatory authority against electricity distributors or customers.

energisation means the act of the insertion of a fuse or the operation of switching equipment which results in there being a non-zero voltage beyond a point of *supply*.

excluded services means services that we may provide in relation to your electricity supply or connection or the *distribution system* and that are not subject to *network tariffs*.

force majeure event means an event outside the reasonable control of the distributor or the customer (as the case may be).

National Electricity Code means the code of practice for the conduct of the National Electricity Market which is administered by the National Electrical Code Administrator (NECA).

National Electricity Law means the **National Electricity (Victoria) Act 1997** (including the National Electricity Law and the **National Electricity Code**).

NEMMCO means National Electricity Market Management Company Limited.

network services means the transportation and delivery of electricity to **supply points** using our **distribution system** and any other services included in our **network tariffs**.

network tariffs means the tariff or tariffs charged by us in accordance with the **Electricity Law** for distributing electricity using our **distribution system** and the transmission system.

Regulator means the Essential Services Commission or any entity assuming the functions of that Commission in respect of electricity distribution.

Retail Code means the Electricity Retail Code issued by the **Regulator**.

retailer means, in relation to a customer, a person that holds, or is exempt from holding, a retail licence under the **Act** and sells electricity at the customer's **supply address**.

Service & Installation Rules means the Victorian Service & Installation Rules, Code of Practice for the Connection of Electrical Installations to Distribution Companies' Mains 1999, as revised, replaced or amended from time to time.

supply in relation to electricity, means the delivery of electricity.

supply address means the address where a customer is (or will be) supplied with electricity.

supply point means the point where electricity being delivered to a **supply address** leaves our **distribution system**.

taxes means any present or future tax, levy, duty, charge, assessment, impost, reduction, withholding or fee of any nature imposed by any authority together with interest on them and penalties with respect to them (if any) and charges, fees or other amounts made on or in respect of them except if imposed on our overall net income but includes, without limitation, any carbon tax or similar tax on greenhouse gas emissions.

use of system agreement means an agreement between us and your **retailer** in respect of the provision of **distribution services** by us to your **retailer** and the provision of certain services by your **retailer** to us.

VENCorp means Victorian Energy Networks Corporation.

Electricity Industry Act (Vic) 2000**PUBLICATION OF DEEMED DISTRIBUTION CONTRACT UNDER SECTION 40A
OF THE ELECTRICITY INDUSTRY ACT (VIC) 2000**

Under section 40A of the **Electricity Industry Act 2000** (as amended or replaced) (“the Act”) CitiPower Pty ACN 064 651 056 gives notice of terms and conditions approved by the Essential Services Commission applying in respect of the distribution or supply of electricity by CitiPower to retail customers, other than a retail customer who has agreed with CitiPower to vary the terms and conditions pursuant to section 40A of the Act. The approved terms and conditions of which notice is given above take effect on 1 August 2002 and continue to apply until such other time as other terms and conditions are approved and gazetted in accordance with the Act.

Deemed Distribution Contract

Deemed to be entered into by the distributor (CitiPower Pty ACN 064 651 056) of Level 15, 624 Bourke Street, Melbourne, Victoria and the customer under section 40A **Electricity Industry Act 2000** (Vic.)

1 THE CONTRACT**1.1 PURPOSE**

This *contract* sets out certain standards relating to the:

- (a) *connection* of a *customer's electrical installation* to the *distribution system*; and
- (b) *supply* of electricity to the *customer's supply address*, but does not contain the terms and conditions pursuant to which the *distributor* will provide *distribution services*. For the avoidance of doubt, the *distributor* will provide the *distribution services* to the *customer's retailer* in accordance with the *use of system agreement*, unless the *distributor* and the *customer* have entered into a separate agreement for the provision of the *distribution services*.

1.2 To whom and how this contract applies

- 1.2.1 The *distributor* must comply with this *contract* under its *distribution licence*.
- 1.2.2 The *customer* must comply with this *contract*.
- 1.2.3 If the *customer's supply address* is already *connected* to the *distribution system*. This *contract* commences, and the *distributor* and the *customer* are deemed to have entered into this *contract* on the date that this *contract* is published in the Victoria Government Gazette.
- 1.2.4 If the *customer* or the *customer's retailer* request *connection* or *reconnection* of a *supply address* after the date that this *contract* is published in the Victoria Government Gazette, this *contract* starts on the date that the *customer's supply address* is *connected* or *reconnected* to the *distribution system*.

1.3 Deemed compliance

- 1.3.1 Despite clause 1.2, the *customer* is deemed to comply with an obligation under this *contract* unless the *customer* is expressly informed of the non-compliance or otherwise becomes aware of the non-compliance or could reasonably have been expected to be aware of the non-compliance.
- 1.3.2 Where a breach of this *contract* by the *distributor* is found to be caused by the customer not complying with the *contract*, the *distributor* is deemed to have complied with the *contract* unless the *distributor* does not act in accordance with clause 11 to seek the *customer's* compliance.

1.4 A tenant's obligations

- 1.4.1 If the *customer* is a *domestic customer* and has been advised of non-compliance with this *contract* in accordance with clause 11.2 and is unable to remedy the non-compliance as they are not the owner of the *supply address*, the *customer* must use best endeavours to have the owner or other person responsible for the *supply address* fulfil the obligation.

- 1.4.2 On request, the *customer* must provide the *distributor* with evidence that they have notified the owner, or other person responsible, of the non-compliance and of the requirement to comply with this *contract*.

1.5 Variation by written agreement

- 1.5.1 The *distributor* or a *customer* may seek a written agreement with the other party to expressly vary their respective rights and obligations under this *contract*.
- 1.5.2 If such an agreement is sought, the *customer* and the *distributor* must negotiate in good faith.
- 1.5.3 An agreement entered into under this clause must not reduce the rights or increase the obligations of the *customer* without giving benefits of equal value, whether financial or otherwise.

2 CONNECTION OF SUPPLY

2.1 Equipment

- 2.1.1 In respect of each *supply address* which is in the *distributor's distribution area*, the *distributor* must provide, install and maintain standard metering and necessary associated equipment, at a suitable location to be provided by the *customer* in respect of that *supply address*, unless the *customer* is *eligible* to choose and chooses its own service provider to install an *interval meter* and associated equipment in accordance with the applicable *metering code*.
- 2.1.2 Where the *customer* so chooses a service provider in accordance with clause 2.1.1, the *distributor* must pay to the *customer* the *distributor's avoided costs*.

2.2 New connection

Subject to clauses 2.3.1 and 2.6.1, where a *connection* request has been made by the *customer* or a *retailer* on behalf of the *customer*, the *distributor* must use its best endeavours to *connect* the *customer* at the new *supply address* on the date agreed with the *customer* or with the *retailer* on behalf of the *customer*. Where no date is agreed, the *distributor* must *connect* the *supply address* within 20 *business days* after the request.

2.3 No energisation

- 2.3.1 The *distributor* must not *energise* the *customer's supply address* unless:
- (a) a request to do so is made by:
 - (i) the *customer's retailer*;
 - (ii) the *customer*, if the *customer* is a *market customer* in the wholesale market;
 - (b) there is a relevant *emergency*; or
 - (c) *energisation* is otherwise expressly authorised or required by this *contract* or by law.
- 2.3.2 If the *customer* contacts the *distributor* to request *energisation* and the *customer* is not a *market customer* in the *wholesale market*, the *distributor* must:
- (a) advise the *customer* that the request must be made by the *customer's retailer*; and
 - (b) if the *customer* does not have a *retailer* for that *supply address*, the *distributor* must inform the *customer* in accordance with any applicable *guidelines* that the *customer* has a choice of *retailer*.

2.4 Connection without energisation

Subject to clause 2.6.1, where a *connection* request has been made by a *customer* and the *customer's supply address* cannot be *energised* due to the operation of clause 2.3.1(a), the *distributor* must use best endeavours to *connect* but not *energise* a new *supply address* on the date agreed with the *customer*. Where no date is agreed, the *distributor* must perform its obligations under this clause 2.4 within 20 *business days* after the request.

2.5 Previous connection

Where a *customer* only requires *energisation* and the *customer* provides *acceptable identification* to the *distributor* or the *customer's retailer*, the *distributor* must use best endeavours to *energise* the *customer's supply address* within one *business day* of a request being made by a *customer's retailer* (or, where clause 2.3.1 permits, the *customer*) if such request has been made to the *distributor* (orally or in writing) by 3 p.m.

2.6 Conditions for connection

2.6.1 The *distributor's* obligations under clauses 2.2 and 2.4 are subject to:

- (a) an adequate *supply* of electricity being available at the required *voltage* at the boundary of the new *supply address*;
- (b) a *Certificate of Electrical Safety* being provided to the *distributor* in respect of the *customer's electrical installation* at the *customer's supply address*;
- (c) the *customer* complying with clauses 3.2.2 and 3.2.3;
- (d) the *customer* complying with reasonable technical requirements required by the *distributor*; and
- (e) the *customer* providing *acceptable identification*.

2.6.2 Where the *distributor* is not obliged to comply with its obligation under clauses 2.2 or 2.4 by virtue of clause 2.6.1, the *distributor* must comply with such obligations as soon as practicable after the removal or elimination of the reason for which *connection* or *connection* without *energisation* was not made.

3 ASSET MANAGEMENT

3.1 Customer's electrical installation and equipment

3.1.1 The *customer* must use best endeavours to ensure that:

- (a) the *customer's electrical installation* and any equipment within it:
 - (i) complies with this *contract*; and
 - (ii) is maintained in a safe condition; and
- (b) protection equipment in the *customer's electrical installation* is at all times effectively coordinated with the electrical characteristics of the *distribution system*.

3.1.2 The *customer* must use best endeavours to:

- (a) ensure that the *distribution system* and the *reliability* and *quality of supply* to other *customers* are not adversely affected by its actions or equipment;
- (b) not allow a *supply* of electricity to its *electrical installation* to be used other than at its premises nor *supply* electricity to any other person except in accordance with the *Act*;
- (c) not take electricity *supplied* to another *supply address* at its *supply address*;
- (d) not allow electricity *supplied* to the *supply address* to bypass the meter;
- (e) not allow electricity *supplied* under a domestic tariff to be used for non-domestic purposes; and
- (f) not allow electricity *supplied* under a specific purpose tariff (such as an off peak storage water tariff) to be used for another purpose.

3.2 Distributor's equipment on customer premises

3.2.1 The *customer* must:

- (a) not interfere, and must use best endeavours not to allow interference with the *distributor's distribution system* including any of the *distributor's* equipment installed in or on the *customer's* premises; and
- (b) provide and maintain on the *customer's* premises any reasonable or agreed facility required by its *distributor* to protect any equipment of the *distributor*.

3.2.2 Provided official identification is produced by the *distributor's* representatives on request, the *customer* must provide to the *distributor's* representatives at all times convenient and unhindered access:

- (a) to the *distributor's* equipment for any purposes associated with the *supply*, metering or billing of electricity; and
- (b) to the *customer's electrical installation* for the purposes of:
 - (i) the inspection or testing of the *customer's electrical installation* for the purpose of assessing whether the customer is complying with this *contract*; or
 - (ii) *connecting, disconnecting or reconnecting supply*,

and safe access to and within the *customer's* premises for the purposes described in this clause 3.2.2.

3.2.3 If necessary, the *customer* must provide safety equipment and appropriate safety instructions to representatives of the *distributor* to ensure safe access to the *customer's* premises.

3.2.4 In cases other than *emergencies*, the *distributor* must use best endeavours to access the *customer's* premises at a time which is reasonably convenient to both the *customer* and the *distributor*.

4 QUALITY OF SUPPLY

4.1 Supply frequency

4.1.1 *NEMMCO* is responsible for the frequency of each *distributor's distribution system*, having an obligation under the *National Electricity Code* to use reasonable endeavours to maintain system frequency at 50 Hz, subject to the allowable variations set out in that Code.

4.1.2 The *distributor* has no obligation in respect of the frequency of its *distribution system*.

4.2 Voltage

4.2.1 Subject to clause 4.2.2, the *distributor* must maintain a nominal *voltage* level at the *point of supply* to the *customer's electrical installation* in accordance with the Electricity Safety (Network Assets) Regulations 1999 or, if these regulations do not apply to the *distributor*, at one of the following standard nominal *voltages*:

- (a) 240 V;
- (b) 415 V;
- (c) 480 V;
- (d) 6.6 kV;
- (e) 11 kV;
- (f) 22 kV; or
- (g) 66 kV.

4.2.2 Variations from the relevant standard nominal *voltage* listed in clause 4.2.1 may occur in accordance with Table 1.

Table 1

STANDARD NOMINAL VOLTAGE VARIATIONS				
Voltage Level in kV	Voltage Range for Time Periods			Impulse Voltage
	Steady State	Less than 1 minute	Less than 10 seconds	
< 1.0	± 6 %	± 10 %	Phase to Earth +50%-100% Phase to Phase +20%-100%	6 kV peak
1-6.6	± 6 %	± 10 %	Phase to Earth +80%-100% Phase to Phase +20%-100%	60 kV peak
11	(± 10%)			95 kV peak
22	Rural Areas)			150 kV peak
66	± 10%	± 15%	Phase to Earth +50%-100% Phase to Phase +20%-100%	325 kV peak

- 4.2.3 The *distributor* must control over *voltage* in accordance with IEC 60364-4-443.
- 4.2.4 The *distributor* must use best endeavours to minimise the frequency of *voltage* variations allowed under clause 4.2.2 for periods of less than 1 minute.
- 4.2.5 The *distributor* may send, in accordance with IEC 1000-2-2, signals for the following:
- ripple control systems; or
 - medium-frequency power-line carrier systems; or
 - radio-frequency power-line carrier systems.
- 4.2.6 The *distributor* must monitor and record:
- steady state *voltages* and *voltage* variations at each zone substation in its *distribution system* which are outside the limitations specified in Table 1; and
 - steady state *voltages* and *voltage* variations of a duration of more than one minute which are outside the range of steady state *voltages* specified in Table 1 at the extremity of one feeder *supplied* from each of those zone substations.
- 4.2.7 Without limiting the liability of a *distributor* under any other provision of this *contract*, a *distributor* must compensate the *customer* whose property is damaged due to a *voltage* variation outside the limits prescribed by Table 1 and other relevant provisions of any relevant *guideline*.

4.3 Power factor

- 4.3.1 The *customer* must ensure that the *customer's demand* for *reactive power* does not exceed the maximum level allowed by applying the *power factor* limits specified in Table 2 to the *customer's* maximum *demand* for *apparent power* (measured in kVA) or *active power* (measured in kW).
- 4.3.2 If, for the purposes of clause 4.3.1, the *customer's* maximum *demand* for *apparent power* (R_{max}) is used, then the *customer's* allowable *demand* for *reactive power* (Q_{max}) is calculated using the formula $Q_{max} = R_{max} * (1 - pf_{min}^2)^{1/2}$, where pf_{min} is the minimum *power factor* specified in Table 2.

