



# Victoria Government Gazette

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**No. G 50 Thursday 10 December 2009**

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**GENERAL**

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**Advertisers Please Note**

As from 10 December 2009

The last Special Gazette was No. 457 dated 9 December 2009.

The last Periodical Gazette was No. 1 dated 3 June 2009.

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- See our webpage [www.gazette.vic.gov.au](http://www.gazette.vic.gov.au)
  - or contact our office on 8523 4601  
between 8.30 am and 5.30 pm Monday to Friday
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**Copies of recent Special Gazettes can now be viewed at the following display cabinet:**

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

**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)  
CHRISTMAS PERIOD 2009**

**PLEASE NOTE:**

**A General Gazette will NOT be published on Thursday 31 December 2009.**

**Where urgent gazettal is required from Monday 28 December 2009 through to Thursday 31 December 2009, a Special Gazette can be published.**

The final Victoria Government Gazette (General) for 2009 (G52/09) will be published on **Thursday 24 December 2009.**

**Copy deadlines:**

Private Advertisements **9.30 am on Friday 18 December 2009**

Government and Outer

Budget Sector Agencies Notices **9.30 am on Monday 21 December 2009**

**Office Hours:**

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

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

JENNY NOAKES  
Government Gazette Officer

**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)  
NEW YEAR WEEK 2010**

**Please Note:**

The Victoria Government Gazette (General) for New Year week (G1/10) will be published on **Thursday 7 January 2010.**

**Copy deadlines:**

Private Advertisements **9.30 am on Monday 4 January 2010**

Government and Outer

Budget Sector Agencies Notices **9.30 am on Monday 4 January 2010**

**Office Hours:**

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

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

JENNY NOAKES  
Government Gazette Officer

**VICTORIA GOVERNMENT GAZETTE**

**Subscribers and Advertisers**

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JENNY NOAKES  
Government Gazette Officer

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## PRIVATE ADVERTISEMENTS

### DISSOLUTION OF PARTNERSHIP

Notice is hereby given that the partnership hereforeto subsisting between David Thomas Corry and Christopher James Hoey, carrying on business as Bulleen Plaza Meats at Shop 33, Bulleen Plaza, has been dissolved as from 30 November 2009.

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### DISSOLUTION OF PARTNERSHIP

Notification that from 20 November 2009 the partnership of GoodwinCohenBuilders, ABN 37 590 132 079, of 124 Stoney Creek Road, Upper Beaconsfield 3808, is formally dissolved.

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### DISSOLUTION OF PARTNERSHIP

Notice is hereby given in accordance with the provisions of section 41 of the **Partnership Act 1958** that Paegan Louise Mortellaro and Debbie Alice Wooley, who have been carrying on the business of Storm in a Teacup Café/Restaurant at 266 Campbell Street, Swan Hill, have dissolved such partnership as from 1 October 2009 and that Paegan Louise Mortellaro shall not be liable for any debts and liabilities of the said partnership incurred after 31 October 2009 other than in accordance with the **Partnership Act 1958**.

Dated 10 December 2009

GARDEN & GREEN, lawyers,  
4 McCallum Street, Swan Hill, Victoria 3585.

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### DISSOLUTION OF PARTNERSHIP

Take notice that as from 19 November 2009 the partnership of Kathleen Ellen May Carns, Dianne Lesley Loft and Lynette Maree Whitty, who traded as Tooradin News, is now dissolved.

Kathleen Ellen May Carns has retired from the partnership. Dianne Lesley Loft and Lynette Maree Whitty will continue to operate the business under the name of Tooradin News and shall be responsible for all the debts and liabilities thereof.

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Re: KENNETH PAUL GULLIFER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 July 2009, are required by the trustees, Cathryn Gullifer and John Francis Natoli, to send particulars to the trustees, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

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Re: SHIZUKO MacDONALD, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 July 2009, are required by the trustee, Lee Teresa Ryan, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

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KATHLEEN MARY MARTINI, late of 197 Purinuan Road, Reservoir, in the State of Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 June 2009, are required by the executors, Mary Patricia Catherine Bouchier and Gerard Anthony Martini, care of Arthur J. Dines & Co., solicitors, 2A Highlands Road, Thomastown, in the said State, to send particulars to them by 18 February 2010, after which date the executors may convey or distribute the assets, having regards only to claims to which they have notice.

Dated 1 December 2009

ARTHUR J. DINES & CO., solicitors,  
2A Highlands Road, Thomastown 3074.

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Re: Estate of the late RONALD VICTOR CONWAY, deceased.

RONALD VICTOR CONWAY, late of 36 Swinburne Avenue, Hawthorn, in the State of Victoria, psychologist, deceased.

Creditors, next-of-kin and others having claims on the estate of the deceased, who died on 16 March 2009, are required by the personal representative of the deceased, Michael Hugh Kelly, care of Bullards, 221 Queen Street, Melbourne, to send particulars to him, by 15 February 2010, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which he then has notice.

Dated 1 December 2009

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Re: Estate of the late GEORGE RUSSELL JACKSON deceased.

GEORGE RUSSELL JACKSON, late of Jacksons Road, Strathewen, in the State of Victoria, farmer, deceased.

Creditors, next-of-kin and others having claims on the estate of the deceased, who died on 7 February 2009, are required by the personal representative of the deceased, James Bartlett, care of Bullards, 221 Queen Street, Melbourne, to send particulars to him, by 15 February 2010, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which he then has notice.

Dated 1 December 2009

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Re: VINCENZINA AGLIOZZO, late of 19 Hart Street, Airport West, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 September 2009, are required by the trustee, Filippo Agliozzo, to send particulars to the trustee, care of the undermentioned solicitors, within sixty days from the publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

DE MARCO LAWYERS,  
794A Pascoe Vale Road, Glenroy 3046.

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Re: THOMAS JOHN GEARY, late of 42 Wright Street, Heathcote, Victoria, retired machinist, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 October 2009, are required by the trustee, Mark Jeffery Geary, to send particulars to the trustee, care of the undermentioned solicitors, within sixty days from the publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

DE MARCO LAWYERS,  
794A Pascoe Vale Road, Glenroy 3046.

---

Re: ANTONIA TRAUNINI, late of 55 Sterling Drive, Keilor East, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 August 2009, are required by the trustees, Christina Linda Barbara and Dolores Rita Carnevale, to send particulars to the trustees, care of the undermentioned solicitors, within sixty days from the publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

DE MARCO LAWYERS,  
794A Pascoe Vale Road, Glenroy 3046.

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Re: SHEILA FORBES KIMPTON, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of SHEILA FORBES KIMPTON, late of 2 Brookville Road, Toorak in the said State, home duties, deceased, who died on 31 July 2009, are required by the executors to send particulars of their claim to them, care of the undermentioned solicitors, by 8 April 2010, after which date the said executors will distribute the assets of the deceased, having regard only to the claims of which they then shall have notice.

DONALD & RYAN LAWYERS, solicitors,  
304 High Street, Kew 3101.

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Creditors, next-of-kin and others who have claims in respect of the estate of ILMA JUNE CLARK, late of 9 Macrae Street, Bairnsdale, in the State of Victoria, deceased, who died on 16 August 2009, are to send particulars of their claims to the administrators, care of Engel &

Partners Pty of 109 Main Street, Bairnsdale, by 17 February 2010, after which date it will distribute the assets, having regard only to the claims of which it then has notice.

ENGEL & PARTNERS PTY, legal practitioners, 109 Main Street, Bairnsdale 3875.

BERNICE RUTH GROCKE, late of 1 Crosby 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 27 August 2009, are required by the trustees, Lynette Mary Grocke and Denis Worrall, to send particulars to the trustees by 10 February 2010, care of the undermentioned solicitors, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

Re: CECIL CASSELL WATSON, deceased, late of 7 Sturdee Road, Black Rock.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 June 2009, are required by the trustee, Donald Ewen Cameron of 1 Bluff Road, Black Rock, Victoria, solicitor, to send particulars to the trustee by 11 February 2010, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: THEODORUS DERKS (in the Will called Theodorus Johannus Derks and also known as Theodorus Johannes Derks), late of 32 Monteith Crescent, Endeavour Hills, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 September 2009, are requested by the trustee to send particulars of their claim to him, at the office of his solicitors, John Burgess & Co., solicitors, 255 Springvale Road, Springvale, by 12 February 2010, after which

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

Re: Estate of VERA BARNABY, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 April 2008, are required by the trustee, Sandra Groves, IT project manager, care of PO Box 731 Elsternwick, Victoria 3185, to send particulars of their claims to her, care of the undermentioned solicitors, by 4 February 2010, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

KATZ SILVER, lawyers,  
PO Box 731, Elsternwick 3185.

Re: BERNICE ELIZABETH DELMENICO, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 June 2009, are required by the trustee, Rexwell Ellis Delmenico, to send particulars to him, care of the undersigned, by 4 February 2010, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

KIM BAINBRIDGE LEGAL SERVICE PTY LTD (t/as Garden & Green), lawyers,  
4 McCallum Street, Swan Hill, Victoria 3585.

Re: ELSIE DOREEN BUCKLEY, late of 129 Coleman Parade, Glen Waverley, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 September 2009, are required by the trustee, Moreen Jill Mason, in the Will called Jill Phillips, to send particulars to the trustee, care of the undermentioned solicitors, by 10 February 2010, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: HERBERT DAVIS LAWSON, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 September 2009, are required by the trustee, ANZ Trustees Limited of Level 4, 100 Queen Street, Melbourne, Victoria, trustee company, to send particulars to the trustee by 28 February 2010, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MOORES LEGAL, lawyers,  
9 Prospect Street, Box Hill 3128.

