

Victoria Government Gazette

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No. G 27 Thursday 7 July 2005

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GENERAL

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As from 7 July 2005

The last Special Gazette was No. 129 dated 5 July 2005.

The last Periodical Gazette was No. 1 dated 16 June 2005.

How To Submit Copy

- See our webpage www.craftpress.com.au
 - or contact our office on 9926 1233
between 8.30 am and 5.30 pm Monday to Friday
-

Copies of recent Special Gazettes can now be viewed at the following display cabinets:

- 1 Treasury Place, Melbourne (behind the Old Treasury Building), and
 - Craftsman Press Pty Ltd, 125 Highbury Road, Burwood 3125
(front of building).
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PRIVATE ADVERTISEMENTS**Land Act 1958**

Notice is hereby given that the Girl Guides Association of Victoria has applied for a lease pursuant to section 134 of the **Land Act 1958** for a term of 21 years in respect of allotment 258C, No Section, Parish of Warburton for the purpose of "Girl Guides activities and associated uses".

DISSOLUTION OF PARTNERSHIP

In accordance with section 41 of the **Partnership Act 1958**, Carson Jacobs hereby provides public notification that the partnership between Carson Jacobs of 63 Jacana Drive, Carrum Downs and John Konstantinidis of 10 Conferta Crescent, Doveton, was dissolved on 3 October 2003.

WHITE CLELAND, solicitors,
3/454 Nepean Highway, Frankston 3199.

DISSOLUTION OF PARTNERSHIP

Notice is hereby given that the partnership heretofore subsisting between Imogen Mary Day of 11A Nicholson Street, South Yarra, and Barbara Anne Sherlock of 8 Ryland Street, Ashburton, carrying on business as Glamourflage, has been dissolved as from 1 July 2005.

Dated 1 July 2005

BARBARA SHERLOCK

DISSOLUTION OF PARTNERSHIP

I, Kier Bult, will be resigning from the partnership which is Hell Media, effective 30 June 2005. The business will continue trading.

Creditors, next-of-kin and others having claims in respect of the estate of LLEWELLYN WILLIAM RILEY, late of 4/298 Huntingdale Road, Mt Waverley, deceased, who died on 12 April 2005, are required by the executor, Gwendoline Alice Corless of 1 Wimbledon Grove, Eaglemont, in the State of Victoria, to send particulars of their claim to her care of the undermentioned solicitor by 9 September 2005 after which date the said executor will distribute

the assets of the deceased having regard only to the claims of which she then shall have notice.

B. J. WILLIAMS LL.B., solicitor,
106 Lower Plenty Road, Rosanna.

Re: Estate of JOHN JOSEPH MASON, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of JOHN JOSEPH MASON of 38 Beacon Vista, Port Melbourne in the State of Victoria, company director, who died on 9 March 2005, are to send particulars of their claims to the personal representative/s care of the undermentioned solicitors by 8 September 2005 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 other persons having claims against the estate of JOAN EILEEN ANDRESEN, pensioner, late of 15 Lachlan Road, Boronia, Victoria, who died on 31 March 2005, are required by the executor, Lawrence Lee Andresen of 15 Tom Carr Close, Babinda, Queensland, caterer, to send particulars of their claims to him care of the undermentioned solicitors by 5 September 2005 after which date he may convey or distribute the estate having regard only to the claims of which he then has notice.

DE KEVER SPAULDING, lawyers,
173 Boronia Road, Boronia 3155.

Re: MARTIN MORRIS SHELTON, late of 1/40 Glen Street, Hawthorn, Victoria, retired importer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 April 2005, are required by the trustee, Beverley Joan Shelton of 1/40 Glen Street, Hawthorn, Victoria, widow, to send particulars to the trustee by 9 September 2005

after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

G. R. HERBERT & CO., solicitors,
Level 1, 1 Bluff Road, Black Rock 3193.

Re: ROBERT HABOLDT, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 April 2004, are required by the trustees, Sharyn Dianne Somerville, in the Will called Sharyn Dianne Haboldt, and Michelle Wendy Wyman, in the Will called Michelle Wendy Haboldt, to send particulars to the trustees by 9 September 2005 after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

GARDEN & GREEN, solicitors,
4 McCallum Street, Swan Hill 3585.

Re: VIOLET CATHERINE SMITH, late of 14 Mickle Street, Tooradin, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 April 2005, are required by the trustee to send particulars of their claim to him at the office of his solicitors, John Burgess & Co., solicitors, 255 Springvale Road, Springvale, by 12 September 2005 after which date the trustee may convey or distribute the assets having regard only to the claims of which the trustee has notice.

JOHN BURGESS & CO., solicitors,
255 Springvale Road, Springvale.

Re: JOSIP TOMASIC, also known as Joseph Tomasic, late of 12 Hayden Road, Clayton, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 December 2004, are requested by the trustee to send particulars of their claim to her at the office of her solicitors, John Burgess & Co., solicitors, 255 Springvale Road, Springvale, by 12 September 2005 after which date the trustee may convey or distribute the assets having regard only to the claims of which the trustee has notice.

JOHN BURGESS & CO., solicitors,
255 Springvale Road, Springvale.

Creditors, next-of-kin and others having claims against the estate of SALVATORE NATALE, late of 93 Union Street, Brunswick, Victoria, fitter and turner, deceased, who died on 22 September 2004, are required to send particulars of their claims to the executor, Francesco Natale, care of the undermentioned solicitors before the expiration of two calendar months of the date of the publication of this notice, after which date the executor will distribute the assets having regard only to the claims of which they then have notice.

JULIANO FURLETTI & SCOTT, solicitors,
Level 2,
19–21 Argyle Place South, Carlton, Vic. 3053.

MARY IRENE PINKSTONE, late of 6 Hornby Street, Beaumaris, Victoria, tailoress, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 31 March 2005, are required by the executors, Rhondda Christine Johnston and Rosemary Joan Miller, 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 executor may convey or distribute the assets, having regard only to the claims of which they then have notice.

LYTTLETONS, solicitors,
53 Marcus Road, Dingley.

Re: JOAN HARRIET STOREY, late of 212 Neerim Road, Carnegie, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 November 2004, are required by the trustee, Perpetual Trustees Victoria Limited of 360 Collins Street, Melbourne, Victoria, to send particulars to the trustee by 5 September 2005 after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MADDOCKS, lawyers,
140 William Street, Melbourne 3000.

ERNEST JAMES JOHNSTONE, late of 37 Blackwood Parade, Heidelberg West, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 March 2005, are required by the executor, ANZ Executors & Trustee Company Limited, ACN 006 132 332, of 530 Collins Street, Melbourne, Victoria, to send particulars to it by 7 September 2005 after which date it may convey or distribute the assets having regard only to the claims of which it then has notice.

MILLS OAKLEY, lawyers,
121 William Street, Melbourne.

Re: Estate of ENID LORNA BAKER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 December 2004, are required by the trustee, Peter Francis Nell, to send particulars to the trustee by 7 October 2005 after which date the trustee may convey or distribute the estate having regard only to the claims of which the trustee has notice. Such notice should be sent to the address noted below.

MITCHELL BURKE & CO., solicitors,
111 Yarra Street, Geelong 3220.

MAVIS LUCY KWIATKOWSKI, late of 125 John Street, Tootgarook, Victoria, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 March 2005, are required to send particulars of their claims to the trustee care of the undermentioned solicitors by 7 September 2005 after which date the trustee or personal representative or applicant for grant of administration may convey or distribute the assets, having regard only to the claims of which he then has notice.

PAUL McGUINNESS & ASSOCIATES PTY, solicitors,
3 Eighth Avenue, Rosebud 3939.
Telephone: (03) 5986 6999.

Re: ROBERT COCHRANE BROWN, who died on 6 September 1909 and AGNES BROWN, late of "Waroona", St Arnaud 3478, who died on 16 November 1928 and JOHN HUNTER BROWN, late of St Arnaud 3478, who died on 12 November 1967 and EVELYN

JOAN RAMAUGH, late of "Waroona", St Arnaud 3478, who died on 5 May 1993.

Creditors, next-of-kin and others having claims in respect of the above estates of the deceased, are required by the personal representatives of the estate of Evelyn Joan Ramaugh, Elizabeth Anne Jungwirth and Patricia Mary Blake, C/- Radford Legal of 14 Napier Street, St Arnaud, to send particulars by 30 September 2005 after which date the personal representatives may convey or distribute the assets having regard only to the claims of which they then have notice.

RADFORD LEGAL, barristers & solicitors,
78 Napier Street, St Arnaud 3478.
Telephone (03) 5495 1033.

Re: ANNA ROGOZINSKI.

ANNA ROGOZINSKI, late of 619 St Kilda Road, Melbourne, Victoria 3004, widow. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 December 2004, are required by the trustees, Jack Cohen of 1/24 South Road, Brighton, Victoria, retired solicitor, Andrew Stanley Romer of 10 Fitzroy Street, St Kilda, Victoria, solicitor and Andrew Firestone of 30 Somers Avenue, Malvern, Victoria, medical practitioner, to send particulars to them by 8 September 2005 after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

Dated 29 June 2005

ROMER & CO., solicitors,
10 Fitzroy Street, St Kilda 3182.

DOREEN WILKINS BARBER, deceased.

Creditors, next-of-kin and others having claims against the estate of DOREEN WILKINS BARBER, late of Mayflower Nursing Home, 7 Centre Road, East Brighton, Victoria, widow, deceased, who died on 29 December 2004, are required to send particulars of their claims to the executors care of the undermentioned solicitors by 19 September 2005 after which date the executors will proceed to distribute the assets having regard only to the claims of which they shall then have had notice.

VERNA A. COOK, solicitor,
5/8 St Andrews Street, Brighton 3186.

Re: EMILY ALFORD, late of Unit 33, Greenways Retirement Village, 330 Frankston–Dandenong Road, Seaford, Victoria 3198, but formerly of Unit 49, Greenways Retirement Village, 330 Frankston–Dandenong Road, Seaford, Victoria 3198, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 January 2005, are required by the trustees, George Harold Allison of 543 South Road, Bentleigh, Victoria, retired, the nephew and Edward Graeme Henry of 37 Gladesville Drive, Bentleigh East, Victoria, retired, the son-in-law, to send particulars to the trustees by 6 September 2005 after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

WHITE CLELAND PTY, solicitors,
3/454 Nepean Highway, Frankston 3199.

Re: LESLIE HAJDU, late of 11 Glasgow Court, Endeavour Hills, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 February 2005, are required to send particulars of their claims to the administrator, Equity Trustees Limited of 575 Bourke Street, Melbourne 3000 by 23 September 2005 after which date the administrator may convey or distribute the assets having regard only to the claims of which it may then have notice.

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

Re: THOMAS HERBERT WALSH, late of 115 Severn Street, Yarraville, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 February 2005, are required to send particulars of their claims to the executor, Equity Trustees Limited, of 575 Bourke Street, Melbourne 3000 by 23 September 2005 after which date the executor may convey or distribute the assets having regard only to the claims of which it may then have notice.

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

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

On Wednesday 3 August 2005 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 Laurence Kennedy of 31 Blantyre Avenue, Chelsea, as shown on Certificate of Title as Laurence Michael Kennedy, joint proprietor with Barbara Ann Kennedy of an estate in fee simple in the land described on Certificate of Title Volume 5783, Folio 510 upon which is erected a dwelling known as 31 Blantyre Avenue, Chelsea.

Registered Mortgage No. AC615706Q, Covenant No. 1500636 and Caveat No. AD504303A affect the said estate and interest.

Terms – Cash/Eftpos
(Debit Cards only/No Credit Cards)
GST plus 10% on fall of hammer price
CW–05–000329–1

Dated 30 June 2005

V. PARKIN
Sheriff's Office

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

On Wednesday 3 August 2005 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 Warwick John Swift and Dianne Gail Swift of 121–123 Terrys Avenue, Belgrave, joint proprietors of an estate in fee simple in Lot 4 and Lot 5 on plan of subdivision 007348 being the land described on Certificate of Title Volumes 8448 and 4867, Folios 838 and 318, upon which is erected a dwelling known as 121–123 Terrys Avenue, Belgrave.

Registered Mortgage Nos. AC665662B and AC665663Y and Caveat Nos. AB398646U and AC414884K affect the said estate and interest.

Terms – Cash/Eftpos
(Debit Cards only. No Credit Cards)
GST plus 10% on fall of hammer price
CW–04–005865–6

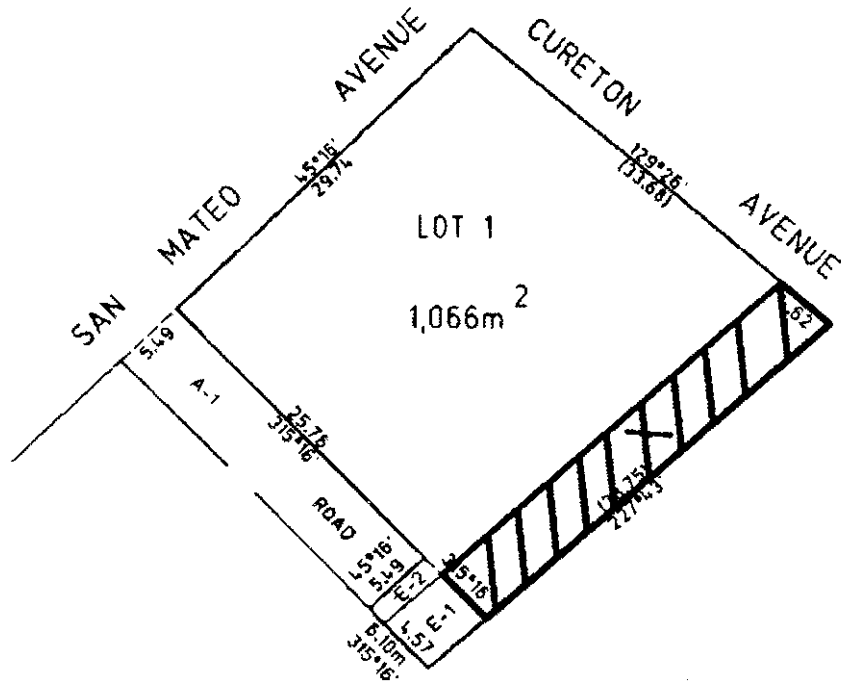
Dated 30 June 2005

V. PARKIN
Sheriff's Office

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES****Road Discontinuance**

Pursuant to Section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989**, the Mildura Rural City Council has formed the opinion that the lane, as shown hatched on the plan below, is not reasonably required as a road for public use.

Council has resolved to discontinue the road and grant the land from the road to the adjoining owner by private treaty, subject to any right, power or interest held by Mildura Rural City Council in connection with any drains (existing or proposed) under the control of this authority in or near the road.



PHIL PEARCE
Chief Executive Officer

DISCONTINUANCE OF ROAD
BESIDE KANANOOK CREEK, AT REAR OF
396 NEPEAN HIGHWAY, FRANKSTON

PART OF CROWN ALLOTMENT 16

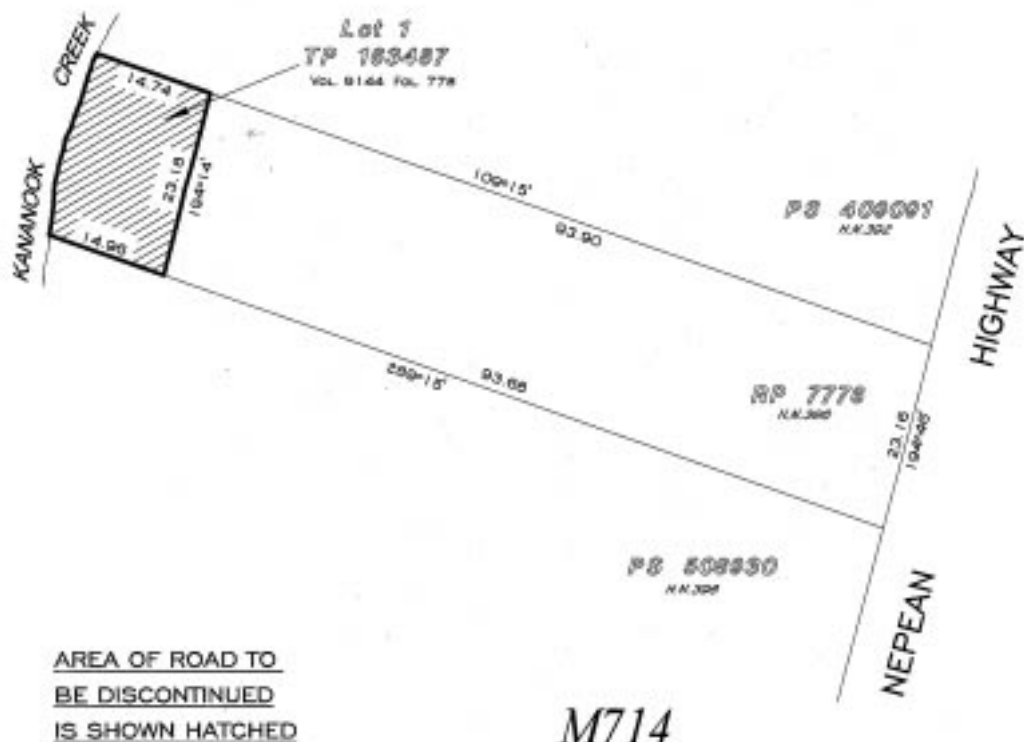
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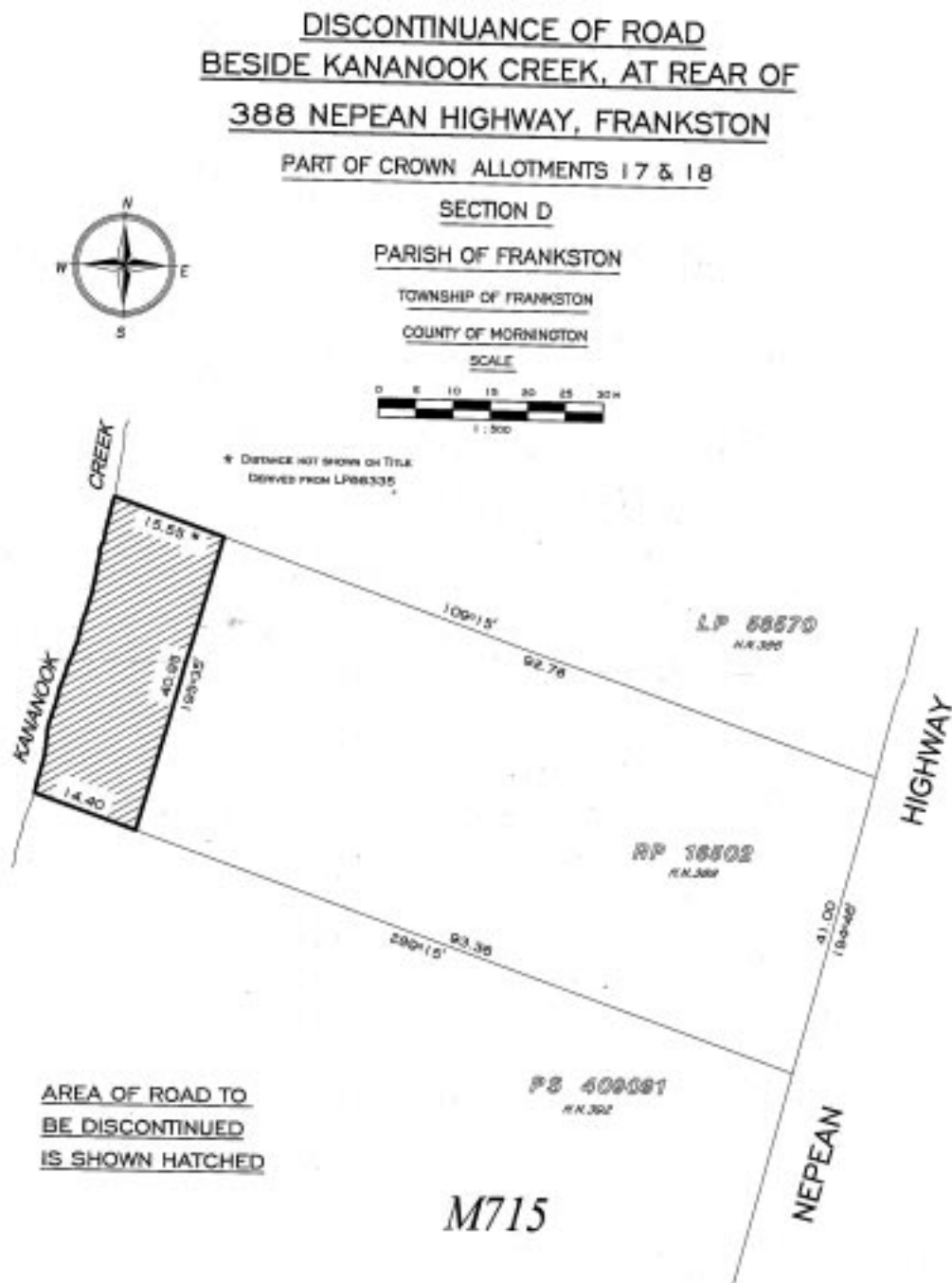
PARISH OF FRANKSTON

TOWNSHIP OF FRANKSTON

COUNTY OF MORNINGTON

SCALE





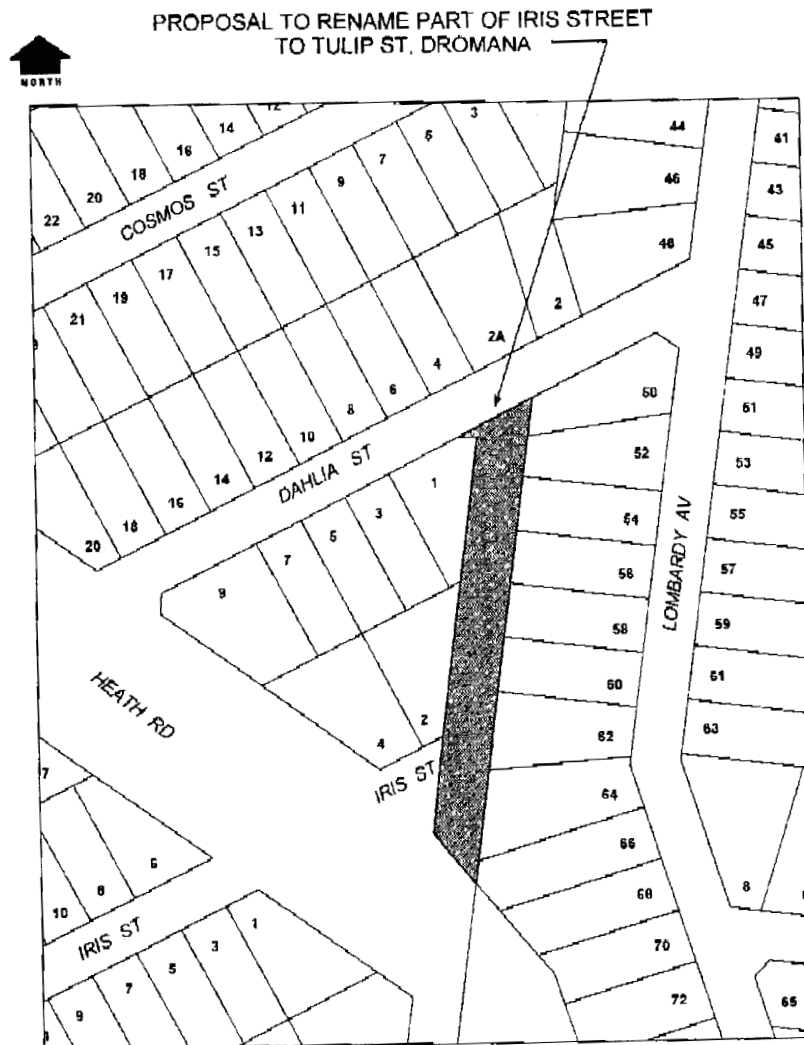
South East Water will continue to have and possess the same power, authority or interest in or in relation to the land shown on the said plan, as it had or possessed prior to the said discontinuance with respect to or in connection with any pipes laid in, on or over such land for sewerage purposes.

