



# Victoria Government Gazette

By Authority of Victorian Government Printer

**No. G 11 Thursday 13 March 2008**

[www.gazette.vic.gov.au](http://www.gazette.vic.gov.au)

**GENERAL**

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**TABLE OF PROVISIONS**


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Private Advertisements	
Aerodrome Landing Fees – Essendon Airport Pty Ltd	496
Estates of Deceased Persons	
A. B. Natoli Pty	496
Bruce M. Cook & Associates	497
Dwyer, Mahon & Robertson	497
Harris & Chambers Lawyers	497
Lyttletons	497
Macpherson + Kelley	498
Morton Watson and Young	498
Patrick Cash & Associates	498
Septimus Jones & Lee	498
Stidston & Williams Weblaw	498
Tolhurst Druce & Emmerson	499
Trust Company Limited	499
Verna A. Cook	499
W. J. Gilbert & Co.	499
Wisewoulds	499
Government and Outer Budget Sector	
Agencies Notices	501
Orders in Council	548
Acts: Health Services;	
Land;	
Local Government;	
Shop Trading Reform	

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**Advertisers Please Note**

As from 13 March 2008

The last Special Gazette was No. 62 dated 12 March 2008.

The last Periodical Gazette was No. 2 dated 26 October 2007.

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- 1 Treasury Place, Melbourne (behind the Old Treasury Building)
-

**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)  
EASTER HOLIDAYS 2008**

**Please Note:**

The Victoria Government Gazette published immediately after Easter (G13/08) will be published on **Thursday 27 March 2008**.

**Copy deadlines:**

Private Advertisements **9.30 am on Thursday 20 March 2008**

Government and Outer

Budget Sector Agencies Notices **9.30 am on Tuesday 25 March 2008**

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

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**VICTORIA GOVERNMENT GAZETTE**

**Subscribers and Advertisers**

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JENNY NOAKES  
Government Gazette Officer

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## PRIVATE ADVERTISEMENTS

### Aerodrome Landing Fees Act 2003

Essendon Airport Pty Ltd gives notice that the following fees have, under the **Aerodrome Landing Fees Act 2003** ('Act'), been fixed and operate at Essendon Airport on and from 15 March 2008.

1. A fee per arrival for a:
  - (a) fixed wing aircraft, of \$15 per 1,000 kilograms (pro-rata) of the aircraft's maximum take-off weight with a minimum charge per arrival of \$30; and
  - (b) rotary wing aircraft, of \$10 per 1,000 kilograms (pro-rata) of the aircraft's maximum take-off weight with a minimum charge per arrival of \$15.
2. A fee per training flight approach (as defined under the Act) for a:
  - (a) fixed wing aircraft that touches the runway, \$15 per 1,000 kilograms (pro-rata) of the aircraft's maximum take-off weight with a minimum charge per arrival of \$30; and
  - (b) rotary wing aircraft that touches the runway, of \$10 per 1,000 kilograms (pro-rata) of the aircraft's maximum take-off weight with a minimum charge per arrival of \$15; and
  - (c) fixed wing aircraft or a rotary wing aircraft that does not touch the runway, \$10.
3. A fee for parking of a:
  - (a) fixed wing aircraft with a maximum take-off weight under 5,000 kilograms, of \$10 per day; and
  - (b) fixed wing aircraft with a maximum take-off weight of 5,000 kilograms or more, of \$50 per day; and
  - (c) rotary wing aircraft of \$50 per day.

These parking fees are not payable in any consecutive 3 month period (from the date the aircraft last landed at the Airport) provided an aircraft averages 1 landing per month in that consecutive 3 month period.
4. Aircraft not registered in Australia must, in addition to paying the above fees, pay a fee of \$35 per monthly invoice.

The above fees do not include GST. Please refer to [www.essendonairport.com.au](http://www.essendonairport.com.au) for further information.

Re: DESPINA DAMIANOS, late of 25 Collins Street, Bulleen, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 30 September 2007, are required by Michael Savas Damianos and Constantine Anastasias Damianos, the executors of the deceased's Will, to send particulars of their claim to the said executors, care of the undermentioned solicitors, by a date not later than two months from the date of the publication hereof, after which date they will convey or distribute the assets, having regard only to the claims which they have notice.

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

Re: SHEILA BARBARA GRAY, late of 603 Riversdale Road, Camberwell, Victoria, but formerly of 10 Vista Avenue, Kew, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovementioned deceased, who died on 28 December 2007, are required by Barbara Helen Prendergast and Gillian Maureen Morgan, the executors of the deceased's Will, to send particulars of their claim to the said executors, care of the undermentioned solicitors, by a date not later than two months from the date of the publication hereof, after which date they will convey or distribute the assets, having regard only to the claims which they have notice.

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

Re: SONIA ESTHER HOROWITZ-YOUNG, late of 4/109 Princess Street, Kew, Victoria, musician, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 17 September 2007, are required by Benzion Horwitz, Marilyn Horwitz, Paul Morris Natoli and Gregory James Lack, the executors of the deceased's Will, to send particulars of their claim to the said executors, care of the undermentioned solicitors, by a date

not later than two months from the date of the publication hereof, after which date they will convey or distribute the assets, having regard only to the claims which they have notice.

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

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Re: ELIZABETH MARGARET LOGAN, late of 371 Manningham Road, Doncaster, Victoria, but formerly of 44 Timber Ridge, Doncaster, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 17 October 2007, are required by Michael James O'Brien, the executor of the deceased's Will, to send particulars of their claim to the said executor, care of the undermentioned solicitors, by a date not later than two months from the date of the publication hereof, after which date they will convey or distribute the assets, having regard only to the claims which they have notice.

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

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Re: Estate of ANNE ELIZABETH BAILEY, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of ANNE ELIZABETH BAILEY of Sherbrook Private Nursing Home, 18 Tarana Avenue, Upper Ferntree Gully, Victoria, retired, who died on 3 October 2007, are to send particulars of their claims to the personal representative/s, care of the undermentioned solicitors, by 14 May 2008, after which date the personal representative/s will distribute the assets, having regard only to the claims of which they then had notice.

BRUCE M. COOK & ASSOCIATES, barristers and solicitors,  
Level 1, 114 William Street, Melbourne, Vic.  
3000.

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Re: Estate ARTHUR THOMAS WELCH, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of ARTHUR THOMAS WELCH, late of Dava Lodge, 182 Bentons Road, Mornington, Victoria, retired, who died on 15 August 2007, are to send particulars of their

claims to the personal representative/s, care of the undermentioned solicitors, by 14 May 2008, after which date the personal representative/s will distribute the assets, having regard only to the claims of which they then had notice.

BRUCE M. COOK & ASSOCIATES,  
barristers and solicitors,  
Level 1, 114 William Street, Melbourne, Vic.  
3000.

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Re: Estate of PETER ALAN MURPHY, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of PETER ALAN MURPHY, late of 3 Blake Court, Swan Hill, Victoria, farmer, deceased, who died on 1 November 2006, are to send particulars of their claim to the executrix, care of the undermentioned legal practitioners, by 22 May 2008, after which the executrix will distribute the assets, having regard only to the claims of which she then has notice.

DWYER, MAHON & ROBERTSON,  
legal practitioners  
Beveridge Dome, 194–208 Beveridge Street,  
Swan Hill 3585.

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SHEILA PATRICIA BREWER, late of Northcliffe Lodge, Northcliffe Road, Edithvale, Victoria, sales assistant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 January 2008, are required by the trustee, care of Harris & Chambers Lawyers of 338 Charman Road, Cheltenham 3192, to send particulars to them by 14 May 2008, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

HARRIS & CHAMBERS LAWYERS,  
338 Charman Road, Cheltenham 3192.

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Re: LAURENCE CLIFFORD SANDS, late of 3 Anaconda Road, Narre Warren, Victoria, plasterer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 August 2007, are required by the administrator, Clinton Laurence Sands, to send

particulars to him, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the administrator will proceed to distribute the assets, having regard only to the claims of which he then has notice.

LYTTLETONS, solicitors,  
53 Marcus Road, Dingley 3172.

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Re: TIMOTHY JOHN FLEMING, late of 38 Madigan Drive, Glen Waverley, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 April 2007, are required by the trustee, Rudolph Francis Sorrenti, in the Will called Rudi Sorrenti, care of 40–42 Scott Street, Dandenong, Victoria, to send particulars to the trustee by 13 May 2008, 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, solicitors,  
40–42 Scott Street, Dandenong 3175.

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Re: BEULAH TICHNER, late of 346 Dorset Road, Boronia, Victoria, war widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 December 2007, are required by the trustees, Gail Elizabeth Schroder and Judith Anne Gillis, care of 40–42 Scott Street, Dandenong, Victoria 3175, to send particulars to the trustees by 13 May 2008, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

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We act on behalf of the executors of the late DONALD JOHNSON McDOUGALL, deceased 14 May 1958, and are attempting to trace the whereabouts of the descendants of the deceased's daughters, Gwendoline May McDougall, born New Zealand, 10 November 1904, deceased 26 January 1994, married to a James William Graham 1926, and Olive Ettie McDougall, born 28 September 1913, deceased 12 September 1988.

If the executors receive no further information regarding the above within 60 days from the date of this notice, it is the intention of the executors to finalise the winding up of the estate, having regard only to the claims of which they then shall have notice.

MORTON WATSON & YOUNG,  
51 Robinson Street, Dandenong, Victoria 3175.

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Re: ALAN THOMAS MURRELL, late of 28 Skehan Boulevard, Altona Meadows, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 August 2006, are required by the executors, Susan Suruj Naidu, Loriza Shehnaz Begg and Nicole Maree Murrell, to send particulars of their claim to them, care of the undermentioned solicitors, by 16 May 2008, after which date the executors may convey or distribute the assets, having regard only to the claims of which they may then have notice.

PATRICK CASH & ASSOCIATES, solicitors,  
161 Nicholson Street, Footscray 3011.

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Re: JEAN SUTHERLAND McCOY, late of 139 Atherton Road, Oakleigh, Victoria, but formerly of 65 King Street, Dandenong, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 February 2007, are required by the trustee, Andrew Clyde McCoy of 27 Monomeith Crescent, Mount Waverley, Victoria, IT consultant, the son, to send particulars to the trustee, within 70 days of publication of this notice after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

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WILLIAM GEORGE GIBSON, late of 497 South Road, Bentleigh, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 January 2008, are required by the executrix, Karen Verlaine Lewis, to send particulars to her, care of Stidston & Williams Weblaw, 1/10 Blamey Place, Mornington, by 17

May 2008, after which date the executrix may convey or distribute the assets, having regard only to the claims of which she then has notice.

STIDSTON & WILLIAMS WEBLAW, lawyers,  
Suite 1, 10 Blamey Place, Mornington 3931.

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JOSEPH LAMANNA, late of 26 Mount Martha Road, Mount Martha, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 October 2007, are required by the executrix, Maria Lamanna, to send particulars to her, care of Stidston & Williams Weblaw, 1/10 Blamey Place, Mornington, by 17 May 2008, after which date the executrix may convey or distribute the assets, having regard only to the claims of which she then has notice.

STIDSTON & WILLIAMS WEBLAW, lawyers,  
Suite 1, 10 Blamey Place, Mornington 3931.

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Creditors, next-of-kin and others having claims against the estate of WILLIAMO'BRIEN, late of Terry Barker Nursing Home, Macleod Village, Broadford Crescent, Macleod, Victoria, retired, deceased, are required to send particulars of their claims to Josephine Majella Condon and John Patrick Toohey, both of 520 Bourke Street, Melbourne, Victoria, the executors of the Will of the said deceased on or before 28 May 2008, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

TOLHURST DRUCE & EMMERSON,  
solicitors,  
520 Bourke Street, Melbourne 3000.

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Creditors, next-of-kin and others having claims against the estate of ERIKA SCHEER, late of 211-213 Wantirna Road, Ringwood, Victoria, widow, deceased, who died on 11 November 2007, are required to send particulars of their claims to John Patrick Toohey of 520 Bourke Street, Melbourne, Victoria, the executor of the Will of the said deceased on or before 28 May 2008, after which date he will distribute the assets, having regard only to the claims of which he then has notice.

TOLHURST DRUCE & EMMERSON,  
solicitors,  
520 Bourke Street, Melbourne 3000.

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ISABELLA ELIZA ANDERSON, late of Dorothy Impey Home, 196 Cumberland Road, Pascoe Vale, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 November 2007, are required by Trust Company Limited, ACN 004 027 749, of 3/530 Collins Street, Melbourne, Victoria, the executor, to send particulars to it by 20 May 2008, after which date the executor may convey or distribute the assets, having regard only to the claims of which it then has notice.

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GRACE ELLEN THOMAS, deceased.

Creditors, next-of-kin and others having claims against the estate of GRACE ELLEN THOMAS, late of Gracedale Nursing Home, 205 Warrandyte Road, Ringwood North, Victoria, widow, deceased, who died on 13 September 2007, are required to send particulars of their claims to the executors, care of the undermentioned solicitor, by 19 May 2008, after which date the executors will proceed to distribute the assets, having regard only to the claims of which they shall then have had notice.

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

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Re: VIRGINIA CONSTANCE PALMER,  
also known as Vera Palmer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 November 2007, are required by the trustee, Equity Trustees Limited, ACN 004 031 298, of Level 2, 575 Bourke Street, Melbourne, Victoria, in the Will called Equity Trustees Executors and Agency Company Limited, to send particulars to the trustee by 16 May 2008, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

W. J. GILBERT & CO., lawyers,  
221 Glen Huntly Road, Elsternwick 3185.

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Re: JULIAN JOHN DOYLE, late of 1005/115 Beach Street, Port Melbourne, Victoria, solicitor, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed

deceased, who died on 16 September 2007, are required by the executor, Ian Winton Smith, to send particulars to the executor, care of Wisewoulds of 8/419–425 Collins Street, Melbourne, by 15 May 2008, 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 may have notice.

WISEWOULDS, solicitors,  
8/419–428 Collins Street, Melbourne 3000.