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Re: MARGARET ELIZABETH PULLMAN, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 September 2009, are required by the trustee, ANZ Trustees Limited, ACN 006 132 332, of Level 4, 100 Queen Street, Melbourne, Victoria, trustee company, to send particulars to the trustee by 28 February 2010, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MOORES LEGAL, lawyers,  
9 Prospect Street, Box Hill 3128.

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IDA SHOSTAK, late of Montefiore Homes Jewish Care, 95 to 109 High Street, Ashwood, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 July 2009, are required by the trustee, Morris Margolis of Suite 7, 1097–1111 High Street, Armadale, Victoria 3143, lawyer, to send particulars to the trustee by 13 May 2010, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MORRIS MARGOLIS, lawyer,  
Suite 7, 1097–1111 High Street, Armadale 3143.

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Re: BEATRICE KATHERINE FRANCES ANNE TROTT (also known as Beatrice Katherine Trott and Catherine Beatrice Frances Annie Trott), late of 1 Havelock Street, Maidstone, Victoria.

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

who died on 17 May 2009, are required by the executor, Robert Gordon Trott, to send particulars of their claim to him, care of the undermentioned solicitors, by 10 February 2010, after which date the executor may convey or distribute the assets, having regard only to the claims of which he may then have notice.

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

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Creditors, next-of-kin and others having claims against the estate of QUENTIN ROBERTS, late of 1373 Mountain Highway, The Basin, in the State of Victoria, student, deceased, who died on 9 February 2009, are required to send particulars of the claims to the executor, Frank Roberts, care of the undermentioned solicitor, by 3 February 2010, after which date he will distribute the estate of the deceased, having regard only to the claims of which he then has notice.

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

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ALLAN ROBERT MURRAY WATT, of 67 Francis Street, Ascot Vale, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 April 2009, are required by the trustees of the deceased's estate, David Watt and Phillip Alexander Hamilton, to send particulars to them, care of Professor Phillip Hamilton, at GPO Box 4769, Melbourne 3001 (telephone 9600 0511, fax 9670 6199), by 11 February 2010, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

Dated 3 December 2009

PROFESSOR PHILLIP HAMILTON,  
1st Floor, 415 Bourke Street, Melbourne 3000.

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Creditors, next-of-kin or others having claims in respect of the estate of AUDREY RANALD DUDLEY, deceased, who died on 18 March 2009, are to send particulars of their claims to the executors, care of the undermentioned solicitors, by 11 February 2010, after which date



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

RIGBY COOKE LAWYERS,  
Level 13, 469 LaTrobe Street, Melbourne,  
Victoria 3000.

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JOHN ALBERT HICKSON, deceased.

Creditors, next-of-kin and others having claims in respect of the Will of the abovenamed deceased, who died on 20 October 1989, are required by the executor, Mildred Lucy Hickson, to send particulars of such claims to her, in care of the undermentioned lawyers, by 9 February 2010, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

ROBERTS BECKWITH PARTNERS, lawyers,  
16 Blamey Place, Mornington 3931.

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Re: ALMA IRENE MANHIRE, deceased.

Creditors, next-of-kin and all other persons having claims against the estate of the said deceased, are required by David Charles Manhire and Rosemary Elizabeth Manhire, the executors of the estate of the said deceased, to send particulars of such claims to them, care of the undermentioned solicitors, by the date being two calendar months from the date of this advertisement, after which date they will distribute the estate, having regard only to the claims of which they then have notice.

RYAN, MACKKEY & McCLELLAND, solicitors,  
65 Main Street, Greensborough 3088.

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Re: DOUGAL McNABB MARSH, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 September 2009, are required by the trustee, Sandhurst Trustees Limited, ACN 16 004 030 737, of 18 View Street, Bendigo, Victoria, trustee company, to send particulars to the trustee within two months of the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED,  
18 View Street, Bendigo 3550.

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Re: THERESIA STEFANIE TERENYI, also known as Teresa Stefanie Terenyi, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 April 2009, are required by the trustees, Howard Andrew Jones and David Barrett Jones, to send particulars to the trustees, care of the undermentioned solicitors, by 20 February 2010, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

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DOUGLAS PATRICK DANIEL CONNELL,  
late of Unit 20, 260 Bank Street, South  
Melbourne, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 September 2009, are required by the administrator, Pamela Anne Kinder of 52 Paperbark Drive, Mount Martha, Victoria, to send particulars to her, care of Stidston & Williams Weblaw, by 13 February 2010, after which date the administrator 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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Re: MARY MARGARET THERESA COLE,  
late of 47 Rosanna Street, Carnegie, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 July 2009, are required by the executor, Terence Vincent Cole, to send particulars to him, care of the undersigned solicitors, by 25 February 2010, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

WILLIS SIMMONDS LAWYERS,  
legal practitioners,  
6/1 North Concourse, Beaumaris 3193.

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Re: STELLA RITA HARRISON, deceased.

Creditors, next-of-kin and others having claims against the estate of STELLA RITA HARRISON, deceased, late of Hilltop Aged

Care Facility, 10 Hotham Street, Preston, Victoria, pensioner, who died on 29 July 2007, are required to send particulars of their claims to the executors, care of Wisewould Mahony, solicitors, Level 8, 419 Collins Street, Melbourne 3000, by 11 February 2010, after which date the executors will convey and distribute the said estate, having regard only to the claims of which the executors then have notice.

WISEWOULD MAHONY, solicitors,  
Level 8, 419 Collins Street, Melbourne 3000.

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**PROCLAMATIONS**

**Criminal Procedure Act 2009**

PROCLAMATION OF COMMENCEMENT

I, David de Kretser, Governor of Victoria, with the advice of the Executive Council and under section 2(3) of the **Criminal Procedure Act 2009**, fix 1 January 2010 as the day on which the remaining provisions of that Act (except section 437) come into operation.

Given under my hand and the seal of Victoria on 8th December 2009.

(L.S.)                     DAVID DE KRETSER  
Governor  
 By His Excellency's Command  
ROB HULLS  
Attorney General

**Criminal Procedure Amendment  
 (Consequential and Transitional Provisions)  
 Act 2009**

PROCLAMATION OF COMMENCEMENT

I, David de Kretser, Governor of Victoria, with the advice of the Executive Council and under section 2(2) of the **Criminal Procedure Amendment (Consequential and Transitional Provisions) Act 2009**, fix 1 January 2010 as the day on which the remaining provisions of that Act come into operation.

Given under my hand and the seal of Victoria on 8th December 2009.

(L.S.)                     DAVID DE KRETSER  
Governor  
 By His Excellency's Command  
ROB HULLS  
Attorney General

**Electricity Safety Amendment Act 2007**

PROCLAMATION OF COMMENCEMENT

I, David de Kretser, Governor of Victoria, with the advice of the Executive Council and under section 2(2) of the **Electricity Safety Amendment Act 2007**, fix 13 December 2009 as the day on which Part 2 of that Act comes into operation.

Given under my hand and the seal of Victoria on 8th December 2009.

(L.S.)                     DAVID DE KRETSER  
Governor  
 By His Excellency's Command  
PETER BATCHELOR  
Minister for Energy and Resources

**Energy and Resources Legislation  
 Amendment Act 2009**

PROCLAMATION OF COMMENCEMENT

I, David de Kretser, Governor of Victoria, with the advice of the Executive Council and under section 2(1) of the **Energy and Resources Legislation Amendment Act 2009** –

- (a) fix 13 December 2009 as the day on which Parts 1 to 6 (except sections 6, 7, 8 and 12) of that Act come into operation;
- (b) fix 1 January 2010 as the day on which sections 28, 30 and 31 and Part 9 of that Act comes into operation.

Given under my hand and the seal of Victoria on 8th December 2009.

(L.S.)                     DAVID DE KRETSER  
Governor  
 By His Excellency's Command  
PETER BATCHELOR  
Minister for Energy and Resources

**Fair Work (Commonwealth Powers)  
 Amendment Act 2009**

PROCLAMATION OF COMMENCEMENT

I, David de Kretser, Governor of Victoria, with the advice of the Executive Council and under section 2(1) of the **Fair Work (Commonwealth Powers) Amendment Act 2009**, fix 1 January 2010 as the day on which that Act except Part 2 comes into operation.

Given under my hand and the seal of Victoria on 8th December 2009.

(L.S.)                     DAVID DE KRETSER  
Governor  
 By His Excellency's Command  
MARTIN PAKULA  
Minister for Industrial Relations

**Victorian Renewable Energy  
 Amendment Act 2009**

PROCLAMATION OF COMMENCEMENT

I, David de Kretser, Governor of Victoria, with the advice of the Executive Council and under section 2 of the **Victorian Renewable**

**Energy Amendment Act 2009**, fix 10 December 2009 as the day on which that Act comes into operation.

Given under my hand and the seal of Victoria on 8th December 2009.

(L.S.)                      DAVID DE KRETSER

Governor

By His Excellency's Command

PETER BATCHELOR

Minister for Energy and Resources

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**GOVERNMENT AND OUTER BUDGET  
SECTOR AGENCIES NOTICES**

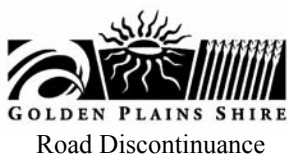


**Ararat Rural City**  
Road Discontinuance

At the Council meeting held on 17 November 2009, acting under section 206 and schedule 10, clause 3 of the **Local Government Act 1989**, the Ararat Rural City Council formed the opinion that the road shown shaded on the plan below, located to the north, west and south of lots 7F and 7G, section 1, Parish of Warrak, is no longer required as a road for public use and resolved to discontinue the road.