STEVE GAWLER
Chief Executive Officer



Change of Road Name –
Part Iris Street, Dromana
(Between Dahlia Street and Heath Road)
to “Tulip Street, Dromana”

That Council having undertaken the statutory process pursuant to Schedule 10, Clause 5 of the **Local Government Act 1989** and having received no objections, hereby determines to rename part Iris Street, Dromana (between Dahlia Street and Heath Road) to “Tulip Street, Dromana” as depicted on the plan below.



Dr MICHAEL KENNEDY
Chief Executive Officer



Proposal to Make Local Laws

Notice is hereby given in accordance with Section 119(2) of the **Local Government Act 1989**, that Council proposes to make the following Local Laws:—

- Local Law No. 1 (2005) – Council;
- Local Law No. 2 (2005) – Environment;
- Local Law No. 3 (2005) – Municipal Places;
- Local Law No. 4 (2005) – Municipal Libraries;
- Local Law No. 5 (2005) – Streets and Roads; and
- Local Law No. 6 (2005) – Consumption of Liquor and Behaviour in Public Places.

LOCAL LAW NO. 1 (2005) – COUNCIL

The purpose and general purport of this proposed Local Law is:—

- to regulate and control the use of Council's Seal;
- to regulate and control the procedures governing the conduct of Council Meetings and Meetings of Special Committees of Council; and
- to regulate and control the election of the Mayor.

The proposed Local Law will replace the current Local Law No. 2 – Council.

LOCAL LAW NO. 2 (2005) – ENVIRONMENT

The purpose and general purport of this proposed Local Law is:—

- to provide a safe and healthy environment in which the residents of the Municipal District are able to enjoy a quality of life that meets the general expectations of the community;
- to prohibit, regulate and control activities which may be dangerous or unsafe or detrimental to the quality of life in the environment of the Municipal District;
- to control nuisances and noise, odour and smoke emissions, and other discharges to the environment; and
- to lead and educate the public as to what is, and what is not, appropriate behaviour.

The proposed Local Law will replace the current Local Law No. 3 – Environment.

Proposed amendments to the current Local Law include:

- a provision deeming land to be unsightly where graffiti remains on it for more than seven (7) days;
- Council and Authorised Officers being provided with access powers over private land for drainage works;
- increased restrictions on open air burning in residential areas;
- a requirement to obtain a permit where any person (other than a registered domestic animal business breeding establishment) wishes to sell or give to any person any dog or cat that has not been de-sexed.

LOCAL LAW NO. 3 (2005) – MUNICIPAL PLACES

The purpose and general purport of this proposed Local Law is:—

- to control and prevent behaviour which is a nuisance, or which may be detrimental to health and safety or which affects the enjoyment of recreational or other facilities;
- to protect Council and community assets and facilities on or in Municipal Places; and
- to lead and educate the public as to what is, and what is not, appropriate behaviour.

The proposed Local Law will replace the current Local Law No. 4 – Municipal Places.

Proposed amendments to the current Local Law include:—

- creating an offence for any person to fence or restrict access to Council land without a permit;
- a requirement for the owner or occupier of any land to obtain a permit prior to constructing a gate leading onto a Council reserve.

LOCAL LAW NO. 4 (2005) – MUNICIPAL LIBRARIES

The purpose and general purport of this proposed Local Law is:—

- to regulate the management, operation and administration of Municipal Libraries; and
- to control and prevent behaviour which is a nuisance, or which may be detrimental to

health and safety or affects the enjoyment of Municipal Libraries.

The proposed Local Law will replace the current Local Law No. 5 – Municipal Libraries.
LOCAL LAW NO. 5 (2005) – STREETS AND ROADS

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

- to regulate and control the use of roads by persons, vehicles and animals and to regulate the parking of vehicles for the safety and fair use by people in the Municipal District;
- to preserve and protect the Council's assets from damage which may be caused from extraordinary use of streets and roads within the Municipal District;
- to regulate and control roadside trading and movable advertising signs and display of goods on any land and in any public place; and
- to lead and educate the public as to what is, and what is not, appropriate behaviour.

The proposed Local Law will replace the current Local Law No. 6 – Streets and Roads.

Proposed amendments to the current Local Law include:–

- a requirement for any person in charge or control of a dog in a public place to have in his or her possession a bag for the purpose of removing any excrement deposited by their dog;
- the introduction of more extensive asset protection provisions specifying requirements for the placement of bulk rubbish containers on roads and the activities related to building sites and building works;
- provisions consistent with the recently adopted Control and Management of Itinerant Traders Policy, Commercial Activities on Footpaths Policy and Signage Policy.

LOCAL LAW NO. 6 (2005) – CONSUMPTION OF LIQUOR AND BEHAVIOUR IN PUBLIC PLACES

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

- to regulate and control the consumption of alcohol in designated areas within the Municipal District;

- to protect against behaviour which causes detriment to the amenity and environment of the Municipal District; and
- to lead and educate the public as to what is, and what is not, appropriate behaviour.

The proposed Local Law will replace the current Local Law No. 7 – Consumption of Liquor and Behaviour in Public Places.

Proposed amendments to the current Local Law include:–

- a complete prohibition on the possession or control of liquor (whether in a sealed container or not) in specific places between the hours of 8.00 pm and 8.00 am;
- provision for Authorised Officers to confiscate liquor which is reasonably suspected of having formerly been in the possession of any person and now abandoned.

Copies of the proposed Local Laws can be obtained from any of the Shire's Customer Service Offices, the Shire's website at www.mornpen.vic.gov.au or by contacting Mark Howells, Team Leader Governance on 5950 1422.

Any person affected by the proposed Local Laws may make a submission in accordance with the provisions of Section 223 of the **Local Government Act 1989**. The closing date for submissions is Thursday 11 August 2005.

Submissions should be addressed to the Chief Executive Officer, Mornington Peninsula Shire, Private Bag 1000, Rosebud 3939.

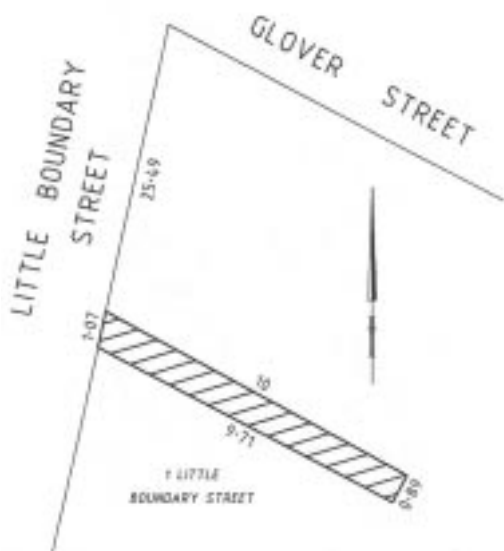
Dr MICHAEL KENNEDY
Chief Executive Officer

CITY OF PORT PHILLIP

Discontinuance of Road

Notice is hereby given that the Port Phillip City Council at its ordinary meeting on 30 May 2005 formed the opinion that the section of road, shown hatched on the plan below, is not reasonably required as a road for public use and resolved to discontinue the road, and having advertised and served notices regarding the proposed discontinuance and hearing submissions under Section 223 of the **Local Government Act 1989**, orders that the road at the rear of 29 to 33 Glover Street, South Melbourne be discontinued pursuant to Section 206 and

Schedule 10, Clause 3 of the said Act, and the land of the discontinued road be sold by private treaty to the owners of the land abutting the road.



DAVID SPOKES
Chief Executive Officer



PUBLIC NOTICE

Council's Meeting Procedure Local Law No. 1

Hobsons Bay City Council is considering making a new Local Law to govern its meeting procedures which will replace the current Processes of Municipal Government Local Law No. 1. Public submissions about the proposed Local Law are now invited.

Proposed Local Law

Council proposes to make a new local law, to be known as 'Council's Meeting Procedure Local Law No. 1.' The following information about the proposed local law is provided in accordance with Section 119 of the **Local Government Act 1989**.

Purpose of the Local Law

The purpose of this Local Law is to:

- provide a mechanism to facilitate the good government of the Council through its formal meeting procedure to ensure effective

and efficient Council decisions are made in a manner which acknowledges the role of local government within the Australian system of Government;

- regulate and control the procedures governing the conduct of meetings;
- regulate the use of the common seal and prohibit its unauthorised use; and
- provide generally for the peace, order and good management of the municipal district.

General Purport of the Local Law

The proposed Local Law, if made, will provide for the following:

- change to the date for the election of Mayor as per the requirements of the **Local Government Act 1989**;
- the Chief Executive Officer to be the Temporary Chairperson (and Returning Officer if required) for the election of Mayor;
- the Mayor to Chair all Council meetings;
- reasonable notice of meetings to the public defined as two clear business days;
- quorum for Ordinary and Emergency Council meetings altered from five councillors to four councillors;
- change to the definition of interests to include pecuniary and non pecuniary;
- meeting time not to extend beyond 10.00 pm unless resolved by Council – currently 10.30 pm;
- clarification of process for an amendment once carried;
- deletion of current formal motion clauses 79, 80 and 81 as these are no longer relevant or in common use; and
- petitions and joint letters to be tabled at the next Ordinary Council meeting unless the matter which is the subject of the petition or joint letter has been acted upon.

A copy of the proposed Local Law may be inspected at or obtained from the Hobsons Bay City Council Civic Centre at 115 Civic Parade, Altona. Office hours are 8.00 am to 5.00 pm, Monday to Friday. It may also be viewed on the Council's website: www.hobsonsbay.vic.gov.au.

Submissions

Any person may make a submission relating to the proposed Local Law. Submissions must be in writing, and received by Thursday 21 July. In your submission, please clearly indicate if you wish to be heard by the Council.

Submissions will be considered, and representations from submitters heard, in accordance with Section 223 of the **Local Government Act 1989** at a meeting of the Council on 9 August 2005 at 7.00 pm, at the Hobsons Bay Civic Centre, 115 Civic Parade, Altona.

Submissions should be lodged at the above office of the Council or posted to PO Box 21, Altona 3018. Enquiries should be directed to Mr Chris Eddy, Manager Governance and Corporate Development on 9932 1000.

BILL JABOOR
Chief Executive Officer



LODDON
SHIRE COUNCIL

PUBLIC NOTICE

Livestock Local Law (Amendment No. 3) 2005

Notice is hereby given that at the Ordinary Council Meeting of the Loddon Shire Council held on 27 June 2005, the Council resolved to adopt:

Livestock Local Law (Amendment No. 3) 2005.

The purpose of Livestock Local Law (Amendment No. 3) 2005 is to:

- amend definition of Regulations to mean Road Safety (Road Rules) Regulations 1999; and
- amend provisions relating to the removal of warning signs at the time of completing droving or grazing of livestock.

A copy of this amended Local Law may be obtained free of charge from the Shire Offices, High Street, Wedderburn during business hours or by calling Jon Chandler on telephone (03) 5494 1200.

CRAIG W. NIEMANN
Chief Executive Officer

HUME CITY COUNCIL

Amendment to Code of Meeting Procedures
(Governance Local Law No. 2)

Hume City Council at its meeting of 27 June 2005, resolved to amend its Code of Meeting Procedures. The Code of Meeting Procedures is incorporated in the Council's Governance Local Law No. 2. The Code of Meeting Procedures has been updated to include a small number of amendments to conform with the **Local Government (Democratic Reform) Act 2003** and to provide for electronic submission of notices of motion.

Copies of the amended Code of Meeting Procedures are available from the Broadmeadows, Sunbury and Craigieburn Customer Service Centres or can be downloaded from Council's Internet site, www.hume.vic.gov.au.

DARRELL TRELOAR
Chief Executive Officer



Livestock Local Law No. 5

Notice is hereby given that at the Ordinary Council Meeting of the Buloke Shire Council held on 8 June 2005 the Council resolved to adopt Livestock Local Law No. 5.

The objectives of this local law are:

- 1.1 To regulate the droving of livestock through or to a location within the municipal district.
- 1.2 To regulate the droving of livestock through or to a location in the municipal district to certain streets or roads within the municipal district.
- 1.3 To regulate the droving of livestock along certain streets or roads within the municipal district for purposes of:
 - preventing damage to roadside vegetation, particularly in accordance with the Council's Roadside Management Plan;
 - preventing damage to properties adjoining certain streets or roads within the municipal district;

- preventing the spread of disease and parasites in the municipal district;
 - preventing the spread of noxious weeds in the municipal district; and
 - preventing damage to road pavements, formation and drainage.
- 1.4 To regulate the grazing of livestock on certain roads within the Municipal District for fire reduction purposes.
- 1.5 To control the manner in which livestock are driven to provide, as far as possible, for the safety of users of streets and roads within the municipal district.
- 1.6 To regulate the adequacy of fencing of livestock, and to put in place mechanisms for rectifying inadequate fencing.
- 1.7 To prescribe the fees to be paid for any permits issued under this Local Law.
- 1.8 To prescribe the penalties to be imposed for contravention of certain provisions of this Local Law.
- 1.9 To repeal Local Laws which become redundant upon the making of this Local Law.

Copies of this adopted Local Law may be inspected at or obtained from Council's offices located in Wycheproof, Charlton, Donald, Birchip, and Sea Lake or by calling Bill Keane on telephone (03) 5493 7400.

MARK AMIRTHARAJAH
Chief Executive Officer

MOONEE VALLEY CITY COUNCIL

Notice of Road Management Plan

Moonee Valley City Council being a road authority within the municipality of Moonee Valley gives notice that it has made a road management plan in accordance with the requirements of the **Road Management Act 2004**.

A copy of Council's Road Management Plan can be inspected or obtained from Moonee Valley City Council Civic Centre, Citizen's Service Centre, 9 Kellaway Avenue, Moonee Ponds.

PETER BLACK
Chief Executive

Planning and Environment Act 1987

CARDINIA PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C73

The Cardinia Council has prepared Amendment C73 to the Cardinia Planning Scheme.

The land affected by the Amendment is part of the land described as L4 P4486 CA PT 16 PT 17 NNG which forms part of Crown Portions 16 and 17 at Mullane Road, Pakenham.

The Amendment proposes to:

- rezone part of the land at Crown Portions 16 and 17 Mullane Road, Pakenham from a Public Use Zone 1 to a Green Wedge Zone (Schedule 1); and
- include the treed riparian strip along the upper Deep Creek in an Environmental Significance Overlay (Schedule 1).

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment at the following locations: at the office of the planning authority, Cardinia Shire Council, Henty Way, Pakenham; and at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor Area, 8 Nicholson Street, Melbourne.

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

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

The closing date for submissions is Monday 8 August 2005. Submissions must be sent to: Urmi Buragohain, Strategic Planning, Cardinia Shire Council, PO Box 7, Pakenham 3810.

Planning and Environment Act 1987

HUME PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C61

The Roads Corporation (trading as VicRoads) has prepared Amendment C61 to the Hume Planning Scheme.

The land affected by the Amendment is located on the east side of Mickleham Road between Alanbrae Terrace, Attwood, and north of Barrymore Road, Greenvale.

The Amendment proposes to change the Hume Planning Scheme by indicating the land to be reserved for future duplication of Mickleham Road. The proposed Amendment includes associated changes to overlay maps and schedules in the Hume Planning Scheme.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment at the following locations: at the office of the planning authority, VicRoads Business Information Centre, 60 Denmark Street, Kew and VicRoads Northern City Projects, 814 Cooper Street, Somerton; at the Department of Sustainability and Environment, Planning Information Centre, 8 Nicholson Street, East Melbourne; and at the City of Hume, 1079 Pascoe Vale Road, Broadmeadows.

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

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

The closing date for submissions is 8 August 2005. A submission must be sent to the Manager Planning Investigations, VicRoads, 60 Denmark Street, Kew, Vic. 3101.

CLIVE MOTTRAM
Manager
Planning Investigations

Planning and Environment Act 1987

SWAN HILL PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C19

Authorisation No. A39

The Swan Hill Rural City Council has prepared Amendment C19 to the Swan Hill Planning Scheme.

The land affected by the Amendment is a portion of the Yana Street road reserve located in the south east corner of the Yana Street

deviation 350 metres north of Werril Street, Swan Hill. The subject site is a 4832m² parcel of unused Crown land road reserve, located on the east side of Yana Street, adjacent to CA7 and CA21A, Yana Street, Swan Hill.

The site is located approximately 600 metres south of the entrance to the Ken Harrison Sporting Complex and immediately south of the irrigation channel crossing Yana Street near Charlie Gray Close.

The Amendment applies the Road Closure Overlay (RXO) to a portion of Government road reserve to identify the closure of the portion of road and rezones the land from Road Zone 2 (RDZ2) to Low Density Residential Zone (LDRZ).

The Amendment will enable the surplus parcel of land to be closed as a road and sold to the adjoining owner for development. The proposed Low Density Residential zoning will provide for the development and use of the land for housing. This use is compatible with other surrounding land uses.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment at the following locations: at the office of the planning authority, Swan Hill Rural City Council, 45 Splatt Street, Swan Hill 3585; at the Department of Sustainability and Environment, North West Regional Office, 1 Taylor Street, Epsom 3551; and at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, Melbourne 3000.

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

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

The closing date for submissions is 5.00 pm Thursday 11 August 2005. A submission must be sent to: John Weekley, Development Manager, Swan Hill Rural City Council, PO Box 488, Swan Hill 3585.

DAMIEN MOLONEY
Chief Executive Officer

Planning and Environment Act 1987**Environment Effects Act 1978****WYNDHAM PLANNING SCHEME**

Notice of Amendment

Amendment C71

Environment Effects Statement

Authorisation No. A0017

Proposed Wyndham Cove Marina Development

Wyndham Cove Marina Pty Ltd proposes to develop a marina complex and housing on land near the end of Duncans Road in Werribee South, Victoria. The development would provide a marina and safe boat harbour with wet berths and dry storage, associated marina facilities, commercial and retail floorspace, restaurants, dwellings in detached houses and apartments, open space and wetlands.

An existing Special Use Zone in the Wyndham Planning Scheme provides for development of a marina and safe boat harbour and associated onshore development at Werribee South including commercial and retail floorspace and tourist accommodation, however an amendment to the planning scheme is required to enable the Wyndham Cove Marina proposal to proceed.

The Victorian Minister for Planning has determined that an Environment Effects Statement (EES) is required for the proposal under the **Environment Effects Act 1978**.

The Wyndham Cove Marina Development requires approval under the **Commonwealth Environment Protection and Biodiversity Act 1999** (EPBC Act). The controlling provisions under that Act relate to listed threatened species and communities, listed migratory species protected under international agreements and wetlands of international importance declared under the Ramsar Convention. The Commonwealth has accredited the Victorian EES process to assess the relevant impacts under the EPBC Act.

Wyndham City Council has prepared Amendment C71 to the Wyndham Planning Scheme. The Amendment:

- changes the zoning configuration of the Special Use Zone, Green Wedge Zone and Public Park and Recreation Zone on the land;
- varies the seabed component of the Special Use Zone and extends the area of the Special Use Zone to include all of the offshore marina infrastructure;
- applies a Development Plan Overlay;
- applies an Environmental Audit Overlay;
- creates Schedule 1 to the Public Park and Recreation Zone;
- changes Schedule 1 to the Special Use Zone;
- creates Schedule 9 to the Development Plan Overlay;
- creates an Incorporated Document;
- other minor related changes.

The EES and Amendment C71 relating to the project have been placed on public exhibition from 7 July 2005 until 1 September 2005 and may be examined during normal business hours at the following locations: Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne; Wyndham City Council, Civic Centre, 45 Princes Highway, Werribee; Werribee CBD Library, 177 Watton Street, Werribee; and Heaths Road Library, corner of Heaths Road and Derrimut Road, Werribee.

The EES can be viewed on the proponent's website: www.wyndhamcovemarina.com.au

The Planning Scheme Amendment can be viewed on the DSE website: www.dse.vic.gov.au/planning/amendments

Purchase of the EES and Supplementary Reports

To purchase copies of the EES Main Report and Supplementary Reports contact Wyndham Cove Marina Pty Ltd by email: enquiry@wyndhamcovemarina.com.au or phone: 9684 8613.

	\$
Hard copy of the EES Main Report (including appendices)	50.00
Hard copy of the complete set of Supplementary Reports (3 Volumes)	100.00
Hard copy of individual volumes of the Supplementary Reports	50.00
Hard copy of individual Supplementary Reports	20.00
CD of complete EES Main Report and all Supplementary Reports	10.00

The EES Summary Brochure is available at no cost at all display locations.

Questions

Questions relating to the EES process should be directed to the Dept of Sustainability and Environment: Ashley Stephens, Policy Officer – Policy and Projects Unit, Dept of Sustainability and Environment. Phone: 9655 6923.

Questions relating to the Amendment or planning process should be directed to Council: Planning Department, Wyndham City Council. Phone: 9742 0800.

Questions relating to the project overall should be directed to the Project Managers: Jenny Little, Watsons Pty Ltd. Phone: 5975 4644.

Public Submissions

Interested persons and organisations wishing to comment on either the EES and/or Amendment C71 to the Wyndham Planning Scheme are invited to make written submissions by 5.00 pm 1 September 2005.

Submissions should be forwarded to: Planning Department, Wyndham City Council, 45 Princes Highway, Werribee 3030. Phone: 9742 0800. Fax: 9741 6355.

Submissions lodged in relation to the EES and Amendment C71 will be treated as public documents. Following the public exhibition phase and receipt of submissions it is anticipated that a Panel Inquiry will be convened – submitters may be heard at the public hearings regarding their written submission. The Panel will be appointed under the **Environment Effects Act 1978** and the **Planning and Environment Act 1987**. Persons or organisations lodging submissions should state whether or not they wish to be heard at the Panel hearings.

Copies of all submissions received on the exhibited documents will be forwarded to Department of Sustainability and Environment.

It is anticipated that the Panel will hold a Directions Hearing in October 2005 to establish the directions and timetable for the proponent and other submitters, as well as provide an opportunity for questions on the Panel Inquiry process.

The Panel hearings are expected to commence in October/November 2005. Prior to the commencement of the hearings the Panel will circulate a timetable. Submitters wishing to be heard should commence preparations for the hearings well in advance.