- 4.3.3 If, for the purposes of clause 4.3.1, the *customer's* maximum *demand* for *active power* (P_{max}) is used, then the *customer's* allowable *demand* for *reactive power* (Q_{max}) is calculated using the formula $Q_{max} = (P_{max}/\text{pf}_{min}) \cdot (1 - \text{pf}_{min}^2)^{1/2}$, where pf_{min} is the minimum *power factor* specified in Table 2.
- 4.3.4 If the *customer's network tariff* includes a charge for the maximum *demand* for *apparent* or *active power*, then, for the purposes of this clause 4.3, the *customer's* maximum *demand* for *apparent* or *active power* is to be taken to be the maximum *demand* for which it was most recently billed.
- 4.3.5 Despite clause 4.3.1, the *customer* must use best endeavours to keep the *power factor* of its *electrical installation* within the relevant range set out in Table 2 when the *customer's demand* for *apparent* or *active power* is at or more than 50% of the *customer's* maximum *demand*.

Table 2

POWER FACTOR LIMITS						
Supply Voltage in kV	Power Factor Range for Customer Maximum Demand and Voltage					
	Up to 100 kVA		Between 100 kVA – 2 MVA		Over 2 MVA	
	Minimum Lagging	Minimum Leading	Minimum Lagging	Minimum Leading	Minimum Lagging	Minimum Leading
< 6.6	0.75	0.8	0.8	0.8	0.85	0.85
6.6 11 22	0.8	0.8	0.85	0.85	0.9	0.9
66	0.85	0.85	0.9	0.9	0.95	0.98

4.4 Harmonics

- 4.4.1 The *distributor* must ensure that the harmonic levels in the *voltage* at *point of common coupling* nearest to a *customer's point of supply* comply with the levels specified in Table 3.

Table 3

VOLTAGE HARMONIC DISTORTION LIMITS				
Voltage at point of common coupling	Total harmonic distortion	Individual voltage harmonics		
		Odd	Even	
< 1kV	5%	4%	2%	
>1kV and ≤ 66kV	3%	2%	1%	

- 4.4.2 Subject to clause 4.4.1, the *distributor* must comply with the *IEEE* Standard 519-1992 '*Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems*'.
- 4.4.3 The *customer* must keep harmonic currents below the limits specified in Table 4 and otherwise comply at its nearest *point of common coupling* with the *IEEE* Standard 519-1992 '*Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems*'.

Table 4

CURRENT HARMONIC DISTORTION LIMITS						
Isc/IL	Maximum Harmonic Current Distortion in Percent of IL					
	Individual Harmonic Order "h" (Odd Harmonics)					Total Harmonic Distortion
	<11	11 ≤ h < 17	17 ≤ h < 23	23 ≤ h < 35	35 ≤ h	
<20*	4.0%	2.0%	1.5%	0.6%	0.3%	5.0%
20<50	7.0%	3.5%	2.5%	1.0%	0.5%	8.0%
50<100	10.0%	4.5%	4.0%	1.5%	0.7%	12.0%
100<1000	12.0%	5.5%	5.0%	2.0%	1.0%	15.0%
>1000	15.0%	7.0%	6.0%	2.5%	1.4%	20.0%

Notes:

1. Even harmonics are limited to 25% of the odd harmonics listed above.
2. Current distortions that result in a DC offset, e.g. half-wave converters, are not allowed.
3. *All power generation equipment is limited to these values of current distortion, regardless of actual ISC/IL.
4. Isc = maximum short-circuit current at *point of common coupling*.
5. IL = maximum *demand* load current (fundamental frequency component) at *point of common coupling*.

4.5 Inductive interference

4.5.1 The *distributor* must ensure that inductive interference caused by its *distribution system* is within the limits specified in AS/NZ 2344-1997.

4.6 Negative sequence voltage

4.6.1 Subject to clause 4.6.2 the *distributor* must maintain the negative sequence *voltage* at the *point of common coupling* to a *customer's* three phase *electrical installation* at a level at or less than 1%.

4.6.2 The negative sequence *voltage* may vary above 1% of an applicable *voltage* level, but not beyond 2% for a total of 5 minutes in every 30 minute period.

4.7 Load balance

4.7.1 The *customer* must ensure that the current in each phase of a three phase *electrical installation* does not deviate from the average of the three phase currents:

- (a) by more than 5% for a standard nominal *voltage* up to 1 kV; and
- (b) by more than 2% for a standard nominal *voltage* above 1 kV.

4.7.2 Despite clause 4.7.1, deviations are permissible for periods of less than 2 minutes:

- (a) up to 10% for a standard nominal *voltage* up to 1 kV; and
- (b) up to 4% for a standard nominal *voltage* above 1 kV.

4.8 Disturbing loads

4.8.1 A *distributor* must maintain *voltage* fluctuations at the *point of common coupling* at a level no greater than the levels specified in AS/NZ 61000.3.5, 2001 and AS/NZ 61000.3.7, 2001 as appropriate.

4.8.2 Subject to clause 4.8.3, a *customer* must ensure that the *customer's* equipment does not cause *voltage* fluctuations at the *point of common coupling* greater than the levels specified in AS/NZ 61000.3.5, 2001 and AS/NZ 61000.3.7, 2001 as appropriate.

4.8.3 If two or more *customers' electrical installations* are *connected* at the same *point of common coupling*, the maximum permissible contribution to *voltage* fluctuations allowable from each *customer* is to be determined in proportion to their respective maximum *demand*, unless otherwise agreed.

4.9 Monitoring quality of supply

The *distributor* must monitor *quality of supply* in accordance with the principles applicable to good asset management as contemplated by clause 3.1.

4.10 The distributor's technical requirements

The *customer* must ensure that its *electrical installation* complies with, and is installed and maintained in accordance with:

- (a) all applicable *Australian Standards*;
- (b) **Electrical Safety Act (Vic) 1998** and Electrical Safety (Installation) Regulations 1999 No. 49; and
- (c) any other technical requirements reasonably required by the *distributor* (including, without limitation, the *Service & Installation Rules* to the extent that they apply to the *customer's electrical installation*).

4.11 The distributor's equipment on the customer's premises

None of the equipment and assets that the *distributor* installs at the *customer's supply address*, whether or not they are fixed to the land or any buildings on the land, will become part of the land or premises at the *supply address* and the *distributor* may remove them after *disconnection* of the *customer's supply address*. The *customer's* obligations in respect of the *distributor's* equipment and assets will continue after this *contract* ends.

4.12 Maximum Allocated Capacity

The *customer* must ensure that the *demand* of electricity taken at the *customer's supply address* does not exceed maximum allocated capacity. The *customer's* allocated capacity is:

- (a) 40 amps for a single phase *connection*; or
- (b) otherwise, the rating of the smallest component of the *distribution system* used solely to supply electricity to the *customer's electrical installation*,

unless otherwise advised by the *distributor* to the *customer's retailer*.

If the *customer* wishes to increase its maximum allocated capacity, the *distributor* may be entitled to charge the *customer* for the cost of any necessary works, as provided for in the *distributor's* customer contribution policy.

4.13 Assignment of Network Tariffs

The *customer* agrees that the *distributor* may assign or reassign the *customer's network tariff* or any component thereof by applying the criteria determined by the *regulator* in conjunction with the *distributor's network tariffs*. Any such assignment or reassignment will be based on the *load* and *connection* characteristics at the *customer's supply point*. Additional information may be obtained from the *customer's retailer*, or at the website nominated by the *regulator*.

4.14 Maximum demand

This clause 4.14 only applies to the *customer* if the *customer* is in a class of *customer* that have been allocated by the *distributor* to a tariff that has a *maximum demand* component.

The *customer* agrees that where the *customer* wishes to change its *maximum demand* the following criteria will apply:

- (a) Increases in *maximum demand*
Where the *customer* requires an increase in *maximum demand* at a *supply point*, the *customer* must make a written request to the *distributor*. The increased level

of **maximum demand** shall apply from the requested date or as near as possible thereafter, subject to any required work being completed by the **distributor**.

- (b) Temporary increases in **maximum demand**
- (i) Temporary increases in **maximum demand** may in the **distributor's** discretion be made available by the **distributor** to the customer in respect of the relevant **supply point** to cover specific, short-term needs, such as the commissioning of new plant. In making the **distributor's** decision, relevant factors the **distributor** will consider are:
- (A) receiving at least one month's written notice from the **customer**; and
- (B) prior agreement from the **distributor** (which agreement will be conditional upon the necessary capacity being available in the **distributor's distribution system**).
- (ii) Temporary increases in **maximum demand** will:
- (A) be defined in terms of "additional demand" for a specific period;
- (B) apply for one full billing period, except in the case of commissioning of new plant, in which case the duration of the temporary increase may be extended for the duration of the commissioning;
- (C) be charged at the **distributor's** standard demand charge from time to time;
- (D) be limited to one occurrence in any 12 month period unless otherwise agreed by the **distributor**.
- (c) Reduction in **maximum demand**
- (i) Where the **customer** requires a reduction in maximum demand at a **supply point**, the **customer** must give 12 months written notice of this requirement. If the **distributor** agrees to reduce the **maximum demand** to any level down to the level sought by the **customer**, the **distributor** must notify the **customer** in writing within the 12 month notice period of a new **maximum demand**. The new **maximum demand** will apply after the date when the **customer's** meter is first read following that 12 month period. However, following installation by the **customer** of load management equipment approved by the **distributor** or the implementation of a **demand** management initiative approved by the **distributor**, the 12 month notice period may be reduced at the **distributor's** discretion.
- (ii) If in the 12 months following any reduction in **maximum demand** under sub paragraph 4.14(c)(i), the reduced **maximum demand** is exceeded, then the **demand** so recorded becomes the **maximum demand** applicable from the time of the reduction. This shall not apply to temporary increases in demand negotiated under clause 4.14(b).
- (d) Changes following **maximum demand** being exceeded
- In the event that the metered **maximum demand** in a billing period exceeds the **maximum demand** for the **customer** in respect of the relevant **supply point**:
- (i) a new **maximum demand** is established equal to the metered **demand** in that billing period;
- (ii) the new **maximum demand** shall not apply to temporary increases in **demand** that the **distributor** negotiates with the **customer** in accordance with clause 4.14(b)(i);

- (iii) the new *maximum demand* shall apply for at least 12 months unless an exemption is obtained under sub-paragraph (iv) below;
- (iv) if the new *maximum demand* is established as a result of a fault in the *customer's* electrical installation in respect of the relevant *supply point*, then the *distributor* may in its discretion reduce the *maximum demand* back to the previous level after three months. In making its decision, relevant factors the *distributor* will consider are whether:
 - (A) the *distributor* receives a written application for such a reduction from the *customer* within 30 days of billing following the fault; and
 - (B) the *distributor* is satisfied that:
 - (I) the fault has been diagnosed; and
 - (II) action has been taken to avoid a recurrence of that or similar faults; and
- (v) where the capacity of the *distributor's distribution system* is inadequate to make *supply* available at a higher rate on a continuous basis, the distributor may advise the *customer* that the new *maximum demand* will apply only for the billing period in which it was established, pending *augmentation* of the *distributor's distribution system* and renegotiation of a revised *maximum demand*. The *maximum demand* thereafter is limited to the available capacity of the *distributor's distribution system*, as determined by the *distributor*, by suitable load limiting equipment installed by the *customer* to the *distributor's* satisfaction.

4.15 The customer's equipment on the customer's premises

The *customer's* equipment at the *customer's supply address* connected to the *distribution system* must have a normal voltage rating within the normal voltage supply range for the *supply point*.

5 CHARGES

5.1 What are the distributor's charges?

Charges for the *distributor's* services will not be billed under this *contract*, but will be billed either under the *customer's contract* with the *customer's retailer* or a separate agreement between the *customer* and the *distributor*. These charges include:

- (a) the *distributor's network tariffs* relating to the supply of electricity to the *customer's supply address*;
- (b) the *distributor's approved charges* for some *excluded services* that the *customer* or the *customer's retailer* may request, including but not limited to the following:
 - (i) *connection* (including temporary supply);
 - (ii) service truck visits;
 - (iii) meter equipment test;
 - (iv) provision of switching service;
 - (v) new connections:
 - (A) multiple premises;
 - (B) single premises;
 - (C) temporary *connection* for construction purposes
 - (vii) field officer visits:
 - (A) single visit;
 - (B) *reconnection* after *disconnection* for non-payment;

- (viii) service truck appointments
 - (A) service truck call-out (includes the first 15 minutes);
 - (B) on site rate (for each additional 15 minutes), and
- (c) any additional or supplementary charge relating to the *supply* of electricity to the *customer's supply address* if the regulator has approved that charge, or the *distributor* is otherwise permitted under the *Electricity Law* to impose the charge.

5.2 Other charges

The *distributor* may charge the *customer* for some services that it provides in accordance with electricity industry practice, even though the *customer* does not request these services.

6 RELIABILITY OF SUPPLY

6.1 Reliability of supply

The *distributor* must use best endeavours to meet targets required by the *price determination* and targets published annually on its website and otherwise meet the *customer's* reasonable expectations of *reliability of supply*.

6.2 A distributor's right to interrupt supply

The *distributor* may interrupt *supply* at any time for the following reasons:

- (a) planned maintenance, repair, or *augmentation* of the *distribution system*;
- (b) unplanned maintenance or repair of the *distribution system* in circumstances where, in the opinion of the *distributor*, the *customer's electrical installation* or the *distribution system* poses an immediate threat of injury or material damage to any person, property or the *distribution system*;
- (c) to shed *energy* because the total *demand* for electricity at the relevant time exceeds the total supply available;
- (d) as required by *NEMMCO*, *VENCorp* or the *system operator*;
- (e) the installation of a new *supply* to another *customer*;
- (f) in the case of an *emergency*; or
- (g) to restore *supply* to the *customer*.

6.3 Unplanned interruptions

6.3.1 In the case of an unplanned *interruption* or an *emergency*, the *distributor* must:

- (a) within 30 minutes of being advised of the *interruption* or *emergency*, or otherwise as soon as practicable, provide, by way of a 24 hour telephone service, information on the nature of the *interruption* and an estimate of the time when *supply* will be restored or when reliable information on restoration of *supply* will be available;
- (b) provide options for the *customer* who call the service to be directly connected to a telephone operator if required; and
- (c) use best endeavours to restore the *customer's supply* as soon as possible making allowance for reasonable priorities.

6.3.2 Wherever reasonable and practicable, the *distributor* must provide prior information to the customer who may be interrupted by *load* shedding.

6.4 Planned interruptions

6.4.1 In the case of a planned *interruption*, the *distributor* must provide each affected *customer* with at least 4 *business days* written notice of the *interruption*. The notice must:

- (a) specify the expected date, time and duration of the *interruption*; and
- (b) include a 24 hour telephone number for enquiries.

6.4.2 The *distributor* must use best endeavours to restore the *customer's supply* as quickly as possible.

6.5 Special needs

6.5.1 Where the *customer* or a *retailer* provides the *distributor* with confirmation from a registered medical practitioner or a hospital that a person residing at the *customer's supply address* requires a life support machine, the *distributor* must:

- (a) register the *supply address* as a life support machine *supply address*;
- (b) not *disconnect supply* to the *customer's supply address* while the *supply address* remains registered as a life support machine *supply address*; and
- (c) give the *customer*:
 - (i) at least 4 *business days* written notice of any planned *interruption to supply* at the *supply address* (the 4 *business days* to be counted from the *date of receipt* of the notice), unless a longer period of notice is requested by the *customer* and provided that the longer period of notice:
 - (A) is reasonably necessary; and
 - (B) can be accommodated by the *distributor*;
 - (ii) advice to assist the *customer* to prepare a plan of action in case an unplanned *interruption* should occur; and
 - (iii) an emergency telephone contact number.