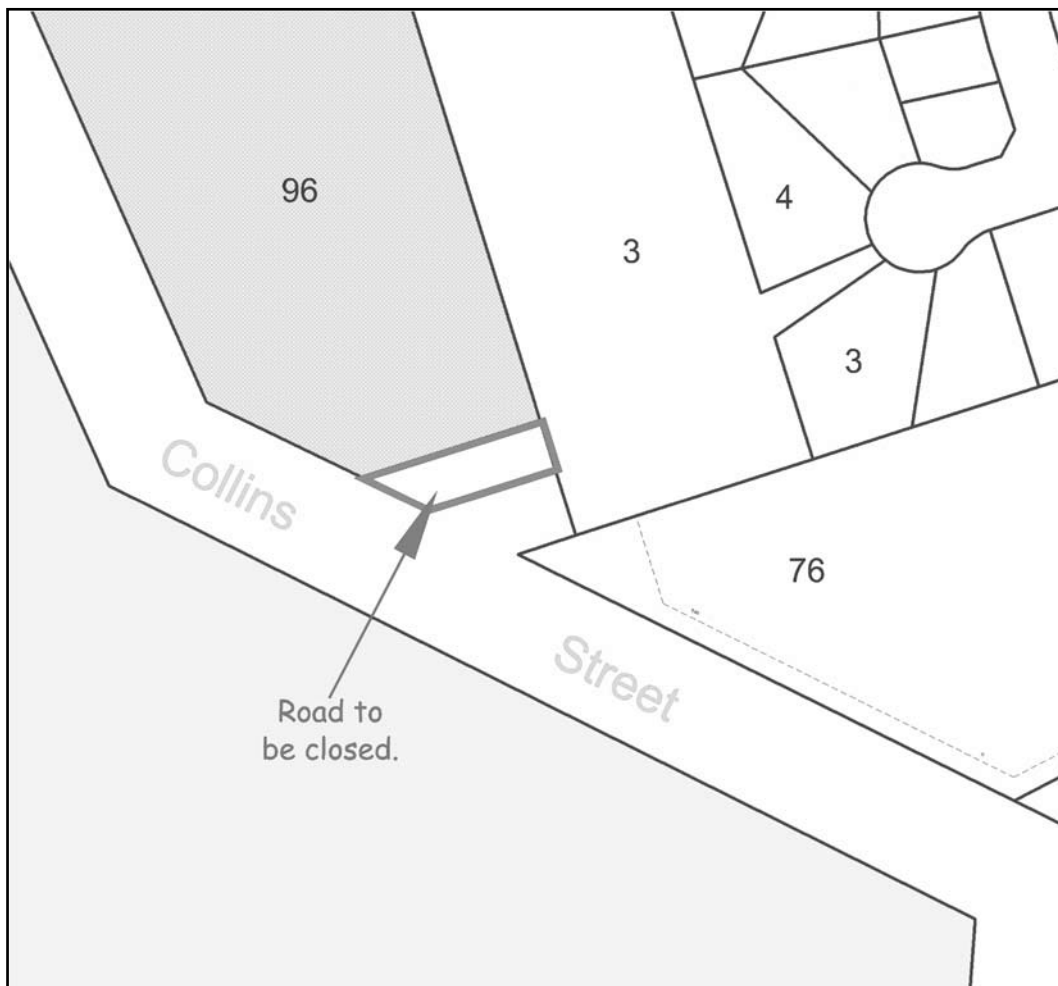
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**GOVERNMENT AND OUTER BUDGET  
SECTOR AGENCIES NOTICES****CITY OF GREATER  
BENDIGO****Road Discontinuance**

Under section 206 and schedule 10 clause 3 of the **Local Government Act 1989** the City of Greater Bendigo Council, at its Ordinary meeting held on 3 October 2007, formed the opinion that the road shown on the plan below known as Collins Street, Kangaroo Flat, land adj. C/A 74E Section 18 Parish of Sandhurst, is not reasonably required as a road for public use and resolved to discontinue part road to:

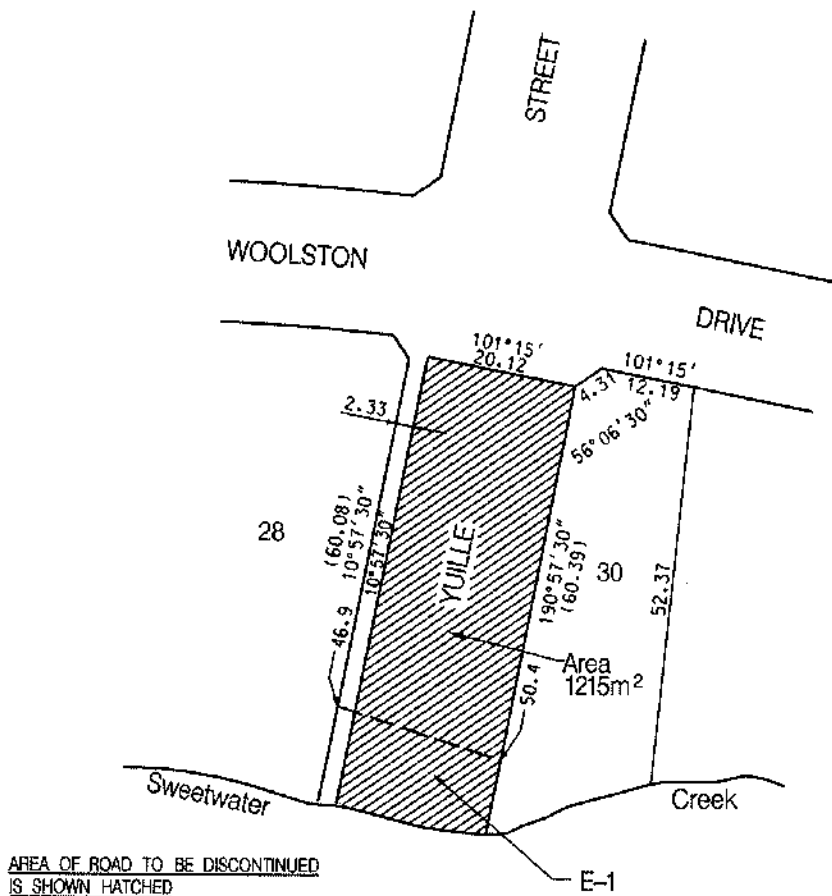
‘transfer the land from road reserve to the drainage reserve’.

**CRAIG NIEMANN**  
Chief Executive



Discontinuance of Part of Yuille Street, Frankston, Between 28 and 30 Woolston Drive

Notice is hereby given that the Frankston City Council, at its ordinary meeting on Monday 3 March 2008, being of the opinion that the part of Yuille Street, Frankston, between 28 and 30 Woolston Drive, shown hatched on Council Plan M747A, is not reasonably required as a road for public use and having complied with the provisions of clause 3 of schedule 10 of the **Local Government Act 1989** (The Act) resolved that the said part of road be discontinued, with the land comprising the section of road being transferred to the Crown for inclusion in a reservation for conservation of areas of natural interest.



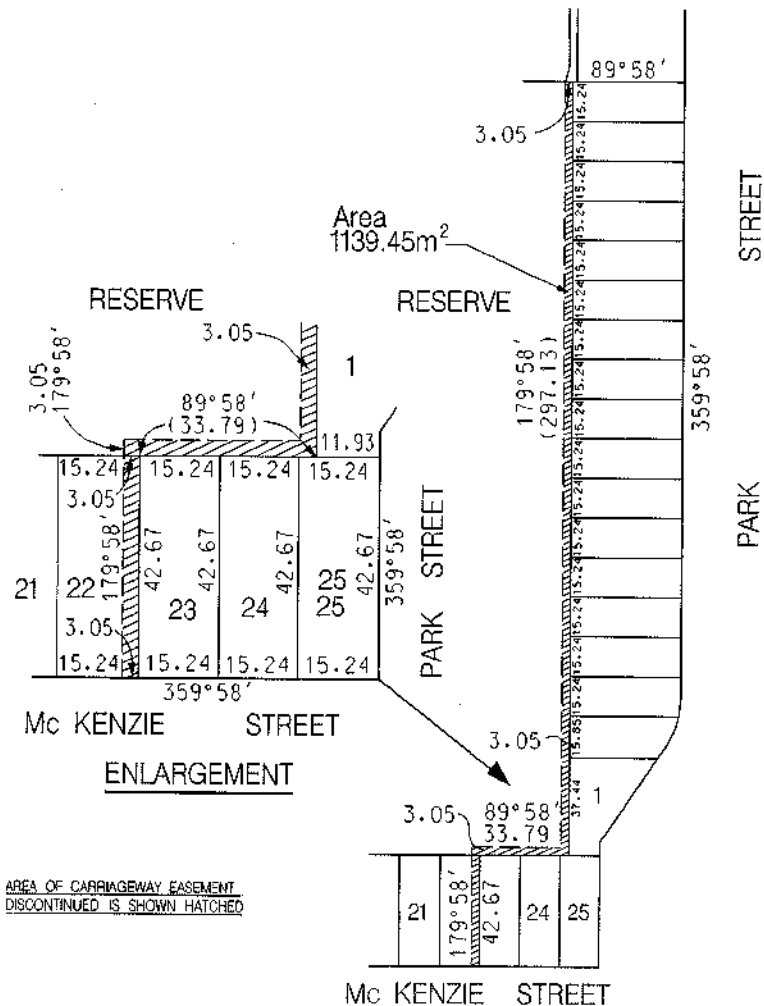
South East Water Ltd and Melbourne Water Corporation will continue to have and possess the same power, authority or interest in or in relation to the land shown E-1 on the said plan, as they had or possessed prior to the said discontinuance, with respect to or in connection with any services laid in, on or over such land for sewerage and drainage purposes.

STEVE GAWLER  
Chief Executive Officer



Discontinuance of Carriageway Easement Created by Instrument No. 1352612 (Relevantly Being a Road Within the Meaning of the **Local Government Act 1989**) – Seaford North Reserve

Notice is hereby given that the Frankston City Council, at its ordinary meeting on Monday 3 March 2008, being of the opinion that the carriageway easement created by Instrument No.1352612 (relevantly being a road within the meaning of the **Local Government Act 1989**) – North Seaford Reserve, shown hatched on Council Plan M750 below, is not reasonably required as a road for public use and having complied with the provisions of clause 3 of schedule 10 of the **Local Government Act 1989** (The Act) resolved that the said carriageway easement be discontinued.

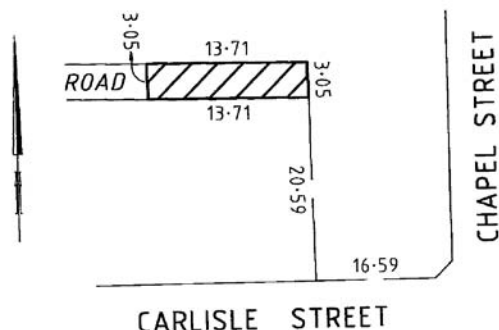


STEVE GAWLER  
Chief Executive Officer



**Discontinuance of Road**

Notice is hereby given that the Port Phillip City Council, at its ordinary meeting on 25 February 2008, formed the opinion that the sections of road shown hatched on the plan below, are not reasonably required as a road for public use and resolved to discontinue the road, and having advertised and served notices regarding the proposed discontinuance and hearing submissions under section 223 of the **Local Government Act 1989**, orders that the road at the rear 180 and 184 Carlisle Street, Balaclava, be discontinued pursuant to section 206 and schedule 10, clause 3 of the said Act, and the land of the discontinued road be sold by private treaty to the owners of the land abutting the road.



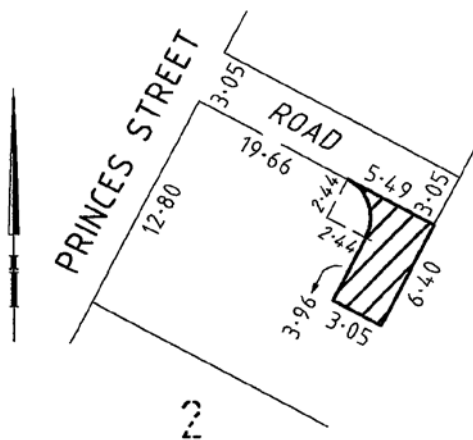
DAVID SPOKES  
Chief Executive Officer



**Discontinuance of Road**

Notice is hereby given that the Port Phillip City Council, at its ordinary meeting on 25 February 2008, formed the opinion that the section of road shown hatched on the plan below is not reasonably required as a road for public use and resolved to discontinue the road, and having advertised and served notices regarding the proposed discontinuance

and hearing submissions under section 223 of the **Local Government Act 1989**, orders that the road at the rear 120 Princes Street, Port Melbourne, be discontinued pursuant to section 206 and schedule 10, clause 3 of the said Act, and the land of the discontinued road be sold by private treaty to the owners of the land abutting the road.



DAVID SPOKES  
Chief Executive Officer

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

Notice of Preparation of Amendment  
Amendment C94  
Authorisation A0872

The Greater Bendigo City Council has prepared Amendment C94 to the Greater Bendigo Planning Scheme.

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

The land affected by the Amendment is 71–75 Bridge Street, 77 and 79 Arnold Street and 20 Uley Street, Bendigo.

The Amendment proposes to:

- rezone the land from Business 4 Zone to Business 5 Zone; and
- introduce an Environmental Audit Overlay (EAO) over the land at 71–75 Bridge Street.

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, the City of Greater Bendigo; and at the Department of Planning and Community Development website [www.dpcd.vic.gov.au/planning/publicinspection](http://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 13 April 2008. A submission must be sent to the City of Greater Bendigo Planning Department, PO Box 733, Bendigo 3550.

CRAIG NIEMANN  
Chief Executive

### **Planning and Environment Act 1987**

#### **MANSFIELD PLANNING SCHEME**

##### Notice of Preparation of Amendment

##### Amendment C8

##### Authorisation A00754

The Mansfield Shire Council has prepared Amendment C8 to the Mansfield Planning Scheme.

In accordance with section 8A(3) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Mansfield Shire Council as planning authority to prepare the Amendment. The Minister also authorised the Mansfield Shire Council to approve the Amendment under section 35B of the Act.

The land affected by the Amendment is Lot 1 on Plan of Subdivision 300683V, located to the south-east of the intersection of Mt Buller Road and Crosbys Lane, Mansfield.

The Amendment proposes to rezone the site from Rural Living Zone to Mixed Use Zone, to apply a Design and Development Overlay to the site and to apply a Development Plan Overlay to the site.

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, Mansfield Shire Council; at the Department

of Planning and Community Development, 89 Sydney Road, Benalla; and at the Department of Planning and Community Development website [www.dpcd.vic.gov.au/planning/publicinspection](http://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 14 April 2008. A submission must be sent to the Mansfield Shire Council, Private Bag 1000, Mansfield, Victoria 3724.

KIM STEINLE  
Director – Sustainable Development



Moreland City Council

### **Planning and Environment Act 1987**

#### **MORELAND PLANNING SCHEME**

##### Notice of Preparation of Amendment

##### Amendment C66

##### Authorisation A0944

Moreland Council has prepared Amendment C66 to the Moreland Planning Scheme.

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

The Minister also authorised Moreland City Council to approve the Amendment under section 35B of the Act.

The Amendment affects properties at 48–58 Albert Street and 45, 47, 49 and 51 John Street, Brunswick East.

The Amendment proposes to:

- rezone the subject land from an Industrial 3 Zone (IN3Z) to a Mixed Use Zone (MUZ);
- apply an Environmental Audit Overlay (EAO) to the land; and
- apply a Design and Development Overlay – Schedule 10 (DDO10) to the land.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment at the following locations: Moreland City Council, Moreland Citizens Service Centre, 90 Bell

Street, Coburg or [www.moreland.vic.gov.au](http://www.moreland.vic.gov.au); and Brunswick Citizens Service Centre, 233 Sydney Road, Brunswick.