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, ABN 68 064 593 148, 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 13 September 2005 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.

CORBETT, Ronald Leslie, formerly of 1/1 Stockton Avenue, Ferntree Gully, but late of Unit 1, 1 Stockton Avenue, Ferntree Gully, Victoria 3156, retired, and who died on 2 June 2005.

FREEMAN, Thomas Elliott, late of Flat 6, 635 Drummond Street, Carlton North, Victoria, and who died on 11 March 2005.

HERBERT, Norman George, late of 6 Chave Court, Laverton, Victoria, security officer, and who died on 4 June 2000.

KIRCOS, Athena, also known as Athina Kircos, formerly of 10 Codrington Street, Sale, Victoria, but late of Lonsdale House Nursing Home, 88 Cunningham Street, Northcote, Victoria, pensioner, and who died on 12 May 2005.

LA ROSA, Claudia, late of Unit 1, 22 Crookston Road, Reservoir, pensioner, and who died on 28 March 2005.

MILLER, Nancye Mary, formerly of Flat 9, 91 Hotham Street, East St Kilda, but late of Newcomb Private Nursing Home, 117 Helms Street, Newcomb, Victoria, retired, and who died on 8 June 2005.

SPUNNER, Kathleen Helga, formerly of 101 Raglan Street, South Melbourne, Victoria, but late of Villa Maria Nursing Home, 101 Lewisham Road, North Prahran, Victoria, pensioner, and who died on 2 May 2005.

TOMMASI, Terence Matthew, late of Eastwood Hostel, Kingston Centre, Warrigal Road, Cheltenham, pensioner, and who died on 20 March 2005.

WILSON, Terence, late of Homewood Residential Aged Care, 8 Young Road, Hallam, and who died on 17 June 2005.

Dated 6 July 2005

DAVID BAKER
Manager
Executor and Trustee Services

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, ABN 68 064 593 148, 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 7 September 2005 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.

BRAY, Myrtle Arnott, formerly of 47 Northam Road, East Bentleigh, but late of 21 St Kilda Crescent, Tweed Heads, NSW 2485, widow, and who died on 18 April 2005.

BROWN, Alfred Frederick, late of Princes Park Lodge, 238 High Street, Maryborough, retired, and who died on 3 April 2005.

BOWMAN, Mary Mabel, late of Island School Road, Gunbower, and who died on 18 August 2001.

CHARGE, Doris Marjorie Theresa, late of 15 First Avenue, Rosebud, Victoria 3939, home duties, and who died on 14 June 2005.

GARE, John Anthony, late of 40 Kent Street, Knoxfield, retired, and who died on 2 December 2004.

KEON, Clarice Marian, late of 2 Cowper Street, Essendon North, pensioner, and who died on 14 April 2005.

McCULLOCH, Catherine Hilda, late of Andrina Private Nursing Home, 360 New Street, Brighton, Victoria, pensioner, and who died on 3 June 2005.

PRINGLE, Andrew Stewart, late of 110/380 Russell Street, Melbourne, and who died on 17 June 2004.

SMITH, Keith John, late of 168 Williamstown Road, Footscray, Victoria, labourer, and who died on 12 February 2004.

SMITH, Una Marianne, late of Flat 1, 23 Park Street, St Kilda, Victoria 3182, and who died on 19 March 2005.

Dated 30 June 2005

DAVID BAKER
Manager
Executor and Trustee Services

Children's Services Act 1996

NOTICE OF EXEMPTION

Under section 6 of the **Children's Services Act 1996** ("the Act"), the Acting Minister for Children, Acting Minister for Community Services hereby declares that the Eileen Taylor Kindergarten, Licence Number 824 ("the service") is exempt from the qualified staff members requirements as set out in Regulation 24 of the Children's Services Regulations 1998.

The exemption is granted subject to the conditions that the proprietor must ensure that whenever children are being cared for or educated by the service:

1. The number of staff members as set out in Regulation 24 are caring for or educating the children.
2. The staff members must include a staff member who holds a primary teaching qualification.

Note: An early childhood qualified teacher will monitor the delivery of the kindergarten program.

This exemption remains in force until 31 December 2005.

Dated 23 June 2005

GAVIN JENNINGS MLC
Acting Minister for Children
Acting Minister for Community Services

Children's Services Act 1996

NOTICE OF EXEMPTION

Under section 6 of the **Children's Services Act 1996** ("the Act"), the Acting Minister for Children, Acting Minister for Community Services hereby declares that Beagles Childcare Centre, Licence Number 10578 ("the service") is exempt from the qualified staff members requirements as set out in Regulation 24 of the Children's Services Regulations 1998.

This exemption is granted subject to the conditions that the proprietor must ensure that:

1. Whenever children are being cared for or educated by the service, the number of staff members as set out in Regulation 24 are caring for or educating the children;
2. No more than one nominated staff member is employed in place of qualified staff; and

3. The nominated staff member is undertaking a course to attain a post-secondary early childhood qualification recognised under Regulation 25.

This exemption remains in force until 31 December 2005.

Dated 23 June 2005

GAVIN JENNINGS MLC
Acting Minister for Children
Acting Minister for Community Services

Children's Services Act 1996

NOTICE OF EXEMPTION

Under section 6 of the **Children's Services Act 1996** ("the Act"), the Acting Minister for Children, Acting Minister for Community Services hereby declares that Violet Town Occasional Care, Licence Number 10709 ("the service") is exempt from the qualified staff members requirements as set out in Regulation 24 of the Children's Services Regulations 1998.

This exemption is granted subject to the conditions that the proprietor must ensure that:

1. Whenever children are being cared for or educated by the service, the number of staff members as set out in Regulation 24 are caring for or educating the children;
2. No more than one nominated staff member is employed in place of qualified staff; and
3. The nominated staff member is undertaking a course to attain a post-secondary early childhood qualification recognised under Regulation 25.

This exemption remains in force until 31 December 2005.

Dated 23 June 2005

GAVIN JENNINGS MLC
Acting Minister for Children
Acting Minister for Community Services

Children's Services Act 1996

NOTICE OF EXEMPTION

Under section 6 of the **Children's Services Act 1996** (the Act), the Minister for Children, Minister for Community Services hereby declares that the Castlemaine Child Care Centre, Licence ID 720 (the service) is exempt from the qualified staff member's requirement as set out in Regulation 24 of the Children's Services Regulations 1998.

The exemption is granted subject to the conditions that the proprietor must ensure that whenever children are being cared for or educated by the service:

1. the number of staff members as set out in Regulation 24 are caring for or educating the children;
2. the staff members must include a staff member who holds a primary teaching qualification and is currently enrolled and attending a post-secondary early childhood qualification course recognised under Regulation 25.

Note: An early childhood qualified teacher will monitor the delivery of a preschool program.

This exemption remains in force until 31 December 2005 unless revoked earlier.

Dated 16 June 2005

HON SHERRYL GARBUTT MP
Minister for Children
Minister for Community Services

Children's Services Act 1996

NOTICE OF EXEMPTION

Under section 6 of the **Children's Services Act 1996** ("the Act"), the Minister for Children, Minister for Community Services hereby declares that Wendouree Children's Centre, Licence Number 145 ('the service') is exempt from regulation 42(2) and 42(3) of the Children's Services Regulations 1998.

This exemption is granted subject to the conditions that:

1. The licensee shall provide at that service a children's room with a floor area allowing the average space of three square metres for each child using that room.
2. The licensee of the service will comply with regulation 42(2) and 42(3) at the expiry of this exemption period.

This exemption remains in force until 1 June 2006 unless revoked earlier.

Dated 1 March 2005

HON SHERRYL GARBUTT MP
Minister for Children
Minister for Community Services

Children's Services Act 1996

NOTICE OF EXEMPTION

Under section 6 of the **Children's Services Act 1996** ("the Act"), the Acting Minister for Children, Acting Minister for Community Services hereby declares that the Airport Day Nursery Licence Number 1821 ("the service") is exempt from regulations 42(2) and 42(3) of the Children's Services Regulations 1998.

This exemption is granted subject to the conditions that:

1. The licensee of the service shall provide at that service a children's room with a floor area allowing the average space of 2.57 square metres for each child using that room.
2. The licensee of the service will comply with regulation 42(2) and 42(3) at the expiry of this exemption period.
3. This exemption remains in force until 1 June 2006 unless revoked earlier.

Dated 23 June 2005

GAVIN JENNINGS MLC
Acting Minister for Children
Acting Minister for Community Services

Children's Services Act 1996

NOTICE OF EXEMPTION

Under section 6 of the **Children's Services Act 1996** ("the Act"), the Acting Minister for Children, Acting Minister for Community Services hereby declares that the ABC Developmental Learning Centre – Blackburn, Licence Number 2749 ("the licensee") is exempt from Regulation 46 of the Children's Services Regulations 1998.

This exemption is granted subject to the conditions that:

1. A staff member accompanies, supervises and assists children using toilets.
2. The licensee will ensure that children using junior toilets at the service can be observed by a staff member from the room or rooms, which those toilets serve at the expiry of this notice.

This exemption remains in force until 1 June 2006 unless revoked earlier.

Dated 23 June 2005

GAVIN JENNINGS MLC
Acting Minister for Children
Acting Minister for Community Services

Children's Services Act 1996

NOTICE OF EXEMPTION

Under Section 6 of the **Children's Services Act 1996** (the Act), the Acting Minister for Children, Acting Minister for Community Services hereby declares that the Gardiner Preschool Inc, Licence No. 2195 (the service) is exempt from Regulations 42(2) and 42(3) of the Children's Services Regulations 1998.

This exemption is granted subject to the conditions that:

1. The licensee shall provide at that service a children's room with a floor area allowing the average space of 3 square metres for each child using that room.
2. The licensee of the service will comply with Regulation 42(2) and 42(3) at the expiry of the exemption period.

This exemption remains in force until 1 June 2006 unless revoked earlier.

Dated 23 June 2005

GAVIN JENNINGS MLC
Acting Minister for Children
Acting Minister for Community Services

2. The licensee of the service ensures that:

- (a) one hand basin or trough with spray tap be provided for up to fifteen children; and
- (b) for every subsequent twenty children or portion of twenty children: one basin or trough with spray tap.

3. A staff member accompanies, supervises and assists children using toilets.

4. The licensee will ensure that children using junior toilets at the service can be observed by a staff member from the room or rooms, which those toilets serve at the expiry of this notice.

5. The licensee of the service will comply with regulation 45(a) and 45(b) at the expiry of this notice.

This exemption remains in force until 1 June 2006 unless revoked earlier.

Dated 1 July 2005

HON BRONWYN PIKE MP
Acting Minister for Children
Acting Minister for Community Services

Children's Services Act 1996

NOTICE OF EXEMPTION

Under section 6 of the **Children's Services Act 1996** ("the Act"), the Acting Minister for Children, Acting Minister for Community Services hereby declares that the Braxholme Kindergarten Licence Number 2889 ("the licensee") is exempt from regulation 45(a), 45(b) and 46 of the Children's Services Regulations 1998.

This exemption is granted subject to the conditions that:

1. The licensee shall ensure the service includes a washroom or rooms with washing and sanitary facilities; and
 - (a) Toilets shall be provided at the rate of one for every 15 or portion of 15 children up to 60 and at the rate of one for every 25 children or portion of 25 children in excess of 60, and unless otherwise approved shall be separated from each other by partitions 900mm to 1.5 metres high and at least 150mm clear of floor and shall open off the washroom; and
 - (b) urinals may be used in lieu of not more than half the number of required toilets.

Children's Services Act 1996

NOTICE OF EXEMPTION

Under section 6 of the **Children's Services Act 1996** ("the Act"), the Acting Minister for Children, Acting Minister for Community Services hereby declares that the Coolabindi Child Care Centre Licence Number 1054 ("the service") is exempt from regulation 42(2) and 42(3) of the Children's Services Regulations 1998.

This exemption is granted subject to the conditions that:

1. The licensee shall provide at that service a children's room with a floor area allowing the average space of 2.75 square metres for each child using that room.
2. The licensee of the service will comply with regulation 42(2) and 42(3) at the expiry of this exemption period.

This exemption remains in force until 31 December 2005 unless revoked earlier.

Dated 1 July 2005

HON BRONWYN PIKE MP
Acting Minister for Children
Acting Minister for Community Services

Electricity Industry Act 2000

ENERGY AUSTRALIA PTY LTD
(ABN 24 070 374 293) AND
IPower PTY LTD (ACN 111 267 228)
TRADING AS THE
EA-IPR RETAIL PARTNERSHIP
Notice of Grant of Licence

The Essential Services Commission gives notice under section 30 of the **Electricity Industry Act 2000** (EI Act) that it has, pursuant to section 19 of the EI Act, granted a licence to Energy Australia Pty Ltd (ABN 24 070 374 293) and IPower Pty Ltd (ACN 111 267 228) trading as the EA-IPR Retail Partnership to sell (retail) electricity in Victoria otherwise than through the National Electricity Market.

A copy of the licence is available on the Commission's website located at <http://www.esc.vic.gov.au> or a copy can be obtained by contacting the Commission's reception on (03) 9651 0222.

Dated 28 June 2005

JOHN C. TAMBLYN
Chairperson

Electricity Industry Act 2000

NOTIFICATION OF
VARIATION TO LICENCE

The Essential Services Commission gives notice under section 30 of the **Electricity Industry Act 2000** (EI Act) that it has, pursuant to section 29(1)(c) of the EI Act, varied the electricity trader licence of the State Electricity Commission of Victoria (SECV) trading as Vicpower Trading

1. to provide for a contractual arrangement with the Pacific Hydro group of companies to obtain power from the Portland Wind Power Project for the Alcoa facility at Portland; and
2. update the licence by removing redundant clauses and references to the Commission's predecessor, the Office of Regulator-General.

A copy of the licence is available on the Commission's website located at <http://www.esc.vic.gov.au> or a copy can be obtained by contacting the Commission on (03) 9651 0222.

Dated 8 June 2005

JOHN C. TAMBLYN
Chairperson

Gas Industry Act 2001

ENERGY AUSTRALIA PTY LTD
(ABN 24 070 374 293) AND
IPower PTY LTD (ACN 111 267 228)
TRADING AS THE EA-IPR RETAIL
PARTNERSHIP (ABN 67 269 241 237)
Notice of Grant of Licence

The Essential Services Commission gives notice under section 39 of the Act that it has, pursuant to section 23 of the Act, issued a licence to Energy Australia Pty Ltd (ABN 24 070 374 293) and IPower Pty Ltd (ACN 111 267 228) trading as the EA-IPR Retail Partnership (ABN 67 269 241 237) to retail gas for supply and sale in Victoria.

A copy of the licence is available on the Commission's website located at <http://www.esc.vic.gov.au> or a copy can be obtained by contacting the Commission's reception on (03) 9651 0222.

Dated 28 June 2005

JOHN C. TAMBLYN
Chairperson

Electoral Act 2002

DE-REGISTRATION OF POLITICAL PARTY

In accordance with Section 56 of the **Electoral Act 2002**, the Hope Party Victoria ethics equality ecology is hereby de-registered.

Dated 5 July 2005

STEVE TULLY
Victorian Electoral Commission

Electoral Boundaries Commission Act 1982

REDIVISION OF
VICTORIAN LEGISLATIVE COUNCIL
ELECTORAL BOUNDARIES

Display of proposed boundaries

The Electoral Boundaries Commission (EBC) has proposed electoral boundaries for Victoria's eight new Legislative Council regions. Under section 10A of the **Electoral Boundaries Commission Act 1982**, the EBC is required to exhibit maps of each proposed electoral region at every municipal council office.

A publication containing all of the proposed regions has been provided to each municipal council and will be available for inspection at council offices during normal business hours between 11 July and 8 August 2005.

The proposed boundaries will also be available for inspection at the Victorian Electoral Commission (VEC), Level 8, 505 Little Collins Street, Melbourne, between 7 July and 8 August 2005, and can be downloaded from the VEC's website, www.vec.vic.gov.au.

Suggestions or objections about proposed boundaries

Any person or organisation may lodge a written suggestion or objection about the proposed boundaries with the EBC.

Written suggestions or objections may be posted or delivered to: The Secretary, Electoral Boundaries Commission, Level 8, 505 Little Collins Street, Melbourne, Vic. 3000 (four copies required); emailed to LCredivision@vec.vic.gov.au; or faxed to (03) 9629 8632.

Suggestions and objections should address the matters set out in section 9 of the **Electoral Boundaries Commission Act 1982**.

A suggestion or objection should indicate whether the person making it wishes in addition to make an oral submission to the EBC.

Written suggestions and objections become public documents available for inspection at the EBC office and the VEC website, www.vec.vic.gov.au.

The deadline for lodging suggestions or objections is 5.00 pm Monday 8 August 2005. Enquiries: Telephone (03) 9299 0732.

Dated 7 July 2005

PAUL THORNTON-SMITH
Secretary
Electoral Boundaries Commission

Land Acquisition and Compensation Act 1986

NOTICE OF ACQUISITION

Compulsory Acquisition of Interest in Land

East Gippsland Shire Council declares that by this notice it acquires the freehold interest in the land described as:-

Allotment 29, Section C, Parish of Buchan, Crown Grant Volume 5682, Folio 251.

Published with the authority of East Gippsland Shire Council.

Mineral Resources Development Act 1990

EXEMPTION FROM EXPLORATION LICENCE OR MINING LICENCE

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

1. hereby exempt all that Crown land situated within the boundaries of exploration licence applications 4887, 4889 and 4890 that have been excised from the applications, 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 or licence, at the expiration of 28 days after the said land ceases to lie within the boundaries of the application or licence.

Dated 29 June 2005

RICHARD ALDOUS
Executive Director
Minerals and Resources

Victorian Institute of Teaching Act 2001

NOTIFICATION OF REGISTRATION OF A TEACHER

Pursuant to section 25 of the **Victorian Institute of Teaching Act 2001** the Victorian Institute of Teaching must disqualify a registered teacher from teaching and cancel their registration where that person has been convicted or found guilty at anytime in Victoria, or elsewhere, of a sexual offence.

If the finding or conviction of a registered teacher is quashed on appeal then the disqualification from teaching and the cancellation of their registration ceases from the date the finding or conviction was quashed.

On 28 April 2005 Terrence James Wescott (date of birth: 21 September 1948) was convicted of knowingly possessing child pornography in breach of section 70 of the **Crimes Act 1958** (Vic).

On 28 April 2005 Terrence James Wescott was disqualified from teaching and his registration as a teacher in Victoria was cancelled from 11 May 2005.

On 26 May 2005 an appeal against the conviction was upheld and the charges against Terrence James Wescott dismissed.

On 26 May 2005 Terrence James Wescott was reinstated to the Register of Teachers and he is a registered teacher and qualified to teach.

Dated 30 June 2005

PETER RYAN
Chairperson
Disciplinary Proceedings Committee
Victorian Institute of Teaching

Victorian Institute of Teaching Act 2001

NOTIFICATION CANCELLING REGISTRATION OF A TEACHER

Pursuant to section 42 of the **Victorian Institute of Teaching Act 2001** (the Act) the Victorian Institute of Teaching may find a teacher guilty of serious misconduct and/or unfit to teach and may make a determination pursuant to sub-section 42(2) including cancelling the registration of a teacher.

On 26 May 2005 Peter Papageorgiou was found guilty of serious misconduct and was considered unfit to teach.

On 26 May 2005 Peter Papageorgiou was disqualified from teaching and his registration as a teacher in Victoria was cancelled from 26 May 2005.

Dated 29 June 2005

PETER RYAN
Chairperson
Disciplinary Proceedings Committee
Victorian Institute of Teaching

Subordinate Legislation Act 1994

NOTICE OF DECISION

Proposed Safe Drinking Water Regulations 2005

I, Bronwyn Pike, Minister for Health, give notice under section 12 of the **Subordinate Legislation Act 1994** ("the Act") that the proposed Safe Drinking Water Regulations 2005 have been the subject of a regulatory impact statement.

In September 2004, public comments and submissions were invited as required by section 11 (1) of the Act. Twenty-six submissions were

received in response to this invitation. The submissions have been considered as required by section 11 (3) of the Act and have resulted in a number of amendments to the proposed regulations.

I have decided that the proposed Safe Drinking Water Regulations 2005 should be made with the following amendments:

- amending the definition of the term "hazard";
- specifying that the number of water sampling points for each water sampling locality must not be less than a number that is reasonably necessary;
- simplifying the list of documents that must be inspected as part of the risk management plan audit;
- simplifying the description of the quality standards for drinking water;
- expressly allowing for circumstances where samples of water are collected on behalf of a water supplier;
- adding disinfection or treatment chemicals to the list of matters to be considered when determining whether to vary the sampling frequency and deleting the obligation that the water sampling points must be specified in a notice;
- providing more specific rules regarding the circumstances under which analysis of drinking water for the parameters listed in Schedule 2 must be carried out;
- amending the information that must be given to the Secretary in relation to this analysis and renumbering this regulation;
- amending the regulation pertaining to approval of analysts, including conditions under which approval is made, denied or revoked and renumbering this regulation;
- amending the additional details to be included in annual reports;
- amending Schedule 2 to simplify the headings, the calculations for compliance for disinfection and water treatment by-products, specifying the sample volume for *Escherichia coli* and the time period for compliance for turbidity; and
- minor typographical corrections.

Dated 5 July 2005

HON BRONWYN PIKE MP
Minister for Health

Electricity Industry Act 2000

AGL ELECTRICITY LIMITED ABN 82 064 651 083

Standing Offer Terms and Conditions for Electricity

IMPORTANT NOTE

In November 2001, AGL Electricity Limited (*AGL*) published in accordance with the requirements of the **Electricity Industry Act 2000** its standing offer terms and conditions for the sale and *supply* of electricity to its *small business customers* and *domestic customers* and to its former franchise customers. Those terms and conditions were approved by the Office of the Regulator-General, Victoria, and commenced to be effective from 1 January 2002.

The Essential Services Commission replaced the electricity retail code with the *energy retail code* with effect from 1 January 2005. In order to give effect to that change, the requirements of sections 35 and 36 of the **Electricity Industry Act 2000** and AGL's retail licence, AGL now publishes pursuant to section 35 of the **Electricity Industry Act 2000** its terms and conditions for the sale and *supply* of electricity to:

- *customers* who have existing *standing offer contracts* or *deemed contracts* with AGL as at 1 January 2005;
- *small business customers* or *domestic customers* who accept AGL's *standing offer* on or after 1 January 2005; and
- *relevant customers* who are deemed under section 39 of the **Electricity Industry Act 2000** to have a contract with AGL for the sale and *supply* of electricity to a *supply address* after 1 January 2005.

These terms and conditions have been approved by the Essential Services Commission and will be effective from 7 September 2005.

Please note that under *Electricity Law*, if a term or condition of this *electricity contract* is found to be inconsistent with a term or condition of the *energy retail code*, the inconsistent term or condition of this *electricity contract* will be void and the relevant provision of the *energy retail code* will form part of this *electricity contract* in its place.