6.5.2 If the *customer's supply address* has been registered by the *distributor* in accordance with clause 6.5.1, the *customer* must inform the *distributor* or the *customer's retailer* if the person for whom the life support machine is required vacates the *supply address* or no longer requires the life support machine. The *distributor* may then cancel the registration of the *supply address* as a life support machine *supply address*.

7 GUARANTEED SERVICE LEVELS

7.1 Appointments

Where the *distributor* makes an appointment with the *customer*, if the *distributor* is more than 15 minutes late for the appointment, the *distributor* must pay the *customer* \$20.

7.2 Failure to supply

Where the *distributor* does not *supply* electricity to the *customer's supply address* on the day agreed with the *customer*, the *distributor* must pay to the *customer* \$50 for each day that it is late, up to a maximum of \$250.

7.3 Supply restoration and low reliability payments

7.3.1 The *distributor* must make a *supply restoration payment* of \$80 to the *customer* for each *interruption* in the *supply* of electricity to the *customer's supply address* which is not restored within 12 hours of the *interruption* first starting.

7.3.2 The *distributor* must make a low reliability payment of \$80 to:

- (a) the *customer* if it is *supplied* electricity through a *short rural feeder* or a *long rural feeder* and experiences more than 15 *interruptions*; and
- (b) if the *customer* is not *supplied* electricity through a *short rural feeder* or a *long rural feeder* and experiences more than 9 *interruptions*,

in the *supply* of electricity to the *customer's supply address* in any calendar year.

7.3.3 Despite clauses 7.3.1 and 7.3.2:

- (a) a *supply restoration payment* is not required to be made by the *distributor*:
 - (i) for a planned *interruption* effected with the prior agreement of the *customer*; or

- (ii) for an unplanned *interruption* which is not restored within the time specified in clause 6.3.1 at the request of the *customer*.
- (b) a planned *interruption* requested by the *customer* is not to be counted in determining whether a *low reliability payment* must be made by the *distributor*;
- (c) *momentary interruptions* are not to be counted in determining whether a *supply restoration payment* or a *low reliability payment* must be made by the *distributor*; and
- (d) in the 2001 calendar year *supply restoration payments* and *low reliability payments* are only required to be made to *customers* using less than 40MWh per annum and in subsequent calendar years only to *customers* using less than 160MWh per annum.

7.3.4 Also despite clauses 7.3.1 and 7.3.2, on application from the *distributor* the *Commission* will excuse the *distributor* from making a *supply restoration payment* or a *low reliability payment* if the *Commission* is satisfied that the obligation to make the payment arises from an *interruption* which relates to:

- (a) *load* shedding due to a shortfall in generation;
- (b) a failure of the shared transmission network;
- (c) a failure of a *transmission connection*, but only to the extent that the *interruption* is not due to inadequate planning of *transmission connections*; and
- (d) widespread *supply interruptions* due to rare events which are not reasonably able to be foreseen, but only to the extent that the *distributor* is not reasonably able to mitigate the impact of such *interruptions* on *customers*.

7.4 Time for payment

Any payments required to be made by the *distributor* to the *customer* under this clause 7 must be paid by the *distributor* as soon as practicable after the obligation arises under clauses 7.1, 7.2 or 7.3.

8 ACCESS

- 8.1 The *customer* must provide safe, 24-hour, convenient and unhindered access to its meter.
- 8.2 The *distributor* must use its best endeavours to access the *customer's* premises at a reasonably convenient time.
- 8.3 The *distributor* may access the *supply address* for any reason related to this *contract*, including to:
 - (a) read or inspect the meter;
 - (b) *connect* or *disconnect* the *supply*;
 - (c) test or inspect the *electrical installation*;
 - (d) clear vegetation from lines; or
 - (e) undertake maintenance or repairs.
- 8.4 The *distributor* representatives must wear or carry official identification and must show it to the *customer* upon request.

9 PROVISION OF INFORMATION

9.1 Distributor's obligations

- 9.1.1 The *distributor* must provide information about its targets under clause 6.1 to the *customer* or a *retailer* on request.

- 9.1.2 The *distributor* must promptly provide a *customer charter* to the *customer* and the *Commission*:
- (a) on request; and
 - (b) at least once every 5 years,
- and to the *customer* at the time the *customer* is *connected* at the *customer's supply address*.
- 9.1.3 The *distributor's customer charter* must summarise all current rights, entitlements and obligations of the *distributor* and the *customer* relating to the *supply* of electricity, including:
- (a) the identity of the *distributor*; and
 - (b) the *distributor's* guaranteed service levels,
- and other aspects of their relationship under this *contract* and other applicable laws and codes.
- 9.1.4 On request by a *customer*, the *distributor* must give to a *customer* a copy of the *Electricity Distribution Code* (which, if so requested, must be a large print copy). The *distributor* may impose a charge (determined by reference to its *approved statement of charges*) for this. The *distributor* must also inform and provide an explanation in plain English to the *customer* of any amendment to the Electricity Distribution Code that materially effects the *customer's* rights, entitlements and obligations as soon as practicable after the *Electricity Distribution Code* is amended.
- 9.1.5 On request by the *customer* or by a *retailer* on behalf of the *customer*, the *distributor* must provide the *customer* with information on the *quality of supply* provided to that *customer*. That information must be provided free of charge and within 10 *business days* of the *customer's* request (unless it is not practical to provide the information within that time in which case the *distributor* must inform the *customer* within 10 *business days* of the steps it is taking to provide such information).
- 9.1.6 On request by the *customer* or by a *retailer* on behalf of the *customer*, the *distributor* must provide information on *reliability of supply* including where applicable an explanation for any *interruption* to *supply* (whether planned or unplanned) to the *customer's supply address*. If the *customer* requests that such information or explanation be in writing, it must be given in writing within 20 *business days* of the request.
- 9.1.7 If the *distributor* is required to undertake a specific test under clause 9.1.5 to determine the *customer's quality of supply*, the *distributor* may charge a fee for this service in accordance with its *approved statement of charges*.
- 9.1.8 If the results of the test under clause 9.1.7 show that the *distributor* is not complying with its obligations under this *contract*, it must:
- (a) take action in accordance with clause 11.2.1 of this *contract*; and
 - (b) refund any fee paid by the *customer* for the test.
- 9.1.9 On request by the *customer* or by a *retailer* on behalf of the *customer*, the *distributor* must provide the *customer* or the *customer's electrician* with reasonable information on the *distributor's* requirements in relation to any proposed new *electrical installation* of the *customer* or changes to the *customer's* existing *electrical installation*, including advice about *supply* extensions.
- 9.1.10 On request by the *customer* or by a *retailer* on behalf of the *customer*, a *distributor* must provide the *customer* with advice on:
- (a) the facilities required to protect the *distributor's* equipment;

- (b) how the *customer* should use the electricity *supplied* at the *customer's supply address* so that it does not interfere with the *distributor's distribution system* or with *supply* to any other *electrical installation*; and
- (c) where the customer may obtain a copy of the standards which are given force by the *Electricity Distribution Code*.

9.1.11 The *distributor* must provide access to multi-lingual services to meet the reasonable needs of its *customers*.

9.1.12 When *disconnecting* the *supply address* of the customer who is vacating or has vacated the *supply address*, a *distributor* must leave a document at the *supply address* informing any new occupant:

- (a) to whom the occupant must address any request to *connect* the *supply address*;
- (b) what the occupant's options are for entering into a contract for the sale of electricity with a *retailer*; and
- (c) a list of current *retailers*.

9.2 Customer's obligations

The *customer* must inform the *distributor* or its *retailer* as soon as practicable if there is any:

- (a) proposed change to wiring or plant or equipment in the *customer's electrical installation* which may affect the *quality* of the *supply* of electricity to any other person;
- (b) change to the major purpose for which the electricity is used at the *customer's supply address*;
- (c) change affecting access to the *distributor's* equipment located at the *customer's supply address*.
- (d) major change to the amount of electricity likely to be used by the *customer* at the *customer's supply address*.

9.3 Planning information

9.3.1 The *customer* or *retailer* must, on request from the *distributor*, provide details of *loads connected* or planned to be *connected* to the *distribution system* which are required for the purpose of the *distributor* planning its *distribution system*, including:

- (a) the location of *load* in the *distribution system*;
- (b) existing *loads*;
- (c) existing *load* profile;
- (d) changes in *load* scheduling;
- (e) planned outages;
- (f) forecasts of *load* growth;
- (g) anticipated new *loads*; and
- (h) anticipated *redundant loads*.

9.4 Confidentiality

9.4.1 The *distributor* to whom *confidential information* is provided:

- (a) must not disclose or give access to that *confidential information* to any person except as permitted by this *contract*; and
- (b) must only use or reproduce the *confidential information* for the purpose for which it was provided under this contract or a purpose permitted under this *contract*, or a purpose consented to by the discloser.

9.4.2 This clause 9.4 does not prevent:

- (a) (public domain): the disclosure, use or reproduction of information if the relevant information is at the time generally and publicly available other than as a result of breach of confidence by the *distributor* or a related body corporate (as defined by the **Corporations Act (Cth) 2001**) who wishes to disclose, use or reproduce the information or any person to whom the *distributor* has disclosed the information;
- (b) (employees and advisers): the disclosure of information to:
 - (i) an employee or officer of the *distributor* or a related body corporate (as defined in the **Corporations Act (Cth) 2001**) of the *distributor* subject to any relevant *guideline*; or
 - (ii) a legal or other professional adviser, auditor or other consultant of the *distributor*, which requires the information for the purposes of the *contract*, or for the purpose of advising the *distributor*, or for the purpose of planning or augmenting the *distribution system*;
- (c) (consent): disclosure, use or reproduction of information with the informed written consent of the person or persons who provided the relevant information under this *contract*;
- (d) (law): the disclosure, use or reproduction of information to the extent required by law or by a lawful requirement of:
 - (i) any government or governmental body, authority or agency having jurisdiction over the *distributor* or its related bodies corporate; or
 - (ii) any stock exchange having jurisdiction over the *distributor* or its related bodies corporate;
- (e) (disputes): the disclosure, use or reproduction of information if required in *connection* with legal proceedings, arbitration, expert determination or other dispute resolution mechanism, or for the purpose of advising a person in relation thereto;
- (f) (trivial): the disclosure, use or reproduction of information which is trivial in nature;
- (g) (safety): the disclosure of information if required to protect the safety of personnel or equipment;
- (h) (potential investment): the disclosure, use or reproduction of information by or on behalf of the *distributor* to the extent reasonably required in connection with the *distributor's* financing arrangements, investment in that *distributor* or a disposal of that distributor's assets;
- (i) (regulator): the disclosure of information to the ACCC or any other regulatory authority having jurisdiction over the *distributor*, pursuant to the **Electricity Distribution Code** or otherwise; or
- (j) (aggregate sum): the disclosure, use or reproduction of information as an unidentifiable component of an aggregate sum.

9.4.3 In the case of a disclosure under clause 9.4.2(b) or 9.4.2(h), prior to making the disclosure the *distributor* who wishes to make the disclosure must inform the proposed recipient of the confidentiality of the information and must take appropriate precautions to ensure that the recipient keeps information confidential in accordance with the provisions of this clause and does not use the information for any purpose other than that permitted under clause 9.3.

10 COMPLAINTS AND DISPUTE RESOLUTION

- 10.1.1 The *distributor* must handle a *complaint* by a *customer* 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. The *distributor* must include information on its *complaint* handling processes in the *distributor's customer charter*.
- 10.1.2 When the *distributor* responds to a *customer's complaint*, the *distributor* must inform the *customer*:
- (a) that the *customer* has a right to raise the *complaint* to a higher level within the *distributor's* management structure; and
 - (b) if, after raising the *complaint* to a higher level the *customer* is still not satisfied with the *distributor's* response, the *customer* has a right to refer the *complaint* to the Energy and Water Ombudsman (Victoria) Ltd. or other relevant external dispute resolution body. This information must be given in writing.
- 10.1.3 The *distributor* must include information about the Energy and Water Ombudsman (Victoria) Ltd. on any *disconnection* warning issued by the *distributor*.

11 NON-COMPLIANCE WITH THE CONTRACT

11.1 Distributor's obligation to remedy

If the *distributor* breaches this *contract*, the *distributor* must remedy that breach as soon as practicable.

11.2 Notification to customers

- 11.2.1 If the *distributor* becomes aware of its failure to comply with any obligation under this *contract*, which can reasonably be expected to have a material, adverse impact on a *customer*, it must:
- (a) notify the *customer* if the *customer* is likely to be adversely affected by the non-compliance within 5 *business days*;
 - (b) undertake an investigation of the non-compliance as soon as practicable but in any event within 20 *business days*; and
 - (c) advise the *customer* of the steps it is taking to comply.
- 11.2.2 If the *distributor* becomes aware of a breach of this *contract* by the *customer*, which is not of a trivial nature, the *distributor* must notify the *customer*, in writing and as far as possible using plain English, of:
- (a) details of the non-compliance and its implications, including any impact on the *distributor* and other *customers*;
 - (b) actions that the *customer* could take to remedy the non-compliance;
 - (c) a reasonable time period in which compliance must be demonstrated;
 - (d) any consequences of non-compliance; and
 - (e) the *distributor's* procedure for handling *complaints*.

11.3 Customer's obligation to remedy

The *customer* must use best endeavours to remedy any non-compliance with this *contract* within the time period specified in any notice of non-compliance sent by the *distributor* in accordance with clause 11.2.2.

12 DISCONNECTION OF SUPPLY

12.1 Non-compliance

The *distributor* may *disconnect supply* to the *customer's supply address* if:

- 12.1.1 the *customer* has not fulfilled an obligation to comply with this *contract* as notified under clause 11.2.2; and

12.1.2 the *distributor* has given the *customer* 5 *business days*' written notice of *disconnection* (such notice to be in addition to the notice referred to in clause 11.2.2); and

12.1.3 the *customer* fails to comply with the notice or enters into an arrangement to comply but fails to comply with that arrangement.

12.2 Health, safety or emergency

12.2.1 The *distributor* may disconnect *supply* to a *customer's supply address* if *supply* otherwise would potentially endanger or threaten to endanger the health or safety of any person or the environment or an element of the environment or if there is otherwise an *emergency*.

12.2.2 Except in the case of an *emergency*, or where there is a need to reduce the risk of fire or where relevant regulations require otherwise, the *distributor* must not *disconnect a customer's supply address* under clause 12.2.1 unless the *distributor* has:

- (a) given the *customer* written notice of the reason;
- (b) allowed the *customer* 5 *business days* from the *date of receipt* of the notice to eliminate the cause of the potential danger; and
- (c) at the expiration of those 5 *business days* given the *customer* by way of a written *disconnection* warning another 5 *business days* notice of its intention to *disconnect the customer* (the 5 business days is to be counted from the *date of receipt* of the notice).

12.3 Retailer's request

The *distributor* must *disconnect supply* to the *customer's supply address* if the *customer's retailer* has requested *disconnection*.

12.4 Customer's request

The *distributor* must *disconnect supply* to a *customer's supply address* if the *customer* has requested *disconnection* and must use best endeavours to *disconnect supply* in accordance with the *customer's* request.

12.5 Illegal supply

The *distributor* may *disconnect supply* to the *customer's supply address* immediately if:

- 12.5.1 the *supply* of electricity to the *customer's electrical installation* is used other than at the *customer's* premises;
- 12.5.2 the *customer* takes at the *customer's supply address* electricity supplied to another *supply address*;
- 12.5.3 the *customer* tampers with, or permits tampering with, the meter or associated equipment; or
- 12.5.4 the *customer* allows electricity *supplied* to the *customer's supply address* to bypass the meter.

12.6 No disconnection

12.6.1 The *distributor* must not *disconnect supply* to the *customer's supply address* except in the case of an *emergency* or under clause 12.5 or otherwise as agreed with a *customer*:

- (a) after 2 pm (for a *domestic customer*) or 3 pm (for a *business customer*) on a weekday; or
- (b) on a Friday, a weekend, *public holiday* or on the day before a *public holiday*.

12.6.2 Despite any other provision of this *contract*, the *distributor* must not *disconnect*

supply to the customer:

- (a) if the *customer's supply address* is registered as a life support machine *supply address* except in the case of an *emergency*; or
- (b) for non compliance under clause 12.1 if:
 - (i) the *customer* is a tenant and is unable to remedy the non-compliance as it is not the owner of the *supply address*, and has met the requirements of clause 1.4;
 - (ii) there is a dispute between the *customer* and the *distributor* which has been notified by the *customer* under clause 10 and is still being dealt with by the *distributor* under that clause, or is the subject of proceedings before the Energy and Water Ombudsman (Victoria) Ltd. or other relevant external disputes resolution body; or
- (c) if the *distributor* reasonably considers that *disconnecting supply* would be detrimental to the health or safety of any person.

13 RECONNECTION OF SUPPLY

13.1.1 If the *distributor* has *disconnected* the *customer* as a result of:

- (a) non-compliance with this *contract* under clause 12.1 and within 10 *business days* of *disconnection* the *customer* has remedied the non-compliance;
- (b) danger under clause 12.2.1 and within 10 *business days* of *disconnection* the *customer* has eliminated the cause of the danger; or
- (c) a request from a *retailer*,

on request by the *customer* or by a *retailer* on behalf of the *customer*, but subject to other applicable laws and codes and the *customer* paying any *reconnection* charge (determined by reference to its *approved statement of charges*), the *distributor* must *reconnect* the *customer*.

13.1.2 If the *customer*, or a *retailer* on behalf of a *customer* makes a request for *reconnection* under clause 13.1.1 to a *distributor*:

- (a) before 3 pm on a *business day*, the *distributor* must *reconnect* the *customer* on the day of the request; or
- (b) after 3 pm on a *business day*, the *distributor* must *reconnect* the *customer* on the next *business day* or if the request also is made before 9 pm and the *customer* pays any applicable additional after hours *reconnection* charge, on the day requested by the *customer* or *retailer*.

13.1.3 The *distributor* and the *customer* may agree that later times are to apply to the *distributor*.

14 OTHER RIGHTS AND OBLIGATIONS

This *contract* does not set out comprehensively all rights and obligations of the *distributor* and the *customer* relating to the *supply* of electricity to the *customer's supply address*. For information purposes, a list of relevant applicable laws and codes appears in Appendix 1.

For the avoidance of doubt, the *distributor* and the *customer* must comply with the *Electricity Customer Metering Code*.

15 ADDITIONAL DISTRIBUTION CHARGES

The *distributor* may only impose a charge where it is expressly provided for in a term or condition set out in the *distributor's distribution licence* (or regulatory instrument with which the *distributor* must comply by virtue of the licence) or in the *Electricity Distribution Code*.

16 LIABILITY

- 16.1** Subject to clause 16.4, the *distributor* is not liable for any failure to comply with this *contract* or the *Electricity Law* if,
- 16.1.1 the *distributor* is relieved from performance of, or liability in respect of, any of its obligations by the operation of section 117 of the *Act* or, section 78 of the *National Electricity Law* or any other provision of the *Electricity Law* (and, for the avoidance of doubt, nothing in this *contract* varies the operation of any such provision), or
- 16.1.2 the *distributor* is prevented from, or delayed in, performing any obligation by a *customer's* breach of this *contract* or the *Electricity Law* or subject to compliance with the *distributor's* relevant obligations under the *Distribution Code* by a *force majeure event*.
- Clauses 16.1.1 and 16.1.2 above are not exhaustive and do not limit or diminish other reasons why the *distributor* may not be liable to the *customer*.
- 16.2** Subject to clause 16.4, the *customer* is not liable for any failure to comply with this *contract* or the *Electricity Law* if the *customer* is prevented from, or delayed in, performing any obligation on the *customer* under the *Distribution Code* by a *force majeure event*.
- 16.3** To the extent permitted by law, all statutory or implied conditions and warranties are excluded from this *contract* and, to the extent they cannot be excluded, all liability in relation to them is disclaimed to the maximum extent permitted by law.
- 16.4** The *Trade Practices Act 1974* and other laws may imply certain terms into contracts that cannot be legally excluded. Any liability the *distributor* has to the *customer* under any such term is limited to the maximum extent permitted by law and, if the law allows, is limited to:
- 16.4.1 in the case of goods, the supply of equivalent goods or paying the *customer* the cost of acquiring equivalent goods (at the *distributor's* option); and
- 16.4.2 in the case of services, supplying the services again or paying the *customer* the cost of acquiring equivalent services (at the *distributor's* option).
- 16.5** The *quality* and *reliability of supply* of electricity to the *customer's supply address* is subject to a variety of factors which may be beyond the *distributor's* control including but not limited to, for example, accidents and *emergencies*, weather conditions, vandalism, system demand, the technical limitations of the *distributor's* network and the acts of other persons, including *customers*, electricity *generators*, transmission companies and system controllers.
- The *customer* should also note that:
- (a) the *distributor* may interrupt or limit the *supply* of electricity to the *customer's supply address* in accordance with the *Electricity Law*; and
- (b) variations in *voltage* or frequency may cause damage, for example, to appliances or machines connected to the electricity *supply*.
- 16.6** A *business customer* must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of the *business customer* which may result from poor quality or reliability of electricity *supply*.

17 INDEMNITY

The *customer* must indemnify the *distributor* for any loss or damage incurred by the *distributor* as a result of the *customer's* breach of this *contract* or its negligence to the maximum amount which the *distributor* is entitled to be compensated under the common law (including in equity) or statute for the *customer's* breach or negligence.

18 CONTRACTUAL FORCE MAJEURE

- 18.1** If, but for this clause 18, the *distributor* or the *customer* would commit a *force majeure breach* of this *contract*:
- 18.1.1. the obligations of the *distributor* or the *customer* under this *contract* are suspended to the extent to which they are affected by the *force majeure event* as long as the *force majeure event* continues; and
- 18.1.2. the *distributor* or the *customer* must give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.
- 18.2** For the purposes of clause 18.1.2, if the effects of a *force majeure event* are widespread the *distributor* will be deemed to have given a *customer* prompt notice if it makes the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.
- 18.3** The *distributor* may agree with the *customer* that the *distributor* is not to have the benefit of clause 18.1 in respect of any *force majeure event*.
- 18.4** The *distributor* or the *customer* claiming a *force majeure event* must use its best endeavours to remove, overcome or minimise the effects of the *force majeure event* as quickly as possible. However, this does not require the *distributor* or the *customer* to settle any industrial dispute in any way it does not want to.
- 18.5** Nothing in this clause 18 nor in any term or condition of this *contract* which is not inconsistent with this clause 18 varies or excludes the operation of section 117 of the *Act* or section 78 of the *National Electricity Law*.

19 GENERAL OBLIGATIONS

- 19.1** The governing law of this *contract* is the law of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.
- 19.2** Notices may be in writing and given by hand, fax, mail or email.
The *customer's* notices to the *distributor* must be addressed to:
Company Secretary
CitiPower
Locked Bag 14031
Melbourne City Mail Centre 8001
Facsimile: (03) 9297 8956
Email: notices@citipower.com.au
- 19.3** Any provision of this *contract* which is invalid or unenforceable will be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this *contract* are self-sustaining and capable of separate enforcements without regard to the read down or severed provision and continue to be valid and enforceable.

20 DEFINITIONS

In this *contract*:

+50% means 1.5 times the relevant *voltage*.

-100% means 0 *Volts*.

+20% means 1.2 times the relevant *voltage*.

+80% means 1.8 times the relevant *voltage*.

acceptable identification – in relation to:

- (a) a *domestic customer* includes one of the following: a driver's licence, a current passport or other form of photographic identification, a Pensioners Concession Card, other current entitlement card issued by the Commonwealth or a birth certificate;

- (b) a **business customer** which is a sole trader or a partnership includes one of the forms of identification for a **domestic customer** for each of the individuals that conduct the business; or
- (c) a **business customer** which is a company, the company's Australian Company Number or Australian Business Number.

Act means the **Electricity Industry Act (Vic) 2000**.

active energy means the time integral for the product of **voltage** and the in-phase component of current flow.

active power means the rate at which **active energy** is **supplied**.

apparent power means the square root of the sum of the squares of the **active power** and the **reactive power**.

approved charges means the charges, maximum charges, pricing principles or pricing methodology that the **distributor** will apply for some services that are not subject to **network tariffs**, as set out in a statement by the **regulator**.

approved statement of charges has the same meaning as an approved statement within the meaning given to that term in the **distributor's distribution licence**.

augmentation in relation to the **transmission connection** assets or the **distributor's distribution system**, means the process of upgrading the **transmission connection** assets or the **distribution system** by replacing or enhancing existing plant and equipment or by adding new plant or equipment and includes modifying any of the **distributor's distribution fixed assets**.

Australian Standard or "AS" or "AS/NZ" means a standard published by Standards Australia.

avoided costs means the payment described in clause 6.7(i) of the **price determination**.

business day means a day, other than a Saturday or Sunday, or a **Public Holiday**.

business customer means a **customer** who is not a **domestic customer**.

CAIDI means the 'Customer Average Interruption Duration Index' which is the average time taken for **supply** to be restored to a **customer** when an unplanned **interruption** has occurred, calculated as the sum of the duration of each **customer interruption** (in minutes), divided by the total number of **customer interruptions** (**SAIDI** divided by **SAIFI**). Unless otherwise stated **CAIDI** excludes **momentary interruptions**.

CBD means a central business district.

CBD feeder means a **feeder supplying** Melbourne **CBD** as determined from zone substation coverage maps and as agreed by the **Commission**.

Certificate of Electrical Safety means a certificate of that name as required under the **Electrical Safety Act (Vic) 1998**.

Commission means the **Essential Services Commission** under the **Essential Services Commission Act (Vic) 2001**.

complaint means a written or verbal expression of dissatisfaction about an action, a proposed action, or a failure to act by the **distributor**, its employees or contractors. This includes failure by the **distributor** to observe its published practices or procedures.

confidential information means any information about the **customer** or information provided to the **distributor** under an obligation of confidence.

connect means the making and maintaining of contact between the electrical systems of two persons allowing the **supply** of electricity between those systems and includes **energisation** unless expressly excluded and **reconnect** has a corresponding meaning.

contract means this contract deemed to apply to the distributor and the customer.

customer, unless the context otherwise permits or requires, means any person whose **electrical installation** is **connected** to the **distributor's distribution system** or who may want to have its **electrical installation connected** to the **distributor's distribution system** and includes a **generator**.

customer charter means CitiPower's Distribution Customer Charter, which is a summary of rights, entitlements and obligations of the **distributor** and the **customer**.

date of receipt in relation to a notice given by the **distributor**, means:

- (a) if the **distributor** hands the notice, or sends a facsimile of the notice, to the **customer**, the date the **distributor** does so;
- (b) if the **distributor** leaves the notice at the **customer's supply address**, the date the **distributor** does so;
- (c) if the **distributor** gives the notice by post, a date 2 business days after the date the **distributor** posts the notice.

deemed distribution contract means this **contract** deemed to have been entered into between the **distributor** and each retail **customer** under section 40A(5) of the **Act**.

demand means the **active power** or **apparent power** consumed by the **customer** in respect of its **electrical installation** integrated over a fifteen or thirty minute period.

disconnect means the operation of switching equipment or other action to prevent the flow of electricity at a **point of supply**.

distributor means CitiPower Pty (ACN 064 651 056).

distribute in relation to electricity, means to distribute electricity using a **distribution system**.

distribution area means the area in which the **distributor** is licensed, or exempt from the requirement to hold a licence, to **distribute** and **supply** electricity under the **Act**.

distribution fixed assets means any fixed assets used by the **distributor** to **supply** electricity including those which have been allocated to the **distributor** by an allocation statement made under section 117 of the **Electricity Industry (Residual Provisions) Act (Vic) 1993** and dated 29 September 1993, even though they may be located in another **distributor's distribution area**.

distribution licence means a licence to **distribute** and **supply** electricity granted under the **Act**.

distribution losses means electrical energy losses incurred in **distributing** electricity over a **distribution system**.

distribution services means the **network services** and the provision and maintenance of the connection between the **distributor's** distribution system and the **customer's supply address**.

distribution system in relation to the **distributor**, means a system of electric lines and associated equipment (generally at nominal **voltage** levels of 66 kV or below) which that **distributor** is licensed to use to distribute electricity for supply under its **distribution licence** or exemption granted under the **Act**, excluding **public lighting assets**.

domestic customer means a **customer** who purchases electricity principally for personal, household or domestic use at the relevant **supply address**.

electrical installation means any electrical equipment at the **customer's** site that is **connected** to, but not part of, a **distribution system**.

electrician means:

- (a) an electrical mechanic licensed under the *Electricity Safety (Installations) Regulations 1999*; or
- (b) an electrical contractor registered under the *Electrical Safety (Installations) Regulations 1999*.

Electricity Customer Metering Code means the industry code of that name certified by the **Commission**, as amended or replaced from time to time.

Electricity Distribution Code means the industry code of that name certified by the **Commission**, as amended or replaced from time to time.

Electricity Law means:

- (a) the *Act*;
- (b) the **Electricity Distribution Code**;
- (c) the **Electricity Customer Metering Code** issued by the **regulator**;
- (d) the **distribution licence** issued to us by the **regulator**;
- (e) the **National Electricity Law**;
- (f) the **Electrical Safety Act (Vic) 1998**;
- (g) the **Essential Services Commission Act (Vic) 2001**;
- (h) all regulations, orders, determinations, codes and guidelines made under any act listed above; and
- (i) any other law, statute, regulation, proclamation, order, directions, code, tariffs, guideline or standard which can be enforced by law or by the **regulator**, **NEMMCO**, **VENCorp** or any other regulatory authority against electricity distributors or customers.

Electricity Retail Code means the Code of that name setting out terms and conditions relevant to **contracts** for the **supply** or sale of electricity determined by the **Commission** under the *Act* on 27 October 2000 certified by the **Commission**, or as amended or replaced from time to time.