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

In addition, Amendment documentation and information can be viewed online at the Department of Planning and Community Development website at [www.dpcd.vic.gov.au/planning/publicinspection](http://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 14 April 2008.

A submission must be made in writing and sent to: Moreland City Council, Strategic Planning Unit, Submission to Amendment C66, Locked Bag 10, Moreland, Victoria 3058.

ROGER COLLINS  
Director City Development

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

Notice of Preparation of Amendment  
Amendment C58  
Authorisation A0910

Stonnington City Council has prepared Amendment C58 to the Stonnington Planning Scheme.

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

The land affected by the Amendment is the Forrest Hill Precinct, bounded by Chapel Street, Toorak Road, Alexandra Avenue and the railway line.

The Amendment proposes to introduce permanent planning controls for the Forrest Hill Precinct to replace the existing interim planning controls at Clause 22.17. Amendment C58 includes, in summary:

- a local policy – Clause 22.17 – Forrest Hill Precinct;
- a Design and Development Overlay (DDO) – Clause 43.02 – Schedule 8;

- rezoning of the northern sections of the precinct (from a Business 2 Zone to a Mixed Use Zone); and
- provision for 300 m<sup>2</sup> shop floor area limitation (in the Schedule to the Mixed Use Zone) confined to Claremont Street and Yarra Street, South Yarra.

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, Stonnington City Council, corner Chapel and Greville Streets, Prahran; and at the Department of Planning and Community Development website [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunities to attend Council meetings and any public hearings held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submission made. For further information on Council's Privacy Policy please call 8290 1333 or visit Council's website – [www.stonnington.vic.gov.au](http://www.stonnington.vic.gov.au)

The closing date for submissions is 14 April 2008. A submission must be sent to the Strategic Planning Unit, corner Chapel and Greville Streets, Prahran 3181.

It is anticipated that a Directions Hearing will be held in the week of 9 June and Panel Hearing will be held in the week of 30 June 2008.

STEPHEN LARDNER  
Manager Strategic Planning

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

Notice of Preparation of Amendment  
Amendment C102  
Authorisation AO787

The Whittlesea City Council has prepared Amendment C102 to the Whittlesea Planning Scheme.

In accordance with section 8A(3) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Whittlesea City Council as planning authority to prepare the Amendment. The Minister also authorised the Whittlesea City Council to approve the Amendment under section 35B of the Act.

The land affected by the Amendment is described as Lot 1 LP 131724P (No. 821), Lot R1 LP 131724 (No. 821P), Lot 1 PS 543277A (No. 825 (part of)), Lot 1 LP 28784 (No. 843), Lot 2 PS 532000J (No. 855) and Lot 1 PS 532000J (No. 865) Plenty Road, South Morang.

The amendment proposes to:

- rezone the land to Business 3 Zone;
- correct zoning anomalies;
- extend the Vegetation Protection Overlay (Schedule 1) to include the land to be rezoned to Business 3 Zone;
- remove the Development Plan Overlay (Schedule 7) from 825 Plenty Road, South Morang; and
- introduce a Development Plan Overlay (Schedule 25) to 825 Plenty Road, South Morang and the land to be rezoned to Business 3 Zone.

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, Whittlesea City Council, Civic Centre, Ferres Boulevard, South Morang; and at the Department of Planning and Community Development website [www.dpcd.vic.gov.au/planning/publicinspection](http://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 14 April 2008. Submissions must be sent to: Chief Executive Officer, City of Whittlesea, Locked Bag 1, Bundoora MDC 3083.

DAVID TURNBULL  
Chief Executive Officer

Creditors, next-of-kin and others having claims against the estate of any of the unmentioned 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 15 May 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.

BANNAN, Peter John, late of 45 Lemon Grove, Nunawading, Victoria 3131, pensioner and who died on 20 October 2007.

BLANKFELTS, Alfreds Edgars, also known as Alfreds Edgars Blankfdelts, late of 129 Heath Street, Port Melbourne, Victoria 3207, retired and who died on 1 December 2007.

DIMITRIADIS, Mary, late of 52 Rees Road, Melton South, Victoria 3338, who died on 25 June 2005.

DIPIETRO, Nicola Antonio, formerly of Ivanhoe Manor, 134–144 Ford Street, Ivanhoe, but late of Lonsdale House, 88 Cunningham Street, Northcote, Victoria 3070, retired and who died on 10 September 2005.

ELSHOF, Johan Albertus, late of Bierman Sajet Aged Care Facility, 1105 Frankston–Dandenong Road, Carrum Downs, Victoria 3201, pensioner and who died on 17 February 2008.

FOLDER, Glenn Anthony, late of Belvedere Aged Care, 41–43 Fintonia Road, Noble Park, Victoria 3174, who died on 15 December 2007.

HANG, Tu Van, late of Darvall Lodge, 521 Princes Highway, Noble Park, Victoria 3174, who died on 21 August 2007.

PACE, Katharina, formerly of 13/57 Kingsville Street, West Footscray, but late of 8 Russell Street, Werribee, Victoria 3030, pensioner and who died on 28 July 2007.

RUDAR, Tomo, late of Room 3, Ascot House, 1081 Hoddle Street, East Melbourne, Victoria 3002, pensioner and who died on 17 February 2008.

SMITH, Frances Annie, also known as Francis Annie Smith, late of Reservoir Gardens Retirement Home, 6–8 George Street, Reservoir, Victoria 3073, pensioner and who died on 21 November 2007.

WARNER, Frederick Philip, late of 2–32 Kelvinside Road, Noble Park, Victoria 3174, who died on 23 August 2007.

Dated 27 February 2008

MARY AMERENA  
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 16 May 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.

ARKELL, Ronald Mervyn, late of Ashley Terrace Hostel, 17–21 Ashley Street, Reservoir, Victoria 3073, who died on 3 September 2007.

CHIVERS, Shirley Anne, late of Murrayvale Private Nursing Home, 63 Regent Street, Moama, NSW 2731, pensioner and who died on 10 December 2007.

DAVIS, John Wayne, late of 14 McConnell Street, Kensington, Victoria 3031, factory hand and who died on 2 August 2006.

DIESEL, Alison May, late of 2 Park Road, San Remo, Victoria 3925, pensioner and who died on 18 September 2007.

GORDON, Thomas, late of Know Village Pty Ltd, 466 Burwood Highway, Wantirna, Victoria 3152, who died on 14 March 2007.

McMAHON, Jessie–Dawn, late of Unit 36/62 Cavanagh Street, Cheltenham, Victoria 3192, retired and who died on 24 November 2007.

Dated 7 March 2008

MARY AMERENA  
Manager  
Executor and Trustee Services

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#### EXEMPTION

Application No. A56/2008

The Victorian Civil and Administrative Tribunal has considered an application, pursuant to section 83 of the **Equal Opportunity Act 1995**, by White Lion Inc. The application for exemption is to enable the applicant to advertise and employ an Aboriginal or Torres Strait Islander as an Indigenous Outreach Worker (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:

- This application enhances the engagement process within a specific group of Indigenous young people. These people are at risk of entering or becoming entrenched in the criminal justice system.
- This position supports the employment of an Indigenous officer to aid these young people who may have become disconnected from their Indigenous culture.

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 March 2011.

Dated 3 March 2008

HER HONOUR JUDGE HARBISON  
Vice President

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#### EXEMPTION

Application No. A63/2008

The Victorian Civil and Administrative Tribunal has considered an application, pursuant to section 83 of the **Equal Opportunity Act 1995**, by National Tertiary Education Union (NTEU). The application for exemption is to enable the applicant to advertise and employ Aboriginal or Torres Strait Islanders for the position of Industrial or Indigenous Support officer (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:

- The NTEU is committed to improving education, employment and social justice outcome for Aboriginal and Torres Strait Islanders.
- With this position the NTEU hopes to provide further employment opportunities to members of the Indigenous community.



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 March 2011.

Dated 3 March 2008

HER HONOUR JUDGE HARBISON  
Vice President

#### EXEMPTION

Application No. A65/2008

The Victorian Civil and Administrative Tribunal has considered an application, pursuant to section 83 of the **Equal Opportunity Act 1995**, by Maltese Community Council of Victoria Inc. The application for exemption is to enable the applicant to advertise and employ Maltese speaking staff to work with elderly and frail Maltese people (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:

- A previous exemption was granted in 2005 (a46/2005) by Deputy President Cate McKenzie.
- The applicant receives State and Federal grants to provide services for frail and disabled older Maltese people.
- Many of these elderly clients either do not speak English or are not confident speaking English.
- In order to ensure good communication between staff and clients, and to promote a comfortable and secure environment, it is essential to employ staff who speak the Maltese language.

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 March 2011.

Dated 5 March 2008

HER HONOUR JUDGE HARBISON  
Vice President

#### EXEMPTION

Application No. A64/2008

The Victorian Civil and Administrative Tribunal has considered an application, pursuant to section 83 of the **Equal Opportunity Act 1995**, by Melbourne Health. The application for exemption is to enable the applicant to employ an Aboriginal or Torres Strait Islander for the position of Aboriginal Health Development and Liaison Officer within Melbourne Health (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:

- Melbourne Health provides a variety of health services through inpatient and community based facilities in Melbourne's Northern and Western communities. Through the Royal Melbourne Hospital the organisation also provides services to the broader Victorian and interstate population.
- The exemption is required in order to ensure health services are provided in a culturally sensitive manner to Aborigines or Torres Strait Islander patients and their families when assessing the services of Melbourne Health. Furthermore, it will also provide education and training programs across the organisation aimed at increasing the sensitivity and awareness of Melbourne Health staff to Aboriginal or Torres Strait Islander history and culture.
- The employment of an Aboriginal or Torres Strait Islander specifically in this role gives credibility amongst the Aboriginal and Torres Strait Islander community. They will have specific skills and knowledge to be

more effective in the development of policy and delivery of services to Aboriginal or Torres Strait Islanders.

- It is entirely appropriate for this exemption to be granted.

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 March 2011.

Dated 4 March 2008

HER HONOUR JUDGE HARBISON  
Vice President

Department of Education  
SALE OF CROWN LAND BY  
PUBLIC AUCTION

**Date of Auction:** Friday 28 March 2008 at 1 pm on site.

**Reference:** FAC/99/01929.

**Address of Property:** Cooramook Lane, Ballangeich.

**Crown Description:** Crown Allotment 33B2, Parish of Ballangeich.

**Terms of Sale:** Deposit 10%, Balance upon 30/60 days.

**Area:** 4.017 ha.

**Officer Co-ordinating Sale:** Deanne Leaver, Property, Provision and Planning Branch, Department of Education and Early Childhood Development, 2 Treasury Place, Melbourne, Victoria 3002.

**Selling Agent:** Brian O'Halloran & Co., 92 Liebig Street, Warrnambool, Victoria 3280.

TIM HOLDING MP  
Minister for Finance

**Food Act 1984**  
SECTION 19DB

Registration of a Food Safety Program  
Template

I, Pauline Ireland, Assistant Director, Food Safety and Regulatory Activities, under section 19DB of the **Food Act 1984**, notify that the Food Safety Program Template for Gloria Jean's Coffees is registered for use by Gloria Jean's

Coffees stores operating as a Class 2 food premises as declared under section 19C of the **Food Act 1984**.

Dated 5 March 2008

PAULINE IRELAND  
Assistant Director  
Food Safety and Regulatory Activities

**Gas Industry Act 2001**

GAS MARKET RETAIL RULES

On 20 February 2008 the Essential Services Commission determined to approve amendments to the 'Gas Market Retail Rules' under sections 65 and 67 of the **Gas Industry Act 2001**.

In accordance with the requirements of clause 3.4 of VENCORP's 'Scheme for Development and Implementation of Gas Market Retail Rules' those amendments are published hereunder.

The following amendments are to be effective as of 1 April 2008.

Clause 2.6.1 is amended by inserting the following new sub clause after clause 2.6.1(b)

- (c) *The consumed energy at meters and metering installations shall be calculated according to the procedures used to calculate energy content at distribution delivery points set out in clause 4.4.13 (ea) of the MSOR.*

M. ZEMA  
Chief Executive Officer  
VENCORP



Heritage  
VICTORIA

**Heritage Act 1995**

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 1995**, I give notice under section 46 that the Victorian Heritage Register is amended in that the Heritage Register Number 2151 in the category described as Heritage Place is described as:

Cab Building and House  
177A–179 High Street  
Maryborough  
Central Goldfields

EXTENT:

1. All of the land marked L1 on Diagram 2151 held by the Executive Director, being part of the land described in Certificate of Title Volume 08708, Folio 072.

2. All of the buildings marked B1 and B2 on Diagram 2151 held by the Executive Director.

B1 Cab building

B2 House

Dated 7 March 2008

RAY TONKIN  
Executive Director



**Heritage**  
VICTORIA

**Heritage Act 1995**

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 1995**, I give notice under section 46 that the Victorian Heritage Register is amended in that the Heritage Register Number 2150 in the category described as Heritage Place is described as:

Bull and Mouth Hotel  
117 High Street and corner Nolan Street  
Maryborough  
Central Goldfields

EXTENT:

1. All of the land marked L1 on Diagram 2150 held by the Executive Director, being all of the land described in Certificate of Title Volume 06226, Folio 050.
2. All of the building marked B1 on Diagram 2150 held by the Executive Director.

Dated 7 March 2008

RAY TONKIN  
Executive Director



**Heritage**  
VICTORIA

**Heritage Act 1995**

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 1995**, I give notice under section 46 that the Victorian Heritage Register is amended in that the Heritage Register Number 2152 in the category described as Heritage Place is described as:

Town Hall  
71 Clarendon Street  
Maryborough  
Central Goldfields

EXTENT:

1. All the land marked L1 on Diagram Number 2152 held by the Executive Director, being all of the land described in Certificate of Title Volume 01952, Folio 248.
2. All of the buildings and structures marked B1 and B2 on Diagram Number 2152 held by the Executive Director.

B1 Town Hall

B2 Memorial drinking fountain

Dated 7 March 2008

RAY TONKIN  
Executive Director



**Heritage**  
VICTORIA

**Heritage Act 1995**

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 1995**, I give notice under section 46 that the Victorian Heritage Register is amended in that the Heritage Register Number 0371 in the category described as Heritage Place is described as:

Murrindindi Station  
5620 Melba Highway  
Yea  
Murrindindi Shire

EXTENT:

General: All landscaped and planted gardens, paths, lawns and built garden features.

1. All of the structures shown as:
  - B1 House
  - B2 Canary Cottage
  - B3 Managers Residence
  - B4 Meat House
  - B5 Generator Shed
  - B6 Stables, Coach House and Barn
  - B7 Garage
  - B8 Wool Shed
 All of the features shown as
  - F1 Alexander Miller's Grave Site
  - F2 Rose Garden and Decorative Cypress Hedge
  - F3 Reflection Pond and Surrounds
  - F4 Tank Stand
 on Diagrams 371a, 371b and 371c held by the Executive Director.