1. THE PARTIES TO THIS ELECTRICITY CONTRACT

This *electricity contract* is made between:

AGL Electricity Limited (ABN 82 064 651 083) of Level 2, 333 Collins Street, Melbourne (in this *electricity contract* referred to as 'we', 'our' or 'us'); and

You, the *customer* to whom these terms and conditions are expressed to apply under clause 2 (in this *electricity contract* referred to as 'you' or 'your').

2. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

These terms and conditions will apply to you if:

- (a) you had a *standing offer contract* or *deemed contract* with us for your *supply address* immediately prior to 1 January 2005;
- (b) you are a *domestic customer* or a *small business customer* and you chose to accept our *standing offer* to purchase electricity from us for your *supply address* on or after 1 January 2005; or
- (c) you are a *relevant customer* who is deemed under section 39 of the **Electricity Industry Act 2000** to have an *electricity contract* with us for the sale and *supply* of electricity to you at your *supply address* on or after 1 January 2005.

3. WHAT IS THE TERM OF YOUR CONTRACT?**3.1 When will these terms and conditions begin to apply to you?**

If you had a *standing offer contract* or *deemed contract* with us for your *supply address* immediately prior to 1 January 2005, these terms and conditions will replace the terms and conditions of that *standing offer contract* or *deemed contract* on and from 1 January 2005.

Otherwise, these terms and conditions will commence to apply to you and your *electricity contract* with us in relation to your *supply address* will start:

- (a) where clause 2(b) applies, on the day that you accept our *standing offer* or if you are *transferring* to us from another retailer, on the day that you give your *consent* (whichever happens last); or
- (b) where clause 2(c) applies, on the day that you commence to take a *supply* of electricity from us at your *supply address*.

3.2 When will our obligation to sell you electricity start?

Despite clause 3.1, our obligation under this *electricity contract* to sell you electricity at your *supply address* and your obligation to pay us for electricity consumed at your *supply address* will not commence until:

- (a) we are *responsible* for your *supply address*; and
- (b) if your new *electricity contract* is replacing an existing *electricity contract* with us for your *supply address*, when any cooling-off rights that you may have under clause 3.3 in relation to the new *electricity contract* expire.

3.3 You may be entitled to a cooling-off period

You may have the right under the **Fair Trading Act 1999** or under clause 23 of the *energy retail code* (being one of the clauses of the *energy retail code* which has been incorporated by reference into this *electricity contract* by clause 25(c) of these terms and conditions) to cancel your *standing offer contract* by giving us a notice to that effect during the *cooling off period* for that *electricity contract*.

If you do have that right, we will dispatch to you within 2 business days of the date on which your *electricity contract* started under clause 3.1(b), a notice explaining that right to you and setting out all other details referred to in the *energy retail code* or required by the **Fair Trading Act 1999** to be included in that notice.

We will also dispatch to you at the same time, a document setting out your *standard tariff* and the other terms and conditions of your *electricity contract*. We will do this regardless of whether or not you have a right to cancel your *electricity contract* under the **Fair Trading Act 1999** (or under clause 23 of the *energy retail code*, being one of the clauses of the *energy retail code* which has been incorporated by reference into this *electricity contract* by clause 25(c) of these terms and conditions).

3.4 How can your electricity contract be ended?

Subject to clause 3.5, your *electricity contract* can be brought to an end in the following ways:

- (a) if you have a *standing offer contract*, by you giving to us 28 days notice that you wish to stop purchasing electricity from us for your *supply address*;
- (b) if you have a *deemed contract* by you entering into a new *electricity contract* with another retailer for your *supply address*;
- (c) if you have a *deemed contract* under section 39 of the **Act** for the sale and supply of electricity to you at your *supply address*, at the end of the period covered by the second bill issued by us to you or when that *deemed contract* otherwise ends under section 39 of the **Electricity Industry Act 2000**;
- (d) by entering into a new agreement with us for the sale of electricity to you at your *supply address*;
- (e) when under clause 15 you cease to be responsible to pay for electricity consumed at your *supply address*; or
- (f) if you are in breach of this *electricity contract*:
 - (i) by notice to you but only if we have the right under clause 13 to disconnect your *supply address* if that breach is not remedied and we have

first complied with the disconnection and other procedures set out in clause 13 and you no longer have the right under clause 14 to have your *supply address* reconnected; or

- (ii) when you *transfer* to another retailer in respect of your *supply address*, whichever occurs first.

The ending of this *electricity contract* will not affect any rights or obligations which may have accrued under this *electricity contract* prior to that time.

3.5 **We will notify you before the expiry of any fixed term contract**

If your *electricity contract* is a *fixed term contract* we will send you a notice (no sooner than two months before, and no later than one month before, the expiry of the fixed term) telling you:

- (a) that your *electricity contract* is due to expire;
- (b) when the expiry will occur;
- (c) what tariff and terms and conditions will apply to you after the expiry of the fixed term if you do not exercise any other option; and
- (d) what your other options are – for example:
 - (i) asking your local retailer (which could be us) to make you a standing offer in relation to your *supply address*; or
 - (ii) entering into a market contract with us or any other retailer in relation to your *supply address*.

Unless you enter into another *electricity contract* for your *supply address* with us or another retailer before your fixed term expires, your current *electricity contract* with us for that *supply address* will continue at the tariff and on the terms and conditions notified to you by us in our earlier notice under this clause 3.5.

3.6 **Your electricity contract will not end until certain conditions are satisfied**

Despite clause 3.4, the termination of your *electricity contract* will not be effective until:

- (a) if your *electricity contract* has ended because you have entered into a new *electricity contract* with us for your *supply address*, the expiry of any *cooling-off period* in relation to that new *electricity contract*;
- (b) if your *electricity contract* has ended because you want to *transfer* to another retailer in relation to your *supply address*, your new retailer becomes *responsible* for that *supply address*; or
- (c) if your *electricity contract* has ended because your *supply address* has been disconnected, when you no longer have the right under clause 14 to have that *supply address* reconnected,

whichever occurs last.

4. **SCOPE OF THIS ELECTRICITY CONTRACT**

4.1 **What is covered by this electricity contract?**

Under this *electricity contract* we agree to sell (and arrange for your *distributor* to *supply*) electricity to you at your *supply address* and to perform our other obligations under this *electricity contract*.

In return, you are required to pay our charges from time to time and perform your other obligations under this *electricity contract*.

Subject to section 36 of the **Electricity Industry Act 2000** and the terms of the *energy retail code*, this *electricity contract* sets out your entire agreement with us in relation to the sale and *supply* of electricity to you at your *supply address* and will replace any previous *electricity contract* we may have had with you concerning those issues as soon as our

obligation to sell you electricity at your **supply address** and your obligation to pay us for electricity consumed at your **supply address** commences under clause 3.1.

4.2 **As a retailer we do not control or operate the distribution system**

You acknowledge that:

- (a) in our capacity as your retailer, we do not control or operate the **distribution system** which **supplies** electricity to your **supply address**; and
- (b) as your retailer we cannot control the quality, frequency and continuity of the **supply** of electricity that we sell to you at your **supply address**.

However, we will arrange for:

- (c) the **supply** of electricity to your **supply address** by your **distributor** via its **distribution system** which meets the requirements of **Electricity Law**; and
- (d) the provision of **excluded services** (such as connection, disconnection or reconnection) by your **distributor** in relation to your **supply address**,

under the terms of our agreement with your **distributor** for the provision of those services to our **customers**.

4.3 **Our responsibility for quality and reliability of the electricity supply**

Subject to clause 16.1, you acknowledge that:

- (a) it is an inherent part of **supplying** electricity that variations in voltage and frequency will occur from time to time; and
- (b) we cannot and do not make any representations concerning:
 - (i) the quality or frequency of the electricity delivered by your **distributor** to your **supply address**;
 - (ii) the occurrence of any power surges or power dips which may affect the **supply** of electricity to your **supply address**; or
 - (iii) the continuity of the **supply** of electricity to your **supply address** via the **distribution system** (and in particular, as to the number or length of any interruptions to the **supply** of electricity to your **supply address**).

5. **NEW CUSTOMERS OR NEW CONNECTIONS**

This clause 5 only applies if you do not currently purchase electricity for your **supply address** from us.

If you would like to accept our **standing offer** but your **supply address** is not already connected to the **distribution system**, we can arrange on your behalf for your **distributor** to connect your **supply address** to its **distribution system**.

However, before we can arrange for this to occur we will need certain information from you. In addition, depending upon your circumstances you may need to satisfy some pre-conditions before your **supply address** can be connected. Some examples of these pre-conditions are set out in the last paragraph of this clause 5. We will tell you before you accept our **standing offer** if you need to satisfy any pre-conditions.

We will contact your **distributor** by no later than the next business day after we receive your application for connection or after this **electricity contract** starts under clause 3.1 (whichever occurs last) to arrange for the connection of your **supply address** to the **distribution system**.

If your **supply address** is already connected to the **distribution system** and you would like to accept our **standing offer** but you are not currently purchasing electricity from us at that **supply address**, we may ask you to provide us with certain information.

In both cases this could include the provision by you of **acceptable identification**, the payment of any applicable charges for **excluded services**, the installation of new metering

equipment, the completion of any required *transfer* process in relation to your *supply address* or the provision of a *refundable advance*.

6. PRICE FOR ELECTRICITY AND OTHER SERVICES

6.1 What are our *standard tariffs* and charges?

Our *standard tariffs* (and other charges which might apply to you) as at 1 January 2005 are described and listed in the last price list we published in the Government Gazette under section 35 of the **Electricity Industry Act 2000**. If you ask us, we will provide you with a copy of our price list applying at the time that you ask.

6.2 Which tariff applies to you?

Our price list describes each category of *standard tariff* and explains the conditions that need to be satisfied for each category before it can apply to you.

If you enter into a *standing offer contract* with us for your *supply address* on or after 1 January 2005, you can nominate which category of *standard tariff* you want to apply to you.

As long as we are satisfied that you meet the necessary conditions for that category, we will assign you to that category of *standard tariff*.

Otherwise, you will be assigned to the category of *standard tariff* which is the most appropriate to your circumstances given the information that we have at that time (for example, if you have an existing *standing offer contract* or *deemed contract* as at 1 January 2005). We will notify you of that category of *standard tariff* in your next bill. Please note that it is your responsibility to assess and determine whether the category of *standard tariff* to which you have been assigned is in fact the most appropriate for your circumstances.

If at any time you can demonstrate to us that you satisfy the conditions applying to another category of *standard tariff*, you may apply to transfer to that alternative category of *standard tariff*.

Where you transfer from one category of *standard tariff* to another and that transfer requires a change to the meter at your *supply address*, the effective date of the transfer (for billing and other purposes) will be the date on which the new meter becomes operational.

6.3 Changes to our *standard tariffs*

We can vary our *standard tariffs* and/or the categories or rates of our *standard tariffs*, at any time by notice published in the Government Gazette. However, if we are required by an *Electricity Law* to follow a specific process before varying our *standard tariffs* we will comply with that process.

Any variation to our *standard tariffs* will take effect from the date specified in the notice published in the Government Gazette.

We will notify you of any changes to our *standard tariff* applying to you as soon as practicable after notice of that variation is published in the Government Gazette and, in any event, with your next bill.

6.4 Change in circumstances

In some cases, the continued application of a category of *standard tariff* to you, or to your *supply address* will depend on whether you continue to satisfy the conditions applying to that category (for example, where the nature of your usage of electricity at your *supply address* changes). If this is the case:

- (a) you must inform us of any change which may impact upon your ability to satisfy any of the conditions applying to your current category of *standard tariff*; and
- (b) we may require you to transfer to another category of *standard tariff* as a result of that change.

If you fail to inform us of such a change, we may transfer you to another category of *standard tariff* when we become aware of that change and recover from you any amount

undercharged by us as a result of that failure (up to any limit set out in the *energy retail code*).

6.5 **Calculation of bill following a change in tariff**

If your *standard tariff* changes during a *billing cycle* (such as where you change to an alternative category of *standard tariff* or where the rate of your current category of *standard tariff* changes) we will calculate the amount payable by you for electricity supplied during that *billing cycle* on a pro rata basis by using:

- (a) the previous category or rate up to and including the date of the change; and
- (b) the new category or rate from that date to the end of the relevant *billing cycle*, and clearly show the relevant details in your bill.

6.6 **GST**

All amounts specified in our price list are inclusive of **GST**.

However, outside of the amounts specified in our price list there may be other amounts payable or other consideration provided by you or us under this *electricity contract* which:

- (a) are consideration for 'taxable supplies' for the purposes of the **GST Law**; and
- (b) are exclusive of **GST** (if any).

Any such amounts payable (or consideration provided) of this type will be increased by the amount of the **GST** payable by the party making the taxable supply in relation to that taxable supply.

All **GST** payable by a party must be paid at the same time as the payment to which it relates is payable. Where any **GST** is not referable to an actual payment then it must be paid within 10 days of a tax invoice being issued by the party making the taxable supply.

Where any amount is payable to 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.

6.7 **We will pass through the amount charged by your distributor for excluded services**

Your *distributor* sets the prices payable for *excluded services* provided to you in respect of your *supply address*. We will pass through your *distributor's* charges for *excluded services* provided in respect of your *supply address* and these charges will be shown as a separate item in your bill.

7. **BILLING**

7.1 **When bills are sent**

- (a) We will send a bill for the electricity consumed at your *supply address* to you at your *supply address* or at such alternative address as you notify to us from time to time at least once every three months. Unless one of the following paragraphs apply, this will be your *billing cycle*.
- (b) You can agree with us to have a *billing cycle* with a regular recurrent period of less than 3 months. However, our agreement with you will not be effective unless you give your *consent* to that agreement. As part of that agreement, we may also impose an *additional retail charge* for making that different *billing cycle* available.
- (c) If you had a *deemed contract* immediately prior to 1 January 2001, the *billing cycle* applying to you under that *electricity contract* will stay the same for as long as that *electricity contract* continues.

7.2 **Contents of a bill**

The bill will be in a form and contain at least that information:

- (a) referred to in the *energy retail code* from time to time; and

- (b) necessary to allow you to easily verify that the bill conforms with the requirements of this *electricity contract*.

In particular, we will include in each bill we send to you (other than your first bill after your *electricity contract* starts) a graph showing your electricity consumption for your *supply address* for the period covered by that bill and, to the extent that data is available:

- (c) your consumption for each *billing cycle* during the previous 12 months; and
- (d) a comparison of your consumption for the period covered by your bill with your consumption during the same period of the previous calendar year.

7.3 Calculating the bill

At the end of each *billing cycle* we will calculate:

- (a) the amount payable by you for electricity supplied and sold to you at your *supply address* during that *billing cycle*;
- (b) the amount payable for any other services (such as *excluded services*) supplied to you under your *electricity contract* during that *billing cycle*; and
- (c) the amount of any *additional retail charges* in respect of that *billing cycle*.

7.4 You can ask for further information

If you would like further information concerning a bill (such as information concerning the different charges which make up the amount payable) or a copy of all or part of your historical billing data retained by us please contact us.

We will use our best endeavours to provide you with the historical billing data within 10 business days of your request.

We can impose an *additional retail charge* for providing historical billing data if your request does not relate to a genuine complaint made by you and:

- (a) you ask for billing data which is more than 2 years old; or
- (b) you make more than one request in a 12 month period; or
- (c) we are no longer your retailer at the time of your request.

7.5 Your bill will usually be based on a reading of your meter

Unless you have *consented* to a different arrangement (for example, if you have *consented* to a bill smoothing arrangement under clause 7.7) or the *Electricity Law* refers to, permits or requires us to use a different approach in certain circumstances, we will base your bill on a reading of the meter at your *supply address*.

We will arrange for that meter to be read as often as is necessary to enable us to bill you in accordance with this clause 7, but in any event at least once every 12 months, unless we are unable to read your meter during this 12 month period due to any event beyond our control (for example, if you do not give us access to your *supply address* in accordance with clause 17).

7.6 We may issue estimated bills in certain circumstances

If:

- (a) we are unable to reasonably or reliably base a bill on a reading of the meter at your *supply address*; or
- (b) you do not have a meter for your *supply address*; or
- (c) we are otherwise permitted or required to do so under *Electricity Law*,

we may provide you with an estimated bill based on such alternative information as we are entitled to use under *Electricity Law* in your circumstances.

If we subsequently read your meter or obtain any substitute or replacement consumption data determined in accordance with the requirements of *Electricity Law*, any estimated bill

that we have sent to you will be adjusted to take account of the difference between your estimated consumption of electricity used to calculate your estimated bill and that subsequent information.

However, we are not required under the *energy retail code* to make this type of adjustment in relation to certain types of estimated bills (for example, we are required to re-estimate and, if necessary, re-set bills every 6 months and to adjust estimated bills under a bill smoothing arrangement at the end of each 12 month period).

If your meter cannot be read due to your act or omission and you subsequently ask us to replace an estimated bill with a bill based on an actual reading of your meter, we will use our best endeavours to do so. We may charge you an *additional retail charge* in respect of costs incurred in complying with your request in these circumstances.

7.7 We can also issue estimated bills under a bill smoothing arrangement

We can also provide you with estimated bills under a bill smoothing arrangement but only if:

- (a) you have given your *consent* to be billed in this way; and
- (b) we comply with the relevant requirements of the *energy retail code*.

8. PAYING YOUR BILL

8.1 Amount and time for payment

You must pay to us the amount shown on each bill on or before the 'pay by date' specified in that bill (which date will be not less than 12 business days after the date of dispatch).

Subject to the complaint process set out in clause 9, you must pay each bill free of any deduction.

8.2 How to pay

You can pay our bill:

- (a) in person at one of our payment agencies or outlets;
- (b) by mail;
- (c) by direct debit (where you have first agreed in writing with us the amount and frequency of the direct debits and any other details referred to in the *energy retail code*); or
- (d) using any of the other payment methods listed on the bill.

If you ask us, we will also accept payments from you in advance of your bill.

If any payment you make is dishonoured or reversed through your fault and we incur a fee as a result, you must reimburse us for that fee and any other costs which we incur as a result of that breach.

8.3 Difficulties in paying

If you anticipate that you may have difficulties in paying your bill by the 'pay by date', you must contact us as soon as possible to discuss alternative payment arrangements.

If you are a *domestic customer* and you are experiencing repeated difficulties in paying our bills, we will:

- (a) make a timely assessment of your capacity to pay our bills;
- (b) offer you an instalment plan (unless we are excused under the *energy retail code* from the requirement to offer an instalment plan to you in the particular circumstances at that time);
- (c) provide you with:
 - (i) details on concessions including the Utility Relief Grant Scheme;
 - (ii) telephone information on *energy* efficiency and whether an *energy* efficiency audit should be conducted; and
 - (iii) advice on the availability of an independent financial counsellor; and

- (d) comply with any other requirements referred to in the *energy retail code*.

If you are a *small business customer* we will consider any reasonable request from you for an instalment plan. If we agree to enter into an instalment plan with a *small business customer* we can impose an *additional retail charge*.

When offering an instalment plan we will otherwise comply with the requirements of the *energy retail code*.

8.4 Separate goods or services

If beyond the sale of electricity, we agree to provide goods or services to you at your *supply address*, we may include our charges for those goods or services in your bill for electricity as long as:

- (a) we show that charge as a separate item in your bill (together with a description of those goods or services); and
- (b) we apply any payment from you in the manner you direct or if you give us no direction, in a manner referred to in the *energy retail code*.

9. REVIEWING YOUR BILL

If you disagree with the amount you have been charged, you can ask us to review your bill.

If your bill is being reviewed, you are still required to pay the lower of:

- (a) the portion of the bill under review which you do not dispute; or
- (b) an amount equal to the average amount of your bills in the previous 12 months.

If, after conducting a review, we are satisfied that the bill is correct, you must either pay us the unpaid amount or you may ask us to arrange for a meter test to be conducted. If your meter is tested and found to be accurate in accordance with *Electricity Law*, you must pay the cost of that test and any amount of that bill which remains unpaid.

If after conducting a review we find that the bill is incorrect, we will send you a corrected bill. Subject to clause 10, you must pay us any amount which remains unpaid in relation to that corrected bill.

10. OVERCHARGING AND UNDERCHARGING

10.1 Undercharging

If we have undercharged or failed to charge you for any reason, we can recover the amount undercharged from you subject to the following conditions:

- (a) Unless the *energy retail code* states that we are permitted to do so (such as in the case of fraud) we can only recover the amount undercharged:
 - (i) if the undercharging results from a failure of our billing system, during the 9 months prior to the date on which we notify you that the undercharging has occurred; and
 - (ii) otherwise, during the 12 months prior to the date on which we notify you that the undercharging has occurred;
- (b) We can either issue a special bill to you setting out the amount undercharged, or include the amount undercharged in your next bill;
- (c) In either case, we will list the amount as a separate item in that bill and include an explanation of the amount charged. We will not charge you any interest on that amount; and
- (d) You can elect to pay that amount over the same period of time as it took to accumulate that amount.

10.2 Overcharging

Where you have been overcharged:

- (a) we will inform you of the amount overcharged within 10 business days of our becoming aware of the overcharge; and
- (b) if you have already paid the amount overcharged:
 - (i) we will seek your instructions as to whether you would prefer that amount to be refunded by way of a credit in respect of a future bill, a direct payment to you or a payment to another person; and
 - (ii) we will refund the amount overcharged in accordance with your instructions.

We will not be obliged to pay interest on the amount overcharged.

11. SHORTENED COLLECTION CYCLE

If you repeatedly fail to pay amounts due to us by the due date for payment under clause 8.1, we may place you on a shortened collection cycle as long as we have first complied with any pre-conditions referred to in the *energy retail code*. We will notify you within 10 business days of our placing you on a shortened collection cycle.

12. REFUNDABLE ADVANCES**12.1 We can require you to provide us with a refundable advance**

We can require you to provide us with a refundable advance in the circumstances and up to the maximum amount referred to in the *energy retail code*.

12.2 Interest on refundable advances

Where you have paid a refundable advance, we must pay you interest on the amount of that advance at the bank bill rate and in accordance with the other terms and conditions set out in the *energy retail code* in relation to the payment of interest.

12.3 Use of refundable advances

We can only use your refundable advance (and any accrued interest) to offset any amount you owe to us:

- (a) if you fail to pay a bill and this results in the disconnection of your *supply address* and you no longer have a right under clause 14 to have your *supply address* reconnected;
- (b) when you vacate your *supply address*;
- (c) when you request us to arrange for the disconnection of your *supply address*; or
- (d) when you *transfer* to another retailer.

We will account to you for our use of your refundable advance (and any accrued interest), and pay to you any balance remaining in the manner referred to in the *energy retail code*.

12.4 Return of refundable advances

We will repay to you any refundable advance (and any accrued interest) at the time and in the manner referred to in the *energy retail code*.

13. INTERRUPTIONS TO SUPPLY**13.1 Your distributor can interrupt or disconnect supply in certain circumstances**

You acknowledge that under the *Electricity Law* or any deemed distribution contract under section 40A of the *Electricity Industry Act 2000* between you and your *distributor* for your *supply address*, your *distributor* may interrupt or reduce the *supply* of electricity to your *supply address* or disconnect your *supply address* for a number of reasons. These reasons include:

- (a) in order to carry out maintenance, repairs or any other alterations to the *distribution system*;
- (b) in order to connect other premises to the *distribution system*;

- (c) at the direction of a regulatory authority; and
- (d) in an **emergency**, for health and safety reasons or due to circumstances beyond the control of your **distributor**.

13.2 **Disconnection for failure to pay**

We can request your **distributor** to disconnect your **supply address** if:

- (a) you have failed to pay a bill in relation to that **supply address** by the relevant 'pay by date' for that bill;
- (b) the **energy retail code** does not state that we cannot arrange for the disconnection of your **supply address** in those circumstances; and
- (c) we have first complied with all other steps referred to in the **energy retail code**.

These steps include the provisions of a reminder notice and a disconnection warning in the form and at the times referred to in the **energy retail code**. Full details of these steps are set out in the **energy retail code**.

If you would like a copy of the **energy retail code** please contact us and we will send a copy to you. Your first copy of the **energy retail code** will be provided free of charge. However, we may charge you for providing more than one copy during any 12 month period.

13.3 **Disconnection in other circumstances**

Unless the **energy retail code** states that we cannot request your **distributor** to disconnect **supply** to your **supply address**, we may also request your **distributor** to disconnect **supply** to your **supply address**:

- (a) if you request us to;
- (b) if due to your acts or omissions we or our representative is unable to gain access to your **supply address** (in accordance with the requirements of clause 17) for the purposes of reading your meter in relation to 3 consecutive bills (but only if we have also complied with all applicable pre-conditions referred to in the **energy retail code**);
- (c) where you refuse to pay a refundable advance, (but only if we have complied with all applicable pre-conditions referred to in the **energy retail code** and you continue to refuse to provide a refundable advance); or
- (d) where you are a new **customer** in relation to us at your **supply address** and you refuse or fail to provide us with acceptable identification when required under this **electricity contract** (but only if we have complied with all applicable pre-conditions referred to in the **energy retail code** and you continue to refuse or fail to provide us with acceptable identification).

The disconnection of **supply** to your **supply address** will not prevent or limit any other action that we may be entitled to take on account of your breach of this **electricity contract**.

14. **RECONNECTION AFTER DISCONNECTION**

Where disconnection of **supply** to your **supply address** in accordance with clauses 13.2 or 13.3 has occurred, and you have either rectified the circumstances which gave rise to that disconnection within 10 business days of disconnection occurring or you have applied for a Utility Relief Grant in circumstances where you are eligible for such a grant, you may ask us to procure your **distributor** to re-connect **supply** to your **supply address**.

Following receipt of your request, and subject to you:

- (a) paying to us any charges applying in relation to the reconnection; and
- (b) complying with any relevant requirements of the **Electricity Law**,

we will procure your **distributor** to reconnect **supply** to your **supply address** in the manner and within the time periods agreed with you at that time or, if no time period is agreed, within the time period referred to in the **energy retail code**.

The time periods referred to in the *energy retail code* as at 1 January 2005 are:

- (c) if you request us before 3pm on a business day to reconnect your *supply address*, we will reconnect your *supply address* that day; or
- (d) if you request us after 3pm on a business day to reconnect your *supply address*, we will reconnect your *supply address* before the end of next business day; or
- (e) if you request us before 9pm on a business day to reconnect your supply address and you pay any applicable after hours reconnection charge, we will reconnect your supply address that day.

15. VACATING A SUPPLY ADDRESS

15.1 You must give us notice if you intend to vacate your *supply address*

You must give us notice of the date on which you intend to vacate (or did in fact vacate) your *supply address*, together with a forwarding address for your final bill.

15.2 When will you cease to be responsible for the electricity consumed at your vacated *supply address*?

If you can demonstrate that you were evicted or otherwise forced to vacate your *supply address*, you will continue to be responsible to pay us for all electricity consumed at that *supply address* up until you give us notice under clause 15.1, or one of the events referred to in clause 15.3 occurs (whichever happens first).

If you can not demonstrate that you were evicted or otherwise forced to vacate your *supply address*, you will continue to be responsible to pay us for all electricity consumed at that *supply address* up until either:

- (a) the end of the third business day after you give us notice under clause 15.1 or the date on which you vacate your *supply address* (whichever happens last); or
- (b) the occurrence of one of the events referred to in clause 15.3.

15.3 Your responsibility will end earlier if someone else is responsible or consumption stops
If:

- (a) we enter into a new *electricity contract* with another *customer* for the sale of electricity to your vacated *supply address*, your responsibility to pay us for all electricity consumed at that *supply address* will end when the other *customer's* obligation to pay us for electricity consumed at that *supply address* commences under that new *electricity contract*;
- (b) another retailer becomes *responsible* for your vacated *supply address*, your responsibility to pay us for all electricity consumed at that *supply address* will end when that other retailer becomes *responsible* for that *supply address*; or
- (c) your vacated *supply address* is disconnected, your responsibility to pay us for all electricity consumed at that *supply address* will end when that disconnection is complete.

15.4 Your liability does not end just because you vacate your *supply address*

- (a) You do not avoid your liability to us under this electricity contract by vacating your *supply address*.
- (b) If you have an *electricity contract* with us for another *supply address*, we may include in a bill for electricity consumed at that *supply address* the amount payable for electricity consumed at your vacated *supply address*. That bill must contain the information referred to in clause 7.2 for both your current *supply address* and your vacated *supply address*.

16. OUR LIABILITY**16.1 Our liability is only limited to the extent permitted under the *energy retail code***

- (a) The **Trade Practices Act 1974** (Cth) and the **Fair Trading Act 1999** and other similar laws imply certain conditions, warranties and rights into contracts with consumers that cannot be excluded or limited.
- (b) Unless we are prevented from doing so by one of these laws or the ***Electricity Law***, you agree that:
 - (i) all statutory implied terms and conditions relating to the suitability of the electricity we sell to you or its quality, fitness for purpose or safety are excluded; and
 - (ii) we give no warranties or undertakings and we make no representations concerning the suitability of the electricity we sell to you or its quality, fitness for purpose or safety.
- (c) Any liability we have to you for breach of a condition, right, warranty or representation which is implied into this ***electricity contract*** by one of the laws referred to in clause 16.1(a) but is not excluded by clause 16.1(b), will be limited to the maximum extent permitted (without rendering this clause 16.1(c) void) under that law or the **Electricity Industry Act 2000**. In particular, our liability for breach of a condition, right, warranty or representation which is implied into this ***electricity contract*** by one of these laws and is not excluded by clause 16.1(b), will (at our option) be limited to:
 - (i) providing to you equivalent goods or services to those goods or services to which that breach relates; or
 - (ii) paying you the cost of acquiring goods or services which are equivalent to the goods or services to which that breach relates.

16.2 Our existing rights under *Electricity Law* continue to apply

This clause 16 will apply in addition to (and will not vary or exclude the operation of) any exclusion from or limitation on liability we may be entitled to claim the benefit of under an ***Electricity Law*** (including Section 78(1) of the National Electricity Law (Vic) 1997, Section 120 of the National Electricity Law (2005) and Section 117 of the **Electricity Industry Act 2000**).

16.3 Business customers must take certain 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 poor quality or reliability of the electricity ***supply***.

16.4 Force majeure event

- (a) If either you or we ('affected person') are unable to comply with any of our respective obligations under this ***electricity contract*** due to the occurrence of a ***force majeure event***, then compliance with that obligation by the affected person will be suspended for as long as, and to the extent that, compliance with that obligation is affected by that ***force majeure event***.
- (b) The affected person must promptly notify the other person if clause 16.4(a) applies and provide details of the ***force majeure event***, the obligations that will be affected, an estimate of the likely extent and duration of that impact and the steps that the affected person is taking to remove, overcome or minimise that impact.
- (c) If the effects of a ***force majeure event*** are widespread, we will be deemed to have given you the notice required by clause 16.4(b) if we make available the relevant information via our 24 hour telephone service within 30 minutes of becoming aware of the occurrence of the ***force majeure event*** or otherwise as soon as practicable.

- (d) The affected person must use its best endeavours to remove, overcome or minimise the effects of a *force majeure event* as quickly as possible but this will not require the affected person to settle any industrial dispute in any way it does not want to.

17. ACCESS TO SUPPLY ADDRESS

Subject to complying with any relevant requirements of the *Electricity Law*, you must allow us or our representative safe, convenient and unhindered access to your *supply address* for the following purposes:

- (a) to read the meter;
- (b) to inspect or test the metering installation at your *supply address*; and
- (c) to otherwise assist us to comply with our obligations under this *electricity contract* or the *Electricity Law*.

You must advise us immediately if you become aware of any potential safety hazard at your *supply address*. You must provide us or our representative with any necessary protection against that hazard.

18. WRONGFUL USE AND ILLEGAL CONSUMPTION OF ELECTRICITY

18.1 You must not wrongfully use electricity we sell to you

You must not:

- (a) use electricity supplied to your *supply address* otherwise than in accordance with the *Electricity Law*; or
- (b) obtain a *supply* of electricity fraudulently or other than as permitted by the *Electricity Law*.

18.2 What action can we take?

If you breach clause 18.1 we may take any one or more of the following actions:

- (a) estimate the amount of electricity which you have used but not paid for as a result of that breach;
- (b) calculate and recover from you the amount due to us for that electricity together with any costs incurred by us in investigating your breach, recovering that amount and repairing or replacing any of our equipment which is damaged as a result of your conduct; and/or
- (c) take action to disconnect *supply* to your *supply address* in accordance with clause 13.3.

19. INFORMATION WE NEED OR ARE REQUIRED TO PROVIDE

You may request us to provide you with certain information or documents referred to in the *energy retail code*. In particular, you can ask for a copy of our *customer charter* and/or the *energy retail code*.

We will provide you with a copy of our *customer charter* within two business days of receiving your request. We will also provide you with a copy of our *customer charter*:

- (a) at the same time as or as soon as practicable after your *supply address* is connected;
- (b) at the same time as or as soon as practicable after you transfer your *supply address* to us from another retailer; and
- (c) as soon as practicable after your *deemed contract* begins.

In some circumstances we can ask you to pay an *additional retail charge* for providing this information or these documents. We will not however charge you for providing a copy of our *customer charter* or for providing you with one copy of the *energy retail code* in any 12 month period.

We will also advise you of any significant change to the *energy retail code* which may impact upon you as soon as reasonably practicable after that change occurs.

You must provide us with all information we can request you to provide under the *Electricity Law* from time to time. In particular, you must:

- (d) provide us with your details and acceptable identification as soon as possible after you commence to take a *supply* of electricity at your *supply address* under a *deemed contract*; and
- (e) inform us as soon as possible if there is any change in responsibility for payment of our bill or your contact details or there is any change affecting access to the meter for your *supply address*.

20. WHEN CAN THIS CONTRACT BE AMENDED OR TRANSFERRED?

20.1 We can vary your *electricity contract*

We can amend your *electricity contract* at any time by publishing a variation to our existing terms and conditions under Section 35 of the *Electricity Industry Act 2000* in the Government Gazette.

Any such variation must be approved by the Commission before it is published and will operate (once that variation becomes effective under section 35 of the *Act*) to amend the terms and conditions of your *electricity contract* so that those terms and conditions are the same as our then current published terms and conditions under section 35 of the *Act*.

20.2 We can transfer your *electricity contract* to another retailer

We may transfer or novate our rights and obligations under your *electricity contract* to another retailer at any time by notice to you if:

- (a) that novation or assignment forms part of the transfer of all or a substantial part of our retail business to that other retailer; or
- (b) you agree to that transfer or novation.

21. NOTICES

Unless the *energy retail code* states that we must do otherwise, all notices, consents, documents or other communications given by us to you must be in writing and delivered by hand, by fax, by mail or e-mail.

We may send notices to you at your *supply address* or, if different, the most recent address that we have for you. If a notice is sent by post, we may assume that you have received the notice on the second business day after it was sent. If a notice is sent by fax, we can assume that you received it at the time the transmission report records the notice was sent in its entirety to you. If a notice is sent by e-mail, we can assume that you received it at the time that it was sent by us.

22. PRIVACY AND CONFIDENTIALITY

22.1 How do we use and disclose *personal information* about you?

- (a) We are committed to protecting your privacy and handling all *personal information* in accordance with the *Privacy Act 1988* (Cth) and other applicable regulatory instruments and laws.
- (b) In particular, we will comply with any conditions of our retail licence, and with any relevant guideline issued by the Commission concerning the use or disclosure of *personal information* about you.

23. QUERIES AND COMPLAINTS

23.1 Your right to review

You may make a complaint to us about any decision we have made in relation to the sale and *supply* of electricity to you at your *supply address*.

23.2 Complaints handling and dispute resolution procedure

Subject to anything to the contrary in this *electricity contract*, when we receive a complaint from you, we will deal with your complaint in accordance with our *complaints handling and dispute resolution procedure*, which complies with Australian Standard 4269 and is outlined below.

23.3 Outline of review process**(a) Telephone complaint**

- (i) You may telephone us on the number set out on your bill or otherwise communicated to you, to notify us of any complaint in relation to the sale and *supply* of electricity to you at your *supply address*.
- (ii) We will try to resolve your complaint through informal negotiations over the telephone.

(b) Written complaint

- (i) Where you are not satisfied with the way we have dealt with your complaint over the telephone, or where you prefer to write to us, you may write to us and formally notify us of your original complaint and your request for a review of your complaint.
- (ii) On receipt of your written complaint and request for review, we will review your complaint and respond to you in writing within 28 days with our decision.

(c) Referral to higher level

Where you are not satisfied with the response received from your first point of contact (whether over the telephone or by written complaint), you may have the complaint reviewed at the higher level. This process elevates your complaint through to the appropriate manager, by telephone or in writing as you prefer.

(d) Referral of complaint to the ombudsman

We are a member of the Energy and Water Ombudsman Victoria Scheme. If you are not satisfied with our review and response to your complaint, you may contact the Energy and Water Ombudsman Victoria for further review.

23.4 Detailed review process available

Please contact us if you would like further details or a copy of our *complaints handling and dispute resolution procedure*.

24. COMPLIANCE WITH LAWS

You must comply at your own cost with the requirements of any *Electricity Law* which are expressed to apply to *customers* or to your *supply address* or otherwise relate to the sale or *supply* of electricity to your *supply address*.

We will also comply with the requirements of any *Electricity Law* which are expressed to apply to us.

You must provide all reasonable assistance and co-operation when requested to enable us to comply with the requirements of the *Electricity Law*.

If any matter the subject of a term or condition of the *energy retail code* is not expressly dealt with (or, is only expressly dealt with in part) in these terms and conditions, then the term or condition of the *energy retail code* (or the relevant part of that term or condition) dealing with that matter is incorporated into this *electricity contract*.

If a term or condition of this *electricity contract* is inconsistent with a term or condition of:

- (a) the *energy retail code*, then to the extent of that inconsistency the relevant term or condition set out in this *electricity contract* is void and the relevant term or condition of the *energy retail code* is deemed to form part of this *electricity contract* in its place; or

- (b) any other *Electricity Law*, then to the extent permitted by that *Electricity Law*, the provisions of this *electricity contract* will prevail and otherwise the provision of the *Electricity Law* will prevail to the extent of the inconsistency.

25. INTERPRETATION AND OTHER GENERAL RULES

- (a) Subject to paragraph (b), a provision of, or a right created under, this *electricity contract* may be waived in writing signed by the relevant party.
- (b) A party may choose not to exercise some or all of its rights, powers or remedies under this *electricity contract*, but doing so does not mean it has waived those rights, powers and remedies.
- (c) Where this document contemplates you or us exercising a right or performing an obligation as permitted or required by or otherwise in accordance with or as set out in or contemplated by a term or condition of the *energy retail code*, you or we must exercise that right or perform that obligation as if that term or condition of the *energy retail code* were set out in your *electricity contract*.
- (d) Clause 7.6, 8, 9, 10, 12.4, 15.4, 16, 18, 22 and 23 will survive the termination of this *electricity contract*.
- (e) In this *electricity contract* unless the contrary intention appears:
 - (i) a reference to this *electricity contract*, an *Electricity Law* or another instrument (or to a clause, section or provision of this *electricity contract*, an *Electricity Law* or another instrument) includes any amendment to them or any variation or replacement of them;
 - (ii) the singular includes the plural and vice versa, and a reference to one gender includes all genders;
 - (iii) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority, and includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
 - (iv) an agreement, representation or warranty on the part of, or in favour of, two or more persons binds, or is for the benefit of them, jointly and severally;
 - (v) any term which is not defined in clause 26 but which is defined in the *energy retail code* will have the meaning given by the *energy retail code* when used in this *electricity contract*;
 - (vi) mention of an example or use of the word 'includes' or 'including' will not limit the words that follow; and
 - (vii) if a period of time is specified and dates from a given day or the day of an act or event, that period of time is to be calculated exclusive of that day.
- (f) Headings in this *electricity contract* are for convenience and will not affect the interpretation of this *electricity contract*.

26. DICTIONARY

Words appearing in bold type like *this* have the following meanings:

additional retail charges will have the same meaning as is given to that term in the *energy retail code*.

billing cycle means 3 months or such lesser period as may apply to you under clause 7.1.

complaints handling and dispute resolution procedure means the procedure we have in place from time to time regarding any complaint you may make to us about your *electricity contract* or the *supply* of *energy* to your *supply address*. This procedure complies with Australian Standard 4269.

consent means explicit informed consent as defined under our retail licence.

cooling off period will have the same meaning as is given to that term in the *energy retail code*.

customer means a *relevant customer* who buys or proposes to buy electricity from us.

customer charter means the document prepared by us including details of your and our rights and obligations under the *Electricity Law*.

deemed contract means an *electricity contract* that is deemed to apply between us and a *customer* in relation to a *supply address* situated within our distribution area under section 39 of the *Electricity Industry Act 2000* or an *electricity contract* that is deemed to apply between us and a former franchise customer under section 37 of the *Act*.

distribution system means in relation to a *distributor*, the system of electric lines and associated equipment which that *distributor* is licensed to use to distribute electricity.

distributor means the person who is licensed to operate the *distribution system* to which your *supply address* is or is intended to be connected. You should note that the same legal entity may be both your *distributor* and retailer.

domestic customer or **small business customer** will have the same meanings as is given to that term in the *Electricity Industry Act 2000*.

Electricity Act means the *Electricity Industry Act 2000*.

electricity contract means a contract for the sale of electricity by us to a *customer* at a *supply address* and in your case, that contract will comprise these terms and conditions (as amended from time to time in accordance with clause 20) and the category and rate of *standard tariff* applying to you from time to time.

Electricity Law means the *Electricity Industry Act 2000*, the regulations under the *Electricity Industry Act 2000* and each other law, statute, regulation, proclamation, Order in Council, tariff, licence condition, code, guideline or standard in force from time to time in Victoria which governs the sale or the sale and *supply* of electricity.

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.

energy retail code means the code of that name issued by the Commission.

excluded services means a service other than any network supply service provided by your *distributor* in respect of your *supply address* (such as connection, disconnection, reconnection, special meter reads, service truck visits) and includes:

- (a) services which are excluded from the price controls contained in Volume II of the Electricity Distribution Price Determination 2001–2005;
- (b) any other services for which a charge is imposed on us by a *distributor* with respect to your *supply address* for connection of your *supply address* or the use of the *distributor's distribution system*; and
- (c) any other similar services for which fees or charges are paid by us with respect to your *supply address*.

fixed term contract means an *electricity contract* the term of which continues for a fixed, certain or definite period including, in the case of a *deemed contract*, any fixed, certain or definite period under or contemplated by the *Electricity Industry Act 2000*.

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

GST has the same meaning as given to that term in the *GST Law*.

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

personal information means information or opinion about you from which your identity is apparent or can reasonably be ascertained.

relevant customer will have the same meaning as is given to that term in the *energy retail code*.

responsible will have the same meaning as is given to that term in the *energy retail code*.

standard tariffs means the tariffs published by us from time to time under section 35 or (where applicable) under repealed section 38 of the **Electricity Industry Act 2000**.

standing offer means an offer by us to **supply** and sell electricity to a **domestic customer** or a **small business customer** at that **customer's supply address** in accordance with our **standard tariffs** and the terms and conditions published by us from time to time under Section 35 of the **Electricity Industry Act 2000**.

standing offer contract means the **electricity contract** which is created between us and a **domestic customer** or a **small business customer** when that **customer** accepts our **standing offer**.

supply means the delivery of electricity and the provision of any related services which must, if provided by your **distributor**, be provided under its regulated network tariff.

supply address means the address at which we sell electricity to you under this **electricity contract** and includes the relevant market connection point or points (as that term is defined in the National Electricity Code) in respect of that address.

transfer will have the same meaning as is given to that term in the *energy retail code* and **transferred** will have a corresponding meaning.

Electricity Industry Act 2000**Gas Industry Act 2001**

AGL VICTORIA PTY LIMITED ABN 88 090 538 337

Standing Offer Terms and Conditions for Electricity and/or Gas

IMPORTANT NOTE

In November 2004, AGL Victoria Pty Limited (*AGL*) published in accordance with the requirements of the **Electricity Industry Act 2000** and the **Gas Industry Act 2001** its standing offer terms and conditions for the sale and *supply* of electricity and/or gas to its *small business customers* and *domestic customers* and to its former franchise customers. Those terms and conditions were approved by the Essential Services Commission and commenced to be effective from 1 January 2005.

The Essential Services Commission replaced the electricity retail code and the gas retail code with the *energy retail code* with effect from 1 January 2005. In order to give effect to that change, the requirements of sections 35 and 36 of the **Electricity Industry Act 2000**, sections 42 and 43 of the **Gas Industry Act 2001** and the terms of AGL's electricity and gas retail licences, AGL now publishes pursuant to sections 35 of the **Electricity Industry Act 2000** and section 42 of the **Gas Industry Act 2001** its terms and conditions for the sale and *supply* of:

- electricity and/or gas to *customers* who have existing *standing offer contracts* or *deemed contracts* with AGL as at 1 January 2005;
- electricity and/or gas to *small business customers* or *domestic customers* who accept AGL's *standing offer* for electricity and/or gas on or after 1 January 2005;
- electricity to *relevant customers* who are deemed under section 39 of the **Electricity Industry Act 2000** to have a contract with AGL for the sale and *supply* of electricity to a *supply address* after 1 January 2005; and
- gas to *relevant customers* who are deemed under section 46 of the **Gas Industry Act 2001** to have a contract with AGL for the sale and *supply* of gas to a *supply address* after 1 January 2005.

These terms and conditions have been approved by the Essential Services Commission and will be effective from 7 September 2005.

Please note that under *Energy Law*, if a term or condition of this *energy contract* is found to be inconsistent with a term or condition of the *energy retail code*, the inconsistent term or condition of this *energy contract* will be void and the relevant provision of the *energy retail code* will form part of this *energy contract* in its place.

1. THE PARTIES TO THIS ENERGY CONTRACT

This *energy contract* is made between:

AGL Victoria Pty Limited (ABN 88 090 538 337) of Level 2, 333 Collins Street, Melbourne (in this *energy contract* referred to as 'we', 'our' or 'us'); and

You, the *customer* to whom these terms and conditions are expressed to apply under clause 2 (in this *energy contract* referred to as 'you' or 'your').

2. WHEN WILL TERMS AND CONDITIONS APPLY?**2.1 Do these terms and conditions apply to you?**

These terms and conditions will apply to you if:

- (a) you had a *standing offer contract* or *deemed contract* with us for the sale and *supply* of electricity and/or gas for your *supply address* immediately prior to 1 January 2005;
- (b) you are a *domestic customer* or a *small business customer* and you chose to accept our *standing offer* to purchase electricity and/or gas from us for your *supply address* on or after 1 January 2005;

- (c) you are a **relevant customer** who is deemed under section 39 of the **Electricity Industry Act 2000** to have an **energy contract** with us for the sale and **supply** of electricity to you at your **supply address** on or after 1 January 2005; or
- (d) you are a relevant customer who is deemed under section 46 of the **Gas Industry Act 2001** to have an energy contract with us for the sale and **supply** of gas to you at your **supply address** on or after 1 January 2005.

2.2 **These terms and conditions can apply to both electricity and gas**

Please note that these terms and conditions can apply where you purchase either:

- (a) only electricity;
 - (b) only gas; or
 - (c) both electricity and gas,
- from us for your **supply address**.

How these terms and conditions apply to you from time to time will depend upon whether to you are in fact purchasing electricity, gas or electricity and gas from us for your **supply address** at that time under a **standing offer contract** or a **deemed contract**.

2.3 **This is not a dual fuel contract**

Please note that this **energy contract** is not a 'dual fuel contract' as that term is defined in the **energy retail code** because even though we may sell both electricity and gas to you at your **supply address**, the **billing cycles** for electricity and gas under this **energy contract** are not synchronised.

3. **WHAT IS THE TERM OF YOUR CONTRACT?**

3.1 **When will these terms and conditions begin to apply to you?**

If you had a **standing offer contract** or **deemed contract** with us for your **supply address** immediately prior to 1 January 2005, these terms and conditions will replace the terms and conditions of that **standing offer contract** or **deemed contract** on and from 1 January 2005.

Otherwise, these terms and conditions will commence to apply to you and your **energy contract** with us in relation to your **supply address** will start:

- (a) where clause 2(b) applies, on the day that you accept our **standing offer** or if you are **transferring** to us from another retailer, on the day that you give your **consent** (whichever happens last); or
- (b) where clause 2(c) applies, on the day that you commence to take a **supply** of that **energy** from us at your **supply address**.

3.2 **When will our obligation to sell you energy start?**

Despite clause 3.1, our obligation under this **energy contract** to sell you **energy** at your **supply address** and your obligation to pay us for **energy** consumed at your **supply address** will not commence until:

- (a) we are **responsible** for that **energy** for your **supply address**; and
- (b) if your new **energy contract** is replacing an existing **energy contract** with us for that **energy** for your **supply address**, when any cooling-off rights that you may have under clause 3.3 in relation to the new **energy contract** expire.

Please note that where you are purchasing both gas and electricity from us for your **supply address**, our obligation to sell you electricity at your **supply address** and your obligation to pay us for electricity consumed at your **supply address** may start at a different time than those obligations in relation to gas.

3.3 **You may be entitled to a cooling-off period**

You may have the right under the **Fair Trading Act 1999** or under clause 23 of the **energy retail code** (being one of the clauses of the **energy retail code** which has been incorporated

by reference into this *energy contract* by clause 25(c) of these terms and conditions) to cancel your *standing offer contract* by giving us a notice to that effect during the *cooling-off period* for that *energy contract*.

If you do have that right, we will dispatch to you within 2 business days of the date on which your *energy contract* started under clause 3.1(b), a notice explaining that right to you and setting out all other details referred to in the *energy retail code* or required by the **Fair Trading Act 1999** to be included in that notice.

We will also dispatch to you at the same time, a document setting out your *standard tariff* and the other terms and conditions of your *energy contract*. We will do this regardless of whether or not you have a right to cancel your *energy contract* under the **Fair Trading Act 1999** (or under clause 23 of the *energy retail code*, being one of the clauses of the *energy retail code* which has been incorporated by reference into this *energy contract* by clause 25(c) of these terms and conditions).

3.4 **How can your *energy contract* be ended?**

Subject to clause 3.5, your *energy contract* can be brought to an end in the following ways:

- (a) if you have a *standing offer contract*, by you giving to us 28 days notice that you wish to stop purchasing electricity and/or gas from us for your *supply address*;
- (b) if you have a *deemed contract* by you entering into a new *energy contract* with another retailer for your *supply address* for electricity and/or gas;
- (c) if you have a *deemed contract* under section 39 of the **Electricity Industry Act 2000** and/or section 46 of the **Gas Industry Act 2001** for the sale and *supply* of electricity and/or gas to you at your *supply address*, at the end of the period covered by the second bill issued by us to you or when that *deemed contract* otherwise ends under either section 39 of the **Electricity Industry Act 2000** and/or section 46(5)(b) of the **Gas Industry Act 2001**;
- (d) by entering into a new agreement with us for the sale of electricity and/or gas to you at your *supply address*;
- (e) when under clause 15 you cease to be responsible to pay for electricity and/or gas consumed at your *supply address*; or
- (f) if you are in breach of this *energy contract*:
 - (i) by notice to you but only if we have the right under clause 13 to disconnect your *supply address* if that breach is not remedied and we have first complied with the disconnection and other procedures set out in clause 13 and you no longer have the right under clause 14 to have your *supply address* reconnected; or
 - (ii) when you transfer to another retailer in respect of your *supply address*, whichever occurs first.

The ending of this *energy contract* will not affect any rights or obligations which may have accrued under this *energy contract* prior to that time.

3.5 **We will notify you before the expiry of any *fixed term contract***

If your *energy contract* is a *fixed term contract* we will send you a notice (no sooner than two months before, and no later than one month before, the expiry of the fixed term) telling you:

- (a) that your *energy contract* is due to expire;
- (b) when the expiry will occur;
- (c) what tariff and terms and conditions will apply to you after the expiry of the fixed term if you do not exercise any other option; and
- (d) what your other options are – for example:

- (i) asking your local retailer (which could be us) to make you a standing offer for electricity and/or gas in relation to your **supply address**; or
- (ii) entering into a market contract with us or any other retailer in relation to your **supply address**.

Unless you enter into another **energy contract** for your **supply address** with us or another retailer before your fixed term expires, your current **energy contract** with us for that **supply address** will continue at the tariff and on the terms and conditions notified to you by us in our earlier notice under this clause 3.5.

3.6 **Your energy contract will not end until certain conditions are satisfied**

Despite clause 3.4, the termination of your **energy contract** will not be effective until:

- (a) if your **energy contract** for electricity and/or gas has ended because you have entered into a new **energy contract** with us for the sale and **supply** of that electricity and/or gas to your **supply address**, the expiry of any **cooling-off period** in relation to that new **energy contract**;
- (b) if your **energy contract** has ended because you want to **transfer** to another retailer in relation to electricity and/or gas for your **supply address**, your new retailer becomes **responsible** for the sale and **supply** of that electricity and/or gas to that **supply address**; or
- (c) if your **energy contract** has ended because your **supply address** has been disconnected, when you no longer have the right under clause 14 to have that **supply address** reconnected;

whichever occurs last.

4. **SCOPE OF THIS ENERGY CONTRACT**

4.1 **What is covered by this energy contract?**

Under this **energy contract** we agree to sell (and arrange for your **distributor** to **supply**) **energy** to you at your **supply address** and to perform our other obligations under this **energy contract**.

In return, you are required to pay our charges from time to time and perform your other obligations under this **energy contract**.

Subject to section 36 of the **Electricity Industry Act 2000**, section 43 of the **Gas Industry Act 2001** and the terms of the **energy retail code**, this **energy contract** sets out your entire agreement with us in relation to the sale and **supply** of **energy** by us to you at your **supply address** and will replace any previous **energy contract** we may have had with you concerning those issues as soon as our obligation to sell you **energy** at your **supply address** and your obligation to pay us for **energy** consumed at your **supply address** commences under clause 3.1.

4.2 **As a retailer we do not control or operate the distribution system**

You acknowledge that:

- (a) in our capacity as your retailer, we do not control or operate the **distribution systems** which **supply energy** to your **supply address**; and
- (b) as your retailer we cannot control:
 - (i) the quality, frequency and continuity of the **supply** of electricity; and/or
 - (ii) the quality, pressure and continuity of the **supply** of gas;that we sell to you at your **supply address**.

However, we will arrange for:

- (c) the supply of **energy** to your **supply address** by your **distributor** via its **distribution system** which meets the requirements of **Energy Law**; and

- (d) the provision of *excluded services* (such as connection, disconnection or reconnection) by your *distributor* in relation to your *supply address*, under the terms of our agreement with your *distributor* for the provision of those services to our *customers*.

4.3 **Our responsibility for quality and reliability of the *energy supply***

Subject to clause 16.1, you acknowledge that:

- (a) it is an inherent part of *supplying* electricity that variations in voltage and frequency will occur from time to time;
- (b) it is an inherent part of *supplying* gas that variations in pressure will occur from time to time; and
- (c) we cannot and do not make any representations concerning:
 - (i) the quality or frequency of the electricity delivered by your *distributor* to your *supply address*;
 - (ii) the quality or pressure of the gas delivered by your *distributor* to your *supply address*;
 - (iii) the occurrence of any power surges or power dips which may affect the *supply* of electricity to your *supply address*;
 - (iv) the occurrence of any change in the pressure of gas which may affect the *supply* of gas to your *supply address*; or
 - (v) the continuity of the *supply* of *energy* to your *supply address* via the *distribution system* (and in particular, as to the number or length of any interruptions to the *supply* of *energy* to your *supply address*).

5. **NEW CUSTOMERS OR NEW CONNECTIONS**

This clause 5 only applies if:

- (a) you do not currently purchase any *energy* for your *supply address* from us; or
- (b) you currently purchase electricity for your *supply address* from us and you want to commence to purchase gas for your *supply address* from us (or vice versa).

If you would like to accept a *standing offer* from us for *energy* but your *supply address* is not already connected to the relevant *distribution system*, we can arrange on your behalf for your *distributor* to connect your *supply address* to its *distribution system*.

However, before we can arrange for this to occur we will need certain information from you. In addition, depending upon your circumstances you may need to satisfy some pre-conditions before your *supply address* can be connected. Some examples of these pre-conditions are set out in the last paragraph of this clause 5. We will tell you before you accept our *standing offer* if you need to satisfy any pre-conditions.

We will contact your *distributor* by no later than the next business day after we receive your application for connection or after this *energy contract* starts under clause 3.1 (whichever occurs last) to arrange for the connection of your *supply address* to the relevant *distribution system*.

If your *supply address* is already connected to the relevant *distribution system* and you would like to accept our *standing offer* in relation to electricity and/or gas but you are not currently purchasing that type of *energy* from us at that *supply address*, we may ask you to provide us with certain information.

In both cases this could include the provision by you of acceptable identification, the payment of any applicable charges for *excluded services*, the installation of new metering equipment, the completion of any required *transfer* process in relation to your *supply address* or the provision of a refundable advance.

6. PRICES FOR ENERGY AND OTHER SERVICES

6.1 What are our *standard tariffs* and charges?

Our *standard tariffs* (and other charges which might apply to you) as at 1 January 2005 are described and listed in the last price list we published in the Government Gazette under either section 35 of the **Electricity Industry Act 2000** or section 42 of the **Gas Industry Act 2001**. If you ask us, we will provide you with a copy of our price list applying at the time that you ask.

6.2 Which tariff applies to you?

Our price list describes each category of *standard tariff* and explains the conditions that need to be satisfied for each category before it can apply to you.

If you enter into a *standing offer contract* with us for your *supply address* on or after 1 January 2005, you can nominate which category of *standard tariff* you want to apply to you.

As long as we are satisfied that you meet the necessary conditions for that category, we will assign you to that category of *standard tariff*.

Otherwise, you will be assigned to the category of *standard tariff* which is the most appropriate to your circumstances given the information that we have at that time (for example, if you have an existing *standing offer contract* or *deemed contract* as at 1 January 2005). We will notify you of that category of *standard tariff* in your next bill. Please note that it is your responsibility to assess and determine whether the category of *standard tariff* to which you have been assigned is in fact the most appropriate for your circumstances.

If at any time you can demonstrate to us that you satisfy the conditions applying to another category of *standard tariff*, you may apply to transfer to that alternative category of *standard tariff*.

Where you transfer from one category of *standard tariff* to another and that transfer requires a change to the meter at your *supply address*, the effective date of the transfer (for billing and other purposes) will be the date on which the new meter becomes operational.

6.3 Changes to our *standard tariffs*

We can vary our *standard tariffs* and/or the categories or rates of our *standard tariffs*, at any time by notice published in the Government Gazette. However, if we are required by an *Energy Law* to follow a specific process before varying our *standard tariffs* we will comply with that process.

Any variation to our *standard tariffs* will take effect from the date specified in the notice published in the Government Gazette.

We will notify you of any changes to our *standard tariff* applying to you as soon as practicable after notice of that variation is published in the Government Gazette and, in any event, with your next bill.

6.4 Change in circumstances

In some cases, the continued application of a category of *standard tariff* to you, or to your *supply address* will depend on whether you continue to satisfy the conditions applying to that category (for example, where the nature of your usage of *energy* at your *supply address* changes). If this is the case:

- (a) you must inform us of any change which may impact upon your ability to satisfy any of the conditions applying to your current category of *standard tariff*; and
- (b) we may require you to transfer to another category of *standard tariff* as a result of that change.

If you fail to inform us of such a change, we may transfer you to another category of *standard tariff* when we become aware of that change and recover from you any amount undercharged by us as a result of that failure (up to any limit set out in the *energy retail code*).

6.5 Calculation of bill following a change in tariff

If your **standard tariff** changes during a **billing cycle** (such as where you change to an alternative category of **standard tariff** or where the rate of your current category of **standard tariff** changes) we will calculate the amount payable by you for **energy** supplied during that **billing cycle** on a pro rata basis by using:

- (a) the previous category or rate up to and including the date of the change; and
- (b) the new category or rate from that date to the end of the relevant **billing cycle**, and clearly show the relevant details in your bill.

6.6 GST

All amounts specified in our price list are inclusive of **GST**.

However, outside of the amounts specified in our price list there may be other amounts payable or other consideration provided by you or us under this **energy contract** which:

- (a) are consideration for 'taxable supplies' for the purposes of the **GST Law**; and
- (b) are exclusive of **GST** (if any).

Any such amounts payable (or consideration provided) of this type will be increased by the amount of the **GST** payable by the party making the taxable supply in relation to that taxable supply.

All **GST** payable by a party must be paid at the same time as the payment to which it relates is payable. Where any **GST** is not referable to an actual payment then it must be paid within 10 days of a tax invoice being issued by the party making the taxable supply.

Where any amount is payable to 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.

6.7 We will pass through the amount charged by your distributor for excluded services

Your **distributor** sets the prices payable for **excluded services** provided to you in respect of your **supply address**. We will pass through your **distributor's** charges for **excluded services** provided in respect of your **supply address** and these charges will be shown as a separate item in your bill.

7. BILLING

7.1 When bills are sent

- (a) We will send a bill for the **energy** consumed at your **supply address** to you at your **supply address** or at such alternative address as you notify to us from time to time:
 - (i) for electricity, at least once every three months; and/or
 - (ii) for gas, at least once every two months.

Unless one of the following paragraphs apply, this will be your **billing cycle**.

- (b) You can agree with us to have a **billing cycle** with a regular recurrent period which is less than the relevant period under clause 7.1(a). However, our agreement with you will not be effective unless you give your **consent** to that change. As part of that agreement, we may also impose an **additional retail charge** for making that different **billing cycle** available.
- (c) You can also agree with us to change your **billing cycle** for gas to at least once every three months. However, our agreement with you will not be effective unless you give your **consent** to that change. Our agreement to change your **billing cycle** will not terminate your current **energy contract**.

- (d) Subject to clause 7.1(c), if you had a **deemed contract**:
 - (i) for electricity, as at 1 January 2001;
 - (ii) or gas, as at 1 September 2001;the **billing cycle** applying to you under that **energy contract** will stay the same for as long as that **energy contract** continues.

7.2 Contents of a bill

The bill will be in a form and contain at least that information:

- (a) referred to in the **energy retail code** from time to time; and
- (b) necessary to allow you to easily verify that the bill conforms with the requirements of this **energy contract**.

In particular, we will include in each bill we send to you (other than your first bill after your **energy contract** starts) a graph showing your relevant consumption of **energy** for your **supply address** for the period covered by that bill and, to the extent that data is available:

- (c) your consumption for each **billing cycle** during the previous 12 months; and
- (d) a comparison of your consumption for the period covered by your bill with your consumption during the same period of the previous calendar year.

7.3 Calculating the bill

At the end of each **billing cycle** we will calculate:

- (a) the amount payable by you for **energy** supplied and sold to you at your **supply address** during the applicable **billing cycle**;
- (b) the amount payable for any other services (such as **excluded services**) supplied to you under your **energy contract** during the applicable **billing cycle**; and
- (c) the amount of any **additional retail charges** in respect of the applicable **billing cycle**.

7.4 You can ask for further information

If you would like further information concerning a bill (such as information concerning the different charges which make up the amount payable) or a copy of all or part of your historical billing data retained by us please contact us.

We will use our best endeavours to provide you with the historical billing data within 10 business days of your request.

We can impose an **additional retail charge** for providing historical billing data if your request does not relate to a genuine complaint made by you and:

- (a) you ask for billing data which is more than 2 years old; or
- (b) you make more than one request in a 12 month period; or
- (c) we are no longer your retailer at the time of your request.

7.5 Your bill will usually be based on a reading of your meter

Unless you have **consented** to a different arrangement (for example, if you have **consented** to a bill smoothing arrangement under clause 7.7) or the **Energy Law** refers to, permits or requires us to use a different approach in certain circumstances, we will base your bill on a reading of the relevant meter at your **supply address**.

We will arrange for that meter to be read as often as is necessary to enable us to bill you in accordance with this clause 7, but in any event at least once every 12 months, unless we are unable to read your meter during this 12 month period due to any event beyond our control (for example, if you do not give us access to your **supply address** in accordance with clause 17).

7.6 We may issue estimated bills in certain circumstances

If:

- (a) we are unable to reasonably or reliably base a bill on a reading of the meter at your *supply address*; or
- (b) you do not have a meter for that *energy* for your *supply address*; or
- (c) we are otherwise permitted or required to do so under the *Energy Law*,

we may provide you with an estimated bill based on such alternative information as we are entitled to use under *Energy Law* in your circumstances.

If we subsequently read your meter or obtain any substitute, replacement or updated consumption data determined in accordance with the requirements of *Energy Law*, any estimated bill that we have sent to you will be adjusted to take account of the difference between your estimated consumption of *energy* used to calculate your estimated bill and that subsequent information.

However, we are not required under the *energy retail code* to make this type of adjustment in relation to certain types of estimated bills (for example, we are required to re-estimate and, if necessary, re-set bills every 6 months and to adjust estimated bills under a bill smoothing arrangement at the end of each 12 month period).

If your meter cannot be read due to your act or omission and you subsequently ask us to replace an estimated bill with a bill based on an actual reading of your meter, we will use our best endeavours to do so. We may charge you an *additional retail charge* in respect of costs incurred in complying with your request in these circumstances.

7.7 We can also issue estimated bills under a bill smoothing arrangement

We can also provide you with estimated bills under a bill smoothing arrangement but only if:

- (a) you have given your *consent* to be billed in this way; and
- (b) we comply with the relevant requirements of the *energy retail code*.

8. PAYING YOUR BILL**8.1 Amount and time for payment**

You must pay to us the amount shown on each bill on or before the 'pay by date' specified in that bill (which date will be not less than 12 business days after the date of dispatch).

Subject to the complaint process set out in clause 9, you must pay each bill free of any deduction.

8.2 How to pay

You can pay our bill:

- (a) in person at one of our payment agencies or outlets;
- (b) by mail;
- (c) by direct debit (where you have first agreed in writing with us the amount and frequency of the direct debits and any other details referred to in the *energy retail code*); or
- (d) using any of the other payment methods listed on the bill.

If you ask us, we will also accept payments from you in advance of your bill.

If any payment you make is dishonoured or reversed through your fault and we incur a fee as a result, you must reimburse us for that fee and any other costs which we incur as a result of that breach.

8.3 Difficulties in paying

If you anticipate that you may have difficulties in paying your bill by the 'pay by date', you must contact us as soon as possible to discuss alternative payment arrangements.

If you are a **domestic customer** and you are experiencing repeated difficulties in paying our bills, we will:

- (a) make a timely assessment of your capacity to pay our bills;
- (b) offer you an instalment plan (unless we are excused under the *energy retail code* from the requirement to offer an instalment plan to you in the particular circumstances at that time);
- (c) provide you with:
 - (i) details on concessions including the Utility Relief Grant Scheme;
 - (ii) telephone information on *energy* efficiency and whether an *energy* efficiency audit should be conducted; and
 - (iii) advice on the availability of an independent financial counsellor; and
- (d) comply with any other requirements referred to in the *energy retail code*.

If you are a **small business customer** we will consider any reasonable request from you for an instalment plan. If we agree to enter into an instalment plan with a **small business customer** we can impose an **additional retail charge**.

When offering an instalment plan we will otherwise comply with the requirements of the *energy retail code*.

8.4 **Applying your payment when you buy both electricity and gas from us**

If you buy both electricity and gas from us in relation to your **supply address** (whether under a single *energy contract* for both electricity and gas or under separate *energy contracts* for electricity and gas) we will apply any payment we receive from you on account of our charges for *energy* as directed by you. But if you give us no direction will apply that payment in proportion to the relative value of those charges.

8.5 **Separate goods or services**

If beyond the sale of electricity and gas, we agree to provide goods or services to you at your **supply address**, we may include our charges for those goods or services in your bill for *energy* so long as:

- (a) we show that charge as a separate item in that bill (together with a description of those goods or services); and
- (b) we apply any payment from you in the manner you direct or if you give us no direction, in a manner referred to in the *energy retail code*.

9. **REVIEWING YOUR BILL**

If you disagree with the amount you have been charged, you can ask us to review your bill.

If your bill is being reviewed, you are still required to pay the lower of:

- (a) the portion of the bill under review which you do not dispute; or
- (b) an amount equal to the average amount of your bills in the previous 12 months.

If, after conducting a review, we are satisfied that the bill is correct, you must either pay us the unpaid amount or you may ask us to arrange for a meter test to be conducted. If your meter is tested and found to be accurate in accordance with *Energy Law*, you must pay the cost of that test and any amount of that bill which remains unpaid.

If after conducting a review we find that the bill is incorrect, we will send you a corrected bill. Subject to clause 10, you must pay us any amount which remains unpaid in relation to that corrected bill.

10. **OVERCHARGING AND UNDERCHARGING**

10.1 **Undercharging**

If we have undercharged or failed to charge you for any reason, we can recover the amount undercharged from you subject to the following conditions:

- (a) Unless the **energy retail code** states that we are permitted to do so (such as in the case of fraud) we can only recover the amount undercharged:
 - (i) if the undercharging results from a failure of our billing system, during the 9 months prior to the date on which we notify you that the undercharging has occurred; and
 - (ii) otherwise, during the 12 months prior to the date on which we notify you that the undercharging has occurred;
- (b) We can either issue a special bill to you setting out the amount undercharged, or include the amount undercharged in your next bill;
- (c) In either case, we will list the amount as a separate item in that bill and include an explanation of the amount charged. We will not charge you any interest on that amount; and
- (d) You can elect to pay that amount over the same period of time as it took to accumulate that amount.

10.2 **Overcharging**

Where you have been overcharged:

- (a) we will inform you of the amount overcharged within 10 business days of our becoming aware of the overcharge; and
- (b) if you have already paid the amount overcharged:
 - (i) we will seek your instructions as to whether you would prefer that amount to be refunded by way of a credit in respect of a future bill, a direct payment to you or a payment to another person; and
 - (ii) we will refund the amount overcharged in accordance with your instructions.

We will not be obliged to pay interest on the amount overcharged.

11. **SHORTENED COLLECTION CYCLE**

If you repeatedly fail to pay amounts due to us by the due date for payment under clause 8.1, we may place you on a shortened collection cycle as long as we have first complied with any pre-conditions referred to in the **energy retail code**. We will notify you within 10 business days of our placing you on a shortened collection cycle.

12. **REFUNDABLE ADVANCES**

12.1 **We can require you to provide us with a refundable advance**

We can require you to provide us with a refundable advance in the circumstances and up to the maximum amount referred to in the **energy retail code**.

12.2 **Interest on refundable advances**

Where you have paid a refundable advance, we must pay you interest on the amount of that advance at the bank bill rate and in accordance with the other terms and conditions set out in the **energy retail code** in relation to the payment of interest.

12.3 **Use of refundable advances**

We can only use your refundable advance (and any accrued interest) to offset any amount you owe to us:

- (a) if you fail to pay a bill with respect to the **energy** for which you were required to provide that refundable advance and this results in the disconnection of your **supply address** and you no longer have a right under clause 14 to have your **supply address** reconnected;
- (b) when you vacate your **supply address**;

- (c) when you request us to arrange for the disconnection of the *supply* of the *energy* for which you were required to provide that refundable advance to your *supply address*; or
- (d) when you *transfer* to another retailer for the *supply* of the *energy* for which you were required to provide that refundable advance.

We will account to you for our use of your refundable advance (and any accrued interest), and pay to you any balance remaining in the manner referred to in the *energy retail code*.

12.4 **Return of refundable advances**

We will repay to you any refundable advance (and any accrued interest) at the time and in the manner referred to in the *energy retail code*.

13. **INTERRUPTIONS TO SUPPLY**

13.1 **Your distributor can interrupt or disconnect supply in certain circumstances**

You acknowledge that under the *Energy Law* or any deemed distribution contract under section 40A of the *Electricity Industry Act 2000* or section 48 of the *Gas Industry Act 2001* between you and your distributor for your *supply address*, your *distributor* may interrupt or reduce the *supply* of *energy* to your *supply address* or disconnect your *supply address* for a number of reasons. These reasons include:

- (a) in order to carry out maintenance, repairs or any other alterations to the relevant *distribution system*;
- (b) in order to connect other premises to the relevant *distribution system*;
- (c) at the direction of a relevant regulatory authority; and
- (d) in an *emergency*, for health and safety reasons or due to circumstances beyond the control of your *distributor*.

13.2 **Disconnection for failure to pay**

We can request your *distributor* to disconnect your *supply address* if:

- (a) you have failed to pay a bill in relation to that *supply address* by the relevant 'pay by date' for that bill;
- (b) the *energy retail code* does not state that we cannot arrange for the disconnection of your *supply address* in those circumstances; and
- (c) we have first complied with all other steps referred to in the *energy retail code*.

These steps include the provisions of a reminder notice and a disconnection warning in the form and at the times referred to in the *energy retail code*. Full details of these steps are set out in the *energy retail code*.

If you would like a copy of the *energy retail code* please contact us and we will send a copy to you. Your first copy of the *energy retail code* will be provided free of charge. However, we may charge you for providing more than one copy during any 12 month period.

13.3 **Disconnection in other circumstances**

Unless the *energy retail code* states that we cannot request your *distributor* to disconnect *supply* to your *supply address*, we may also request your *distributor* to disconnect *supply* to your *supply address*:

- (a) if you request us to;
- (b) if due to your acts or omissions we or our representative is unable to gain access to your *supply address* (in accordance with the requirements of clause 17) for the purposes of reading your meter in relation to 3 consecutive bills (but only if we have also complied with all applicable pre-conditions referred to in the *energy retail code*);
- (c) where you refuse to pay a refundable advance, (but only if we have complied with all applicable pre-conditions referred to in the *energy retail code* and you continue to refuse to provide a refundable advance); or

- (d) where you are a new *customer* in relation to us at your *supply address* and you refuse or fail to provide us with acceptable identification when required under this *energy contract* (but only if we have complied with all applicable pre-conditions referred to in the *energy retail code* and you continue to refuse or fail to provide us with acceptable identification).

The disconnection of *supply* to your *supply address* will not prevent or limit any other action that we may be entitled to take on account of your breach of this *energy contract*.

14. RECONNECTION AFTER DISCONNECTION

Where disconnection of *supply* to your *supply address* in accordance with clauses 13.2 or 13.3 has occurred, and you have either rectified the circumstances which gave rise to that disconnection within 10 business days of disconnection occurring or you have applied for a Utility Relief Grant in circumstances where you are eligible for such a grant, you may ask us to procure your *distributor* to re-connect *supply* to your *supply address*.

Following receipt of your request, and subject to you:

- (a) paying to us any charges applying in relation to the disconnection (in the case of gas only) and reconnection (in the case of gas and electricity); and
- (b) complying with any relevant requirements of the *Energy Law*,

we will procure your *distributor* to reconnect *supply* to your *supply address* in the manner and within the time periods agreed with you at that time or, if no time period is agreed, within the time period referred to in the *energy retail code*.

The time periods referred to in the *energy retail code* as at 1 January 2005 are:

- (c) if you request us before 3pm on a business day to reconnect your *supply address*, we will reconnect your *supply address* that day; or
- (d) if you request us after 3pm on a business day to reconnect your *supply address*, we will reconnect your *supply address* before the end of next business day; or
- (e) if you request us before 9pm on a business day to reconnect your *supply address* and you pay any applicable after hours reconnection charge, we will reconnect your *supply address* that day.

15. VACATING A SUPPLY ADDRESS

15.1 You must give us notice if you intend to vacate your *supply address*

You must give us notice of the date on which you intend to vacate (or did in fact vacate) your *supply address*, together with a forwarding address for your final bill.

15.2 When will you cease to be responsible for the energy consumed at your vacated *supply address*?

If you can demonstrate that you were evicted or otherwise forced to vacate your *supply address*, you will continue to be responsible to pay us for all *energy* consumed at that *supply address* for which you had an *energy contract* with us up until you give us notice under clause 15.1, or one of the events referred to in clause 15.3 occurs (whichever happens first).

If you can not demonstrate that you were evicted or otherwise forced to vacate your *supply address*, you will continue to be responsible to pay us for all *energy* consumed at that *supply address* for which you had an *energy contract* with us up until either:

- (a) the end of the third business day after you give us notice under clause 15.1 or the date on which you vacate your *supply address* (whichever happens last); or
- (b) the occurrence of one of the events referred to in clause 15.3.

15.3 Your responsibility will end earlier if someone else is responsible or consumption stops

If:

- (a) we enter into a new *energy contract* with another *customer* for the sale of *energy* to your vacated *supply address*, your responsibility to pay us for that type of

energy consumed at that *supply address* will end when the other *customer's* obligation to pay us for that *energy* consumed at that *supply address* commences under that new *energy contract*;

- (b) another retailer becomes *responsible* for your vacated *supply address*, your responsibility to pay us for that *energy* consumed at that *supply address* will end when that other retailer becomes *responsible* for that *supply address*; or
- (c) your vacated *supply address* is disconnected, your responsibility to pay us for the *energy* consumed at that *supply address* will end when the disconnection of that *energy* is complete.

15.4 **Your liability does not end just because you vacate your *supply address***

- (a) You do not avoid your liability to us under this *energy contract* by vacating your *supply address*.
- (b) If you have an *energy contract* with us for another *supply address*, we may include in a bill for *energy* consumed at that *supply address* the amount payable for *energy* consumed at your vacated *supply address*. That bill must contain the information referred to in clause 7.2 for both your current *supply address* and your vacated *supply address*.

16. **OUR LIABILITY**

16.1 **Our liability is only limited to the extent permitted under the *energy retail code***

- (a) The **Trade Practices Act 1974** (Cth) and the **Fair Trading Act 1999** and other similar laws imply certain conditions, warranties and rights into contracts with consumers that cannot be excluded or limited.
- (b) Unless we are prevented from doing so by one of these laws or an *Energy Law*, you agree that:
 - (i) all statutory implied terms and conditions relating to the suitability of the *energy* we sell to you or its quality, fitness for purpose or safety are excluded; and
 - (ii) we give no warranties or undertakings and we make no representations concerning the suitability of the *energy* we sell to you or its quality, fitness for purpose or safety.
- (c) Any liability we have to you for breach of a condition, right, warranty or representation which is implied into this *energy contract* by one of the laws referred to in clause 16.1(a) but is not excluded by clause 16.1(b), will be limited to the maximum extent permitted (without rendering this clause 16.1(c) void) under that law or the *Energy Law*. In particular, our liability for breach of a condition, right, warranty or representation which is implied into this *energy contract* by one of these laws and is not excluded by clause 16.1(b), will (at our option) be limited to:
 - (i) providing to you equivalent goods or services to those goods or services to which that breach relates; or
 - (ii) paying you the cost of acquiring goods or services which are equivalent to the goods or services to which that breach relates.

16.2 **Our existing rights under *Energy Law* continue to apply**

This clause 16 will apply in addition to (and will not vary or exclude the operation of) any exclusion from or limitation on liability we may be entitled to claim the benefit of:

- (a) for electricity, under an *Electricity Law* (including Section 78(1) of the National Electricity Law (Vic) 1997, Section 120 of the National Electricity Law (2005) and Section 117 of the **Electricity Industry Act 2000**); and

- (b) for gas, under a **Gas Law** (including sections 232 or 233 of the **Gas Industry Act 2001** and section 33 of the **Gas Safety Act 1997** (Vic)).

16.3 **Business customers must take certain 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 poor quality or reliability of the **energy supply**.

16.4 **Force majeure event**

- (a) If either you or we ('affected person') are unable to comply with any of our respective obligations under this **energy contract** due to the occurrence of a **force majeure event**, then compliance with that obligation by the affected person will be suspended for as long as, and to the extent that, compliance with that obligation is affected by that **force majeure event**.
- (b) The affected person must promptly notify the other person if clause 16.4(a) applies and provide details of the **force majeure event**, the obligations that will be affected, an estimate of the likely extent and duration of that impact and the steps that the affected person is taking to remove, overcome or minimise that impact.
- (c) If the effects of a **force majeure event** are widespread, we will be deemed to have given you the notice required by clause 16.4(b) if we make available the relevant information via our 24 hour telephone service within 30 minutes of becoming aware of the occurrence of the **force majeure event** or otherwise as soon as practicable.
- (d) The affected person must use its best endeavours to remove, overcome or minimise the effects of a **force majeure event** as quickly as possible but this will not require the affected person to settle any industrial dispute in any way it does not want to.

17. **ACCESS TO SUPPLY ADDRESS**

Subject to complying with any relevant requirements of the **Energy Law**, you must allow us or our representative safe, convenient and unhindered access to your **supply address** for the following purposes:

- (a) to read the relevant meters;
- (b) to inspect or test the metering installation at your **supply address**; and
- (c) to otherwise assist us to comply with our obligations under this **energy contract** or the **Energy Law**.

You must advise us immediately if you become aware of any potential safety hazard at your **supply address**. You must provide us or our representative with any necessary protection against that hazard.

18. **WRONGFUL USE AND ILLEGAL CONSUMPTION OF ENERGY**

18.1 **You must not wrongfully use energy we sell to you**

You must not:

- (a) use **energy** supplied to your **supply address** otherwise than in accordance with the **Energy Law**; or
- (b) obtain a **supply** of **energy** either fraudulently or other than as permitted by the **Energy Law**.

18.2 **What action can we take?**

If you breach clause 18.1 we may take any one or more of the following actions:

- (a) estimate the amount of **energy** which you have used but not paid for as a result of that breach;
- (b) calculate and recover from you the amount due to us for that **energy** together with any costs incurred by us in investigating your breach, recovering that amount and

repairing or replacing any of our equipment which is damaged as a result of your conduct; and/or

- (c) take action to disconnect **supply** to your **supply address** in accordance with clause 13.3.

19. INFORMATION WE NEED OR ARE REQUIRED TO PROVIDE

You may request us to provide you with certain information or documents referred to in the **energy retail code**. In particular, you can ask for a copy of our **customer charter**.

We will provide you with a copy of our **customer charter** within two business days of receiving your request. We will also provide you with a copy of our **customer charter**:

- (a) at the same time as or as soon as practicable after your **supply address** is connected;
- (b) at the same time as or as soon as practicable after you transfer your **supply address** to us from another retailer; and
- (c) as soon as practicable after your **deemed contract** begins.

In some circumstances we can ask you to pay an **additional retail charge** for providing this information or these documents. We will not however charge you for providing a copy of our **customer charter** or for providing you with one copy of the **energy retail code** in any 12 month period.

We will also advise you of any significant change to the **energy retail code** which may impact upon you as soon as reasonably practicable after that change occurs.

You must provide us with all information we can request you to provide under the **Energy Law** from time to time. In particular, you must:

- (d) provide us with your details and acceptable identification as soon as possible after you commence to take a **supply of energy** at your **supply address** under a **deemed contract**; and
- (e) inform us as soon as possible if there is any change in responsibility for payment of our bill or your contact details or there is any change affecting access to the meters for your **supply address**.

20. WHEN CAN THIS CONTRACT BE AMENDED OR TRANSFERRED?

20.1 We can vary your **energy contract**

We can amend your **energy contract** at any time by publishing a variation to our existing terms and conditions under, in the case of electricity, section 35 of the **Electricity Industry Act 2000** or, in the case of gas, under section 42 of the **Gas Industry Act 2001** in the Government Gazette.

Any such variation must be approved by the Commission before it is published and will operate (once that variation becomes effective under either section 35 of the **Electricity Industry Act 2000** or section 42 of the **Gas Industry Act 2001** as the case may be) to amend the terms and conditions of your **energy contract** so that those terms and conditions are the same as our then current published terms and conditions under section 35 of the **Electricity Industry Act 2000** and/or section 42 of the **Gas Industry Act 2001** as the case may be.

20.2 We can transfer your **energy contract** to another retailer

We may transfer or novate our rights and obligations under your **energy contract** for one or all types of **energy** to another retailer at any time by notice to you if:

- (a) that novation or assignment forms part of the transfer of all or a substantial part of our retail business to that other retailer; or
- (b) you agree to that transfer or novation.

21. NOTICES

Unless the *energy retail code* states that we must do otherwise, all notices, consents, documents or other communications given by us to you must be in writing and delivered by hand, by fax, by mail or e-mail.

We may send notices to you at your *supply address* or, if different, the most recent address that we have for you. If a notice is sent by post, we may assume that you have received the notice on the second business day after it was sent. If a notice is sent by fax, we can assume that you received it at the time the transmission report records the notice was sent in its entirety to you. If a notice is sent by e-mail, we can assume that you received it at the time that it was sent by us.

22. PRIVACY AND CONFIDENTIALITY**22.1 How do we use and disclose *personal information* about you?**

- (a) We are committed to protecting your privacy and handling all *personal information* in accordance with the **Privacy Act 1988** (Cth) and other applicable regulatory instruments and laws.
- (b) In particular, we will comply with any conditions of our retail licence, and with any relevant guideline issued by the Commission concerning the use or disclosure of *personal information* about you.

23. QUERIES AND COMPLAINTS**23.1 Your right to review**

You may make a complaint to us about any decision we have made in relation to the sale and *supply* of *energy* to you at your *supply address*.

23.2 Complaints handling and dispute resolution procedure

Subject to anything to the contrary in this *energy contract*, when we receive a complaint from you, we will deal with your complaint in accordance with our *complaints handling and dispute resolution procedure*, which complies with Australian Standard 4269 and is outlined below.

23.3 Outline of review process**(a) Telephone complaint**

- (i) You may telephone us on the number set out on your bill or otherwise communicated to you, to notify us of any complaint in relation to the sale and *supply* of *energy* to you at your *supply address*.
- (ii) We will try to resolve your complaint through informal negotiations over the telephone.

(b) Written complaint

- (i) Where you are not satisfied with the way we have dealt with your complaint over the telephone, or where you prefer to write to us, you may write to us and formally notify us of your original complaint and your request for a review of your complaint.
- (ii) On receipt of your written complaint and request for review, we will review your complaint and respond to you in writing within 28 days with our decision.

(c) Referral to higher level

Where you are not satisfied with the response received from your first point of contact (whether over the telephone or by written complaint), you may have the complaint reviewed at the higher level. This process elevates your complaint through to the appropriate manager, by telephone or in writing as you prefer.

(d) **Referral of complaint to the ombudsman**

We are a member of the Energy and Water Ombudsman Victoria Scheme. If you are not satisfied with our review and response to your complaint, you may contact the Energy and Water Ombudsman Victoria for further review.

23.4 **Detailed review process available**

Please contact us if you would like further details or a copy of our *complaints handling and dispute resolution procedure*.

24. **COMPLIANCE WITH LAWS**

You must comply at your own cost with the requirements of any *Energy Law* which are expressed to apply to *customers* or to your *supply address* or otherwise relate to the sale or *supply* of *energy* to your *supply address*.

We will also comply with the requirements of any *Energy Law* which are expressed to apply to us.

You must provide all reasonable assistance and co-operation when requested to enable us to comply with the requirements of the *Energy Law*.

If any matter the subject of a term or condition of the *energy retail code* is not expressly dealt with (or, is only expressly dealt with in part) in these terms and conditions, then the term or condition of the *energy retail code* (or the relevant part of that term or condition) dealing with that matter is incorporated into this *energy contract*.

If a term or condition of this *energy contract* is inconsistent with a term or condition of:

- (a) the *energy retail code*, then to the extent of that inconsistency the relevant term or condition set out in this *energy contract* is void and the relevant term or condition of the *energy retail code* is deemed to form part of this *energy contract* in its place; or
- (b) any other *Energy Law*, then to the extent permitted by that *Energy Law*, the provisions of this *energy contract* will prevail and otherwise the provision of the *Energy Law* will prevail to the extent of the inconsistency.

25. **INTERPRETATION AND OTHER GENERAL RULES**

- (a) Subject to paragraph (b), a provision of, or a right created under, this *energy contract* may be waived in writing signed by the relevant party.
- (b) A party may choose not to exercise some or all of its rights, powers or remedies under this *energy contract*, but doing so does not mean it has waived those rights, powers and remedies.
- (c) Where this document contemplates you or us exercising a right or performing an obligation as permitted or required by or otherwise in accordance with or as set out in or contemplated by a term or condition of the *energy retail code*, you or we must exercise that right or perform that obligation as if that term or condition of the *energy retail code* were set out in your *energy contract*.
- (d) Clause 7.6, 8, 9, 10, 12.4, 15.4, 16, 18, 22 and 23 will survive the termination of this *energy contract*.
- (e) In this *energy contract* unless the contrary intention appears:
 - (i) a reference to this *energy contract*, an *Energy Law* or another instrument (or to a clause, section or provision of this *energy contract*, an *Energy Law* or another instrument) includes any amendment to them or any variation or replacement of them;
 - (ii) the singular includes the plural and vice versa, and a reference to one gender includes all genders;
 - (iii) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority, and includes a reference to the

- person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
- (iv) an agreement, representation or warranty on the part of, or in favour of, two or more persons binds, or is for the benefit of them, jointly and severally;
 - (v) any term which is not defined in clause 26 but which is defined in the **energy retail code** will have the meaning given by the **energy retail code** when used in this **energy contract**;
 - (vi) mention of an example or use of the word 'includes' or 'including' will not limit the words that follow; and
 - (vii) if a period of time is specified and dates from a given day or the day of an act or event, that period of time is to be calculated exclusive of that day.
- (f) Headings in this **energy contract** are for convenience and will not affect the interpretation of this **energy contract**.

26. DICTIONARY

Words appearing in bold type like **this** have the following meanings:

additional retail charges will have the same meaning as is given to that term in the **energy retail code**.

billing cycle means the period that applies to you under clause 7.1 from time to time.

complaints handling and dispute resolution procedure means the procedure we have in place from time to time regarding any complaint you may make to us about your **energy contract** or the **supply of energy** to your supply address. This procedure complies with Australian Standard 4269.

consent means explicit informed consent as defined under our retail licences.

cooling-off period will have the same meaning as is given to that term in the **energy retail code**.

customer means a **relevant customer** who buys or proposes to buy energy from us.

customer charter means the document prepared by us including details of your and our rights and obligations under the **Energy Law**.

deemed contract means an **energy contract** that is deemed to apply between us and a customer in relation to a **supply address** under either section 39 of the **Electricity Industry Act 2000** and/or section 46 of the **Gas Industry Act 2001** or an **energy contract** that is deemed to apply between us and a former franchise customer under section 37 of the **Electricity Industry Act 2000** and/or section 44 of the **Gas Industry Act 2001**.

distribution system means in relation to a **distributor**, the system of electric lines and/or gas pipes and associated equipment (whichever is applicable) which that **distributor** is licensed to use to distribute **energy**.

distributor means a person who is licensed to operate a **distribution system** to which your **supply address** is or is intended to be connected. You should note that the same legal entity may be both your **distributor** and retailer.

domestic customer or **small business customer** will have the same meanings as is given to that term in the **Energy Law**.

Electricity Act means the **Electricity Industry Act 2000**.

Electricity Law means the **Electricity Act**, the regulations under the **Electricity Act** and each other law, statute, regulation, proclamation, Order in Council, tariff, licence condition, code, guideline or standard in force from time to time in Victoria which governs the sale or the sale and **supply** of electricity.

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.

energy means gas, electricity or both gas and electricity (depending upon whether you are purchasing gas, electricity or both gas and electricity from us for your **supply address**).

energy contract means a contract for the sale of **energy** by us to a **customer** at a **supply address** (other than a dual fuel contract) and in your case, that contract will comprise these terms and conditions (as amended from time to time in accordance with clause 20) and the category and rate of **standard tariff** applying to you from time to time.

Energy Law means the **Gas Law** and the **Electricity Law**.

energy retail code means the code of that name issued by the Commission.

excluded services means a service other than any network supply service provided by your **distributor** in respect of your **supply address** (such as connection, disconnection, reconnection, special meter reads, service truck visits) and includes:

- (a) for electricity, services which are excluded from the price controls contained in Volume II of the Electricity Distribution Price Determination 2001–2005;
- (b) for gas, the ancillary reference services for which charges and terms are set by each of the gas **distributors** and approved by the Commission, and which include gas connection and metering services and which are published in each **distributor's** reference tariffs;
- (c) any other services for which a charge is imposed on us by a **distributor** with respect to your **supply address** for connection of your **supply address** or the use of the **distributor's distribution system**; and
- (d) any other similar services for which fees or charges are paid by us with respect to your **supply address**.

fixed term contract means an **energy contract** the term of which continues for a fixed, certain or definite period including, in the case of a **deemed contract**, any fixed, certain or definite period under or contemplated by the **Energy Law**.

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

Gas Act means the **Gas Industry Act 2001**.

Gas Law means the **Gas Industry Act 2001**, the regulations under the **Gas Industry Act 2001**, the Gas Distribution System Code, the Retail Rules, the Market System and Operation Rules and each other law, statute, regulation, proclamation, Order in Council, tariff, licence condition, code, guideline or standard in force from time to time in Victoria which governs the sale or the sale and **supply** of gas.

GST has the same meaning as given to that term in the **GST Law**.

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

personal information means information or opinion about you from which your identity is apparent or can reasonably be ascertained.

relevant customer will have the same meaning as is given to that term in the **energy retail code**.

responsible will have the same meaning as is given to that term in the **energy retail code**.

standard tariffs means the tariffs published by us from time to time under:

- (a) section 35 of the **Electricity Industry Act 2000** for electricity, or section 42 of the **Gas Industry Act 2001** for gas; or
- (b) (where applicable) under repealed section 38 of the **Electricity Industry Act 2000** for electricity or repealed section 45 of the **Gas Industry Act 2001** for gas.

standing offer means an offer by us to ***supply*** and sell ***energy*** to a ***domestic customer*** or a ***small business customer*** at that ***customer's supply address*** in accordance with our ***standard tariffs*** and the terms and conditions published by us from time to time under either section 35 of the **Electricity Industry Act 2000** and/or section 42 of the **Gas Industry Act 2001** as the case may be.

standing offer contract means the ***energy contract*** which is created between us and a ***domestic customer*** or a ***small business customer*** when that ***customer*** accepts our ***standing offer***.

supply, in relation to ***energy***, means the delivery of ***energy*** and the provision of any related services which must, if provided by your ***distributor***, be provided under its regulated tariff.

supply address means the address at which we sell ***energy*** to you under this ***energy contract*** and includes:

- (a) for electricity, the relevant market connection point or points (as that term is defined in the National Electricity Code) in respect of that address; and
- (b) for gas, the point where gas leaves the ***distribution system*** before being ***supplied*** to a ***customer***, whether or not it passes through facilities owned or operated by another person after that point and before being so ***supplied***.

transfer will have the same meaning as is given to that term in the ***energy retail code*** and ***transferred*** will have a corresponding meaning.

Geographic Place Names Act 1998**NOTICE OF INTENTION TO REGISTER A GEOGRAPHIC NAME**

The Registrar of Geographic Names hereby gives notice of intention to register the undermentioned place name(s). Any objections to the proposal should be made in writing (stating the reasons therefor) and lodged with the Registrar within 30 days of publication of this notice. If no objections are lodged within this period, the proposed name becomes the official name and will be registered in the Register of Geographic Names.

File No.	Naming Authority	Place Name	Location
GPN 648	Whitehorse City Council	Blackburn Road	Tram stop No. 70 located near the intersection of Burwood Highway and Blackburn Road, Burwood East.
GPN 649	Whitehorse City Council	Sevenoaks Road	Tram stop No. 71 located near the intersection of Burwood Highway and Sevenoaks Road, Burwood East.
GPN 650	Whitehorse City Council	Lakeside Drive	Tram stop No. 72 located near the intersection of Burwood Highway and Lakeside Drive, Burwood East.
GPN 651	Whitehorse City Council	Springvale Road	Tram stop No. 73 located near the intersection of Burwood Highway and Springvale Road, Burwood East.
GPN 652	Whitehorse City Council	Stanley Road	Tram stop No. 74 located near the intersection of Burwood Highway and Stanley Road, Vermont South.
GPN 653	Whitehorse City Council	Vermont South	Tram stop No. 75 located near the intersection of Burwood Highway and Hartland Road, Vermont South.
GPN 654	Greater Dandenong City Council	Paddy O'Donoghue Community Centre	Community centre located in Buckley Street, Noble Park.

Office of the Registrar of Geographic Names

c/- **LAND VICTORIA**

15th Floor

570 Bourke Street

Melbourne 3000

JOHN E. TULLOCH
Registrar of Geographic Names

Geographic Place Names Act 1998**NOTICE OF REGISTRATION OF GEOGRAPHIC NAMES**

The Registrar of Geographic Names hereby gives notice of the registration of undermentioned place names.

File No.	Place Name	Proposer & Location
LA/12/0263	Ancona, Goughs Bay, Jamieson, Kevington, Mansfield, Merton, Mountain Bay.	Mansfield Shire Council. As on version 4.1 of the plan showing the town and rural district names and boundaries within the municipality. Copies of this plan may be inspected at the municipal offices or at the office of the Registrar of Geographic Names.

Office of the Registrar of Geographic Names

c/- **LAND VICTORIA**

15th Floor

570 Bourke Street

Melbourne 3000

JOHN E. TULLOCH

Registrar of Geographic Names

Interpretation of Legislation Act 1984**NOTICE OF INCORPORATED MATERIAL****Meat Industry Regulations 2005**

Notice is given under section 32(3) of the **Interpretation of Legislation Act 1984** that the following documents contain matter incorporated by the Meat Industry Regulations 2005—

Reg. No.	Document	Matter incorporated
22(2)(a), 25(1), 26(1)(a)	AS 4696:2002 Australian Standard for the Hygienic Production and Transportation of Meat and Meat Products for Human Consumption	Parts 1 and 8 and Schedule 1
22(2)(b), 25(2) and 26(1)(b)	AS 4696:2002 Australian Standard for the Hygienic Production and Transportation of Meat and Meat Products for Human Consumption	Parts 1 and 8 (excluding clause 24.3) and Schedule 1
22(2)(b), 25(2), 26(1)(b)	AS 4465:2001 Australian Standard for Construction of Premises and Hygienic Production of Poultry Meat for Human Consumption (Second Edition)	Clause 15.127

Copies of the Incorporated Material were lodged with the Clerk of Parliaments on 30 June 2005.

BOB CAMERON MP
Minister for Agriculture

Planning and Environment Act 1987**BALLARAT PLANNING SCHEME**

Notice of Approval of Amendment

Amendment C83

The Minister for Planning has approved Amendment C83 to the Ballarat Planning Scheme.

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

The Amendment alters the planning scheme maps and the schedule to the Heritage Overlay so that one heritage place included in Victorian Heritage Register is shown in the Ballarat Planning Scheme. The place is:

- Eureka Memorials, Ballarat Cemetery.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne; Department of Sustainability and Environment, 402–406 Mair Street, Ballarat; and at the offices of the City of Ballarat Council, Town Hall, Sturt Street, Ballarat.

GENEVIEVE OVERELL
Deputy Secretary

Built Environment
Department of Sustainability
and Environment

Planning and Environment Act 1987**GREATER GEELONG PLANNING SCHEME**

Notice of Approval of Amendment

Amendment C112

The Minister for Planning has approved Amendment C112 to the Greater Geelong Planning Scheme.

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

The Amendment removes unnecessary referral requirements from the Municipal Strategic Statement and Schedule 6 to the Special Use Zone (Port Areas).

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor,

8 Nicholson Street, East Melbourne; and at the offices of the Greater Geelong City Council, City Hall, 30 Gheringhap Street, Geelong.

GENEVIEVE OVERELL

Deputy Secretary

Built Environment

Department of Sustainability
and Environment

Planning and Environment Act 1987**HEPBURN PLANNING SCHEME**

Notice of Approval of Amendment

Amendment C32

The Minister for Planning has approved Amendment C32 to the Hepburn Planning Scheme.

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

The Amendment alters the planning scheme maps and the schedule to the Heritage Overlay so that one heritage place included in Victorian Heritage Register is shown in the Hepburn Planning Scheme. The place is:

- Elvezia Homestead Complex, Limestone Road, Yandoit.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne; and at the offices of the Hepburn Shire Council, Customer Service Centre, corner of Duke and Albert Streets, Daylesford, Vic. 3460.

GENEVIEVE OVERELL

Deputy Secretary

Built Environment

Department of Sustainability
and Environment

Planning and Environment Act 1987**HORSHAM PLANNING SCHEME**

Notice of Approval of Amendment

Amendment C23

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

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

The Amendment alters the planning scheme maps and the schedule to the Heritage Overlay so that two heritage places included in Victorian Heritage Register are shown in the Horsham Planning Scheme. The places are:

- H1985 – Former Wimmera Stock Bazaar, Hamilton and Darlot Streets, Horsham (HO25);
- H2051 – Pavilion Classroom, Jory Street, Natimuk (HO26).

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne; and at the offices of the Horsham Rural City Council, Civic Centre, Roberts Avenue, Horsham.

GENEVIEVE OVERELL
Deputy Secretary
Built Environment
Department of Sustainability
and Environment

Planning and Environment Act 1987

KINGSTON PLANNING SCHEME

Notice of Approval of Amendment

Amendment C48

The Minister for Planning has approved Amendment C48 to the Kingston Planning Scheme.

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

The Amendment rezones part of the site at 1136–1138 Nepean Highway, Highett from a Public Use Zone 1 (Service and Utility) to a Public Use Zone 7 (Other Public Use) to facilitate the use and development of the Moorabbin Law Courts.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne; and at the

offices of the Kingston City Council, Level 1, 1230 Nepean Highway, Cheltenham.

GENEVIEVE OVERELL
Deputy Secretary
Built Environment
Department of Sustainability
and Environment

Planning and Environment Act 1987

MAROONDAH PLANNING SCHEME

Notice of Approval of Amendment

Amendment C30

The Minister for Planning has approved Amendment C30 to the Maroondah Planning Scheme.

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

The Amendment rezones land at 213–217 and 219–223 Warrandyte Road, Ringwood North, from a Low Density Residential Zone to a Residential 1 Zone and applies a Design and Development Overlay Schedule 7 (DDO7) to the land. DDO7 restricts lots to a minimum size of 1500m² and introduces planning permit requirements for certain types of development.

The Minister has granted the following permit under Division 5 Part 4 of the Act:

Permit No.: M/2002/802.

Description of land: 213–217 and 219–223 Warrandyte Road, Ringwood North.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne; and at the offices of the Maroondah City Council, Customer Service Centres: Ringwood Civic Centre, Braeside Avenue, Ringwood; Level 2, Shop G104, Eastland Shopping Centre, Ringwood; Civic Square Customer Service Centre, Civic Square, Croydon; and Main Street Customer Service Centre, 50 Main Street, Croydon.

GENEVIEVE OVERELL
Deputy Secretary
Built Environment
Department of Sustainability
and Environment

Planning and Environment Act 1987**MORNINGTON PENINSULA****PLANNING SCHEME****Notice of Approval of Amendment****Amendment C64**

The Minister for Planning has approved Amendment C64 to the Mornington Peninsula Planning Scheme.

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

The Amendment applies to land at 3405 Point Nepean Road, Sorrento and varies Schedule 2 of the Design and Development Overlay (Bayside and Village Design) so that the limitation on the number of dwellings (to no more than one dwelling on each lot) does not apply where a development is in accordance with a development plan approved under Clause 43.04 of the planning scheme. The Amendment also varies Clause 43.04 (Development Plan Overlay) by introducing Schedule 12 applying to land at 3405 Point Nepean Road, Sorrento. Other minor consequential changes to the planning scheme have been made as a result.

The Minister has granted the following permit under Division 5 Part 4 of the Act:

Permit No.: CP03/003.

Description of land: 3405 Point Nepean Road, Sorrento, being Lot 1 on TP675125Y.

A copy of the Amendment and permit can be inspected, free of charge, during office hours, at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne; and at the offices of the Mornington Peninsula Shire Council: Mornington Office, Queen Street, Mornington; Rosebud Office, Besgrove Street, Rosebud; and Hastings Office, Marine Parade, Hastings.

GENEVIEVE OVERELL

Deputy Secretary

Built Environment

Department of Sustainability

and Environment

Planning and Environment Act 1987**WHITTLESEA PLANNING SCHEME****Notice of Approval of Amendment****Amendment C50**

The Minister for Planning has approved Amendment C50 to the Whittlesea Planning Scheme.

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

The Amendment applies the Development Contributions Plan Overlay to established urban areas in Lalor, Thomastown, Bundoora, Mill Park, South Morang and Epping for the purpose of funding drainage infrastructure works.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne; and at the offices of the Whittlesea City Council, Ferres Boulevard, South Morang.

GENEVIEVE OVERELL

Deputy Secretary

Built Environment

Department of Sustainability
and Environment

Planning and Environment Act 1987**YARRA RANGES PLANNING SCHEME****Notice of Approval of Amendment****Amendment C44**

The Minister for Planning has approved Amendment C44 to the Yarra Ranges Planning Scheme.

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

The Amendment rezones part of the land at 471 Maroondah Highway, Lilydale from a Business 4 Zone to a Residential 1 Zone to enable the land to be used and developed as part of a retirement village proposed for the balance of the site.

The Amendment also includes heritage places known as 'Kurth Kiln', Beenak Road,

Yellingbo and the 'Bickleigh Vale' Estate, Pembroke Road, Mooroolbark, which have been included in the Victorian Heritage Register, in the Heritage Overlay (Clause 43.01) consistent with the State registrations.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne; and at the offices of the Yarra Ranges Shire Council, Anderson Street, Lilydale.

GENEVIEVE OVERELL
Deputy Secretary
Built Environment
Department of Sustainability
and Environment

ORDERS IN COUNCIL**Corrections Act 1986****REVOCATION OF DECLARATION
OF INTERSTATE LAWS FOR THE
PURPOSES OF PART 8A OF THE
CORRECTIONS ACT 1986 AND
DECLARATION OF NEW INTERSTATE
LAWS FOR THE PURPOSES OF PART 8A
OF THE CORRECTIONS ACT 1986****Order in Council**

The Lieutenant-Governor as the Governor's Deputy, with the advice of the Executive Council, under section 27 of the **Interpretation of Legislation Act 1984** and section 81 of the **Corrections Act 1986** revokes the Orders in Council published in the Government Gazette on 19 August 2004 and 4 November 2004 with respect to declaring that:

- the New South Wales Crimes (Administration of Sentences) (Interstate Leave) Order 2004;
- the Queensland **Corrective Services Act 2000**; and
- the Tasmanian **Corrections Act 1997**

are interstate laws for the purposes of Part 8A of the **Corrections Act 1986**.

The Lieutenant-Governor as the Governor's Deputy, with the advice of the Executive Council, under section 81 of the **Corrections Act 1986** declares that:

- the New South Wales **Crimes (Administration of Sentences) Act 1999**;
- the Queensland **Corrective Services Act 2000**; and
- the Tasmanian **Corrections Act 1997**

are interstate laws for the purposes of Part 8A of the **Corrections Act 1986**.

This Order takes effect on the day that it is published in the Government Gazette.

Dated 5 July 2005

Responsible Minister

TIM HOLDING

Minister for Corrections

RUTH LEACH

Acting Clerk of the Executive Council

Gas Industry Act 2001**ORDER UNDER SECTION 7A****Order in Council**

The Lieutenant-Governor as the Governor's deputy, with the advice of the Executive Council, acting under section 7A of the **Gas Industry Act 2001** (the Act) makes the following Order:

1. Objective

The objective of this Order is to declare a class of persons to be small retail customers for the purposes of section 48B of the Act.

2. Term

This Order commences on the date on which it is published in the Government Gazette.

3. Definitions

In this Order:

“**ancillary supply point**” has the meaning given in the **Gas Industry (Residual Provisions) Act 1994**;

“**new supply point or ancillary supply point**” means a supply point or ancillary supply point which is to be used for the first time or an existing supply point or ancillary supply point to be used to supply a new customer from that supply point or ancillary supply point;

“**supply point**” has the meaning given in the **Gas Industry (Residual Provisions) Act 1994**.

4. Small Retail Customer

For the purposes of section 48B of the Act, a person is a small retail customer in relation to a supply of gas from a supply point unless the person's aggregate consumption of gas taken from the supply point or ancillary supply point has been, or in the case of a new supply point or ancillary supply point, is likely to be, more than 150 gigajoules in any year commencing on or after 1 January 2004.

5. Determination by the Essential Services Commission

The Essential Services Commission may, on application by a person whose interests are affected, make a determination as to whether

a person is or is not a small retail customer in relation to the supply of gas from a supply point or ancillary supply point within the meaning of this Order.

Dated 5 July 2005

Responsible Minister
THEO THEOPHANOUS
Minister for Energy Industries

RUTH LEACH
Acting Clerk of the Executive Council

Electricity Industry Act 2000
ORDER UNDER SECTION 7AA
Order in Council

The Lieutenant-Governor as the Governor's deputy, with the advice of the Executive Council, acting under section 7AA of the **Electricity Industry Act 2000** (the Act) makes the following Order:

1. Objective

The objective of this Order is to declare a class or classes of persons to be small retail customers for the purposes of section 40C of the Act.

2. Term

This Order commences on the date on which it is published in the Government Gazette.

3. Definitions

In this Order “**supply point**” means, in relation to the supply of electricity to a person, the point at which that supply of electricity last leaves a supply facility owned or operated by a distribution company before being supplied to the person, whether or not the electricity passes through facilities owned or operated by any other person after leaving that point before being so supplied.

4. Small Retail Customer

For the purposes of section 40C of the Act, a person is a small retail customer in relation to a supply of electricity from a supply point unless the person's aggregate consumption of electricity taken from the supply point has been, or in the case of a new supply point, is likely to be, more than 20 megawatt hours in any year commencing on or after 1 January 2004.

5. Determination by the Essential Services Commission

The Essential Services Commission may, on application by a person whose interests are affected, make a determination as to whether a person is or is not a small retail customer in relation to the supply of electricity from a supply point within the meaning of this Order.

Dated 5 July 2005

Responsible Minister
THEO THEOPHANOUS
Minister for Energy Industries

RUTH LEACH
Acting Clerk of the Executive Council

SUBORDINATE LEGISLATION ACT 1994 NOTICE OF MAKING OF STATUTORY RULES

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

84. *Statutory Rule:* Commonwealth Games Arrangements Regulations 2005
Authorising Act: Commonwealth Games Arrangements Act 2001
Date of making: 5 July 2005
85. *Statutory Rule:* State Owned Enterprises (Trade Practices) Regulations 2005
Authorising Act: State Owned Enterprises Act 1992
Date of making: 5 July 2005

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:

65. *Statutory Rule:* Audit (Public Bodies) Regulations 2005
Authorising Act: Audit Act 1994
Date first obtainable: 7 July 2005
Code A
66. *Statutory Rule:* Transport (Passenger Vehicles) Regulations 2005
Authorising Act: Transport Act 1983
Date first obtainable: 7 July 2005
Code D
67. *Statutory Rule:* Transport (Taxi-Cabs) Regulations 2005
Authorising Act: Transport Act 1983
Date first obtainable: 7 July 2005
Code D
68. *Statutory Rule:* Transport (Infringements) (Consequential and Restructuring Amendments) Regulations 2005
Authorising Act: Road Safety Act 1986
Transport Act 1983
Date first obtainable: 7 July 2005
Code C
69. *Statutory Rule:* Transport (Ticketing and Conduct) Regulations 2005
Authorising Act: Transport Act 1983
Date first obtainable: 7 July 2005
Code D

- | | |
|--|---|
| <p>70. <i>Statutory Rule:</i> Prevention of Cruelty to Animals (Fee Units) Regulations 2005</p> <p><i>Authorising Act:</i> Prevention of Cruelty to Animals Act 1986</p> <p><i>Date first obtainable:</i> 7 July 2005</p> <p><i>Code A</i></p> | <p>76. <i>Statutory Rule:</i> Cemeteries and Crematoria Regulations 2005</p> <p><i>Authorising Act:</i> Cemeteries and Crematoria Act 2003</p> <p><i>Date first obtainable:</i> 7 July 2005</p> <p><i>Code D</i></p> |
| <p>71. <i>Statutory Rule:</i> Whistleblowers Protection (Amendment) Regulations 2005</p> <p><i>Authorising Act:</i> Whistleblowers Protection Act 2001</p> <p><i>Date first obtainable:</i> 7 July 2005</p> <p><i>Code A</i></p> | <p>77. <i>Statutory Rule:</i> Private Security Regulations 2005</p> <p><i>Authorising Act:</i> Private Security Act 2004</p> <p><i>Date first obtainable:</i> 7 July 2005</p> <p><i>Code D</i></p> |
| <p>72. <i>Statutory Rule:</i> Police (Amendment) Regulations 2005</p> <p><i>Authorising Act:</i> Police Regulation Act 1958</p> <p><i>Date first obtainable:</i> 7 July 2005</p> <p><i>Code A</i></p> | <p>78. <i>Statutory Rule:</i> Private Agents (Amendment) Regulations 2005</p> <p><i>Authorising Act:</i> Private Agents Act 1966</p> <p><i>Date first obtainable:</i> 7 July 2005</p> <p><i>Code A</i></p> |
| <p>73. <i>Statutory Rule:</i> Major Crime (Investigative Powers) Regulations 2005</p> <p><i>Authorising Act:</i> Major Crime (Investigative Powers) Act 2004</p> <p><i>Date first obtainable:</i> 7 July 2005</p> <p><i>Code B</i></p> | <p>79. <i>Statutory Rule:</i> Terrorism (Community Protection) (Chemicals and Substances) Regulations 2005</p> <p><i>Authorising Act:</i> Terrorism (Community Protection) Act 2003</p> <p><i>Date first obtainable:</i> 7 July 2005</p> <p><i>Code A</i></p> |
| <p>74. <i>Statutory Rule:</i> Electricity Safety (Electric Line Clearance) Regulations 2005</p> <p><i>Authorising Act:</i> Electricity Safety Act 1998</p> <p><i>Date first obtainable:</i> 7 July 2005</p> <p><i>Code C</i></p> | <p>80. <i>Statutory Rule:</i> Petroleum (Submerged Lands) (Amendment) Regulations 2005</p> <p><i>Authorising Act:</i> Petroleum (Submerged Lands) Act 1982</p> <p><i>Date first obtainable:</i> 7 July 2005</p> <p><i>Code A</i></p> |
| <p>75. <i>Statutory Rule:</i> Cemeteries (Incorporation of Trusts) (Amendment) Regulations 2005</p> <p><i>Authorising Act:</i> Cemeteries Act 1958</p> <p><i>Date first obtainable:</i> 7 July 2005</p> <p><i>Code A</i></p> | <p>81. <i>Statutory Rule:</i> Transport (Taxi-Cab Licences – Trading) Regulations 2005</p> <p><i>Authorising Act:</i> Transport Act 1983</p> <p><i>Date first obtainable:</i> 7 July 2005</p> <p><i>Code A</i></p> |

82. *Statutory Rule:* Marine (Fees)
Regulations 2005
Authorising Act: Marine Act 1988
Date first obtainable: 7 July 2005
Code A

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