STEPHEN CHAPPLE  
Chief Executive Officer



Pursuant to section 206 of the **Local Government Act 1989**, the Golden Plains Shire Council, at its ordinary meeting on 27 July 2006, formed the opinion that the unused roads east of:

- CA 1, Section 8
- CAs 7 and 8, Section 74
- CA 4, Section 65
- CA 2001
- CAs 6, 6A and 6B, Section 43

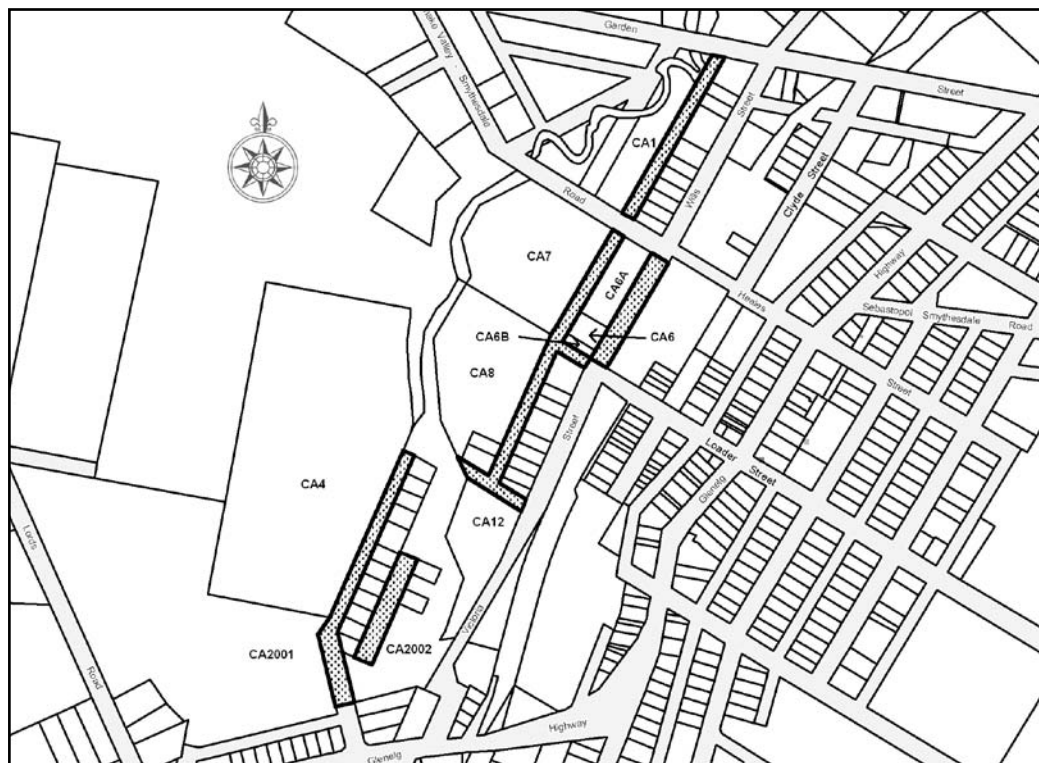
and north-east of:

- CA 12, Section 75

and west of:

- CA 2002

in the Parish of Smythesdale Township, and shown shaded on the plan below, are not reasonably required for carriageway purposes, and incorporate those sections of Discontinued Road Reserves with the adjoining Council Land and be set aside as an area of Public Open Space.



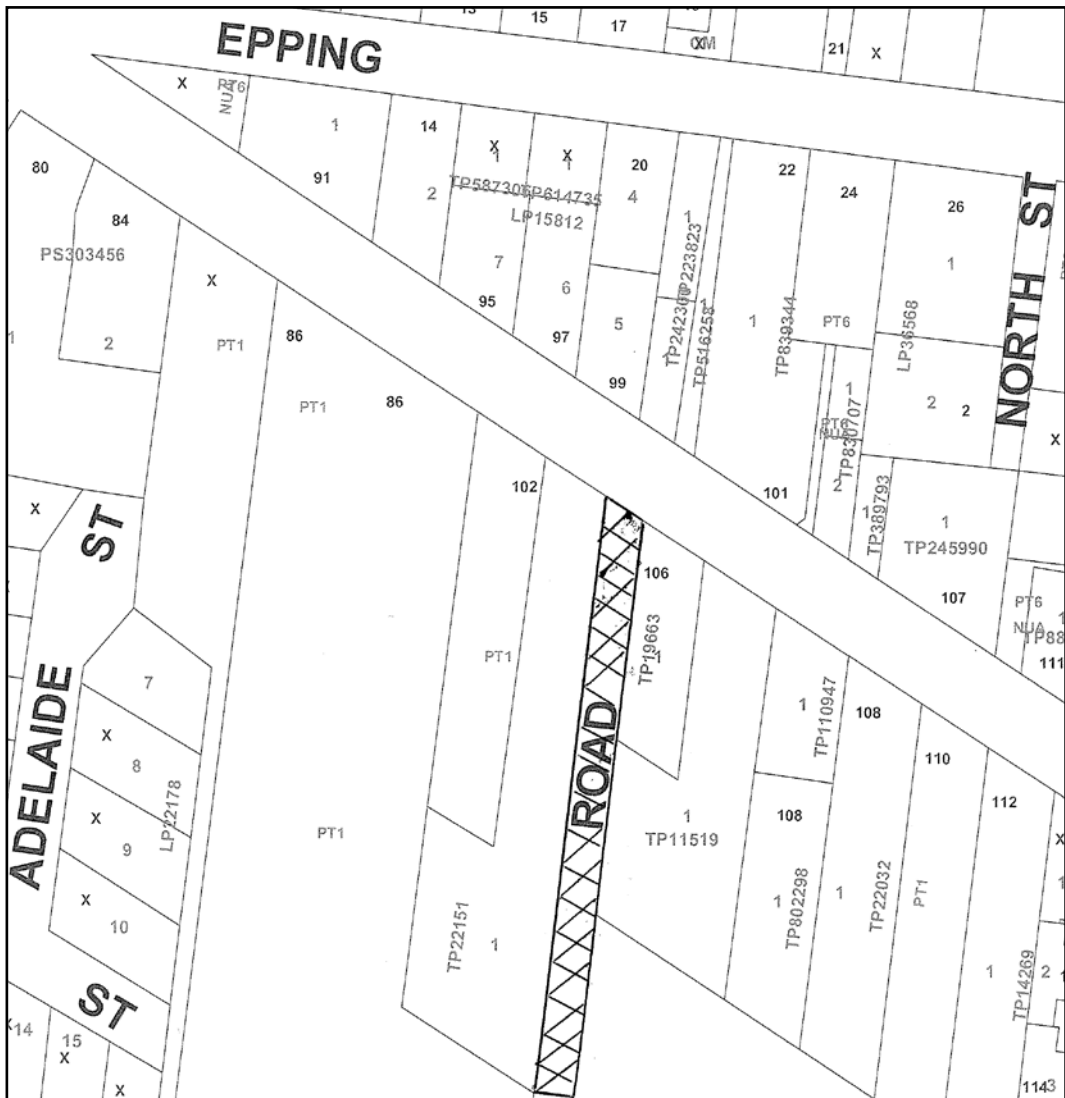
ROD NICHOLS  
Chief Executive Officer

MACEDON RANGES SHIRE COUNCIL

Notice under Section 206 and Schedule 10 Clause 3 of the **Local Government Act 1989**

Discontinuance of a Road

Notice is hereby given, pursuant to section 206 and schedule 10 clause 3 of the **Local Government Act 1989**, for the unused road, shown hatched below, to be discontinued as a result of Council having advertised its intention in a local circulating newspaper and under instrument of delegation authorised by Resolution of Council made on 27 May 2009.



PETER JOHNSTON  
Chief Executive Officer  
Macedon Ranges Shire Council



Road Naming – Longs Lane, Moranding  
(Schoolhouse Lane to Three Chain Road)

In accordance with the provisions of section 206, schedule 10, clause 5 of the **Local Government Act 1989**, the Council, at its meeting on 23 November 2009, resolved to adopt the name of Corbett Lane, Moranding, for the section between Schoolhouse Lane and Three Chain Road as shown on the plan below.



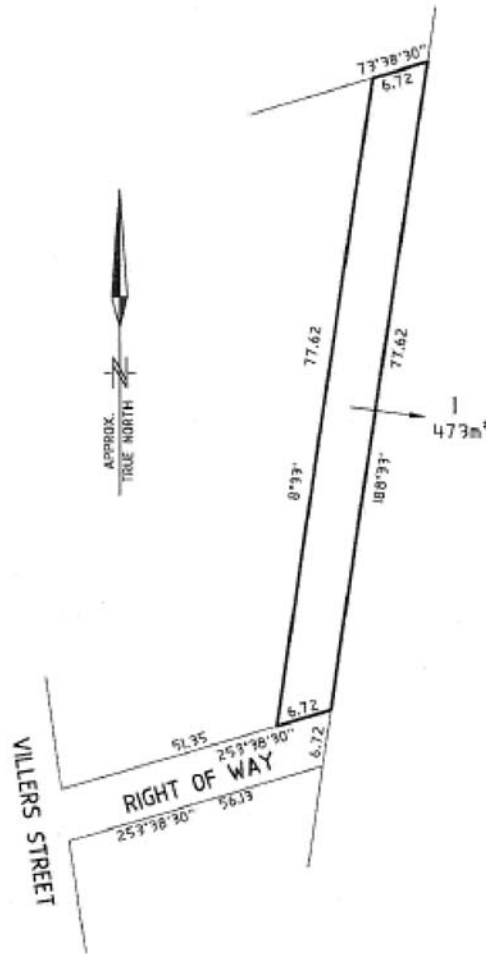
PETER HALTON  
Acting Chief Executive Officer





Road Discontinuance  
Laneway 04 (Part), Seymour

The Council, at its meeting on 23 November 2009, resolved pursuant to the provisions of section 206 and clause 3, schedule 10 of the **Local Government Act 1989**, to close the section of unused road in Laneway 04, Seymour, as shown on the plan below.