Electricity System Code means the industry code of that name which is certified by the **Commission**, or as amended or replaced from time to time.

eligible means eligible under any relevant applicable law or code including any listed in Appendix 1.

emergency means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys or damages, or threatens to destroy or damage, any property.

energisation means the act of the insertion of a fuse or the operation of switching equipment which results in there being a non-zero **voltage** beyond a **point of supply**.

energy means active and reactive electrical energy.

excluded services means services that the **distributor** may provide in relation to the **customer's** electricity supply or **connection** or the **distribution system** and that are not subject to **network tariffs**.

feeder means an electric line and associated equipment at a normal **voltage** level between 6.6kV and 22kV which a **distributor** uses to **distribute** electricity.

force majeure breach means a breach by the **distributor** or the **customer** of this **contract** which, but for clause 18, the **distributor** or the **customer** would commit arising only through a **force majeure event**.

force majeure event means an event outside the reasonable control of the **distributor** or the **customer** (as the case may be).

generating unit means an electricity generator and related equipment essential to its operation, which together function as a single unit.

generation licence means a licence to generate electricity for **supply** and sale granted under the *Act*.

generator means a person who holds, or is exempt from holding, a **generation licence** under the *Act*.

GST means the goods and services tax imposed by the **A New Tax System (Goods and Services) Act 1999** and the related imposition acts.

guideline means a guideline published by the **Commission**.

IEC means the International Electrotechnical Commission, Switzerland.

IEEE means the Institute of Electrical and Electronic Engineers, New York.

impulse voltage means a wave of **voltage** which, without appreciable oscillations, rises rapidly to a maximum value and falls, usually less rapidly, to zero with small, if any, loops of opposite polarity.

interruption means the temporary unavailability of **supply** from the **distribution network** to a **customer**, but does not include **disconnection** under clause 12.

interval meter means a meter that is capable of recording **energy** consumption in intervals of 30 minutes or less.

long rural feeder means a **feeder**, which is not a **CBD feeder** or an **urban feeder**, with total length greater than 200 km.

low reliability payment means the payment described in clause 7.3.

load means a **customer's demand** for electricity at a **supply point**.

MAIFI means the 'Momentary Average Interruption Frequency Index' which is the total number of **momentary interruptions** that a **customer** could, on average, expect to experience in a year, calculated as the total number of **momentary interruptions**, divided by the total number of **connected customers** averaged over the year.

market customer has the meaning given to the term in the **NEC** (which at the date of this **contract** is "a **customer** who has classified any of its loads as a market load and who is also registered with NEMMCO as a Market Customer under Chapter 2" of the **NEC**).

maximum demand means the demand, which is made available by the **distributor** for use by a **customer** at a **supply point** in accordance with clause 4.14, and is the basis for setting demand charges to be paid by the **customer** to the **distributor** each billing period. The **maximum demand** for a **supply point** is always more than or equal to the minimum chargeable demand applicable to a **customer's network tariff**, if any.

metering code means the laws, codes or other regulatory instruments about metrology applicable to a particular **customer** which may include one or more of the:

- (a) **National Electricity Code**;
- (b) **Metrology Procedure**; and
- (c) **Electricity Customer Metering Code**.

momentary interruption means an **interruption** continuing for a period of less than one minute.

Metrology Procedure means the Victorian Electricity Supply Industry Metrology Procedure published under the **National Electricity Code** as amended from time to time.

National Electricity Code or **NEC** means the code of practice for the conduct of the National Electricity Market which is administered by the National Electrical Code Administrator (NECA).

National Electricity Law means the **National Electricity (Victoria) Act 1997** (including the National Electricity Law and the **National Electricity Code**).

NEMMCO means the National Electricity Market Management Company Limited ACN 072 010 327.

network services means the transportation and delivery of electricity to the **customer's supply address** using the **distributor's** distribution system and any other services included in the **distributor's network tariffs**.

network tariffs means the tariff or tariffs that the *distributor* is entitled to charge the *customer* for distributing electricity using the *distributor's distribution system*.

point of common coupling means the nearest point in a *distributor's distribution system* that *connection* is made between:

- (a) the *distributor's distribution system* and another *distributor's distribution system*; or
- (b) two or more *customers' electrical installations*.

point of supply

- (a) in relation to a low **voltage** electric line, means:
 - (i) in the case of an underground line (unless sub-paragraph (iii) applies), the point at which that line crosses the boundary of the land; and
 - (ii) in the case of an overhead line (unless sub-paragraph (iii) applies), the first point of **connection** of that line on the land, being either:
 - (A) if the line is carried onto the land by one or more poles, the first pole on the land carrying that line;
 - (B) if the line is **connected** directly to premises on that land, that **connection** to the premises; or
 - (C) if it is not possible to determine a point of **supply** in accordance with sub-paragraph (A) or (B), the point at which the line crosses the boundary of the land; and
 - (iii) in the case of a line **connected** to the *distributor's* assets, the point at which the line is **connected** to the *distributor's* assets; and
- (b) in relation to a high **voltage** electric line, means the point agreed between the relevant *distributor* and the *customer supplied* by that electric line.

power factor means the ratio of **active power** to **apparent power**.

price determination means the *Commission's* Electricity Distribution Price Determination 2001-2005 (as re-determined from time to time) or any other price determination in force.

public holiday means a public holiday appointed under the **Public Holidays Act 1993**.

public lighting assets means all assets of the *distributor* which are dedicated to the provision of public lighting including lamps, luminaries, mounting brackets and poles on which the fixtures are mounted, supply cables and control equipment (for example, photoelectric cells and control circuitry) but not including the *distributor's* protection equipment (for example, fuses and circuit breakers).

quality of supply means the measure of the ability of the *distribution system* to provide **supply** that meets the **voltage** quality requirements of this *contract*.

reactive energy means the time integral of the product of **voltage** and the out of phase component of current flow.

reactive power means the rate at which **reactive energy** is **supplied**.

regulator means the *Essential Services Commission* or an entity assuming the functions of that *Commission* in respect of electricity distribution.

reliability of supply means the measure of the ability of the *distribution system* to provide **supply** to the *customer*.

redundant load means a **load connected** to the *distribution system* that is planned to be permanently **disconnected**.

retailer means a person who holds, or is exempt from holding, a **retail licence** under the *Act*.

retail licence means a licence granted under the *Act* to sell electricity otherwise than through the wholesale electricity market.

rural area means an area **supplied** electricity by an electric line which:

- (a) forms part of a **distribution system**; and
- (b) is a single feeder the length of which measured from the relevant zone substation is at least 15 kms.

SAIDI means the 'System Average Interruption Duration Index' which is the total minutes, on average, that a **customer** could expect to be without electricity over a specific period of time, calculated as the sum of the duration of each **customer interruption** (in minutes), divided by the total number of **connected customers** averaged over the year.

SAIFI means the 'System Average Interruption Frequency Index' which is the number of occasions per year when each **customer** could, on average, expect to experience an unplanned **interruption**, calculated as the total number of **customer interruptions**, divided by the total number of **connected customers** averaged over the year. Unless otherwise stated, SAIFI excludes **momentary interruptions**.

Service & Installation Rules means the Victorian Service & Installation Rules, Code of Practice for the Connection of Electrical Installations to Distribution Companies' Mains 1999, as revised, replaced or amended from time to time.

short rural feeder means a **feeder**, which is not a **CBD feeder** or an **urban feeder**, with total length less than 200 km.

supply in relation to electricity, means the delivery of electricity.

supply address means the address where the **customer** is being **supplied** with electricity.

supply point means the point where electricity being delivered to a **supply address** leaves the **distributor's distribution system**.

supply restoration payment means the payment described in clause 7.3.

system means the network for the generation, transmission and **distribution** of electricity in the eastern states of Australia.

system operator means a person who **NEMMCO** has appointed as its agent under Chapter 4 of the **National Electricity Code** and who is registered as a **system operator** with **NEMMCO** under Chapter 2 of the National Electricity Code.

total harmonic distortion means the ratio of the root-mean-square of the harmonic content to the root-mean-square of the fundamental quantity, expressed as a percent of the fundamental.

transmission connection means those parts of an electricity transmission network which are dedicated to the connection of **customers** at a single point, including transformers, associated switchgear and plant and equipment.

urban feeder means a **feeder**, which is not a **CBD feeder**, with load density greater than 0.3 MVA/km.

use of system agreement means an agreement between the **distributor** and a **retailer** in respect of the provision of certain services by the **distributor** to a **retailer** and the provision of certain services by the **retailer** to the **distributor**.

VENCorp means the Victorian Energy Networks Corporation established under Part 2A of the **Gas Industry Act (Vic) 1994**.

voltage means (except in the case of **impulse voltage**) the root mean square (RMS) of the phase to phase voltage.

wholesale market means the market for wholesale trading in electricity operated by **NEMMCO** under the **National Electricity Code**.

21 INTERPRETATION

- 21.1 In deciding whether a person has used best endeavours, regard will be had to all relevant factors including whether the person has acted in good faith and has done what is reasonably necessary in the circumstances.

- 21.2** In this *contract*, a reference to a request or an agreement made by a *customer* includes a request or an agreement by an authorised agent or representative of the *customer*.
- 21.3** A reference to an act, regulation, code, licence or other legal instrument is a reference to that act, regulation, code, licence or other legal instrument as it may be amended, re-enacted, consolidated or replaced from time to time.
- 21.4** A reference to a clause or appendix is to a clause or appendix of this *contract*.

Appendix 1

Applicable laws and codes

- Acts:
 - * **Electricity Industry Act 2000.**
 - * **Electricity Safety Act 1998.**
 - * **Trade Practices Act 1974 (Cth).**
 - * **Fair Trading Act 1999.**
- Regulations made under those Acts:
 - * *Electricity Safety (Electric Line Clearance) Regulations 1999.*
 - * *Electricity Safety (Network Asset) Regulations 1999.*
 - * *Electricity Safety (Installation) Regulations 1999.*
- Orders in Council made under those Acts.
- Licences issued to *distributors* and *retailers* by the *Commission* under the **Electricity Industry Act 2000**.
- Codes:
 - * *Electricity Distribution Code.*
 - * *Electricity System Code.*
 - * *National Electricity Code.*
 - * *Electricity Retail Code.*
 - * *Electricity Customer Metering Code.*
 - * *Public Lighting Code.*
- Statements and guidelines (available from the *Commission*) published by the *Commission* under the *Act* or under section 12 of the **Essential Services Commission Act 2001**.
- Victorian Electricity Supply Industry Service and Installation Rules.

Dated 1 August 2002

JOHN MARSHALL
Managing Director
CitiPower Pty

Electricity Industry Act 2000
POWERCOR AUSTRALIA LTD
ABN 89 064 651 109

DEEMED ELECTRICITY DISTRIBUTION CONTRACT

INTRODUCTION

These standard terms and conditions for electricity distribution are published under section 40A of the **Electricity Industry Act 2000** (the Act) and have been approved by the *Regulator*.

These terms and conditions take effect on the day on which they are published in the Government Gazette. Unless clause 2.2 applies, they form a contract that is binding on us, Powercor Australia Ltd, and you, the customer, for the period set out in clause 3.

This contract sets out:

- the terms and conditions on which we will maintain the connection of your *supply address* to our *distribution system*; and
- certain rights and obligations relating to the supply of electricity to your *supply address*.

TERMS AND CONDITIONS

1. Definitions and interpretation

1.1. Defined terms

The meaning of words which appear in *bold and italics* in this contract is explained in Schedule 1 – Glossary.

1.2. Interpretation

The following rules of interpretation apply in this contract unless otherwise stated.

- (a) **(Acts, etc.)** A reference to an act, regulation, code, licence or other legal instrument is a reference to that act, regulation, code, licence or other legal instrument as it may be amended, re-enacted, consolidated or replaced from time to time.
- (b) **(Singular and plural)** References to the singular include the plural and vice-versa.
- (c) **(including)** Examples after the words ‘including’, ‘includes’ or ‘for example’ are descriptive only and are not exhaustive.
- (d) **(clauses and schedules)** A reference to a ‘clause’ or ‘schedule’ is to a clause of, or a schedule to, this contract.

2. Application of this contract

2.1. Who are the parties?

Unless clause 2.2 applies, this contract binds Powercor Australia Ltd, ABN 89 064 651 109, (referred to as ‘us’, ‘we’, ‘our’ or the ‘distributor’) and any customer whose *supply address* is connected to our *distribution system* (referred to as ‘you’, ‘your’ or the ‘customer’).

2.2. When does this contract not apply?

This contract does not apply to you:

- (a) in relation to a particular *supply address* to the extent that you have a separate written agreement with us that deals with a provision that is covered by this contract to the extent of any inconsistency. If there is any inconsistency between a provision in this contract and a provision in a separate written agreement you have with us, the provision in the separate written agreement will prevail to the extent of the inconsistency; or
- (b) if you do not have a valid contract (which may be a deemed contract) with a *retailer*.

3. Duration of this contract

3.1. When does this contract start?

- (a) This contract starts on the date specified in the Introduction on page 1, if your *supply address* is already *connected* to our *distribution system* on that date.
- (b) If you or your *retailer* request connection or reconnection of a *supply address* after that date, this contract starts on the date that the *supply address* is connected or reconnected to our *distribution system*.

3.2. When does this contract end?

This contract will end on the earlier of:

- (a) the date we disconnect your *supply address* from our *distribution system*; or
- (b) the effective date of any new terms and conditions published by us in accordance with section 40A of the *Act*.

In spite of this contract ending, any rights or liabilities incurred under this contract continue.

4. Scope of this contract

4.1. What does this contract cover?

This contract sets out or incorporates the rights and obligations of you and us relating to the way in which *network services* and *excluded services* will be provided to your *retailer* to supply to you in respect of your *supply address*, unless you have a separate contract with us in respect of these matters.

4.2. What is not covered?

This contract does not cover:

- (a) the sale of electricity to you (this is covered by the contract between you and your *retailer*);
- (b) any work carried out by us to connect your *supply address* to our *distribution system* (this would be covered by a separate contract between you and us);
- (c) the supply of any other *excluded services* to the extent that these services are covered either under the contract between you and your *retailer* or a separate contract between you and us; and
- (d) any work carried out by us to increase the capacity of a *supply point* (this would be covered by a separate contract between you and us).

4.3. Network services

Our *network services*, and some *excluded services*, are provided to your *retailer* who will supply these services to you (unless you have a separate agreement with us in respect of these services). We may supply some *excluded services* to you directly. This contract gives you certain contractual rights in relation to attributes of or incidental to, all those services and imposes some obligations for you (for example, clause 5(b)).

5. Compliance with the Distribution Code and the Electricity Law

- (a) The *Distribution Code* sets out a number of rights and obligations of customers and distributors. This contract is taken to include each provision of the *Distribution Code*.
- (b) You must comply with the obligations imposed on customers under the *Distribution Code*.
- (c) We must comply with the obligations imposed on us under the *Distribution Code*.
- (d) If there is an inconsistency between the *Distribution Code* and this contract, the *Distribution Code* prevails. A term or condition of this contract is void to the extent that it is inconsistent with the *Distribution Code*.

- (e) If the **Distribution Code** is amended after the date this contract starts, as specified in clause 3.1, the **Distribution Code** will apply to this contract as amended.
- (f) We will provide to you a copy of the **Distribution Code** upon request from you. We may charge you a reasonable fee for this copy.
- (g) The parties must also comply with all other applicable provisions of the **Electricity Law** in relation to **distribution services**.

6. Technical and operational issues

6.1. Our technical requirements

You must ensure that your **electrical installation** complies with, and is installed and maintained in accordance with:

- (a) the reasonable technical requirements as required by us. These requirements are outlined in the **Service & Installation Rules**.
- (b) all applicable Australian Standards;
- (c) **Electricity Safety Act 1998** and regulations made under that Act; and
- (d) any other technical requirements reasonably required by us.

6.2. Our equipment on your premises

None of the equipment and assets that we install at your **supply address**, whether or not they are fixed to the land or any buildings on the land, will become part of the land or premises at the **supply address** and we may remove them after disconnection of your **supply address**. Your obligations in respect of our equipment and assets will continue after this contract ends.

6.3. Your equipment on your premises

Your equipment at your **supply address** connected to the **distribution system** must have a nominal voltage rating within the nominal voltage supply range for the **supply point**.

6.4. Your maximum allocated capacity

You must ensure that the demand of electricity taken at your **supply address** does not exceed maximum allocated capacity. Unless otherwise agreed with us your maximum allocated capacity is:

- (a) 10 kilowatts for a single phase connection; or
- (b) otherwise, the rating of the smallest component of the **distribution system** used solely to supply electricity to your **electrical installation**.

If you wish to increase your maximum allocated capacity, we may be entitled to charge you for the cost of any necessary works, as provided for in our customer contribution policy.

6.5. Assignment of network tariffs

You agree that we may assign or reassign your **network tariff** or any component of your **network tariff** by applying the following criteria in Table 1.

TABLE 1

Network Tariff Group	Load and Connection Characteristics			Time-of-Use
	Maximum Demand (kVA)	Annual Energy Consumption (MWh)	Supply Voltage (V)	
Small	< 20	< 70	< 1000	All peak Energy
	< 20	< 70	< 1000	All peak Energy with load controlled Hot Water and/or Heating
	< 20	< 70	< 1000	5 day Peak Energy
Medium	> 20 but < 150	> 70 but < 400	< 1000	All peak Energy
	> 20 but < 150	> 70 but < 400	< 1000	5 day Peak Energy
Large	> 150	> 400	< 1000	5 day Peak Energy with Demand
High Voltage	NA	NA	● 1000 and ● 22000	5 day Peak Energy with Demand
Sub- transmission	NA	NA	> 22000	5 day Peak Energy with Demand

Notes re Table 1:

5 Day Peak – peak energy times are 7:00 am to 11:00 pm Monday to Friday and Off peak is all other times. Times are Eastern Standard Time and day light saving does not apply.

6.6. Maximum demand

This clause 6.6 only applies to you if you are a customer that has been allocated to a tariff by us that has a *maximum demand*.

You agree that where you wish to change your *maximum demand* the following criteria will apply.

(a) *Increases in maximum demand*

Where you require an increase in *maximum demand* at a *supply point*, you must make a written request to your retailer or to us. The increased level of *maximum demand* shall apply from the requested date or as near as possible thereafter as determined by us, subject to any required work being completed by us.

(b) *Temporary increases in maximum demand*

(i) Temporary increases in *maximum demand* may in our discretion be made available by us to you in respect of the relevant *supply point* to cover specific, short-term needs, such as the commissioning of new plant. In making our decision, relevant factors we will consider are:

- (A) receiving at least one month's written notice from you; and
- (B) prior agreement from us (which agreement will be conditional upon the necessary capacity being available in the our *distribution system*).

- (ii) Temporary increases in **maximum demand** will:
 - (A) be defined in terms of “additional demand” for a specific period;
 - (B) apply for one full billing period, except in the case of commissioning of new plant, in which case the duration of the temporary increase may be extended for the duration of the commissioning;
 - (C) be charged at our standard demand charge from time to time;
 - (D) be limited to one occurrence in any 12 month period unless otherwise agreed by us.
- (c) *Reduction in maximum demand*
 - (i) Where you require a reduction in **maximum demand** at a **supply point**, you must give 12 months written notice of this requirement to your retailer or to us. If we agree to reduce the **maximum demand** to any level down to the level sought by you, we must notify you in writing within the 12-month notice period of a new **maximum demand**. The new **maximum demand** will apply after the date when your meter is first read following that 12-month notice period.

However, following installation by you of load management equipment approved by us or the implementation of a demand management initiative approved by us, the 12 month notice period may be reduced at the our discretion.
- (d) *Changes following maximum demand being exceeded*

In the event that the metered **maximum demand** in a billing period exceeds the **maximum demand** for you in respect of the relevant **supply point**:

 - (i) a new **maximum demand** is established equal to the metered demand in that billing period;
 - (ii) the new **maximum demand** shall not apply to temporary increases in demand that we negotiate with you in accordance with clause 6.6(b)(i).
 - (iii) the new **maximum demand** shall apply for a least 12 months unless an exemption is obtained under sub-paragraph (iv) below;
 - (iv) if the new **maximum demand** is established as a result of a fault in your electrical installation in respect of the relevant **supply point**, then we may in our discretion reduce the **maximum demand** back to the previous level after three months. In making our decision, relevant factors we will consider are whether:
 - (A) we receive a written application for such a reduction from you within 30 days of billing following the fault; and
 - (B) we are satisfied that:
 - (I) the fault has been diagnosed; and
 - (II) action has been taken to avoid a recurrence of that or similar faults; and
 - (v) where the capacity of our **distribution system** is inadequate to make supply available at a higher rate on a continuous basis, we may advise you that the new **maximum demand** will apply only for the billing period in which it was established, pending augmentation of our **distribution system** and renegotiation of a revised **maximum demand**. The **maximum demand** thereafter is limited to the available capacity of the our Distribution System, as determined by us, by suitable load limiting equipment installed by you to our satisfaction.

- (e) We do not charge for the administration involved in changing your *maximum demand*. However, changes in *maximum demand* result in different *network tariffs* applying to you and different charges applying under those *network tariffs*.

7. Charges

7.1. Network services

We do not bill you for our *network services*, and certain *excluded services*, we provide to your *retailer*, which your *retailer* provides to you. We bill your *retailer* under our *Use of System Agreement* with your *retailer*. These charges which will not be billed under this contract include:

- (a) our *network tariffs* relating to the supply of electricity to your *supply address*;
- (b) our *approved charges* for some *excluded services* that you or your *retailer* may request;
- (c) any additional or supplementary charge relating to the supply of electricity to your *supply address* if the *Regulator* has approved that charge, or we are otherwise permitted under the *Electricity Law* to impose that charge.

However, if there is a separate agreement about our services between you and us, or in circumstances set out in clause 7.2, we may bill you directly.

7.2. Excluded services

We may bill you directly for some *excluded services* that we provide you directly, ie. that we do not provide to your *retailer* to provide to you. We may also bill you directly for some services that we provide in accordance with electricity industry practice, even though you do not request these services.

7.3. Goods and Services Tax

Our *approved charges* are inclusive of GST.

If any other amount payable by you or us under this contract relates to a taxable supply for GST purposes then, to the extent permitted by law, the payment will be adjusted so that the recipient of the taxable supply bears the GST payable in respect of that taxable supply.

8. Our liability

8.1. When we are not liable

Subject to clause 9.3, each party is not liable for any failure to comply with this contract or the *Electricity Law* if, and to the extent that,

- (a) that party is relieved from performance of, or liability in respect of, any of our obligations by the operation of section 117 of the *Act* and section 78 of the *National Electricity Law* (and for the avoidance of doubt nothing in this contract varies the operations of any of the legislative provisions mentioned above); or
- (b) the failure to comply arises as a result of the other party's breach of this contract or the *Electricity Law* or (subject to the other party's compliance with its relevant obligations under the *Distribution Code*) by a *force majeure event*; or
- (c) you have not complied with clause 8.5.

Paragraphs (a) to (c) above are not exhaustive and do not limit or diminish other reasons why each party may not be liable to the other party under the law.

8.2. Limitation of statutory liability

To the extent permitted by law, all statutory or implied conditions and warranties are excluded from this contract and, to the extent they cannot be excluded, all liability in relation to them is disclaimed to the maximum extent permitted by law.

8.3. Our liability under the Trade Practices Act, etc.

The **Trade Practices Act 1974** and other laws may imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such term is limited to the maximum extent permitted by law and, if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and
- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

8.4. Quality or reliability of supply

You acknowledge that

- (a) the quality and reliability of the supply of electricity to your **supply address** is subject to a variety of factors which may be beyond our control including, but not limited to, accidents and emergencies, weather conditions, vandalism, system demand, the technical limitations of our network and the acts of other persons, including customers, electricity generators, transmission companies and system controllers.
- (b) we can interrupt or limit the supply of electricity to your **supply address** in accordance with the **Electricity Law**; and
- (c) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.

8.5. You must take precautions

You must, if you are a **business customer**, take reasonable precautions to minimise the risk of any loss or damage to your equipment, premises or business which may result from poor quality or reliability of electricity **supply**.

8.6. Notices

- (a) Notices (including all communications) under this contract from you to us must be in writing and may only be sent by hand, prepaid post, or fax to the address or fax number set out below:

*Powercor Australia Ltd,
40 Market Street,
Melbourne, Vic. 3000.
Fax: (03) 9683 4499*

or to any other address or fax number that we notify to you for this purpose.

- (b) Your **retailer** may send you notices under this contract on our behalf.
- (c) If a notice is sent by prepaid post, it is taken to be received two business days after it was posted.

8.7. Waiver

A failure to exercise or delay in exercising a power or right does not operate as a waiver of that power or right.

The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

A waiver is not effective unless it is in writing and is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

8.8. Severability

If any term of this contract is unenforceable, illegal or void then it is severed and the rest of this contract remains in force.

8.9. Law of this contract

The law of Victoria governs this contract.

Glossary

Words appearing in ***bold and italics*** have these meanings in this contract:

Act means the **Electricity Industry Act 2000** (Vic).

approved charges means the charges, maximum charges, pricing principles or pricing methodology that we will apply for some services that are not subject to ***network tariffs***, as set out in a statement approved by the ***Regulator***.

business customer means a customer who does not purchase electricity principally for personal, household or domestic use at the relevant ***supply address***.

connect means the making and maintaining of contact between the electrical systems of two persons allowing the ***supply*** of electricity between those systems and includes ***energisation*** unless expressly excluded and reconnect has a corresponding meaning.

Distribution Code means the Electricity Distribution Code issued by the ***Regulator***.

distribution services means ***network services, excluded services*** (where they are not the subject of a separate agreement between you and us), and the provision and maintenance of the connection between our ***distribution system*** and a ***supply point***.

distribution system means our distribution network of electric lines and associated equipment.

domestic customer means a customer who purchases electricity principally for personal, household or domestic use at the relevant ***supply address***.

electrical installation means any electrical equipment at a ***supply address*** that is connected to, but not part of, our ***distribution system***.

Electricity Customer Metering Code means the Electricity Customer Metering Code issued by the ***Regulator***.

Electricity Law means:

- (a) the ***Act***;
- (b) the ***Distribution Code***;
- (c) the ***Electricity Customer Metering Code*** issued by the ***Regulator***;
- (d) the distribution licence issued to us by the Regulator;
- (e) the ***National Electricity Law***;
- (f) the **Electricity Safety Act 1998**;
- (g) all regulations, orders, determinations, codes and guidelines made under any act listed above; and
- (h) any other law, statute, regulation, proclamation, order, directions, code, tariffs, guideline or standard in relation to electricity supply which can be enforced by law or by the ***Regulator, NEMMCO, VENCORP*** or any other regulatory authority against electricity distributors or customers.

energisation means the act of the insertion of a fuse or the operation of switching equipment which results in there being a non-zero ***voltage*** beyond a ***point of supply***.

excluded services means services that we may provide to you in relation to your electricity supply or connection or the ***distribution system*** and that are not subject to ***network tariffs***.

force majeure event means an event outside the reasonable control of the distributor or the customer (as the case may be).

maximum demand means the electricity supply made available by us for use by a customer at a ***supply point*** which is used as the basis for setting demand charges to be paid by the customer to us each billing period. For the purpose of clarity, ***maximum demand*** in this contract relates to calculating demand based ***network tariffs*** and does not relate to the provision of ***distribution services*** to you by us. The ***maximum demand*** for ***supply point*** is always more than or equal to the greater of the following:

- (a) minimum chargeable demand applicable to a customer's tariff (where relevant): or
- (b) contract demand set out in a supply contract between us and a customer (where relevant); or
- (c) actual demand, which is measured as the energy consumption recorded over the demand integration period divided by the demand integration period in hours. (The demand integration period is 15 minutes).

National Electricity Code means the code of practice for the conduct of the National Electricity Market which is administered by the National Electrical Code Administrator (NECA).

National Electricity Law means the **National Electricity (Victoria) Act 1997** (including the National Electricity Law and the **National Electricity Code**).

NEMMCO means National Electricity Market Management Company Limited.

network services means the transportation and delivery of electricity to **supply points** using our **distribution system** and any other services included in our **network tariffs**.

network tariffs means the tariff or tariffs charged by us in accordance with the **Electricity Law** for distributing electricity using our **distribution system** and the transmission system.

Regulator means the Essential Services Commission or any entity assuming the functions of that Commission in respect of electricity distribution.

retailer means, in relation to a customer, a person that holds, or is exempt from holding, a retail licence under the **Act** and sells electricity at the customer's **supply address**.

Service & Installation Rules means the Victorian Service & Installation Rules, Code of Practice for the Connection of Electrical Installations to Distribution Companies' Mains 1999, as revised, replaced or amended from time to time.

supply in relation to electricity, means the delivery of electricity.

supply address means the address where a customer is (or will be) supplied with electricity.

supply point means the point where electricity being delivered to a **supply address** leaves our **distribution system**.

Use of system agreement means an agreement between us and your **retailer** in respect of the provision of **distribution services** by us to your **retailer** and the provision of certain services by your **retailer** to us.

VENCorp means Victorian Energy Networks Corporation.

voltage means (except in the case of impulse voltage) the root mean square (RMS) of the phase to phase voltage.

Dated 1 August 2002

C. T. WAN
Chief Executive Officer
Powercor Australia Ltd

Electricity Industry Act 2000

PUBLICATION OF TERMS AND CONDITIONS UNDER SECTION 40A

TXU Electricity Ltd

ABN 91 064 651 118

**STANDARD TERMS AND CONDITIONS
ELECTRICITY DISTRIBUTION CONTRACT****INTRODUCTION**

These standard terms and conditions for electricity distribution are published under section 40A of the **Electricity Industry Act 2000** (the *Act*) and have been approved by the Commission.

These terms and conditions take effect on the date they are published in the Government Gazette in accordance with the *Act*. Unless clause 2.2 applies, they form a contract that is binding on us, TXU Electricity Ltd, and you, the customer, for the period specified in clause 3.

This contract sets out:

- the terms and conditions on which we will maintain the *connection* of your *supply address* to our *distribution system*; and
- certain rights and obligations relating to the *supply* of electricity to your *supply address*.

TERMS AND CONDITIONS**1. Definitions and Interpretation****1.1 Defined terms**

The meaning of words which appear in *bold and italics* in this contract is explained in Schedule 1 – Glossary.

1.2 Interpretation

The following rules of interpretation apply in this contract unless otherwise stated.

- (**Acts, etc.**) A reference to an act, regulation, code, licence or other legal instrument is a reference to that act, regulation, code, licence or other legal instrument as it may be amended, re-enacted, consolidated or replaced from time to time.
- (**Singular and plural**) References to the singular include the plural and vice-versa.
- (**including**) Examples after the words ‘including’, ‘includes’ or ‘for example’ are descriptive only and are not exhaustive.
- (**clauses and schedules**) A reference to a ‘clause’ or ‘schedule’ is to a clause of, or a schedule to, this contract.

2. Application of this contract**2.1 Who are the parties?**

Unless clause 2.2 applies, this contract binds TXU Electricity Ltd, ABN 91 064 651 118, (referred to as ‘us’, ‘we’, ‘our’ or the ‘distributor’) and any customer who is a customer of a *retailer* to which we distribute or supply electricity. (referred to as ‘you’, ‘your’ or the ‘customer’).

2.2 When does this contract not apply?

This contract does not apply to you in relation to a particular *supply address* if you do not have a *retailer* or if you have a separate written agreement with us that deals with a provision that is covered by this contract to the extent of the inconsistency. If there is any inconsistency between a provision in this contract and a provision in the separate written agreement you have with us, the provision in the separate written agreement will prevail to the extent of the inconsistency.

3. Duration of this contract

3.1 When does this contract start?

- (a) This contract starts on the date specified in the Introduction on page 1, if your *supply address* is already *connected* to our *distribution system* then.
- (b) If you or your *retailer* request *connection* or *reconnection* of a *supply address* after that date, this contract starts on the date that *supply address* is *connected* or *reconnected* to our *distribution system*.

3.2 When does this contract end?

This contract will end on the earlier of:

- (a) the date we disconnect your *supply address* from our *distribution system*; or
- (b) the effective date of any new terms and conditions published by us in accordance with section 40A of the *Act*.

The ending of this contract will not affect any rights you have against us or we have against you which accrued prior to the ending of this contract or which otherwise relate to or may arise in future from any breach or non-observance of the provisions of this contract which occurred prior to the ending of this contract.

4. Scope of this contract

4.1 What does this contract cover?

This contract sets out or incorporates the rights and obligations of you and us relating to the way in which *network services* and *excluded services* will be provided to your *retailer* to supply to you in respect of your *supply address*, unless you have a separate contract with us in respect of these matters.

4.2 What is not covered?

This contract does not cover:

- (a) the sale of electricity to you (this is covered by the contract between you and your *retailer*);
- (b) any work carried out by us to *connect* your *supply address* to our *distribution system* (this would be covered by a separate contract between you and us);
- (c) the supply of any *excluded services* which are the subject of a separate agreement between you and us;
- (d) any work carried out by us to increase the capacity of a *supply point* (this would be covered by a separate contract between you and us).

4.3 Provision of services

Our *network services*, and some *excluded services*, are provided to your *retailer* who will supply these services to you (unless you have a separate agreement with us in respect of these services). We may supply some *excluded services* to you directly. This contract gives you certain contractual rights in relation to attributes of or incidental to, all those services and imposes some obligations for you (for example, clause 5 (b)).

5. Compliance with the Distribution Code and the Electricity Law

- (a) The *Distribution Code* sets out a number of rights and obligations of customers and distributors. This contract is taken to include each provision of the *Distribution Code*.
- (b) You must comply with the obligations imposed on customers under the *Distribution Code*.
- (c) We must comply with the obligation imposed on distributors under the *Distribution Code*.

- (d) If there is an inconsistency between the *Distribution Code* and this contract, the *Distribution Code* prevails. A term or condition of this contract is void to the extent that it is inconsistent with the *Distribution Code*.
- (e) If the *Distribution Code* is amended after the date this contract starts, as specified in clause 3.1, the *Distribution Code* will apply to this contract as amended.
- (f) We will provide to you a copy of the *Distribution Code* upon request from you. We may charge you a reasonable fee for this copy.
- (g) The parties must also comply with all other applicable provisions of the *Electricity Law* in relation to *distribution services*.

6. Technical and operational issues

6.1 Our technical requirements

You must ensure that your *electrical installation* complies with, and is installed and maintained in accordance with:

- (a) all applicable Australian Standards;
- (b) **Electricity Safety Act 1998** and the regulations made under it; and
- (c) any other technical requirements reasonably required by us (including, without limitation, our *Service & Installation Rules* to the extent that they apply to your *electrical installation*).

6.2 Our equipment on your premises

None of the equipment and assets that we install at your *supply address*, whether or not they are fixed to the land or any buildings on the land, will become part of the land or premises at the *supply address* and we may remove them after disconnection of your *supply address*. Your obligations in respect of our equipment and assets will continue after this contract ends.

6.3 Your equipment on your premises

Your equipment at your *supply address connected* to the *distribution system* must have a nominal voltage rating within the nominal voltage supply range for the *supply point*.

6.4 Your maximum allocated capacity

You must ensure that the demand for electricity at your *supply address* does not exceed maximum allocated capacity. Your maximum allocated capacity is:

- (a) 40 amps for a single phase *connection*; or
- (b) otherwise, the rating of the smallest component of the *distribution system* used solely to supply electricity to your *electrical installation*,

unless otherwise advised by us directly or via your *retailer*.

If you wish to increase your maximum allocated capacity, we may be entitled to charge you for the cost of any necessary works, as provided for in our customer contribution policy.

6.5 Assignment of Network Tariffs

You agree that we may assign or reassign your *network tariff* or any component thereof by applying the criteria approved by the *Commission* in conjunction with our *network tariffs*. Any such assignment or reassignment will be based on the load and *connection* characteristics at your *supply point*. Additional information on *network tariffs* may be obtained from your *retailer*, or alternatively on our website www.txu.com.au or at the website maintained by the *Commission*.

7. Charges

7.1 What are our charges?

We do not bill you for our *network services*, and certain *excluded services* we provide to your *retailer*, which services your *retailer* provides to you. We bill your *retailer* under our *Use of System Agreement* with your retailer. However, if there is a separate agreement

about our services between you and us, we will bill you under that separate agreement. Those charges which will not be billed under this contract include:

- (a) our **network tariffs** relating to the supply of electricity to your **supply address** ;
- (b) our charges for **excluded services** provided in respect of your supply; and
- (c) any additional or supplementary charge relating to the supply of electricity to your **supply address** if the **Commission** has approved that charge, or we are otherwise permitted under the **Electricity Law** to impose that charge.

7.2 When will we bill you directly?

We may bill you directly for some **excluded services** that we provide you directly, i.e. that we do not provide to your **retailer** to provide to you. We may also bill you directly for some services that we provide in accordance with electricity industry practice, even though you do not request these services.

7.3 GST

Any bill we send you for our charges will be inclusive of GST.

If any other amount payable by you or us under this contract relates to a taxable supply for GST purposes then, to the extent permitted by law, the payment will be adjusted so that the recipient of the taxable supply bears the GST payable in respect of that taxable supply.

7.4 Set-off

You agree to make payments under this contract without set-off or counterclaim and free and clear of any withholding or deduction for **taxes** unless prohibited by law.

8. Liability

8.1 When the parties are not liable

Subject to clause 8.3:

- (a) a party to this contract is not liable for any failure to comply with this contract or the **Electricity Law**, as the case may be, if and to the extent that:
 - that party is relieved from performance of, or liability in respect of, any of our obligations by the operation of section 117 of the **Act**, section 78 of the **National Electricity Law** or any other provision of the **Electricity Law** (and, for the avoidance of doubt, nothing in this contract varies the operation of any such provision);
 - the failure to comply arises as a result of the other party's breach of this contract or the **Electricity Law** or (subject to the other party's compliance with its relevant obligations under the **Distribution Code**) by a **force majeure event**; or
- (b) we will not breach this contract or the **Electricity Law** and are not liable for any failure to comply with this contract or the **Electricity Law**, as the case may be, if and to the extent that you have not complied with clause 8.5.

Paragraphs (a) and (b) above are not exhaustive and do not limit or diminish other reasons why a party may not be liable to the other party.

8.2 Limitation of statutory liability

To the extent permitted by law, all statutory or implied conditions and warranties are excluded from this contract and, to the extent they cannot be excluded, all liability in relation to them is disclaimed to the maximum extent permitted by law.

8.3 Our liability under the Trade Practices Act, etc.

The **Trade Practices Act 1974** and other laws may imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such term is limited to the maximum extent permitted by law and, if the law allows, is limited to:

- (c) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and
- (d) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

8.4 Quality and reliability of supply

You acknowledge that:

- (a) the quality and reliability of the supply of electricity to your **supply address** is subject to a variety of factors which may be beyond our control, including but not limited to, accident and emergencies, weather conditions, vandalism, system demand, the technical limitations of our network and the acts of other persons, including customers, electricity generators, transmission companies and system controllers;
- (b) we can interrupt or limit the supply of electricity to your **supply address** in accordance with the **Electricity Law**; and
- (c) variations in voltage or frequency may cause damage, for example, to appliances or machines **connected** to the electricity supply.

8.5 You must take precautions

If you are a **business customer** you must take reasonable precautions to minimise the risk of loss or damage to your equipment, premises or business which may result from **voltage** variations.

9 Other terms

9.1 Notices

Notices (including all communications) under this contract from you to us must be in writing and may only be sent by hand, prepaid post or fax to the address or fax number set out below:

*TXU Electricity Ltd,
Level 33,
385 Bourke Street,
Melbourne, Vic. 3000
Fax: (03) 8628 0985*

or to any other address or fax number that we notify to you for this purpose.

- (a) Your **retailer** may send you notices under this contract on our behalf.
- (b) If a notice is sent by prepaid post, it is taken to be received two business days after it was posted.

9.2 Waiver

A failure to exercise or delay in exercising a power or right does not operate as a waiver of that power or right.

The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

A waiver is not effective unless it is in writing and is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

9.3 Severability

If any term of this contract is unenforceable, illegal or void then it is severed and the rest of this contract remains in force.

9.4 Law of this contract

The law of Victoria governs this contract.

Schedule 1**Glossary**

Words appearing in *bold and italics* have these meanings in this contract:

Act means the **Electricity Industry Act 2000 (Vic)**.

business customer means a customer who is not a *domestic customer*.

Commission means the Essential Services Commission established under the **Essential Services Commission Act 2001** or, where the reference is to an approval given or, an instrument issued or a disclosure made before 1 January 2002, the former Office of the Regulator-General, Victoria which the Commission succeeded.

connect means the making and maintaining of contact between the electrical systems of two persons allowing the *supply* of electricity between those systems and includes *energisation* unless expressly excluded and *reconnect* has a corresponding meaning.

Distribution Code means the Electricity Distribution Code issued by the *Commission*.

distribution services means *network services*, *excluded services* that are not the subject of a separate agreement between you and us and the provision and maintenance of the *connection* between our *distribution system* and a *supply point*.

distribution system means our distribution network of electric lines and associated equipment.

domestic customer means a customer who purchases electricity principally for personal, household or domestic use at the relevant *supply address*.

electrical installation means any electrical equipment at a *supply address* that is *connected* to, but not part of, our *distribution system*.

Electricity Customer Metering Code means the Electricity Customer Metering Code issued by the *Commission*.

Electricity Law means:

- i. the *Act*;
- ii. the *Distribution Code*;
- iii. the *Electricity Customer Metering Code* issued by the *Commission*;
- iv. the distribution licence issued to us by the *Commission*;
- v. the *National Electricity Law*;
- vi. the **Electrical Safety Act 1998**;
- vii. **Essential Services Commission Act 2001 (Vic)**;
- viii. all regulations, orders, determinations, codes and guidelines made under any act listed above; and
- ix. any other law, statute, regulation, proclamation, order, directions, code, tariffs, guideline or standard in relation to electricity supply (and electricity installations), which can be enforced by law or by the *Commission*, *NEMMCO*, *VENCorp* or any other regulatory authority against electricity distributors or customers.

energisation means what it means in the *Distribution Code*.

excluded services means services that we may provide in relation to your electricity supply or *connection* or the *distribution system* and that are not subject to *network tariffs*.

financially responsible means what it means in the *National Electricity Code*.

force majeure event means an event outside the reasonable control of the distributor or the customer (as the case may be).

governmental agency means any government or any governmental, semi-governmental, administrative, fiscal, or judicial body, department, commission, authority, tribunal, agency or entity.

market participant means what it means in the *National Electricity Code*.

National Electricity Code means the code of practice for the conduct of the National Electricity Market which is administered by the National Electrical Code Administrator (NECA).

National Electricity Law means the **National Electricity (Victoria) Act 1997** (including the National Electricity Law and the *National Electricity Code*).

NEMMCO means National Electricity Market Management Company Limited.

network services means the transportation and delivery of electricity to **supply points** using our **distribution system** and any other services included in our **network tariffs**.

network tariffs means the tariff or tariffs charged by us in accordance with the *Electricity Law* for distributing electricity using our **distribution system** and the transmission system.

NMI means what it means in the *National Electricity Code*.

Retail Code means the Electricity Retail Code issued by the *Commission*.

retailer means, in relation to a customer, a person that holds, or is exempt from holding, a retail licence under the *Act* and sells electricity at the customer's **supply address**.

Service & Installation Rules means the Victorian Service & Installation Rules, Code of Practice for the Connection of Electrical Installations to Distribution Companies' Mains 1999, as revised, replaced or amended from time to time.

supply in relation to electricity, means the delivery of electricity.

supply address means the address where a customer is (or will be) supplied with electricity.

supply point means the point where electricity being delivered to a **supply address** leaves our **distribution system**.

taxes means any tax, charge, levy, impost, duty, fee, deduction, compulsory loan or withholding, or any income, stamp or transaction duty, tax or charge, which is assessed, levied, imposed or collected by any **governmental agency** and includes, but is not limited to, any interest, fine, penalty, charge, fee or other amount imposed on, or in respect of, any of the above.

Use of System Agreement means an agreement between us and your **retailer** in respect of the provision of **distribution services** by us to your **retailer** and the provision of certain services by your **retailer** to us.

VENCorp means Victorian Energy Networks Corporation.

voltage means (except in the case of impulse voltage) the root mean square of the phase to phase voltage.

Electricity Industry Act 2000

In accordance with section 40A of the **Electricity Industry Act 2000**, United Energy Limited (ABN 70 064 651 029) gives notice of the following terms and conditions that apply to the distribution of electricity by United Energy to retail customers.

United Energy Limited

ABN 70 064 651 029

**STANDARD TERMS AND CONDITIONS
ELECTRICITY DISTRIBUTION**

INTRODUCTION

These standard terms and conditions for electricity distribution are published under section 40A of the **Electricity Industry Act 2000** (the *Act*) and have been approved by the *Regulator*.

These terms and conditions take effect on 1 August 2002. Unless clause 2.2 applies, they form a contract that is binding on United Energy Limited and you, the customer, for the period specified in clause 3.

This contract sets out:

- the terms and conditions on which we will maintain the *connection* of your *supply address* to our *distribution system*; and
- certain rights and obligations relating to the supply of electricity to your *supply address*.

TERMS AND CONDITIONS**1. Definitions and Interpretation**

1.1 Defined terms

The meaning of words which appear in *bold and italics* in this contract is explained in Schedule 1 – Glossary.

1.2 Interpretation

The following rules of interpretation apply in this contract unless otherwise stated.

- (**Acts, etc.**) A reference to an act, regulation, code, licence or other legal instrument is a reference to that act, regulation, code, licence or other legal instrument as it may be amended, re-enacted, consolidated or replaced from time to time.
- (**singular and plural**) References to the singular include the plural and vice-versa.
- (**including**) Examples after the words ‘including’, ‘includes’ or ‘for example’ are descriptive only and are not exhaustive.
- (**clauses and schedules**) A reference to a ‘clause’ or ‘schedule’ is to a clause of, or a schedule to, this contract.
- (**forms**) Other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning.

2. Application of this contract

2.1 Who are the parties?

Unless clause 2.2 applies, this contract binds United Energy Limited ABN 70 064 651 029 (referred to as ‘us’, ‘we’, ‘our’ or the ‘distributor’) and any *retail customer* whose *supply address* is *connected* to our *distribution system* (referred to as ‘you’, ‘your’ or the ‘customer’).

2.2 When does this contract not apply?

This contract does not apply to you in relation to a particular *supply address* if you are not a *retail customer* or to the extent that you have a separate written agreement with us that

deals with a matter that is covered by a provision of this contract, to the extent of any inconsistency. If there is any inconsistency between a provision of this contract and a provision of the separate written agreement you have with us, the provision of the separate written agreement will prevail to the extent of the inconsistency.

3. Duration of this contract

3.1 When does this contract start?

- (a) This contract starts on the date specified in the Introduction on page 1, if your *supply address* is already *connected* to our *distribution system* on that date.
- (b) If a request is made for *connection* or *reconnection* of your supply address to our *distribution system* after that date, this contract starts on the date that the request is received by us.

3.2 When does this contract end?

This contract will end on the earlier of:

- (a) the date we *disconnect* your *supply address* from our *distribution system*; or
- (b) the effective date of any new terms and conditions published by us in accordance with section 40A of the *Act*.

4. Scope of this contract

4.1 What does this contract cover?

This contract sets out or incorporates the rights and obligations of you and us relating to the way in which *distribution services* will be provided to your retailer to supply to you in respect of your *supply address*, unless you have a separate contract with us in respect of these matters.

4.2 What is not covered?

This contract does not cover:

- (a) the sale of electricity to you (this is covered by the contract between you and your *retailer*);
- (b) any work carried out by us to *connect* your *supply address* to our *distribution system* (this would be covered by a separate contract between you and us); or
- (c) any work carried out by us to increase the capacity of a *supply point* (this would be covered by a separate contract between you and us).

4.3 Provision of Services to you and your Retailer

Our *network services*, and some *excluded services*, are provided to your *retailer*, who will in turn supply these services to you. We may supply some *excluded services* to you directly. This contract gives you certain contractual rights in relation to the attributes of or incidental to all those services, and imposes certain obligations on you (see, for example, clause 5(b)).

5. Compliance with the Distribution Code and the Electricity Law

- (a) The *Distribution Code* sets out a number of rights and obligations of customers and distributors. This contract is taken to include each provision of the *Distribution Code* except clauses 1.1 (purpose), 1.2 (date of effect) 1.3 (to whom and how the Code applies) and 1.7 (amendment).
- (b) You must comply with the obligations imposed on customers under the *Distribution Code*.
- (c) We must comply with the obligations imposed on us under the *Distribution Code*.
- (d) If there is an inconsistency between the *Distribution Code* and this contract, the *Distribution Code* prevails. A term or condition of this contract is void to the extent that it is inconsistent with the *Distribution Code*.

- (e) If the **Distribution Code** is amended after the date this contract starts, as specified in clause 3.1, the **Distribution Code** will apply to this contract as amended.
- (f) You may request a copy of the **Distribution Code** from us.
- (g) The parties must also comply with all other applicable provisions of the **Electricity Law** in relation to **distribution services**.

6. Technical and operational issues

6.1 Our technical requirements

You must ensure that your **electrical installation** complies with, and is installed and maintained in accordance with:

- (a) our reasonable technical requirements from time to time, which requirements include the **Service & Installation Rules** to the extent that they apply to your **electrical installation**;
- (b) all applicable Australian Standards; and
- (c) the **Electricity Safety Act 1998** and the regulations made under that Act.

6.2 Our equipment on your premises

None of the equipment and assets that we install at your **supply address**, whether or not they are fixed to the land or any buildings on the land, will become part of the land or premises at the **supply address** and we may remove them after **disconnection** of your **supply address**. Your obligations in respect of our equipment and assets will continue after this contract ends.

6.3 Your equipment on your premises

Your equipment at your **supply address** that is **connected** to the **distribution system** must have a nominal voltage rating within the nominal voltage supply range for the **supply point**.

6.4 Your maximum allocated capacity

You must ensure that the demand for electricity at your **supply address** does not exceed your maximum allocated capacity. Your maximum allocated capacity is the rating of the lowest-rated component of the **distribution system** used solely to supply electricity to your **electrical installation** unless otherwise advised by us directly or via your **retailer**.

If you wish to increase your maximum allocated capacity, we may be entitled to charge you for the cost of any necessary works, as provided for in our customer contribution policy.

6.5 Assignment of Network Tariffs

You agree that we may assign or reassign your **network tariff** or any component thereof by applying the criteria approved by the **Regulator** in conjunction with our **network tariffs**. Any such assignment or reassignment will be based on the load and connection characteristics at your **supply point**. Additional information on **network tariffs** may be obtained from your **retailer**, or alternatively on our web site www.unitedenergy.com.au or the website maintained by the **Regulator**.

7. Billing and Charges

7.1 What are our charges?

We do not bill you for our **network services**, and certain **excluded services** we provide to your **retailer**, which services your **retailer** provides to you. We bill your **retailer** under our **Use of System Agreement** with your **retailer**. However, if there is a separate agreement about our services between you and us, we will bill you under that separate agreement. Those charges which will not be billed under this contract include:

- (a) our **network tariffs** relating to the supply of electricity to your **supply address**;
- (b) our charges for **excluded services** provided in respect of your supply; and

- (c) any additional or supplementary charge relating to the supply of electricity to your **supply address** if the **Commission** has approved that charge, or we are otherwise permitted under the **Electricity Law** to impose that charge.

7.2 When will we bill you directly?

We may bill you directly for some **excluded services** that we provide you directly, i.e. that we do not provide to your **retailer** to provide to you. We may also bill you directly for some services that we provide in accordance with electricity industry practice, even though you do not request these services.

7.3 GST

Our charges for **excluded services** are inclusive of GST.

If any other amount payable by you or us under this contract relates to a taxable supply for GST purposes then, to the extent permitted by law, the payment will be adjusted so that the recipient of the taxable supply bears the GST payable in respect of that taxable supply.

7.4 Set-off

You agree to make any payments under this contract without set-off or counterclaim and free and clear of any withholding or deduction for taxes unless prohibited by law.

8. Your retailer's relationship with us

Your **retailer** must have a use of system agreement with us relating to the supply of electricity to its customers from our **distribution system**. Under that agreement we will provide **distribution services** to your **retailer** in respect of your **supply address**. We will bill your **retailer** and your **retailer** will bill you for **network tariffs** and other charges relating to those services.

9. Liability

9.1 When we are not liable

Subject to clause 9.3, each party is not liable for any failure to comply with this contract or the **Electricity Law**, as the case may be, if and to the extent that:

- (a) that party is relieved from performance of, or liability in respect of, any of its obligations by the operation of section 117 of the **Act**, section 78 of the **National Electricity Law** or any other provision of the **Electricity Law** (and, for the avoidance of doubt, nothing in this contract varies the operation of any such provision);
- (b) the failure to comply arises as a result of the other party's breach of this contract or the **Electricity Law** or (subject to the party's compliance with its relevant obligations under the **Distribution Code**) by a **force majeure event**; or
- (c) you have not complied with clause 9.5.

Paragraphs (a) to (c) above are not exhaustive and do not limit or diminish other reasons why each party may not be liable to the other party under the law.

9.2 Limitation of statutory liability

To the extent permitted by law, all statutory or implied conditions and warranties are excluded from this contract and, to the extent they cannot be excluded, all liability in relation to them is disclaimed to the maximum extent permitted by law.

9.3 Our liability under the Trade Practices Act, etc.

The **Trade Practices Act 1974** and other laws may imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such term is limited to the maximum extent permitted by law and, if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and
- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

9.4 Quality and reliability of supply

You acknowledge that:

- (a) the quality and reliability of the supply of electricity to your **supply address** is subject to a variety of factors which may be beyond our control, including but not limited to accidents and emergencies, weather conditions, vandalism, system demand, the technical limitations of our network and the acts of other persons, including customers, electricity generators, transmission companies and system controllers;
- (b) we may interrupt or limit the supply of electricity to your **supply address** in accordance with the **Electricity Law**; and
- (c) variations in voltage or frequency may cause damage, for example, to appliances or machines **connected** to the electricity supply.

9.5 Taking precautions

If you do not take reasonable precautions to minimise the risk of any loss or damage to your equipment, premises or business which may result from poor quality or reliability of electricity supply then your rights to recover damages may be adversely affected. Reasonable precautions may include, where appropriate, installing surge protection equipment or obtaining a back-up supply. In addition business customers have specific obligations to take precautions under the Distribution Code.

10. Other terms

10.1 Notices

- (a) Notices (including all communications) from you to us under this contract must be in writing, must identify the customer, the **supply address** and **supply point** and may only be sent by hand, prepaid post or fax to:
United Energy Limited,
Level 13,
101 Collins Street,
Melbourne, Vic. 3000.
Fax: (03) 9222 9233.
or to any other address or fax number that we notify to you for this purpose.
- (b) We may serve notices on you by leaving them at your **supply address** by hand, by prepaid post or fax. Where a matter is urgent or affects a significant area or number of customers, we may also advise you of matters affecting you via the mass media (eg newspapers, television or radio) or via our website, e-mail, SMS messaging or IVR call centre recordings.
- (c) If a notice is sent by prepaid post, it is taken to be received two business days after it was posted.
- (d) Your **retailer** may send you notices under this contract on our behalf.

10.2 Waiver

A failure to exercise or delay in exercising a power or right does not operate as a waiver of that power or right.

The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

A waiver is not effective unless it is in writing and is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

10.3 Severability

If any term of this contract is unenforceable, illegal or void then it is severed and the rest of this contract remains in force.

10.4 Law of this contract

The law of Victoria governs this contract.

Schedule 1**Glossary**

Words appearing in *bold and italics* have these meanings in this contract:

Act means the **Electricity Industry Act 2000** (Vic).

connect has the meaning given to that term in the ***Distribution Code***.

Distribution Code means the Electricity Distribution Code issued by the ***Regulator***.

distribution services means ***network services, excluded services*** that are not the subject of a separate agreement between you and us and the provision and maintenance of the ***connection*** between our ***distribution system*** and a ***supply point***.

distribution system means our distribution network of electric lines and associated equipment.

electrical installation means any electrical equipment at a ***supply address*** that is ***connected*** to, but not part of, our ***distribution system***.

Electricity Customer Metering Code means the Electricity Customer Metering Code issued by the ***Regulator***.

Electricity Law means:

- (a) the ***Act***;
- (b) the ***Distribution Code***;
- (c) the ***Electricity Customer Metering Code*** issued by the ***Regulator***;
- (d) the distribution licence issued to us by the Regulator;
- (e) the ***National Electricity Law***;
- (f) the **Electricity Safety Act 1998**;
- (g) the **Essential Services Commission Act 2001**;
- (h) all regulations, orders, determinations, codes and guidelines made under any act listed above; and
- (i) any other law, statute, regulation, proclamation, order, directions, code, tariffs, guideline or standard in relation to electricity supply which can be enforced by law or by the ***Regulator, NEMMCO, VENCORP*** or any other regulatory authority against electricity distributors or customers.

excluded services means services that we may provide in relation to your electricity supply or ***connection*** or the ***distribution system*** and that are not subject to ***network tariffs***.

force majeure event means an event outside the reasonable control of the distributor or the customer (as the case may be).

National Electricity Code means the code of practice for the conduct of the National Electricity Market which is administered by the National Electrical Code Administrator (NECA).

National Electricity Law means the **National Electricity (Victoria) Act 1997** (including the National Electricity Law and the ***National Electricity Code***).

NEMMCO means National Electricity Market Management Company Limited.

network services means the transportation and delivery of electricity to ***supply points*** using our ***distribution system*** and any other services included in our ***network tariffs***.

network tariffs means the tariff or tariffs charged by us in accordance with the ***Electricity Law*** for distributing electricity using our ***distribution system*** and the transmission system.

Regulator means the Essential Services Commission or any entity assuming the functions of that Commission in respect of electricity distribution.

Retail Code means the Electricity Retail Code issued by the Regulator.

retail customer has the meaning given to that term in section 40A of the Act.

retailer means, in relation to a customer, a person that holds, or is exempt from holding, a retail licence under the *Act* and sells electricity at the customer's **supply address**.

Service & Installation Rules means the Victorian Service & Installation Rules, Code of Practice for the Connection of Electrical Installations to Distribution Companies' Mains 1999, as revised, replaced or amended from time to time.

supply address means the address where a customer is (or will be) supplied with electricity.

supply point means the point where electricity being delivered to a **supply address** leaves our **distribution system**.

use of system agreement means an agreement between us and your **retailer** in respect of the provision of **distribution services** by us to your **retailer** and the provision of certain services by your **retailer** to us.

VENCorp means Victorian Energy Networks Corporation.

Planning and Environment Act 1987

BALLARAT PLANNING SCHEME

Notice of Approval of Amendment
Amendment C49

The Minister for Planning has approved Amendment C49 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 land known as 40–46 Yarrowee Street, Sebastopol, from the Residential 1 Zone to the Business 1 Zone.

The Minister has granted the following permits under Division 5 Part 4 of the Act:
Permit No.: 2001827.

Description of land: 55–63 Albert Street and 40–46 Yarrowee Street, Sebastopol.

A copy of the Amendment and permit 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, Ballarat.

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

Planning and Environment Act 1987

**GREATER SHEPPARTON PLANNING
SCHEME**

Notice of Approval of Amendment
Amendment C21

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

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

The Amendment rezones land at part CA 224, Parish of Murchison North (River Road Old Toolamba) from the Rural Zone (RUZ) to the Rural Living Zone (RLZ).

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 Greater City of Shepparton, Welsford Street, Shepparton.

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

Planning and Environment Act 1987

MARIBYRNONG PLANNING SCHEME

Notice of Approval of Amendment
Amendment C14 Part 1

The Minister for Planning has approved Amendment C14 Part 1 to the Maribyrnong Planning Scheme.

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

The Amendment:

- includes the property at 3 Tongue Street, Yarraville in a Heritage Overlay.

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 Maribyrnong City Council, corner Napier and Hyde Streets, Footscray.

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

Planning and Environment Act 1987

MOONEE VALLEY PLANNING SCHEME

Notice of Approval of Amendment
Amendment C31

The Minister for Planning has approved Amendment C31 to the Moonee Valley Planning Scheme.

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

The Amendment:

- Applies a Heritage Overlay to No. 26 Fletcher Street Essendon and removes interim heritage controls that applied to the site.

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 Moonee Valley City Council, corner Kellaway Street and Pascoe Vale Road, Moonee Ponds.

PAUL JEROME
Executive Director
Department of Infrastructure

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**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:

62. <i>Statutory Rule:</i>	Domestic (Feral and Nuisance) Animals (Amendment) Regulations 2002
<i>Authorising Act:</i>	Domestic (Feral and Nuisance) Animals Act 1994
<i>Date first obtainable:</i>	29 July 2002
<i>Code A</i>	

As from 1 April 2002, the pricing structure for the Victoria Government Gazette and Victorian Government Legislation will be as follows.

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As from 1 August 2002

The last Special Gazette was No. 132 dated 31 July 2002

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