2. All of the land shown L1 on Diagram 371a held by the Executive Director being all of the land described in Certificate of Title Volume 10358, Folio 124.

Dated 7 March 2008

RAY TONKIN  
Executive Director

### Land Act 1958

#### DEPARTMENT OF EDUCATION

##### Notice Declaring Contract of Sale Void

Notice is hereby given pursuant to section 98 of the **Land Act 1958** that the Contract of Sale, dated 1 December 2007, for the sale of land described on Title Plan No. 914484Q being Crown Allotment 33G, Parish of Alberton West, is declared Void as at the date of publication of this notice.

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

### Road Management Act 2004

#### DEAKIN UNIVERSITY

Proposed Road Asset Management Plan  
Draft Road Asset Management Plan out for  
Public Consultation until 28 March 2008

Notice is hereby given that, pursuant to section 54 of the **Road Management Act 2004**, Deakin University intends to make a Road Management Plan.

The objective of the proposed RAMP is to ensure that a safe and efficient network of roads is provided within Deakin University as required by section 20 of the Act.

This draft RAMP applies to all roads for which Deakin University is the coordinating road authority within the meaning of sections 36 and 37 of the Act.

In accordance with section 50 of the Act, the fundamental purpose of the proposed RAMP is to document how Deakin implements its management system for its road management functions, which are based on policy and operational objectives and available resources, and to set the relevant standard in relation to the discharge of duties in the performance of those road management functions.

Copies of the draft RAMP are available from Deakin's Burwood Campus – Facilities Management Services Division located at 221 Burwood Highway, Burwood, or on the website at <http://www.deakin.edu.au/fmsd/>

Deakin University welcomes constructive comments and suggestions on the draft RAMP. Comments, including submissions from any person aggrieved by the draft RAMP, should be made in writing and submitted by 28 March 2008 to FMSD, Maintenance Planning Manager, Deakin University, 221 Burwood Highway, Burwood, Victoria 3125.

After considering submissions Deakin University will resolve to endorse a RAMP and give notice of the making of the RAMP in accordance with section 55 of the **Road Management Act 2004**.

For further information please contact Mr Ross Kaplan, phone: 9244 6447, email: [ross.kaplan@deakin.edu.au](mailto:ross.kaplan@deakin.edu.au)

### Transport Act 1983

#### ROADS CORPORATION

##### Tow Truck Application

Notice is hereby given that the following application will be considered by the Licensing Authority after 16 April 2008.

Notice of any objection to the granting of an application should be forwarded to reach the Director, Vehicle Management and Safety, Locked Bag 9000, Kew, Victoria 3101, not later than 10 April 2008.

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

Fullarton Motors Pty Ltd. Application for variation of conditions of tow truck licence number TOW361 which authorises the licensed vehicle to be managed, controlled and operated from a depot situated at 235 Manifold Street, Camperdown, to change the depot address to 112 Geelong Road, Torquay.

Dated 13 March 2008

ROSS McARTHUR  
Acting Director  
Vehicle Management and Safety  
Road Safety & Network Access  
Roads Corporation

**Transport Act 1983**

**ROADS CORPORATION**

**Tow Truck Application**

Notice is hereby given that the following application will be considered by the Licensing Authority after 16 April 2008.

Notice of any objection to the granting of an application should be forwarded to reach the Director, Vehicle Management and Safety, Locked Bag 9000, Kew, Victoria 3101, not later than 10 April 2008.

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

Dipoll Pty Ltd. Application for variation of conditions of tow truck licence number TOW417, which authorises the licensed vehicle to be managed, controlled and operated from a depot situated at 95 Inglis Street, Ballan, to change the depot address to 26 Haddon Drive, Ballan.

Dated 13 March 2008

ROSS McARTHUR  
Acting Director  
Vehicle Management and Safety  
Road Safety & Network Access  
Roads Corporation

Note: This licence is under consideration for transfer to Dipoll Pty Ltd.

Dated 13 March 2008

ROSS McARTHUR  
Acting Director  
Vehicle Management and Safety  
Road Safety & Network Access  
Roads Corporation

**Transport Act 1983**

**ROADS CORPORATION**

**Tow Truck Application**

Notice is hereby given that the following application will be considered by the Licensing Authority after 16 April 2008.

Notice of any objection to the granting of an application should be forwarded to reach the Director, Vehicle Management and Safety, Locked Bag 9000, Kew, Victoria 3101, not later than 10 April 2008.

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

J. R. & D. J. Francis Pty Ltd. Application for variation of conditions of tow truck licence numbers TOW416 and TOW897, which authorises the licensed vehicles to be managed, controlled and operated from a depot situated at 1-3 Castlemaine Road, Creswick, to change the depot address to 26 Haddon Drive, Ballan.

### Eastlink Project Act 2004

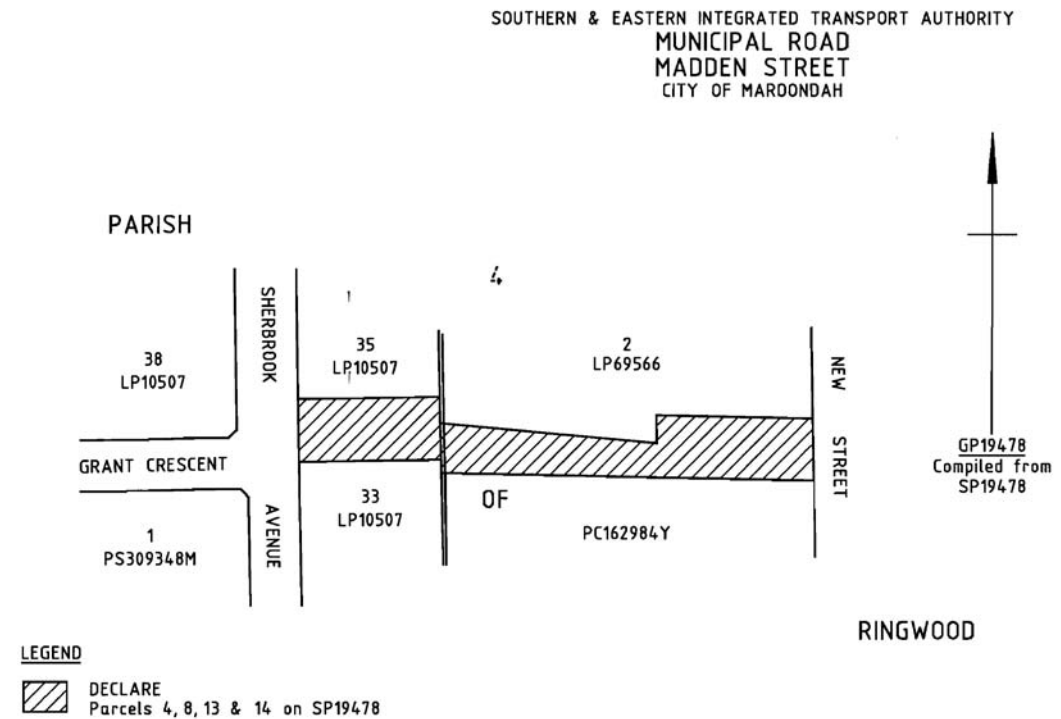
#### ROAD DECLARATION

The Honourable Tim Pallas MP, Minister for Roads and Ports, pursuant to section 144(1) of the **EastLink Project Act 2004**, upon publication of this notice declares the road described in the Schedule and on the plan attached.

#### SCHEDULE

##### MUNICIPAL ROAD

Madden Street, identified by hatching on the plan numbered GP19478, is declared as described in the legend in the said plan.



**Electricity Industry Act 2000**

SIMPLY ENERGY (ABN 67 269 241 237), A PARTNERSHIP COMPRISING  
IPOWER PTY LTD (ACN 111 267 228) AND IPOWER 2 PTY LTD (ACN 070 374 293)

Conditions for Purchase of Small Renewable Energy Generation Electricity

**IMPORTANT NOTE**

Section 40G of the **Electricity Industry Act 2000** requires Simply Energy, as a relevant licensee, to publish an offer comprising the prices at, and terms and conditions on, which Simply Energy will purchase small renewable energy generation electricity from relevant generators.

Simply Energy now publishes pursuant to section 40G of the **Electricity Industry Act 2000** an offer to purchase small renewable energy generation electricity from relevant generators in Victoria.

The offer comprises the Initial Feed-In Charges, the Schedule and the Contract Conditions. These prices, terms and conditions take effect 2 months after they are published in accordance with section 40H of the **Electricity Industry Act 2000**.

**A. INITIAL FEED-IN CHARGES**

<b>AGL (AGL)</b>	(ex GST)	(incl GST)
Peak Only cents/kWh	15.61	17.17
Off Peak (11 pm–7 am) cents/kWh If export Meter is unable to read Off Peak, Peak Only rates will apply	6.93	7.62

<b>AGL (United)</b>	(ex GST)	(incl GST)
Peak Only cents/kWh	15.42	16.96
Off Peak (11 pm–7 am) cents/kWh If export Meter is unable to read Off Peak, Peak Only rates will apply	7.10	7.81

<b>Origin (Citipower)</b>	(ex GST)	(incl GST)
Peak Only cents/kWh	14.17	15.59
Off Peak (11 pm–7 am) cents/kWh If export Meter is unable to read Off Peak, Peak Only rates will apply	6.80	7.48

<b>Origin (Powercor)</b>	(ex GST)	(incl GST)
Peak Only cents/kWh	15.77	17.35
Off Peak (11 pm–7 am) cents/kWh If export Meter is unable to read Off Peak, Peak Only rates will apply	7.13	7.84

<b>TRUenergy (SPAusNet)</b>	(ex GST)	(incl GST)
Peak Only cents/kWh	14.46	15.91
Off Peak (11 pm–7 am) cents/kWh If export Meter is unable to read Off Peak, Peak Only rates will apply	8.90	9.79

**B. FEED-IN OFFER (SCHEDULE)**

<b>Customer Details</b>	
Title	
First Name	
Surname	
Date of Birth	
Driver's Licence/Passport Number	
Daytime Telephone Number	
Evening Telephone Number	
Mobile Telephone Number	
Facsimile Number	
Email Address	
Postal Address	
<b>Small Renewable Energy Generation Facility Details</b>	
Premises at which the Small Renewable Energy Generation Facility is located	
Capacity of Small Renewable Energy Generation Facility (KW)	
Installation Date	
Brand/Model	
Installer	
Meter Type	
<b>Charges &amp; Term</b>	
Term of Feed-In Agreement	
Charges for the Electricity and all Renewable Energy Certificates (if any) transferred to us	

**Contract Details**

Your Feed-In Agreement consists of this Schedule and the Contract Conditions.

The Feed-In Agreement only applies to customers that have an Electricity Sale Agreement with us for the supply of electricity from us at our standard residential rates. Please contact us if you are in doubt.

The charges shown above are the amounts we will pay you for Electricity supplied under your Feed-In Agreement. You will be required to pay a billing administration fee of \$7.15 (incl GST) per bill. You will be required to pay us further charges as provided for in the Contract Conditions. We will inform you of the amount of these further charges on request.

Renewable Energy Certificates are included as part of the Feed-In Agreement and must be transferred to us on request.

We will pay or credit you for Electricity supplied by you to us under your Feed-In Agreement with the same frequency as you are billed for electricity supplied to you by us under your Electricity Sale Agreement. We will credit amounts we are required to pay or credit you under this Feed-In Agreement on the bill issued to you under your Electricity Sale Agreement.

**Customer Acknowledgment and Acceptance**

By signing this document you:

- a. accept Simply Energy's offer in this Schedule;
- b. acknowledge that you have been supplied with the Contract Conditions;



- c. give your explicit informed consent to the Feed-In Agreement; and
- d. authorise us to collect, maintain, use and disclose your personal information (including obtaining and using a consumer or commercial credit report from a credit reporting agency) in the manner set out in our privacy policy available on our website [www.simplyenergy.com.au](http://www.simplyenergy.com.au).

**Signed by or for the customer**

Signature	Today's Date
Print Name	

**C. CONTRACT CONDITIONS**

**1. Interpretation**

- (a) The following words have these meanings

'Applicable Regulations' means any law, code or rule and any other regulatory instrument which is applicable to the Feed-In Agreement and which binds either you or us;

'Billing Period' means the period for which we pay you for Electricity supplied by you under these contract conditions;

'Charges' means the charges specified in the Schedule;

'Commencement Date' means the date on which all of the conditions precedent specified in clause 4 are satisfied;

'Connection Point' means the point at which the Facility is physically connected to the Network;

'Distributor' means the distributor which operates the Network which the Facility is directly connected to;

'Electricity' means Small Renewable Energy Generation Electricity generated by the Facility and exported to the Network as recorded by the Meter;

'Electricity Sale Agreement' means a binding agreement for the Premises for the purchase of electricity by you from us at our standard residential rates;

'Energy Laws' means the National Electricity Rules, our electricity retail licence, all regulatory documents referred to in that licence, the **Electricity Industry Act 2000** (Vic.) and related regulations, the **Electricity Safety Act 1998** (Vic.) and related regulations, the Energy Retail Code and any other laws relating to the supply of energy;

'Facility' means the Small Renewable Energy Generation Facility by which you supply the Electricity to us;

'Feed-In Agreement' has the meaning given in clause 3;

'GreenPower Program' means the National GreenPower Accreditation Program under the National GreenPower Accreditation Program Rules or any successor or similar scheme that evolves or develops as a result of this program;

'GPR' means a GreenPower Right created from new generation as defined in the GreenPower Program;

'Increased Tax Cost Event' means where a new Tax is imposed or the basis for imposing or calculating any existing Tax changes, and includes a change to the interpretation of any law related to a Tax;

'Meter' means a meter for the purpose of measuring and recording the amount of Electricity exported to the Network from the Facility at the Connection Point;

'Metering Data' means all data recorded by the Meter;

'National Electricity Rules' has the same meaning as given in the National Electricity Law;

‘Network’ in relation to a distributor, means a system of electric lines and associated equipment which the distributor is licensed to use to distribute or supply electricity;

‘Network Connection Agreement’ means any agreement required by the Distributor between the Distributor and you providing for the connection of the Facility to the Network which may include amongst other things, the contract conditions for export of Electricity to the Network and the connection and disconnection of the Facility from the Network;

‘Premises’ means the premises for Electricity supply specified in the Schedule. If there is more than one, it refers to all of them together and each of them separately (as the context requires);

‘REC’ means a renewable energy certificate created under the RE Act from the operation of the Facility;

‘RE Act’ means the **Renewable Energy (Electricity) Act 2000** (Cth) and the Renewable Energy (Electricity) Regulations 2001;

‘Schedule’ means either the signed feed-in offer or, in the case of voice recorded contracts, the verbal contract confirmation, as applicable;

‘Small Renewable Energy Generation Facility’ has the meaning as defined in the **Electricity Industry Act 2000** (Vic.);

‘Small Renewable Energy Generation Electricity’ has the meaning as defined in the **Electricity Industry Act 2000** (Vic.);

‘Supply Voltage’ means the voltage specified by the Distributor;

‘Tax’ means any present or future royalty, tax, levy, impost, deduction, carbon tax or greenhouse gas emission tax (or similar tax), assessment, reduction, charge, excise, fee, withholding or duty of any nature by any government, or any governmental, semi-governmental or other body authorised by the law (other than a tax imposed on our overall net income);

‘Term’ means the period stated in the Schedule as the ‘Term’.

- (b) A reference to:
- (i) ‘we’ means Simply Energy (ABN 67 269 241 237), a partnership comprising IPower Pty Ltd (ACN 111 267 228) and IPower 2 Pty Ltd (ACN 070 374 293), and their successors and assigns;
  - (ii) ‘you’ means the person or persons named in the Schedule as ‘customer’. If there are more than one, you means each of them separately and every two or more of them jointly. You includes your successors;
  - (iii) the singular includes the plural and vice versa;
  - (iv) any thing includes the whole and each part of it;
  - (v) a document includes any variation or replacement of it;
  - (vi) 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;
  - (vii) the words ‘including’, ‘such as’ or ‘for example’, are not words of limitation;
  - (viii) the word ‘person’ includes an individual, a firm, a body corporate, an unincorporated association or an authority; and
  - (ix) administration or other costs we incur include our internal costs.
- (c) The Schedule prevails over these contract conditions to the extent of any inconsistency.

- (d) If any term of these contract conditions 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.

**2. Application of Contract Conditions**

These contract conditions apply if we have agreed to purchase Electricity from you.

**3. Content**

The Feed-In Agreement for the purchase of Electricity by us from you consists of:

- (a) these contract conditions; and
- (b) the Schedule.

**4. Preconditions**

We have no obligations under the Feed-In Agreement unless we are satisfied in our absolute discretion that:

- (a) you have a binding Electricity Sale Agreement with us;
- (b) we have become financially responsible for the Premises under the Electricity Sale Agreement;
- (c) you have signed a Network Connection Agreement if required by the Distributor;
- (d) the supply of Electricity pursuant to the Feed-In Agreement complies with Applicable Regulations;
- (e) a Meter has been installed at the Premises in accordance with the Feed-In Agreement and arrangements are in place for Metering Data to be provided to us in accordance with the Feed-In Agreement;
- (f) the Distributor has consented to the connection of the Facility to its Network and the export of Electricity from the Facility to the Network;
- (g) the Facility, as constructed, complies with the Applicable Regulations and, if required by the Distributor, the Network Connection Agreement; and
- (h) you have given your explicit informed consent to entering into the Feed-In Agreement.

**5. Formation**

- (a) Unless the Schedule specifies a later date, the Feed-In Agreement is entered into by you when you consent to our offer to purchase Electricity from you by either signing and returning the Schedule to us before the relevant offer expiry date or giving us your verbal consent to the relevant offer.
- (b) Provided that we have not commenced the purchase of Electricity, if:
  - (i) we are not satisfied with the information you provide to us;
  - (ii) we are not satisfied with your supply, connection or metering arrangements (including not being satisfied that you are authorised to supply Electricity from the Premises); or
  - (iii) we determine that you are not eligible to accept the offer contained in the Schedule (for example, you do not satisfy any of the preconditions in clause 4),

we may immediately terminate the Feed-In Agreement by notice to you. If we terminate the Feed-In Agreement under this clause, neither you nor we need to compensate the other as a result of the termination.

**6. Term**

The term of the Feed-In Agreement begins on the date it is signed or accepted by you and continues for the period stated in the Schedule, unless terminated earlier in accordance with clause 22. However, our obligations under the Feed-In Agreement will not begin until the Commencement Date.

**7. Supply of Electricity**

- (a) You agree to supply to us all Electricity generated by the Facility and exported to the Network for the Term.
- (b) Title to the Electricity will transfer to us at the Connection Point.
- (c) You will supply us with Electricity at the Supply Voltage in accordance with the Network Connection Agreement (if applicable) and any requirements of the Distributor. You must ensure that variation in voltage and frequency do not exceed the levels required by the Distributor and any Applicable Regulations.
- (d) You must supply the Electricity at the Connection Point. Where the Electricity supplied is a low voltage, the amount of Electricity supplied will be adjusted for LV/MV losses.
- (e) If you wish to modify or expand the capacity of or otherwise materially change the Facility, you must obtain our prior written consent.
- (f) You must at all times be a party to a Network Connection Agreement if required by the Distributor and comply with its terms.
- (g) You must comply with all obligations imposed on you by the Applicable Regulations and, if required by the Distributor, the Network Connection Agreement.
- (h) You must install, maintain and operate the Facility so as not to cause or be likely to cause any damage or loss to us or any third party, and only allow appropriately qualified people to perform work on the Facility.
- (i) You warrant that the Facility is a Small Renewable Energy Generation Facility and that you are exempt from the requirements to hold a licence in respect of the generation for supply or sale of the Electricity. You acknowledge that if the Facility ceases to be a Small Renewable Energy Generation Facility or you cease to be exempt from the requirement to hold a licence in respect of the generation for supply or sale of the Electricity that you will be in breach of the Feed-In Agreement.

**8. Connection**

- (a) If you request, we will request the Distributor to connect the Facility to the Distributor's Network as soon as practicable, and no later than the next business day, after receiving from you:
  - (i) if we do not already have this information:
    - (1) acceptable identification;
    - (2) contact details; and
    - (3) if the request relates to a rental property, contact details for the property owner or the owner's agent;
  - (ii) all documentation required under the **Electricity Safety Act 1998** (Vic.); and
  - (iii) all documentation reasonably required by us or the Distributor.
- (b) Any charges which are imposed on us by the Distributor in relation to the connection of the Facility to the Network will be directly passed through to you and you must reimburse us for those charges.

**9. Electrical Equipment**

- (a) You must give us (or our agents) an opportunity to inspect any electrical equipment at the Premises and satisfy ourselves that the electrical equipment at the Premises complies with the Applicable Regulations.
- (b) Any inspection of electrical equipment at the Premises we undertake is for our own purposes and you must not rely on our conclusions and we will not be liable for any damage or loss caused by any fault or inadequacy in the equipment.

**10. Metering**

- (a) You will be responsible for supplying and installing and maintaining a Meter at or as near as practicable to the Connection Point in accordance with our and the Distributor's reasonable requirements.
- (b) The Meter must comply with all Applicable Regulations, including the National Electricity Rules (if applicable).
- (c) If you request, we will arrange for the installation of a Meter at or as near as practicable to the Connection Point. Any charges which are imposed on us in relation to the installation of a Meter will be directly passed through to you and you must reimburse us for those charges.
- (d) We (or our agents) are permitted to test the accuracy of the Meter. If the Meter is found to be accurate, then we will be responsible for the Meter testing costs. In any other case, you will be responsible for such costs and will pay them within 14 days of an invoice from us.
- (e) You agree that, subject to all Applicable Regulations, we may make the Meter Data available to third parties.
- (f) The person responsible for the Metering Data will ensure that the Metering Data complies with the Applicable Regulations.
- (g) You must at all times provide us and our officers, employees and agents and their equipment with safe, convenient and unhindered access to the Facility, the Premises and the Meter for any purposes associated with the supply, metering or billing of Electricity provided that the officers, employees or agents produce official identification on request.

**11. Charges**

- (a) We will pay or credit you the Charges for the Electricity and all RECs transferred to us in accordance with this clause 11.
- (b) The initial Charges set out in the Schedule are only valid and will only apply if we have the correct information about your distribution region. If we subsequently determine that your Premises is in a different distribution region we may vary the initial Charges and advise you of the new prices that will apply to the Feed-In Agreement from the Commencement Date of the Feed-In Agreement.
- (c) Unless otherwise provided in these contract conditions, you will be responsible for all other charges in respect of or in any way associated with the Facility, electrical equipment at the Premises, the supply of Electricity and the transfer of RECs and GPR to us under the Feed-In Agreement.
- (d) We can charge you, on a pass through basis, for any costs imposed by your Distributor and any metering service provider. These costs can include, but are not limited to, any costs imposed in relation to the disconnection or reconnection of your Facility and costs for the provision, maintenance or reading (including any special meter reading) of any Meters at the Premises where your Facility is located.
- (e) If:
  - (i) an Increased Tax Cost Event or a change in the Applicable Regulations occurs during the Term of the Feed-In Agreement ; and
  - (ii) we determine that there has been an increase in the direct or indirect costs payable by us in relation to the performance of our obligations under the Feed-In Agreement,you must pay any additional amounts we notify to you as being necessary to compensate us for that increase.

- (f) Without limiting clause 11(b), you must pay the following additional costs:
- (i) any State or Commonwealth taxes other than GST or charges (including without limitation distribution charges, regulated charges, metering charges, transmission and distribution loss factor charges and any increases to those charges) which are imposed on or become payable by us after the date of the Feed-In Agreement in respect of us taking a supply of Electricity from the Facility;
  - (ii) the cost of installing and maintaining any additional metering equipment or upgrades to existing metering equipment required by us or the Distributor under clause 10(a), including the costs of a site assessment by either a Distributor's representative or our representative;
  - (iii) any applicable costs referred to in clause 8 and 11(d); and
  - (iv) the cost of any additional works required by us or the Distributor in relation to the Facility.
- The amount of such costs will be as advised to you on request.
- (g) You must provide us with any such further information as may be required by us to verify amounts claimed as payable or creditable to you under the Feed-In Agreement.
- (h) We will pay or credit you for Electricity supplied under the Feed-In Agreement with the same frequency as you are billed for electricity supplied to you by us under the Electricity Sale Agreement.
- (i) We will pay or credit you by applying, on and from the date you start supplying Electricity under the Feed-In Agreement, the Charges for the amount of Electricity identified by us or the Distributor as having been exported by the Facility to the relevant Network during the relevant Billing Period where possible on an actual reading of the Meter at the Connection Point.
- (j) We will use our best endeavours to ensure that the Electricity supplied is measured at least once in any 12 month period. We will not be in breach of this clause if we are unable to read the Meter in any relevant period as a result of you breaching clause 10(g) or as a result of some other event outside our control.
- (k) If we are not able to reasonably or reliably base a payment or credit on a reading of the Meter, we will not make a payment or credit unless the Distributor estimates the Electricity exported to the Network in accordance with Applicable Regulations. To the maximum extent permitted by law, you acknowledge that no dispute should be raised under any dispute resolution scheme against us in respect of a payment for Electricity where that payment has not been made because the Distributor has not yet estimated the Electricity in accordance with Applicable Regulations.
- (l) Any amount we are required to pay or credit you under this Feed-In Agreement for a Billing Period will be set off against any amount payable by you for that Billing Period under your Electricity Sale Agreement, and will be reflected in the bill issued to you in accordance with your Electricity Sale Agreement. If the amount payable by you under your Electricity Sale Agreement for a Billing Period is less than the amount we are required to pay or credit you under this Feed-In Agreement for the Billing Period, we will apply the difference as a credit on your next bill issued in accordance with the Electricity Sale Agreement.
- (m) When both this Feed-In Agreement and your Electricity Sale Agreement terminate, if after any set off under clause 11(l) there is still a credit applicable to your bill, we will either (at our discretion):
- (i) if you have an electricity sale agreement with us in relation to another premises, apply the amount owed to you as a credit towards any amount which is payable by you under that electricity sale agreement; or
  - (ii) pay you or apply the amount of that credit in any reasonable manner requested by you.

- (n) If we have overpaid or over credited you for the Electricity supplied, we may recover this amount from you in accordance with the Energy Laws.
- (o) If we have underpaid or under credited you for Electricity supplied by you, we will credit the amount of the underpayment or under credit on your next bill in accordance with this clause 11. We are not obliged to pay you interest for any under payment or under crediting.

## 12. Variation of Charges

- (a) We may vary the Charges from time to time by publishing a new price list under section 40H of the **Electricity Industry Act 2000**. We will give you notice as soon as practicable of any variation to the Charges and in any event no later than the next bill.
- (b) A variation to the Charges will take effect on the date specified in our notice given under clause 12(a).
- (c) Any notice of variation will form part of the Feed-In Agreement from the effective date of the variation.
- (d) If the date on which the variation is to take effect occurs during a Billing Period, then:
  - (i) for the period of time from the start of the Billing Period up to the day on which the variation took effect, the former Charges will apply in relation to the amount of Electricity exported by you to the Network during that period; and
  - (ii) for the period of time from the day on which the variation took effect to the end of the Billing Period, the new Charges will apply in relation to the amount of Electricity exported by you to the Network during that period.

## 13. Renewable Energy Certificates

- (a) If we request, the Facility must be registered under the RE Act as an accredited power station and must be approved as a GreenPower Generator under the GreenPower Program.
- (b) In consideration of the payment or credit by us to you for the Electricity, we will be entitled, without further payment to you, to all RECs, GPRs, credits, permits, rights, instruments, accreditations or benefits whatsoever (or in the event such thing or matter cannot be transferred or assigned to us then to receive any benefit which you derive from such thing or matter) arising from:
  - (i) the operation of the Facility, including such operation reducing greenhouse gas emission (including without limitation reducing greenhouse gas emission associated with the generation of electricity); or
  - (ii) the generation of electricity from the Facility, including such generation being fuelled from a renewable source.
- (c) On request you must transfer RECs and GPRs to us which the Facility is entitled to create in respect of Electricity supplied since our previous request or, if we have not previously made a request, since the Commencement Date. At the same time as transferring the RECs or GPRs to us, you must provide us with written notice setting out the date of generation to which the relevant RECs or GPRs relate.
- (d) You will notify us as soon as practicable whenever RECs are available for transfer, identifying in each instance the number of RECs to be transferred. We may within 5 Business Days collect the RECs to be transferred from the relevant on-line registry.
- (e) Title to RECs and GPRs will transfer to us when those RECs and GPRs are transferred to us.
- (f) You undertake to do all things reasonably necessary (or as required by us) to enable us to:

- (i) receive our entitlements under this clause or to otherwise receive the benefits provided for under it; and
  - (ii) receive the RECs and GPRs generated by the Facility (including without limitation, maintaining the registration, accreditation and approvals referred to in clause (a)).
- (g) If we request that the Facility be registered under the RE Act as an accredited power station and be approved as a GreenPower Generator under the GreenPower Program, you warrant and represent that:
- (i) you have not sold, transferred, assigned, licensed or otherwise created any interest in the RECs or GPRs generated by the Facility other than as contemplated in these contract conditions;
  - (ii) you have not assigned, sold, promised or otherwise disposed of or granted the right to create RECs or GPRs generated by the Facility to any other person;
  - (iii) you have not entered into any agreement or arrangements with a third party having the effect of assigning, selling, promising or disposing of any of the rights or creating any interest in the RECs or GPRs generated by the Facility; and
  - (iv) you have complied in all respects with the provisions of the RE Act and GreenPower Program as they affect these contract conditions.