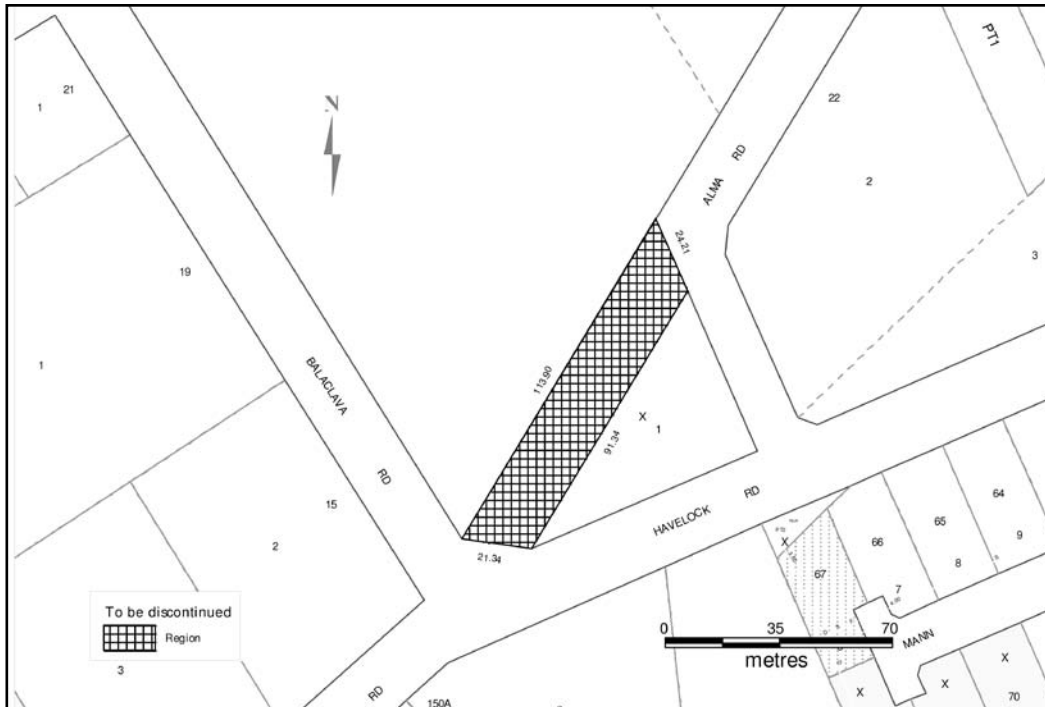


PETER HALTON  
Acting Chief Executive Officer



Road Discontinuance

Pursuant to the section 206 and schedule 10, clause 3 of the **Local Government Act 1989**, the Indigo Shire Council, at its ordinary meeting held on 10 November 2009, formed the opinion that the road adjacent to Lot 1 of PS608689R (formally Alma Road, Beechworth), as shown hatched on the plan below, is not reasonably required as a road for public use and resolved to discontinue the road and retain the land from the road for municipal purposes.



Indigo Shire, Ford Street, Beechworth 3747  
Ph: (03) 5728 8000, Fax: (03) 5728 1676



Local Law No. 6  
Control of Livestock

Notice is hereby given that the Indigo Shire Council, at its Ordinary Meeting on 10 November 2009, resolved to give public notice of the proposed Local Law No. 6 of 2009, Control of Livestock.

The purpose and general purport of the proposed Local Law No. 6 Control of Livestock is to:

- a) regulate the movement, droving and grazing of livestock through and within the municipal district;
- b) control the manner in which livestock are driven to provide, as far as possible, for the safety of users of streets and roads within the municipal district;
- c) regulate the adequacy of fencing of livestock and put in place mechanisms for rectifying inadequate fencing;
- d) empower Authorised Officers to impound livestock in appropriate circumstances and to fix fees and charges relating to the impounding of livestock and all other costs incidental thereto.

A copy of the proposed Local Law No. 6 Control of Livestock can be obtained from Council Service Centres located at Beechworth, Yackandandah, Chiltern between 8.30 am and 5 pm Monday to Friday and Rutherglen between 9 am and 4.30 pm Tuesday to Friday, 9 am to 12 noon Saturday, or from Council's website at [www.indigoshire.vic.gov.au](http://www.indigoshire.vic.gov.au)

In accordance with section 223 of the **Local Government Act 1989**, any person may make a submission on the proposed Local Law. A person making a submission may request to be heard in person in support of their submission.

Submissions must be in writing, addressed to the Chief Executive Officer, PO Box 28, Beechworth, Victoria 3747, and must be received by close of business on Monday 4 January 2009.

Further details on this proposed Local Law can be obtained by contacting Ms Jo-ann Riley, Manager Governance and Risk, phone (03) 5728 8000.



Local Law No. 5 of 2009  
Murray to Mountains Rail Trail

Notice is hereby given, pursuant to section 119 of the **Local Government Act 1989**, that the Indigo Shire Council, at its Ordinary Meeting held on Tuesday 13 October 2009, has resolved to make Local Law No. 5 of 2009 – Murray to Mountains Rail Trail.

The purpose and general purport of the Local Law is to:

- a) prohibit, regulate and control activities which may be dangerous, unsafe or detrimental to the enjoyment and use of the Rail Trail;
- b) prohibit, regulate and control access to, behaviour on and use of the Rail Trail; and
- c) provide for the peace, order and good governance of the municipal district.

A copy of the Local Law can be inspected at Council Customer Service Centres located at Beechworth, Yackandandah, Chiltern between 8.30 am and 5 pm Monday to Friday, and Rutherglen between 9 am and 4.30 pm Tuesday to Friday, 9 am and 12 noon Saturday, or on Council's website at [www.indigoshire.vic.gov.au](http://www.indigoshire.vic.gov.au)

## CITY OF CASEY

Notice of Intention to Make Local Law  
Proposed Community Local Law

Notice is hereby given that at a meeting of City of Casey Council on Tuesday 1 December 2009, Council resolved to make a Local Law titled 'Community Local Law 2/2010', pursuant to the **Local Government Act 1989**.

The purpose and general purport of the Local Law is to replace Casey Community Local Law 2, in particular to:

- (a) provide for peace, order and good Government of the municipality;
- (b) promote a physical and social environment free from hazards to health, in which the residents of the municipal district can enjoy a quality of life that meets the general expectations of the community; and
- (c) prevent and suppress nuisance which may adversely affect the enjoyment of life within the municipal district or the health and safety and welfare of persons within the municipal district

and to achieve these objectives by:

- (d) regulating and controlling activities of people within the municipal district which may be dangerous, unsafe or detrimental to the quality of life of other people in, or the environment of, the municipal district; and
- (e) providing standards and conditions for specific activities to protect the safety and the welfare of people within, and the environment of, the municipal district.

The Local Law will also replace Casey Community Local Law No. 2 (Amendment) Local Law, Casey Community Graffiti Prevention and Control of Aerosol Spray Paint Local Law No. 3, Casey Community (Shopping Trolley) Local Law No. 6, City of Casey Recreational Vehicles Local Law No. 7 and City of Casey Responsible Breeding of Cats Local Law No. 8.

A draft copy of Community Local Law 2/2010 may be inspected at any Council office, during normal office hours, or may be viewed on line at [www.casey.vic.gov.au](http://www.casey.vic.gov.au)

Any person affected by the Local Law may within fourteen days after publication of this notice make a submission under the provisions of section 223 of the **Local Government Act 1989**.

Written submissions may be lodged at any Council Office, in person, online or posted to the Chief Executive Officer, City of Casey, PO Box 1000, Narre Warren 3805.

Any personal information provided in relation to your submission will be used solely by Council for the primary purpose or directly related purposes pertaining to the statutory process concerning the making of the Local Law. Notice is given that your personal information may be published in Council agenda and minute documents.

MIKE TYLER  
Chief Executive Officer

## WHITTLESEA CITY COUNCIL

Notice of Intention to Lease  
Lalor Bowling Club

Pursuant of section 190 and 223 of the **Local Government Act 1989**, Whittlesea City Council, at its Ordinary Meeting on 24 November 2009, has resolved to formally lease part of the land known as Lalor Recreation Reserve to the Lalor Bowling Club.

The Tenant will surrender its current lease in favour of a new 15-year agreement and incur a lease rental equalling 12% of the net profit generated by the Tenant during its previous financial year.

One public submission was received from the general public and relevant statutory authorities in response to the article published in the Whittlesea Leader on Tuesday 25 August 2009 and Council's previous recommendation dated 11 August 2009.

DAVID TURNBULL  
Chief Executive Officer

**Planning and Environment Act 1987**

## GREATER BENDIGO PLANNING SCHEME

## Notice of Preparation of Amendment

Amendment C136

Authorisation A1468

The Greater Bendigo City Council has prepared Amendment C136 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 Greater Bendigo City Council as planning authority to prepare the Amendment. The Minister also authorised the Greater Bendigo City Council to approve the Amendment under section 35B of the Act.

The land affected by the Amendment is the study area of the Huntly Township Plan 2009 (and Addendum 9 October 2009 – Revised 1 December 2009). The study area of Huntly includes the Midland Highway and existing town centre and is bounded by O’Sullivan’s Road in the south, the Murray Valley Railway along its eastern edge, Pitt Street and Old Murray Road to its west and north-west respectively.

The Amendment proposes to

- amend Clause 21.06–04 Policy and the exercise of discretion – to include a reference to implementing the recommendations of the Huntly Township Plan;
- Clause 21.06–04 – Delete reference to applying the Comprehensive Development Zone 1 to facilitate the development of the Bilkurra proposal on land east of the Huntly Township;
- amend Clause 21.10 Reference Documents Settlement & Housing – to include the Huntly Township Plan, 2009 as a Reference Document;
- rezone approximately 8 hectares from a Township Zone to Business 1 Zone the land bounded by Pasley, Greene, Stephenson and Brunel Streets;
- rezone from a Township Zone and a Low Density Residential Zone to a Residential 1 Zone approximately 65 ha land bounded by Pitt Street, Telford Street, Hehir Road, Viola Street, Deep Lead Road and the Midland Highway (excluding the land to be rezoned to a Business Zone). This area is referred to as ‘Area 1’ shown in Figure 1 in the Explanatory Report;
- rezone from a Township Zone and a Low Density Residential Zone to a Residential 1 Zone approximately 250 ha of land bound by Ligar Street, Rennie Street, Hakea Road, Tecoma Court, south of Waratah Road, East Road, to north and east of Cameron Court, Tuckers Road, Sherwood Road, Wakeman Road, north along the eastern boundary of the Bilkurra site for a distance of approximately 800 metres, west to Sherwood Road, Sawmill Road and the Midland Highway. This area is referred to as ‘Area 2’ and ‘Area 3’ shown in Figure 1 in the Explanatory Report;
- rezone approximately 74 hectares from a Comprehensive Development Zone to a Farming Zone the land known as Lot 4 TP532625 (northern part of the Bilkurra site);
- amend the Schedule to Clause 35.07 to apply minimum lot requirements for subdivision and dwelling rights of 65 hectares for the balance land of Lot 4 TP532625;
- rezone approximately 8 hectares from an Industrial 3 Zone to a Rural Living Zone, part of 780 Midland Highway, CA 39G and 10C;
- rezone from Rural Living and Low Density Residential Zone to the Urban Growth Zone approximately 45 ha of land known as Lot 1 TP18629 and CA 5A Section 23 and CA 7A Section 22;
- rezone the following sites from a Township Zone to a Public Use Zone:
  - Fire Station at 608 Midland Highway (Public Use Zone 7);
  - Old Shire Offices at 620 Midland Highway (Public Use Zone 6);
  - Huntly Memorial Hall at 647 Midland Highway (Public Use Zone 6);
  - Pre-school/Kindergarten at 21 Stephenson Street (Public Use Zone 6);
- rezone the Huntly Primary School at 101 to 109 Brunel Street from Public Use Zone 7 to Public Use Zone 2;
- rezone from a Township Zone to a Public Park and Recreation Zone the land bounded by Deep Lead Road on its southern boundary and Viola Road to its north;
- amend the Schedule to Clause 32.03 to apply a minimum lot size requirement for subdivision and dwelling approvals of 5 hectares on parts of Lot 6 TP340637 and Lot 3 TP340637;

- delete the application of DPO4 from Map 2 for the area identified as 0.4 ha;
- delete the application of DPO4 and DPO1 from 'Area 3' bound by Sawmill, East, Tuckers, Sherwood and Wakeman Roads;
- apply a DPO to the land to be rezoned R1Z within the new development area comprising 'Area 3' to ensure development is coordinated, sequential and occurs in accordance with the Huntly Township Plan 2009;
- apply the VPO2 (Significant Vegetation) to identified remnant vegetation within Lot 6 TP340637 and Lot 3 TP340637 adjacent Tuckers Road and Sawmill Road respectively and CA 291 and 292 adjacent Burgoyne Street, CA 339A and CA 4D section 23 adjacent East Road. Apply the VPO3 (roadside remnant vegetation) along Sawmill Road, Sherwood Road, Tuckers Road and Wakeman Road;
- apply a Design and Development Overlay (DDO) which provides minimum lot size within a range of 700 sqm to 900 sqm adjacent to Cameron Court and south of Waratah Road to assist in the transition from low density residential to residential;
- apply an Environmental Audit Overlay to land being rezoned from Industrial 3 Zone to Rural Living Zone, part of 780 Midland Highway, CA 39G and 10C, to ensure potential contamination issues are addressed prior to allowing a sensitive use;
- introduce the Huntly Township Native Vegetation Precinct Plan through a Schedule to Clause 52.16;
- delete reference to the 'Bilkurra Village Comprehensive Development Plan, 2003' from the Schedule to Clause 81.01;
- include the Huntly Township Plan Native Vegetation Precinct Plan in the Schedule to Clause 81.01; and
- amend the Bendigo Residential Growth Plan 2006 in the Schedule to Clause 81.01.

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, City of Greater Bendigo, 189 Lyttleton Terrace, Bendigo, Victoria; 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 12 February 2010. A submission must be sent to the City of Greater Bendigo, 189 Lyttleton Terrace, Bendigo, Victoria.

CRAIG NIEMANN  
Chief Executive Officer

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**Planning and Environment Act 1987**  
GREATER BENDIGO PLANNING SCHEME  
Notice of Preparation of Amendment  
Amendment C140  
Authorisation A01539

The Greater Bendigo City Council has prepared Amendment C140 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 Greater Bendigo City Council as planning authority to prepare the Amendment.

The land affected by the Amendment is all land within the municipality of the City of Greater Bendigo.

The Amendment proposes to amend the Schedule to Clause 61.01 of the Greater Bendigo Planning Scheme by changing the person or responsible authority responsible for the issuing of planning certificates within the City of Greater Bendigo from Greater Bendigo City Council to the Minister for Planning.

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, Planning and Development Unit, City of Greater Bendigo, 15 Hopetoun Street, Bendigo 3550; 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 4.00 pm, Friday 22 January 2010. A submission must be sent to the City of Greater Bendigo, PO Box 733, Bendigo 3552.

CRAIG NIEMANN  
Chief Executive Officer



**Planning and Environment Act 1987**  
**HINDMARSH PLANNING SCHEME**  
Notice of Preparation of Amendment  
Amendment C8  
Authorisation A01477

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

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

The land affected by the Amendment is at 108 to 110 Macpherson Street, Nhill, described as Crown Allotment 3R Section 11, Township of Nhill, Parish of Balrootan.

The Amendment proposes to rezone the land from Public Use Zone 6 (Local Government) to Business 1 Zone and introduce a new Design and Development Overlay.

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, Hindmarsh Shire Council, 92 Nelson Street, Nhill; 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 18 January 2010. A submission must be sent to Hindmarsh Shire Council.

DEAN MILLER  
Chief Executive Officer

**Planning and Environment Act 1987**  
**WARRNAMBOOL PLANNING SCHEME**  
Notice of Preparation of Amendment  
Amendment C48  
Authorisation A01513

The Warrnambool City Council has prepared Amendment C48 to the Warrnambool Planning Scheme.

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

The land affected by the Amendment is land bounded by Russell Street to the east, Raglan Parade to the south, Lindsay Street to the west, and the railway reserve to the north.

The Amendment proposes to implement the Dennington Neighbourhood Activity Precinct Structure Plan and the Warrnambool Retail Strategy through:

- rezoning the land to Business 1 Zone;
- applying Development Plan Overlay Schedule 9 to the land;
- applying the Environmental Audit Overlay;
- amending the schedule to the Business 1 Zone in accordance with the 'neighbourhood activity centre' figures identified in the Warrnambool Retail Strategy 2007; and

- amending Clause 21.10 to include the Dennington Neighbourhood Activity Centre Structure Plan as a Reference Document.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Warrnambool City Council, 25 Liebig Street, Warrnambool; 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 22 January 2010. A submission must be sent to Julie Kearney, Senior Policy and Project Planner, Warrnambool City Council, PO Box 198, Warrnambool, 3280.

B. A. ANSON  
Chief Executive

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 9 February 2010, 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.

ARNOLD, Elizabeth Marjorie, late of Waldreas Village, 211–217 Wantirna Road, Ringwood, Victoria 3134, who died on 25 August 2009.

BARR, Graham John, also known as John Graham Barr, late of Flat 4, 172 Albert Street, Preston, Victoria 3072, who died on 7 November 2009.

BODI, Martha, late of Five Ways Caravan Park, 597 Lower Dandenong Road, Dingley Village, Victoria 3172, who died on 19 September 2009.

CLOUGH, David, late of 1 York Street, Moe, Victoria 3825, pensioner, who died on 22 August 2009.

EL MAKKI, Amin, late of Apartment 1, 22 El Sayed Abou El Naga Street, Cairo, Egypt, who died on 1 September 2009.

HACKNEY, Barry, late of Springtime Sydenham, 41 Manchester Drive, Sydenham, Victoria 3037, who died on 28 August 2009.

MARTIN, Ellen Lillian, late of Room 98, Mecwa Noel Miller Centre, 9–15 Kent Street, Glen Iris, Victoria 3146, who died on 10 November 2009.

MEEHAN, Patricia Rose, late of 100 Humphreys Road, Loch, Victoria 3945, who died on 6 August 2009.

NORTON, Ronald Earl, late of 2/2 Benett Street, Alphington, Victoria 3078, pensioner, who died on 4 September 2009.

RUTHERFORD, Walter John, Heritage Lakes Aged Care, 879 Plenty Road, South Morang, Victoria 3752, pensioner, who died on 12 September 2009.

RYAN, Edward David, late of 11 Shaftsbury Parade, Thornbury, Victoria 3071, who died on 17 January 2009.

Dated 1 December 2009

ROD SKILBECK  
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 11 February 2010, 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.

BLYTHMAN, Patricia Gwendoliene, also known as Patricia Gwendoline Blythman, Patricia Gwendoline Berry, late of 3 Scullin Street, Altona, Victoria 3018, who died on 6 September 2009.

GONOU, James, late of Footscray Society for the Aged, 25 Mephan Street, Footscray, Victoria 3011, pensioner, who died on 22 August 2009.

JANZE, Lydia Jeannetta Dorothea, late of Bupa Nursing Home, 264 Diamond Creek Road, Greensborough, Victoria 3088, pensioner, who died on 17 July 2009.



KNOWLES, Hazel Elizabeth, late of Sunraysia Private Nursing Home, Armadale, Victoria 3143, pensioner, who died on 23 August 2009.

RICHARDSON, Rita Marion, late of St Vincent De Paul Nursing Home, 110 Albion Road, Box Hill, Victoria 3128, who died on 22 August 2009.

Dated 3 December 2009

ROD SKILBECK  
Manager  
Executor and Trustee Services

Duneira  
8–10 Officer Lane  
Mount Macedon  
Macedon Ranges Shire

#### EXTENT

1. All the land marked L1 on Diagrams 2204a and 2204b held by the Executive Director, being all of the land described in Certificate of Title Volume 9603 Folio 584.
2. All the buildings marked as follows on Diagrams 2204a and 2204b held by the Executive Director.
  - B1 House
  - B2 Service block
  - B3 Gate lodge
  - B4 Stables
  - B5 Milking shed complex
  - B6 Glass house
3. All the features marked as follows on Diagrams 2204a and 2204b held by the Executive Director.
  - F1 Secret Garden
4. All the main driveway and carriage loop marked P1 on Diagrams 2204a and 2204b held by the Executive Director.

Dated 10 December 2009

JIM GARDNER  
Executive Director

#### Adoption Act 1984

Under the functions and powers assigned to me by the Secretary to the Department of Human Services under section 8A(1) of the **Health Act 1958** in relation to section 5(2) of the **Adoption Act 1984**, I, Keith Smith, give approval of the following person under section 5(1) and section 5(2) of the **Adoption Act 1984** as an approved counsellor for the purposes of section 35 and section 87 of the **Adoption Act 1984**.

Name: Megan Watkins

KEITH SMITH  
Manager Community Care  
Southern Metropolitan Region

#### Education and Training Reform Act 2006

##### NOTICE OF MAKING OF ORDER UNDER SECTION 2.3.2

Ministerial Order No. 267, constituting Derrimut Primary School Council under section 2.3.2(1) and (2) of the **Education and Training Reform Act 2006** was made on 25 November 2009.

BRONWYN PIKE, MP  
Minister for Education

#### Land Acquisition and Compensation Act 1986

FORM 7

S. 21

Reg. 16

##### Notice of Acquisition

##### Compulsory Acquisition of Interest in Land

The Director of Public Transport declares that by this notice it acquires the following interest in the land described as Crown Allotment 2A (Part) being part of Certificate of Title Volume 9612 Folio 729 and more particularly shown as R1 on Plan of Subdivision 626613A and known as part of the land at 3 Moloney Drive, Wodonga:

The estate and fee simple of First Treasure Pty Ltd of Level 2/810 Whitehorse Road, Box Hill, Victoria 3128, and all and any other interests.



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 by including the Heritage Register Number 2223 in the categories described as Heritage Place and Heritage Object/s.

Published with the authority of the Director of Public Transport.

Dated 10 December 2009

For and on behalf of the  
Director of Public Transport  
Signed TIM CULLINAN  
Director  
Property and Commercial Development

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**Land Acquisition and Compensation Act 1986**

FORM 7 S. 21  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Director of Public Transport declares that by this notice it acquires the following interest in the land described as Crown Allotment 2A (Part) and 6 (Part) being part of Certificate of Title Volume 10838 Folio 627 and more particularly shown as R1 on Plan of Subdivision 626612C and known as part of the land at 1 Moloney Drive, Wodonga:

The estate and fee simple of Hyster Amir Super Fund Pty Ltd of 71 Epping Road, North Ryde, NSW 2113, and all any other interests.

Published with the authority of the Director of Public Transport.

Dated 10 December 2009

For and on behalf of the  
Director of Public Transport  
Signed TIM CULLINAN  
Director  
Property and Commercial Development

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**Land Acquisition and Compensation Act 1986**

FORM 7 S. 21  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Southern and Eastern Integrated Transport Authority (SEITA) declares that by this notice it acquires the following interests in the land described as part of Lot 1 on Title Plan 084270J comprising 2.428 hectares and being part of the land contained in Certificate of Title Volume 9516 Folio 958 (shown as parcel 41 on Survey Plan 21836) and part of Lot 1 on Title Plan 083222B comprising 10.32 hectares and being part of the land contained in Certificate of Title Volume 9516 Folio 959 (shown as parcel 21 on Survey Plan 21835):

Areb Pty Ltd ACN 005 062 564 (as Registered Proprietor);

Bredix Pty Ltd ACN 073 821 673 (as Caveator);

and all other interests.

Published with the authority of SEITA.

Dated 10 December 2009

For and on behalf of SEITA  
by its authorised officer  
Signed GREG HOLLAND  
Manager – Property

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**Land Acquisition and Compensation Act 1986**

FORM 7 S. 21  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Southern and Eastern Integrated Transport Authority (SEITA) declares that by this notice it acquires the following interests in the land described as part of Lot 2 on Plan of Subdivision 037866 comprising 3.264 hectares and being part of the land contained in Certificate of Title Volume 8231 Folio 420 (shown as parcels 7 and 13 on Survey Plan 21834):

Isabella Ballard (as Registered Proprietor);

Dennis and Susan Ballard (as Occupants);

Rebecca and Adam Congreve (as Occupants);

and all other interests.

Published with the authority of SEITA.

Dated 10 December 2009

For and on behalf of SEITA  
by its authorised officer  
Signed GREG HOLLAND  
Manager – Property

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**Land Acquisition and Compensation Act 1986**

FORM 7 S. 21  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Southern and Eastern Integrated Transport Authority (SEITA) declares that by this notice it acquires the following interests in the land described as part of Lot 1 on Title Plan 400047F comprising 5.319 hectares and being part of the land contained in Certificate of Title Volume 4881 Folio 016 (shown as parcel 143 on Survey Plan 21841):

Jeffery Wilton Alan Bertuch and Nola Dorothy Bertuch (as Registered Proprietors);  
and all other interests.

Published with the authority of SEITA.

Dated 10 December 2009

For and on behalf of SEITA  
by its authorised officer  
Signed GREG HOLLAND  
Manager – Property

Thomas Richard Trevaskis and Megan Jane Trevaskis (as Registered Proprietors);  
and all other interests.

Published with the authority of SEITA.

Dated 10 December 2009

For and on behalf of SEITA  
by its authorised officer  
Signed GREG HOLLAND  
Manager – Property

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**Land Acquisition and Compensation Act 1986**

FORM 7 S. 21  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Southern and Eastern Integrated Transport Authority (SEITA) declares that by this notice it acquires the following interests in the land described as part of Lot 2 on Plan of Subdivision 082376 comprising 2.892 hectares and being part of the land contained in Certificate of Title Volume 8774 Folio 320 (shown as parcel 893 on Survey Plan 21826B):

Eric Vincent Johnston and Christine Robyn Johnston (as Registered Proprietors);  
Joyce Straw (as Occupant);  
and all other interests.

Published with the authority of SEITA.

Dated 10 December 2009

For and on behalf of SEITA  
by its authorised officer  
Signed GREG HOLLAND  
Manager – Property

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**Land Acquisition and Compensation Act 1986**

FORM 7 S. 21  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Southern and Eastern Integrated Transport Authority (SEITA) declares that by this notice it acquires the following interests in the land described as part of Lot 1 on Title Plan 012213D comprising 4.825 hectares and being part of the land contained in Certificate of Title Volume 10418 Folio 158 (shown as parcel 123 on Survey Plan 21840):

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**Land Acquisition and Compensation Act 1986**

FORM 7 S. 21  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Southern and Eastern Integrated Transport Authority (SEITA) declares that by this notice it acquires the following interests in the land described as part of Lot 6 on Plan of Subdivision 415764E comprising 15.91 hectares and being part of the land contained in Certificate of Title Volume 10396 Folio 696 (shown as parcel 121 on Survey Plan 21840):

Trevola Holdings Pty Ltd ACN 004 368 085 deregistered, care of Property Law Group, ASIC (as Registered Proprietor);

Megan Jane Trevaskis (as Occupant);

Mantec Thoroughbreds Pty Ltd (formerly Mantec Pty Ltd) ACN 005 191 711 (as Occupant);

and all other interests.

Published with the authority of SEITA.

Dated 10 December 2009

For and on behalf of SEITA  
by its authorised officer  
Signed GREG HOLLAND  
Manager – Property

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**Land Acquisition and Compensation Act 1986**

FORM 7 S. 21  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The City of Latrobe declares that by this notice it acquires the following interest in the land described as Crown Allotment 23P Section 9 Township of Moe, Parish of Moe, being the whole of the land in Certificate of

Title Volume 09905 Folio 795 and known as 1 George Street, Moe, Victoria 3825. Crown Allotment 23N Section 9 Township of Moe, Parish of Moe, being the whole of the land in Certificate of Title Volume 09905 Folio 794 and known as 3 George Street, Moe, Victoria 3825.

The estate and fee simple of Stell Nominees Pty Ltd, care of Bridge Drennan Legal, Level 8, 365 Little Collins Street, Melbourne, Victoria 3000.

Published with the authority of the City of Latrobe, care of Property and Commercial Development Branch, Department of Transport, Level 16, 121 Exhibition Street, Melbourne, Victoria 3000.

Dated 3 December 2009

For and on behalf of the City of Latrobe  
Signed TIM CULLINAN  
Director  
Property and Commercial Development

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**Land Acquisition and Compensation Act 1986**

FORM 7 S. 21  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The City of Latrobe declares that by this notice it acquires the following interest in the land described as Crown Allotment 23M Section 9 Township of Moe, Parish of Moe, being the whole of the land in Certificate of Title Volume 09946 Folio 854 and known as 5 George Street, Moe, Victoria 3825.

The estate and fee simple of Donato Disisto and Maria Disisto, care of Garland Hawthorn Brahe, Lawyers, Level 20, 31 Queen Street, Melbourne, Victoria 3000.

Published with the authority of the City of Latrobe, care of Property and Commercial Development Branch, Department of Transport, Level 16, 121 Exhibition Street, Melbourne, Victoria 3000.

Dated 3 December 2009

For and on behalf of the City of Latrobe  
Signed TIM CULLINAN  
Director  
Property and Commercial Development

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**Land Acquisition and Compensation Act 1986**

FORM 7 S. 21  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The City of Latrobe declares that by this notice it acquires the following interest in the land described as Crown Allotment 23L Section 9 Township of Moe, Parish of Moe, being the whole of the land in Certificate of Title Volume 09946 Folio 853 and known as 7 George Street, Moe, Victoria 3825.

The estate and fee simple of D. & M. Disisto Pty Ltd, care of Garland Hawthorn Brahe, Lawyers, Level 20, 31 Queen Street, Melbourne, Victoria 3000.

Published with the authority of the City of Latrobe, care of Property and Commercial Development Branch, Department of Transport, Level 16, 121 Exhibition Street, Melbourne, Victoria 3000.

Dated 3 December 2009

For and on behalf of the City of Latrobe  
Signed TIM CULLINAN  
Director  
Property and Commercial Development

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**Land Acquisition and Compensation Act 1986**

FORM 7 S. 21  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The City of Latrobe declares that by this notice it acquires the following interest in the land described as Crown Allotment 23K Section 9 Township of Moe, Parish of Moe, being the whole of the land in Certificate of Title Volume 09946 Folio 852 and known as 9 George Street, Moe, Victoria 3825.

The estate and fee simple of Manper Pty Ltd, care of PO Box 1042, Doncaster East, Victoria.

Published with the authority of the City of Latrobe, care of Property and Commercial Development Branch, Department of Transport, Level 16, 121 Exhibition Street, Melbourne, Victoria 3000.

Dated 3 December 2009

For and on behalf of the City of Latrobe  
Signed TIM CULLINAN  
Director  
Property and Commercial Development

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

## Notice of Acquisition

## Compulsory Acquisition of Interest in Land

The City of Latrobe declares that by this notice it acquires the following interest in the land described as Crown Allotment 23J Section 9 Township of Moe, Parish of Moe, being the whole of the land in Certificate of Title Volume 09905 Folio 793 and known as 11 George Street, Moe, Victoria 3825.

The estate and fee simple of Vincent Patrick Michael Caia and Sharon Narelle Caia, care of Richard Horseman Pty Ltd, Lawyers, PO Box 795, Morwell, Victoria 3840.

Published with the authority of the City of Latrobe, care of Property and Commercial Development Branch, Department of Transport, Level 16, 121 Exhibition Street, Melbourne, Victoria 3000.

Dated 3 December 2009

For and on behalf of the City of Latrobe  
Signed TIM CULLINAN  
Director  
Property and Commercial Development

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

## Notice of Acquisition

## Compulsory Acquisition of Interest in Land

The City of Latrobe declares that by this notice it acquires the following interest in the land described as Crown Allotment 23H Section 9 Township of Moe, Parish of Moe, being the whole of the land in Certificate of Title Volume 09905 Folio 792 and known as 13 George Street, Moe, Victoria 3825.

The estate and fee simple of Sandra Colli, care of O'Halloran Davis, PO Box 104, Moe, Victoria 3825.

Published with the authority of the City of Latrobe, care of Property and Commercial Development Branch, Department of Transport, Level 16, 121 Exhibition Street, Melbourne, Victoria 3000.

Dated 3 December 2009

For and on behalf of the City of Latrobe  
Signed TIM CULLINAN  
Director  
Property and Commercial Development

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

## Notice of Acquisition

## Compulsory Acquisition of Interest in Land

The City of Latrobe declares that by this notice it acquires the following interest in the land described as Crown Allotment 23G Section 9 Township of Moe, Parish of Moe, being the whole of the land in Certificate of Title Volume 09905 Folio 791 and known as 15 George Street, Moe, Victoria 3825.

The estate and fee simple of Peter Colli and Rosanna Colli, care of O'Halloran Davis, PO Box 104, Moe, Victoria 3825.

Published with the authority of the City of Latrobe, care of Property and Commercial Development Branch, Department of Transport, Level 16, 121 Exhibition Street, Melbourne, Victoria 3000

Dated 3 December 2009

For and on behalf of the City of Latrobe  
Signed TIM CULLINAN  
Director  
Property and Commercial Development

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

## Notice of Acquisition

## Compulsory Acquisition of Interest in Land

The City of Latrobe declares that by this notice it acquires the following interest in the land described as Crown Allotment 23F Section 9 Township of Moe, Parish of Moe, being the whole of the land in Certificate of Title Volume 09905 Folio 790 and known as 17 George Street, Moe, Victoria 3825.

The estate and fee simple of Mark Colin Pratt & Joanne Mary Pratt, PO Box 897, Moe, Victoria 3825.

Published with the authority of the City of Latrobe, care of Property and Commercial Development Branch, Department of Transport, Level 16, 121 Exhibition Street, Melbourne, Victoria 3000.

Dated 3 December 2009

For and on behalf of the City of Latrobe  
Signed TIM CULLINAN  
Director  
Property and Commercial Development

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

## Notice of Acquisition

## Compulsory Acquisition of Interest in Land

The City of Latrobe declares that by this notice it acquires the following interest in the land described as Crown Allotment 23E Section 9 Township of Moe, Parish of Moe, being the whole of the land in Certificate of Title Volume 09905 Folio 789 and known as 19 George Street, Moe, Victoria 3825.

Crown Allotment 23D Section 9 Township of Moe, Parish of Moe, being the whole of the land in Certificate of Title Volume 09905 Folio 788 and known as 21 George Street, Moe, Victoria 3825.

Crown Allotment 23C Section 9 Township of Moe, Parish of Moe, being the whole of the land in Certificate of Title Volume 09905 Folio 787 and known as 23 George Street, Moe, Victoria 3825.

The estate and fee simple of Tony Disisto and Heather Muriel Balfour, care of Garland Hawthorn Brahe, Level 20, 31 Queen Street, Melbourne, Victoria 3000.

Published with the authority of the City of Latrobe, care of Property and Commercial Development Branch, Department of Transport, Level 16, 121 Exhibition Street, Melbourne, Victoria 3000.

Dated 3 December 2009

For and on behalf of the City of Latrobe  
Signed TIM CULLINAN  
Director  
Property and Commercial Development

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

## Notice of Acquisition

## Compulsory Acquisition of Interest in Land

The City of Latrobe declares that by this notice it acquires the following interest in the land described as Crown Allotment 23B Section 9 Township of Moe, Parish of Moe, being the whole of the land in Certificate of Title Volume 10369 Folio 930 and known as 25 George Street, Moe, Victoria 3825.

The estate and fee simple of Ioannis Hortis care of Verhoeven & Curtain Pty Ltd, Solicitors, PO Box 84, Moe, Victoria 3825.

Published with the authority of the City of Latrobe, care of Property and Commercial Development Branch, Department of Transport, Level 16, 121 Exhibition Street, Melbourne, Victoria 3000.

Dated 3 December 2009

For and on behalf of the City of Latrobe  
Signed TIM CULLINAN  
Director  
Property and Commercial Development

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

## Notice of Acquisition

## Compulsory Acquisition of Interest in Land

The City of Latrobe declares that by this notice it acquires the following interest in the land described as Crown Allotment 23A Section 9 Township of Moe, Parish of Moe, being the whole of the land in Certificate of Title Volume 09905 Folio 785 and known as 27–29 George Street, Moe, Victoria 3825.

The estate and fee simple of Marie Ann Gerrish, care of O'Halloran Davis, Barristers & Solicitors, PO Box 104, Moe, Victoria 3825.

Published with the authority of the City of Latrobe, care of Property and Commercial Development Branch, Department of Transport, Level 16, 121 Exhibition Street, Melbourne, Victoria 3000.

Dated 3 December 2009

For and on behalf of the City of Latrobe  
Signed TIM CULLINAN  
Director  
Property and Commercial Development

**Plant Health and Plant Products Act 1995**

## NOTICE OF EXTENSION

Order declaring a Restricted Area at Flemington for the control of Queensland Fruit Fly

I, Joe Helper, Minister for Agriculture, extend the Order made on 7 January 2009, under section 20 of the **Plant Health and Plant Products Act 1995** declaring a restricted area

at Flemington for the control of Queensland Fruit Fly for a further period of 12 months commencing on 7 January 2010.

The Order was published in Government Gazette S4 on 8 January 2009 and specifies prohibitions, restrictions and requirements so as to prevent the spread of Queensland Fruit Fly from Flemington to other parts of Victoria.

A copy of the Order may be obtained by contacting the Plant Standards Branch on (03) 9210 9390.

Dated 2 December 2009

JOE HELPER  
Minister for Agriculture

#### Summary of statutory rule

The Regulations will declare the Adult Parole Board, the Youth Residential Board and the Youth Parole Board not to be 'public authorities' for the purposes of the **Charter of Human Rights and Responsibilities Act 2006** from 28 December 2009 until 27 December 2013.

The reasons for making the Regulations are set out in a Regulatory Impact Statement which is available from the Human Rights Unit, Department of Justice, Level 24, 121 Exhibition Street, Melbourne 3000, or at [www.justice.vic.gov.au](http://www.justice.vic.gov.au)



#### Psychologists Registration Act 2000

Pursuant to section 48(2)(e) of the **Psychologists Registration Act 2000** (Vic.) the following conditions are imposed on the registration of Ms Janet Lee Taylor, Registration 8171:

- (i) Ms Taylor is not to provide treatment for couples for a period of 12 months, effective 1 December 2009. From 1 December 2010, Ms Taylor is to discuss all cases where she is counselling couples with her supervisor.
- (ii) Before attending a home visit with a client, Ms Taylor is to discuss the home visit with her supervisor.
- (iii) Ms Taylor is to attend at least five days of professional development in relation to ethical practice each year for the following two years, 2011 and 2012.

MS MELANIE SABA  
CEO/Registrar  
Psychologists Registration Board of Victoria

#### Subordinate Legislation Act 1994

#### NOTICE OF DECISION TO MAKE CHARTER OF HUMAN RIGHTS AND RESPONSIBILITIES (PUBLIC AUTHORITIES) REGULATIONS 2009

Notice is given in accordance with section 12 of the **Subordinate Legislation Act 1994** that the Charter of Human Rights and Responsibilities (Public Authorities) Regulations 2009 will be made by the Governor in Council on 15 December 2009.



#### Water Act 1989

#### BY-LAW NO. 11 TRADE WASTE

In accordance with section 287ZI of the **Water Act 1989**, Coliban Region Water Corporation gives notice of a by-law titled 'Coliban Region Water Corporation By-Law No. 11 Trade Waste'.

The purpose and general purport of the by-law is to:

- (a) define trade waste;
- (b) outline trade waste discharge requirements;
- (c) provide trade waste agreements as the instrument of consent for the discharge of trade waste;
- (d) outline methods for measuring trade waste discharges;
- (e) describe mechanisms for levying charges for trade waste services; and
- (f) define notices and penalties for contravention of trade waste agreements, acceptance criteria or this by-law.

The by-law repeals and replaces existing 'Coliban Region Authority Trade Waste By-Law No. 5'.

A copy of the by-law may be inspected free of charge at our offices, 37-45 Bridge Street, Bendigo, during office hours, or viewed on our website: [www.coliban.com.au](http://www.coliban.com.au)

**Crown Land (Reserves) Act 1978**  
CROWN LAND RESERVES (OCEAN GROVE PUBLIC PURPOSES RESERVE)  
REGULATIONS 2009

I, Merv McAlicee, Acting Statewide Program Leader – Public Land Services, as delegate of the Minister for Environment and Climate Change, make the following Regulations:

**PART 1 – PRELIMINARY**

**1. Title**

These Regulations may be cited as the Crown Land Reserves (Ocean Grove Public Purposes Reserve) Regulations 2009.

**2. Objective**

The objective of these Regulations is to provide for the care, protection and management of the Ocean Grove Public Purposes Reserve.

**3. Authorising provision**

These Regulations are made under section 13 of the **Crown Land (Reserves) Act 1978**.

**4. Commencement**

These Regulations come into operation on the date they are published in the Victorian Government Gazette.

**5. Revocations**

All previous Regulations made under the **Crown Land (Reserves) Act 1978** or the **Land Act 1958** as they apply to the reserve are revoked.

**6. Definitions**

In these Regulations –

‘**Act**’ means the **Crown Land (Reserves) Act 1978**;

‘**appointed person**’ means an officer or employee of the Committee appointed in writing by the Committee as an appointed person for the purposes of these regulations;

‘**authorised officer**’ means an authorised officer appointed under section 83 of the **Conservation, Forests and Lands Act 1987** for the purposes of the **Land Act 1958**;

‘**camp**’ means

- (a) to erect, occupy or use a tent or any similar form of accommodation; or
- (b) to erect, park, occupy or use a caravan, camper van or other movable form or temporary structure of accommodation;

‘**Central Plan Office**’ means the Central Plan Office of the Department of Sustainability and Environment;

‘**Committee**’ means the committee of management appointed to manage the reserve under section 14 of the Act;

‘**damage**’ means to alter, to cut, to destroy, to deface, to soil or to vandalise;

‘**fauna**’ means any animal-life which is indigenous to Victoria whether vertebrate or invertebrate and in any stage of biological development and any other living thing generally classified as fauna but does not include humans or fish;

‘**firearm**’ has the same meaning as in the **Firearms Act 1996**;

‘**fireplace**’ means a facility constructed of stone, metal, concrete or other non-flammable material provided by the Committee in the reserve for the purposes of lighting and maintaining fires;

‘**flora**’ means any plant-life which is indigenous to Victoria whether vascular or non-vascular and in any stage of development and includes any other living thing generally classified as flora;



**‘life-saving aid’** includes any life-saving equipment, life-hook, drag, grapnel, life-buoy, warning sign, barrier, fire extinguisher, hose or similar equipment;

**‘Minister’** means the Minister for Environment and Climate Change ;

**‘Mooring’** includes any equipment, facility or structure for the securing of a vessel.

**‘navigational aid’** means any lighthouse, beacon, signal, flag or similar equipment and any adjacent supporting structure or post;

**‘permit’** includes any authority, approval, consent, permission, receipt or ticket given granted or issued by the Committee in accordance with these regulations;

**‘Ocean Grove Public Purposes Reserve’** means the land shown bordered green on Plan LEGL./96–481 lodged in the Central Plan Office being part of an area of land which was permanently reserved for Public Purposes by Order in Council of 25 October 1880 published in the Government Gazette on 29 October 1880, Page 2661;

**‘reserve’** means the Ocean Grove Public Purposes Reserve;

**‘Secretary’** means the body corporate established by Part 2 of the **Conservation, Forests and Lands Act 1987**;

**‘stone’** has the same meaning as in the **Extractive Industries Development Act 1995**;

**‘take’** means –

- (a) in relation to flora, to kill, injure or disturb any live flora, or to remove or collect the whole or parts thereof whether dead or alive, and
- (b) in relation to fauna, to kill, injure, interfere with or disturb any animal or remove or collect the whole or parts thereof any live or dead animal;

**‘vessel’** has the same meaning as in the **Marine Act 1988**;

## 7. Application of Regulations

- (1) These Regulations do not apply to any of the following persons when acting in the course of that person’s duties;
  - (a) a member of the Committee; or
  - (b) any officer or employee of the Committee; or
  - (c) an authorised officer; or
  - (d) a person authorised by the Secretary or an employee of the Secretary.
- (2) A person acting in accordance with a lease, licence, tenancy or permit granted or issued under the Act or a corresponding previous enactment over land in the reserve is not subject to these Regulations, to the extent that the activities authorised by that lease, licence, tenancy or permit are inconsistent with these Regulations.

## PART 2 – POWERS OF COMMITTEE

### 8. Committee may erect buildings and carry out works

The Committee may erect buildings and carry out works to provide facilities or services on the reserve provided the consent required to be obtained in accordance with regulation 37 has been obtained.

### 9. Committee may set aside areas for particular purposes

- (1) The Committee may determine that a specified area or areas in the reserve be set aside for one or more of the following purposes –
  - (a) protection or management of flora, fauna, geological or geomorphological features or cultural values;
  - (b) re-establishment or planting of trees, shrubs, grass or other vegetation;
  - (c) protection or management of cultural, historic or geological features or values;

- (d) amenities or facilities for public use;
  - (e) camping;
  - (f) the playing of games or sport;
  - (g) the lighting or maintaining of fires;
  - (h) the entry by any person accompanied by a dog under that person's control;
  - (i) the riding, driving or leading of a horse or a mule or a donkey or a camel or the drawing of a vehicle by any of those animals;
  - (j) the parking of any vehicle or vehicles of a particular class or classes;
  - (k) the passage of any vehicle or vehicles of a particular class or classes;
  - (l) a bicycle path;
  - (m) a footway;
  - (n) segregated footway;
  - (o) shared footway;
  - (p) the launching, landing, loading, unloading or mooring of vessels generally or vessels of a particular class;
  - (q) the entry by a person in a vessel or in vessels of a particular class or classes into a water covered area.
- (2) The Committee must include in a determination under sub-regulation (1) details of any conditions, the times or periods during which areas set aside under sub-regulation (1) may be used for the purpose for which they are set aside.
- (3) If the Committee has determined that an area be set aside under sub-regulation (1), the Committee must cause notices to be displayed in such a place and manner that the particulars are reasonably likely to be seen by the persons about to enter the areas, indicating –
- (a) the areas so set aside; and
  - (b) the purpose for which those areas are set aside; and
  - (c) the conditions, times or periods during which the purpose is permitted.
- (4) A person must comply with a determination made under sub-regulation (1) when displayed in accordance with sub-regulation (3).

**10. Committee may set aside further areas where entry or access is prohibited or restricted**

- (1) The Committee may determine that a specified area or areas in the reserve be set aside as an area where access or entry is prohibited or restricted –
- (a) by a person who is in possession of alcohol;
  - (b) by a person with glass bottles, glass containers or glass utensils in their possession;
  - (c) for reasons of public safety;
  - (d) for the protection of flora, fauna, geological or geomorphological features or cultural values;
  - (e) for swimming.
- (2) A determination under sub-regulation (1) must specify –
- (a) the times or periods during which entry or access is prohibited or restricted to an area or the conditions of entry to that area; and
  - (b) the reasons why entry or access is prohibited or restricted.

- (3) If the Committee has determined that an area be set aside under sub-regulation (1), the Committee must cause notices to be displayed in such a place and manner that the particulars are reasonably likely to be seen by the persons about to enter the areas, indicating –
  - (a) the areas so set aside; and
  - (b) the reasons why entry or access is prohibited or restricted; and
  - (c) any conditions of entry or use of the area; and
  - (d) the times or periods during which entry or access is prohibited or restricted.
- (4) A person must comply with a determination made under sub-regulation (1) when displayed in accordance with sub-regulation (3).

#### **11. Issuing, compliance production and cancellation of permits**

- (1) The Committee may issue a permit for any of the activities referred to in Regulations 13(1), 14(1), 17(1), 18(1), 20(1), 21(1), 24(1), 26(1), 27(1), 28(1), 29(1), or 30(1).
- (2) A permit issued under sub-regulation (1) authorises the holder to enter and use the reserve –
  - (a) for the purpose specified in the permit; and
  - (b) for the period specified in the permit; and
  - (c) subject to any terms and conditions in respect of that entry or use determined by the Committee and specified in the permit.
- (3) The holder of any current permit must comply with any terms and conditions of that permit.
- (4) The Committee or an appointed person may revoke or cancel a permit at any time.
- (5) