



Victoria Government Gazette

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No. G 49 Thursday 4 December 2008

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GENERAL

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As from 4 December 2008

The last Special Gazette was No. 335 dated 3 December 2008.

The last Periodical Gazette was No. 2 dated 31 October 2008.

How To Submit Copy

- See our webpage www.craftpress.com.au
 - or contact our office on 9642 5808
between 8.30 am and 5.30 pm Monday to Friday
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Copies of recent Special Gazettes can now be viewed at the following display cabinet:

- 1 Treasury Place, Melbourne (behind the Old Treasury Building)
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**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)
CHRISTMAS PERIOD 2008**

Please Note:

The final Victoria Government Gazette (General) for 2008 (G52/08) will be published on **Wednesday 24 December 2008**.

Copy deadlines:

Private Advertisements **9.30 am on Friday 19 December 2008**

Government and Outer
Budget Sector Agencies Notices **9.30 am on Monday 22 December 2008**

Office Hours:

The Victoria Government Gazette Office is open during normal office hours over the holiday period, i.e. 8.30 am to 5.30 pm Monday to Friday, excluding public holidays.

Where urgent gazettal is required after hours, arrangements should be made with the Government Gazette Officer on 0419 327 321.

JENNY NOAKES
Government Gazette Officer

**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)
NEW YEAR WEEK 2009**

Please Note:

The Victoria Government Gazette (General) for New Year week (G1/09) will be published on **Friday 2 January 2009**.

Copy deadlines:

Private Advertisements **9.30 am on Monday 29 December 2008**

Government and Outer
Budget Sector Agencies Notices **9.30 am on Monday 29 December 2008**

Office Hours:

The Victoria Government Gazette Office is open during normal office hours over the holiday period, i.e. 8.30 am to 5.30 pm Monday to Friday, excluding public holidays.

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JENNY NOAKES
Government Gazette Officer

VICTORIA GOVERNMENT GAZETTE

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JENNY NOAKES
Government Gazette Officer

PRIVATE ADVERTISEMENTS

Anglican Trusts Corporations Act 1884

CONSENT

In the matter of an Application under sections 6, 7 and 8 of Act 797 in regard to all that piece or parcel of land being part of portion Number Twelve of Section Number four of the said Parish of Nillumbik being part of Lot Number Two hundred and eighty on the Plan of subdivision thereof commencing at a point forming the north-west corner of the boundary line of Lot Two hundred and eighty one thence along the northern boundary line of Lot Number Two hundred and eighty forming the southern boundary line of a Street half a chain wide called John Street running westerly twenty-two feet thence in a line at right angles to the last line bearing south two hundred and eighty-three feet thence along the northern boundary line of a Street one chain wide called Pitt Street twenty-two feet thence at a line at right angles to the last line being the western boundary line of Lot Number two hundred and eighty one aforesaid two hundred and eighty-three feet to the commencing point vested in William Patrick Ford, Henry Stooke, John Lindsay Beale, Alfred Armstrong and Thomas Batt as Trustees and all that piece or parcel of Land lying and being in the Parish of Nillumbik in the County of Evelyn in the Colony of Victoria being part of Portion Number Twelve of Section Four of the said Parish and being Lot Number Two hundred and eighty-one on the plan of subdivision thereof commencing at a point on the South side of a certain Street called John Street reserved out of said Portion Number Twelve and which said point is distant Two hundred and sixty-four feet East from the South-west corner or angle formed by John Street aforesaid and a certain other Street called Maria Street reserved out of said Portion Number Twelve and bounded on the North by John Street aforesaid by a line running along the Southern boundary line of John Street aforesaid from the said commencing point further Easterly Sixty-six feet bounded on the East by lot Number Two hundred and eighty-two in said plan of subdivision by a line at right angles to the last line bearing Southerly Two hundred and eighty-three feet bounded on the South by a certain other Street reserved out of said Portion Number Twelve called Pitt Street

by a line at right angles to the last line bearing westerly along the Northern boundary line of Pitt Street aforesaid Sixty-six feet and bounded on the West by Lot Number Two hundred and eighty on said plan of subdivision by a line at right angles to the last line bearing Northerly Two hundred and eighty-three feet home to the commencing point vested in Henry Dendy, Henry Stooke, John Lindsay Beale, Alfred Armstrong and Thomas Batt as Trustees.

I, Philip Leslie Freier of Bishops court, 120 Clarendon Street, East Melbourne 3002, Archbishop of the Anglican Diocese of Melbourne, consent on behalf of the Trustees, they being deceased, to the registration of Melbourne Anglican Trust Corporation as proprietor of the land. If within one calendar month from publication of this advertisement no proceedings be taken by any of the persons in whose name the consent is given, such consent shall upon the expiration of such one month be as effective for the purposes of the Act as a consent given by the Trustees themselves.

Dated 13 November 2008

Signed in Victoria by
PHILIP LESLIE FREIER

signing his name '+Philip Melbourne' in the presence of:
CORALI SALA TENNA

DISSOLUTION OF PARTNERSHIP

Take notice that the partnership heretofore existing between Jillian Iris Barker and Sydney Barker carrying on business under the name of Barker Pallets, registered number 0651177W, is dissolved as from this day.

Dated at Geelong 19 November 2008

Signed for and on behalf of Jillian Iris Barker by her solicitor and agents

MESSRS. INGPEN & BENT, solicitors,
95 Yarra Street, Geelong, Vic. 3220.

Re: DULCIE MARY CHILES, late of 1 New Street, Hawthorn, Victoria 3122, widowed, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 July 2008, are required by the

trustees, Lynette Ellen Westland and Rosemary Margaret Bandel, to send particulars of their claim to the trustees, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date they may convey or distribute the assets, having regard only to the claims of which they have notice.

A. B. NATOLI PTY, solicitors,
24 Cotham Road, Kew 3101.

Re: Estate of ALBERT COPELAND JOBLING, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of ALBERT COPELAND JOBLING, late of 349–351A North Road, Caulfield South, Victoria, marine engineer, who died on 10 August 2008, are required by Wendy Margaret Jobling and Thomas William Jobling, the executors of the Will and three Codicils of the deceased, to send particulars of their claim to Andrew McMullan & Co., solicitors, 64 Kingsway, Glen Waverley, Victoria, solicitors for the executors of the estate, within 90 days from the date of this advertisement, after which time the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

ANDREW McMULLAN & CO., solicitors,
64 Kingsway, Glen Waverley, Victoria 3150.

Re: Estate of MARGARET HUMBLE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of MARGARET HUMBLE, late of 7 Ashton Street, Glen Waverley, Victoria, home duties, who died on 25 October 2008, are required by Jane Humble, John Bruce Humble and Peter James Humble, the executors of the Will of the deceased, to send particulars of their claim to Andrew McMullan & Co., solicitors, 64 Kingsway, Glen Waverley, Victoria, solicitors for the executors of the estate, within 90 days from the date of this advertisement, after which time the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

ANDREW McMULLAN & CO., solicitors,
64 Kingsway, Glen Waverley, Victoria 3150.

Re: PHYLLIS DOROTHY LYNCH, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of PHYLLIS DOROTHY LYNCH, deceased, late of 23A Elizabeth Street, Oakleigh, Victoria, home duties, who died on 3 October 2008, are required by John Webb and Robert Stanley Smart, the executors of the Will of the deceased, to send particulars of their claim to Andrew McMullan & Co., solicitors, 64 Kingsway, Glen Waverley, Victoria, solicitors for the executors of the estate, within 90 days from the date of this advertisement, after which time the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

ANDREW McMULLAN & CO., solicitors,
64 Kingsway, Glen Waverley, Victoria 3150.

Re: BEVERLEY RAE MATTHEWS, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of BEVERLEY RAE MATTHEWS, late of 14 Madeline Street, Glen Waverley, Victoria, home duties, who died on 8 September 2008, are required by Peter Thomas Matthews and Andrew Bryan Matthews, the proving executors of the Will of the deceased, to send particulars of their claim to Andrew McMullan & Co., solicitors, 64 Kingsway, Glen Waverley, Victoria, solicitors for the executors of the estate, within 90 days from the date of this advertisement, after which time the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

ANDREW McMULLAN & CO., solicitors,
64 Kingsway, Glen Waverley, Victoria 3150.

Re: Estate of MABEL BETTY SCRIVEN, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of MABEL BETTY SCRIVEN, late of 4 Suva Street, Mulgrave, Victoria, home duties, who died on 22 October 2008, are required by Garry Gordon Scriven and Raelene Elizabeth Taylor, the executors of the Will of the deceased, to send particulars of their claim to Andrew McMullan & Co., solicitors, 64 Kingsway, Glen Waverley, Victoria, solicitors

for the executors of the estate, within 90 days from the date of this advertisement, after which time the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

ANDREW McMULLAN & CO., solicitors,
64 Kingsway, Glen Waverley, Victoria 3150.

Re: Estate of JOHN ROSS PAPWORTH, deceased.

In the estate of JOHN ROSS PAPWORTH of 6 McColl Street, Kerang, in the State of Victoria, pensioner, deceased. Creditors, next-of-kin and all other persons having claims against the estate of the said deceased, are required by Lorraine Mary Learmonth, the executrix of the Will of the said deceased, to send particulars of such claims to her, in care of the undermentioned solicitors within two months from the date of publication of this notice, after which date she will distribute the assets, having regard only to the claims of which she then has notice.

BASILE & CO. PTY LTD, legal practitioners,
46 Wellington Street, Kerang, Vic. 3579.

Re: COLIN KEITH McMANUS, late of 173 Best Street, Sea Lake, Victoria, farmer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 November 2007, are required by the trustees, Marylyn Margaret Raudino of 39 School Road, Beverford, Victoria, teacher's assistant, daughter, Murray Roderick McManus of 3 Georges Road, Ringwood, Victoria, postal worker, son, and Peteria Louise Bailey of Church Street, Woomelang, Victoria, home duties, daughter, to send particulars to the trustees by 2 February 2009, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

BASILE PINO & CO., solicitors,
213 Campbell Street, Swan Hill 3585.

Creditors, next-of-kin and others having claims in respect of the estate of MARGARET LORRAINE STEVENSON, also known as Lorraine Stevenson, late of 60 Geelong Road, Bannockburn, home duties, deceased, who died on 8 November 2007, are required by the executor, Graeme Adrian Sharkey, to send

particulars to him, care of the undermentioned solicitors, by 9 February 2009, after which date the executor intends to convey or distribute the assets of the estate, having regard only to the claims of which he then has notice.

BOWMAN & KNOX, solicitors,
32 Fenwick Street, Geelong 3220.

PAMELA ANNIE LLOYD, late of 20 St Georges Road, Elsternwick, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 May 2008, are required by the trustee, Sarah Jane Jones, to send particulars to the trustee by 4 February 2009, care of the undermentioned solicitors, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

FISCHER McCRAE, solicitors,
Level 3, 389 Lonsdale Street, Melbourne 3000.

BEVERLEY MERRILL MACLELLAN, late of 'The Mount', Bonwick Avenue, San Remo, Victoria, music teacher, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 March 2008, are required by the trustees, Elizabeth Margaret McCrae and Vivian Harvey Allatt, to send particulars to the trustees by 4 February 2009, care of the undermentioned solicitors, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

FISCHER McCRAE, solicitors,
Level 3, 389 Lonsdale Street, Melbourne 3000.

Re: ROBERT MAXWELL JENNINGS, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 June 2008, are required by the trustee, Valerie Eva Jennings, to send particulars to her, care of the undersigned solicitors, by 4 February 2009, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

Re: MARGARET ELIZABETH JOHNSON, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 July 2008, are required by the trustee, James Neil Johnson, to send particulars to him, care of the undersigned solicitors, by 4 February 2009, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

Re: WANDA MARGOT ROBINSON, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 July 2008, are required by the trustees, Vaughan Scott Reeves and Kim Morys Bainbridge, to send particulars to them, care of the undersigned solicitors, by 4 February 2009, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

Re: ELAINE ELSIE AMELIA RUNCIMAN, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 August 2008, are required by the trustee, Cheryl Mary Amelia Taylor, to send particulars to her, care of the undersigned solicitors, by 4 February 2009, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

Re: JOHN HENRY STRANG, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 July 2008, are required by the trustee, Andrew William Strang, to send particulars to him, care of the undersigned solicitors, by 4 February 2009, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

Re: DONALD ALEXANDER IRVINE, late of 139 Atherton Road, Oakleigh, Victoria, cabinet maker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 31 May 2008, are required to send particulars of their claims to the executors, care of Hall & Petranis, PO Box 723, Oakleigh 3166, by 2 February 2009, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

HALL & PETRANIS, solicitors,
PO Box 723, Oakleigh 3166.

Re: JOAN D'VELLE-SMITH, late of Shoreham Private Nursing Home, Shoreham, Victoria, but formerly of 2 Frederick Street, Red Hill South, Victoria, retired nurse, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 July 2008, are required by the trustee, Peter Lee Tong Ng, to send particulars to the undermentioned solicitors, by no later than 11 May 2009, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

HUNT, McCULLOUGH, KOLLIAS & CO.,
solicitors,
210 Main Street, Mornington 3931.

Re: ALBERT JOHN SHIMMINS, late of Armitage Manor Hostel, 241 Dandenong Road, Windsor, Victoria, retired scientist, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 October 2007, are required by the executor, John Thomson Macmillan, to send particulars to him, care of John T. Macmillan, lawyer, by 4 February 2009, after which date the executor intends to convey or distribute the assets of the estate, having regard only to the claims of which the executor has notice.

JOHN T. MACMILLAN, lawyer,
Suite 4, Level 10, 221 Queen Street,
Melbourne 3000.

CHARLES HUMPHREY WALTON, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of CHARLES HUMPHREY WALTON, who died on 6 September 2008, are required by the trustees, Joanne Richards and Beverley Richards, to send particulars of their claims to the trustees, care of the undermentioned solicitors, by 2 February 2009, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they have notice.

K. P. ABBOTT & CO., solicitors,
1628 High Street, Glen Iris 3146.

Re: EDNA GLADYS MAY MAIN, late of 22 Hemmings Street, Dandenong, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 31 July 2008, are required by the trustee, Annette Main, care of 40–42 Scott Street, Dandenong, Victoria 3175, to send particulars to the trustee by 3 February 2009, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MACPHERSON + KELLEY, lawyers,
40–42 Scott Street, Dandenong 3175.

Re: ELIZABETH FLEMING YOUNG, late of 21 Maple Crescent, Camberwell, Victoria, retired stenographer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 February 2008, are required by the trustee, Perpetual Trustees Consolidated Limited, in the will called National Mutual Trustees Limited, of Level 28/360 Collins Street, Melbourne, Victoria, to send particulars to the trustee by 2 February 2009, 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.

Re: BEVERLEY ANN JONES, late of 381 Stephenson Road, Mount Waverley, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 September 2008, are required by the trustee, Irvine James Jones, to send particulars

to the trustee, care of the undermentioned solicitors, by 4 February 2009, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MASON SIER TURNBULL, lawyers,
315 Ferntree Gully Road, Mount Waverley 3149.

MERVYN ARTHUR CALLAGHAN, late of Hedley Sutton Homes, 2 Gascoyne Street, Canterbury, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 July 2008, are required by the trustees, Andrew Peter Webster and Ian James Tyler, to send particulars to them, care of the undermentioned solicitors, by 19 February 2009, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

PEARCE WEBSTER DUGDALES, lawyers,
4th Floor, 379 Collins Street, Melbourne 3000.

Re: ROSARIA GUGLIELMINO, late of 399 Moreland Road, Coburg, Victoria, gentlewoman, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 August 2008, are required by the trustee, Tony Gaetano Guglielmino, in the Will called Tony Guglielmino, care of 636 Sydney Road, Brunswick, workshop service co-ordinator, the son, to send particulars to the trustee by 6 May 2009, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

RANGLES, COOPER & CO. PTY LTD,
solicitors,
636 Sydney Road, Brunswick 3056.

Creditors, next-of-kin and others having claims in respect of the Will of MERLE MOREEN JAMIESON, late of 46 Dianne Avenue, Craigieburn, deceased, who died on 3 September 2008, are requested to send particulars of their claims to the executor, Rodney Kenneth Carter, care of the undermentioned legal practitioner, by 11 March 2009, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

SPENCER LAW PARTNERS, solicitors,
Level 1, 280 Spencer Street,
Melbourne, Vic. 3000.

OMAND MILLER, late of Room 82 Faversham House, 27 Shierlaw Avenue, Canterbury, Victoria, retired manager, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 August 2008, are required by Trust Company Limited, ACN 004 027 749, of 3/530 Collins Street, Melbourne, Victoria, one of the executors, to send particulars to it by 11 February 2009, after which date Trust Company Limited may convey or distribute the assets, having regard only to the claims of which it then has notice.

Re: FREDERICK JAMES WINTER, late of 16 Mermaid Court, Patterson Lakes, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 August 2008, are required to send particulars of their claims to the executor, care of GPO Box 1946, Melbourne, Victoria 3001, by 27 February 2009, after which date the executors may convey or distribute the assets, having regard only to the claims of which they may then have notice.

WILLS & PROBATE VICTORIA, lawyers,
Level 3, 20–22 McKillop Street, Melbourne 3000.

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

On Wednesday 17 December 2008 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Craig Guy Carmichael of 1097 Glenhuntly Road, Glenhuntly, joint proprietor with Amanda Lee Carmichael of an estate in fee simple in the land described on Certificate of Title Volume 08202 Folio 996, upon which is erected a dwelling known as 5 Georgian Court, Balwyn.

Registered Mortgage No. AF665115G, affects the said estate and interest.

Payment Terms – Cash/Eftpos (Debit Cards only / no Credit Cards) / bank cheque or solicitors trust account cheque. Hammer price plus 10% GST must be paid in full at the fall of the hammer.

There are no exceptions to these arrangements.

SW080019318

K. GRIFFIN
Sheriff's Office
Phone (03) 9947 1539

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

On Thursday 11 December 2008 at 11.30 am in the morning at the Ballarat Sheriff's Office, 10 Dana Street, Ballarat (unless process be stayed or satisfied).

All the estate and interest (if any) of Kayleen Devereux of 9 Mt Helen Drive, Mount Helen, as shown on Certificate of Title as Kayleen Joy Devereux, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 10349 Folio 387, upon which is erected a dwelling known as Unit 1/1 Bellbird Court, Mount Helen.

Reference RACV VicRoads Country Street Directory Edition 6 map 572 H9.

Registered Mortgage No. X831701Y, Caveat No. AF183441D, Caveat No. AF193052J, and Caveat No. AF665921C affects the said estate and interest.

Payment Terms – Cash/Eftpos (Debit Cards only/no Credit Cards) / bank cheque or solicitors trust account cheque. Hammer price plus 10% GST must be paid in full at the fall of the hammer.

There are no exceptions to these arrangements.

SW080065397

K. GRIFFIN
Sheriff's Office
Phone (03) 9947 1539

Unclaimed Moneys Act 1962

Register of Unclaimed Moneys held by the —

<i>Name of Owner on Books and Last Known Address</i>	<i>Total Amount Due to Owner</i>	<i>Description Of Unclaimed Money</i>	<i>Date when Amount first became Payable</i>
PHILIP MORRIS (AUSTRALIA) LIMITED			
\$			
The Lucky Charm, Unit 3/691 Marshall Road, Malaga, WA	200.27	Cheque	13/04/06
Bodyline Spa & Sauna, 10 Taylor Street, Darlinghurst, NSW	220.00	"	20/07/06
Coolabah Tree Café, 1/1717 Ipswich Road, Rocklea, Qld	220.00	"	04/05/06
Yeah Baby, 297-299 Brunswick Street, Fortitude Valley, Qld	239.58	"	12/07/06
Showgirls Niteclub, 130 Queen Street, Brisbane, Qld	249.26	"	28/09/06
Victoria Hotel, 312 Victoria Street, North Adelaide	264.00	"	13/06/06
Avoca's Café, 2/179 Avoca Drive, Avoca Beach, NSW	275.00	"	18/05/06
Scu Bar, 224-228 Queen Street, Melbourne	294.80	"	28/03/06
Black Hill Hotel, 502 Peel Street, Ballarat	297.44	"	18/04/06
Showgirls Niteclub, 130 Queen Street, Brisbane, Qld	297.66	"	11/08/06
525 George Street, 525 George Street, Sydney, NSW	302.50	"	07/09/06
Century Tower, Shop 1, 190 Queen Street, Melbourne	302.50	"	"
Circular Quay, Shop 1, 37 Pitt Street, Sydney, NSW	302.50	"	"
Pymont Point, 2-14 Bunn Street, Pymont, NSW	302.50	"	"
2 Market Street, Tiffany Plaza, 95-97 Grafton Street, Bondi Junction, NSW	302.50	"	18/05/06
Asswan, 44 Park Street, Sydney, NSW	302.50	"	"
Bondi Star Convenience, Shop 4A Campbell Parade, Bondi Beach, NSW	302.50	"	"
Liberty Grove, Shop 1, 50-58 Macleay Street, Potts Point, NSW	302.50	"	17/02/06
Firefly Espresso & Wine Bar, Pier 7, 17 Hickson Road, Walsh Bay, NSW	330.00	"	22/06/06
Caffeine, 344 Swanston Street, Storey Building, RMIT, Melbourne	330.00	"	04/05/06
Java Espresso, 30 Marketson Street, Brisbane, Qld	330.00	"	02/02/06
Marma Gully Hotel, 53 Marma Street, Murtoa	349.80	"	12/05/06
Yeah Baby, 297-299 Brunswick Street, Fortitude Valley, Qld	367.84	"	27/02/06
Showgirls Niteclub, 130 Queen Street, Brisbane, Qld	392.04	"	24/03/06
Clean Air Society of Australia, 70 Olinda–Monbulk Road, Olinda	400.00	"	13/07/06
Nepean Hotel, 73 Nepean Highway, Moorabbin	421.30	"	18/04/06
Scu Bar, 224-228 Queen Street, Melbourne	422.40	"	13/06/06

Showgirls Niteclub, 130 Queen Street, Brisbane, Qld	534.82	”	04/05/06
Century Tower, Shop 1, 190 Queen Street, Melbourne	605.00	”	17/02/06
Showgirls Niteclub, 130 Queen Street, Brisbane, Qld	617.10	”	18/04/06
Ettos Cafe Mercato, Shop 1, 130 Elizabeth Street, Sydney, NSW	660.00	”	20/07/06
Showgirls Niteclub, 130 Queen Street, Brisbane, Qld	694.54	”	27/02/06
Showgirls Niteclub, 130 Queen Street, Brisbane, Qld	822.80	”	13/06/06
Hyde Cocktail Lounge, 312 Russell Street, Melbourne	880.00	”	27/07/06
Yassmin Convenience Store, 73 Goulburn Street, Sydney, NSW	907.50	”	07/09/06
Century Tower, Shop 1, 190 Queen Street, Melbourne	907.50	”	18/05/06
United Retail Group, 67 Pakington Street, Geelong West	2,640.00	”	28/02/06
Tinbilly Travellers, 466 George Street, Brisbane, Qld	3,300.00	”	”
Gilhooleys Loganholme, Bryants Road, Loganholme, Qld	4,500.00	”	”

08326

CONTACT: NIGEL SCOTT, PHONE: (03) 8531 1224.

Unclaimed Moneys Act 1962

Register of Unclaimed Moneys held by the —

<i>Name of Owner on Books and Last Known Address</i>	<i>Total Amount Due to Owner</i>	<i>Description Of Unclaimed Money</i>	<i>Date when first became Payable</i>
SAINES LUCAS SOLICITORS			
	\$		
Jennifer May O’Bree Wood, 13 Mardango Drive, Mount Helen	659.90	Cheque	15/02/06

08324

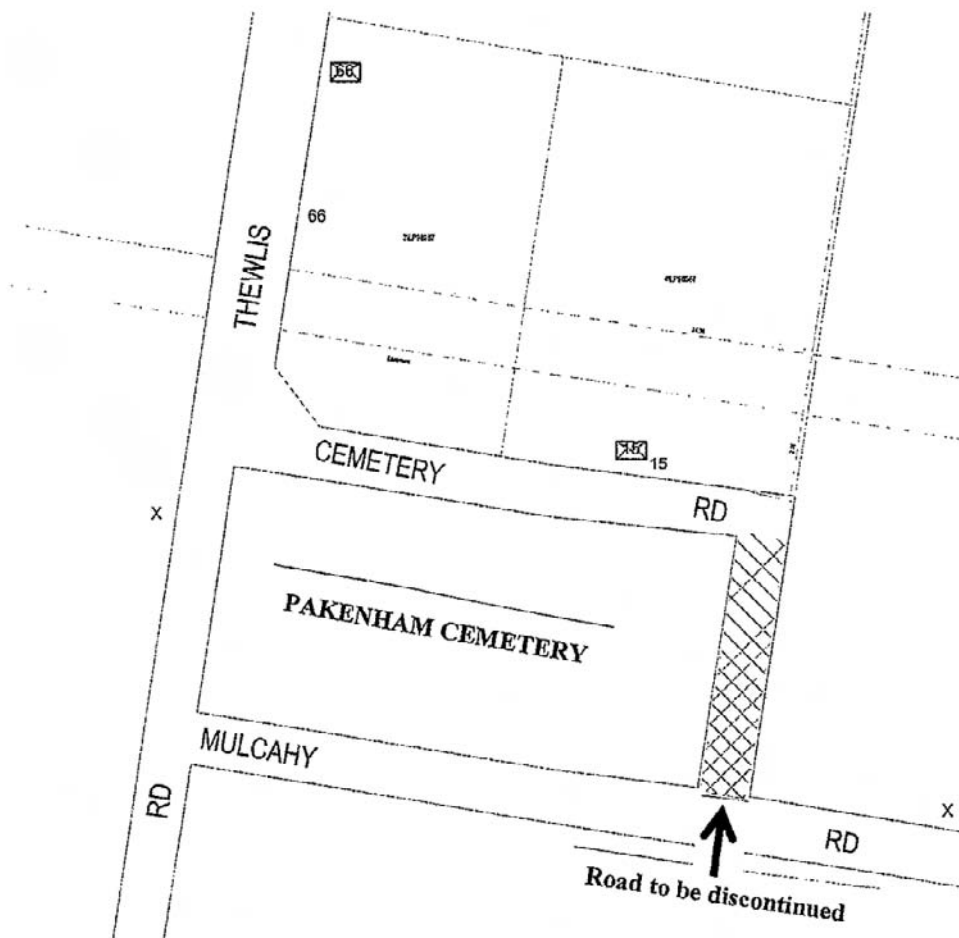
CONTACT: MARILYN SCHMIDT, PHONE: (03) 5332 1584.

**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 Cardinia Shire Council, at its ordinary meeting held on 20 October 2008, formed the opinion that the 'road' hatched and shown on the plan below, adjoining the eastern end of the Pakenham Cemetery, is not reasonably required as a road for public use and as such Council resolved to discontinue the road and to transfer the land from the road to the Pakenham Cemetery Trust.

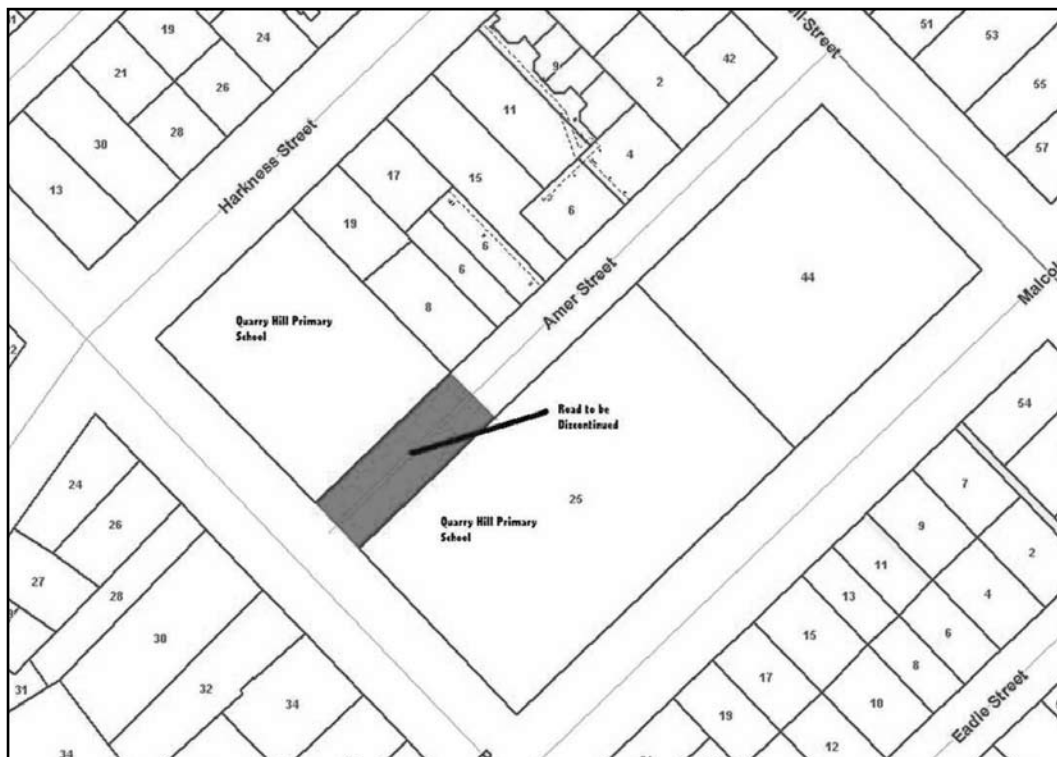


GARRY McQUILLAN
Chief Executive Officer



Road Discontinuance
Amer Street, Quarry Hill

The City of Greater Bendigo at its Ordinary Meeting on 19 December 2007 resolved to discontinue part of Amer Street, Quarry Hill, in accordance with section 207 and schedule 10 of the **Local Government Act 1989**.

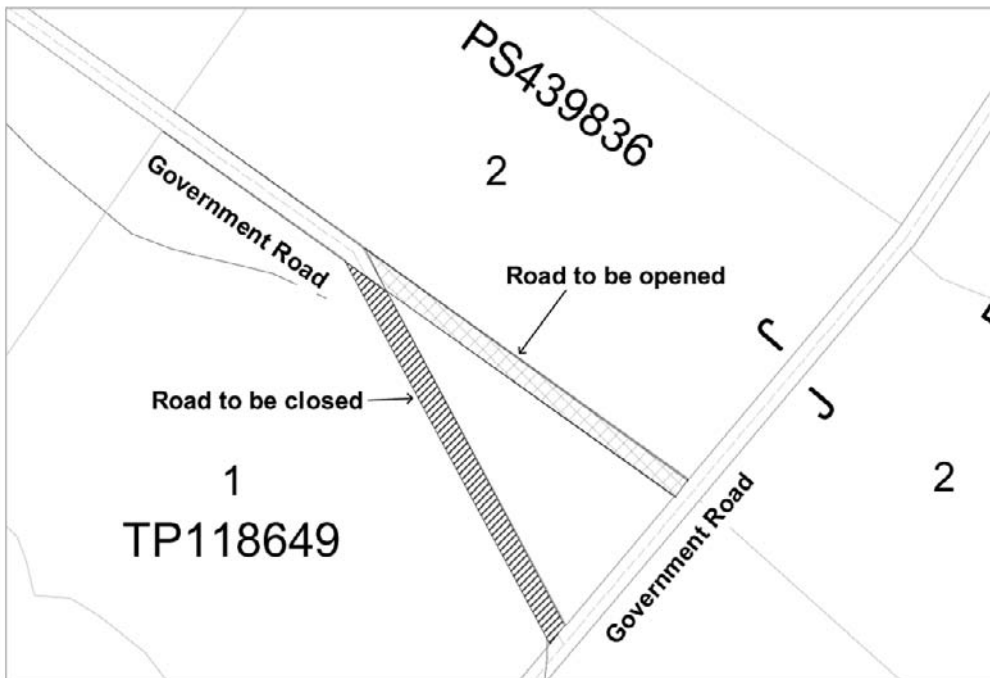


CRAIG NIEMANN
Chief Executive



Proposed Road Exchange

Further to the resolution of Council at its meeting of 16 September 2008 and to the Consent of the Minister, notice is given that of this date, the road exchange being part of an unused road located between PS439836 and TP118649, Parish of Balmattum, as shown on the attached plan, has been finalised.



KEVIN HANNAGAN
Chief Executive Officer

Domestic (Feral and Nuisance) Animals Act 1994

MELBOURNE CITY COUNCIL

Municipal Order

The Melbourne City Council resolved at its meeting on 29 July 2008 to make an Order pursuant to section 26(2) of the **Domestic (Feral and Nuisance) Animals Act 1994**. This Order will take effect on Thursday 4 December 2008 and replaces the Municipal Order published by the Council in Victoria Government Gazette G36, page 2260, on 7 September 2000.

1. Dogs on Leash

Subject to paragraph 2 below, the owner of any dog must keep the dog under effective control by means of a chain, cord or leash not exceeding 3 metres held by the owner and attached to the dog while the dog is in a reserve or any public place in the municipality, except where otherwise designated by signs as being a designated reserve.

A dog may be exercised off a chain, cord or leash in a designated reserve provided the owner:

- Carries a chain, cord or leash not exceeding 3 metres in length, sufficient to bring the dog under effective control if the dog behaves in a manner which threatens any person or animal;
- Remains in effective voice or hand control of the dog and within constant sight of the dog so as to be able to promptly place the dog on a chain, cord or leash not exceeding 3 metres in length if that becomes necessary; and
- Does not allow the dog to worry or threaten any person or animal, and does not allow the dog to attack any person or animal.

If a dog is off a chain, cord or leash, it must be brought under effective control by means of a chain, cord or leash not exceeding 3 metres in length if the dog is within 20 metres of:

- a children's play equipment area
- a permanent barbecue or picnic area.

2. Dogs Prohibited

Dogs are prohibited from entering or remaining in a prohibited area at any time of the day.

3. Definitions

'**Designated Reserve**' means those parts of the following reserves as are designated by signs and shown on the attached maps as off leash areas.

- Fawkner Park
- Goschs Paddock
- Holland Park
- North Melbourne Recreation Reserve
- Princes Park
- Royal Park
- Yarra Park.

'**Owner**' has the same meaning as in the **Domestic (Feral and Nuisance) Animals Act 1994**.

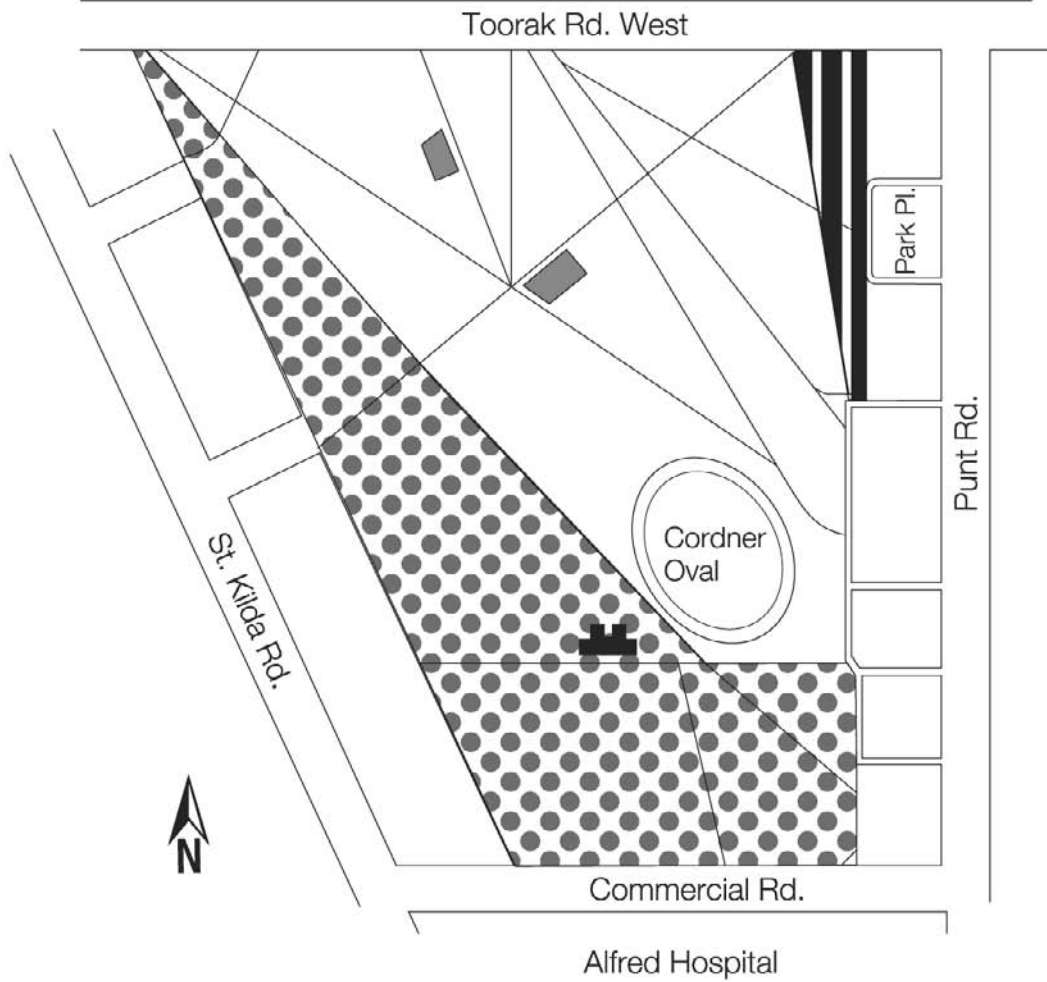
'**Prohibited Area**' means the sections of Fawkner Park bounded by Park Place and areas in Royal Park as shown on the attached plan.

'**Public Place**' has the same meaning as in the **Summary Offences Act 1966**.

‘Reserve’ means any park, garden, square or reserve within the municipality and includes:

- Alexandra Gardens
- Argyle Square
- Batman Park
- Bayswater Road Park
- Carlton Gardens
- Clayton Reserve
- College of Surgeons
- Cordon Reserve
- Darling Square
- Fawkner Park
- Fitzroy Gardens
- Flagstaff Gardens
- Gardiner Reserve
- Goschs Paddock
- Levers Reserve
- Kensington Banks Estate
- Kings Domain
- Lincoln Square
- Macarthur Square
- Murchinson Square
- North Melbourne Recreation Reserve
- Parliament Reserve
- Powlett Reserve
- Princes Park
- Queen Victoria Gardens
- Royal Park
- Sturt Street Reserve
- Treasury Gardens
- University Square
- Yarra Park.

Fawkner Park

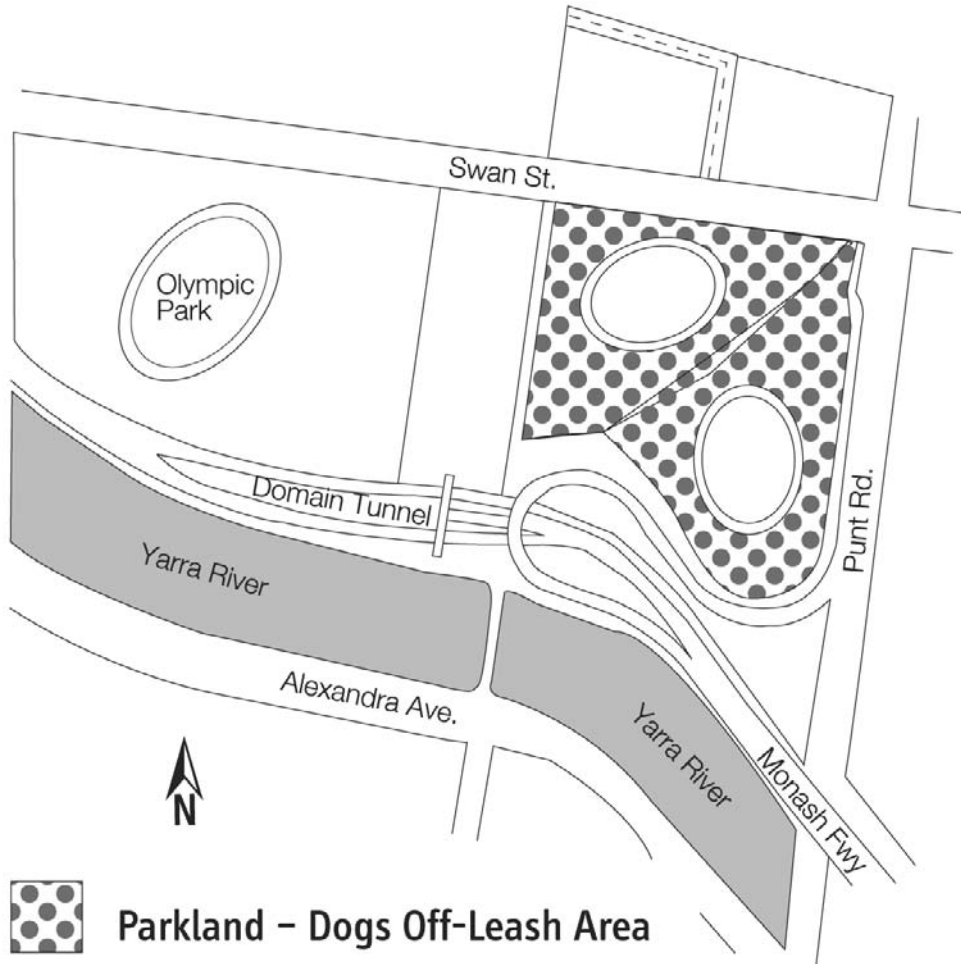


Parkland – Dogs Off-Leash Area



Parkland – Dogs Prohibited Area

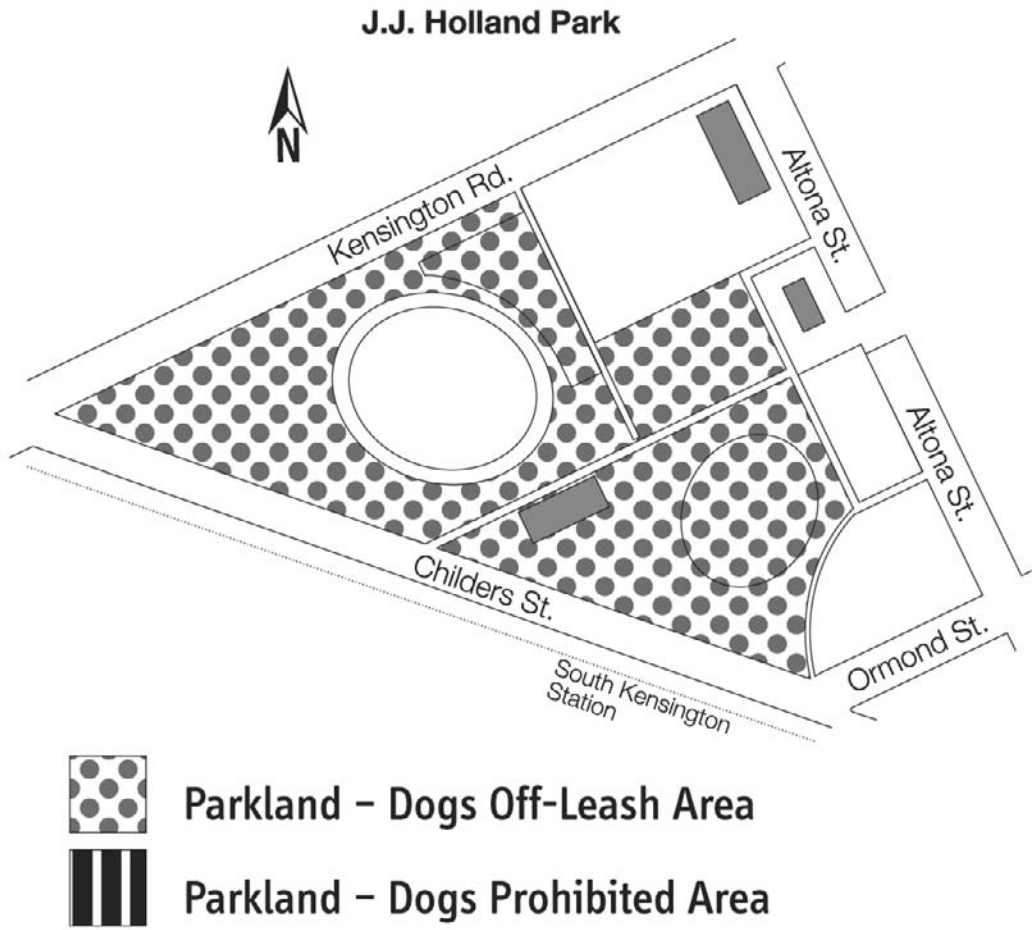
Gosch's Paddock



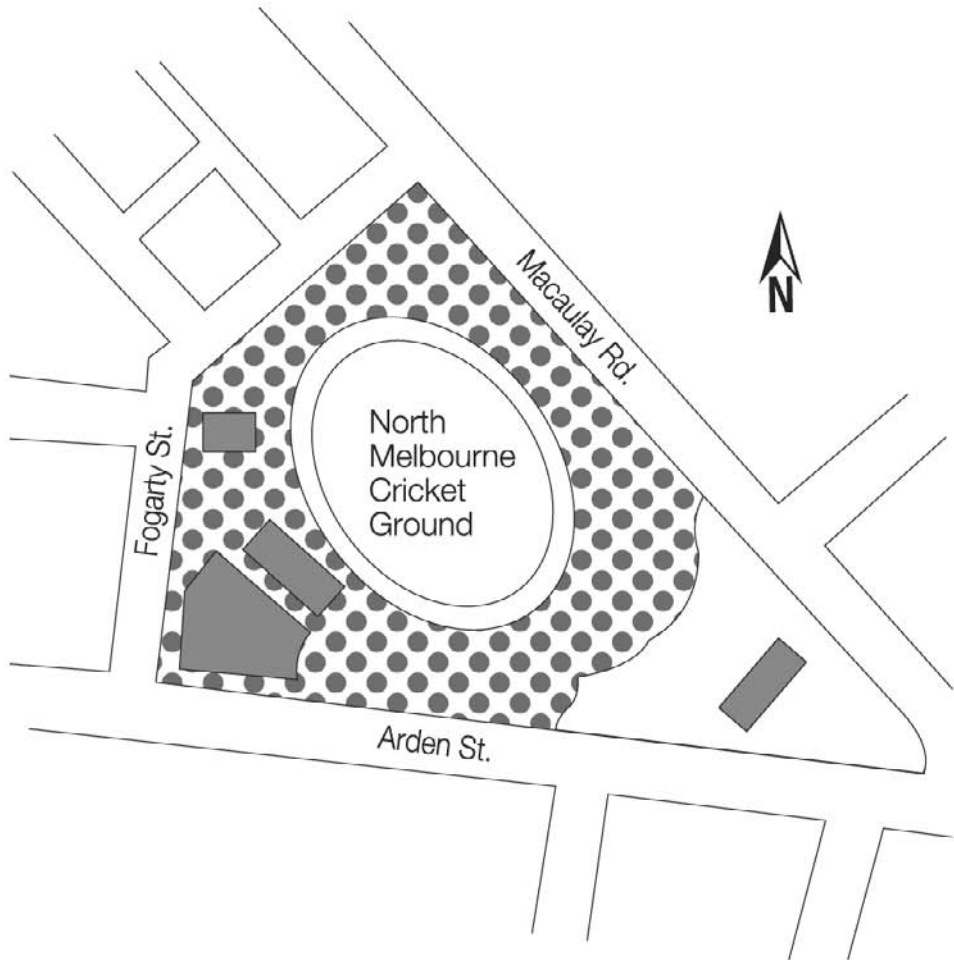
Parkland - Dogs Off-Leash Area



Parkland - Dogs Prohibited Area



North Melbourne Recreational Reserve

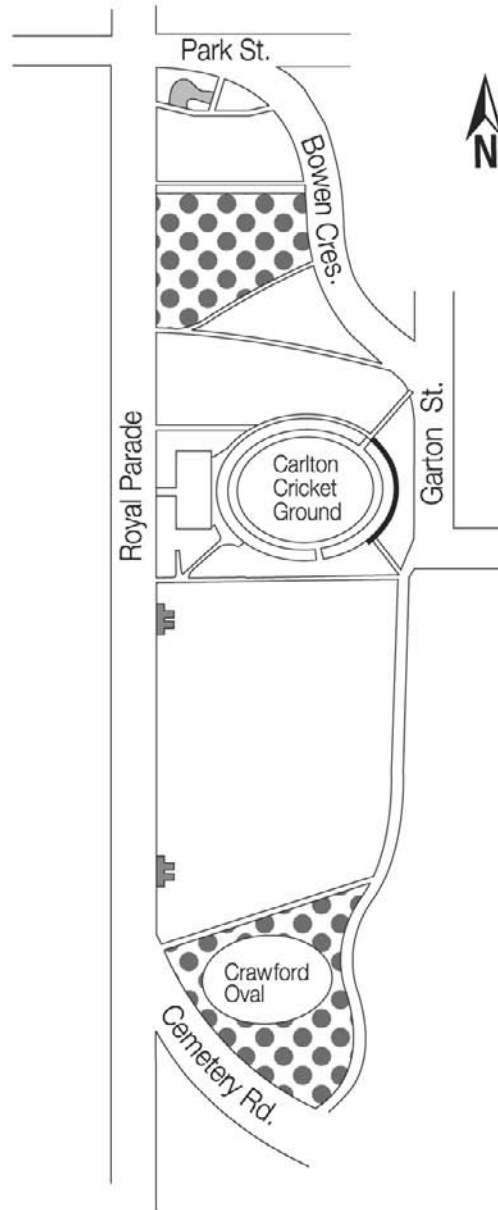


Parkland – Dogs Off-Leash Area



Parkland – Dogs Prohibited Area

Princes Park

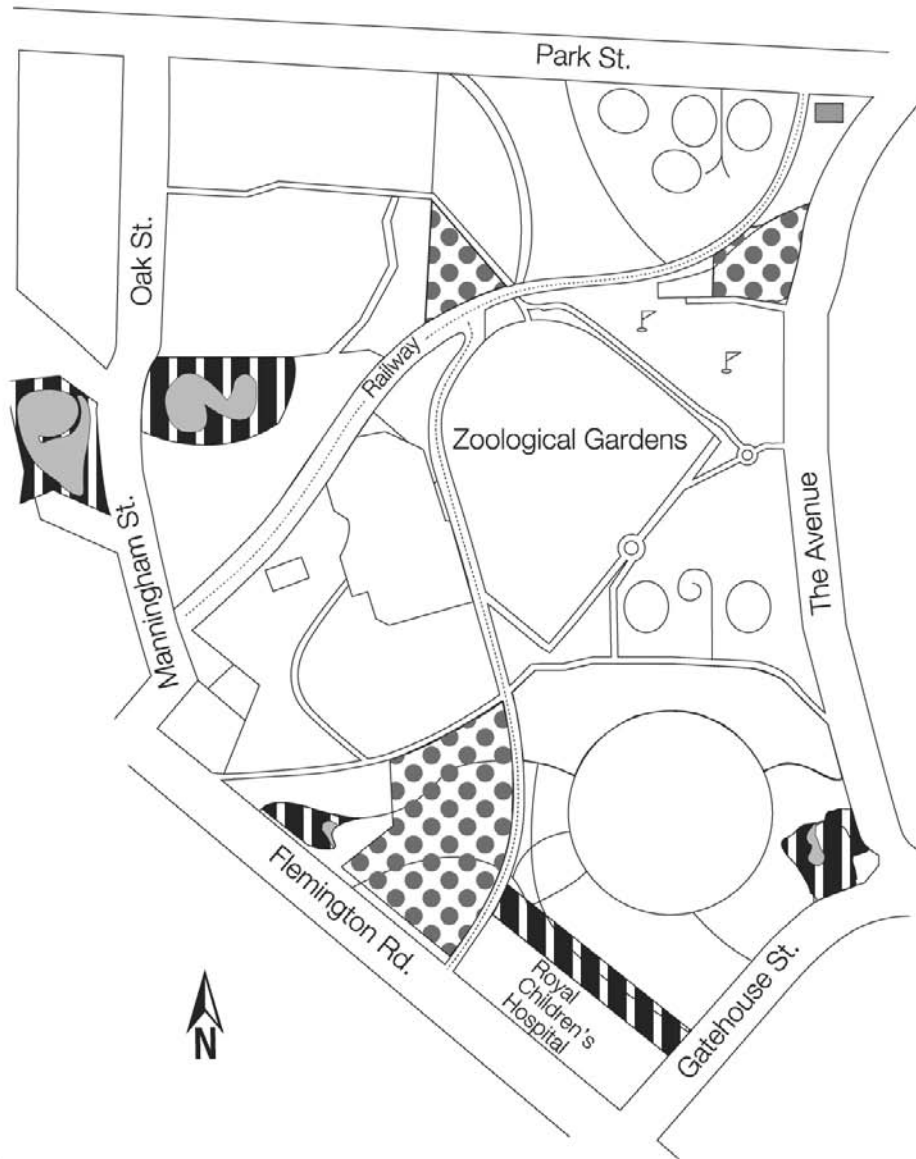


Parkland – Dogs Off-Leash Area



Parkland – Dogs Prohibited Area

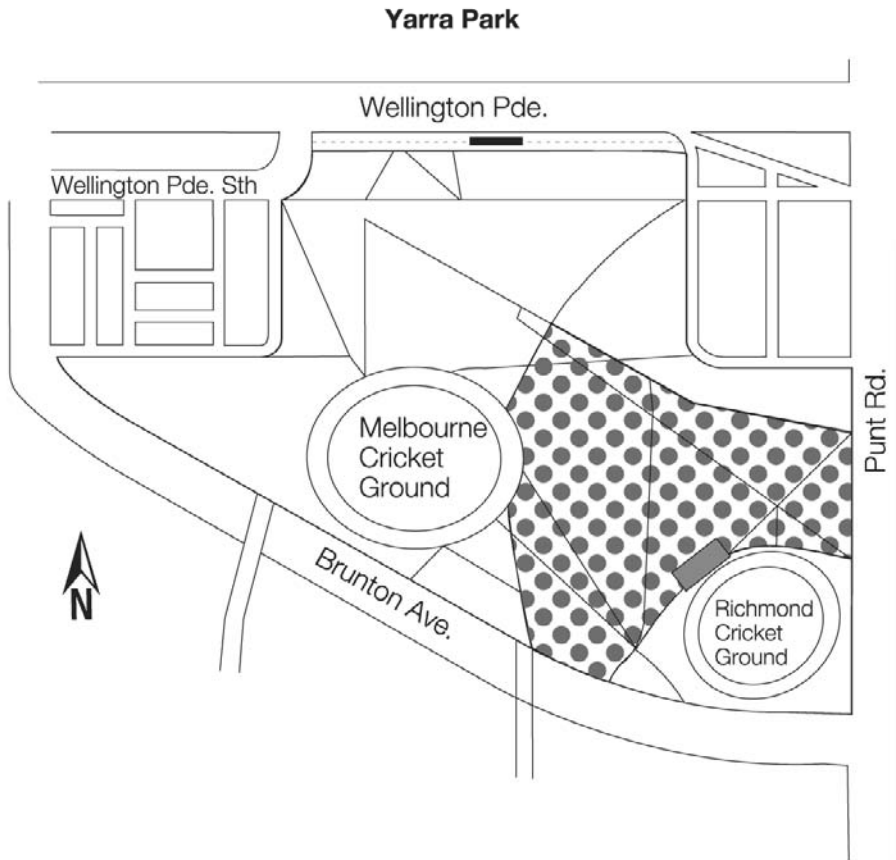
Royal Park



Parkland – Dogs Off-Leash Area



Parkland – Dogs Prohibited Area



Parkland – Dogs Off-Leash Area



Parkland – Dogs Prohibited Area

Enquiries should be directed to the Melbourne City Council Hotline on 9658 9658.

KATHY ALEXANDER
Chief Executive Officer

SURF COAST SHIRE

Proposed Local Law No. 2 of 2008
Meeting Procedure and Common Seal

Surf Coast Shire Council proposes to make a Local Law titled Meeting Procedure and Common Seal Local Law No. 2 of 2008.

The purpose and general purport of this proposed local law is:

- (a) to regulate and control the use of the Common Seal of the Council;
- (b) to regulate proceedings for the election of Mayor;
- (c) to regulate proceedings at meetings of Surf Coast Shire Council and special committees of Council;
- (d) to promote and encourage community participation in the government of the Council;
- (e) to promote and encourage good governance; and
- (g) repeal Local Law No. 22 – Meeting Procedure.

A copy of the proposed Meeting Procedure Local Law No. 2 can be obtained from the Shire offices, 25 Grossmans Road, Torquay, during business hours.

Written submissions relating to the proposed local law can be made in accordance with section 223 of the **Local Government Act 1989**. Any such submissions should be addressed to the Surf Coast Shire Council, PO Box 350, Torquay, Victoria 3228, and must be made within 28 days of the date of publication of this notice.

Any person who has made a written submission to Council and requested that he or she be heard in support of the written submission is entitled to appear in person or by a person acting on his or her behalf before a meeting of Council at a date and time to be fixed.

MARK DAVIES
Chief Executive Officer



WARRNAMBOOL
CITY COUNCIL

Notice of Amendment to
Local Law 5 – Stock on Roads

Notice is given that following a resolution at its Ordinary Meeting of Council on 27 October 2008, Warrnambool City Council gives notice under sections 199 and 223 of the **Local Government Act 1989** of its amendment to Local Law 5, the Streets and Roads Local Law.

Purpose(s):

The purpose of the Amendment to Local Law No. 5: To reduce the incidence of stock on roads by increasing the penalty for second or subsequent offences for failing to provide effective stockproof fencing.

General Purport:

It is intended that the Amendment be to L5.40 by inserting a new paragraph to read:

L5.40 NOTICE TO PROVIDE EFFECTIVE FENCING – LIVESTOCK

In an area where land is used for the grazing of livestock, the council may if it is of the opinion that fencing is inadequate for the purpose of preventing livestock from straying onto any adjacent road, require the owner or occupier of a property to install, repair, replace or modify fencing and gates to prevent the livestock on the property from straying onto any adjacent road.

- a) For a first offence

Penalty: 5 penalty units

- b) For a second or subsequent offence

Penalty: 20 penalty units

Copies of the amended Local Law can be obtained from the Warrnambool Civic Centre, 25 Liebig Street, Warrnambool, during normal office hours 8.30 am – 5.00 pm.

BRUCE A. ANSON
Chief Executive



Planning and Environment Act 1987

BASS COAST PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C53

Authorisation A0694

The Bass Coast Shire Council has prepared Amendment C53 to the Bass Coast Planning Scheme.

In accordance with section 8A(3) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Bass Coast Shire Council as planning authority to prepare the Amendment.

The land affected by the Amendment is land known as Crown Allotment 38A Cape Paterson.

The land is bounded to the north by Seaward Drive, to the south by the coastal reserve, to the west by Wilsons Road, and to the east by the residential properties in the town.

The Amendment proposes to:

- rezone the land from Farming Zone to Comprehensive Development Zone;
- introduce the Comprehensive Development Zone Schedule 1 Cape Paterson Ecovillage into the Bass Coast Planning Scheme;
- incorporate the Cape Paterson Ecovillage Comprehensive Development Plan into the Bass Coast Planning Scheme; and
- amend Clause 21.05 of the Bass Coast planning Scheme to introduce a reference to the Bass Coast Strategic Coastal Planning Framework.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Bass Coast Shire, Wonthaggi Civic Centre, 76 McBride Avenue, Wonthaggi; and at the Department of Planning and Community Development website www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is 8 January 2009. A submission must be sent to the Bass Coast Shire Council, PO Box 118, Wonthaggi, Victoria 3995.

MARTIN GILL
Strategic Planning Coordinator

Planning and Environment Act 1987

MANNINGHAM PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C74

Authorisation A1042

The Manningham City Council has prepared Amendment C74 to the Manningham Planning Scheme.

In accordance with section 8A(3) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Manningham City Council as planning authority to prepare the Amendment.

The Amendment proposes to make a series of minor changes and corrections to approximately 20 parcels of publicly owned land throughout the municipality. It proposes to rezone crown land to a public use zone; to remove redundant overlays; and to make minor adjustments to boundaries to correspond with land ownership. The Schedule to the Heritage Overlay is also proposed to be amended by removing listings that duplicate those in the Victorian Heritage Register. The Amendment also proposes to make corrections to the Local Planning Policy Framework and Schedule 5 to the Significant Landscape Overlay in the Manningham Planning Scheme.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: at the office of the planning authority, Manningham City Council, 699 Doncaster Road, Doncaster; and at the Department of Planning and Community Development website www.dpcd.vic.gov.au/planning/publicinspection

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

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

Any submission you wish to make about this Amendment should be in writing and must be sent to: Teresa Dominik, Manager Economic and Environmental Planning, Manningham City Council, PO Box 1, Doncaster, Vic. 3108.

The closing date for submissions is 30 January 2009.

LYDIA WILSON
Chief Executive

Planning and Environment Act 1987

WARRNAMBOOL PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C 66

Authorisation A1130

The Warrnambool City Council has prepared Amendment C66 to the Warrnambool Planning Scheme.

In accordance with section 8A(3) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Warrnambool Council as planning authority to prepare the Amendment.

The land affected by the Amendment is all land within the North Dennington Structure Plan Area.

The Amendment proposes to:

- rezone land from Farming Zone to Residential 1 Zone;
- rezone all land identified as flood affected (1 in 100 years) to Urban Floodway Zone;
- apply Land Subject to Inundation Overlay Schedule 1 (LSIO1) to land identified as subject to inundation;
- apply Design and Development Overlay Schedule 4 (DDO4) to land to be rezoned Residential;
- apply Development Plan Overlay Schedule 8 (DPO8) to all of the subject land to ensure that the resulting subdivision accords with the North Dennington Structure Plan (Connell Wagner August 2008);
- apply Developer Contributions Plan Overlay Schedule 1 (DCPO 1) to all of the subject land;

- apply Public Acquisition Overlay (POA) to land required for boulevard road and drainage reserve/open space corridor;
- apply Environmental Audit Overlay to relevant area;
- amend Schedule to Clause 52.01 Open Space Contribution to 9%;
- update the Municipal Strategic Statement to reflect North Dennington Structure plan;
- reference the North Dennington Structure Plan within the Warrnambool Planning Scheme; and
- reference the North Dennington Open Space Policy 2008 within the Warrnambool Planning Scheme.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Warrnambool City Council, Civic Centre, 25 Liebig Street, Warrnambool, Vic. 3280; and at the Department of Planning and Community Development website www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is 22 January 2009. A submission must be sent to the Warrnambool City Council.

GLENN REDDICK
Manager (Acting) Strategic Planning

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 3 February 2009, 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.

HIGGINS, Margaret Jane, late of Lorikeet Lodge Nursing Home, 24 Moorooduc Road, Frankston South, Victoria 3199, pensioner, and who died on 20 July 2008.

MILLER, Brian James, late of 23 Conolly Avenue, Coburg, Victoria 3058, printer, and who died on 26 February 2008.

RIGNEY, Margaret Mary, late of 68 Iffla Street, South Melbourne, Victoria 3205, pensioner, and who died on 10 September 2008.

TAYLOR, James William, late of Marina Residential Aged Care, 385 Blackshaws Road, Altona, Victoria 3018, retired, and who died on 12 September 2008.

UPTON, Bernard Vincent, late of Unit 2/8 Baringhup Street, Cheltenham, Victoria 3192, retired, and who died on 28 July 2008.

ZAMMIT, Emanuel, also known as Bill Zammit, late of Cumberland Manor, corner Cumberland and Wiltshire Roads, Sunshine North, Victoria 3020, pensioner, and who died on 21 September 2008.

Dated 25 November 2008

ROD SKILBEK
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 9 February 2008, 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.

ADAMS, Grace, late of 45 Cameron Avenue, Altona Meadows, Victoria 3028, retired, who died on 10 June 2008.

ADAMS, Ruby Nellie Rose, late of Unit 6, Knox Retirement Village, 466 Burwood Highway, Wantirna South, Victoria 3152, retired, who died on 28 August 2008.

HUNKE, Emma Christine Irene, late of Windhof 160 A-8102 Semriach Austria, retired, who died on 3 April 2005.

KING, Betty Margaret, late of 35 Cameron Street, Airport West, Victoria 3042, retired, who died on 8 September 2008.

McLEAN, Dashwood Cyril Alexander George, formerly of Cumberland View, Whalley Drive, Wheelers Hill, Victoria 3150, but late of Room 92, Corpus Christi Aged Care Facility, 80 Clayton Road, Clayton, Victoria 3168, retired, who died on 14 September 2008.

MEANS, Noel, late of 23 Thames Promenade, Chelsea, Victoria 3196, who died on 15 August 2008.

O'DONNELL, Edna May, late of Apartment 415, 1-3 Overton Road, Seaford, Victoria 3198, retired, who died on 20 July 2008.

SIC, Janos, late of 18 Keldale Court, Noble Park, Victoria 3174, car assembly, who died on 12 August 2008.

SMITH, Joyce Mary, late of St Michael's Aged Care Facility, 1 Omama Road, Murrumbeena, Victoria 3163, who died on 28 June 2008.

SMITH, Nigel James, late of 20 Sweetland Road, Box Hill, Victoria 3128, storeman, who died on 3 October 2008.

SUMMERTON, Roma Eileen, St Jude's Aged Care Nursing Home, 381-403 Narre Warren Road, Narre Warren North, Victoria 3804, pensioner, who died on 11 August 2008.

TRENERRY, George William, late of 382 Dorcas Street, South Melbourne, Victoria 3205, who died on 3 September 2008.

WESTON, Hilda Mable Elizabeth, late of Olivet Private Nursing Home, 7-9 Rupert Street, Ringwood, Victoria 3134, pensioner, who died on 16 July 2008.

Dated 2 December 2008

ROD SKILBECK
Manager
Executor and Trustee Services

EXEMPTION

Application No. A295/2008

The Victorian Civil and Administrative Tribunal has considered an application, pursuant to section 83 of the **Equal Opportunity Act 1995**, by State of Victoria – Department of Education and Early Childhood Development. The application for exemption is to enable the applicant to advertise for and employ two (2) male and two (2) female persons to work as Overnight Supervision Staff at the Alpine School – Gnurad Gundidj Campus (the exempt conduct).

Upon reading the material submitted in support of the application the Tribunal is satisfied that it is appropriate to grant an exemption from sections 13, 100 and 195 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption, the Tribunal noted:

- Exemptions in similar terms have been granted to the Alpine School – Snowy River Campus in November 2006 and The Alpine Dinner Plains Campus in April 2001 and May of 2007 (A84/2001, A326/2206 and A130/2007).
- The Alpine School – Gnurad Gundidj Campus is the third rural learning campus following the format of the highly regarded Alpine School at Dinner Plain. The Gnurad Gundidj campus is situated at Glenormiston near Camperdown in Victoria's Western District. The school will open in Term 1 2009.
- The Gnurad Gundidj Campus of the Alpine school conducts a co-education residential program of about nine weeks duration to enrich and enhance educational development of male and female students in the areas of personal development, leadership and social integration.
- The Alpine School is divided by gender into two accommodation wings where male and female students are housed separately.
- The duties of the Overnight Supervision Staff include overnight supervision of students, and staff must be able to move freely through the accommodation wing which they supervise.
- It is essential that Overnight Supervision Staff be of the same gender as those accommodated in the wing they supervise in order to protect staff and students.

The Tribunal hereby grants an exemption to the applicant from the operation of sections 13, 100 and 195 of the **Equal Opportunity Act 1995** to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 1 November 2011.

Dated 26 November 2008

HER HONOUR JUDGE HARBISON
Vice President

EXEMPTION

Application No. A294/2008

The Victorian Civil and Administrative Tribunal has considered an application, pursuant to section 83 of the **Equal Opportunity Act 1995**, by Moogji Aboriginal Council East Gippsland Inc. The application for exemption is to enable the applicant to advertise for and employ Aboriginal and Torres Strait Islanders only in its environmental program (the exempt conduct).

Upon reading the material submitted in support of the application the Tribunal is satisfied that it is appropriate to grant an exemption from sections 13, 100 and 195 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption, the Tribunal noted:

- There is a lack of employment and training opportunities available for Indigenous people in the Far East Gippsland region.
- Included in the environmental program will be the development of employment opportunities by commencing canoe tours in local river systems, requiring Indigenous workers who are knowledgeable in the areas of Aboriginal culture, Indigenous rights, ownership and the local history of the region.

The Tribunal hereby grants an exemption to the applicant from the operation of sections 13, 100 and 195 of the **Equal Opportunity Act 1995** to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 1 November 2011.

Dated 26 November 2008

HER HONOUR JUDGE HARBISON
Vice President

Co-operatives Act 1996

HAMPTON PARK EAST PRIMARY
SCHOOL COOPERATIVE LTD

On application under section 601AA(2) of the **Corporations Act 2001** (the Act), by the co-operative named above, notice is hereby given under section 601AA(4) of the Act, as applied by section 316 of the **Co-operatives Act 1996**, that, at the expiration of two months from the date of this notice, the name of the

co-operative listed above will, unless cause is shown to the contrary, be removed from the register of co-operatives and its registration will be dissolved.

Dated at Melbourne 4 December 2008

CLAIR NOONE
Director
Consumer Affairs

Co-operatives Act 1996

HEYWOOD CONSOLIDATED PRIMARY
SCHOOL CO-OPERATIVE LTD

BALWYN HIGH SCHOOL
CO-OPERATIVE LTD

DAWES ROAD PRIMARY SCHOOL
CO-OPERATIVE SOCIETY LIMITED

DPS CO-OPERATIVE LTD

On application under section 601AA(2) of the **Corporations Act 2001** (the Act), by the co-operatives named above, notice is hereby given under section 601AA(4) of the Act, as applied by section 316 of the **Co-operatives Act 1996**, that, at the expiration of two months from the date of this notice, the names of the co-operatives listed above will, unless cause is shown to the contrary, be removed from the register of co-operatives and their registration will be dissolved.

Dated at Melbourne 4 December 2008

CLAIR NOONE
Director
Consumer Affairs

Co-operatives Act 1996

WINTERS FLAT PRIMARY SCHOOL
CO-OPERATIVE LTD

On application under section 601AA(2) of the **Corporations Act 2001** (the Act), by the co-operative named above, notice is hereby given under section 601AA(4) of the Act, as applied by section 316 of the **Co-operatives Act 1996**, that, at the expiration of two months from the date of this notice, the name of the co-operative listed above will, unless cause is shown to the contrary, be removed from the register of co-operatives and its registration will be dissolved.

Dated at Melbourne 24 November 2008

CLAIR NOONE
Director
Consumer Affairs Victoria

Country Fire Authority Act 1958

DECLARATION OF FIRE DANGER PERIOD

In pursuance of the powers conferred by section 4 of the **Country Fire Authority Act 1958**, I, Geoff Spring, Acting Chief Executive Officer of the Country Fire Authority, after consultation with the Secretary to the Department of Sustainability and Environment, hereby declare the following periods to be the Fire Danger Period in the municipal districts of the municipalities or parts of municipalities specified, commencing on the dates shown and, unless varied by subsequent declaration, ending at 0100 hours on 1 May 2009.

To commence from 0100 hours on 8 December 2008:

Southern Grampians Shire

Moyne Shire

Warrnambool City Council

GEOFF SPRING
Acting Chief Executive Officer

County Court Act 1958

NOTICE OF KOORI COURT VENUES

Pursuant to section 4A(3) of the **County Court Act 1958**, I direct that the Koori Court Division of the County Court of Victoria sit and act at the following venue:

La Trobe Valley

Dated 20 November 2008

MICHAEL ROZENES
Chief Judge

Education and Training Reform Act 2006

NOTICE OF MAKING OF ORDER UNDER SECTION 2.3.2

An Order of the Minister for Education was made on 24 November 2008 under sections 2.3.2(6) and 2.3.2(7) of the **Education and Training Reform Act 2006** dissolving Burbank Primary School Council and Keon Park Primary School Council, and making arrangements for their property, rights, liabilities, obligations and legal proceedings.

BRONWYN PIKE, MP
Minister for Education

Education and Training Reform Act 2006NOTIFICATION CANCELLING
REGISTRATION OF A TEACHER

Pursuant to section 2.6.46 of the **Education and Training Reform Act 2006** (the Act), the Victorian Institute of Teaching (the Institute) may find a teacher has engaged in serious misconduct, has been seriously incompetent and/or is not fit to teach and may make a determination pursuant to subsection 2.6.46(2) including impose conditions on the registration of a teacher.

On 29 October 2008, Mr Neil Douglas Larsen, born 15 April 1977, was found guilty of serious incompetence and not fit to teach.

On 29 October 2008, Mr Neil Douglas Larsen's registration to teach was cancelled, effective from 29 October 2008.

SUSAN HALLIDAY
Chairperson

Disciplinary Proceedings Committee
Victorian Institute of Teaching

Electoral Act 2002RE-REGISTRATION OF
POLITICAL PARTIES

In accordance with section 58D of the **Electoral Act 2002**, the following parties are hereby re-registered:

Family First Party Victoria Inc.

The Australian Greens – Victoria

Dated 1 December 2008

STEVE TULLY
Victorian Electoral Commission

Gambling Regulation Act 2003NOTICE OF MAKING OF
PUBLIC LOTTERY RULES
UNDER SECTION 5.2.4

Intralot Australia Pty Ltd, ACN 114 435 531, of 299 Williamstown Road, Port Melbourne, hereby gives notice of the making of the Public Lottery Rules for Keno 10/20/70 (Lucky Keno 70), TV Bingo (Lucky Bingo Star) and Cross & Match (Lucky Lines) effective on and from 8 December 2008.

IOANNIS KATAKIS
Managing Director

Land Acquisition and Compensation Act 1986

FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Barwon Region Water Corporation declares that by this notice it acquires the following interest in the land described as 620–666 Bluestone School Road, Connewarre, being more particularly described as Certificate of Title Volume 10510 Folio 113:

An easement for sewerage purposes over that part of the land shown as E–1 comprising an area of 1,652 m² on the plan for creation of easement dated 31 July 2008, a copy of which is available for perusal at the offices of Barwon Region Water Corporation at 61–67 Ryrie Street, Geelong.

Published with the authority of Barwon Region Water Corporation.

Dated 4 December 2008

For and on behalf of
Barwon Region Water Corporation
By its lawyers
HARWOOD ANDREWS LAWYERS
70 Gheringhap Street, Geelong 3220

Land Acquisition and Compensation Act 1986

FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Melbourne Water Corporation (Melbourne Water) declares that by this notice it acquires the following interest (easement) in the land described as part of Lot 1 on Plan of Subdivision 328970L, Parish of Woodbourne, comprising 2431 square metres and being part of the land described in Certificate of Title Volume 10181 Folio 189, shown as E1 on Plan 103_10181_189_A.

Interest acquired: that of Janinco Nominees Pty Ltd, ACN 005431023, and all other interests.

Published with the authority of Melbourne Water.

Dated 4 December 2008

For and on behalf of
Melbourne Water
ROB SKINNER
Managing Director
Melbourne Water

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Melbourne Water Corporation (Melbourne Water) declares that by this notice it acquires the following interest (easement) in the land described as part of Lot 1 on Plan of Subdivision 321412L, Parish of Woodbourne, comprising 5053 square metres and being part of the land described in Certificate of Title Volume 10134 Folio 688, shown as E1 on Plan 101_10134_688_A.

Interest acquired: that of David Richard Joyce and Janice Lynette Joyce, and all other interests.

Published with the authority of Melbourne Water.

Dated 4 December 2008

For and on behalf of
Melbourne Water
ROB SKINNER
Managing Director
Melbourne Water

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Common Property 1 on Registered Plan of Strata Subdivision RP7617, Parish of Moorabbin, comprising 3.0 square metres and being land described in Certificate of Title Volume 10431 Folio 747; Certificate of Title Volume 9146 Folio 234; Certificate of Title Volume 10431 Folio 746; shown as Parcel 12A on Survey Plan 19352C.

Interest Acquired: That of John Vincent Perri and all other interests.

Published with the authority of VicRoads.

Dated 4 December 2008

For and on behalf of VicRoads
BERNARD TOULET
Director
Property Services

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Common Property 1 on Registered Plan of Strata Subdivision RP7617, Parish of Moorabbin, comprising 3.0 square metres and being land described in Certificate of Title Volume 10431 Folio 747; Volume 9146 Folio 234; Certificate of Title Volume 10431 Folio 746; shown as Parcel 12A on Survey Plan 19352C.

Interest Acquired: That of Silviu Daniel Balas and George Ovidiu Balas and all other interests.

Published with the authority of VicRoads.

Dated 4 December 2008

For and on behalf of VicRoads
BERNARD TOULET
Director
Property Services

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Common Property 1 on Registered Plan of Strata Subdivision RP7617, Parish of Moorabbin, comprising 3.0 square metres and being land described in Certificate of Title Volume 10431 Folio 747; Certificate of Title Volume 9146 Folio 234; Certificate of Title Volume 10431 Folio 746; shown as Parcel 12A on Survey Plan 19352C.

Interest Acquired: That of Ivan SusanJ and all other interests.

Published with the authority of VicRoads.

Dated 4 December 2008

For and on behalf of VicRoads
BERNARD TOULET
Director
Property Services

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Common Property 1 on Registered Plan of Strata Subdivision RP7617, Parish of Moorabbin, comprising 3.0 square metres and being land described in Certificate of Title Volume 10431 Folio 747; Certificate of Title Volume 9146 Folio 234; Certificate of Title Volume 10431 Folio 746; shown as Parcel 12A on Survey Plan 19352C.

Interest Acquired: That of Dmitry Iofik and all other interests.

Published with the authority of VicRoads.

Dated 4 December 2008

For and on behalf of VicRoads
BERNARD TOULET
Director
Property Services

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Common Property 1 on Registered Plan of Strata Subdivision RP7617, Parish of Moorabbin, comprising 3.0 square metres and being land described in Certificate of Title Volume 10431 Folio 747; Certificate of Title Volume 9146 Folio 234; Certificate of Title Volume 10431 Folio 746; shown as Parcel 12A on Survey Plan 19352C.

Interest Acquired: That of Lucas George Evans and all other interests.

Published with the authority of VicRoads.

Dated 4 December 2008

For and on behalf of VicRoads
BERNARD TOULET
Director
Property Services

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Common Property 1 on Registered Plan of Strata Subdivision RP7617, Parish of Moorabbin, comprising 3.0 square metres and being land described in Certificate of Title Volume 10431 Folio 747; Certificate of Title Volume 9146 Folio 234; Certificate of Title Volume 10431 Folio 746; shown as Parcel 12A on Survey Plan 19352C.

Interest Acquired: That of Bassel Sami Malaeb and Nessrine Syrian Ghazali and all other interests.

Published with the authority of VicRoads.

Dated 4 December 2008

For and on behalf of VicRoads
BERNARD TOULET
Director
Property Services

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Common Property 1 on Registered Plan of Strata Subdivision RP7617, Parish of Moorabbin, comprising 3.0 square metres and being land described in Certificate of Title Volume 10431 Folio 747; Certificate of Title Volume 9146 Folio 234; Certificate of Title Volume 10431 Folio 746; shown as Parcel 12A on Survey Plan 19352C.

Interest Acquired: That of Michael David Atkinson and all other interests.

Published with the authority of VicRoads.

Dated 4 December 2008

For and on behalf of VicRoads
BERNARD TOULET
Director
Property Services

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Common Property 1 on Registered Plan of Strata Subdivision RP7617, Parish of Moorabbin, comprising 3.0 square metres and being land described in Certificate of Title Volume 10431 Folio 747; Certificate of Title Volume 9146 Folio 234; Certificate of Title Volume 10431 Folio 746; shown as Parcel 12A on Survey Plan 19352C.

Interest Acquired: That of John Cheng and Ping Kong Cheng and all other interests.

Published with the authority of VicRoads.

Dated 4 December 2008

For and on behalf of VicRoads
BERNARD TOULET
Director
Property Services

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Common Property 1 on Registered Plan of Strata Subdivision RP7617, Parish of Moorabbin, comprising 3.0 square metres and being land described in Certificate of Title Volume 10431 Folio 747; Certificate of Title Volume 9146 Folio 234; Certificate of Title Volume 10431 Folio 746; shown as Parcel 12A on Survey Plan 19352C.

Interest Acquired: That of Andrew Chung and all other interests.

Published with the authority of VicRoads.

Dated 4 December 2008

For and on behalf of VicRoads
BERNARD TOULET
Director
Property Services

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Common Property 1 on Registered Plan of Strata Subdivision RP7617, Parish of Moorabbin, comprising 3.0 square metres and being land described in Certificate of Title Volume 10431 Folio 747; Certificate of Title Volume 9146 Folio 234; Certificate of Title Volume 10431 Folio 746; shown as Parcel 12A on Survey Plan 19352C.

Interest Acquired: That of Boris Martin Bejanoff and all other interests.

Published with the authority of VicRoads.

Dated 4 December 2008

For and on behalf of VicRoads
BERNARD TOULET
Director
Property Services

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Crown Allotment 14C, Section 103, Parish of Melbourne South, comprising 189.0 square metres, shown as Parcel 205A on Survey Plan 21499.

Interest Acquired: That of Citylink Melbourne Limited and all other interests.

Published with the authority of VicRoads.

Dated 4 December 2008

For and on behalf of VicRoads
BERNARD TOULET
Director
Property Services

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Victorian Urban Development Authority (VicUrban) declares that by this notice it acquires the following interest in the land described as Unit 2 on Strata Plan 031591V and an undivided share in the common property, Parish of Dandenong, being the land contained in Certificate of Title Volume 11081 Folio 350:

Key Graphics Pty Ltd, ACN 057 074 852, and all other interests.

Published with the authority of VicUrban.

Dated 4 December 2008

For and on behalf of VicUrban
JOHN WARK
Development Manager
Urban Revitalisation

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Victorian Urban Development Authority (VicUrban) declares that by this notice it acquires the following interests in the land described as Lot 1 on Title Plan 518248M, Parish of Dandenong, being the land contained in Certificate of Title Volume 8698 Folio 093:

Ahmed Mohamed, trading as Abadir Men and Women Tailor B1949467P (as Occupant);

Abdulhafiz Abid, trading as Sitra Trading House Pty Ltd, ACN 122 668 535 (as Occupant);

and all other interests.

Published with the authority of VicUrban.

Dated 4 December 2008

For and on behalf of VicUrban
JOHN WARK
Development Manager
Urban Revitalisation

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Victorian Urban Development Authority (VicUrban) declares that by this notice it acquires the following interest in the land described as Unit 1A on Strata Plan 031591V and an undivided share in the common property, Parish of Dandenong, being the land contained in Certificate of Title Volume 10060 Folio 749; and Accessory Unit 13 on Strata Plan 031591V and an undivided share in the common property, Parish of Dandenong, being the land contained in Certificate of Title Volume 10060 Folio 758:

Business Accounting Systems & Services Pty Ltd, ACN 099 256 845, trading as Visionaries B1914948N (as Occupant);

and all other interests.

Published with the authority of VicUrban.

Dated 4 December 2008

For and on behalf of VicUrban
JOHN WARK
Development Manager
Urban Revitalisation

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Victorian Urban Development Authority (VicUrban) declares that by this notice it acquires the following interest in the land described as Unit 3A on Strata Plan 031591V and an undivided share in the common property, Parish of Dandenong, being the land contained in Certificate of Title Volume 10060 Folio 751; and Accessory Unit 13 on Strata Plan 031591V and an undivided share in the common property, Parish of Dandenong, being the land contained in Certificate of Title Volume 10060 Folio 758:

Daniel Plaiche, trading as Plaiche Lawyers B2058202W (as Occupant);

and all other interests.

Published with the authority of VicUrban.

Dated 4 December 2008

For and on behalf of VicUrban
JOHN WARK
Development Manager
Urban Revitalisation

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Victorian Urban Development Authority (VicUrban) declares that by this notice it acquires the following interest in the land described as Unit 4A on Strata Plan 031591V and an undivided share in the common property, Parish of Dandenong, being the land contained in Certificate of Title Volume 10060 Folio 753; Unit 5A on Strata Plan 031591V and an undivided share in the common property, Parish of Dandenong, being the land contained in Certificate of Title Volume 10060 Folio 754; and Accessory Unit 13 on Strata Plan 031591V and an undivided share in the common property, Parish of Dandenong, being the land contained in Certificate of Title Volume 10060 Folio 758:

Collection TCCC Pty Ltd, ACN 004 468 606, formerly known as Trans Continental Credit Control Pty Ltd (as Occupant of Suites 4 and 5);

Jayaram Krishnamoorthy, trading as Ram & Associates, B1611100Z (as Occupant of Suites 4 and 5);

Kontrols & Industrial Weighing Pty Ltd, ACN 082 880 019 (as Occupant of Suite 6); and all other interests.

Published with the authority of VicUrban.

Dated 4 December 2008

For and on behalf of VicUrban
JOHN WARK
Development Manager
Urban Revitalisation

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Victorian Urban Development Authority (VicUrban) declares that by this notice it acquires the following interest in the land described as Unit 7A on Strata Plan 031591V and an undivided share in the common property, Parish of Dandenong, being the land contained in

Certificate of Title Volume 10060 Folios 755; and Accessory Unit 13 on Strata Plan 031591V and an undivided share in the common property, Parish of Dandenong, being the land contained in Certificate of Title Volume 10060 Folio 758: Bed Brokers Australia Pty Ltd, ACN 091 142 193 (as Occupant); and all other interests.

Published with the authority of VicUrban.

Dated 4 December 2008

For and on behalf of VicUrban
JOHN WARK
Development Manager
Urban Revitalisation

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Victorian Urban Development Authority (VicUrban) declares that by this notice it acquires the following interest in the land described as Unit 4 on Strata Plan 031591V and an undivided share in the common property, Parish of Dandenong, being the land contained in Certificate of Title Volume 11081 Folio 348:

Wladyslaw Dzierbicki and Yvonne Dzierbicki, trading as Orange Café B1615038B (as Occupant);

and all other interests.

Published with the authority of VicUrban.

Dated 4 December 2008

For and on behalf of VicUrban
JOHN WARK
Development Manager
Urban Revitalisation

Land Acquisition and Compensation Act 1986FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Victorian Urban Development Authority (VicUrban) declares that by this notice it acquires the following interest in the land described as Unit 7 on Strata Plan 031591V and an

undivided share in the common property, Parish of Dandenong, being the land contained in Certificate of Title Volume 11081 Folio 349:

Stanislaw Sawicki, trading as Wisla Continental Manufacturer & Butcher Smallgoods 0971824C (as Occupant);

and all other interests.

Published with the authority of VicUrban.

Dated 4 December 2008

For and on behalf of VicUrban
JOHN WARK
Development Manager
Urban Revitalisation

Land Acquisition and Compensation Act 1986

FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Victorian Urban Development Authority (VicUrban) declares that by this notice it acquires the following interest in the land described as Unit 9 on Strata Plan 031591V and an undivided share in the common property Parish of Dandenong, being the land contained in Certificate of Title Volume 9877 Folio 999:

Rose J. Tombe, trading as Miss Rose African Hair Braids B1952140K (as Occupant);

and all other interests.

Published with the authority of VicUrban.

Dated 4 December 2008

For and on behalf of VicUrban
JOHN WARK
Development Manager
Urban Revitalisation

Livestock Disease Control Act 1994

NOTICE UNDER SECTION 94

Revocation of Declaration of Approved Agent

Notice is given that the Commissioner of State Revenue has revoked, pursuant to section 94(2) of the **Livestock Disease Control Act 1994**, the declaration of the undermentioned person, being a person carrying on business as a stock and station agent, an abattoir operator, a feedlot operator, a cattle scale operator, a calf dealer or any other prescribed business dealing

with the buying or selling of livestock or the carcasses of livestock, to be an approved agent for the purposes of this Part 6 of the **Livestock Disease Control Act 1994** and the **Duties Act 2000**, with effect from 9 February 2007.

Max Marchetti

Customer No. 64288360

Date 25 November 2008

ANTHONY GERARD BRITT
Manager Animal Standards
Department of Primary Industries

State Superannuation Act 1988

DECLARATION OF ELIGIBLE SALARY SACRIFICE CONTRIBUTORS

I, Tim Holding MP, in my capacity as Minister for Finance, WorkCover and the Transport Accident Commission for the State of Victoria, under paragraph (b) of section 3A of the **State Superannuation Act 1988** ('the Act'), by this instrument declare officers governed by Coliban Region Water Corporation Enterprise Partnership Agreement 2008–2011 and its successor industrial instruments and agreements, who are members of the revised scheme or new scheme (as those terms are defined in the Act), to be eligible salary sacrifice contributors from the date of gazettal of this declaration.

Dated 19 November 2008

TIM HOLDING MP
Minister for Finance, WorkCover
and the Transport Accident Commission

ENVIRONMENT PROTECTION (PRESCRIBED WASTE) REGULATIONS 1998

EPA Prescribed Waste Re-use Exemptions

Notice pursuant to Regulation 19 of the Environment Protection (Prescribed Waste) Regulations 1998.

The Environment Protection Authority have granted exemption pursuant to Regulation 16 and 20 of the Environment Protection (Prescribed Waste) Regulations 1998 from the need to have a works approval, licence or hold a vehicle permit, or the need to complete and retain waste transport certificates:

Exempted under Regulation 16

Date Approved	Applicant	Waste Type	Re-use Method
18/03/2008	Central Recycling Pty Ltd	Vegetable, fruit, food processing effluent	Land treatment resulting in benefit to agriculture or ecological improvements
20/03/2008	Maddingley Brown Coal Pty Ltd	Contaminated Soil (Category C) as specified in EPA Publication 448	Recycling/Reclamation of soils
16/01/2008	Blue Circle Southern Cement Ltd	Misc waste containing prescribed waste as a residue	Recycling/Reclamation of other inorganic materials
18/03/2008	Veolia Environmental & C. R. Hudson	Grease interceptor trap effluent	Recycling/Reclamation of organic substances not to be used as solvents
05/08/2008	Local Mix Concrete Pty Ltd	Inorganic fluorine compounds, Contaminated Soil (Category C) as specified in EPA Publication 448	Recycling/Reclamation of other inorganic materials
01/07/2008	SIMS Tyre Recycle Pty Ltd	Misc waste containing prescribed waste as a residue	Recycling/Reclamation of organic substances not to be used as solvents
15/07/2008	J. J. Richards & Sons Pty Ltd	Waste oils unfit for their original intended use	Recycling/Reclamation of metals and metal compounds
15/07/2008	Nyah & District Community Pool Committee	Waste oils unfit for their original intended use	Use as a fuel (other than direct incineration)
15/07/2008	ALSCO Pty Ltd	Waste from the production & use of organic solvents	Recovery of components used for pollution abatement
16/09/2008	UMICORE Aust Ltd	Zinc Compounds	Recycling/Reclamation of metals and metal compounds
07/10/2008	SIMS Aluminium Pty Ltd	Smelter waste containing prescribed waste	Recycling/Reclamation of metals and metal compounds

EPA Prescribed Waste 'Class of Persons' Exemption – Applicable Statewide

Exempted under Regulation 16(1)(a)(b) & (c)

7 Oct 2008 Dental Industry – Dental amalgam Recycling
Statewide

Notice pursuant to Regulation 20A(2) of the Environment Protection (Prescribed Waste) Regulations 1998.

The Environment Protection Authority has amended the following exemption pursuant to Regulation 20A(1) of the Environment Protection (Prescribed Waste) Regulations 1998:

15/04/2008 Recycling Industries Alkalis & alkaline Recycling/Reclamation
Pty Ltd solutions of other non-organic
materials

A copy of these Exemptions may be obtained at \$8.00 each, and further information may be obtained from EPA Victoria, 40 City Road, Southbank, Melbourne, tel. (03) 9695 2722.

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) and/or amendments to the boundaries of the undermentioned localities. Any objections to the proposal(s) 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, any newly proposed names will become the official names and/or any proposed locality boundary amendments will be registered in the Register of Geographic Names.

File No.	Naming Authority	Place Name	Location
LA/12/0003	Boroondara City Council	Deepdene	As on version 5 of the plan showing the locality 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 following registration.

Office of the Registrar of Geographic Names

c/- **LAND VICTORIA**
17th 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 the undermentioned place names.

Place Name	Proposer & Location
McClelland Secondary College	Department of Education. Formerly known as Karingal Park Secondary College; located at Belar Avenue, Frankston 3199.
Bayside P-12 College	Department of Education. Formerly known as Bayside Secondary College; located at Blenheim Road, Newport 3015, Koroit Creek Road, Williamstown 3016, and McArthurs Road, Altona North 3025.
Manor Lakes P-12 Specialist College	Department of Education Formerly known as Wyndham Vale P-12/Specialist College; located at Minindee Road, Wyndham Vale 3024.

Office of the Registrar of Geographic Names

c/- **LAND VICTORIA**

17th Floor

570 Bourke Street

Melbourne 3000

JOHN E. TULLOCH
Registrar of Geographic Names

Road Transport Reform (Dangerous Goods) Act 1995 (Cth) as applied by
Road Transport (Dangerous Goods) Act 1995 (Vic.)

VICTORIAN WORKCOVER AUTHORITY

Revocation of Appointment of Authorised Officers

Whereas various sections of the **Road Transport Reform (Dangerous Goods) Act 1995 (Cth)** ('Commonwealth Act') apply as laws of Victoria by virtue of section 5 of the **Road Transport (Dangerous Goods) Act 1995 (Vic.)** ('Victorian Act'), and pursuant to section 14 of the Commonwealth Act as so applied, section 41 of the **Interpretation of Legislation Act 1984 (Vic.)** and any and all other enabling powers, the Victorian WorkCover Authority ('the Authority'), being a Competent Authority within the meaning of section 13 of the Commonwealth Act as so applied, revokes by notice in the Victoria Government Gazette on 4 December 2008 the appointments of the persons identified below, made respectively on the dates identified below, as authorised officers under section 14 of the Commonwealth Act as so applied.

Person:

PAUL JAMES MACKIN, appointed on 28 February 2003

Dated 28 November 2008

Executed by the Victorian Workcover)
Authority in accordance with section 18 of)
the **Accident Compensation Act 1985 (Vic.)** by:)

E. RUBIN
Director
B. TRASK
Secretary to the Board

Mineral Resources (Sustainable Development) Act 1990

SECTION 7

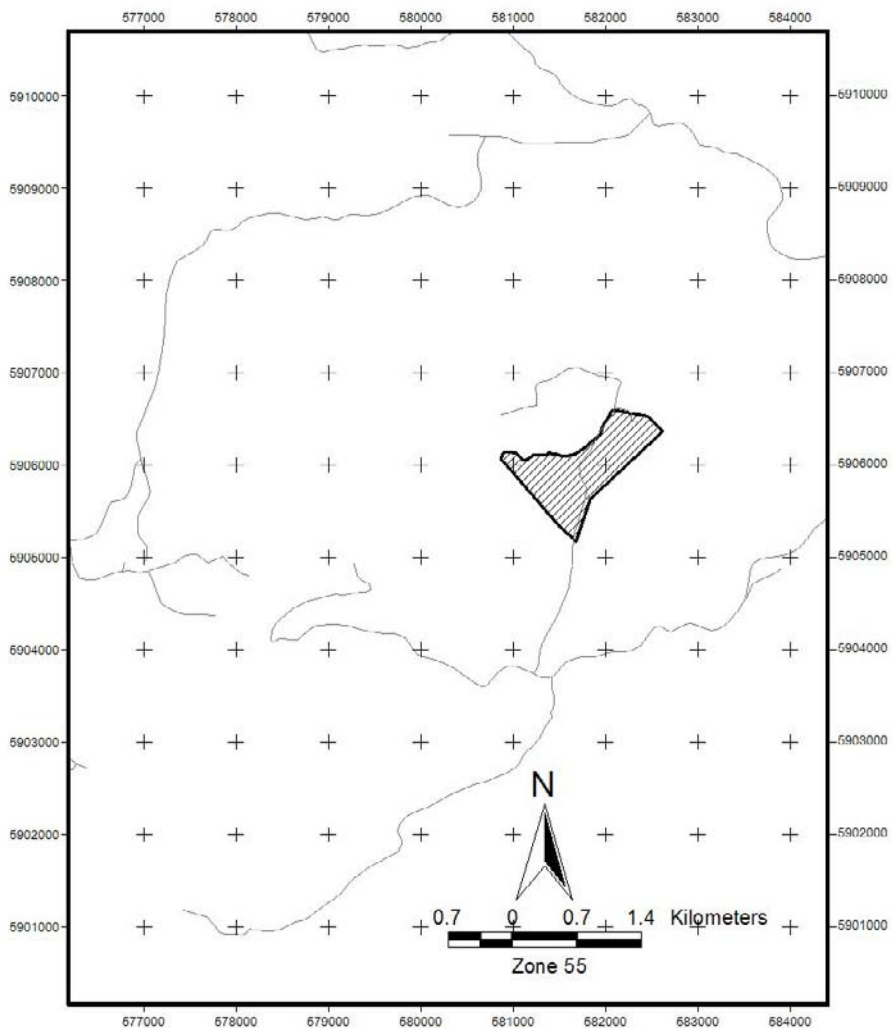
Notice of Revocation

Exemption of Land from an Exploration Licence

I, Kathy Hill, Executive Director Minerals and Petroleum, acting as the delegate of the Minister for Energy Industries and Resources and pursuant to section 7 of the **Mineral Resources Development Act 1990** –

Hereby give notice that the exemption from being subject to a mining licence over the area of land covered by the Benambra 1:100,000 mapsheet, as shown cross-hatched on the accompanying map, will be revoked from 1 December 2008.

The land that was the subject of the said exemption is available for exploration applications made on or after 5 December 2008.



Dated 1 December 2008

KATHY HILL
Acting Executive Director, Minerals and Petroleum

COMMONWEALTH OF AUSTRALIA
Offshore Petroleum and Greenhouse Gas Storage Act 2006
PROHIBITION OF ENTRY INTO A SAFETY ZONE – VIC/L26
(Manta–2, Basker–2, 3, 4, 5 and 6)

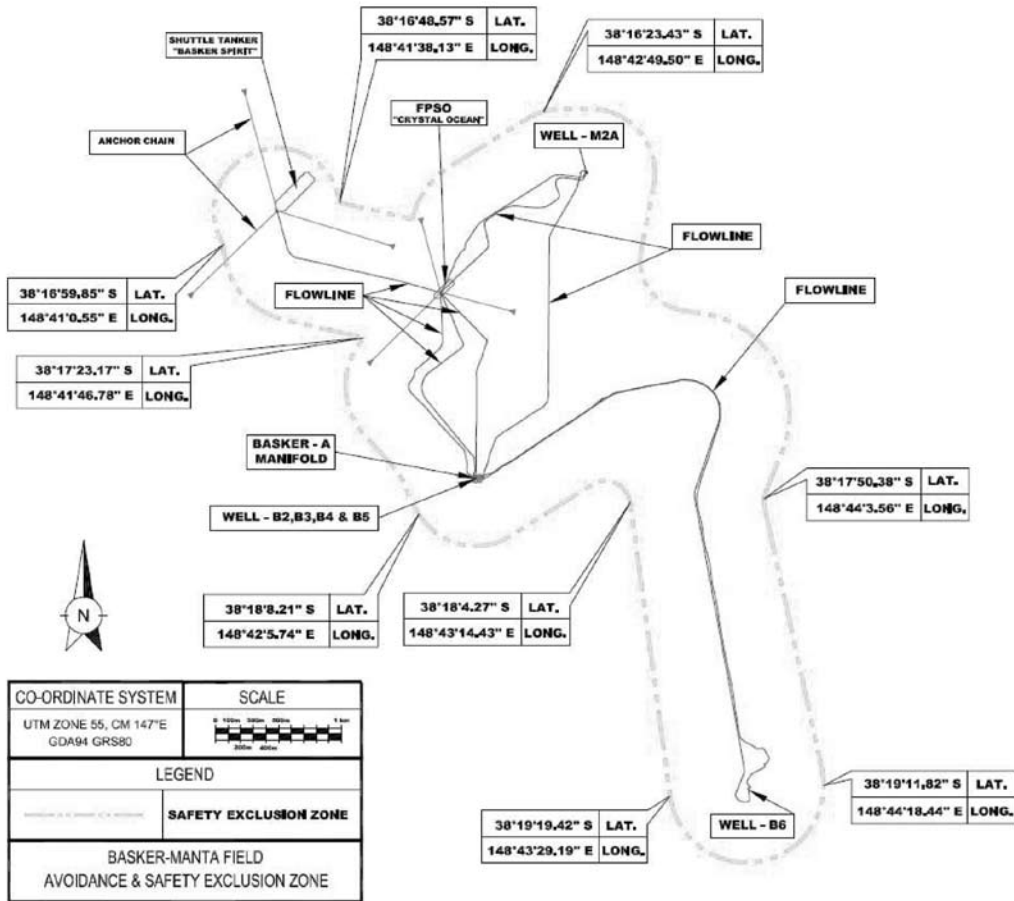
I, Terry McKinley, Manager Petroleum Operations Safety and Environment of Department of Primary Industries of Victoria by instrument of delegation dated 24 October 2006, and pursuant to the section of the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** corresponding to section 329 of that Act as it was in force immediately before the commencement of Part 1 of Schedule 4 to the **Offshore Petroleum Amendment (Greenhouse Gas Storage) Act 2008**, hereby prohibit all vessels, other than vessels under the control of the registered holders of Production Licence VIC/L26 and vessels operated by authorised persons who are exercising powers under Division 1 of Part 4.5 section 328(1) of the above Act, from entering or remaining in the area of the safety zone without the consent in writing of the Victorian Department of Primary Industries.

This safety zone extends to a distance of 500 metres, measured from each point of the outer edge of the equipment situated at or about the following points:

1. The subsea wellhead and production equipment know as Manta–2 situated at or about the point Latitude 38° 16' 39.03" S, Longitude 148° 42' 58.67" E;
2. The subsea wellhead and production equipment know as Basker–2 situated at or about the point Latitude 38° 17' 58.82" S, Longitude 148° 42' 30.91" E;
3. The subsea wellhead and production equipment know as Basker–3 situated at or about the point Latitude 38° 17' 58.97" S, Longitude 148° 42' 24.94" E;
4. The subsea wellhead and production equipment know as Basker–4 situated at or about the point Latitude 38° 17' 58.86" S, Longitude 148° 42' 23.58" E;
5. The subsea wellhead and production equipment know as Basker–5 situated at or about the point Latitude 38° 17' 59.31" S, Longitude 148° 42' 23.80" E;
6. The subsea wellhead and production equipment know as Basker–6 situated at or about the point Latitude 38° 19' 16.40" S, Longitude 148° 43' 54.00" E;
7. The mooring point of the vessel, being a Floating Production, Storage and Off-take (FPSO) known as Crystal Ocean, situated at or about the point Latitude 38° 17' 11" S, Longitude 148° 42' 11" E;
8. The mooring point of the vessel, being a Shuttle Tanker known as Basker Spirit, situated at or about the point Latitude 38° 16' 51" S, Longitude 148° 41' 18 E; and
9. The area or areas measured from each point of the outer edge of the flow-lines laid out between each of the above structures.

note: the above are GDA94 coordinates

as shown by the Safety Zone defined as the dashed line in the following diagram:



This safety zone is in force until 30 November 2009.

I also hereby revoke the Notice which appeared on page 1261 of the Victoria Government Gazette on 21 June 2007, in relation to the Prohibition of Entry into a Safety Zone – Basker–3, Basker–4 and Basker–5 wells.

Where an unauthorised vessel enters or remains in the safety zone specified in contravention of this instrument, the owner and the person in command or in charge of the vessel are each guilty of an offence against section 329 of the Act and are punishable, upon conviction, by imprisonment for a term:

- not exceeding 15 years if the breach is determined as intentional
- not exceeding 12.5 years if the breach is determined as recklessness
- not exceeding 10 years if the breach is determined as negligence
- not exceeding 5 years if the breach is determined as an offence of strict liability.

Dated 25 November 2008

TERRY McKINLEY
Manager Petroleum Operations Safety and Environment

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

I, the undersigned, being the Deputy Registrar of the Magistrates' Court at Sunshine hereby give notice that the applications, as under, have been lodged for hearing by the said Court on the date specified. That date being 5 January 2009.

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

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

<i>Full Name of Applicant or in the case of a Firm or Corporation, of the Nominee</i>	<i>Name of Firm or Corporation</i>	<i>Address for Registration</i>	<i>Type of Licence</i>
Sharyn Lea Upton		120 McKenzie Street, Melton 3337	Commercial Sub-Agents
Salem Shemaly		120 McKenzie Street, Melton 3337	Commercial Sub-Agents
Marleine Hader		120 McKenzie Street, Melton 3337	Commercial Sub-Agents
Russell Lawrence Perry		120 McKenzie Street, Melton 3337	Commercial Sub-Agents
Julianne Bartels	Bartels Taylor and Associates P/L	PO Box 779, Melton 3337	Commercial Agents

Dated at Sunshine 1 December 2008

ROBERT M. BRUGGEMANN
Deputy Registrar
Magistrates' Court of Victoria

**VICTORIAN ENERGY EFFICIENCY
TARGET SCHEME GUIDELINES
DECEMBER 2008**

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1. BACKGROUND

1.1 Purpose and authority

These Guidelines are the 'ESC guidelines' referred to in the **Victorian Energy Efficiency Target Act 2007** (the Act).

The Commission is responsible for the general administration of the Act and the VEET scheme for which the Act provides. Section 74 of the Act authorises the Commission to issue Guidelines relating to any matter required or permitted by the Act to be provided for by the Guidelines.

1.2 Scope of guidelines

The Act requires or permits the Guidelines to provide for the following matters:

- the accreditation of a person;
- the creation, form and transfer of a certificate;
- the manner in which a prescribed activity is to be undertaken;
- the manner and form in which rights to create certificates may be assigned;
- the form of, and the information to be included in, an energy acquisition statement;
- the auditing by the Commission of the creation of certificates by an accredited person;
- the auditing of an energy acquisition statement by a third party engaged by a relevant entity;
- the records to be kept by an accredited person or a relevant entity;
- the information to be contained in the register of accredited persons and the register of energy efficiency certificates; and
- any other matter that the Commission considers is relevant to its functions under the Act.

1.3 Interpretation

In this Guideline:

- headings and footnotes are for convenience only and do not affect the interpretation of these Guidelines;
- words importing the singular include the plural and vice versa;
- words importing a gender include any gender;
- words importing a natural person include a company or other body corporate, partnership, trust, joint venture, association and governmental agency;
- a reference to any statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations made under that statute; and
- a reference to any legislation or to any other document is to that legislation or document as amended, consolidated, restated or re-enacted.

1.4 Legislative objectives

The objects of the Act, as set out in section 4, are to:

- reduce greenhouse gas emissions;
- encourage the efficient use of electricity and gas; and
- encourage investment, employment and technology development in industries that supply goods and services which reduce the use of electricity and gas by consumers.

1.5 Commencement date

These Guidelines commence on 1 January 2009.

1.6 Review of Guidelines

These Guidelines are subject to review by the Commission from time to time.

1.7 Priority of Act and regulations

Except as specifically provided in the Act or regulations, nothing in these Guidelines affects the interpretation of the Act or regulations. If there is any inconsistency between these Guidelines and a provision of the Act or regulations, the relevant provision of the Act or regulations will prevail to the extent of that inconsistency.

2. DEFINITIONS

Terms defined in the Act and the regulations have the same meaning when used in these Guidelines and do not appear in bold and italics. Terms shown in bold and italics in these Guidelines have the meanings shown opposite them below.

<i>Act</i>	Victorian Energy Efficiency Target Act 2007 (Vic.).
<i>audit deed</i>	A tripartite audit deed between a relevant entity, its approved auditor and the Commission for the purposes of clause 12 of these Guidelines, in the form published by the Commission for the VEET scheme or otherwise in a form satisfactory to the Commission.
<i>authorised user</i>	A person designated by the holder of a VEET account to access and transact on that account on the holder's behalf.
<i>Commission</i>	The Essential Services Commission established under section 7 of the Essential Services Commission Act 2001 (Vic.).
<i>consumer</i>	In respect of premises, the consumer of electricity or gas at those premises or, in the circumstances set out in section 16(2)(a) or (b) of the Act, the owner of those premises.
<i>register of products</i>	The list of approved products and devices to be maintained by the Commission as described in clause 5.1 of these Guidelines.
<i>regulations</i>	Victorian Energy Efficiency Target Regulations 2008 (Vic).
<i>relevant fee</i>	In respect of an application, notification or registration, the relevant fee (if any) published by the Minister under section 73 of the Act. The Commission will maintain a list of current relevant fees on its website.
<i>VEET account</i>	An account established under clause 3 of these Guidelines in which certificates must be held.
<i>VEET registry</i>	The internet-based communication and registry system established and designated by the Commission for use for the purposes of the VEET scheme or, if at any time no such system is available for a particular function, any method of communication and registration identified by the Commission for that purpose on its website.

3. ESTABLISHMENT OF VEET ACCOUNTS

Act reference: section 74(2)(i) (general administration).

Applies to: accredited persons, relevant entities, persons trading certificates.

The Act requires energy efficiency certificates to be created in electronic form. In order to establish electronic registry systems, implement appropriate security measures and generally administer the VEET scheme, the Commission requires a person to hold a VEET account as a prerequisite to accreditation, and to the creation, transfer and surrender of certificates. This clause 3 sets out the requirements for the establishment and maintenance of VEET accounts.

3.1 Requirement for account

A person must hold a valid VEET account in order to:

- become an accredited person;
- create a certificate;
- become the registered owner of a certificate; or
- transfer or surrender a certificate.

3.2 Account application

An application for a VEET account must be made on the designated form published by the Commission on its website. All sections of the form must be completed and the form must be submitted using the VEET registry.

3.3 Use of account and VEET registry

A VEET account holder must (and must ensure that its authorised users will) use the VEET account and the VEET registry only in accordance with, and for the purposes permitted by, these Guidelines and any terms and conditions of use published by the Commission from time to time.

4. ACCREDITATION OF PERSONS

Act reference: sections 9 and 10.

Applies to: accredited persons.

A person must be accredited by the Commission before creating certificates. The process for application is provided for in sections 9 to 12 of the Act. In particular, section 9(2) requires applicants for accreditation to provide information which the Commission considers necessary for the purposes of the VEET scheme, and documents which the Commission considers necessary for the purposes of deciding whether to approve the application. Under section 10 of the Act, the Commission may also require consents or undertakings for the purposes of ensuring that double benefits are not obtained under both the VEET scheme and any other scheme prescribed by the regulations. This clause 4 describes what the Commission will generally require from applicants for accreditation.

4.1 Submission of application

An application for accreditation must be made by a VEET account holder on the designated application form published by the Commission on its website. All sections of the form must be completed unless otherwise indicated on the form. The completed and signed form must be sent to the Commission at the postal, fax or electronic address specified in the form, together with:

- the additional information and documents indicated on the form or in any instructions attached to the form; and
- the form of consent and the applicable forms of undertaking referred to in clause 4.2.

The applicant must pay the relevant fee in the manner specified on the application form or attached instructions. The application is taken to have been received by the Commission on the date the Commission has received both the application form and the relevant fee in cleared funds.

4.2 Forms of consent or undertaking – prescribed greenhouse gas schemes

The initial regulations do not prescribe any greenhouse gas schemes for the purposes of the Act. However, the Commission still requires applicants for accreditation to provide the undertakings referred to in clauses 4.2.2 and 4.2.3 to cover any scheme which may in future be prescribed.

4.2.1 Consent under section 10(1) of the Act

If an applicant for accreditation is a participant in a prescribed greenhouse gas scheme set out in the regulations, that applicant must submit a signed consent, in the designated form published by the Commission on its website and addressed to the administrator of that scheme, authorising the disclosure of information relating to the applicant by that administrator to the Commission.

4.2.2 Undertaking under section 10(2) of the Act

All applicants for accreditation must give the Commission a signed undertaking, in the designated form published by the Commission on its website, not to claim any benefit under a prescribed greenhouse gas scheme (whether current or future) if that would result in a benefit being obtained under both that scheme and the VEET scheme in respect of the same activity.

4.2.3 Undertaking in relation to future scheme participation

All applicants for accreditation must give the Commission a signed undertaking, in the designated form published by the Commission on its website, to provide the Commission with the form of consent referred to in clause 4.2.1, promptly upon:

- becoming a participant in any prescribed greenhouse gas scheme; or
- a greenhouse gas scheme in which the applicant is a participant becoming prescribed by the regulations.

5. PRESCRIBED ACTIVITIES

Act reference: section 15 and 74(2)(c).

Applies to: accredited persons.

Prescribed activities are determined by the regulations, but under section 74(2)(c) of the Act the Guidelines may provide for the manner in which prescribed activities are to be undertaken. This clause 5 sets out applicable requirements for certain prescribed activities.

5.1 Commission's role in relation to prescribed activities

The regulations provide for a number of specified activities which reduce greenhouse gas emissions to be prescribed activities for the purposes of the VEET scheme. The regulations may also specify when a prescribed activity is taken to have been undertaken and the methodology used to calculate the number of certificates that may be created for a prescribed activity.

The Commission's role in relation to prescribed activities is:

- to perform the functions specified in the regulations, including the maintenance of a list of efficient products and devices for the purposes of certain prescribed activities (the register of products), and
- more generally, and where the Commission considers appropriate having regard to the regulations, to provide for the manner in which prescribed activities must be undertaken in order for certificates to be created.

5.2 Requests to modify ESC register

Any person may submit a request in writing to the Commission to modify the register of products by adding, removing or amending the description of a product. The request must specify:

- the nature of the modification requested;
- the prescribed activity category and the name and any applicable brand or model number of the product;
- for the addition of a product, a description of how that product or device is consistent with the minimum standards and requirements for that activity set out in the regulations;
- for the removal of a product, the reasons for requesting its removal;
- for an amendment to the description of a product, a description of the proposed amendment and the reasons for requesting it;
- the nature of the requesting person's interest in the product; and
- any other information or supporting evidence that the requesting person considers relevant.

The Commission may, at its discretion, decide to modify the register of products if satisfied that the modification is consistent with the requirements of the regulations and the objects of the Act.

5.3 Manner of undertaking certain prescribed activities

In addition to the requirements, standards and specifications set out in the regulations, prescribed activities must be undertaken in accordance with all laws, regulations and codes of practice applicable to that activity. By way of example, and without limitation, these may include:

- **Electricity Safety Act 1998;**
- **Gas Safety Act 1997;**
- **Building Act 1993**, including the mandatory standards in the Schedule to that Act;
- Building Code of Australia 2008;
- Electricity Safety (Installations) Regulations 1999;
- Electricity Safety (Equipment) Regulations 1999;
- Gas Safety (Gas Installation) Regulations 1999;
- Plumbing Regulations 1998; and
- Code of Practice for Safe Electrical Work.

6. ASSIGNMENT OF RIGHTS TO CREATE CERTIFICATES

Act reference: section 16.

Applies to: accredited persons, consumers.

Where a prescribed activity is undertaken, section 16(1)(b) of the Act contemplates that the consumer may assign the right to create certificates for that prescribed activity. Section 16(3) of the Act requires an assignment of such rights to be made by written notice and in the manner and form specified by these Guidelines. This clause 6 sets out those requirements.

6.1 Parties to the assignment

Rights to create certificates can only be assigned by the consumer in respect of the prescribed activity to an accredited person.

6.2 What may be assigned?

The rights to create all of the certificates attributable to a prescribed activity must be assigned to the same accredited person.

A single form of assignment may relate to more than one prescribed activity.

6.3 Time of assignment

An assignment:

- may be made at any time prior to the latest date for creation of certificates in respect of the relevant prescribed activity under the Act; but
- must not take effect before the prescribed activity has been undertaken in accordance with the regulations.

6.4 Form of assignment

For the purposes of section 16(3) of the Act, each assignment of a right to create certificates in respect of a prescribed activity must be made in writing and must contain the mandatory information and fields designated by the Commission and published on its website. The Commission may designate separate mandatory information and fields relating to different categories of prescribed activity.

6.5 Responsibility for completion of form

The assignee must ensure that all sections of the applicable assignment form are completed and that the form is signed by the consumer and the assignee or its agent. The consumer must be given a copy of the assignment form upon request.

6.6 Records to be retained by the assignee

An assignee must maintain:

- a copy of the completed and signed form of assignment; and
- evidence of the benefit provided to the consumer,

for inspection and audit by the Commission on request, for a period of at least six years after the date of the assignment.

6.7 Consumer personal information to be held in accordance with the Information Privacy Principles

The assignee must ensure that all personal information collected in an assignment form about the consumer or any other individual (such as an installer) is held in accordance with the Information Privacy Principles (IPPs) under the **Information Privacy Act 2000** (Vic). The IPPs and information about how to comply with them can be found at <http://www.privacy.vic.gov.au>.

7. CREATION AND REGISTRATION OF CERTIFICATES

Act reference: sections 21 & 22.

Applies to: accredited persons.

A certificate may be created by an accredited person in respect of a prescribed activity, subject to and in accordance with sections 16 to 19 of the Act. Sections 21 and 22 provide for the form and content of certificates and the registration of certificates by the Commission. This clause 7 describes the electronic form for creating certificates for the purposes of section 21(1) of the Act, the manner of notification and additional information for the purposes of determining whether the certificate has been properly created and is eligible for registration.

7.1 Form for creation of certificates

An accredited person may only create certificates using the certificate creation form designated by the Commission in the VEET registry, and in accordance with any explanatory notes issued by the Commission. All sections of the certificate creation form must be completed.

7.2 Creation and notification to the Commission

An accredited person is taken to have created a certificate when that person:

- submits the completed certificate creation form for registration through its VEET account in the VEET registry; and
- completes any additional verification requests generated by the VEET registry.

Completion of these steps also constitutes the accredited person's notification to the Commission that it has created a certificate for the purposes of section 22(2) of the Act.

7.3 Payment of fee

The accredited person must remit the relevant fee for the creation of each certificate to the Commission in accordance with instructions generated by the VEET registry. The Commission will not register certificates unless the relevant fee is paid.

7.4 Unique identification code

A unique identification code for each certificate will be generated by the VEET registry once the certificate creation form has been submitted and validated.

7.5 Further information

In some circumstances, the Commission may request the accredited person to provide additional information after a certificate has been created, in order to decide whether the certificate is eligible for registration and has been properly created. Any information requested must be provided within ten business days unless otherwise agreed between the Commission and the accredited person. The Commission may decide not to register the relevant certificate if that information is not provided.

8. TRANSFER OF CERTIFICATES

Act reference: section 24.

Applies to: accredited persons, relevant entities, persons trading certificates.

Certificates may be transferred to any person under section 24 of the Act. The form and terms of the transfer agreement itself are commercial matters for the parties. The Commission is obliged under the Act to register transfers that are notified in the manner specified in these Guidelines. This clause 8 sets out the requirements for transfer notifications for the purposes of section 24(3) of the Act.

8.1 Transfer requirements

Certificates may be transferred by the owner of those certificates to any person. However, the Commission will not register a transfer of certificates unless:

- both the transferor and the transferee hold a VEET account;
- the transferor is the current registered owner of the certificates; and
- the transferor and the transferee have complied with the notification and payment requirements in clause 8.2 and 8.3.

8.2 Electronic notification of transfer

In order to notify the Commission of a transfer of a certificate, the following steps must be completed:

- the transferor must send an electronic transfer notice to the transferee and the Commission from the transferor's VEET account in the VEET registry, using the form designated by the Commission;
- the transferee must send an electronic transfer confirmation to the transferor and the Commission from the transferee's VEET account in the VEET registry, using the form designated by the Commission; and
- both the transferor and the transferee must complete any additional verification requests generated by the VEET registry.

The VEET registry will include a facility for the transferor to withdraw the transfer notice at any time prior to the submission of a confirmation by the transferee. In this event, the Commission will not proceed to register the transfer.

A single form of notice or confirmation may be used in respect of the transfer of any number of certificates in a single transaction on the same date and between the same transferor and transferee.

8.3 Payment of fee

The transferee must remit the relevant fee for the transfer of each certificate to the Commission in accordance with instructions generated by the VEET registry. The Commission will not register the transfer of any certificate unless the relevant fee is paid.

9. VOLUNTARY SURRENDER OF CERTIFICATES

Act reference: section 25.

Applies to: accredited persons, relevant entities, persons trading certificates.

A certificate may be voluntarily surrendered by the owner of that certificate, at the same time giving the Commission reasons in writing for the surrender. This clause 9 describes the notification to be given to the Commission.

9.1 Notification of Surrender

The registered owner of a certificate may surrender that certificate under section 25 of the Act by:

- submitting a completed voluntary surrender notice to the Commission through the owner's VEET account in the VEET registry, using the form designated by the Commission; and
- completing any additional verification requests generated by the VEET registry.

A single voluntary surrender notice may be used for the surrender of any number of certificates.

10. ENERGY ACQUISITION STATEMENTS AND SURRENDER OF CERTIFICATES

Act reference: sections 29 to 35.

Applies to: relevant entities.

Under section 33 of the Act, if a relevant entity makes a scheme acquisition in a calendar year, it must submit an energy acquisition statement to the Commission by 30 April in the following year. This clause 10 describes the information to be contained in each statement in addition to that specified in section 33(2)(a) to (f), and the form and manner in which energy acquisition statements must be submitted.

10.1 Form of energy acquisition statement

Relevant entities must prepare energy acquisition statements using the designated form published by the Commission on its website.

10.2 Submission of energy acquisition statement

Each energy acquisition statement must be signed and audited as required by the Act and clause 12 of these Guidelines. The relevant entity must submit to the Commission each of:

- the audited energy acquisition statement;
- the auditor's report;
- details of certificates surrendered (or to be surrendered) as required by section 33(4) of the Act and clause 10.4 of these Guidelines; and
- the relevant fee for lodgement of the statement,

in the manner specified in the form of energy acquisition statement or any explanatory notes published by the Commission.

10.3 Additional information required

In addition to the information specified in section 33(2)(a) to (f) of the Act, each energy acquisition statement must set out:

- the telephone number, fax number and email address of the relevant entity;
- the year to which the statement applies;
- the date of the statement;
- the quantity of energy acquired under scheme acquisitions from each of the persons or bodies referred to in paragraphs (a) and (b) of the definition of 'scheme acquisition' in the Act;
- the relevant entity's calculation, in accordance with section 29 of the Act, of whether the relevant entity had an energy efficiency certificate shortfall for the year; and
- any changes during the year to information (even if already given to the Commission) about the following matters for the relevant entity:
 - ownership;
 - material business acquisitions and disposals;
 - location and contact details; and
 - energy purchase arrangements.

10.4 Surrender of Certificates

A relevant entity must surrender the number of certificates specified in the energy acquisition statement under section 33(4) of the Act:

- using the voluntary surrender notice designated for those purposes by the Commission in the VEET registry;
- on or before the date on which the statement is required to be lodged pursuant to section 33(1) of the Act.

11. RECORD KEEPING

Act reference: section 72.

Applies to: accredited persons and relevant entities.

Accredited persons and relevant entities must keep records as specified in section 72 of the Act. This clause 11 sets out additional record keeping requirements for accredited persons and relevant entities.

11.1 Accredited persons

In addition to the requirements set out in section 72 of the Act, accredited persons must keep records and documents which provide evidence of the following, to the extent applicable:

- the records referred to in clause 6.6 of these Guidelines in relation to assignments of rights to create certificates;
- sales, purchase and/or service records of each product or service which constitutes a prescribed activity for which certificates have been created, including make and model number if applicable, and the street address and postcode of the consumer; and
- evidence of removal or destruction of existing products where removal or destruction is required by the regulations.

11.2 Relevant entities

There are currently no additional record-keeping requirements to those specified in section 72 of the Act for relevant entities.

12. AUDIT OF ENERGY ACQUISITION STATEMENTS

Act reference: section 33(6).

Applies to: relevant entities.

Section 33(6) of the Act requires each energy acquisition statement to be audited by an independent third party before lodgement by a relevant entity. This clause 12 identifies the requirements for the audit of energy acquisition statements.

12.1 Nominating, approving and appointing an auditor

12.1.1 Nominating an auditor

- (a) By a date specified by the Commission in each year, each relevant entity must nominate to the Commission for approval an independent auditor to undertake the relevant audit, unless a current approval from the Commission is in place in respect of that relevant entity and auditor.
- (b) The Commission will consider approving auditors for a period greater than 1 year but no more than 5 years.
- (c) In nominating an auditor to the Commission, the relevant entity must provide details of:
 - (i) the proposed auditor who will undertake the specified audit;
 - (ii) the proposed individuals who will undertake any relevant audit work for the auditor (that is, the audit team);
 - (iii) the proposed individual who will lead the audit team (who must be a partner or equivalent of the auditor and who will be required to sign the audit report and take full responsibility for the audit findings);
 - (iv) the work history and skills of the audit team leader and each audit team member, and the role they will play in undertaking the audit;
 - (v) the auditor's field of work, core expertise, experience and corporate or business structure (unless the auditor has been selected from the panel of auditors established under clause 12.1.2);
 - (vi) any work undertaken by the auditor for the relevant entity in the previous two years, and any work that the auditor is currently doing or has bid for in relation to the relevant entity;
 - (vii) any potential or perceived conflict of interest and the manner in which the potential or perceived conflict of interest is proposed to be managed; and
 - (viii) the term of the approval requested.
- (d) In deciding whether to approve an auditor nominated by a relevant entity, the Commission will have regard to the following key criteria:
 - (i) demonstrated skill, experience in, and detailed knowledge of quality assurance, including operational or compliance auditing and where relevant, science or engineering, and information systems (in terms of both the nominated auditor and the proposed audit team);
 - (ii) appropriate knowledge of the electricity and gas industries (in terms of both the nominated auditor and the proposed audit team);
 - (iii) an absence of conflicts; and
 - (iv) if relevant, the resource capacity to undertake multiple audits under tight time constraints.

12.1.2 Audit Panel

- (a) The Commission will establish a panel of auditors who it considers meet the skill, experience and knowledge criteria in clause 12.1.1(d) and the resource capacity to undertake more than one audit.
- (b) Panel members will need to agree:
 - (i) in principle to the terms of the audit deed; and
 - (ii) to take actions to ensure that staff maintain the necessary skill level and familiarity with the Commission's audit requirements.
- (c) If the relevant entity fails to nominate an auditor as required under clause 12.1.1(a) or the Commission decides not to approve the nominated auditor, the Commission may (but is not obliged to) appoint an auditor from its audit panel in respect of a statement to be provided by that relevant entity, without limiting or qualifying any liability of the relevant entity, and the relevant entity will be responsible for the costs of any auditor appointed by the Commission.

12.1.3 Approval of auditors

- (a) If the Commission is satisfied that the nominated auditor and audit team members satisfy the key criteria in clause 12.1.1(d), it will provide the relevant entity with written notice of the Commission's intention to approve the auditor, which may be conditional. Approval will only be provided of a person nominated as auditor by a relevant entity:
 - (i) if the Commission has given notice of its intention to approve the person as auditor with respect to the relevant entity;
 - (ii) any conditions applicable to that notice have been satisfied (or waived by the Commission); and
 - (iii) an audit deed has been delivered to the Commission duly executed by both the auditor and the relevant entity.
- (b) The approval of the Commission will take effect upon the Commission's execution of the relevant audit deed.

12.1.4 Appointment and termination of approval

- (a) The relevant entity must ensure that no person nominated by it as auditor commences an audit until that person has been approved by the Commission under clause 12.1.3. Such a person cannot commence an audit before the Commission's receipt of a duly executed audit deed.
- (b) Once approved, the primary duty of care of the auditor is to the Commission.
- (c) The relevant entity must not:
 - (i) require or seek changes to be made to an auditor's report that conflict with the auditor's professional judgment and its primary responsibility to the Commission including, for instance, requiring a change to be made that would, in effect, remove or obscure any adverse finding of the auditor; or
 - (ii) unreasonably withhold payment or terminate any contract with the auditor over a disputed audit finding.
- (d) If the auditor believes that an event described in clause 12.1.4(c) has occurred, the auditor must advise the Commission as soon as possible after the event has occurred.
- (e) Once approved, the auditor must:
 - (i) notify the Commission immediately of any change to the audit team members;

- (ii) ensure that no member of the audit team performs fee earning work for the relevant entity except as disclosed under clause 12.1.1(c) and that no work is undertaken that either influences any members of the audit team or could reasonably be considered to give rise to a material risk of any members of the audit team being influenced in relation to the relevant audit;
 - (iii) minimise the risk of conflicts of interest arising or being seen to arise, for example an approved auditor will be required not to do, and not to have done in the 12 months preceding its appointment, work which would create, or could be seen to create, a conflict of interest; and
 - (iv) notify the Commission of and manage any conflicts of interest or perceived conflicts of interest that arise in accordance with any conditions approved by the Commission.
- (f) The audit deed elaborates on these requirements and qualifies their application in the context of work undertaken in connection with the audit.
 - (g) The Commission's approval of an auditor to conduct audits will end upon the expiry or termination of the relevant audit deed.
 - (h) The Commission's approval of an auditor constitutes an approval of that auditor only for the purpose of conducting audits which the nominating relevant entity is obliged under the Act to arrange and for no other purpose.
 - (i) The Commission may at its absolute discretion, remove an auditor from the panel of auditors at any time.

12.2 Briefing the auditors

The Commission intends to brief auditors annually (either individually or jointly) to ensure that the Commission's audit requirements are clearly understood.

Representatives of each relevant entity's auditor must attend the briefing. The relevant entity may also attend the briefing.

12.3 Audit Timing

An indicative process timeline for the relevant entity audit of energy acquisition statements is set out in figure 1 at the end of this document.

12.4 General audit scope

Except as otherwise required in a specific audit scope issued by the Commission to a relevant entity under clause 12.5, auditors must:

- (a) investigate compliance with the requirements of sections 29, 31 and 33 of the Act, and clause 10 of the Guidelines;
- (b) analyse relevant data in the relevant entity's information systems and records to:
 - (i) ensure that the data in those systems and records is consistent with the data reported to the Commission in the energy acquisition statement;
 - (ii) verify the correct application of formulae and the accuracy of arithmetical calculations in the energy acquisition statement; and
 - (iii) identify any missing data or unusual figures or trends that might suggest incorrect data, errors in data entry or manipulation.
- (c) analyse documented procedures to assess whether they are consistent with the matters that are subject to audit. Documented procedures include anything that guides staff in complying with obligations or acting in relation to relevant matters, for example training manuals and procedures for generating, entering and reporting information and source data used as an input for the energy acquisition statement;
- (d) interview responsible staff to assess whether they understand and comply with the documented procedures;

- (e) analyse information systems to assess the extent to which they produce information that supports information presented in the energy acquisition statement. This will require an examination of:
 - (i) system design and security; and
 - (ii) the design of queries and calculations formulae that are used to compute the amount of electricity and/or gas acquired under scheme acquisitions.
- (f) analyse quality controls to assess whether misrepresented data is and information defects are systematically identified and corrected;
- (g) test a sample of cases or data. The auditor must establish the extent to which there has been actual compliance (insofar as compliance is subject of audit) or the extent to which relevant information is free of defect; it is not enough to ensure only that procedures are robust; and
- (h) take any other action set out in an audit scope issued to the relevant entity under clause 12.5.

12.5 Specific audit scopes

12.5.1 Issue of specific audit scope by the Commission

The Commission may decide and issue to a relevant entity by 1 October in any year an audit scope which specifies additional requirements for the conduct of audits.

An audit scope issued under this clause will apply to the audit of the energy acquisition statement due in the following calendar year and all subsequent audits unless the Commission varies or withdraws that audit scope by notice to the relevant entity by 1 October in any year.

In specifying additional requirements in an audit scope issued under this clause, the Commission will have regard to:

- (a) the obligations of the relevant entity under the Act;
- (b) the objectives of the Act;
- (c) its assessment of risk associated with a relevant entity in accordance with clause 12.5.2; and
- (d) such other matters as it considers relevant.

12.5.2 Assessing risk

In assessing the risk associated with a relevant entity the Commission will consider:

- (a) the likelihood and the consequences of non-compliance; and
- (b) in the case of information, the likelihood and consequences of it being defective, unreliable, lacking in quality or not conforming with relevant specifications.
- (c) In assessing the likelihood of non-compliance and the likelihood of information being defective, unreliable, lacking in quality or not conforming with relevant specifications, the Commission will consider the following factors:
 - (i) any previous audit results or evidence of non-compliance;
 - (ii) the likely or known extent of information defects;
 - (iii) any issues identified by the Commission during the ongoing administration of the scheme.
- (d) In assessing the consequences of non-compliance or of information being defective, unreliable, lacking in quality or not conforming with relevant specifications, the Commission will consider the following factors:
 - (i) the effect on the Commission's ability to administer the scheme;
 - (ii) the effect on the market for certificates;

- (iii) the effect on the objectives of the Act; and
 - (iv) the effect on commercial and administrative decision making (for example, the setting of the greenhouse gas reduction rate at an inadequate level based on inaccurate information).
- (e) The Commission will conduct any risk assessment under this clause 12.5.2 in accordance with Australian Standard AS 4360:2004, which has been issued by Standards Australia and is the Australian standard relating to Risk Management.

12.6 Reliance and Standards

Auditors:

- (a) may have regard to internal audit assessments but in arriving at a conclusion in relation to an audit matter must not rely on them exclusively. Where an auditor has previously audited a matter, they should exercise professional judgment as to the depth of inquiry required; and
- (b) must have regard to the requirements of the Auditing and Assurance Standards Board (AUASB) and the relevant Australian Standards for Assurance Sampling, Compliance and Risk Management;
- (c) notwithstanding clause 12.7, must issue an audit report under ASAE 3000 'Assurance Engagements Other than Audits or Reviews of Historical Information' which provides for limited assurance¹.

12.7 Generic issues to be addressed

- (a) In auditing the quality, reliability or conformity of information with specified requirements, an auditor should address the following generic issues:
 - (i) Is the information generated in accordance with documented methodologies, policies, practices and procedures?
 - (ii) Are the methodologies, policies, practices and procedures fully understood by relevant staff?
 - (iii) How accurately do those procedures and the information reflect applicable information specifications in the Act and regulations?
 - (iv) Is the information based on sound information systems and records?
- (b) In auditing compliance, an auditor should address the following generic issues:
 - (i) Is the matter under investigation reflected in documented policies, practices and procedures?
 - (ii) Has the matter been fully understood by staff?
 - (iii) Has the matter been performed as specified?
 - (iv) Is the matter the subject of effective compliance monitoring and quality control (e.g. internal audits)?
 - (v) Does the culture appear to support compliant behaviour?
 - (vi) Does the organisational structure support compliant behaviour and outcomes?

12.8 Audit Report

12.8.1 Form of audit report

An auditor must prepare a report that addresses all applicable matters and issues identified in clause 12.4. The audit report must contain at least the following:

¹ The objective of limited assurance is defined under ASAE 3000 'Assurance Engagements Other than Audits or Reviews of Historical Financial Information', issued July 2007, as 'a reduction is the assurance engagement risk to a level that is acceptable in the circumstances of the engagement, but where that risk is greater than for a reasonable assurance engagement, as the basis for a negative form of expression of the assurance practitioner's conclusion'.

- (a) an executive summary identifying key issues arising from the audit that reflects any current standard reporting format issued by the Commission;
- (b) a description of the audit methodology used;
- (c) a brief description of the systems and procedures that have been put in place to complete the energy acquisition statement;
- (d) grades pursuant to clause 12.8.2 and a summary of findings for each matter, which includes a detailed description of each issue of non compliance; and
- (e) a completed data assessment table.

12.8.2 Data integrity grades






- (a) The auditor must assess the integrity of the data presented in the relevant entity's energy acquisition statement by using a standard grading system.
- (b) The grading system is a two step process requiring auditors to use Harvey balls and a traffic light system to assess the data.

Reporting – Step one

Harvey balls are used to represent the quality and presence associated with each of the five principles represented in table 10.1 below.

Table 12.1 Principles for auditing information relevant to the scheme


Principle	Definition
1. Faithful representation	<ol style="list-style-type: none"> 1. Information should faithfully represent the events and transactions that it purports to represent or could reasonably be expected to represent. 2. Uncertainties should be identified and quantified where possible.
2. Completeness	<ol style="list-style-type: none"> 1. Information should be complete in all respects in accordance with any applicable requirements of the Act, such that information is not misleading or unreliable in terms of relevance to the processes of the relevant entity. 2. All relevant transactions or events shall be included within the calculation or estimation of data.
3. Consistency	<ol style="list-style-type: none"> 1. Consistent methodologies, measurements and source data should be used such that comparative assessments can be made from year to year and over time. 2. Estimates should be consistent with relevant Australian and state government estimates.
4. Reliability	<ol style="list-style-type: none"> 1. Information and source data should be free of misstatement and able to be relied upon by users of the information to faithfully represent that which it either purports to represent or could reasonably be expected to represent.
5. Transparency	<ol style="list-style-type: none"> 1. Data shall be replicable by a third party through adequate record keeping. 2. Data will have a clearly defined audit trail. 3. Reference sources, methodologies and approaches to data generation shall be clearly documented. 4. Changes to data and methodologies over time shall be clearly documented.

<i>Grade</i>	<i>Description</i>
	<ul style="list-style-type: none"> No adherence to the principle.
	<ul style="list-style-type: none"> Some adherence to the principle.
	<ul style="list-style-type: none"> General regard to the principle.
	<ul style="list-style-type: none"> High regard to the principle.
	<ul style="list-style-type: none"> Total adherence to the principle.

Reporting – Step 2

A traffic light system is used to indicate the overall integrity of the data.

 Unacceptable

 Acceptable but adjustments needed

 Acceptable

12.8.3 Signed statement

The auditor must include in its final audit report a statement signed by the leader of its audit team that states that:

- the audit report findings accurately reflect the professional opinion of the auditor;
- the auditor and team members have observed the requirements of this guideline and the relevant audit deed in conducting the audit, making audit findings and preparing the report;
- the conclusion of the audit specified as a limited assurance review opinion under ASAE 3000; and
- the audit report findings have not been unduly influenced by the relevant entity.

12.9 Commission response to audits

- The Commission may (without limiting its powers and rights under the Act, an audit deed or otherwise):

- (i) obtain and analyse the auditor's record of its contacts with the relevant entity, for example to obtain more details of reported non-compliance, misrepresentation of data, or to investigate whether significant changes have been made to drafts of the report;
 - (ii) require further auditing to be undertaken (whether by the relevant auditor or another) where it considers the report is or may be unsatisfactory in a material respect, for example where the Commission has independent information contradicting an assessment made by the auditor;
 - (iii) require that the relevant entity arrange for another auditor approved by the Commission to undertake any such further auditing work;
 - (vi) require further information from the relevant entity under Part 8 of the Act;
 - (v) through its authorised officers, exercise any powers under Part 7 of the Act to the extent necessary to substantiate the information provided in an energy acquisition statement, or otherwise to determine whether the relevant entity has complied with the Act;
 - (vi) require termination of any contract by which the auditor was engaged to conduct the relevant audit; or
 - (vii) remove a firm from the audit panel if it has failed to follow this audit guideline or has not observed the necessary level of independence.
- (b) The Commission may report publicly and/or comment on the aggregated results of the audits undertaken. This may include but is not limited to reporting aggregated audit results as part of its annual reporting function under section 67 of the Act.

13. AUDIT OF CREATION OF CERTIFICATES

Act reference: section 7(2)(d)

Applies to: accredited persons.

Under section 7(2)(d) of the Act, the Commission may audit the creation of certificates by accredited persons. This clause 13 describes the basis on which the Commission will exercise its discretion to audit the creation of certificates and identifies the manner in which those audits will be carried out.

13.1 Auditor

The Commission may appoint one or more members of staff of the Commission or another appropriately qualified or experienced person or firm to perform an audit under this clause 13 following the process in Figure 2 at the end of this document.

13.2 Audit Scope

13.2.1 Purpose of audit

Where the Commission elects to audit the creation of certificates by an accredited person the purpose of the audit is to confirm the entitlement of the accredited person to create certificates in respect of a prescribed activity, by auditing compliance with the requirements of sections 16 to 19 of the Act, clause 7 of the Guidelines and the regulations.

13.2.2 Matters to be investigated

The auditor may, as instructed by the Commission:

- (a) investigate compliance with each obligation or matter identified in Division 3 of Part 3 of the Act (as applicable), clause 7 of the Guidelines and the regulations;
- (b) analyse relevant data in the accredited person's information systems and records kept under clause 11 of the Guidelines to:
 - (i) ensure that the data in those systems and records is consistent with the content of the registered certificates and data within the VEET registry;

- (ii) ensure that the prescribed activities have been undertaken in accordance with the requirements set out in the regulations;
 - (iii) verify the correct application of formulae and the accuracy of arithmetical calculations; and
 - (iv) identify any missing data or unusual figures or trends that might suggest incorrect data, errors in data entry or manipulation.
- (c) analyse any documented procedures to assess whether they are consistent with the matters that are the subject of audit. Documented procedures include anything that guides staff in complying with obligations or acting in relation to relevant matters, for example training manuals and procedures for generating, entering and reporting information and source data used as an input for the creation of the certificates;
- (d) interview responsible staff to assess whether they understand and comply with the requirements in the Act and regulations;
- (e) analyse any quality controls to assess whether misrepresented data is and information defects are systematically identified and corrected;
- (f) test a sample of cases. The auditor must establish the extent to which there has been actual compliance (insofar as compliance is subject of audit) or the extent to which relevant information is free of defect; it is not enough to ensure only that procedures are robust; and
- (g) take any other action as the Commission considers necessary to complete the audit.

13.3 Reliance and Standards

The auditor will have regard to the requirements of the Auditing and Assurance Standards Board (AUASB) and the relevant Australian Standards for Assurance Sampling, Compliance and Risk Management.

13.4 Audit Report

The Commission will require the auditor to prepare a report that addresses all applicable matters and issues identified in clause 13.2.1 and 13.2.2 and contains;

- (a) an executive summary identifying key issues arising from the audit;
- (b) a description of the audit methodology used;
- (c) grades, where the auditor has assessed the integrity of the data subject to audit by using a standard two step (Harvey ball and traffic light) grading system; and
- (d) a summary of findings for each matter, which includes a detailed description of each issue of non compliance.






Reporting – Step 1

Harvey balls are used to represent the quality and presence associated with each of the five principles represented in Table 13.1.

Table 13.1 Principles for auditing information relevant to the scheme




Principle	Definition
1. Faithful representation	<ol style="list-style-type: none"> 1. Information should faithfully represent the events and transactions that it purports to represent or could reasonably be expected to represent. 2. Uncertainties should be identified and quantified where possible.
2. Completeness	<ol style="list-style-type: none"> 1. Information should be complete in all respects in accordance with any applicable requirements of the Act and regulations, such that information is not misleading or unreliable in terms of relevance to the processes of the accredited person. 2. All relevant transactions or events shall be included within the calculation or estimation of data.
3. Consistency	<ol style="list-style-type: none"> 1. Consistent methodologies, measurements and source data should be used such that comparative assessments can be made from year to year and over time. 2. Estimates should be consistent with relevant Australian and state government estimates and with international Guidelines.
4. Reliability	<ol style="list-style-type: none"> 1. Information and source data should be free of misstatement and able to be relied upon by users of the information to faithfully represent that which it either purports to represent or could reasonably be expected to represent.
5. Transparency	<ol style="list-style-type: none"> 1. Data shall be replicable by a third party through adequate record keeping. 2. Data will have a clearly defined audit trail. 3. Reference sources, methodologies and approaches to data generation shall be clearly documented. 4. Changes to data and methodologies over time shall be clearly documented.

Table 13.2 Harvey ball scale

<i>Grade</i>	<i>Description</i>
	<ul style="list-style-type: none"> No adherence to the principle.
	<ul style="list-style-type: none"> Some adherence to the principle.
	<ul style="list-style-type: none"> General regard to the principle.
	<ul style="list-style-type: none"> High regard to the principle.
	<ul style="list-style-type: none"> Total adherence to the principle.

Reporting – Step 2

A traffic light system is used to indicate the overall integrity of the data.

-  Unacceptable
-  Acceptable but adjustments needed
-  Acceptable

13.4.1 Signed statement

For instances where an external auditor has been engaged by the Commission, the auditor must include in its final audit report to the Commission a signed statement that:

- (a) the audit report findings accurately reflect the professional opinion of the auditor;
- (b) the auditor and team members have observed the requirements of this guideline and the relevant audit deed in conducting the audit, making audit findings and preparing the report; and
- (c) the audit report findings have not been unduly influenced by the accredited person.

13.5 Commission response to an audit

- (a) The Commission will provide a copy of the audit report to the accredited person on request.
- (b) The Commission may report publicly and/or comment on the aggregated results of the audits undertaken under this clause 13. This may include but is not limited to reporting aggregated audit results as part of its annual reporting function under section 7(4) of the Act.
- (c) Following completion of the audit the Commission will perform a risk assessment of the audit results to determine any further investigation is required.
- (d) In assessing the consequences of non-compliance or of information being defective, unreliable, lacking in quality or not conforming with relevant specifications, the Commission will consider the following factors:
 - (i) the effect on the Commission's ability to administer the scheme;
 - (ii) the effect on the market for certificates; and
 - (iii) the effect on the objectives of the Act.
- (e) The Commission may utilise the powers of authorised officers under Part 7 of the Act to conduct further investigation into matters relating to the creation of certificates.
- (f) The Commission may also require further information from the accredited person under Part 8 of the Act.

AUDIT PROCESS TIMELINES

Figure 1 Process of undertaking audits for energy acquisition statements

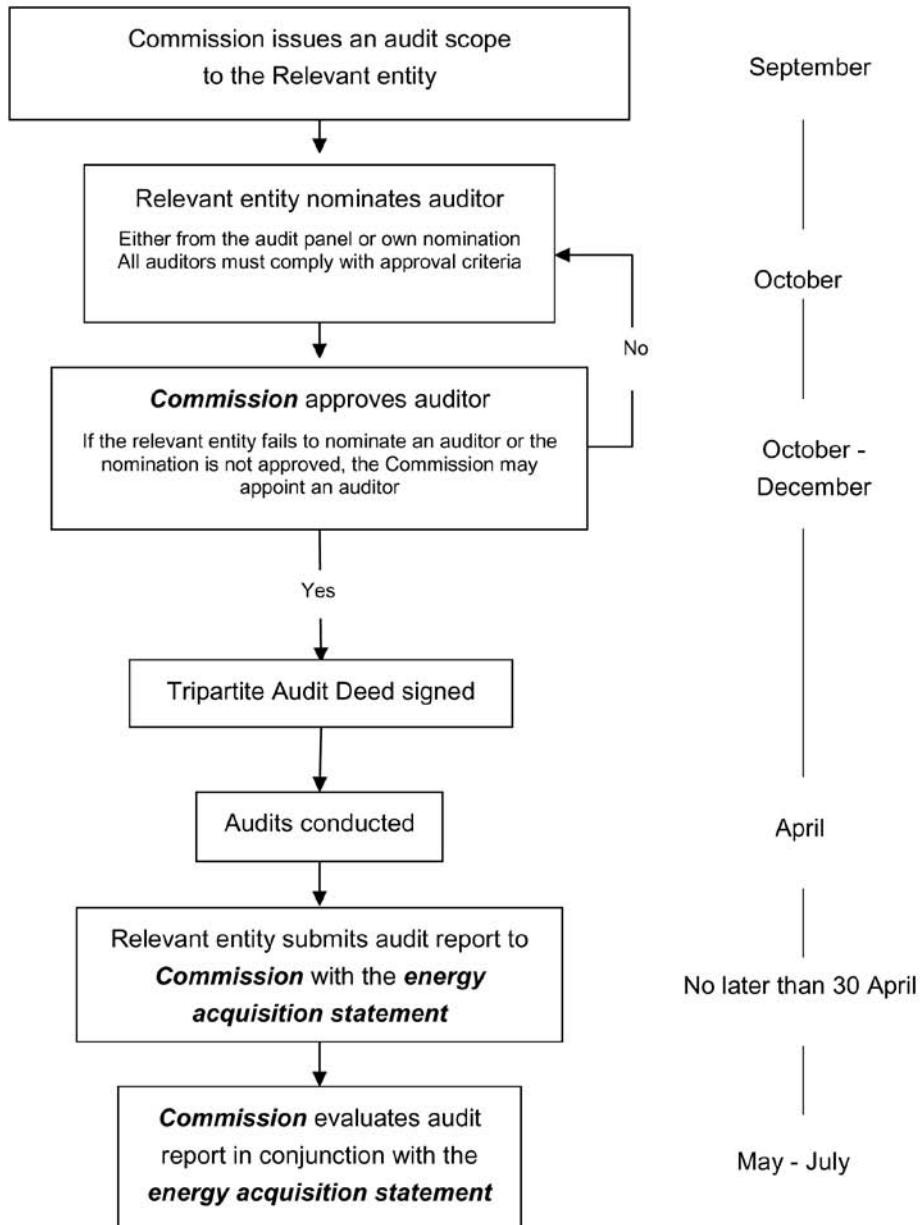
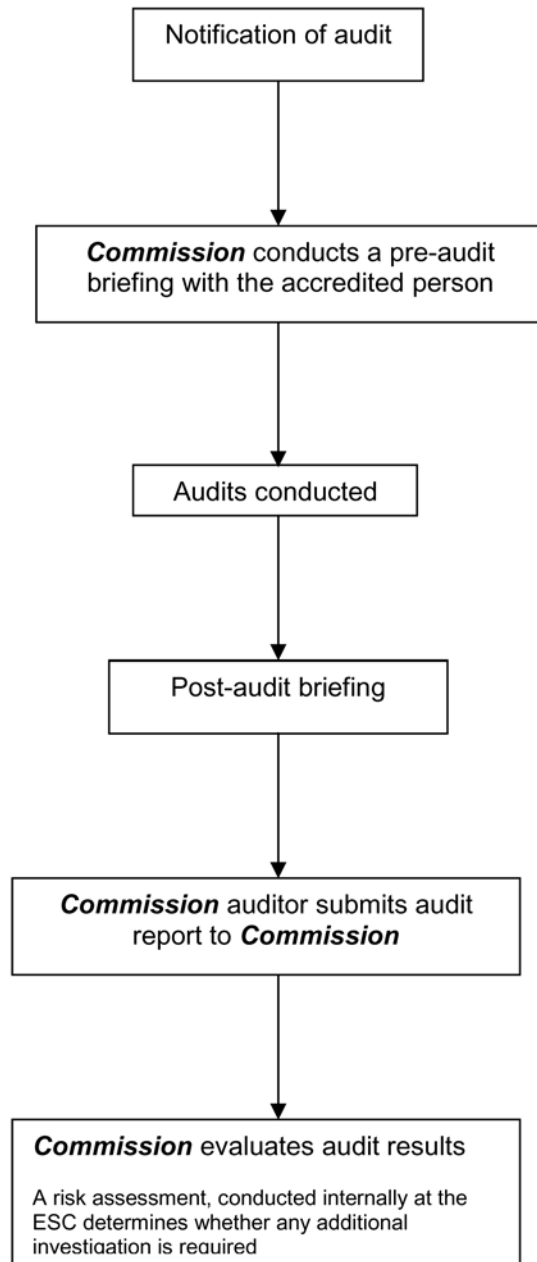


Figure 2 Process of undertaking audit of accredited person



Electricity Industry Act 2000 and Gas Industry Act 2001

AGL SALES PTY LIMITED ABN 88 090 538 337

and

POWERDIRECT PTY LTD ABN 28 067 609 803

Standing Offer Terms for Small Residential and Small Business Customers

IMPORTANT NOTE

Certain amendments have been made to the Electricity Industry Act, the Gas Industry Act and the Energy Retail Code which will have effect from 1 January 2009. In order to give effect to those changes:

- A. AGL now publishes pursuant to section 35 of the Electricity Industry Act and section 42 of the Gas Industry Act its terms and conditions for the sale and Supply of Energy to:
- Customers who have existing Standing Offer Contracts or Deemed Contracts with AGL immediately prior to 1 January 2009;
 - Customers who accept AGL's Standing Offer on or after 1 January 2009; and
 - Customers who are deemed under section 39 of the Electricity Industry Act or section 46 of the Gas Industry Act to have a contract with AGL for the sale and Supply of Energy to a Supply Address after 1 January 2009.
- B. Powerdirect now publishes pursuant to section 35 of the Electricity Industry Act its terms and conditions for the sale and Supply of electricity to:
- Customers who have existing Deemed Contracts with Powerdirect immediately prior to 1 January 2009;
 - Customers who accept Powerdirect's Standing Offer for electricity on or after 1 January 2009; and
 - Customers who are deemed under section 39 of the Electricity Industry Act to have a contract with Powerdirect for the sale and Supply of electricity to a Supply Address after 1 January 2009.

These terms and conditions have been approved by the Essential Services Commission and will be effective from 1 January 2009.

STANDING OFFER TERMS**1. THE PARTIES TO THIS ENERGY CONTRACT**

This Energy Contract is made between:

- 1.1.1 where AGL is the retailer Responsible for your Supply Address:

AGL Sales Pty Limited (ABN 88 090 538 337) of Level 22, 120 Spencer Street, Melbourne;

- 1.1.2 where Powerdirect is the retailer Responsible for the sale of electricity for your Supply Address:

Powerdirect Pty Ltd (ABN 28 067 609 803) of 303 Burwood Highway, Burwood East,

(in this Energy Contract referred to as 'we', 'our' or 'us')

and

- 1.1.3 You, the Customer to whom these Terms are expressed to apply under clause 2.1 (in this Energy Contract referred to as 'you' or 'your').

2. WHEN WILL THESE TERMS APPLY?**2.1 Do these Terms apply to you?**

These Terms will apply to you if:

- 2.1.1 you are a Small Residential Customer or a Small Business Customer and you had a Standing Offer Contract or a Deemed Contract with us for the sale and Supply of Energy for your Supply Address immediately prior to 1 January 2009;
- 2.1.2 you are a Small Residential Customer or a Small Business Customer and you choose to accept our Standing Offer to purchase electricity from us for your Supply Address on or after 1 January 2009;
- 2.1.3 you are a Small Residential Customer or a Small Business Customer and you choose to accept AGL's Standing Offer to purchase gas from AGL for your Supply Address on or after 1 January 2009;
- 2.1.4 you are a Small Residential Customer or a Small Business Customer who is deemed under section 39 of the Electricity Industry Act to have a contract with us for the sale and Supply of electricity to you at your Supply Address on or after 1 January 2009; or
- 2.1.5 you are a Small Residential Customer or a Small Business Customer who is deemed under section 46 of the Gas Industry Act to have a contract with AGL for the sale and Supply of gas to you at your Supply Address on or after 1 January 2009.

2.2 These Terms can apply to both electricity and gas

2.2.1 For the avoidance of doubt, these Terms will apply where you purchase:

- (a) only electricity from AGL or Powerdirect; or
- (b) only gas from AGL; or
- (c) both electricity and gas from AGL,

for your Supply Address in one of the circumstances described in clause 2.1.

2.2.2 However, this Energy Contract is not a 'dual fuel contract' (as that term is defined in the Energy Retail Code) because even though AGL may sell both electricity and gas to you at your Supply Address under this Energy Contract, the Billing Periods for electricity and gas under this Energy Contract are not synchronised.

2.3 What is covered by your Energy Contract?

2.3.1 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.

2.3.2 In return, you are required to pay our charges from time to time and perform your other obligations under this Energy Contract.

2.3.3 Please note that this Energy Contract is not suitable for:

- (a) Supply Addresses that are connected to an embedded network; or
- (b) all types and configurations of electricity Meters (for example, Meters for Solar Photovoltaic (Solar PV) systems) which may be installed at your Supply Address.

Please contact us if you think this Energy Contract may not be suitable for your Supply Address and we will outline the options which are available to you.

2.4 Marketer

2.4.1 We may use the services of a Marketer in relation to your Energy Contract. If we do, that Marketer will receive a fee for those services.

2.5 About the Energy Retail Code

- 2.5.1 The Energy Retail Code applies to this Energy Contract.
- 2.5.2 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 set out in the Energy Retail Code will be deemed to form part of this Energy Contract in its place; or
 - (b) any other Regulatory Requirement, then to the extent permitted by that Regulatory Requirement, the provisions of this Energy Contract will prevail. Otherwise the provision of the Regulatory Requirements will prevail to the extent of that inconsistency.
- 2.5.3 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, then the relevant term or condition of the Energy Retail Code (or the relevant part of that term or condition) dealing with that matter will be incorporated into these Terms.
- 2.5.4 If you require 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 impose a charge to cover the printing and mailing costs for providing more than one copy during any 12 month period. You can also inspect the Energy Retail Code free of charge at the Essential Services Commission website at www.esc.vic.gov.au.
- 2.5.5 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.

2.6 Acceptance

- 2.6.1 If you wish to accept our Standing Offer for your Supply Address simply contact us to advise of your acceptance. We will then record your acceptance in our system.
- 2.6.2 However, please note that in the case of a Deemed Contract you will be treated as having entered into this Energy Contract on the day that you commence to take a Supply of Energy from us at your Supply Address.
- 2.6.3 When your Energy Contract refers to 'acceptance' it means acceptance as described in clause 2.6.1 or deemed acceptance as described in clause 2.6.2.
- 2.6.4 By accepting this Energy Contract, you agree to be bound by these Terms and the Applicable Tariffs.
- 2.6.5 If you already have a contract with us for the sale and Supply of Energy to your Supply Address, this Energy Contract replaces that contract for the relevant Energy type from the Supply Commencement Date onwards.
- 2.6.6 We will send you a letter to confirm that we have received your acceptance of this Energy Contract, unless you have accepted your Energy Contract in person with a marketing representative.

2.7 Definitions and Interpretation

- 2.7.1 The glossary set out in clause 13 of these Terms provides the meanings of certain words used in this Energy Contract and the rules of interpretation applying to this Energy Contract.

3. SUPPLY COMMENCEMENT AND TERM

3.1 When will these Terms begin to apply to you?

- 3.1.1 If you had a Standing Offer Contract or a Deemed Contract with us for your Supply Address immediately prior to 1 January 2009 (i.e. where clause 2.1.1 applies), these Terms will replace the terms and conditions of that Standing Offer Contract or Deemed Contract on and from 1 January 2009.
- 3.1.2 Otherwise, these Terms will commence to apply to you, and your Energy Contract with us in relation to your Supply Address will start:

- (a) where clause 2.1.2 or clause 2.1.3 applies, on the day that you accept our Standing Offer or if you are Transferring to us from another retailer, on the day you give your Consent to that Transfer (whichever happens last); or
- (b) where clause 2.1.4 or 2.1.5 applies, on the day that you commence to take a Supply of Energy from us at your Supply Address.

3.2 Cooling-off Period

- 3.2.1 You may have the right under the **Fair Trading Act 1999** or under clause 3.4 of the Marketing Code to cancel your Energy Contract by giving us a notice to that effect during the Cooling-off Period for your Energy Contract.
- 3.2.2 If you do have that right, we will send to you within 2 Business Days of the date on which your Energy Contract started under clause 3.1, a notice explaining that right to you and setting out all of the other details referred to in the Marketing Code or required by the **Fair Trading Act 1999** to be included in that notice.
- 3.2.3 We will also dispatch to you at the same time, a document setting out your Applicable 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 the Marketing Code.

3.3 Connection to Distribution Systems

- 3.3.1 Your Supply Address must be connected to the Distribution System before we can sell Energy to you at that Supply Address.

3.4 New Connections

- 3.4.1 If you would like to accept our Standing Offer 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.
- 3.4.2 In particular, we will contact your Distributor by no later than the next Business Day after we receive your application for connection or after your Energy Contract starts under clause 3.1 (whichever occurs last) to arrange for the connection of your Supply Address to the relevant Distribution System.
- 3.4.3 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 clause 3.5.3. We will tell you before you accept our Standing Offer if you need to satisfy any pre-conditions.
- 3.4.4 Any charges relating to the connection of your Supply Address to the Distribution System will be passed through to you under clause 6.6.

3.5 New Customers

- 3.5.1 This clause 3.5 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).
- 3.5.2 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 Energy from us at that Supply Address, we may ask you to comply with certain pre-conditions.
- 3.5.3 These could include:
 - (a) the provision by you of Acceptable Identification;
 - (b) the payment of any applicable charges for Excluded Services;

- (c) the installation of new Metering equipment;
 - (d) the completion of any required Transfer process in relation to your Supply Address; and/or
 - (e) the provision of a Refundable Advance.
- 3.5.4 We will tell you before you accept our Standing Offer if you need to satisfy any of the pre-conditions described in clause 3.5.3.
- 3.5.5 Please note that if you are Transferring to us from another retailer:

- (a) when you accept this Energy Contract your Distributor will remain the same and therefore the reliability of Supply for your Supply Address will remain the same; and
- (b) the Transfer will take place at the next scheduled Meter Reading.

However, if that Meter Reading does not occur when expected, and we are legally entitled to Transfer your Supply Address to us based on an estimated Meter Reading, you agree to that Transfer.

Otherwise the Transfer will be delayed until the following scheduled Meter Reading. This is usually for a period of up to three months but occasionally delays longer than this may occur.

3.6 Supply Commencement Date

- 3.6.1 Our obligation to sell you Energy at your Supply Address under this Energy Contract will not commence until the Supply Commencement Date.
- 3.6.2 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.
- 3.6.3 The Supply Commencement Date for a Standing Offer Contract will be the date on which all of the following conditions are satisfied:
- (a) the Cooling-off Period referred to in clause 3.2 has expired;
 - (b) all necessary Transfers have been completed;
 - (c) we become Responsible for your Supply Address;
 - (d) your Supply Address is connected to the relevant Distribution System in accordance with the Regulatory Requirements;
 - (e) the relevant pipe work, cables and appliances are certified as complying with all the necessary Regulatory Requirements, and there is a suitable Meter available for our use, at your Supply Address; and
 - (f) if requested by us, you have provided to our satisfaction:
 - (i) Acceptable Identification, billing details and information concerning the appliances installed at your Supply Address and the anticipated usage of those appliances;
 - (ii) where you are not the owner of the property, the consent of, or contact numbers for, the property owner or agent;
 - (iii) a Refundable Advance; and
 - (iv) payment of, or arrangements to pay, all amounts currently owing by you to us under any other Energy sale and Supply arrangement (other than a debt which is the subject of an unresolved dispute).
- 3.6.4 The Supply Commencement Date for a Deemed Contract will be the day that you commence to take a Supply of Energy from us at your Supply Address.

3.7 Term of Supply

- 3.7.1 We will Supply you with Energy for your Supply Address from each relevant Supply Commencement Date for the Term of your Energy Contract.
- 3.7.2 Please note that there may be separate periods of Supply in relation to gas and electricity because the Supply Commencement Date may be different.
- 3.7.3 Your Energy Contract has no set term and therefore will continue until terminated.

4. TERMINATION

4.1 How can your Energy Contract be brought to an end?

Subject to clause 4.3, your Energy Contract can be brought to an end in one of the following ways:

- 4.1.1 if you have a Standing Offer Contract, by you giving to us 28 days notice that you wish to stop purchasing Energy from us for your Supply Address;
- 4.1.2 if you have a Deemed Contract, by you entering into a new contract with another retailer for the sale and Supply of Energy to you for your Supply Address;
- 4.1.3 if you have a Deemed Contract under section 39 of the Electricity Industry Act and/or section 46 of the Gas Industry Act for the sale and Supply of Energy 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 and/or section 46(5)(b) of the Gas Industry Act;
- 4.1.4 by entering into a new contract with us for the sale and Supply of Energy to you at your Supply Address;
- 4.1.5 when under clause 4.8 you cease to be responsible to pay for Energy consumed at your Supply Address;
- 4.1.6 if you are in breach of your Energy Contract by notice to you but only if:
 - (i) we have the right under clause 5 to disconnect your Supply Address; and
 - (ii) we have first complied with the disconnection and other procedures set out in clause 5; and
 - (iii) you no longer have the right under clause 5.4 to have your Supply Address reconnected; or
- 4.1.7 when you Transfer to another retailer in respect of your Supply Address, whichever occurs first.

The ending of your Energy Contract will not affect any rights or obligations which may have accrued under your Energy Contract prior to that time.

4.2 We will notify you before the expiry of any Fixed Term Contract

- 4.2.1 If your Energy Contract is a Fixed Term Contract, at least one month, but no more than two months, before the expiry of the Term of your Energy Contract, we will:
 - (a) notify you that the Term of your Energy Contract is about to expire, and the date of that expiry;
 - (b) notify you of the charges, terms and conditions that will apply to you if you do not exercise another other option once the Term of your Energy Contract has expired; and
 - (c) notify you of your other options once the Term of your Energy Contract has expired, including the options to:
 - (i) accept our or another retailer's standing offer;
 - (ii) enter into a market contract offered to you by us or another retailer; or
 - (iii) request disconnection.

- 4.2.2 If you do not exercise any of the options set out in clause 4.2.1 before the expiry of the Term, then from the expiry of the Term the charges, terms and conditions set out in the notice will be deemed to form part of your Energy Contract with us for your Supply Address.

4.3 Your Energy Contract will not end until certain conditions are satisfied

Despite clause 4.1, the termination of your Energy Contract will not be effective until:

- 4.3.1 if your Energy Contract has ended because you have entered into a new contract with us for the sale and Supply of the relevant type of Energy to your Supply Address, the expiry of any Cooling-off Period in relation to that new contract;
- 4.3.2 if your Energy Contract has ended because you want to Transfer to another retailer in relation to the sale and Supply of the relevant type of Energy for your Supply Address, your new retailer becomes Responsible for the sale and Supply of that Energy type to that Supply Address; or
- 4.3.3 if your Energy Contract has ended because your Supply Address has been disconnected, when you no longer have the right under clause 5.4 to have that Supply Address reconnected;

whichever occurs last.

4.4 Consequences of Termination

- 4.4.1 If your Energy Contract is for the sale of both gas and electricity, and is terminated in respect of one Energy type (that is, gas or electricity) but not the other Energy type, your Energy Contract will continue in respect of the other Energy type.
- 4.4.2 You are responsible for paying for all Energy consumed at your Supply Address at the Applicable Tariffs for your Energy Contract until your Energy Contract is terminated. Termination will not affect your or our obligation to pay any amount due at the date of termination, or any accrued rights or remedies that we or you may have under your Energy Contract.

4.5 New Energy purchase arrangement with us

- 4.5.1 Subject to the terms and conditions of your Energy Contract, if you enter into another contract with us for the sale of Energy to you for your Supply Address, this Energy Contract will end when that other contract begins (i.e. once any relevant Cooling-off Period has expired and all other relevant pre-conditions have been satisfied).

4.6 Request for disconnection

- 4.6.1 If you request that your Supply Address be disconnected:
- (a) we will disconnect or request that your Distributor disconnects your Supply Address as soon as practicable; and
 - (b) unless otherwise agreed, your Energy Contract will terminate on the date of that disconnection.

4.7 Transfer to another retailer

- 4.7.1 You (or your new retailer on your behalf) must give us written notice of your intention to Transfer to another retailer.
- 4.7.2 This must include the earliest date on which you wish to Transfer (which must be at least 28 days after the date of your notice).
- 4.7.3 Your Transfer to another retailer (in accordance with the Regulatory Requirements) may take up to 60 days for gas and 90 days for electricity.
- 4.7.4 Please note that if the Meter Reading is not completed at the next scheduled Meter Reading date, this Transfer may take longer.
- 4.7.5 In some cases you may request a special Meter Reading (i.e. a Meter Reading outside of your scheduled Meter Reading cycle). If you request a special Meter Reading you agree to pay us the Special Meter Reading Fee in advance.

4.8 Vacating your Supply Address

- 4.8.1 Subject to clause 4.8.3, you must give us at least 28 days prior written notice if you intend to vacate your Supply Address (including the proposed vacation date and a forwarding address to which a final bill may be sent). If you fail to give us this notice, you must notify us that you intend to vacate your Supply Address, or that you have vacated your Supply Address, before you vacate or as soon as possible after you have vacated that Supply Address (including the vacation date and a forwarding address to which a final bill may be sent).
- 4.8.2 Subject to clause 4.8.3, you must pay us for all Energy consumed at your Supply Address until the later of:
- (a) 3 Business Days after the date on which you give us notice under clause 4.8.1; or
 - (b) the date on which you vacate that Supply Address.
- 4.8.3 Your Energy Contract will terminate earlier than the date provided for in clause 4.8.2 in the following circumstances:
- (a) if you can show us that you were evicted or otherwise forced to vacate your Supply Address, your Energy Contract will be terminated on the date you give us the notice referred to in clause 4.8.1;
 - (b) if we enter into a contract with another Customer for the sale and Supply of Energy for that Supply Address, your Energy Contract will terminate when the obligation to pay for Energy sold under that new contract commences;
 - (c) if another retailer becomes Responsible for your Supply Address, your Energy Contract will terminate when the new retailer assumes that responsibility; and
 - (d) if your Supply Address is disconnected after you have vacated, your Energy Contract will terminate on disconnection.
- 4.8.4 If you give notice of your intention to vacate your Supply Address under clause 4.8.1, we will:
- (a) use our Best Endeavours to ensure that your Meter is read or Metering Data obtained at your Supply Address on a date and time agreed by you, or as soon as possible after that date if you do not provide access to your Meter on that date and time; and
 - (b) prepare and send you at the forwarding address you provide, a final bill based on the Meter Reading or Metering Data.

4.9 Termination for breach

- 4.9.1 If you breach your Energy Contract, we may terminate your Energy Contract once one of the following occurs:
- (a) your Supply Address has been disconnected (and you do not have a right under clause 5.4 to have your Supply Address reconnected);
 - (b) you have entered into a new contract with us or another retailer for the sale and Supply of Energy for your Supply Address; or
 - (c) another retailer has become Responsible for your Supply Address.

4.10 Ceasing to be a Small Residential Customer or a Small Business Customer

- 4.10.1 If you become aware that the consumption of Energy at your Supply Address has exceeded or will exceed the threshold for a Small Residential Customer or Small Business Customer (whichever is applicable), you must notify us within two Business Days.
- 4.10.2 If you notify us under clause 4.10.1, or if we otherwise become aware that your consumption of Energy at your Supply Address has exceeded the threshold for a Small Residential Customer or Small Business Customer, we may terminate this Energy Contract by giving you 28 days written notice.

5. DISCONNECTION

5.1 When can we request your Distributor to disconnect your Supply Address for non-payment?

We can request your Distributor to disconnect your Supply Address if:

- 5.1.1 you have failed to pay a bill in relation to that Supply Address by the relevant pay-by date for that bill;
- 5.1.2 the Energy Retail Code does not state that we cannot arrange for the disconnection of your Supply Address in those circumstances; and
- 5.1.3 we have first complied with all other steps which we are required to comply with under the Energy Retail Code before requesting disconnection of your Supply Address.

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.

5.2 In what other circumstances can we request your Distributor to disconnect your Supply Address?

Unless the Energy Retail Code states that we cannot request your Distributor to disconnect your Supply Address, we may also request your Distributor to disconnect your Supply Address:

- 5.2.1 if you request us to;
- 5.2.2 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 9.4) 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);
- 5.2.3 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
- 5.2.4 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 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.

5.3 Disconnection Fee

- 5.3.1 Where we have arranged for the disconnection of your Supply Address we may charge you a Disconnection Fee.

5.4 Reconnection after Disconnection

- 5.4.1 Where disconnection of Supply to your Supply Address in accordance with clauses 5.1 or 5.2 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.

5.4.2 Following receipt of your request, and subject to you:

- (a) paying to us the applicable Reconnection Fee for that reconnection; and
 - (b) complying with any relevant requirements of the Regulatory Requirements,
- 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 current time periods under the Energy Retail Code are:

- (c) if you request us before 3 pm on a Business Day to reconnect your Supply Address, we will reconnect your Supply Address that day; or
- (d) if you request us after 3 pm 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 9 pm 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.

5.4.3 If we (or your Distributor or any of our or your Distributor's respective contractors or agents) have been called out to disconnect your Supply Address for any of the reasons set out in clause 5.1 or 5.2 and the reason is rectified before we disconnect your Supply Address, then we may charge you a Call-Out Fee.

5.5 Exercise of discretion

5.5.1 Where we have the right to disconnect your Supply Address, we may at our discretion elect not to do so based on:

- (a) the nature of the grounds under which our right to disconnect arise, including whether these grounds were beyond your reasonable control or were accidental but not negligent;
- (b) any factors arising from your history with us, including your conduct under your Energy Contract and any previous contract with us for the sale and Supply of Energy;
- (c) our evaluation of the likelihood that you will fulfil your obligations under your Energy Contract in the future; and
- (d) the consistent application of AGL's policies applying to similar Customers in similar circumstances (including departing from these policies in relevantly different circumstances).

5.5.2 The exercise of our discretion not to disconnect your Supply Address is not a waiver of our right to do so, and we may decide to disconnect your Supply Address according to your Energy Contract at any time until the grounds for disconnection are rectified.

6. CHARGES AND VARIATIONS

6.1 What are our Tariffs?

6.1.1 Our Tariffs are published in the Government Gazette under section 35 of the Electricity Industry Act and section 42 of the Gas Industry Act. If you ask us, we will provide you with a copy of our Tariffs applying at the time that you ask.

6.1.2 Our Tariffs (and various other charges which might apply to you from time to time under this Energy Contract) will also be described and listed in our latest Price List. Our latest Price List can be found on our website www.agl.com.au.

If you ask us we will also provide you with a copy of our Price List applying at the time that you ask.

6.2 Which Tariff and other charges apply to you?

- 6.2.1 Our Price List describes each category of Tariff and explains the conditions that need to be satisfied for each category before it can apply to you.
- 6.2.2 We will assign you to the category of Tariff which we believe is the most appropriate to your circumstances given the information that we have at that time. We will notify you of that category of Tariff in your next bill. This will be your Applicable Tariff until you are transferred to a different Tariff in accordance with this clause 6.
- 6.2.3 If at any time you can demonstrate to us that you satisfy the conditions applying to another category of Tariff, you may apply to transfer to that alternative category of Tariff.
- 6.2.4 Where you transfer from one category of Tariff to another and that transfer requires a change to the Meter at your Supply Address, the effective date of that transfer (for billing and other purposes) will be the date on which the new Meter becomes operational.
- 6.2.5 Our Price List also sets out:
- (a) the various categories of other fees and charges which might apply to you and/or your Supply Address;
 - (b) the circumstances in which those fees and charges can apply; and
 - (c) the manner in which those fees and charges will be calculated.

6.3 Changes to our Tariffs and other charges

- 6.3.1 We can vary our Tariffs and/or the categories or rates of our Tariffs, no more than once every six months by notice published in the Government Gazette and in a newspaper circulating generally throughout Victoria. If we are required by a Regulatory Requirement to follow a specific process before varying our Tariffs we will comply with that process.
- 6.3.2 Any variation to our Tariffs will take effect from the date specified in the notice published in the Government Gazette.
- 6.3.3 We will notify you of any changes to your Applicable Tariff as soon as practicable after notice of that variation is published in the Government Gazette and, in any event, with your next bill.
- 6.3.4 We can also vary the fees and charges listed in our Price List (other than our Tariffs) at any time. Any variation to the fees and charges listed in our Price List (other than our Tariffs) will take effect from the date being one month after that variation is first published on our website www.agl.com.au.
- 6.3.5 We will notify you that we have published a new Price List setting out any varied fees and charges on our website as soon as practicable and in any event with your next bill.

6.4 Change in circumstances

- 6.4.1 In some cases, the continued application of a category of 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 Tariff; and
 - (b) we may require you to transfer to another category of Tariff as a result of that change.
- 6.4.2 If you fail to inform us of such a change, we may transfer you to another category of 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

6.5.1 If your Applicable Tariff changes during a Billing Period (such as where you change to an alternative category of Tariff or where the rate of your current category of Tariff changes) we will calculate the amount payable by you for Energy Supplied during that Billing Period 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 Period,

and clearly show the relevant details in your bill.

6.6 Pass through of Distributor's charges

6.6.1 Your Distributor sets the prices payable for Excluded Services provided to you in respect of your Supply Address. We will pass through to you at cost your Distributor's charges for any Excluded Services provided in respect of your Supply Address.

6.6.2 We will also pass through to you at cost any other charges that your Distributor may make or levy upon us from time to time which relate to your Supply Address or the Supply of Energy to your Supply Address.

6.6.3 These charges will be shown as a separate item in your bill.

6.7 Additional Retail Charges and Agreed Damages Amount

6.7.1 The amount of each Additional Retail Charge and each Agreed Damages Amount will either be:

- (a) specified in the Price List (together with an explanation as to when that charge or amount will apply); or
- (b) if no charge or amount is specified in Price List:
 - (i) in the case of an Additional Retail Charge, the charge which is reasonably determined by us at that time after taking into account the costs incurred by us in relation to providing the service the subject of that Additional Retail Charge; or
 - (ii) in the case of an Agreed Damages Amount, the amount which is reasonably determined by us at that time represents the costs incurred by us as a result of the relevant breach by the Customer.

6.7.2 For the avoidance of doubt, if a cost of the type referred to in clause 6.7.1 (or a portion of that cost) is being pass through to you under clause 6.6, we will not take that cost or the relevant portion of that cost into account when determining any Additional Retail Charge or Agreed Damages Amount under clause 6.7.1.

7. BILLING AND PAYMENTS**7.1 Format and timing of bills**

7.1.1 We will issue a bill to the address or e-mail address nominated by you or a person authorised to act on your behalf.

7.1.2 We will bill you:

- (a) for electricity, at least once every three months; and/ or
- (b) for gas, at least once every two months.

Unless one of the following paragraphs applies, this will be your Billing Period.

7.1.3 You can agree with us to have a Billing Period with a regular recurrent period which is less than the relevant period under clause 7.1.2. 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 Period available.

- 7.1.4 You can also agree with us to change your Billing Period 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.
- 7.1.5 Our agreement to change your Billing Period will not terminate your current Energy Contract.
- 7.1.6 If your Energy Contract is for both gas and electricity, you will receive separate gas and electricity bills.
- 7.1.7 Each bill will identify the charges for Energy and will set out all other information required by Regulatory Requirements.
- 7.1.8 If we provide goods or services in addition to the sale and Supply of Energy, those items may be billed separately or as separate items on the bill. We will apply payments for those goods or services as you direct. If you do not direct how to apply payment, we will apply payment to charges related to the sale and Supply of Energy first and then to the additional goods or services.

7.2 Calculation of bills

- 7.2.1 Your bill will be based on:
 - (a) the amount of Energy identified by us or your Distributor as having been delivered to your Supply Address during the applicable Billing Period;
 - (b) the amount payable for any other services (such as Excluded Services) supplied to you under your Energy Contract during the applicable Billing Period; and
 - (c) the balance of any amount payable under clause 6.6 or 6.7 in respect of the applicable Billing Period.
- 7.2.2 Subject to the Energy Retail Code, the amount of Energy will be derived from consecutive Meter Readings. Where Meter Readings are unavailable, it will be derived from estimates determined in accordance with Regulatory Requirements. We will use our Best Endeavours to ensure that your Meter is read at least once in any 12 month period.
- 7.2.3 If we obtain a Meter Reading after we have used an estimate to identify the amount of Energy that has been delivered to your Supply Address, we will make any appropriate adjustment to your next bill.
- 7.2.4 If you consumed Energy from us at another supply address and you vacated that supply address, we may include the amount payable for Energy consumed at the vacated supply address in our bill for Energy consumed at your Supply Address.

7.3 Further information

- 7.3.1 If you would like further information concerning a bill (such as information concerning the different fees and charges which make up the amount payable) please contact us.

7.4 Review of bills

- 7.4.1 We will review your bill at your request, provided that you agree to pay the lower of:
 - (a) the portion of the bill that you and we agree is not in dispute; or
 - (b) an amount equal to your average bill amount in the previous 12 months.
- 7.4.2 Our review of your bill will be in accordance with our Complaints and Dispute Resolution Process outlined in clause 11.
- 7.4.3 If our review shows the bill to be correct, you must pay the amount of the bill in full or request a Meter test under clause 7.5. If our review shows the bill to be incorrect, clause 7.7 will apply.

7.5 Meter testing

- 7.5.1 If after the completion of the bill review process you require your Meter to be tested, we will refer you to the Distributor or Meter testing authority that will test the Meter at a charge for their services. You must pay us in advance the Meter Inspection Fee or Meter Testing Fee as applicable. We will give you a copy of the results of the test if the testing authority does not do so.
- 7.5.2 If the Meter is accurate, you will be responsible for paying the Meter Inspection Fee or Meter Testing Fee and the full amount of your bill.
- 7.5.3 If the Meter is defective and favours you by more than the amount allowable in the Metering Standards, you must pay the difference between the metered consumption and the calculated actual consumption, and we will reimburse any fee you are charged pursuant to clause 7.5.1.
- 7.5.4 If the Meter is defective and favours us by more than the amount allowable in the Metering Standards, we will reimburse the difference (if the account has been paid) between the metered consumption and the calculated actual consumption, and we will reimburse any fee you are charged pursuant to clause 7.5.1.

7.6 Bill adjustment

- 7.6.1 If your bill covers a period other than your usual Billing Period, we will adjust any service charge and any Energy usage calculation on a pro-rata basis.

7.7 If there is an error in a bill

- 7.7.1 If there are errors in your bill or if we are informed of errors in the amount of Energy delivered to your Supply Address, we will refund any amount overcharged or charge you the amount that you were undercharged on the next bill, subject to the remaining clauses of this clause 7.7.
- 7.7.2 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.
 - (d) You can elect to pay that amount over the same period of time as it took to accumulate that amount.
- 7.7.3 If we have undercharged you as a result of:
- (a) your unlawful act; or
 - (b) your failure to provide safe, convenient and unhindered access to your Supply Address and Meter, as required both by this Energy Contract and by the Energy Retail Code,
- we may:
- (c) estimate your Energy usage for which you have not paid; and
 - (d) bill you or take debt recovery action for the amount you have not paid.

7.7.4 If you were overcharged, and the amount of the overcharging exceeds the relevant limit prescribed by the Regulatory Requirements we will:

- (a) inform you of the overcharging within 10 Business Days of our becoming aware of the error; and
- (b) if you have already paid the overcharged amount, seek your instructions as to how you wish us to refund the amount of the overcharge, or credit the amount on your next bill if you do not give us other instructions.

If the amount of the overcharging is less than the relevant limit prescribed by the Regulatory Requirements, we will credit the amount of the overcharging to the next bill issued to you after we become aware of the overcharging.

7.7.5 We are not obliged to pay you interest for any overcharging.

7.8 Payments

7.8.1 You are required to pay your bill by the date specified in the bill as the pay-by date. The pay-by date will be not less than 12 Business Days from the date the bill is posted.

7.8.2 During the Term of your Energy Contract, the available methods for paying each bill will be cash, direct debit or BPay[®], or any other mandatory method of payment referred to in the Energy Retail Code.

7.8.3 If:

- (a) you pay by cheque, direct debit or credit card; and
- (b) the payment is dishonoured or reversed by your bank; and
- (c) if you are a Small Residential Customer, the payment is dishonoured or reversed by your bank due to your fault,

you must pay us the Dishonoured Payment Fee.

7.8.4 If you are a Small Business Customer pay a bill using a payment method that results in us incurring a merchant services fee (including payment by credit card) we may charge you a payment processing charge to recover the amount of the merchant services fee.

7.8.5 Discounts for eligible concession cards apply under your Energy Contract. On request, we will provide free of charge information on any concessions, rebates or grants that are available and their eligibility requirements.

7.9 If you have trouble paying

7.9.1 You must notify us if you are experiencing difficulty in paying your bill or if you require payment assistance.

7.9.2 If you are a Small Residential Customer and you notify us or we believe that you are experiencing difficulty in paying your bill or that you require financial assistance, we will provide:

- (a) the option of negotiating an instalment plan (provided you are eligible for this);
- (b) information about, and referral to, government assistance programs such as the Utility Relief Grant Scheme where available; and
- (c) information about independent financial counselling services

and we will consider conducting an Energy efficiency field audit to address the difficulties you may have in paying bills.

7.9.3 If you are a Small Residential Customer, we will not commence legal proceedings for debt recovery until we have complied with the requirements set out in clause 7.9.2 or while you continue to make payments under a payment arrangement agreed with us.

7.9.4 In addition to our other obligations under this Energy Contract, if you are a Small Residential Customer, we will not disconnect your Supply Address for non-payment if your failure to pay arises through lack of sufficient income. This applies unless we have complied with the requirements of clauses 7.9.2 and 7.10 and the other requirements of the Energy Retail Code, including using our Best Endeavours to contact you in person or by telephone, and you have not accepted an instalment plan within five Business Days of our offer.

7.10 Instalment plans

7.10.1 If you are a Small Residential Customer and you request one, or if we reasonably believe that you are having difficulty paying your bills, we will offer you the option of paying on an instalment plan, unless you have had an instalment plan cancelled in the previous 12 months due to non-payment and you do not provide reasonable assurance that you will comply with an instalment plan.

7.10.2 In offering an instalment plan we may, in consultation with you, develop and agree to an individual instalment plan, taking into account your circumstances, including your Energy usage and capacity to pay the full amount.

7.10.3 Any instalment plan we offer you will:

- (a) specify the period of the plan, the amount and number of instalments, and how the amount is calculated;
- (b) specify the amount of the instalments that will pay your arrears;
- (c) specify your estimated consumption during the period of the plan; and
- (d) provide for re-balancing where you are significantly in credit or debt at the end of the plan.

7.10.4 If you are a Small Business Customer, we will consider any reasonable request that you make for an instalment plan. If we and you agree to enter into an instalment plan, we may impose an Additional Retail Charge in consideration of our agreement to enter into that plan.

7.11 Direct debit

7.11.1 If we offer you the option of payment directly from your bank account, we will do so on terms consistent with the Code of Banking Practice, the Electronic Funds Transfer Code of Conduct in force and as amended from time to time and the Energy Retail Code. We will not alter the amount (which may include the full bill or an agreed instalment) and the frequency of the direct debits without your Consent.

7.12 Shortened Collection Cycle

7.12.1 We may place you on a shortened collection cycle in the circumstances set out in the Energy Retail Code.

7.13 Refundable Advances

7.13.1 If you are a Small Business Customer, we may ask you to provide a Refundable Advance in the circumstances permitted by the Energy Retail Code.

7.13.2 If you are a Small Residential Customer, subject to all applicable Regulatory Requirements, we may require you to provide a Refundable Advance before connection or reconnection of Supply of Energy. However:

- (a) the Refundable Advance:
 - (i) will be limited to the amount permitted by the Energy Retail Code at that time; and
 - (ii) will only be required if you still owe a gas or electricity retailer more than the prescribed amount; if you have used gas or electricity otherwise than in accordance with Regulatory Requirements in the past two years; if you are a new Customer and have refused to provide Acceptable Identification; or if we decide you have an unsatisfactory credit rating and you have refused an instalment plan.

- 7.13.3 We will pay interest on your Refundable Advance at the Bank Bill Rate, accruing daily and capitalised every 90 days until repaid.
- 7.13.4 We may use the Refundable Advance and accrued interest to offset any amount owed by you to us if you are disconnected for failure to pay and no longer have a right to be reconnected, or if you vacate your Supply Address, request disconnection or Transfer to another retailer.
- 7.13.5 If we use a Refundable Advance, we will provide you with an account of its use and will repay any balance to you within 10 Business Days. We will also repay the Refundable Advance and interest within 10 Business Days of your completing one year's payment (in the case of Small Residential Customers) or two years' payment (in the case of Small Business Customers) of bills by the pay-by date or on ceasing to take Supply at your Supply Address.

7.14 Interest on overdue payments

- 7.14.1 We will only charge you interest:
- (a) if the Regulatory Requirements allow us to; and
 - (b) in accordance with any limitations and restrictions imposed by the Regulatory Requirements.
- 7.14.2 Subject to clause 7.14.1, we may charge you interest on any amounts owing that:
- (a) are not paid by the pay-by date; and
 - (b) we have not agreed to defer, including through an instalment plan.
- 7.14.3 Any interest charged will accrue daily until the overdue amount is paid in full and will be charged at the lower of:
- (a) the Bank Bill Rate; and
 - (b) any maximum rate prescribed by Regulatory Requirements.

7.15 Debt collection procedures

- 7.15.1 If you are a Small Residential Customer and you do not pay any bill by the pay-by date, we will not take any legal proceedings against you (including referring the non payment to a mercantile agent or debt collection agency) unless we have complied with the procedures set out in clause 7.9.2 and 7.10.
- 7.15.2 If we do refer your non payment to a mercantile agent or debt collection agency:
- (a) we will comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission concerning section 60 of the *Trade Practices Act 1974*;
 - (b) we may charge you a Debt Collection Fee; and
 - (c) without limiting clause 8.2, we may also disclose information relating to your credit to a credit reporting agency or to other credit providers.

8 INFORMATION, PRIVACY AND COMMUNICATION

8.1 Information we require from you

- 8.1.1 Without limiting the other clauses of this Energy Contract, you must advise us promptly if there is any change in:
- (a) responsibility for paying your account;
 - (b) your contact details;
 - (c) the major purpose of using Energy at your Supply Address;
 - (d) access to the Meter; or
 - (e) the internal gas pipes, electrical wires or appliances which may affect the quality or safety of the Energy supplied under your Energy Contract.

8.1.2 You also authorise:

- (a) us to request from your Distributor(s) your Energy usage data for the 12 months preceding your last Meter Reading; and
- (b) your Distributor(s) to release to us your Energy usage data for the 12 months preceding your last Meter Reading.

8.2 How we use and disclose Personal Information about you

8.2.1 We are committed to protecting your privacy and handling all Personal Information in accordance with the **Privacy Act 1988** (Cth) and all other applicable Regulatory Requirements and laws.

8.2.2 In particular, we will comply with any conditions of our retail licence and with our own Privacy Policy concerning the use or disclosure of Personal Information about you.

8.2.3 We need to collect Personal Information under this Energy Plan in order to sell Energy to you, to administer this Energy Contract and, if necessary, to Transfer your Supply Address to us from another retailer. You authorise us to use and disclose Personal Information for these purposes.

8.2.4 You also authorise us to exchange Personal Information about you with any company in the AGL Group, our agents, contractors, franchisees, and other organisations (such as distributors or organisations that process and distribute our contracts and bills) and for them to use Personal Information exchanged in this way for the purposes outlined above.

8.2.5 These acknowledgments are made for the purposes of the Privacy Act. They do not constitute an acknowledgment relevant to the application of the Consumer Credit (Victoria) Code.

8.2.5 You also authorise us to seek from, or give to:

- (a) credit reporting agencies;
- (b) other credit providers;
- (c) the Distributor or another retailer; or
- (d) our agents, contractors and franchisees,

such information about your credit worthiness, credit standing, credit history or credit capacity as credit providers are allowed to give or receive from each other or credit reporting agencies under the Privacy Act and other applicable Regulatory Requirements. This may include information that is needed by us to assess your application for credit or your credit worthiness, to notify other credit providers of a default by you, to monitor your credit arrangements with other credit providers and to collect any overdue payment.

8.2.6 In particular, you authorise us to seek a consumer credit report about you from a credit reporting agency to assess your application for consumer credit or to administer or manage your account (including the collection of overdue payments), or both. For this purpose, you agree that we may also provide a credit reporting agency with Personal Information about you (including information about any overdue payments owed by you) for which collection has commenced, cheques drawn that have been dishonoured more than once and details about when credit provided has been paid or discharged.

8.2.7 Your Energy Contract constitutes a contract for consumer credit. We may give credit information to a credit reporting agency for the purpose of obtaining a consumer credit report about you and/or allowing the credit reporting agency to create or maintain a credit information file containing information about you. This information may be given before, during or after the provision of credit to you. This information is limited to: your name and address; the fact that you have applied for credit under

your Energy Contract; the fact that we provide credit to you; the existence of any loan repayments which are overdue by more than 60 days and for which debt collection action has started; information that, in our opinion, you have committed a serious credit infringement; or information about cheques drawn by you for \$100 or more which have been dishonoured more than once.

8.3 Access to information

8.3.1 We will provide you with access to Personal Information we hold about you on your request, unless we are permitted to or required by any Regulatory Requirements (including the Privacy Act) to refuse such access. If you wish to seek access to any of the Personal Information we hold about you, please contact us on 131 245. To find out more about AGL's Privacy Policy please visit www.agl.com.au.

8.3.2 Without limiting your rights under this clause, on request we will provide you with:

- (a) historical billing data for your Supply Address if available;
- (b) information about efficient Energy consumption; and
- (c) information on any concessions, rebates or grants that may be available and your eligibility requirements.

8.3.3 We will use our Best Endeavours to provide you with the historical billing data within 10 Business Days of your request.

8.3.4 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.

8.4 Means of communication

8.4.1 Except where a particular method of communication is specified in your Energy Contract or any Regulatory Requirement:

- (a) any communication between us and you under your Energy Contract may be in writing, by telephone or by electronic means such as e-mail to an agreed address; and
- (b) any communication under your Energy Contract required to be in writing may be delivered by facsimile or any other electronic means capable of generating a delivery confirmation report.

8.5 Information we will provide to you

8.5.1 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.

8.5.2 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 Energy Contract commences.

8.5.3 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.

8.5.4 You can also inspect our Customer Charter free of charge at our website at www.agl.com.au

9 YOUR OBLIGATIONS IN USING ENERGY

9.1 General obligations

9.1.1 You must comply at your own cost with the requirements of any relevant Regulatory Requirements 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.

9.1.2 When requested, you must provide all reasonable assistance and co-operation to enable us to comply with the requirements of the Regulatory Requirements which are expressed to apply to us.

9.2 Unauthorised access

9.2.1 If you obtain Energy from us otherwise than in accordance with the Regulatory Requirements, we may take action to disconnect Supply, estimate the usage for which you have not paid and take debt recovery action for the unpaid amount and any disconnection and reasonable legal costs.

9.2.2 If your actions result in damage to our (or the Distributor's) equipment, we (or the Distributor) may recover from you the costs of repair or replacement of that equipment together with reasonable investigation and legal costs and costs of disconnection.

9.3 Access to Supply Address

9.3.1 You must give us, our agents and the Distributor(s) safe, convenient and unhindered access to your Supply Address for the following purposes:

- (a) to read or test the Meter;
- (b) to connect or disconnect Supply;
- (c) to inspect or test gas or electrical installations as appropriate; or
- (d) to inspect, repair, test or maintain the Distribution System.

9.4 If you are not the owner of your Supply Address

9.4.1 If you are not the owner of your Supply Address, you might not be able to fulfil some of your obligations under your Energy Contract. Therefore, we may require you to request that the owner fulfil those obligations on your behalf.

10 OUR RESPONSIBILITIES IN SUPPLYING ENERGY

10.1 Force Majeure Event

10.1.1 If a Force Majeure Event results in either party being in breach of your Energy Contract, the obligations of the affected party will be suspended for the duration of the Force Majeure Event, except any obligations to pay money.

10.1.2 The party affected by the Force Majeure Event must use its Best Endeavours to give the other party prompt notice and full details about the Force Majeure Event. They must also give an estimate of its likely duration, the obligations affected by it, the extent it affects those obligations and steps taken to minimise, overcome or remove those affects.

10.1.3 For the purposes of clause 10.1.2, and only if the Force Majeure event is widespread, our requirement to give you prompt notice is satisfied if we make the necessary information available by way of providing a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event, or otherwise as soon as practicable.

10.1.4 The party affected by the Force Majeure Event must use its Best Endeavours to minimise, overcome or remove the Force Majeure Event as quickly as practicable. However, this does not require either of us to settle any industrial dispute.

10.2 Supply standards and interruptions

10.2.1 As your retailer we do not control or operate the Distribution System which supplies Energy to your Supply Address. We also cannot control the quality, frequency and continuity of Supply of the Energy that we sell to you at your Supply Address.

10.2.2 Your Distributor may interrupt or reduce Supply for maintenance or repair, for installation of a new connection, in an Emergency, for health and safety reasons, due to any circumstances beyond our reasonable control or where otherwise permitted under the Regulatory Requirements or any deemed distribution contract under section 40A of the Electricity Industry Act or section 48 of the Gas Industry Act between you and your Distributor for your Supply Address. In this case we will provide a 24 hour telephone number so you can obtain details of the interruption and its expected duration.

11 COMPLAINTS AND DISPUTE RESOLUTION**11.1 Your right to review**

11.1.1 You may make a complaint to us about any decision we have made in relation to our Supply of Energy to your Supply Address.

11.2 Complaints handling and dispute resolution procedure

11.2.1 When we receive a complaint from you, we will deal with your complaint and try to resolve it as quickly as possible in accordance with our Complaints Handling and Dispute Resolution Procedure, which complies with Australian Standard 10002 and is outlined below.

11.3 Telephone complaint

11.3.1 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 our Supply of Energy to your Supply Address.

11.3.2 We will try to resolve your complaint through informal negotiations over the telephone.

11.4 Written complaint

11.4.1 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.

11.4.2 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.

11.5 Referral to higher level

11.5.1 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.

11.6 Referral of complaint to the Ombudsman

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

11.7 Detailed review process available

11.7.1 Please contact us if you would like further details or a copy of our Complaints Handling and Dispute Resolution Procedure.

12 GENERAL

12.1 Our liability

- 12.1.1 The Commonwealth **Trade Practices Act 1974** and the Victorian **Fair Trading Act 1999** automatically incorporate conditions, warranties and rights for your benefit and protection into your Energy Contract, if you are what those laws call a 'consumer'. If you are a consumer under those laws, your Energy Contract cannot lessen the benefits those laws give, except to the extent permitted by those laws.
- 12.1.2 To the extent permitted by those laws, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of any good or service provided under your Energy Contract, its quality, fitness or safety, other than those set out in your Energy Contract.
- 12.1.3 Where conditions, warranties or undertakings are implied by those laws and cannot be excluded, to the extent permitted by law, our liability for breach of these conditions, warranties or undertakings are (at our option) limited to:
- (a) providing equivalent goods or services provided under your Energy Contract to your Supply Address; or
 - (b) paying you the cost of replacing the goods or services provided under your Energy Contract to your Supply Address, or acquiring equivalent goods or services.
- 12.1.4 Nothing in your Energy Contract varies or excludes in any way the operation of section 117 of the Electricity Industry Act, section 78 of the National Electricity Law, section 232 or 233 of the Gas Industry Act or section 33 of the **Gas Safety Act 1997** (Vic.).
- 12.1.5 You acknowledge that the quality and reliability of Energy Supply may be subject to events beyond our reasonable control.

12.2 GST

- 12.2.1 The charges specified in the Tariffs, are inclusive of GST, unless otherwise specified. If the rate of GST changes after the date of your Energy Contract, we may adjust the amounts payable to reflect that change from the date the change is effective.
- 12.2.2 Where any amounts payable or other consideration provided in respect of supplies made under your Energy Contract ('Payments') are expressed to be exclusive of GST, the Payment for that Supply (or deemed Supply) will be increased by the amount necessary to ensure that the Payment net of GST is the same as it would have been prior to the imposition of GST.
- 12.2.3 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.
- 12.2.4 Words defined in the **A New Tax System (Goods and Services Tax) Act 1999** will have the same meaning when used in this clause 12.2.

12.3 Waiver and variation

- 12.3.1 Except as otherwise provided in your Energy Contract, a right created under your Energy Contract may not be waived except in writing signed by the party granting the waiver.
- 12.3.2 Subject to clause 12.3.3, other than as required or permitted by law or the terms of your Energy Contract, any variation of your Energy Contract must be made in writing between the parties.

12.3.3 We may vary your Energy Contract at any time by publishing a variation under either, in the case of electricity, section 35 of the Electricity Industry Act and/or, in the case of gas, under section 42 of the Gas Industry Act in the Government Gazette.

12.3.4 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 and/or section 42 of the Gas Industry Act as the case may be) to amend the terms of your Energy Contract so that those terms are the same as our then current published terms under either section 35 of the Electricity Industry Act and/or section 42 of the Gas Industry Act as the case may be.

12.3.5 We will also give you written notice of any variation in this Energy Contract as soon as practicable but in any event with your next bill after the variation takes effect.

12.4 Applicable law

12.4.1 Your Energy Contract shall be governed by the laws of Victoria.

12.4.2 We and you submit to the non-exclusive jurisdiction of the courts of Victoria.

12.5 When can your Energy Contract be transferred?

12.5.1 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.

12.6 Entire Agreement

12.6.1 Subject to section 36 of the Electricity Industry Act, section 43 of the Gas Industry Act and the terms of the Energy Retail Code, your 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 your Energy Contract becomes effective as described in clause 3.1.

13 GLOSSARY OF TERMS

13.1 Definitions

In your Energy Contract unless the context otherwise requires:

Acceptable Identification means one or more of the following:

- (a) a driver's licence;
- (b) a current passport or other form of photographic identification;
- (c) a Pensioner Concession Card or current entitlement card issued by the Commonwealth of Australia; or
- (d) a birth certificate.

Additional Retail Charge means a charge relating to the sale of Energy (other than a charge based on your Applicable Tariff) which:

- (a) has been calculated in accordance with the requirements (if any) of the Energy Retail Code from time to time; and
- (b) the Energy Retail Code expressly permits us to impose at the relevant time.

After Hours Reconnection Fee means the amount that we may charge you from time to time for reconnection (which includes the Distributor's charges for reconnection) of the Supply of Energy to your Supply Address when you contact us between the hours of 3.00 pm and 9.00 pm on the same Business Day as your request.

AGL Group means AGL Energy Limited (ABN 74 115 061 375) and its related bodies corporate (as that term is defined in the **Corporations Act 2001**) and for the avoidance of doubt, for the purposes of this Energy Contract includes any partnership where the partners are related bodies corporate of AGL Energy Limited.

Agreed Damages Amount means an amount which has been determined in accordance with clause 6.7 as being payable by you to us on account of the costs which we are likely to incur as a result of a particular breach of your obligations under this Energy Contract (for example, the Dishonoured Payment Fee or the Call-Out Fee).

Applicable Tariff means such of the Tariffs as apply to you at your Supply Address from time to time.

Bank Bill Rate means for a day:

- (a) the rate, expressed as a yield per cent per annum (rounded up to two decimal places if necessary) that is quoted as the average bid rate on the Reuters monitoring system page 'BBSY' (or any page that replaces that page) at about 10.30 am on that day, for bank bills that have a tenor equal to 90 days; or
- (b) if no average rate is so quoted, the bid rate available to us at about 10.00 am on that day for bank bills that have such a tenor.

Best Endeavours in relation to a person, means the person must act in good faith and do what is reasonably necessary in the circumstances.

Billing Period means the length of the Supply period covered by each bill, as set out in clause 7.1.2.

Business Day means a day other than a Saturday, a Sunday or a public holiday in Victoria.

Call-Out Fee means the amount that we may charge you from time to time for the costs we incurred if we (or the Distributor or another contractor or agent) have been called out to disconnect your Supply Address but due to the reason for the disconnection being remedied, a disconnection is no longer required.

Complaints Handling and Dispute Resolution is 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 AS/ISO 10002.

Code of Banking Practice means the code of that name published by the Australian Bankers' Association.

Consent means explicit informed consent as defined in the Regulatory Requirements.

Cooling-off Period means the period during which you can terminate your Energy Contract without penalty as described in clause 3.2.1 of your Energy Contract.

Customer means a Small Residential Customer or a Small Business Customer.

Customer Charter means the document prepared by us including details of your and our rights and obligations under the Regulatory Requirements.

Debt Collection Fee means the amount that we may charge you from time to time for our costs incurred in sending debt collection personnel to your Supply Address if you do not pay your bill in full or make other arrangements with us by the pay-by date. This fee may include:

- (a) an attendance (field visit collection) fee where debt collection personnel visit your Supply Address and there is no access or where you are not present, to the extent permitted by Regulatory Requirements; and/or
- (b) a field visit collection fee where you are present during a debt collection visit.

Deemed Contract means an Energy contract that is deemed to apply between us and a Small Residential Customer or a Small Business Customer in relation to a Supply Address under either section 39 of the Electricity Industry Act and/or section 46 of the Gas Industry Act or an Energy contract that is deemed to apply between us and a Small Residential Customer or a Small Business Customer under section 37 of the Electricity Industry Act and/or section 44 of the Gas Industry Act.

Disconnection Fee means the amount that we may charge you from time to time for our costs incurred for the disconnection of the Supply of gas or electricity to your Supply Address.

Dishonoured Payment Fee means an amount equal to the fees we incur from time to time for a dishonoured or reversed payment.

Distribution System means a network of pipes or wires, Meters and controls used to Supply Energy, or that a Distributor uses to transport Energy for sale to Customers.

Distributor means the person who is licensed to distribute, Supply or provide services by means of a Distribution System.

Electronic Funds Transfer Code of Conduct means the code of that name issued by the Australian Securities and Investments Commission.

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

Electricity Law means the Electricity Industry Act, the regulations under the Electricity Industry 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 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 (as amended from time to time in accordance with clause 12.3) and the category and rate of Tariffs applying to you from time to time (i.e. the Applicable Tariff for you and your Supply Address from time to time).

Energy Retail Code means the code of that name published by the Essential Services Commission from time to time.

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 the 2006–2010 Electricity Distribution Price Determination;
- (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 Regulatory Requirements.

Force Majeure Event means an event outside our or your reasonable control.

Gas Industry Act means the **Gas Industry Act 2001** (Victoria).

Gas Law means the Gas Industry Act, the regulations under the Gas Industry Act, 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.

Life Support Equipment means any equipment that requires continuous supply of electricity for a medical condition that has been confirmed in writing by a doctor or hospital and includes oxygen concentrators, haemodialysis machines and polio respirators.

Marketing Code means the Code of Conduct for Marketing Retail Energy in Victoria issued by the Essential Services Commission from time to time.

Meter means an instrument that measures the quantity of gas or electricity passing through it and includes associated equipment attached to the instrument to control or regulate the flow of gas or electricity.

Meter Inspection Fee means the amount that you must pay us in advance from time to time for physically inspecting your Meter for faults at your Supply Address.

Meter Reading means:

- (a) figures or other information shown on a Meter register or instrument either read or collected directly or transmitted or transformed by electronic, radio, microwave, sonic or other means; or
- (b) the process of collecting figures or other information from a Meter either directly or through being transmitted or transformed by electronic, radio, microwave, sonic or other means.

Meter Testing Fee means the amount that you must pay us in advance from time to time for physically testing your Meter at your Supply Address.

Metering Standards means the Regulatory Requirements which:

- (a) regulate the basis for the installation of new Meters and the operation and maintenance of new and existing Meters at your Supply Address;
- (b) establish rights and obligations with respect to metered data; and
- (c) includes relevant or prescribed industry codes or standards.

National Electricity Law means the laws set out in the schedule to the **National Electricity (South Australia) Act 1996** (SA) as in force from time to time under the **National Electricity (Victoria) Act 1997** (Vic).

NEMMCO means the company responsible for management of the National Electricity Market, currently National Electricity Market Management Company Limited (ABN 94 072 010 327).

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

Price List means the list which we publish from time to time on our website (www.agl.com.au) which sets out our Tariffs and our other fees and charges.

Privacy Act means the **Privacy Act 1988** (Cwlth).

Reconnection Fee means the amount that we may charge you from time to time for reconnection of the Supply of gas or electricity to your Supply Address (and which includes the Distributor's charges for reconnection) when you contact us:

- (a) before 3.00 pm on the same Business Day as your request; or
- (b) after 3.00 pm on a Business Day and we arrange for reconnection of your Supply Address on the next Business Day after your request,

which we may vary from time to time.

Refundable Advance means an amount of money or other arrangement acceptable to a retailer as security against a Customer defaulting on a final bill.

Regulatory Requirements means the Electricity Law and the Gas Law.

Responsible will have the same meaning as is given to that term in the Energy Retail Code.

Small Business Customer means in respect of a Supply Address, a Customer:

- (a) who is a domestic or small business customer (as that term is defined in section 35 of the Electricity Industry Act and/or Section 42 of the Gas Industry Act, as applicable) at that Supply Address; and
- (b) who is not a Small Residential Customer.

Small Residential Customer means in respect of a Supply Address, a Customer:

- (a) who is a domestic or small business customer (as that term is defined in section 35 of the Electricity Industry Act and/or Section 42 of the Gas Industry Act, as applicable) at that Supply Address; and
- (b) who acquires Energy principally for personal, household or domestic use at that Supply Address.

Special Meter Reading Fee means the amount that we may charge you from time to time for any Readings of your Meter that occur outside the scheduled Meter Reading timetable.

Special Meter Reading means a Meter Reading requested by you on a date outside of the planned Meter Reading schedule.

Standing Offer means an offer by us to Supply and sell Energy to a Small Residential Customer or a Small Business Customer at that Customer's Supply Address in accordance with either section 35 of the Electricity Industry Act or section 42 of the Gas Industry Act, or both, as the case may be.

Standing Offer Contract means the Energy contract which is created between us and a Small Residential Customer or a Small Business Customer when that Customer accepts our Standing Offer.

Supply means the delivery of Energy by a Distributor via its Distribution System to a Supply Address and the provision of any related services.

Supply Address means:

- (a) the address at which you purchase Energy from us where there is only one Supply Point or connection point at that address; or
- (b) where there is more than one Supply Point or connection point at that address, each Supply Point or connection point through which you purchase Energy.

Supply Commencement Date means the date described in clause 3.6 (as applicable) as the Supply Commencement Date.

Supply Point means the point where Energy leaves the Distribution System before being supplied to you, whether or not it passes through facilities owned or operated by another person after that point and before being so supplied (which in the case of electricity will include the relevant market connection point under the National Electricity Rules).

Tariffs means the tariffs published by us from time to time under section 35 of the Electricity Industry Act for electricity, or section 42 of the Gas Industry Act for gas;

Term means the period commencing on the Supply Commencement Date and ending on the date your Energy Contract is terminated.

Transfer will have the same meaning as is given to that term in the Energy Retail Code and **Transferred** will have a corresponding meaning.

Utility Relief Grant Scheme provides one-off assistance for Small Residential Customers who are unable to pay their gas, electricity or water bills due to a temporary financial crisis.

VENCorp means the Victorian Energy Networks Corporation Pty Limited (ABN 63 010 390 253), being the transmission system operator established under the Gas Industry Act.

13.2 Interpretation

In this Energy Contract, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Energy Contract;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) all references to 'include' or 'including' are non-exhaustive and do not imply any limitation;
 - (e) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporation and any governmental agency;
 - (f) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this Energy Contract;
 - (g) a reference to terms of an agreement is to all terms, conditions and provisions of the agreement;
 - (h) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or rules varying, consolidating, re-enacting, extending or replacing them. A reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;
 - (i) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
 - (j) a reference to a person includes that person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and permitted assigns;
 - (k) a reference to a person includes that person's officers, employees, contractors, agents or other representatives;
 - (l) when capitalised, grammatical forms of a word or phrase defined in this Energy Contract have a corresponding meaning;
 - (m) a period of time which:
 - (i) dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - (ii) commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
 - (n) an event which is required under this Energy Contract to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day.
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RED ENERGY PTY LIMITED ABN 60 107 479 372

Deemed and Standing Offer Contract Terms and Conditions – Victoria

Effective: 4 January 2009

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13. Definitions

In order to give effect to the requirements of the *Electricity Act*, the *Gas Act* and *Red Energy's* retail licences, this Contract sets out the terms and conditions for the sale and supply of electricity and/or gas (as the case may be) to *domestic or small business customers* and to *relevant customers* who are deemed under the *Electricity Act* and/or the *Gas Act* to have a contract with *Red Energy* for the sale and supply of electricity and/or gas (as the case may be) to a *Supply Address*.

1. Who are the parties to this Contract?

This Contract is made between:

- Red Energy Pty Limited (ABN 60 107 479 372) of 2 William Street, East Richmond, Victoria (referred to in this Contract as ‘we’, ‘our’ or ‘us’); and
- *you*, the customer to whom these terms and conditions are expressed to apply under clause 4.1. Where the customer consists of more than one person, then each person is bound by the obligations of this Contract jointly and severally. If *you* are a *Business Customer* and *your* business consists of more than one person or a partnership, then each person or partner is bound by the obligations of this Contract jointly and severally.

2. Who is Red Energy?

Red Energy is a gas and electricity *Retailer* which sells *you* electricity and/or gas and is the main point of contact for *your energy* needs. Another company, a *Distributor*, owns and operates the pipes, poles or wires outside *your Supply Address* which deliver the *energy* to *you*.

3. This Contract

This Contract documents the terms and conditions on which *we* agree to supply and sell you *energy* and you agree to buy *energy* from *us* at *your Supply Address*. It sets out *Red Energy's* services and responsibilities as *your energy Retailer* and *your* rights and obligations as a *Red Energy* customer. It contains defined terms which appear *like this* and which are set out at the end of this Contract.

If there is any part of this Contract that *you* do not understand or if *you* would like to request a large print copy of this Contract, *our* friendly customer service advisors are available to assist on 131 806.

4. How does this Contract work?

4.1. To whom does this Contract apply?

This Contract defines the terms and conditions on which *we* will supply electricity and/or gas to *you* if:

- *you* are a *domestic or small business customer* for the purposes of section 35 of the *Electricity Act* and/or section 42 of the *Gas Act* (in which case this Contract is a '**Standing Offer Contract**'); or
- *you* are a *relevant customer* for the purposes of section 39 of the *Electricity Act* and/or section 46 of the *Gas Act* (in which case this Contract is a '**Deemed Contract**').

4.2. When does this Contract start?

In the case of a *Standing Offer Contract*, this Contract commences when *you* accept an offer from *us* for the supply of electricity and/or gas at *your Supply Address*.

In the case of a *Deemed Contract*, this Contract commences on the date on which *you* commence to take a supply of *energy* from *us* at *your Supply Address*.

Our obligation under this 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 *we* are *responsible* for the *energy* supplied at *your Supply Address*.

4.3. Cooling off period

In the case of a *Standing Offer Contract*, *you* have 10 clear *Business Days* from accepting an offer from *us* for the supply of *energy* to notify *us* that *you* do not wish to continue with this Contract. *You* may also have rights to cancel this Contract in certain circumstances under the **Fair Trading Act 1999** (Vic.).

4.4. Can this Contract change?

The terms and conditions of this Contract have been approved by the Essential Services Commission and except as otherwise stated herein, or as permitted under the *Retail Code*, no changes will be made to this Contract.

We can amend these terms and conditions at any time by publishing a variation to them in the Government Gazette under section 35 of the *Electricity Act* (for electricity) or section 42 of the *Gas Act* (for gas). Any such variation must be approved by the Essential Services Commission before it is published and will operate to amend the terms and conditions of this Contract so that those terms and conditions are the same as *our* then current published terms and conditions under section 35 of the *Electricity Act* and/or section 42 of the *Gas Act* as the case may be.

4.5. How does this Contract terminate?

In the case of a *Standing Offer Contract*, *you* may terminate this Contract by giving *us* 28 days notice.

In the case of a *Deemed Contract*, *you* may terminate this Contract at any time.

To the extent that this Contract relates to the supply of electricity, it will terminate:

- if *you* enter into a contract for the supply of electricity with an alternative *Retailer* in respect of the same *Supply Address*, and that alternative *Retailer* has become *responsible* for *your Supply Address*;
- if *you* enter into a new contract with *us* for the supply of electricity to the same *Supply Address*, and any cooling-off period in respect of that new contract has expired;
- in the case of a *Deemed Contract*, at the end of the period covered by the second bill issued by *us* to *you* or when this Contract otherwise ends under section 39 of the *Electricity Act*; or
- when *you* cease to be responsible to pay for electricity consumed at *your Supply Address* in accordance with clause 7.

To the extent that this Contract relates to the supply of gas, it will terminate:

- if *you* enter into a contract for the supply of gas with an alternative *Retailer* in respect of the same *Supply Address*, and that alternative *Retailer* has become *responsible* for *your Supply Address*;
- if *you* enter into a new contract with *us* for the supply of gas to the same *Supply Address*, and any cooling-off period in respect of that new *contract* has expired;
- in the case of a *Deemed Contract*, at the end of the period covered by the second bill issued by *us* to *you* or when this Contract otherwise ends under section 46 of the *Gas Act*; or
- when you cease to be responsible to pay for gas consumed at *your Supply Address* in accordance with clause 7.

We may also terminate this Contract if *we* have disconnected *your Supply Address* in accordance with the *Retail Code* and *you* are not eligible to have *your* supply reconnected.

4.6. Deemed Contracts

In the case of a *Deemed Contract*, *we* will send you a notice (no sooner than two months before, and no later than one month before, its expiry by effluxion of time) telling you:

- that this Contract is due to expire;
- when the expiry will occur;
- what tariff and terms and conditions will apply to *you* after the expiry of this Contract if *you* do not exercise any other option; and
- what other options are available to *you*.

Unless *you* enter into another contract for *your Supply Address* with *us* or another *Retailer* before *your Deemed Contract* expires, on the expiry of this Contract *we* will supply *energy* at *your Supply Address* at the tariff and on the terms and conditions notified to *you* by *us* in our earlier notice under this clause 4.6.

5. Billing and Payment

5.1. What will *you* be charged?

You agree that *we* will bill *you* for *your* consumption of *energy* and a service to property charge, at the latest applicable *Standard Tariffs* determined and published by *us* in the Government Gazette in accordance with section 35 of the *Electricity Act* (for electricity) and section 42 of the *Gas Act* (for gas), and *you* agree that *you* will pay *us* for such *energy* and supply. If *you* ask *us*, *we* will provide you with a copy of our price list applying at the time that *you* ask. In addition to the *Standard Tariffs*, *you* will also need to pay any *Additional Service Charges* *you* incur and for any other goods and services which *we* supply to *you*.

You understand and agree that *we* may vary *our Standard Tariffs* and/or the categories or rates of *our Standard Tariffs* at any time by notice published in the Government Gazette, but not more than once in every 6 months. If *we* are required by 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 and *we* will notify *you* of that variation by no later than *your* next bill.

5.2. Payment allocation

If *we* supply *you* with both electricity and gas, *we* will apply any payment received from *you* to charges for the supply or sale of electricity and gas in accordance with *your* instructions. If *you* give *us* no instructions, *we* will apply *your* payment in proportion to the relative value of those charges. In the event that *you* finalise any account with *us*, *we* have the right to transfer any credit balance to any other account with an amount outstanding, that *you* have with *us*.

If *we* supply *you* with goods or services other than *energy* and *we* do not bill *you* separately for them, *we* will apply any payment received from *you* first to charges for the supply or sale of *energy* unless *you* instruct *us* to do otherwise.

5.3. Your Bill

We will issue *your* bill quarterly for electricity, and every two months for gas.

Your bill will include, among other things:

- *your* name, account number, *Supply Address* and mailing address
- the period covered by the bill
- the relevant *Standard Tariffs*
- the total amount of *energy* consumed in the relevant period, along with an indication as to whether the bill is based on a reading from *your* meter, or is wholly an estimate or based on any substituted data
- the amount payable by *you* for that *energy* and the due date
- any separate amount payable in respect of network charges, service to property charges, or *Additional Service Charges*
- a telephone number for billing and payment enquiries and a 24 hour faults and emergencies number and, if the bill is a reminder notice, contact details for *our* complaints department
- the amount of arrears or credit and the amount of any refundable advance provided by *you*
- consumption and greenhouse gas emissions graphs in accordance with any applicable *Guideline* (including comparisons between consumption and emissions in *your* bills over the previous 12 months (where available) in accordance with the applicable *Guideline*)
- details of charges derived from a proportion of *your* usual billing period
- the *NMI* or *MIRN* or both if applicable, assigned to *your Supply Address*
- where *you* are a *Residential Customer*, details of any concessions that may be available to *you* and details of *our* interpreter services.

5.4. Meter Readings and Estimation

Each bill *you* receive will be based, where possible, on an actual meter reading. In any event, *we* will use *our* best endeavours to read *your* meter at least once in each 12 month period. If meter data is not available or *we* are unable to reliably base *your* bill on a reading of the meter, *we* can estimate the *energy* *you* have consumed during the period and base *your* bill for that period on that estimate. If, in these circumstances, *you* have been responsible for *us* being unable to read the meter and *you* later request an actual reading *you* will be charged an *Additional Service Charge* for this read.

If *we* have estimated the *energy* *you* have consumed and later get reliable information *we* will adjust *your* account in accordance with the *Retail Code*.

5.5. Access to *your* Supply Address/meter

You will allow *us*, *our* agents and equipment, safe and convenient access to *your Supply Address* to read *your* meter and for connection, disconnection and reconnection. *Our* representatives will carry or wear official identification and produce that identification upon request. *You* must keep *your* meter clear of hazards and interference. *You* have no ownership rights to the meter.

5.6. Improper consumption of *energy*

You must not take *energy* illegally or tamper with or bypass *your* meter or associated equipment. If *you* do, *we* will estimate the consumption for which *you* have not paid and may take debt recovery action for all of the unpaid amount.

5.7. Overcharging/Undercharging

If *you* believe the amount of *your* bill is incorrect, *we* will review it for *you* without charge. *You* must however pay any amount of the bill which *you* and *we* agree is correct and not being reviewed or an amount equal to the average amount of *your* bills in the previous 12 months, if *we* have a record of these or *you* are able to provide *us* with copies of them (whichever is the lower).

If the bill is correct *you* must pay the unpaid amount or, if *you* think that *your* meter is faulty, *we* will arrange to test it for *you* upon request. If however the meter is recording correctly, *you* must then pay the unpaid amount and *you* must also pay the cost of this test. If the bill is incorrect *we* will adjust it.

If *you* have been overcharged or undercharged *you* will be contacted within 10 *Business Days* of *us* discovering the error. The overcharge or undercharge will then be put on *your* next bill or, in the case of an overcharge greater than \$50.00, *we* will repay the amount according to *your* reasonable instructions.

Only amounts undercharged in the previous 12 months will be recovered (unless the undercharge results from *you* consuming *energy* improperly). If *you* require extra time to pay these undercharged amounts, please advise *us*.

5.8. 12 Days to Pay

You are required to pay the amount shown on the bill by its due date which will be at least 12 *Business Days* from the date the bill is issued.

With the exception of *small retail customers*, if *you* do not pay *your* bill on time then, to the extent permitted by law and in accordance with the *Retail Code*, *we* may require *you* to pay a *late payment fee*.

5.9. How to Pay

The payment methods for *your* bill will be set out on *your* bill. *You* can pay by:

- Telephone (credit card);
- Direct Debit;
- BPay;
- By mail (cheque or money order only);
- In person at any Australia Post outlet; and
- Post BillPay.

Before *you* can pay by direct debit *you* must complete a direct debit request which will include details of the amount, date and frequency of *your* payments and how the arrangement may be cancelled. If *we* cease to be *your* *Retailer*, *we* will cancel any direct debit arrangements with *you*.

5.10. Concessions

If *you* hold a current Veterans Affairs Card or a DHS card (and the *energy* account is in *your* name) then *you* may be entitled to a state concession. If *you* provide *us* with *your* concession details (and *we* determine *you* are eligible), *we* will deduct *your* state concession entitlements from *your* bill. For more information on concession entitlements, see *our* website or give *us* a call.

5.11. Credit Management and Debt Collection

We may carry out a credit check on *you* to establish *your* credit rating. *Our* credit management and debt collection processes are in accordance with the *Retail Code* and the applicable *Guideline*. Outstanding overdue payments may be reported to the credit reporting agency. Further details regarding the management of credit related information is contained in the Important Information section of this Contract.

We will not commence any legal action to collect money owing until *we* have assessed *your* capacity to pay *our* bills and while *you* are making payments in accordance with an agreed payment arrangement in accordance with the *Retail Code* (unless the debt arises from the improper consumption of *energy*).

We are also entitled to recover any costs associated with a dishonoured payment.

5.12. Assistance Under Hardship

Red Energy has a hardship policy designed to identify, provide assistance and ongoing support to customers who are experiencing financial difficulties.

If you are a *Residential Customer* and you are having difficulty paying your bill, we can provide assistance with an instalment plan or other payment arrangements and will:

- Assess your capacity to pay our bills;
- Provide you with information about our assessment;
- Provide you with information about how to contact an independent financial counsellor;
- Provide information about energy efficiency and assess if an energy efficiency audit of your *Supply Address* is required;
- Provide information about concessions, rebates or grants that may be applicable to you.

You must contact us if you think a payment by the due date may not be possible. If you are having trouble paying a bill, please call us to let us know.

5.13. Instalment Plans

If you are a *Residential Customer* the following payment options are available in accordance with the *Retail Code* to meet your needs:

- payment of agreed amounts in advance; and
- payment of any overdue amount and future bills by regular agreed instalments.

5.14. Refundable Advances

In some circumstances in accordance with the *Retail Code*, we may require you to pay a refundable advance. It will be repaid within 10 *Business Days* in full, along with interest, when you have completed one year (*Residential Customer*) or two years (*Business Customer*) of payments by the due dates, or you cease to take a supply of energy from us at the *Supply Address* (unless it is offset against amounts payable by you to us).

6. Disconnection and Reconnection

6.1. Disconnection

After taking certain steps as set out in the *Retail Code*, and provided we have used our best endeavours to contact you to arrange a payment instalment plan, we may disconnect you if:

- you refuse, when required, to provide acceptable identification or a refundable advance, providing we have given you a disconnection warning which states that we may disconnect you no sooner than ten *Business Days* after the date of receipt of the notice and you have continued not to comply with that requirement;

or

- you do not pay any amount due to us by the due date; or
- you refuse or fail to give an authorised person access to the meter, providing we have given you a disconnection warning which states that we may disconnect you no sooner than seven *Business Days* after the date of receipt of the notice, and you have continued not to comply with that requirement.

You will not be disconnected by us if:

- your *Supply Address* is registered as a life support or a medical exemption address;
- any non-payment by you is of an amount less than the relevant amount approved in an applicable *Guideline*;
- any formal complaint you have made to *EWOV*, directly related to the non-payment, remains unresolved;

- you have made application for a Utility Relief Grant which has not been decided; or
- any non-payment by you relates only to a charge not for energy.

You may also be disconnected or your supply interrupted by your Distributor in certain circumstances including:

- for maintenance;
- for health and safety reasons;
- in the case of an emergency; or
- if you are using energy other than in accordance with the law.

You will not be disconnected by us after 2 pm (if you are a Residential Customer) or 3 pm (for a Business Customer) on Monday to Thursday or anytime on a Friday, weekend, public holiday or the day before a public holiday. You may request disconnection of your Supply Address at any time.

6.2. Reconnection

If your supply has been disconnected and, within 10 Business Days, you rectify your breach of this Contract or otherwise take the action required under the Retail Code, we will reconnect you on request. You will be required to pay us a reconnection fee.

If that request is made before 3 pm on a Business Day, we will reconnect you on that day, but for a request made after that time we will reconnect you on the next Business Day. After 3 pm and before 9 pm you can still be reconnected on the same Business Day if you pay the after hours connection fee.

6.3. Life Support

You must notify us if you need your Supply Address registered as a life support or a medical exemption address and provide us with the required medical certificates.

7. What happens when you move premises?

You must notify us at least 3 Business Days before you intend to vacate your Supply Address. Failure to do so will result in you remaining responsible for any energy consumed at the Supply Address until 3 Business Days after you give a notice to us or until there is another contract for the supply and sale of energy at that Supply Address (whichever is earlier). If you have been forced to leave your Supply Address you will remain responsible for any energy consumed at the Supply Address until you give a notice to us. If you are not remaining a customer of Red Energy, you must also provide us with a forwarding address for the final bill. We also have the right to charge you a disconnection fee.

8. Limits to our Liability

You acknowledge that the quality, frequency, voltage and continuity of supply of electricity, and that the variation or deficiency in the quality or pressure for gas is subject to a variety of factors outside our control. You also acknowledge that the nature of energy supply is such that we cannot guarantee to you the quality, frequency or continuity of supply of energy to you. We confirm that this Contract does not vary or exclude the operation of any law (including any Relevant Law) that provides an immunity, limitation of liability or indemnity for us.

If you are a Business Customer you must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of yours which may result from poor quality, frequency, pressure or reliability of energy supply.

Our liability to you for breach of any conditions, warranties or rights implied by the Trade Practices Act 1974, the Goods Act 1958, the Fair Trading Act 1999 or any other equivalent law is limited to the maximum extent permitted by those Acts or laws. In particular, to the extent permitted by those Acts or laws, our liability for a breach of any condition, warranty, representation or right which is implied into this Contract by one of those laws will (at our option) be limited to providing to you equivalent goods, replacement goods or payment of the cost of acquiring equivalent goods or re-supplying the service or the payment of the cost of having the services supplied again.

You must indemnify *us* for any breach by *you* of this Contract or *your* negligence to the maximum amount which *we* are entitled to be compensated under the common law (including in equity) or statute.

9. Force majeure

A force majeure event is an event outside the reasonable control of *you* or *us* which would result in *you* or *us* (the ‘affected party’) being in breach of this Contract. If a force majeure event occurs, the affected party will not be in breach of this Contract for non performance of the obligations affected by the force majeure event for as long as the force majeure event continues. The affected party must notify the other party promptly of the force majeure event giving full particulars of it, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

The affected party must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as quickly as possible (although neither *you* nor *us* are required to settle any industrial dispute if that is the force majeure event).

If the effects of the force majeure event are widespread *we* will give *you* notice by making the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the force majeure event or otherwise as soon as practicable.

10. Information and Enquiries

10.1. Complaint handling

At *Red Energy* *we* are committed to constant improvement in *our* customer service. *We* want to know when things go right and when things go wrong.

We will try hard to make sure that *your* service is as *you* would expect. If however *you* do have a problem, please call *our* customer service team and *we* will review any complaint, whether made in writing or orally. Please give *us* *your* reasons for seeking a review of *our* actions. *We* will try to resolve *your* problem immediately but if the problem is too difficult to do so, *we* will refer it to *our* more senior personnel to resolve. After assessing the problem *we* will write to *you* within 14 days and inform *you* of the outcome. If *we* need to take further steps, for example if the problem is of a technical nature requiring the involvement of *your* *Distributor*, *we* will write to *you* and explain what is happening. If *you* are not satisfied with *our* response, *you* may request that *your* complaint be raised to a higher level in *our* organisation.

If *you* are still not satisfied with *our* response, *you* may also refer any complaint or dispute about *our* service to *EWOV* on their freecall number 1800 500 509.

10.2. Faults and Emergencies

If *you* experience a supply fault (such as a power surge) or failure, or *you* have a gas leak or gas emergency, *you* can call the faults and emergencies number on *your* bill.

10.3. Other Information

Just give *us* a call if *you* would like additional information on:

- *your* account and how to pay;
- energy efficiency
- concession information
- *your* historical billing information (where *we* have the information)
- any of *our* *Additional Service Charges*; and
- *our* tariffs, products, services and market contract offers.

You must advise *us* of any change in *your* contact details.

11. This Contract

11.1. Notices

All notices under this Contract must be given in writing and given by hand, by fax, by mail or by email to the last address *we* have for each other.

11.2. Transfer to another party

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

- that novation or assignment forms part of the transfer of all or substantially all of *our* retail sales business to that other *Retailer*; or
- *you* agree to that transfer or novation.

You need to get *our* consent if *you* want to assign this Contract.

11.3. Relevant Law

You and *we* agree to comply with all requirements in the *Relevant Laws* except where this Contract is different to those requirements and where that difference is permitted by the *Relevant Laws*, in which case this Contract will apply.

In particular, the *Retail Code* sets out *our* obligations to *you* and *your* obligations to *us*, for which some (but not all) of those obligations are set out in this Contract. However, in any event, this Contract cannot be inconsistent with the *Retail Code*. If a term or condition of this Contract is inconsistent with the *Retail Code*, it is void and the corresponding term or condition in the *Retail Code* is incorporated into this Contract instead.

We will inform *you* of any amendment to the *Retail Code* that materially affects *your* rights, entitlements and obligations as soon as reasonably practicable after that change is made. If *you* request it, *we* will also provide *you* with a copy of the *Retail Code*.

12. Important Information

In this section titled ‘Important Information’ ‘*you*’ includes any individual company director or principal of a business or partnership deemed to have entered into this Contract on behalf of a *Business Customer*.

12.1. Exchange of Credit Worthiness Information between Credit Providers (**Privacy Act 1988**)

By entering into this Contract, *you* agree that *we* may exchange information about *you* with other credit providers under the **Privacy Act 1988** for the purpose of assessing an application by *you* for credit; assisting *you* to avoid defaulting on *your* credit obligations; notifying other credit providers of a default by *you*; exchanging information with other credit providers as to the status of this credit where *you* are in default with other credit providers; or to assess *your* commercial or consumer credit worthiness. The information exchanged can include anything about *your* credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange or are not prohibited from exchanging under the **Privacy Act 1988** for the purposes permitted by that Act.

12.2. Disclosure of Credit Information to a Credit Reporting Agency (**Privacy Act 1988**)

This Contract constitutes a contract for credit. *You* also agree that *we* may give commercial or consumer credit information to a credit reporting agency either for the purpose of obtaining a credit report about *you* or allowing the credit reporting agency to create or maintain a credit information file containing information about *you*, or both.

This information may be given before, during or after the provision of credit to *you*. This information may include: *your* name, gender and date of birth; *your* current and previous addresses; the fact that *you* have applied for credit; the fact that *we* provide credit to *you*; the existence of any loan repayments which are overdue by more than 60 days and for which debt collection action has started; advice that payments are no longer overdue; information that, in *our* opinion, *you* have committed a serious credit infringement; or information about cheques drawn by *you* for \$100 or more which have been dishonoured more than once.

12.3. Privacy and Personal Information

Red Energy is committed to respecting *your* privacy and complies with the National Privacy Principles under the **Privacy Act 1988**, including standards of collection and disclosure of and access to personal information. To help *us* maintain these standards, *we* may request

that *you* provide *us* with acceptable and accurate identification and contact details and, in relation to a request by *you* for connection of *energy* to a rental property, contact details for the property owner or the owner's agent.

Red Energy collects personal information about *you* to assist in the operation of *our* business and the delivery of *energy* and other products and services. If *you* do not provide *us* with this information or any requested identification in a timely and accurate manner *we* may not be able to provide *you* with *our* full range of products and services.

We may disclose *your* information (irrespective of where the information was obtained from) to third parties in connection with our provision of *Energy* to *you* and where required or authorised by law, for example to the courts, and to government or regulatory authorities. *You* can request access to the information *we* hold about *you* at any time by writing to *our* Privacy Officer at *our* ordinary mailing address.

From time to time *we* may have promotional material that *we* would like to provide to *our* customers to inform them of *our* latest promotions and offers. If *you* wish to receive this information, please let *us* know.

13. **Definitions:**

Additional Service Charges means any charges incurred by *you* (and as explained by *us* prior to *you* incurring such charges) for services requested by *you*, or services required to enforce this Contract, and includes 'Excluded Service Charges' as defined in any *Relevant Laws*.

assigned meter identifier means a unique number that identifies *your* electricity and gas meter. *Your* electricity *assigned meter identifier* is a *NMI* and *your* gas *assigned meter identifier* is a *MIRN*.

Business Customer means a customer who consumes *energy* at a *Supply Address* designated by the *Distributor* as a business.

Business Day means a day other than a Saturday or Sunday or a public holiday in the State of Victoria appointed under the **Public Holidays Act 1993** (Vic.).

Deemed Contract has the meaning given to it in clause 4.1.

Distributor means the company which owns and operates the pipes, poles or wires which deliver *energy* to *your* *Supply Address*.

domestic or small business customer has the meaning given to it in the *Electricity Act* or the *Gas Act* (as the case may be).

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

energy means both electricity and gas, or electricity only, or gas only, depending on which of these *you* purchase from *us*.

EWOV means the Energy and Water Ombudsman (Victoria).

Gas Act means the **Gas Industry Act 2001** (Vic.).

Guideline means a guideline published by the Essential Services Commission.

late payment fee has the meaning given to it in the *Retail Code*.

MIRN means the Victorian gas meter identifier which is the unique identifying mark that identifies *your* *Supply Address*.

NMI means the national electricity meter identifier which is the unique identifying mark that identifies *your* *Supply Address*.

Red Energy, us, we or *our* means Red Energy Pty Limited ABN 60 107 479 372.

relevant customer has the meaning given to it in the *Retail Code*.

Relevant Laws means any Acts, orders, rules, regulations, guidelines, licences, codes or other regulatory instruments in force from time to time that govern the supply or sale of electricity or gas in Victoria.

Residential Customer means a customer who purchases *energy* principally for personal, household or domestic purposes at the relevant *Supply Address*.

responsible has the meaning given in the *Retail Code*.

Retail Code means the Energy Retail Code issued by the Essential Services Commission as amended from time to time.

Retailer means a company which is licensed to sell electricity and/or gas in Victoria.

small retail customer has the meaning given to it in the *Electricity Act* or the *Gas Act* (as the case may be).

Standard Tariffs means the tariffs published by *us* from time to time in the Government Gazette under section 35 of the *Electricity Act* for electricity or section 42 of the *Gas Act* for gas.

Standing Offer Contract has the meaning given to it in clause 4.1.

Supply Address means the address for which *you* have agreed to purchase *energy* from *us*.

you (or *your*) means the customer who is bound by this Contract in accordance with clause 4.1.

In this Contract, unless the context requires otherwise:

- (i) headings are for convenience only and do not affect the interpretation of any part of this Contract;
- (ii) words importing the singular include the plural and vice versa; and
- (iii) a reference to *us* connecting or disconnecting or reconnecting *you* is to be construed in accordance with the *Retail Code*.

How to Contact Us

Our team is available for you:

Monday to Friday: 8 am to 8.30 pm

Saturday: 9 am to 5.30 pm

Tel: 131 806

Fax: 1300 66 10 86

Email: enquiries@redenergy.com.au

Website: redenergy.com.au

Or, you can write to us at:

Red Energy Pty Limited

PO Box 4136, East Richmond, Vic. 3121

Contact us

Phone: 131 806

Website: redenergy.com.au

Email: enquiries@redenergy.com.au

Address: 2 William Street, East Richmond, Vic. 3121

Electricity Industry Act 2000
Gas Industry Act 2001

ENERGYAUSTRALIA (ABN 67 505 337 385)
Standing and Deemed Energy Agreement Conditions

Effective: 1 January 2009

The meaning of words printed *like this* and some other key words is explained at the end of these Agreement Conditions ('Agreement Conditions') (see condition 17.1).

1 APPLICATION OF AGREEMENT CONDITIONS

1.1 These Agreement Conditions apply if:

- (a) you accept our standing offer under section 35 of the **Electricity Industry Act 2000** or section 42 of the **Gas Industry Act 2001** ('Standing Energy Agreement'); or
 - (b) you are deemed to have entered into an agreement with us under section 39 of the **Electricity Industry Act 2000** or section 46 of the **Gas Industry Act 2001** ('Deemed Energy Agreement'),
- (together, 'Energy Agreement').

1.2 If we are supplying you with both electricity and gas, we will do so under two separate Energy Agreements between you and us for the supply of electricity and gas respectively.

2 ABOUT THE ENERGY AGREEMENT

General

2.1 In this Energy Agreement:

- (a) 'we' and 'us' means EnergyAustralia ABN 67 505 337 385 of 570 George Street, Sydney, New South Wales, 2000, in its capacity as a *retailer*, and its successors and assigns; and
- (b) 'you' means the person or persons taking a supply of *energy* at the *premises*. If there are more than one, you means each of them separately and every two or more of them jointly. 'You' includes your successors.

Content

2.2 The Energy Agreement consists of:

- (a) these Agreement Conditions; and
- (b) the *gazetted tariffs*.

Formation

2.3 A Standing Energy Agreement is entered into by you when you accept our standing offer to supply you *energy* on these Agreement Conditions.

2.4 Provided that we have not commenced the supply of *energy* to the *premises*, if:

- (a) we are not satisfied with the information you provide to us;
- (b) we determine that you are not eligible to accept the standing offer (for example, you are not a *small retail customer*),

we may immediately terminate the Standing Energy Agreement by notice to you. If we terminate the Standing Energy Agreement, neither you nor we need to compensate the other as a result of the termination.

2.5 A Deemed Energy Agreement is formed under section 39 of the **Electricity Industry Act 2000** or section 46 of the **Gas Industry Act 2001** if you take supply of *energy* from us without first having entered into an agreement with us.

Term

2.6 The *term* of the Standing Energy Agreement begins on the date we commence supplying *energy* to you and continues until you terminate it in accordance with condition 7.4 or we terminate it in accordance with condition 7.1.

2.7 The term of the Deemed Energy Agreement commences on the day specified under section 39 of the **Electricity Industry Act 2000** or section 46 of the **Gas Industry Act 2001** and continues until you terminate it in accordance with condition 7.4 or we terminate it in accordance with condition 7.2.

Related Documents

- 2.8 In addition to these Agreement Conditions, a range of *energy laws*, codes, guidelines and our retail licences govern your *energy* supply.
- 2.9 Your and our rights and obligations under the Energy Agreement are subject to, and supplemented by, the terms of the *energy laws*. The Energy Agreement should be read in conjunction with the *energy laws*.

3 ENERGY SUPPLY**Our Obligations**

- 3.1 In return for the amounts you agree to pay us under the Energy Agreement, we agree to:
- (a) supply *energy* to the *premises* in accordance with the Energy Agreement, although we do not physically deliver *energy* to your *premises*;
 - (b) pay *market charges* and *network charges*;
 - (c) if requested and where applicable, use our *best endeavours* to procure *connection services* from your distributor for the *premises* in accordance with the *energy laws*; and
 - (d) comply with all relevant requirements imposed on us by the *energy laws*.

Commencement of Supply

- 3.2 The supply of *energy* under the Standing Energy Agreement starts as soon as practicable after you make an application for connection and provide us with:
- (a) acceptable identification;
 - (b) your contact details; and
 - (c) if your request relates to a rental property, contact details for the property owner or the owner's agent.
- 3.3 The supply of *energy* under the Deemed Energy Agreement starts when you commence taking the supply of *energy* from us.

New Connection

- 3.4 If you make an application to us for *energy* to be connected at your *premises*, we will contact your distributor no later than the next business day after your application to us to arrange for *energy* to be connected to your *premises* as soon as practicable.

Description, Delivery and Quality of Energy

- 3.5 As your *retailer*, we are responsible for purchasing *energy* on your behalf. We do not control the delivery, quality or reliability of *energy* supply to the *premises*. This is the responsibility of the distributor who physically delivers *energy* to the *supply point*, not us.
- 3.6 Accordingly, the *energy* delivered to the *premises* may be subject to:
- (a) for electricity – fluctuations in voltage, wave or frequency of electricity; and
 - (b) for gas – variation or deficiency in quality or pressure.
- 3.7 Your supply of *energy* may also be subject to interruptions and may not be continuous due to many factors, including factors relating to your distributor's network, or factors that are beyond our, or your distributor's, control, for example:
- (a) the distributor or the *market and system operator* interrupts supply to the *premises*;
 - (b) the distributor's network, or a network to which that network is connected, fails; or
 - (c) there are insufficient quantities of *energy* to meet the needs of all users.

4 YOUR OBLIGATIONS

General

4.1 Under the Energy Agreement, you must:

- (a) comply with the *energy laws*, including any relevant electricity and gas distribution codes and standards relating to *energy* (including the distributor's standards);
- (b) ensure that the distribution system and the reliability and quality of *energy* supply to other customers is not adversely affected by your actions, omissions or equipment;
- (c) notify us as soon as possible if your circumstances or any information relating to the *energy* supply under the Energy Agreement change;
- (d) if we supply you with gas and you are a residential customer, not use gas for non-domestic purposes other than for home office purposes;
- (e) not use *energy* in a manner which interferes with the distribution network or supply from that network;
- (f) neither allow *energy* supplied to you under the Energy Agreement to be used other than at the *premises* nor use *energy* at the *premises* supplied from another address;
- (g) not resupply *energy* supplied to you under this Energy Agreement unless we authorise such resupply in writing or unless permitted by law;
- (h) if we supply you with electricity, notify us if there is a life support machine in use at your *premises*; and
- (i) if you are a business customer, take reasonable steps to prevent loss on your side of the *supply point* which may be affected by any changes in the quality or reliability of *energy* supply.

Meters and Supply Points

4.2 To facilitate the supply of *energy* to the *premises*, you agree to:

- (a) make available sufficient land at the *premises* (to our reasonable satisfaction) to situate the meter (including any additional or replacement meters) and *supply point* (and any associated equipment) safely;
- (b) protect and not disconnect, by-pass, interfere with or damage any meter or *supply point* at your *premises* and promptly notify us of any problems with them;
- (c) give the *meter readers*, *authorised persons* and the distributor, information and safe, convenient and unhindered access at all reasonable times to the *premises* (including any meter, the *supply point* and any related equipment at the *premises*) for any reasonable purpose required; and
- (d) comply with any directions from us or the distributor about any meter or the *supply point*.

Safety

4.3 To enable us to facilitate the provision of a reliable and safe supply of *energy*, you must at all times:

- (a) maintain all wiring, pipes, appliances and other *energy* equipment at the *premises* in a safe condition;
- (b) allow only accredited electricians and registered plumbers or gas fitters to perform any maintenance on your *energy* appliances and/or connections;
- (c) keep all vegetation, structures and vehicles at your *premises* clear of all electricity lines, gas installations and related equipment; and
- (d) advise us or your distributor of any matter (including changes to your *energy* equipment) that may threaten the health or safety of another person or threaten the integrity or safety of the distribution network.

Emergencies

4.4 In the event of an emergency, you agree to comply with any directions given by your distributor or us in accordance with any *energy laws*.

Supply to Non-residential Premises

4.5 If the Energy Agreement is for the supply of electricity and the *premises* are not used as a residence, you must:

- (a) within a reasonable time after we request, give us an annual forecast of your electricity demand for the *premises*; and
- (b) if you anticipate a material change in your electricity demand, give us at least 20 *business days*' advance notice.

4.6 If your needs change or your demand for *energy* requires extra or replacement meters to be installed, you agree to meet the reasonable costs of installing, maintaining and reading them and any adjusted *metering charges*.

5 CHARGES**Charges**

5.1 You agree to pay us the *charges* for *energy* consumed at the *premises*. The *charges* will be calculated in accordance with the *gazetted tariffs*.

5.2 If the *gazetted tariff* includes a *charge* that is a daily *charge*, we will bill you for that *charge* for each day of the term.

Varying Charges

5.3 Subject to condition 5.4, we may vary the *charges* in accordance with the *energy laws* by notice in the Government Gazette.

5.4 We will not vary the *charges* where they have been in effect for less than six months.

5.5 If we vary the *charges* in accordance with condition 5.3, we will:

- (a) publish the tariff information in a newspaper circulating generally in Victoria; and
- (b) notify you in writing of the new *charges* in or with your first bill after the variation takes effect.

Other Charges

5.6 You also agree to:

- (a) pay us the reasonable costs we incur if you do not give access to the *meter readers* or you request an unscheduled meter reading;
- (b) pay us *GST* at the prevailing *GST* rate on any taxable supplies made by us in connection with the Energy Agreement;
- (c) reimburse us (and pay us in accordance with the Energy Agreement) for *other distributor charges*; and
- (d) pay for any services you request from us (including meter testing) unless the *energy laws* require us to provide that service free of charge or to reimburse you for the cost of that service.

6 BILLING AND PAYMENT**Metered Consumption**

6.1 We bill you by applying, on and from the date we start supplying you *energy* under the Energy Agreement, the applicable *gazetted tariff* to the quantity of *energy* consumed at the *premises* based on an actual reading of the meter at the *supply point*. We will use our *best endeavours* to ensure that metered consumption is measured at least once in any 12 month period.

Estimated Consumption

6.2 If we:

- (a) do not have metered data from an actual meter reading;
- (b) are unable reasonably or reliably to base your bill on a reading of your meter; or
- (c) are authorised to do so under the *energy laws*,

we may base the bill on an estimate of the *energy* you have consumed for a relevant period determined in accordance with the *energy laws*.

6.3 If we subsequently obtain a meter reading or more reliable data, we will adjust your next bill as appropriate.

Form

6.4 We will provide you with a bill in the form required by the *energy laws*, which includes:

- (a) the amount you must pay for *energy* consumed and services provided;
- (b) a graph to help you understand your *energy* usage;
- (c) the pay-by date;
- (d) payment options; and
- (e) contact numbers for enquiries and reporting faults and emergencies.

Frequency

6.5 We will send you a bill:

- (a) at least every three months, if you are an electricity customer; or
- (b) at least every two months, if you are a gas customer.

Payment

6.6 You must pay your bills by the pay-by date specified on them (irrespective of the *billing period*), which will not be less than 12 *business days* from the date the bill is issued. Payments due on a non-*business day* may be paid on the next *business day*.

6.7 You may pay us in advance. We do not pay interest on (or refund before the Energy Agreement ends) amounts paid in advance. For *security deposits*, refer to condition 9.

Payment Options

6.8 You may pay your bills by any method set out on your bill, including direct debit, cheque, or credit card.

6.9 We will offer you the option of paying on an instalment plan where we are required to do so under the *energy laws*. For instalment plans, refer to conditions 6.20 to 6.22.

Bill Reviews

6.10 You may request a review of a bill. The review will be undertaken in accordance with the *energy laws*. You must still pay the amount of the bill that is not in dispute or an amount equal to the average amount of your bills in the last 12 months (whichever is greater).

6.11 If the review shows the bill is correct, you must pay for the cost of any meter test or check of a meter reading or data (if you requested one) and pay any amounts outstanding. Should the review disclose an error, we will adjust the bill (subject to conditions 6.12 to 6.14).

Undercharging and Overcharging

6.12 If we have undercharged you or not charged you at all, we may recover this amount from you in accordance with the *energy laws*. Unless you have used *energy* illegally, we will limit the amount we seek to recover to:

- (a) no more than the amount undercharged in the last 9 months from the date we notify you of the amount undercharged if the undercharging results from a failure of our billing systems; or
- (b) otherwise, no more than the amount undercharged in the last 12 months from the date we notify you of the amount undercharged.

- 6.13 If you request, we must provide a payment arrangement for you to pay the undercharged amount over a period equivalent to that during which the undercharging occurred.
- 6.14 If you are overcharged, we will inform you within 10 *business days* of the date that we become aware of it and either repay the overcharged amount according to your reasonable instructions or credit the amount to your next bill as required under the *energy laws*.

Overdue Amounts

- 6.15 You must inform us if you are experiencing payment difficulties or if you require payment assistance. We may be able to assist you (see condition 6.19).
- 6.16 If we do not receive payment for a bill by the pay-by date (a payment later dishonoured or reversed is not a payment), we may:
- (a) if permitted by *energy laws*, charge you a late payment fee and/or interest set by us from time to time set out in the *gazetted tariffs*, in accordance with any *energy laws*;
 - (b) if permitted by *energy laws*, require you to pay us our reasonable costs in connection with any dishonoured or reversed payments (which occur through your fault), in addition to the original payment amount; and
 - (c) take all steps necessary (including legal proceedings) against you to recover the overdue amounts and our costs of doing so.
- 6.17 However, before taking these steps we will comply with the requirements under the *energy laws* in relation to payment difficulties. Our Customer Charter provides more details.

Shortened Collection Cycles

- 6.18 If you are consistently late paying your bills and we have complied with the requirements of the *energy laws*, we may place you on a shortened collection cycle.

Payment Difficulties and Assistance

- 6.19 If you are experiencing difficulties paying your bills and you contact us about these difficulties or we otherwise believe that you are experiencing difficulties or need assistance, we must:
- (a) assess information provided by you or held by us in relation to your capacity to pay for your use of *energy*, taking into account advice about independent financial counselling (where necessary);
 - (b) provide you with documentary evidence of our assessment if you request it;
 - (c) provide you with advice about independent financial counselling;
 - (d) provide you with information about *energy* efficiency;
 - (e) provide you with information about various government assistance and concessions schemes;
 - (f) consider conducting an *energy* efficiency field audit; and
 - (g) in some cases, give you the option of an instalment plan depending on your eligibility and in accordance with the *energy laws* (there may be additional *charges*).

Instalment Plans

- 6.20 If you are an eligible *small retail customer*, we will offer you an instalment plan under which you can:
- (a) pay your bills in advance; or
 - (b) pay any overdue amounts and future bills while continuing to use *energy*.
- 6.21 If you are a business customer, we will consider any reasonable request for an instalment plan. We may impose a charge if we agree to your request.
- 6.22 You must pay each instalment amount by the agreed pay-by date. Unless you use an automatic payment option, an instalment is not paid until we actually receive the funds.

7 TERMINATING THE ENERGY AGREEMENT

Termination by Us

- 7.1 We may terminate the Standing Energy Agreement by giving you notice in writing if:
- (a) we exercise our right to arrange disconnection of the *premises* under condition 8 and you are no longer entitled to be reconnected;
 - (b) you enter into a new energy agreement with us, or transfer to another *retailer*, for the *premises*; or
 - (c) you are not, or cease to be, a *small retail customer*.
- 7.2 We may also terminate a Deemed Energy Agreement at the end of the period covered by the second bill issued by us by giving you notice in writing.
- 7.3 If the Standing Energy Agreement is to be terminated because you are not, or cease to be, a *small retail customer*, and you have not entered into and satisfied all requirements for supply to commence under a new *energy* supply agreement with us or another *retailer*, then from that date specified in the notice of termination, we agree to continue arranging supply on the same conditions as the Energy Agreement except that, by notice to you, we may vary the, or impose additional, *charges*. This condition survives termination of the Energy Agreement.

Termination by You – general

- 7.4 You must give us at least 28 days' notice if you wish to terminate the Standing Energy Agreement early. (If you are moving out of your *premises*, refer to conditions 7.6 to 7.7). If you are a *deemed customer*, you are not required to give us any notice.
- 7.5 If you do not give us the required notice and we have not entered into a new *energy* supply agreement for the *premises*, you will continue to be liable for all costs incurred until (whichever occurs first):
- (a) you have given us the required notice of termination; or
 - (b) the supply of *energy* to the *premises* is disconnected or transferred to a new *retailer*.

Termination by You – moving out of the premises

- 7.6 You must give us at least 3 business days advance notice of the date on which you intend to move out of your *premises*, and a forwarding address to which the final bill may be sent.
- 7.7 If you do not give us the required notice, you will be liable for *charges* at those *premises* until (whichever is the earliest):
- (a) another customer enters into an *energy* supply agreement for the *premises*, which has become effective;
 - (b) another *retailer* becomes responsible for the supply of *energy* to the *premises*;
 - (c) the *premises* is disconnected;
 - (d) we obtain a final meter read before the *premises* is disconnected;
 - (e) at the end of the required notice period once you do give us notice that you are or have moved out; or
 - (f) if you have been evicted or forced to move out, you give us notice that you have left the *premises*.

Termination Date

- 7.8 Termination under this condition 7 will not be effective until (whichever occurs last):
- (a) expiry of the notice period (if any) set out in the notice of termination;
 - (b) a new *energy* supply agreement for the *premises* takes effect;
 - (c) another *retailer* becomes responsible for the supply of *energy* to the *premises*; or
 - (d) if the *premises* are disconnected, when you have no right of reconnection.

Effect of termination

7.9 Termination, or disconnection of supply because of it, does not affect our, or your, right to enforce any right arising before or on termination.

8 DISCONNECTING AND RECONNECTING SUPPLY**Your Right to Disconnect**

8.1 You have a right to request disconnection. Once you ask us to disconnect, we arrange disconnection of the *premises* through the distributor in accordance with your request.

Our Right to Disconnect

8.2 Subject to condition 8.3, and provided that we comply with the *energy laws*, we may request the distributor to disconnect the *premises* if:

- (a) you fail to pay your bill by the relevant pay-by date;
- (b) you refuse, when required by us, to provide a *security deposit*;
- (c) you deny access to your meter for the purpose of a reading for three consecutive *billing period cycles*;
- (d) you are using *energy* illegally (see condition 4.1); or
- (e) you fail to provide acceptable identification.

8.3 We will give you written notice of our intention to disconnect your supply, in accordance with *energy laws*, unless disconnection is due to an emergency or for health and safety reasons or illegal use of *energy*.

8.4 You must co-operate with and assist us, the distributor and *authorised persons* in respect of any disconnection.

Restriction on Disconnection

8.5 We must not arrange to disconnect your supply of *energy*:

- (a) while an application is pending from you for a relevant rebate, concession, grant or relief scheme (you agree to notify us if this is the case), or assistance under an instalment payment plan operated by us, that is available to our customers; or
- (b) if the *premises* is registered with us as requiring a continuing supply of *energy* for medical reasons or a life support system that relies on electricity for its operation is in use at the *premises*. You agree to notify us if this is the case.

8.6 We must not arrange to disconnect your supply of *energy* if your failure to pay our bill has occurred because you do not have sufficient income until we have complied with our obligations under condition 6.19, using our best endeavours to contact you, and you have not accepted an instalment plan within five business days of our offer.

8.7 We must not arrange to disconnect supply in relation to any non-payment by you while:

- (a) an amount payable is less than any amount specified under *energy laws* from time to time;
- (b) you have an unresolved complaint about the bill with the *Ombudsman* or another external dispute resolution body; or
- (c) the *charge* outstanding is not for the supply or sale of *energy*.

8.8 We will only arrange disconnection of your supply at times, and on days, and within the period permitted by *energy laws*.

No Obligation to Supply

8.9 Nothing in this condition 8 affects the right or obligation of any person under the *energy laws* to refuse to supply, or to arrange for the supply of, *energy* to the *premises* to be disconnected.

8.10 While any disconnection or interruption continues, our obligation to supply the *premises* with *energy* is suspended.

Disconnection not Termination

8.11 Disconnection of the *premises*, for any reason, does not constitute a termination of the Energy Agreement, nor does it prevent us from terminating the Energy Agreement under condition 7.

Reconnection

8.12 We will arrange for you to be reconnected where required by the *energy laws*.

8.13 If your supply has been disconnected as a result of any of the following breaches by you:

- (a) non-payment of a bill;
- (b) your meter not being accessible;
- (c) you obtaining supply otherwise than in accordance with the *energy laws*;
- (d) refusing to provide a *security deposit*; or
- (e) not providing acceptable identification if the *premises* are located in Victoria, and you:
 - (f) rectify this breach within 10 business days of disconnection in accordance with the *energy laws*;
 - (g) comply with all other *energy laws*; and
 - (h) pay any associated *charges* (including reconnection *charges*),

we will arrange for you to be reconnected, upon your request, in accordance with the *energy laws*.

9 SECURITY DEPOSITS

9.1 We may require you to provide us with a *security deposit* in accordance with the *energy laws* if you:

- (a) owe money to other *retailers* which is more than the amount specified under the *energy laws*;
- (b) have illegally used *energy* in the past 2 years (see condition 4.1);
- (c) are a new customer and have refused to provide acceptable identification to us;
- (d) are a *residential customer* and have an unsatisfactory credit rating and you do not accept our offer of an instalment plan;
- (e) are a *business customer* and have an unsatisfactory account payment record or credit rating; or
- (f) we are otherwise permitted under the *energy laws*.

9.2 The amount of the *security deposit* will be calculated in accordance with the *energy laws*.

Time for Payment

9.3 You agree to provide the *security deposit* within 10 days after we request it.

Content

9.4 Cash or securities provided as a *security deposit* are to be transferred to us absolutely and not by way of security.

Use of the Deposit

9.5 We may apply a *security deposit* against, or draw on it for, any amount you owe us under the Energy Agreement in accordance with the *energy laws*, but not otherwise.

9.6 We may set-off against amounts you owe us any money we owe you unrelated to any *security deposit*, in accordance with the *energy laws*. Application of a *security deposit* or the set-off of any amount we owe you does not affect any other right we have against you for amounts you owe us.

Return of the Deposit

9.7 If you pay your bills by their pay-by date for the minimum period specified by the *energy laws* or you cease to take supply at the *premises*, we will return the security deposit, together with accrued interest (if any), in accordance with the *energy laws*.

10 PROVISION OF INFORMATION

10.1 On request, we will provide you with:

- (a) general advice about *energy* efficiency and how to reduce your residential *energy* costs;
- (b) advice about how, from whom and at what estimated cost, a residential customer may arrange for an *energy* audit of *premises*;
- (c) advice on the typical running costs of major domestic appliances;
- (d) historical billing information in accordance with the *energy laws*;
- (e) copies of our Customer Charter, privacy statement and these Agreement Conditions (we may charge a reasonable fee for doing so, where permitted); and
- (f) a copy of other documents or information as required by the *energy laws*, including a copy of the *Energy Retail Code* (in large print if required). If permitted, we may charge a reasonable fee for doing so.

11 PRIVACY

11.1 We will comply with the **Privacy Act 1988** (Cth), the terms of our retail licence and relevant *energy laws*. Details about our commitment to privacy are set out in our privacy statement which is available on request or on our website.

12 LIABILITY**Responsibility**

12.1 We are not responsible for, and you accept all risks in respect of, the control and use of electricity on your side of the *supply point* and the control and use of gas on the *premises*.

Uncontrollable Events

- 12.2 Your or our obligations under the Energy Agreement are suspended to the extent to which they are affected by an event outside your or our control (this does not include an inability to pay money).
- 12.3 The person affected must give prompt notice of the event outside their control, to the other, in accordance with any applicable *energy laws*.

No Warranties

- 12.4 Nothing in this Energy Agreement is to be taken to exclude, restrict or modify any condition or warranty that we are prohibited by law from excluding, restricting or modifying. However, all other conditions and warranties, whether or not implied by law, are excluded.
- 12.5 The **Trade Practices Act 1974** (Cth) and other laws imply conditions and warranties into certain types of agreements for the supply or sale of 'goods' and 'services' (within the meaning of those laws). If any condition or warranty is implied into the Energy Agreement under the **Trade Practices Act 1974** (Cth) or other laws, then our liability (if any) for breach of that condition or warranty in connection with any goods or services we supply under the Energy Agreement, is limited, as far as the law permits and at our option, to resupplying the goods or services (or paying for their resupply).

Exclusion of Liability

12.6 Subject to conditions 12.4 and 12.5, and as far as the law permits, we are not liable for any loss or damage you suffer (including, without limitation, where caused by any negligent or deliberate act or omission by us) arising from:

- (a) for electricity – any fluctuation or distortion (in voltage magnitude, voltage waveform or frequency) or interruption to the supply or from any such supply not being or remaining continuous;
- (b) for gas – any variation or deficiency in quality or pressure, or interruption to the supply or from any such supply not being or remaining continuous;
- (c) in either case, due to:
 - (i) us discontinuing the supply of *energy* under the terms of this Energy Agreement or under any contract with your distributor;
 - (ii) any act or omission (including ones that are negligent or deliberate) of your distributor.

Indemnity

12.7 Section 120 of the National Electricity Law, and any other limitations of liability or immunities granted under *energy laws*, are not limited in their operation or application by anything contained in this Energy Agreement.

Excused from Compliance with Laws

12.8 Notwithstanding our obligation to comply with *energy laws*, if we or your distributor are excused from strict compliance with any aspect of those laws or the application of those laws to us, or your distributor by the regulatory authority responsible for enforcing that aspect of the *energy laws*, we are not obliged under the Energy Agreement to comply with that aspect of the *energy laws* to the extent we are so excused.

12.9 For the purposes of the Energy Agreement, we will not have breached any *energy laws* if we have, or your distributor has, acted under the direction of a relevant regulatory authority or in accordance with the terms of any relief from compliance granted in writing by a regulatory authority.

13 INTERRUPTIONS

13.1 You agree that the supply of *energy* to the *premises* may be interrupted, discontinued or restricted:

- (a) when permitted or required under law or court order;
- (b) for a reason beyond our control;
- (c) by your distributor or the *market and system operator*,
- (d) when there are insufficient quantities of *energy* or system capacity to meet the needs of all users;
- (e) for repairs, testing, maintenance or other works; and
- (f) during an emergency or for reasons of public health or safety or the protection of any person or property.

13.2 In these circumstances, you agree immediately to cease or reduce your *energy* consumption at the *premises* and to comply with the directions of your distributor or us.

13.3 Where reasonably possible and in accordance with *energy laws*, we or your distributor will give you prior notice of interruptions. Notices or directions given under this condition 13 may not comply with condition 15.1.

14 LAST RESORT ARRANGEMENTS

14.1 You may transfer or be transferred as a customer to another *retailer* if *last resort supply arrangements* are implemented with respect to you. For this purpose, we will provide your personal information to that *retailer*.

14.2 This Energy Agreement automatically terminates when that transfer to another *retailer* becomes effective. We are not entitled to any compensation or other payment from you in respect of such a transfer, including the cost incurred by us in relation to the transfer.

15 GENERAL PROVISIONS

Notices

- 15.1 Unless otherwise stated, notices by Us may be given by hand, fax, or post to the address or number advised by you in accordance with condition 3.2(b), and includes a notice contained in a bill.
- 15.2 Unless otherwise stated, notices by you may be given by post to our address set out in condition 2.1(a).
- 15.3 If a notice is sent by post, it is taken to be received 2 *business days* after posting unless received earlier.
- 15.4 Changes to notice details must be notified in writing to the other party.

Variations

- 15.5 We may vary the terms of the Energy Agreement in accordance with *energy laws* by notice in the Government Gazette.

Assignments and Transfers

- 15.6 You may assign or create an interest in your rights under the Energy Agreement only with our prior written consent.
- 15.7 We may assign or otherwise create an interest in our rights under the Energy Agreement with your consent. You agree that we may transfer our rights or obligations under the Energy Agreement to another person as part of the transfer of all or substantially all of our retail sales business. You consent to us doing so and appoint us and any person we authorise to be your attorney to sign any document (including a deed of assignment or novation) or do anything necessary to effect the transfer of our rights or obligations under the Energy Agreement.

Governing Law

- 15.8 This Energy Agreement is governed by the law in force in Victoria.

16 COMPLAINTS AND DISPUTES

Complaint Handling

- 16.1 We will consider any complaint made by you in accordance with the requirements of the *energy laws*. A complaint may be in writing or made orally and must include the reasons for seeking a review of our actions.

Response to Complaint

- 16.2 We must respond to your complaint within the time period specified in the *energy laws*.

Escalation of Complaint

- 16.3 If you are not satisfied with our response to a complaint, you may request that your complaint be raised to a higher level in our organisation.

Referring a Complaint to the *Ombudsman*

- 16.4 You may refer any complaint or dispute arising under the Energy Agreement, or our conduct generally, to the *Ombudsman*, or ask us to do so in your application to us for review. The *Ombudsman's* services (available to you without cost) may be used only if:
 - (a) you have first made a complaint to us and sought review to a higher level under condition 16.3 and you are not satisfied with our further response; and
 - (b) you notified us of your complaint within 1 year of you becoming aware of the event giving rise to the complaint.
- 16.5 In any dispute relating to services provided under the Energy Agreement, we agree to abide by the decision of the *Ombudsman*. You have the option of accepting the *Ombudsman's* decision, but if you do so, the *Ombudsman's* decision is final and binding on you and us.

17 INTERPRETATION

17.1 The following words have these meanings:

authorised person means a person authorised by us to do anything on our behalf under the Energy Agreement;

billing period means the period for which we issue a bill for energy supplied to you under the Energy Agreement;

best endeavours in relation to a person, means the person must act in good faith and do what is reasonably necessary in the circumstances;

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

business day means a day other than a Saturday, Sunday or gazetted public holiday in Victoria;

charges means the amounts payable by you under the Energy Agreement;

connection service means the service of arranging, establishing or increasing the capacity of the connection of the *premises* to the distributor's distribution system and includes maintenance of the *supply point*;

deemed customer means a person who is deemed to have a Deemed Energy Agreement;

energy means either electricity or gas, depending on which is the subject of the Energy Agreement;

energy laws means the *National Electricity Rules*, all applicable pipeline access arrangements, our retail licence, all regulatory documents referred to in that licence and the **Electricity Industry Act 2000** (Vic.) and related regulations, the **Gas Industry Act 2001** (Vic.) and related regulations, the Energy Retail Code and any other laws or codes relating to the supply of *energy*;

gazetted tariff means the tariffs published in the Government Gazette by us from time to time;

GST means a goods and services tax or similar tax;

last resort supply arrangements means the arrangements implemented for the supply of *energy* in the event that our retail licence is suspended or revoked or our right to acquire *energy* is suspended or terminated.

market and system operator means the body that administers the market for wholesale trading in *energy* in the area which encompasses the *premises*;

meter reader means a person authorised to read your meter under the Energy Agreement;

metering charges means the fees and *charges* we incur in arranging and maintaining *metering services* for the *premises*;

metering services includes the installation and maintenance of metering equipment at the *supply point* and collection and processing of the metering data in accordance with the *energy laws* and our requirements;

National Electricity Rules has the same meaning as 'the Rules' in the National Electricity Law;

network charges means the amounts charged by the distributor in connection with *energy* consumed at the *premises*;

Ombudsman means the Energy and Water Ombudsman Victoria;

other distributor charges means any amounts charged to us by your distributor in relation to your agreement with us for the *premises*, including *charges* for *connection services* to the *premises*, disconnection fees and reconnection fees, but does not include *network charges*;

premises means the premises where you take supply of *energy* from us under the Energy Agreement;

residential customer means a customer who purchases *energy* principally for personal, household or domestic use at the *premises*.

retailer means a holder of a retail licence under the relevant *energy laws*;

security deposit (also known as a refundable advance) means cash or other *security deposit*, bank guarantee, parent guarantee, letter of credit or other form of credit support;

small retail customer means:

- (a) for a Standing Energy Agreement, a domestic or small business customer as defined under the **Electricity Industry Act 2000** (Vic.) or the **Gas Industry Act 2001** (Vic.); and
- (a) for a Deemed Energy Agreement, a relevant customer as defined under section 39 of the **Electricity Industry Act 2000** (Vic.) or section 46 of the **Gas Industry Act 2001** (Vic.);

supply equipment means facilities (including the measuring equipment) installed at or near the *supply point* to deliver gas from the network, to regulate that delivery, and to measure the gas quantity withdrawn at the *supply point*;

supply point means the point at which the distributor's distribution system connects to the energy network at the *premises* and includes your meter.

17.2 A reference to:

- (a) the singular includes the plural and vice versa;
- (b) any thing includes the whole and each part of it;
- (c) a document includes any variation or replacement of it;
- (d) law means common law, principles of equity and laws made by parliament (including regulations and other instruments under them (such as orders and determinations), and consolidations, amendments, re-enactments or replacements of them;
- (e) the words 'including', 'such as' or 'for example', are not words of limitation;
- (f) the word 'person' includes an individual, a firm, a body corporate, an unincorporated association or an authority; and
- (g) administration or other costs we incur include our internal costs.

17.3 If any *term* of this Energy Agreement indicates that we have a discretion, we exercise it, in addition to any other ground we specify, reasonably, in order to achieve optimal business efficiency and performance.

Electricity Industry Act 2000

ENERGYAUSTRALIA (ABN 67 505 337 385)

Tariffs effective from 1 January 2009

EnergyAustralia has determined the following tariffs for the supply and sale of electricity to domestic or small business customers under section 35 and relevant customers under section 39 of the **Electricity Industry Act 2000** to be effective from 1 January 2009.

RESIDENTIAL ELECTRICITY – CitiPower Distribution Area

	Ex GST	Inc GST	Unit
Residential Tariff GD and GR Only			
First 1,020 kWh per quarter	14.17000	15.58700	c/kWh
Balance	15.14000	16.65400	c/kWh
Supply Charge	42.70685	46.97753	c/day
Residential Tariffs GD and GR with Off Peak Dedicated Circuits Y6/YT, Y8, J8, J*#			
Anytime Rate – First 1,020 kWh per quarter	14.77000	16.24700	c/kWh
Anytime Rate – Balance	15.70000	17.27000	c/kWh
Off Peak	7.27000	7.99700	c/kWh
Supply Charge	42.70685	46.97753	c/day
Residential Tariffs GD and GR with Off Peak Dedicated Circuits J6/JT*#			
Anytime Rate – First 1,020 kWh per quarter	14.77000	16.24700	c/kWh
Anytime Rate – Balance	15.70000	17.27000	c/kWh
Off Peak	6.80000	7.48000	c/kWh
Supply Charge	42.70685	46.97753	c/day
Winner Tariff GH/GL			
Peak (7 am – 11 pm Monday – Friday)	18.56000	20.41600	c/kWh
Off Peak (All other times)	7.99000	8.78900	c/kWh
Supply Charge	42.70685	46.97753	c/day

* Available only to installations currently taking supply under these tariffs.

Dedicated circuits include the following tariffs:

J6/JT: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y6/YT.

Y6/YT: Available for 6 hours nightly for permanently wired load managed water storage heaters of approved types.

J: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is not taken in conjunction with a storage hot water heating tariff.

J8: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y8.

Y8: Available for 8 hours nightly for permanently wired load managed water storage heaters of approved types.

BUSINESS ELECTRICITY – CitiPower Distribution Area

	Ex GST	Inc GST	Unit
General Purpose Tariff E			
First 1,250 kWh per month	15.23000	16.75300	c/kWh
Balance	15.08000	16.58800	c/kWh
Supply Charge	64.47000	70.91700	c/day
Tariff E1*			
Peak			
First 1,250 kWh per month	15.83000	17.41300	c/kWh
Balance	13.85000	15.23500	c/kWh
Off Peak			
All Consumption	7.20000	7.92000	c/kWh
Supply Charge	82.22000	90.44200	c/day
General Purpose Time-of-Use Tariff D			
Peak (7 am – 11 pm Monday – Friday)	17.93000	19.72300	c/kWh
Off Peak (All other times)	8.10000	8.91000	c/kWh
Supply Charge	84.26000	92.68600	c/day

* Available only to installations currently taking supply under these tariffs.

RESIDENTIAL ELECTRICITY – Powercor Distribution Area

	Ex GST	Inc GST	Unit
Residential Tariff GD and GR Only			
First 1,000 kWh per quarter	15.77000	17.34700	c/kWh
Balance	16.76000	18.43600	c/kWh
Supply Charge	46.50959	51.16055	c/day
Residential Tariffs GD and GR with Off Peak Dedicated Circuits J6/JT, Y6/YT, Y8, J8, J[#]			
Anytime Rate – First 1,000 kWh per quarter	16.58000	18.23800	c/kWh
Anytime Rate – Balance	17.66000	19.42600	c/kWh
Off Peak	7.13000	7.84300	c/kWh
Supply Charge	46.50959	51.16055	c/day
Winner Tariff GH/GL			
Peak (7 am – 11 pm Monday – Friday)			
First 1,000 kWh per quarter	20.37000	22.40700	c/kWh
Balance	20.98000	23.07800	c/kWh
Off Peak (All other times)			
All Consumption	8.00000	8.80000	c/kWh
Supply Charge	46.50959	51.16055	c/day

* Available only to installations currently taking supply under these tariffs.

Dedicated circuits include the following tariffs:

J6/JT: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y6/YT.

Y6/YT: Available for 6 hours nightly for permanently wired load managed water storage heaters of approved types.

J: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is not taken in conjunction with a storage hot water heating tariff.

J8: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y8.

Y8: Available for 8 hours nightly for permanently wired load managed water storage heaters of approved types.

BUSINESS ELECTRICITY – Powercor Distribution Area

	Ex GST	Inc GST	Unit
General Purpose Tariff E			
First 333 kWh per month	16.81000	18.49100	c/kWh
Balance	17.80000	19.58000	c/kWh
Supply Charge	53.00000	58.30000	c/day
Tariff E1*			
Peak			
First 333 kWh per month	18.95000	20.84500	c/kWh
Balance	19.61000	21.57100	c/kWh
Off Peak			
All Consumption	7.10000	7.81000	c/kWh
Supply Charge	55.46000	61.00600	c/day
General Purpose Time-of-Use Tariff D			
Peak (7 am – 11 pm Monday – Friday)			
First 333 kWh per quarter	19.71000	21.68100	c/kWh
Balance	20.13000	22.14300	c/kWh
Off Peak (All other times)			
All Consumption	7.10000	7.81000	c/kWh
Supply Charge	55.46000	61.00600	c/day

* Available only to installations currently taking supply under these tariffs.

RESIDENTIAL ELECTRICITY – Jemena Distribution Area

	Ex GST	Inc GST	Unit
Residential Tariff GD and GR Only			
First 1,020 kWh per quarter	15.61000	17.17100	c/kWh
Balance	15.61000	17.17100	c/kWh
Supply Charge	40.00000	44.00000	c/day

Residential Tariffs GD and GR with Off Peak Dedicated Circuits Y6/YT, Y8, J8, J*

Anytime Rate – First 1,020 kWh per quarter	15.61000	17.17100	c/kWh
Anytime Rate – Balance	15.61000	17.17100	c/kWh
Off Peak – All Consumption	8.05000	8.85500	c/kWh
Supply Charge	40.00000	44.00000	c/day

Residential Tariffs GD and GR with Off Peak Dedicated Circuits J6/JT*

Anytime Rate – First 1,020 kWh per quarter	15.61000	17.17100	c/kWh
Anytime Rate – Balance	15.61000	17.17100	c/kWh
Off Peak – All Consumption	6.93000	7.62300	c/kWh
Supply Charge	40.00000	44.00000	c/day

Winner Tariff GH/GL

Peak (7 am – 11 pm Monday – Friday)	21.50000	23.65000	c/kWh
Off Peak (All other times)	8.05000	8.85500	c/kWh
Supply Charge	40.00000	44.00000	c/day

* Available only to installations currently taking supply under these tariffs.

Dedicated circuits include the following tariffs:

J6/JT: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y6/YT.

Y6/YT: Available for 6 hours nightly for permanently wired load managed water storage heaters of approved types.

J: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is not taken in conjunction with a storage hot water heating tariff.

J8: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff J8.

Y8: Available for 8 hours nightly for permanently wired load managed water storage heaters of approved types.

BUSINESS ELECTRICITY – Jemena Distribution Area

	Ex GST	Inc GST	Unit
Business Tariff Trader E			
First 7,000 kWh per quarter	16.11000	17.72100	c/kWh
Balance	14.39000	15.82900	c/kWh
Supply Charge	56.00000	61.60000	c/day
Business 24/7 Tariff Trader E1*			
Peak (7 am to 11 pm)			
First 5,500 kWh per month	19.12000	21.03200	c/kWh
Balance	14.93000	16.42300	c/kWh
Off Peak (11 pm to 7 am)			
All Consumption	7.15000	7.86500	c/kWh
Supply Charge	60.00000	66.00000	c/day
Business Extender Trader Tariff D			
Peak (7 am – 11 pm Monday – Friday)	19.60000	21.56000	c/kWh
Off Peak (All other times)	7.18000	7.89800	c/kWh
Supply Charge	60.00000	66.00000	c/day

* Available only to installations currently taking supply under these tariffs.

RESIDENTIAL ELECTRICITY – United Energy Distribution Area

	Ex GST	Inc GST	Unit
Residential Tariff GD and GR Only			
All Consumption	15.42000	16.96200	c/kWh
Supply Charge	40.00000	44.00000	c/day
Residential Tariff GD + Off Peak *			
Peak (7 am to 11 pm)	15.42000	16.96200	c/kWh
Off Peak (11 pm to 7 am)	8.31000	9.14100	c/kWh
Supply Charge	40.00000	44.00000	c/day
Residential Tariffs GD and GR with Off Peak Dedicated Circuits Y6/YT, Y8, J8, J*#			
Anytime Rate	15.42000	16.96200	c/kWh
Off Peak Rate	8.31000	9.14100	c/kWh
Supply Charge	40.00000	44.00000	c/day
Residential Tariffs GD and GR with Off Peak Dedicated Circuits J6/JT*#			
Anytime Rate	15.42000	16.96200	c/kWh
Off Peak Rate	7.10000	7.81000	c/kWh
Supply Charge	40.00000	44.00000	c/day
Winner Tariff GH/GL			
Peak (7 am – 11 pm Monday – Friday)	21.12000	23.23200	c/kWh
Off Peak (All other times)	7.86000	8.64600	c/kWh
Supply Charge	40.00000	44.00000	c/day

* Available only to installations currently taking supply under these tariffs.

Dedicated circuits include the following tariffs:

J6/JT: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y6/YT.

Y6/YT: Available for 6 hours nightly for permanently wired load managed water storage heaters of approved types.

J: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is not taken in conjunction with a storage hot water heating tariff.

J8: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff J8.

Y8: Available for 8 hours nightly for permanently wired load managed water storage heaters of approved types.

RESIDENTIAL ELECTRICITY – SP AusNet distribution area

	Ex GST	Inc GST	Unit
Residential Tariff GD and GR Only			
All Consumption	14.46000	15.90600	c/kWh
Supply Charge	44.93151	49.42466	c/day
Residential Tariffs GD and GR with Off Peak Dedicated Circuits J6/JT, Y6/YT, J, J8 and Y8 **			
All Consumption	15.71000	17.28100	c/kWh
Off Peak	8.90000	9.79000	c/kWh
Supply Charge	50.41096	55.45205	c/day
Winner Tariff GH/GL			
Peak (7 am – 11 pm Monday to Friday)	16.96000	18.65600	c/kWh
Off Peak (All other times)	10.62000	11.68200	c/kWh
Supply Charge	53.69863	59.06849	c/day

Available only to installations currently taking supply under these tariffs.

* Dedicated circuits include the following tariffs:

J6/JT: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y6/YT.

Y6/YT: Available for 6 hours nightly for permanently wired load managed water storage heaters of approved types.

J: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is not taken in conjunction with a storage hot water heating tariff.

J8: Available for 7 hours nightly and 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y8.

Y8: Available for 8 hours nightly for permanently wired load managed water storage heaters of approved types.

BUSINESS ELECTRICITY - SP AusNet distribution area

	Ex GST	Inc GST	Unit
General Purpose Time of Use Tariff DHDL			
Peak (7 am – 11 pm Monday to Friday)	18.70000	20.57000	c/kWh
Off Peak (All other times)	11.31000	12.44100	c/kWh
Supply Charge	65.75342	72.32877	c/day
General Purpose Tariff E			
All Consumption	16.57000	18.22700	c/kWh
Supply Charge	59.17808	65.09589	c/day
Tariff E1E2 #			
Peak (7 am – 11 pm Monday to Sunday)	18.70000	20.57000	c/kWh
Off Peak (All other times)	11.90000	13.09000	c/kWh
Supply Charge	85.47945	94.02740	c/day

Available only to installations currently taking supply under these tariffs.

Gas Industry Act 2001

ENERGYAUSTRALIA (ABN 67 505 337 385)

Tariffs effective from 1 January 2009

EnergyAustralia has determined the following tariffs for the supply and sale of gas to domestic or small business customers under section 42 and relevant customers under section 46 of the **Gas Industry Act 2001** to be effective from 1 January 2009.

RESIDENTIAL GAS – SP AusNet Central 1 distribution zone¹

	Ex GST	Inc GST	Unit
Domestic General Tariff 03			
Winter Peak*#			
0 – 3,200 MJ	1.35920	1.49512	c/MJ
> 3,200 MJ	1.08020	1.18822	c/MJ
Off Peak*#			
0 – 3,200 MJ	1.15340	1.26874	c/MJ
> 3,200 MJ	1.01120	1.11232	c/MJ
Supply Charge	35.04660	38.55123	c/day

¹ Relevant EnergyAustralia customers in the SP Ausnet Central 1 distribution zone.

* Winter period applies from 1 June – 30 September inclusive. Off Peak is all other times.

Tariffs are based on a 2-month billing cycle.

RESIDENTIAL GAS – SP AusNet Central 2 distribution zone¹

	Ex GST	Inc GST	Unit
Domestic General Tariff 03			
Winter Peak*#			
0 – 3,500 MJ	1.26000	1.38600	c/MJ
> 3,500 MJ	1.12000	1.23200	c/MJ
Off Peak*#			
0 – 3,500 MJ	1.03000	1.13300	c/MJ
> 3,500 MJ	0.99000	1.08900	c/MJ
Supply Charge	33.50000	36.85000	c/day

¹ SP Ausnet Central 2 distribution zone

Postcodes include: 3011, 3012, 3013, 3015, 3016, 3018, 3019, 3020, 3021, 3022, 3023, 3025, 3026, 3027, 3028, 3031, 3032, 3033, 3034, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 3048, 3049, 3055, 3058, 3059, 3060, 3061, 3062, 3063, 3064, 3428

* Winter period applies from 1 June – 30 September inclusive. Off Peak is all other times.

Tariffs are based on a 2-month billing cycle.

COMMERCIAL GAS - SP AusNet Central 1 distribution zone¹

	Ex GST	Inc GST	Unit
Business Tariff 13, 14, 21, 22			
Winter Peak* ²			
0 – 100,000 MJ	0.97850	1.07635	c/MJ
> 100,000 – 550,000 MJ	0.71730	0.78903	c/MJ
> 550,000 MJ	0.68660	0.75526	c/MJ
Off Peak* ²			
0 to 110,000 MJ	0.91400	1.00540	c/MJ
> 110,000 to 600,000 MJ	0.64130	0.70543	c/MJ
> 600,000 MJ	0.63870	0.70257	c/MJ
Supply Charge#	41.09590	45.20548	c/day

¹ Relevant EnergyAustralia customers in the SP AusNet Central 1 distribution zone.

² Winter peak period applies from 1 June to 30 September inclusive. Off Peak is all other times.

* Tariffs are based on a 2-month billing cycle.

Meter / Regulator capacity:

Tariff 13 – Commercial Meter/Regulator capacity up to 100 m3/hr

Tariff 14 – Commercial Meter/Regulator capacity from 100.1 m3/hr to 850 m3/hr

Tariff 21 – Industrial Meter/Regulator capacity up to 100 m3/hr

Tariff 22 – Industrial Meter/Regulator capacity from 100.1 m3/hr to 850 m3/hr

COMMERCIAL GAS – SP AusNet Central 2 distribution zone¹

	Ex GST	Inc GST	Unit
Commercial Tariff CI			
Winter Peak* [#]			
0 to 110,000 MJ	1.04500	1.14950	c/MJ
> 110,000 to 600,000 MJ	0.75400	0.82940	c/MJ
> 600,000 MJ	0.54400	0.59840	c/MJ
Off Peak* [#]			
0 to 110,000 MJ	0.94500	1.03950	c/MJ
> 110,000 to 600,000 MJ	0.59500	0.65450	c/MJ
> 600,000 MJ	0.49500	0.54450	c/MJ
Supply Charge	42.00000	46.20000	c/day

¹ SP AusNet Central 2 distribution zone

Postcodes include: 3011, 3012, 3013, 3015, 3016, 3018, 3019, 3020, 3021, 3022, 3023, 3025, 3026, 3027, 3028, 3031, 3032, 3033, 3034, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 3048, 3049, 3055, 3058, 3059, 3060, 3061, 3062, 3063, 3064, 3428

* Winter peak period applies from 1 June to 30 September inclusive. Off Peak is all other times.

Tariffs are based on a 2-month billing cycle.

RESIDENTIAL GAS – Multinet 1 distribution zone¹

	Ex GST	Inc GST	Unit
Domestic General Tariff 03			
Winter Peak*#			
0 – 6,000 MJ	1.20620	1.32682	c/MJ
> 6,000 – 9,000 MJ	0.88000	0.96800	c/MJ
> Over 9,000 MJ	0.62500	0.68750	c/MJ
Off Peak*#			
0 – 6,000 MJ	1.12130	1.23343	c/MJ
> 6,000 – 9,000 MJ	0.80780	0.88858	c/MJ
> 9,000 MJ	0.59270	0.65197	c/MJ
Supply Charge	38.01200	41.81320	c/day

¹ Multinet 1 distribution zone

Postcodes include: 3004, 3006, 3097, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3111, 3113, 3114, 3115, 3116, 3122, 3124, 3125, 3126, 3127, 3128, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3140, 3141, 3142, 3143, 3144, 3145, 3146, 3147, 3148, 3149, 3151, 3153, 3154, 3155, 3159, 3181, 3765, 3766, 3767, 3770, 3781, 3782, 3783, 3887, 3788, 3789, 3791, 3792, 3793, 3795, 3796

* Winter period applies from 1 May – 31 October inclusive. Off Peak is all other times.

Tariffs are based on a 2-month billing cycle.

RESIDENTIAL GAS – Multinet 2 distribution zone¹

	Ex GST	Inc GST	Unit
Domestic General Tariff 03			
Winter Peak *#			
0 to 3,500 MJ	1.11000	1.22100	c/MJ
> 3,500 MJ	0.96000	1.05600	c/MJ
Off Peak *#			
0 to 3,500 MJ	1.06000	1.16600	c/MJ
> 3,500 MJ	0.83000	0.91300	c/MJ
Supply Charge	33.50000	36.85000	c/day

¹ Multinet 2 distribution zone

Postcodes include: 3150, 3152, 3156, 3158, 3160, 3161, 3162, 3163, 3165, 3166, 3167, 3168, 3169, 3170, 3171, 3172, 3173, 3174, 3175, 3177, 3178, 3179, 3180, 3182, 3183, 3184, 3185, 3186, 3187, 3188, 3189, 3190, 3191, 3192, 3193, 3194, 3195, 3196, 3197, 3202, 3204, 3205, 3206, 3207, 3785, 3786, 3802

* Winter peak period applies from 1 June to 30 September inclusive. Off Peak is all other times.

Tariffs are based on a 2-month billing cycle.

COMMERCIAL GAS – Multinet 1 distribution zone¹

	Ex GST	Inc GST	Unit
Commercial / Industrial Tariff 13/21			
Winter Peak* ²			
0 – 15,000 MJ	1.03290	1.13619	c/MJ
> 15,000 – 61,000 MJ	0.75990	0.83589	c/MJ
> 61,000 – 91,000 MJ	0.66040	0.72644	c/MJ
> 91,000 – 304,000 MJ	0.60990	0.67089	c/MJ
> 304,000 MJ	0.54530	0.59983	c/MJ
Off Peak* ²			
0 – 15,000 MJ	0.96310	1.05941	c/MJ
> 15,000 – 61,000 MJ	0.72760	0.80036	c/MJ
> 61,000 – 91,000 MJ	0.63320	0.69652	c/MJ
> 91,000 – 304,000 MJ	0.58690	0.64559	c/MJ
> 304,000 MJ	0.53540	0.58894	c/MJ
Supply Charge#	48.38000	53.21800	c/day

¹ Multinet 1 distribution zone

Postcodes include: 3004, 3006, 3097, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3111, 3113, 3114, 3115, 3116, 3122, 3124, 3125, 3126, 3127, 3128, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3140, 3141, 3142, 3143, 3144, 3145, 3146, 3147, 3148, 3149, 3151, 3153, 3154, 3155, 3159, 3181, 3765, 3766, 3767, 3770, 3781, 3782, 3783, 3887, 3788, 3789, 3791, 3792, 3793, 3795, 3796

² Tariffs are based on a 2-month billing cycle.

* Winter period applies from 1 May – 31 October inclusive. Off Peak is all other times.

Meter / Regulator capacity up to 100.1 m³/hr

COMMERCIAL GAS – Multinet 2 distribution zone¹

	Ex GST	Inc GST	Unit
Commercial Tariff CI²			
Winter Peak*#			
0 to 110,000 MJ	0.94100	1.03510	c/MJ
> 110,000 to 600,000 MJ	0.71800	0.78980	c/MJ
> 600,000 MJ	0.48700	0.53570	c/MJ
Off Peak*#			
0 to 110,000 MJ	0.78100	0.85910	c/MJ
> 110,000 to 600,000 MJ	0.54000	0.59400	c/MJ
> 600,000 MJ	0.48800	0.53680	c/MJ
Supply Charge	50.00000	55.00000	c/day

¹ Multinet 2 distribution zone

Postcodes include: 3150, 3152, 3156, 3158, 3160, 3161, 3162, 3163, 3165, 3166, 3167, 3168, 3169, 3170, 3171, 3172, 3173, 3174, 3175, 3177, 3178, 3179, 3180, 3182, 3183, 3184, 3185, 3186, 3187, 3188, 3189, 3190, 3191, 3192, 3193, 3194, 3195, 3196, 3197, 3202, 3204, 3205, 3206, 3207, 3785, 3786, 3802

² Tariff CI replaces Tariff 13, 14, 21 and 22.

* Winter peak period applies from 1 June to 30 September inclusive. Off Peak is all other times.

Tariffs are based on a 2-month billing cycle.

RESIDENTIAL GAS – Envestra North distribution zone¹

	Ex GST	Inc GST	Unit
Domestic General Tariff 03			
Winter Peak*#			
0 – 4,000 MJ	1.13960	1.25356	c/MJ
> 4,000 – 12,000 MJ	1.07040	1.17744	c/MJ
> 12,000 MJ	0.81750	0.89925	c/MJ
Off Peak*#			
0 – 4,000 MJ	1.09040	1.19944	c/MJ
> 4,000 – 12,000 MJ	1.03640	1.14004	c/MJ
> 12,000 MJ	0.79080	0.86988	c/MJ
Supply Charge	35.71000	39.28100	c/day

¹ Envestra North distribution zone

Postcodes include: 3561, 3564, 3616, 3618, 3620, 3621, 3623, 3624, 3629, 3630, 3631, 3658, 3659, 3660, 3662, 3666, 3672, 3677, 3678, 3690, 3691, 3694, 3751, 3753, 3756, 3757, 3763, 3764, 3775

* Winter period applies from 1 June – 30 September inclusive. Off Peak is all other times.

Tariffs are based on a 2-month billing cycle.

COMMERCIAL GAS – Envestra North distribution zone¹

	Ex GST	Inc GST	Unit
Commercial / Industrial Tariff 13/21			
Winter Peak* ²			
0 – 12,000 MJ	1.11100	1.22210	c/MJ
> 12,000 – 86,000 MJ	0.85790	0.94369	c/MJ
> Over 86,000 MJ	0.72150	0.79365	c/MJ
Off Peak ²			
0 – 12,000 MJ	1.07480	1.18228	c/MJ
> 12,000 – 86,000 MJ	0.82580	0.90838	c/MJ
> 86,000 MJ	0.69980	0.76978	c/MJ
Supply Charge#	44.96000	49.45600	c/day

¹ Envestra North distribution zone

Postcodes include: 3561, 3564, 3616, 3618, 3620, 3621, 3623, 3624, 3629, 3630, 3631, 3658, 3659, 3660, 3662, 3672, 3666, 3677, 3678, 3690, 3691, 3694, 3751, 3753, 3756, 3757, 3763, 3764, 3775

² Tariffs are based on a 2-month billing cycle.

* Winter period applies from 1 June – 30 September inclusive. Off Peak is all other times.

Meter / Regulator capacity up to 100.1 m³/hr

RESIDENTIAL GAS - Envestra Central 1 distribution zone¹

	Ex GST	Inc GST	Unit
Domestic General Tariff 03			
Winter Peak*#			
0 – 4,000 MJ	1.12800	1.24080	c/MJ
> 4,000 – 12,000 MJ	0.98840	1.08724	c/MJ
> 12,000 MJ	0.83170	0.91487	c/MJ
Off Peak**			
0 – 4,000 MJ	1.11680	1.22848	c/MJ
> 4,000 – 12,000 MJ	0.97080	1.06788	c/MJ
> 12,000 MJ	0.80410	0.88451	c/MJ
Supply Charge	35.71000	39.28100	c/day

¹ Envestra Central 1 distribution zone

Postcodes include: 3139, 3175, 3198, 3199, 3200, 3201, 3755, 3760, 3761, 3777, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3816, 3818, 3820, 3822, 3823, 3824, 3825, 3840, 3842, 3844, 3847, 3850, 3851, 3852, 3860, 3910, 3911, 3912, 3913, 3915, 3916, 3918, 3919, 3920, 3921, 3926, 3927, 3928, 3929, 3930, 3931, 3933, 3934, 3936, 3937, 3938, 3939, 3940, 3941, 3942, 3943, 3944, 3975, 3976, 3977, 3978, 3980, 3981, 3984, 3987

* Winter period applies from 1 June – 30 September inclusive. Off Peak is all other times.

Tariffs are based on a 2-month billing cycle.

RESIDENTIAL GAS – Envestra Central 2 distribution zone¹

	Ex GST	Inc GST	Unit
Domestic General Tariff 03			
Winter Peak*#			
0 – 3,200 MJ	1.11090	1.22199	c/MJ
> 3,200 MJ	0.98020	1.07822	c/MJ
Off Peak**			
0 – 3,200 MJ	1.04290	1.14719	c/MJ
> 3,200 MJ	0.93080	1.02388	c/MJ
Supply Charge	35.21100	38.73205	c/day

¹ Relevant EnergyAustralia customers in the Envestra Central 2 distribution zone.

* Winter period applies from 1 June – 30 September inclusive. Off Peak is all other times.

Tariffs are based on a 2-month billing cycle.

COMMERCIAL GAS – Envestra Central 1 distribution zone¹

	Ex GST	Inc GST	Unit
Commercial / Industrial Tariff 13/21			
Winter Peak* ²			
0 – 12,000 MJ	1.01890	1.12079	c/MJ
> 12,000 – 86,000 MJ	0.82950	0.91245	c/MJ
> Over 86,000 MJ	0.63920	0.70312	c/MJ
Off Peak* ²			
0 – 12,000 MJ	0.99210	1.09131	c/MJ
> 12,000 – 86,000 MJ	0.80360	0.88396	c/MJ
> 86,000 MJ	0.62410	0.68651	c/MJ
Supply Charge#	44.96000	49.45600	c/day

¹ Envestra Central 1 distribution zone

Postcodes include: 3139, 3175, 3198, 3199, 3200, 3201, 3755, 3760, 3761, 3777, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3816, 3818, 3820, 3822, 3823, 3824, 3825, 3840, 3842, 3844, 3847, 3850, 3851, 3852, 3860, 3910, 3911, 3912, 3913, 3915, 3916, 3918, 3919, 3920, 3921, 3926, 3927, 3928, 3929, 3930, 3931, 3933, 3934, 3936, 3937, 3938, 3939, 3940, 3941, 3942, 3943, 3944, 3975, 3976, 3977, 3978, 3980, 3981, 3984, 3987

² Tariffs are based on a 2-month billing cycle.

* Winter period applies from 1 June – 30 September inclusive. Off Peak is all other times.

Meter / Regulator capacity up to 100.1 m³/hr

COMMERCIAL GAS – Envestra Central 2 distribution zone¹

	Ex GST	Inc GST	Unit
Business Tariff 13, 14 ,21, 22			
Winter Peak* ²			
0 – 100,000 MJ	0.92950	1.02245	c/MJ
> 100,000 – 550,000 MJ	0.69130	0.76043	c/MJ
> 550,000 MJ	0.67200	0.73920	c/MJ
Off Peak* ²			
0 – 100,000 MJ	0.85230	0.93753	c/MJ
> 100,000 – 550,000 MJ	0.61500	0.67650	c/MJ
> 550,000 MJ	0.61500	0.67650	c/MJ
Supply Charge#	39.64932	43.61425	c/day

¹ Relevant EnergyAustralia customers in the Envestra Central 2 distribution zone.

² Tariffs are based on a 2-month billing cycle.

* Winter period applies from 1 June – 30 September inclusive. Off Peak is all other times.

Meter / Regulator capacity:

Tariff 13 – Commercial Meter/Regulator capacity up to 100 m³/hr

Tariff 14 – Commercial Meter/Regulator capacity from 100.1 m³/hr to 850 m³/hr

Tariff 21 – Industrial Meter/Regulator capacity up to 100 m³/hr

Tariff 22 – Industrial Meter/Regulator capacity from 100.1 m³/hr to 850 m³/hr

RESIDENTIAL GAS – SP AusNet West distribution zone¹

	Ex GST	Inc GST	Unit
Domestic General Tariff 03			
Winter Peak*#			
0 – 3,200 MJ	1.24180	1.36598	c/MJ
> 3,200 MJ	1.09300	1.20230	c/MJ
Off Peak*#			
0 – 3,200 MJ	1.05620	1.16182	c/MJ
> 3,200 MJ	0.92690	1.01959	c/MJ
Supply Charge	34.45480	37.90028	c/day

¹ Relevant EnergyAustralia customers in the SP AusNet West distribution zone.

* Winter period applies from 1 June – 30 September inclusive. Off Peak is all other times.

Tariffs are based on a 2-month billing cycle.

RESIDENTIAL GAS – SP AusNet West distribution zone¹

	Ex GST	Inc GST	Unit
Business Tariff 13, 14 ,21, 22			
Winter Peak* ²			
0 – 100,000 MJ	0.99520	1.09472	c/MJ
> 100,000 – 550,000 MJ	0.75010	0.82511	c/MJ
> 550,000 MJ	0.73860	0.81246	c/MJ
Off Peak* ²			
0 – 100,000 MJ	0.92210	1.01431	c/MJ
> 100,000 – 550,000 MJ	0.69250	0.76175	c/MJ
> 550,000 MJ	0.68470	0.75317	c/MJ
Supply Charge#	41.6877	45.85647	c/day

¹ Relevant EnergyAustralia customers in the SP AusNet West distribution zone.

² Tariffs are based on a 2-month billing cycle.

* Winter period applies from 1 June – 30 September inclusive. Off Peak is all other times.

Meter / Regulator capacity:

Tariff 13 – Commercial Meter/Regulator capacity up to 100 m³/hr

Tariff 14 – Commercial Meter/Regulator capacity from 100.1 m³/hr to 850 m³/hr

Tariff 21 – Industrial Meter/Regulator capacity up to 100 m³/hr

Tariff 22 – Industrial Meter/Regulator capacity from 100.1 m³/hr to 850 m³/hr

Planning and Environment Act 1987

CAMPASPE PLANNING SCHEME

Notice of Approval of Amendment
Amendment C56

The Campaspe Shire Council has approved Amendment C56 to the Campaspe Planning Scheme.

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

The Amendment rezones part of the subject land on Lot 1 of TP617592T, Parish of Kyabram, commonly known as 76 Union Street, Kyabram, from Residential 1 (R1Z) to business (B1Z).

The Amendment was approved by the Campaspe Shire Council on 16 September 2008 in accordance with authorisation given by the Minister under section 11(1) of the **Planning and Environment Act 1987** on 6 December 2007. The authorisation has not been withdrawn.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Campaspe Shire Council, corner Heygarth and Hare Streets, Echuca, and 19 Lake Road, Kyabram.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

CASEY PLANNING SCHEME

Notice of Approval of Amendment
Amendment C106

The Minister for Planning has approved Amendment C106 to the Casey Planning Scheme.

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

The Amendment applies to the following land:

- 780 Cranbourne–Frankston Road, Cranbourne South (Lot 1 on LP 13569);
- 785 Cranbourne–Frankston Road, Cranbourne South (Lot 1 on TP 211156D);
- 825 Cranbourne–Frankston Road, Cranbourne West (Lot 2 on PS 434556E);
- 1070 Cranbourne–Frankston Road, Cranbourne (Lot YY on PS 544571U); and,
- 860 Ballarto Road, Cranbourne South (Lot 2 on PS 309880U).

The Amendment applies a Public Acquisition Overlay (PAO1) to part of the subject land, which is located at the intersection of Cranbourne–Frankston Road, Ballarto Road and Pearcedale Road, to provide for the public acquisition of land by the Roads Corporation (VicRoads) required for the Cranbourne–Frankston Road duplication project.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Casey City Council, Magid Drive, Narre Warren.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987GREATER GEELONG
PLANNING SCHEMENotice of Approval of Amendment
Amendment C138

The Minister for Planning has approved Amendment C138 to the Greater Geelong Planning Scheme.

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

The Amendment incorporates the Armstrong Creek Framework Plan in the Schedule to Clause 81.01; modifies Clause 21.08 'Urban Growth'; updates Clause 21.40 'Armstrong Creek Urban Growth Area' and inserts Clause 21.41 'Monitoring and Review'; updates Schedule 1 to the Environmental Significance Overlay and

Schedule 1 to the Vegetation Protection Overlay, changes the application of Schedule 1 and Schedule 2 to the Environmental Significance Overlay, Schedule 1 to the Vegetation Protection Overlay and the Special Building Overlay; replaces the Schedule at Clause 52.01, and updates the table of contents and the list of maps in the Schedule to Clause 61.03.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the City of Greater Geelong, 131 Myers Street, Geelong.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

GREATER GEELONG
PLANNING SCHEME

Notice of Approval of Amendment
Amendment C148

The Minister for Planning has approved Amendment C148 to the Greater Geelong Planning Scheme.

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

The Amendment rezones 128–168 Christies Road, Leopold, from a Farming Zone to a Residential 1 Zone and applies a new Schedule 17 to the Development Plan Overlay (DPO17) and the existing Schedule 14 to the Design and Development Overlay (DDO14) to the land.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the City of Greater Geelong, 131 Myers Street, Geelong.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

GREATER GEELONG
PLANNING SCHEME

Notice of Approval of Amendment
Amendment C170

The Minister for Planning has approved Amendment C170 to the Greater Geelong Planning Scheme.

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

The Amendment introduces Clause 37.07 ‘Urban Growth Zone’ and applies the Urban Growth Zone to the Farming Zone land in the Armstrong Creek Urban Growth Area.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the City of Greater Geelong, 131 Myers Street, Geelong.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

GREATER SHEPPARTON
PLANNING SCHEME

Notice of Approval of Amendment
Amendment C90

The Minister for Planning has approved Amendment C90 to the Greater Shepparton Planning Scheme.

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

The Amendment rezones 52–56 Graham Street, Shepparton, the Residential 1 Zone to the Business 1 Zone, and amends the Schedule to the Business 1 Zone.

The Minister has granted the following permit(s) under Division 5 Part 4 of the Act:
Permit No.: 2007–393;
Description of land: 52–56 Graham Street, Shepparton. (Lots 95, 114, and 115, on PS 071956 Volume 08697 Folio 222);

to use the land for a medical centre, a reduction in car parking requirements, vary bicycle requirements, waiving of loading and unloading facilities and associated buildings and works in the Business 1 Zone in accordance with endorsed plans forming part of the permit.

A copy of the Amendment and permit/s can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the office of the Greater Shepparton City Council, 90 Welsford Street, Shepparton.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

HORSHAM PLANNING SCHEME

Notice of Approval of Amendment

Amendment C25 Part 1

The Minister for Planning has approved Amendment C25 Part 1 to the Horsham Planning Scheme.

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

The Amendment rezones land in Plumpton Road, Horsham, land used for the Horsham Aerodrome, land adjacent to the Horsham Aerodrome, and land in Madden and Bakers Streets; places the Environmental Audit Overlay over several properties in central Horsham; makes a number of changes to the Municipal Strategic Statement that address industrial development. The Amendment implements parts of the Wimmera Industrial Land Capability Study.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Horsham Rural City Council, Roberts Avenue, Horsham.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

MOIRA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C47

The Minister for Planning has approved Amendment C47 to the Moira Planning Scheme.

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

The Amendment specifies the Minister for Planning as the responsible authority to issue planning certificates.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Moira Shire Council, 44 Station Street, Cobram.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

SOUTH GIPPSLAND PLANNING SCHEME

Notice of Approval of Amendment

Amendment C9 Part 2

The Minister for Planning has approved Amendment C9 Part 2 to the South Gippsland Planning Scheme.

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

The Amendment includes a number of properties within a Heritage Overlay in the South Gippsland Planning Scheme.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the South Gippsland Shire Council, Smith Street, Leongatha.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

SWAN HILL PLANNING SCHEME

Notice of Approval of Amendment

Amendment C30

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

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

The Amendment will rezone land known as Township of Swan Hill Allotment 2015 from the Residential 1 Zone to Public Use Zone 7 for the use and development of the land as an Emergency Services Complex.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Swan Hill Rural City Council, 45 Splatt Street, Swan Hill 3585.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

WHITEHORSE PLANNING SCHEME

Notice of Approval of Amendment

Amendment C107

The Minister for Planning has approved Amendment C107 to the Whitehorse Planning Scheme.

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

The Amendment rezones land at 1 Kangerong Road, Box Hill, from a Residential 1 Zone to a Public Use Zone 7 (Other public use) and includes the site in the Schedule to the Public Use Zone to facilitate the development of a new police station.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and

free of charge, during office hours, at the offices of the Whitehorse City Council, 379–397 Whitehorse Road, Nunawading.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

SOUTH GIPPSLAND

PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C9 Part 3

The South Gippsland Shire Council has resolved to abandon Amendment C9 Part 3 to the South Gippsland Planning Scheme.

Amendment C9 Part 3 proposed heritage controls over the following sites:

- HO119, Tarwin Park dwelling;
- HO122, Toora Fire Station;
- HO34, Fish Creek Primary School;
- HO60, Korumburra State School;
- HO75, Leongatha Croquet Club – clubhouse building;
- HO85, Mardan Hall;
- HO87, Meeniyah State School;
- HO94, Mirboo North Memorial Higher Elementary School;
- HO101, Mount Eccles Public Hall; and
- HO106, Poowong Consolidated School.

Amendment C9 Part 3 lapsed on 21 October 2008.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

ORDERS IN COUNCIL

Crown Land (Reserves) Act 1978

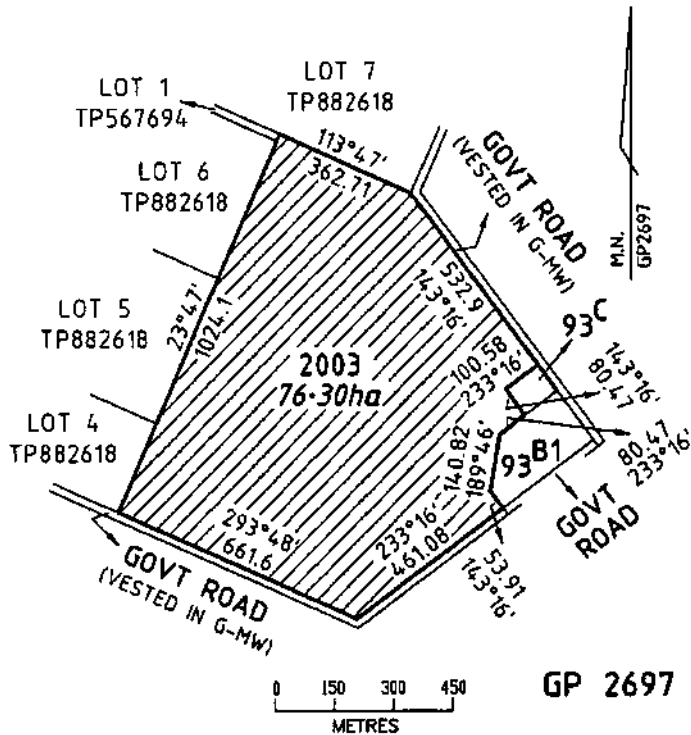
**CROWN LAND TEMPORARILY RESERVED – ASHMEAD SWAMP
[PART LAKE MOKOAN]**

Order in Council

The Governor in Council under section 4(1) of the **Crown Land (Reserves) Act 1978** temporarily reserves the following Crown land which in his opinion is required for the purpose mentioned:—

**MUNICIPAL DISTRICT OF THE
BENALLA RURAL CITY COUNCIL**

WINTON – Public Purposes (Restoration of Wetlands, Recreation and Tourism), area 76.30 hectares, being Crown Allotment 2003, Parish of Winton, as indicated by hatching on plan GP2697 hereunder. – (GP2697)



This Order is effective from the date on which it is published in the Government Gazette.

Dated 2 December 2008

Responsible Minister

GAVIN JENNINGS

Minister for Environment and Climate Change

RYAN HEATH
Clerk of the Executive Council

Disability Act 2006APPOINTMENT OF ADMINISTRATOR TO WESTNET
(WESTERN EDUCATION, SUPPORT AND TRAINING NETWORK) INCORPORATED
Order in Council

The Governor in Council, under section 102(2) of the **Disability Act 2006** ('the Act'), appoints Brian Anthony Joyce as administrator of WestNet (Western Education, Support and Training Network) Incorporated with effect from the date of publication of this Order in the Government Gazette until the Governor in Council declares that the administrator ceases to be the administrator under section 102(10) of the Act.

Dated 2 December 2008

Responsible Minister:

LISA NEVILLE

Minister for Community Services

RYAN HEATH
Clerk of the Executive Council

Disability Act 2006APPOINTMENT OF ADMINISTRATOR TO WESTNET
(WESTERN EDUCATION, SUPPORT AND TRAINING NETWORK) INCORPORATED
SCHEDULE TO THE ORDER IN COUNCIL**1. Appointment Arrangements**

The appointment is part-time.

2. The Period of Appointment

The appointment of Mr Brian Anthony Joyce is from the date of publication of this Order in Council in the Government Gazette until the Governor in Council declares that the administrator ceases to be the administrator under section 102(10) of the **Disability Act 2006** ('the Act').

3. Responsibilities and Duties

Section 102(4)(a) of the Act provides that the administrator is deemed to be the committee of management of the disability service provider to the extent that the Minister considers necessary for the purpose of performing functions under the Act or under a contract or agreement under the Act.

4. Termination Arrangements

Section 102(10) of the Act states that the Governor in Council may by Order in Council published in the Government Gazette declare that on the day specified in the Order in Council, the administrator ceases to be the administrator.

5. Payment Provisions

Section 102(8) of the Act provides that the salary of the administrator and any expenses of the administrator necessarily incurred in the administration are to be paid by the Secretary to the Department of Human Services. The administrator will be paid \$1,000 a day, three days a week. The expenses of the administrator will also be paid, in addition to GST.

6. Superannuation Obligations

Superannuation obligations will be paid by the employer in accordance with the Commonwealth **Superannuation Guarantee (Administration) Act 1992**.

7. Travel and Personal Expenses Arrangements

Refer to point 5 above.

8. Leave Arrangements

There are no leave provisions for this position.

9. Prior Service

Not applicable.

**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:

152. *Statutory Rule:* Stalking Intervention Orders Regulations 2008
Authorising Act: Stalking Intervention Orders Act 2008
Date of making: 2 December 2008
153. *Statutory Rule:* Family Violence Protection Regulations 2008
Authorising Act: Family Violence Protection Act 2008
Date of making: 2 December 2008
154. *Statutory Rule:* Victorian Workers' Wages Protection (Exceptions) Regulations 2008
Authorising Act: Victorian Workers' Wages Protection Act 2007
Date of making: 2 December 2008
155. *Statutory Rule:* Metropolitan Fire Brigades (General) (Charges Amendment) Regulations 2008
Authorising Act: Metropolitan Fire Brigades Act 1958
Date of making: 2 December 2008

**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, 505 Little Collins Street, Melbourne on the date specified:

140. *Statutory Rule:* Second-Hand Dealers and Pawnbrokers Regulations 2008
Authorising Act: Second-Hand Dealers and Pawnbrokers Act 1989
Date first obtainable: 4 December 2008
Code B
141. *Statutory Rule:* Second-Hand Dealers and Pawnbrokers (Exemption) Regulations 2008
Authorising Act: Second-Hand Dealers and Pawnbrokers Act 1989
Date first obtainable: 4 December 2008
Code A
142. *Statutory Rule:* Trade Measurement Amendment (Standard Wine Package Marking) Regulations 2008
Authorising Acts: Trade Measurement Act 1995
Trade Measurement (Administration) Act 1995
Date first obtainable: 4 December 2008
Code A

143. *Statutory Rule:* Liquor Control Reform Amendment (Fees) Regulations 2008
Authorising Act: Liquor Control Reform Act 1998
Date first obtainable: 4 December 2008
Code A

144. *Statutory Rule:* Motor Car Traders Regulations 2008
Authorising Act: Motor Car Traders Act 1986
Date first obtainable: 4 December 2008
Code D

145. *Statutory Rule:* Cemeteries and Crematoria Amendment Regulations 2008
Authorising Act: Cemeteries and Crematoria Act 2003
Date first obtainable: 4 December 2008
Code A

146. *Statutory Rule:* Police Integrity (Legal Assistance for Witnesses) Regulations 2008
Authorising Act: Police Integrity Act 2008
Date first obtainable: 4 December 2008
Code A

147. *Statutory Rule:* County Court (Chapter I Amendment No. 25) Rules 2008
Authorising Act: County Court Act 1958
Date first obtainable: 4 December 2008
Code C

148. *Statutory Rule:* County Court Civil Procedure Rules 2008
Authorising Act: County Court Act 1958
Date first obtainable: 4 December 2008
Code N

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P	737–800	\$63.00

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