These warranties are repeated each day throughout the Term of the Feed-In Agreement.

#### **14. Responsibility**

We are not responsible for, and you accept all risks in respect of, the control and use of Electricity on your side of the Connection Point.

#### **15. Uncontrollable Events**

- (a) Your or our obligations under the Feed-In Agreement are suspended to the extent to which they are affected by an event outside your or our control (this does not include an obligation to pay money).
- (b) The person affected must give prompt notice of the event outside their control, to the other, in accordance with the Energy Laws.

#### **16. No Warranties**

- (a) Nothing in the Feed-In 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.
- (b) The **Trade Practices Act 1974** (Cth) and other laws imply conditions and warranties into certain types of contracts for the supply or sale of 'goods' and 'services' (within the meaning of those laws). If any condition or warranty is implied into the Feed-In 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 Feed-In Agreement, is limited, as far as the law permits and at our option, to resupplying the goods or services (or paying for their resupply).

#### **17. Liability**

To the maximum extent permitted by law, we are not liable to you or any person claiming through you for any costs, expenses, death, injury, loss or damage (whether direct or indirect and howsoever arising) from the supply of Electricity or any matter not arising in connection with the Feed-In Agreement.



**18. Indemnity**

- (a) To the extent permitted by law, you indemnify us against (and therefore must pay us for) loss or damage arising (other than as a result of the negligence of us, your distributor or a meter reader) in connection with the control and use of Electricity on your side of the Connection Point.
- (b) The indemnities in these contract conditions continue after the Feed-In Agreement ends.
- (c) Any limitations of liability or immunities granted under the National Electricity Law or the Energy Laws, are not limited in their operation or application by anything contained in the Feed-In Agreement.

**19. Excused from Compliance with Laws**

- (a) Notwithstanding our obligation to comply with Energy Laws, if we or the Distributor are excused from strict compliance with any aspect of those laws or the application of those laws to us, or the Distributor by the regulatory authority responsible for enforcing that aspect of the Energy Laws, we are not obliged under the Feed-In Agreement to comply with that aspect of the Energy Laws to the extent we are so excused.
- (b) For the purposes of these contract conditions, we will not have breached any Energy Laws if we have, or the 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.

**20. Variation**

- (a) Any variations to these contract conditions, or any waiver of any rights, must be agreed by both us and you in writing, except for variations to Charges which are expressly provided for elsewhere in these contract conditions.
- (b) You agree that we may, by giving notice to you, vary these contract conditions to reflect any laws, codes, regulatory guidelines or instructions by the relevant regulator, which are amended or introduced after the Feed-In Agreement commences.
- (c) You agree that we may, by giving notice to you, make variations to these contract conditions which are reasonably necessary to achieve optimal business efficiency and performance, provided that such changes do not materially alter your rights or obligations under the Feed-In Agreement to your detriment.
- (d) You agree to comply with these contract conditions as amended by any notice given under clause 20(b) or 20(c). We will not vary these contract conditions so that it is inconsistent with the Energy Laws or where the Energy Laws require us to get your explicit informed consent to the variation.
- (e) You will inform us as soon as possible of any relevant change to your contact details.
- (f) On request, we will provide you with reasonable information on any feed-in tariffs we may offer to you. The information must be given within 10 business days of your request, and if you request it, in writing.
- (g) We will retain your historical feed-in payment or crediting data for at least two (2) years, even though in the meantime your contract with us to supply Electricity to the Network and your Electricity Sale Agreement may have terminated.
- (h) On request, we will provide you with historical billing information in accordance with the Energy Laws.

**21. Complaints**

We will consider any complaint made by you in accordance with the requirements of the Energy Laws.

**22. Termination**

- (a) We may terminate the Feed-In Agreement on written notice to you if:
- (i) any of the preconditions in Clause 4 cease to be satisfied;
  - (ii) you vacate the Premises;
  - (iii) you enter into a new feed-in agreement with us;
  - (iv) you enter into a feed-in agreement with another retailer;
  - (v) our Electricity Sale Agreement with you is terminated with regard to the Premises having been disconnected; or
  - (vi) you breach the Feed-In Agreement and fail to remedy the breach within 10 days of written notice to you requiring you to do so.
- (b) You may terminate the Feed-In Agreement at any time by written notice however, despite any notice of termination, termination of the Feed-In Agreement does not become effective until:
- (i) if you and we enter a new feed-in agreement, the expiry of any cooling-off period in respect of the new feed-in agreement;
  - (ii) if the Feed-In Agreement is terminated because you enter into a feed-in agreement with another retailer, the date when the other retailer becomes responsible for the feed-in agreement; or
  - (iii) if our Electricity Supply Agreement with you is terminated with regard to the Premises having been disconnected, the date when you no longer have a right under the Energy Laws to be reconnected,
- (whichever occurs last)
- (c) If the Feed-In Agreement between you and us is a fixed term contract:
- (i) we will notify you of the following information between one and two months before the expiry date:
    - (1) the date that the Feed-In Agreement is due to expire;
    - (2) the options available to you; and
    - (3) the tariff and contract conditions that will apply after that date if you do not exercise any other option; and
  - (ii) the Feed-In Agreement between us and you will continue after the expiry date on the tariffs and contract conditions notified, without further need for written agreement, provided the tariff and contract conditions have taken effect in accordance with section 40H of the **Electricity Industry Act 2000**.
- (d) Termination, or disconnection of the Facility because of it, does not affect our, or your, right to enforce any right arising before or on termination.

**23. Disconnection under the Electricity Sale Contract**

We may disconnect the supply of Electricity from your Premises (or request that the Distributor disconnect the supply of Electricity from your Premises) if we are entitled to disconnect the supply of electricity to your Premises under the terms of your Electricity Sale Contract with us.

**24. Disconnection on Termination**

We may disconnect the supply of Electricity from your Premises (or request that the Distributor disconnect the supply of Electricity from your Premises) if we terminate the Feed-In Agreement:

- (a) because you have vacated the Premises; or
- (b) because the Facility ceases to be a Small Renewable Energy Generation Facility; or

- (c) for breach; or
- (d) because your Electricity Sale Contract with us has ended or terminated.

**25. Reconnection**

If:

- (a) the Premises has been reconnected in accordance with the terms of your Electricity Sale Contract; or
  - (b) you have remedied, to our reasonable satisfaction, the reason which caused us to disconnect your Facility; and
  - (c) you ask to enter into a new feed-in agreement with us,
- we will arrange for your Facility to be reconnected on payment of a reconnection fee reflecting our direct costs arising from the disconnection and reconnection (to the extent that those costs are not already being recovered by us under your Electricity Sale Contract).

**26. Notices**

- (a) Unless otherwise stated, notices by either party may be given by hand, fax, or post to the address or number of the other party set out in the Schedule.
- (b) If a notice is sent by post, it is taken to be received 3 business days after posting unless received earlier.
- (c) Changes to notice details must be notified in writing to the other party.

**27. Assignment**

- (a) You may assign or create an interest in your rights under the Feed-In Agreement only with our prior written consent.
- (b) We may assign or otherwise create an interest in our rights under the Feed-In Agreement with your consent. In addition, you agree that we may transfer our rights or obligations under the Feed-In Agreement to another person as part of the transfer of all or substantially all of our retail sales business in the state in which your Premises is located. 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 Feed-In Agreement.

**28. Governing Law**

The Feed-In Agreement is governed by the law in force in the state or territory in which your Premises are located.

**29. Withholding**

If we form the view that we are required to withhold any amount in respect of tax from any payment or credit to be made by us to you under the Feed-In Agreement, we are entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of our obligations to pay the relevant amount to you. In the event that we pay an amount to you without withholding an amount in respect of tax, you must indemnify us for any loss suffered by us as a result of failing to withhold. Such loss will be calculated at the withholding tax rate applied by statute or regulation from time to time.

**30. GST**

- (a) All amounts payable or the value of other consideration provided in respect of supplies made in relation to the Feed-In Agreement are exclusive of GST (if any). If a GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with the Feed-In Agreement, the amounts payable or the value of the consideration provided for that supply (or deemed supply) ('Payment') shall be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.

- (b) Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a Tax Invoice will be provided by the party being reimbursed or indemnified.
- (c) All GST payable shall be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 days of a Tax Invoice being issued by the party making the supply.
- (d) Where in relation to the Feed-In Agreement a party makes a taxable supply, that party shall provide a Tax Invoice in respect of that supply before the GST payable in respect of that supply becomes due.
- (e) Terms defined in **A New Tax System (Goods and Services Tax) Act 1999** of Australia have the same meaning when used in these contact conditions.

### Flora and Fauna Guarantee Act 1988

#### NOTICE OF DECISION UNDER SECTION 16

In accordance with section 16 of the **Flora and Fauna Guarantee Act 1988**, I have considered the final recommendations of the Scientific Advisory Committee as advertised in 'The Age' newspaper and 'The Weekly Times' newspaper on 22 March 2006 and various local newspapers on 22 March 2006 and 23 March 2006, and in the Government Gazette on 23 March 2006.

I have decided, after considering the comments of the Victorian Catchment Management Council, to recommend to the Governor in Council that the taxa of flora recommended for listing by the Scientific Advisory Committee be added to the list of taxa and communities of flora and fauna which are threatened.

The taxa to be added are:

<i>Caladenia ornata</i> .....	Ornate Pink-fingers
<i>Caladenia</i> sp. aff. <i>venusta</i> (Stuart Mill).....	Stuart Mill Spider-orchid
<i>Corunastylis</i> sp. aff. <i>nudiscapa</i> (Otway Ranges).....	Otway Midge-orchid
<i>Dianella amoena</i> .....	Matted Flax-lily
<i>Leptodon smithii</i> .....	Prince-of-Wales Feather-moss
<i>Nymphoides crenata</i> .....	Wavy Marshwort
<i>Pterostylis chlorogramma</i> .....	Green-striped Greenhood
<i>Pterostylis</i> sp. aff. <i>bicolor</i> (Woorndoo).....	Dense Greenhood
<i>Pterostylis</i> sp. aff. <i>cycnocephala</i> .....	Cygnets Greenhood
<i>Pterostylis</i> sp. aff. <i>dolichochila</i> (Portland) .....	Portland Long-tongue Shell-orchid
<i>Pterostylis</i> sp. aff. <i>furcata</i> .....	Small Sickle Greenhood
<i>Pterostylis</i> sp. aff. <i>mutica</i> .....	Leprechaun Greenhood

My reasons for this decision are the same as those advertised in the final recommendations of the Scientific Advisory Committee.

Dated 27 February 2008

GAVIN JENNINGS MLC  
Minister for Environment and Climate Change

**Melbourne Cricket Ground Act 1984****MELBOURNE CRICKET GROUND (OPERATION OF FLOODLIGHTS)  
ORDER NO. 1/2008**

I, James Merlino, Minister for Sport, Recreation and Youth Affairs, make the following Order:

**1. Title**

This Order may be cited as the Melbourne Cricket Ground (Operation of Floodlights) Order No. 1/2008.

**2. Objectives**

The objectives of the Order are to:

- (a) Specify the days and times during which the floodlights affixed to the floodlight towers at the Melbourne Cricket Ground (MCG) may be used; and
- (b) Specify the purpose for which the floodlights may be used on those days.

**3. Authorising provision**

This Order is made under section 3 of the **Melbourne Cricket Ground Act 1984**.

**4. Floodlights may be used on certain days at certain times and for certain purposes**

The floodlights affixed to the floodlight towers at the Melbourne Cricket Ground may be used:

- (a) Between 8.00 am and 6.00 pm for the purpose of playing Australian Football League day matches on the following days:

22 March 2008

29 March 2008

6 April 2008

12 April 2008

13 April 2008

20 April 2008

25 April 2008

26 April 2008

3 May 2008

4 May 2008

17 May 2008

25 May 2008

31 May 2008

7 June 2008

9 June 2008

14 June 2008

15 June 2008

21 June 2008

22 June 2008

28 June 2008

29 June 2008

12 July 2008

13 July 2008

19 July 2008

- 26 July 2008
- 27 July 2008
- 2 August 2008
- 16 August 2008
- 17 August 2008
- 23 August 2008
- 30 August 2008
- 31 August 2008
- (b) Between 4.00 pm and 11.30 pm for the purpose of playing Australian Football League night matches on the following days:
  - 20 March 2008
  - 23 March 2008
  - 30 March 2008
  - 5 April 2008
  - 19 April 2008
  - 27 April 2008
  - 10 May 2008
  - 23 May 2008
  - 24 May 2008
  - 27 June 2008
  - 11 July 2008
  - 25 July 2008
  - 1 August 2008
  - 8 August 2008
  - 9 August 2008
- (c) Between 8.00 am and 11.30 pm for the purpose of playing Australian Football League final series matches on any of the following days:
  - 5 September 2008, 6 September 2008 and 7 September 2008;
  - 12 September 2008 and 13 September 2008;
  - 19 September 2008 and 20 September 2008;
  - 27 September 2008; and
  - 4 October 2008.
- (d) Between 8.00 am and 8.00 pm for the purpose of aligning, testing, repairing and training, on any day from 20 March 2008 until 5 October 2008.

Dated 11 March 2008

JAMES MERLINO MP  
Minister for Sport, Recreation and Youth Affairs

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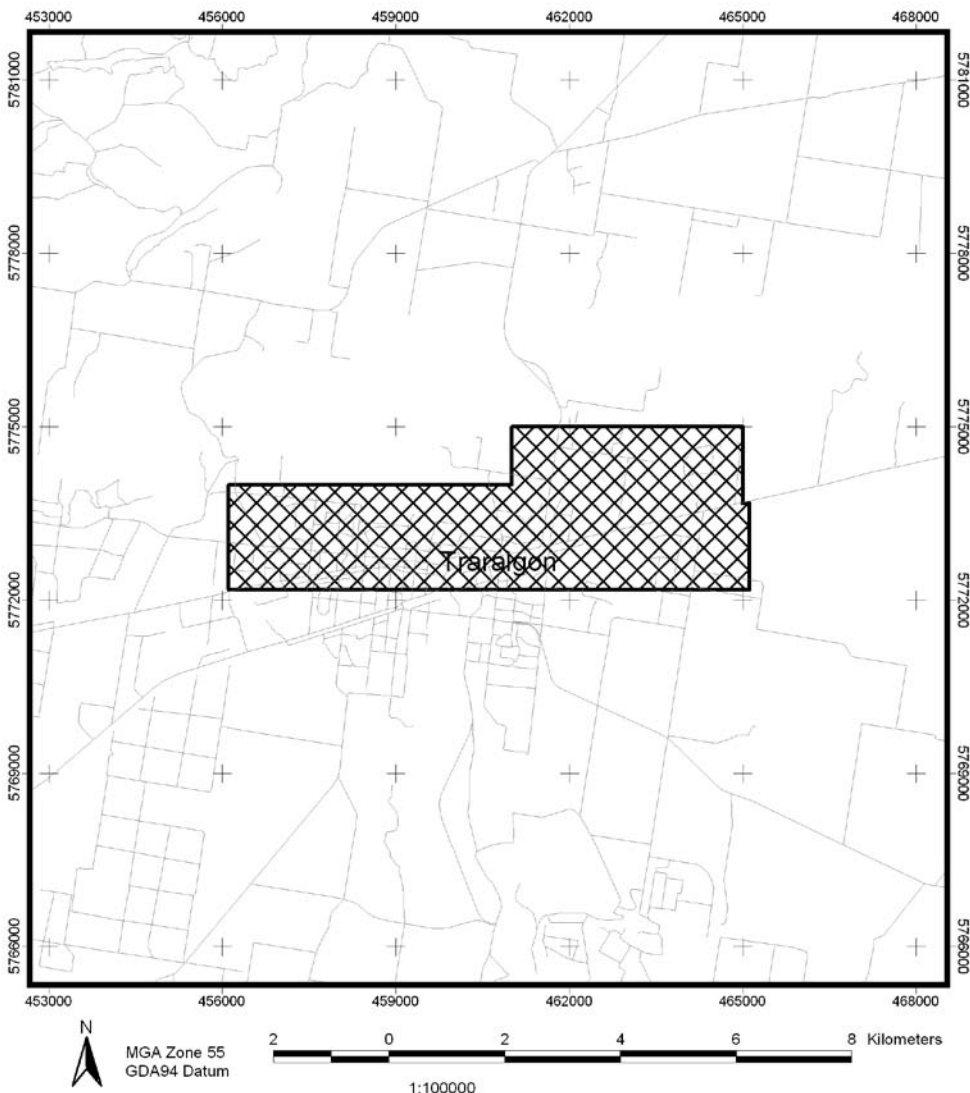
**Mineral Resources (Sustainable Development) Act 1990**

DEPARTMENT OF PRIMARY INDUSTRIES

Exemption from Exploration Licence or Mining Licence

I, Richard Aldous, Executive Director, Minerals and Petroleum, pursuant to section 7 of the **Mineral Resources (Sustainable Development) Act 1990** and under delegation by the Minister for Energy and Resources, hereby exempt all land situated within the boundaries of the hatched area on the attached map (Schedule A) from being subject to an exploration licence or mining licence.

**Schedule A**



Dated 3 March 2008

RICHARD ALDOUS  
Executive Director, Minerals and Petroleum

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

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

- (a) lodge with me a notice in the prescribed form of his/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>
Wanyuan Cui	Recoveries Corporation P/L	Level 7, 505 Little Collins Street, Melbourne, Vic. 3000.	Commercial Sub-Agent's Licence
Haydn Halse	Recoveries Corporation P/L	Level 7, 505 Little Collins Street, Melbourne, Vic. 3000.	Commercial Sub-Agent's Licence
Sowadsamy Kownden	Australian Receivables Ltd	363 King Street, Melbourne, Vic. 3000.	Commercial Sub-Agent's Licence
Bruce W. Pell	Lyndon Peak P/L	6 McGlone Street, Mitcham, Vic. 3132.	Commercial Sub-Agent's Licence
Michael James Delaney	Shield Mercantile P/L	Level 8, 167–169 Queen Street, Melbourne, Vic. 3000.	Commercial Sub-Agent's Licence

Dated at Melbourne 5 March 2008

TREVOR RIPPER  
Registrar  
Magistrates' Court of Victoria



**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 applications, as under, have been lodged for hearing by the said Court on the date specified. That date being 2 April 2008.

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>
Malcolm Hadji		43 Fremont Parade, Sunshine 3020	Commercial Sub-Agents Licence

Dated at Sunshine 5 March 2008

ROBERT M. BRUGGEMANN  
Deputy Registrar  
Magistrates' Court of Victoria

**Wildlife Act 1975****WILDLIFE (CONTROL OF HUNTING) NOTICE NO. 1/2008**

I, Gavin Jennings, Minister for Environment and Climate Change, make the following Notice:

Dated 4 March 2008

GAVIN JENNINGS

Minister for Environment and Climate Change

**1. Title**

This Notice may be cited as the Wildlife (Control of Hunting) Notice No. 1/2008.

**2. Objective**

The objective of this Notice is to prohibit absolutely the taking, destroying or hunting of certain taxa of duck in Victoria during the specified period.

**3. Authorising provision**

This Notice is made under section 86 of the **Wildlife Act 1975**.

**4. Commencement**

This Notice takes effect on 15 March 2008.

**5. Hunting of duck prohibited**

The taking, destroying or hunting of any taxa of duck listed in the Schedule to this Notice is prohibited in Victoria during the period commencing on Saturday 15 March 2008 and ending on Monday 9 June 2008 (both dates inclusive).

**6. Contravention of Notice**

A person must not contravene any part of this Notice.

Penalty: 25 penalty units.

**SCHEDULE**

<b>Common Name</b>	<b>Scientific Name</b>
Pacific Black Duck	<i>Anas superciliosa</i>
Australasian (Blue Winged) Shoveler	<i>Anas rhynchotis</i>
Chestnut Teal	<i>Anas castanea</i>
Grey Teal	<i>Anas gibberifrons</i>
Hardhead (White-eyed Duck)	<i>Aythya australis</i>
Australian Shelduck (Mountain Duck)	<i>Tadorna tadornoides</i>
Pink-eared Duck	<i>Malacorhynchus membranaceus</i>
Australian Wood Duck (Maned Duck)	<i>Chenonetta jubata</i>

AGREEMENT FOR THE MELBOURNE CITY LINK AND  
AGREEMENT FOR THE EXHIBITION STREET EXTENSION PROJECT

Notice under Schedule 4 of the Agreement for Integrating and Facilitating the Project and the Exhibition Street Extension Project between the Crown in right of the State of Victoria, CityLink Melbourne Limited, Transurban Infrastructure Management Limited and City Link Extension Pty Limited (the 'IFA') (as substituted for (and as if incorporated in lieu of) Schedule 3 of the Agreement for the Melbourne City Link between the Crown in right of the State of Victoria, CityLink Melbourne Limited and Transurban Infrastructure Management Limited (the 'Concession Deed') and Schedule 1 of the Agreement for the Exhibition Street Extension Project between the Crown in right of the State of Victoria and City Link Extension Pty Limited ('the ESEP Deed')).

CityLink Melbourne Limited, ABN 65 070 810 678, (for itself and as agent of City Link Extension Pty Limited, ABN 40 082 058 615) ('CityLink Melbourne') gives notice of the following Charge Tolls, Maximum Charge Tolls, Day Tolls, Taxi Tolls and Taxi Day Tolls for the Melbourne City Link and the Exhibition Street Extension:

**Schedule of Charge Tolls and Maximum Charge Tolls**

**Charge Tolls (\$/vehicle)**

Category of Vehicle Tollable Section	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road	\$1.61	\$2.58	\$3.06	\$0.80
Western Link Section 1, between Racecourse Road and Dynon Road	\$1.61	\$2.58	\$3.06	\$0.80
Western Link Section 2, between Footscray Road and West Gate Freeway	\$2.01	\$3.22	\$3.82	\$1.01
Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1: (a) between Punt Road and the exit to Boulton Parade; and (b) comprising Boulton Parade	\$2.01	\$3.22	\$3.82	\$1.01
Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street	\$3.62	\$5.79	\$6.88	\$1.81
Southern Link Section 1, between Burnley Street and Punt Road and including that part of Southern Link Section 1: (a) between Punt Road and the exit to Boulton Parade; and (b) comprising Boulton Parade	\$1.61	\$2.58	\$3.06	\$0.80
Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street	\$1.61	\$2.58	\$3.06	\$0.80
Southern Link Section 1, between Glenferrie Road and Burnley Street	\$1.61	\$2.58	\$3.06	\$0.80
Southern Link Section 5, between Burnley Street and Glenferrie Road	\$1.61	\$2.58	\$3.06	\$0.80
Exhibition Street Extension	\$1.01	\$1.61	\$1.91	\$0.50

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
<b>Tollable Section</b>				
Southern Link Section 1, between Punt Road and Swan Street Intersection, other than: (a) that part of Southern Link Section 1: (i) between Punt Road and the exit to Boulton Parade; and (ii) comprising Boulton Parade; and (b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road	\$1.01	\$1.61	\$1.91	\$0.50
Southern Link Section 5, between Swan Street Intersection and Punt Road	\$1.01	\$1.61	\$1.91	\$0.50

## Notes:

1. When travelling on Southern Link Section 1 between Burnley Street and Punt Road and then onto Batman Avenue, the Tollable Sections may be combined for the purposes of levying Tolls.
2. When travelling on Southern Link Section 1 and into the Domain Tunnel, the Tollable Sections may be combined for the purposes of levying Tolls.
3. A reference in the description of a Tollable Section to a part of the Southern Link between a particular street or road and Burnley Street, includes that part of the Southern Link between that particular street or road and where Burnley Street would cross the Southern Link if Burnley Street continued in a straight southerly direction from its southernmost extremity.
4. In this table:  
 'Boulton Parade' includes the off-ramp connecting the rest of the Southern Link to Boulton Parade;  
 'Burnley Tunnel' means the eastbound tunnel between Sturt Street and Burnley Street;  
 'Domain Tunnel' means the westbound tunnel between Punt Road and Sturt Street; and  
 'Swan Street Intersection' means the intersection between Swan Street and Batman Avenue.

**Maximum Charge Tolls (\$/vehicle)**

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Total Link occurs between 6.00 am and 8.00 pm	\$6.04	\$8.05	\$8.05	\$3.02
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Total Link occurs between 8.00 pm and 6.00 am	\$6.04	\$6.04	\$6.04	\$3.02

**Day Tolls (\$/vehicle)**

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Day Toll	\$11.55	\$18.50	\$22.00	\$5.75

**Taxi Tolls (\$/Taxi)**

<b>Trip</b>	<b>Taxi Toll</b>
Trips involving use of any or all of the Tollable Sections which comprise the Western Link* and no other Tollable Sections	\$3.70
Trips involving use of any or all of the Tollable Sections which comprise the Southern Link** and/or Exhibition Street Extension*** and no other Tollable Sections	\$3.70
Trips involving use of Tollable Sections which comprise both the Western Link* and either or both of the Southern Link** and the Exhibition Street Extension***	\$5.70

\* The Western Link comprises the following three Tollable Sections:

1. Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road.
2. Western Link Section 1, between Racecourse Road and Dynon Road.
3. Western Link Section 2, between Footscray Road and West Gate Freeway.

\*\* The Southern Link comprises the following eight Tollable Sections:

1. Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:
  - (a) between Punt Road and the exit to Boulton Parade; and
  - (b) comprising Boulton Parade.

2. Southern Link Section 1, between Burnley Street and Punt Road and including that part of Southern Link Section 1:
  - (a) between Punt Road and the exit to Boulton Parade; and
  - (b) comprising Boulton Parade.
3. Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street.
4. Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.
5. Southern Link Section 1, between Glenferrie Road and Burnley Street.
6. Southern Link Section 5, between Burnley Street and Glenferrie Road.
7. Southern Link Section 1, between Punt Road and Swan Street Intersection, other than:
  - (a) that part of Southern Link Section 1:
    - (i) between Punt Road and the exit to Boulton Parade; and
    - (ii) comprising Boulton Parade; and
  - (b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road.
8. Southern Link Section 5, between Swan Street Intersection and Punt Road.

\*\*\* The Exhibition Street Extension comprises the following Tollable Section:

1. Exhibition Street Extension.

**Taxi Day Tolls (\$/Taxi)**

<b>Taxi</b>	<b>Taxi Day toll</b>
Metropolitan Taxi	\$11.55
A Taxi not being a Metropolitan Taxi	\$7.00

CityLink Melbourne intends that each Charge Toll, Maximum Charge Toll, Day Toll, Taxi Toll and Taxi Day Toll specified above will first apply in the quarter ending 30 June 2008.

Capitalised terms in this notice that are defined in:

- (a) the Concession Deed have, subject to paragraph (b), that meaning in this notice;
- (b) the ESEP Deed have that meaning in this notice, but only to the extent that the provision applies to the ESEP Deed,

subject to the provisions of the IFA.

P. G. B. O'SHEA  
 Company Secretary  
 CityLink Melbourne Limited  
 (ABN 65 070 810 678)

J. C. BRANT  
 Director  
 CityLink Melbourne Limited  
 (ABN 65 070 810 678)

**AGREEMENT FOR THE EXHIBITION STREET EXTENSION PROJECT**

Notice under Schedule 1 of the Agreement for the Exhibition Street Extension Project between the Crown in right of the State of Victoria and City Link Extension Pty Limited (the 'ESEP Deed').

City Link Extension Pty Limited, ABN 40 082 058 615 ('Cleppo'), gives notice of the following Charge Tolls for the Exhibition Street Extension:

**Charge Tolls (\$/vehicle)**

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
<b>Tollable Section</b>				
Exhibition Street Extension	\$1.01	\$1.61	\$1.91	\$0.50

Cleppo intends that these Charge Tolls will first apply in the quarter ending 30 June 2008.

Capitalised terms in this notice that are defined in the ESEP Deed have the same meaning as given by the ESEP Deed.

P. G. B. O'SHEA  
 Company Secretary  
 City Link Extension Pty Limited  
 ABN 40 082 058 615

J. C. BRANT  
 Director  
 City Link Extension Pty Limited  
 ABN 40 082 058 615



## AGREEMENT FOR THE MELBOURNE CITY LINK

Notice under Schedule 3 of the Agreement for the Melbourne City Link between the Crown in right of the State of Victoria, CityLink Melbourne Limited and Transurban Infrastructure Management Limited (the 'Concession Deed').

CityLink Melbourne Limited, ABN 65 070 810 678, ('CityLink Melbourne') gives notice of the following Charge Tolls, Maximum Charge Tolls, Day Tolls, Taxi Tolls and Taxi Day Tolls for the Melbourne City Link:

**Charge Tolls (\$/vehicle)**

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
<b>Tollable Section</b>				
Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road	\$1.61	\$2.58	\$3.06	\$0.80
Western Link Section 1, between Racecourse Road and Dynon Road	\$1.61	\$2.58	\$3.06	\$0.80
Western Link Section 2, between Footscray Road and West Gate Freeway	\$2.01	\$3.22	\$3.82	\$1.01
Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1: (a) between Punt Road and the exit to Boulton Parade; and (b) comprising Boulton Parade	\$2.01	\$3.22	\$3.82	\$1.01
Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street	\$3.62	\$5.79	\$6.88	\$1.81
Southern Link Section 1, between Burnley Street and Punt Road and including that part of Southern Link Section 1: (a) between Punt Road and the exit to Boulton Parade; and (b) comprising Boulton Parade	\$1.61	\$2.58	\$3.06	\$0.80

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
<b>Tollable Section</b>				
Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street	\$1.61	\$2.58	\$3.06	\$0.80
Southern Link Section 1, between Glenferrie Road and Burnley Street	\$1.61	\$2.58	\$3.06	\$0.80
Southern Link Section 5, between Burnley Street and Glenferrie Road	\$1.61	\$2.58	\$3.06	\$0.80
Southern Link Section 1, between Punt Road and Swan Street Intersection, other than:	\$1.01	\$1.61	\$1.91	\$0.50
(a) that part of Southern Link Section 1:				
(i) between Punt Road and the exit to Boulton Parade; and				
(ii) comprising Boulton Parade; and				
(b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road				
Southern Link Section 5, between Swan Street Intersection and Punt Road	\$1.01	\$1.61	\$1.91	\$0.50

## Notes:

1. When travelling on Southern Link Section 1 between Burnley Street and Punt Road and then onto Batman Avenue, the Tollable Sections may be combined for the purposes of levying Tolls.
2. When travelling on Southern Link Section 1 and into the Domain Tunnel, the Tollable Sections may be combined for the purposes of levying Tolls.
3. A reference in the description of a Tollable Section to a part of the Southern Link between a particular street or road and Burnley Street, includes that part of the Southern Link between that particular street or road and where Burnley Street would cross the Southern Link if Burnley Street continued in a straight southerly direction from its southernmost extremity.
4. In this table:
  - ‘Boulton Parade’ includes the off-ramp connecting the rest of the Southern Link to Boulton Parade;
  - ‘Burnley Tunnel’ means the eastbound tunnel between Sturt Street and Burnley Street;
  - ‘Domain Tunnel’ means the westbound tunnel between Punt Road and Sturt Street; and
  - ‘Swan Street Intersection’ means the intersection between Swan Street and Batman Avenue.

**Maximum Charge Tolls (\$/vehicle)**

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Link occurs between 6.00 am and 8.00 pm	\$6.04	\$8.05	\$8.05	\$3.02
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Link occurs between 8.00 pm and 6.00 am	\$6.04	\$6.04	\$6.04	\$3.02

**Day Tolls (\$/vehicle)**

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Day Toll	\$11.55	\$18.50	\$22.00	\$5.75

**Taxi Tolls (\$/Taxi)**

<b>Trip</b>	<b>Taxi Toll</b>
Trips involving use of any or all of the Tollable Sections which comprise the Western Link* and no other Tollable Sections	\$3.70
Trips involving use of any or all of the Tollable Sections which comprise the Southern Link** and no other Tollable Sections	\$3.70
Trips involving use of Tollable Sections which comprise both the Western Link* and the Southern Link**	\$5.70

\* The Western Link comprises the following three Tollable Sections:

1. Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road.
2. Western Link Section 1, between Racecourse Road and Dynon Road.
3. Western Link Section 2, between Footscray Road and West Gate Freeway.

\*\* The Southern Link comprises the following eight Tollable Sections:

1. Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:
  - (a) between Punt Road and the exit to Boulton Parade; and
  - (b) comprising Boulton Parade.

2. Southern Link Section 1, between Burnley Street and Punt Road and including that part of Southern Link Section 1:
  - (a) between Punt Road and the exit to Boulton Parade; and
  - (b) comprising Boulton Parade.
3. Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street.
4. Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.
5. Southern Link Section 1, between Glenferrie Road and Burnley Street.
6. Southern Link Section 5, between Burnley Street and Glenferrie Road.
7. Southern Link Section 1, between Punt Road and Swan Street Intersection, other than:
  - (a) that part of Southern Link Section 1:
    - (i) between Punt Road and the exit to Boulton Parade; and
    - (ii) comprising Boulton Parade; and
  - (b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road.
8. Southern Link Section 5, between Swan Street Intersection and Punt Road.

**Taxi Day Tolls (\$/Taxi)**

<b>Taxi</b>	<b>Taxi Day toll</b>
Metropolitan Taxi	\$11.55
A Taxi not being a Metropolitan Taxi	\$7.00

CityLink Melbourne intends that each Charge Toll, Maximum Charge Toll, Day Toll, Taxi Toll and Taxi Day Toll specified above will first apply in the quarter ending 30 June 2008.

Capitalised terms in this notice that are defined in the Concession Deed have the same meaning as given by the Concession Deed.

P. G. B. O'SHEA  
 Company Secretary  
 CityLink Melbourne Limited  
 (ABN 65 070 810 678)

J. C. BRANT  
 Director  
 CityLink Melbourne Limited  
 (ABN 65 070 810 678)

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

## Notice of Approval of Amendment

## Amendment C92

The Minister for Planning has approved Amendment C92 to the Brimbank Planning Scheme.

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

The Amendment rezones land at 34 and 36 East Esplanade, St Albans, from Residential 1 to a Business 2 Zone.

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

Permit No.	Description of land
P448/2006	34 East Esplanade, St Albans.
P449/2006	36 Esplanade East, St Albans.

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](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours at the offices of the Brimbank City Council, Sunshine Harvester Customer Service Centre, Hampshire Road, Sunshine, and Keilor Office, Old Calder Highway, corner of Borrell Street, Keilor.

GENEVIEVE OVERELL  
General Manager  
Planning, Heritage and Urban Design  
Department of Planning and  
Community Development

Department of Infrastructure, required for the construction of the Willam Street to Gibson Avenue road link, Parkville; and

- b) makes changes to Planning Scheme map No. 2 to rezone land on the corner of Park Street and Oak Street, Parkville, from Residential 1 Zone to Public Use Zone 3 'Health and Community'.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the Department of Planning and Community Development website at [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection) and at the offices of the Melbourne City Council, 3rd Floor, Council House 2, 242 Little Collins Street, Melbourne.

GENEVIEVE OVERELL  
General Manager  
Planning, Heritage and Urban Design  
Department of Planning and  
Community Development

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

## Notice of Approval of Amendment

## Amendment C53

The Minister for Planning has approved Amendment C53 to the Mitchell Planning Scheme.

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

The Amendment:

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

## Notice of Approval of Amendment

## Amendment C138

The Minister for Planning has approved Amendment C138 to the Melbourne Planning Scheme.

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

The Amendment:

- a) makes changes to the Schedule to Clause 52.17 'Native Vegetation' to provide that no permit is required to remove, destroy or lop native vegetation for works undertaken by or on behalf of the Secretary to the

- amends the Schedule to the Public Conservation and Resource Zone;
- amends Schedule 3 to the Environmental Significance Overlay;
- amends Schedules 1 and 2 to the Vegetation Protection Overlay;
- amends Schedule 2 to the Significant Landscape Overlay;
- amends the Schedule to the Erosion Management Overlay;
- amends the Schedule to the Salinity Management Overlay;
- amends the Schedule to the Floodway Overlay;

- amends the Schedule to the Significant Landscape Overlay; and
- amends Schedule to Clause 52.17 – Native Vegetation;

to facilitate the construction of the Broadford Water Supply 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](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours, at the Department of Planning and Community Development, the Hume Regional Office at 89 Sydney Road, Benalla, and at the offices of the Mitchell Shire Council, 113 High Street, Broadford.

GENEVIEVE OVERELL  
General Manager  
Planning, Heritage and Urban Design  
Department of Planning and  
Community Development

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### **Planning and Environment Act 1987**

#### **MONASH PLANNING SCHEME**

##### Notice of Approval of Amendment

##### Amendment C25

The Minister for Planning has approved Amendment C25 to the Monash Planning Scheme.

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

The Amendment rezones land at 59 Kinnoull Grove, Glen Waverley, from Public Use Zone Schedule 7 (PUZ7) to Residential 1 Zone.

The Minister has granted the following Permit under Division 5 Part 4 of the Act:  
Permit No.: 32465.

Description of land: 59 Kinnoull Grove, Glen Waverley.

A copy of the Amendment and permit can be inspected, free of charge, at the Department of Planning and Community Development website at [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours, at the offices of the Monash City Council, 293 Springvale Road, Glen Waverley.

GENEVIEVE OVERELL  
General Manager  
Planning, Heritage and Urban Design  
Department of Planning and  
Community Development

### **Planning and Environment Act 1987**

#### **WYNDHAM PLANNING SCHEME**

##### Notice of Approval of Amendment

##### Amendment C81

The Minister for Planning has approved Amendment C81 to the Wyndham Planning Scheme.

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

The Amendment rezones approximately 277 hectares of land on the north side of Point Cook Homestead Road, Point Cook, from Farming Zone to Residential 1 Zone and rezones 391–395 Point Cook Road, Point Cook (12 hectares) from Green Wedge to Public Park and Recreation Zone.

A copy of the Amendment can be inspected at the Department of Planning and Community Development website at [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours, at the offices of the Wyndham City Council, 45 Princes Highway, Werribee.

GENEVIEVE OVERELL  
General Manager  
Planning, Heritage and Urban Design  
Department of Planning and  
Community Development

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### **Planning and Environment Act 1987**

#### **WYNDHAM PLANNING SCHEME**

##### Notice of Approval of Amendment

##### Amendment C91

The Minister for Planning has approved Amendment C91 to the Wyndham Planning Scheme.

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

The Amendment:

- amends the existing local policy at Clause 22.01 – Werribee West, Wyndham North, and Point Cook Growth Area Planning Policy so that on the north side of Point Cook Homestead Road, Point Cook, can be considered for development in a higher density urban form than previously allowed;

- introduces a Development Plan Overlay – Schedule 13 into the planning scheme to apply to the land; and
- includes reference to the Point Cook Concept Plan Addendum 2007 which is a document incorporated into the Wyndham Planning Scheme under the Schedule to Clause 81.

A copy of the Amendment can be inspected at the Department of Planning and Community Development website at [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours, at the offices of the Wyndham City Council, 45 Princes Highway, Werribee.

GENEVIEVE OVERELL  
General Manager  
Planning, Heritage and Urban Design  
Department of Planning and  
Community Development

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## ORDERS IN COUNCIL

### Health Services Act 1988

#### EXEMPTION FROM THE OPERATION OF A PROVISION OF PART 3

Order in Council

The Governor in Council under section 11(1) of the **Health Services Act 1988** ('the Act') declares that section 65U(2) of the Act does not have effect in relation to Charles Clemens Furphy, a director and chairperson to the board of Goulburn Valley Health, from 1 January 2009 to 30 June 2011 (both dates inclusive).

This Order is effective from the day on which it is gazetted.

Dated 11 March 2008

Responsible Minister

HON DANIEL ANDREWS MP

Minister for Health

RYAN HEATH

Clerk of the Executive Council

### Health Services Act 1988

#### ORDER TO REMOVE THE NAMES OF TWO DENOMINATIONAL HOSPITALS

Order in Council

The Governor in Council under section 8(1) of the **Health Services Act 1988** (the Act), by this Order, removes the names of the following denominational hospitals from Schedule 2 to the Act:

Caritas Christi Hospice Limited

St George's Health Service Limited

This Order takes effect from the date of publication in the Victorian Government Gazette.

Dated 11 March 2008

Responsible Minister

HON DANIEL ANDREWS MP

Minister for Health

RYAN HEATH

Clerk of the Executive Council

### Land Act 1958

#### APPROVAL BY THE GOVERNOR IN COUNCIL TO THE SALE OF CROWN LAND BY PRIVATE TREATY

Order in Council

The Governor in Council, pursuant to sections 99A(1)(a) and 99A(2) of the **Land Act 1958**, approves the sale by private treaty

of Crown Allotment 2004 in the Township of Nowa Nowa, Parish of Ninnie, situated on the Bruthen–Nowa Nowa Road at Nowa Nowa.

This Order is effective from the date it is published in the Government Gazette.

Dated 11 March 2008

Responsible Minister

TIM HOLDING MP

Minister for Finance, WorkCover

and the Transport Accident Commission

RYAN HEATH

Clerk of the Executive Council

### Land Act 1958

#### APPROVAL BY THE GOVERNOR IN COUNCIL TO THE SALE OF CROWN LAND BY PRIVATE TREATY

Order in Council

The Governor in Council, pursuant to sections 99A(1)(a) and 99A(2) of the **Land Act 1958**, approves the sale by private treaty of Crown Allotment 2023 in the Township of Numurkah, Parish of Katunga, situated off Bank Street, Numurkah.

This Order is effective from the date it is published in the Government Gazette.

Dated 11 March 2008

Responsible Minister

TIM HOLDING MP

Minister for Finance, WorkCover

and the Transport Accident Commission

RYAN HEATH

Clerk of the Executive Council

### Local Government Act 1989

#### ALTERATION OF ELECTORAL STRUCTURE OF THE MOIRA SHIRE COUNCIL

Order in Council

The Governor in Council under section 220Q(j) of the **Local Government Act 1989** re-constitutes the municipal district of the Moira Shire Council as an unsubdivided municipal district as described in plan LEGL./07–332 lodged in the Central Plan Office.



Under section 220S(1)(a) of the **Local Government Act 1989** this Order comes into operation on the date it is published in the Government Gazette.

The changes are to have effect for the purposes of the next general election of the Moira Shire Council, and shall continue to have effect from the election day for that election.

Dated 11 March 2008

Responsible Minister

RICHARD WYNNE MP

Minister for Local Government

RYAN HEATH

Clerk of the Executive Council

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### **Shop Trading Reform Act 1996**

#### **SPECIAL EXEMPTION FROM EASTER SUNDAY CLOSING TIMES**

##### **Order in Council**

The Governor in Council under section 5A(1)(c) of the **Shop Trading Reform Act 1996** grants special exemption from Easter Sunday shop closing times to shops located within the boundaries of the Sandown International Raceway for Easter Sunday 2008.

The Sandown International Raceway is bounded by the following roadways: Princes Highway, Corrigan Road, Allister Road, Flinders Street, Springvale Road, Sandown Road, and Racecourse Road in Springvale, in the City of Greater Dandenong.

This Order is effective from the date it is published in the Government Gazette.

Dated 11 March 2008

Responsible Minister

JOE HELPER MP

Minister for Small Business

RYAN HEATH

Clerk of the Executive Council

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

Notice is hereby given under Section 17(3) of the **Subordinate Legislation Act 1994** that the following Statutory Rules were first obtainable from Information Victoria, 505 Little Collins Street, Melbourne on the date specified:

13. *Statutory Rule:* Liquor Control Reform (Prescribed Class of Premises) Regulations 2008
- Authorising Act:* Liquor Control Reform Act 1998
- Date first obtainable:* 13 March 2008
- Code A*
14. *Statutory Rule:* Public Administration (Review of Actions) (Amendment) Regulations 2008
- Authorising Act:* Public Administration Act 2004
- Date first obtainable:* 13 March 2008
- Code A*

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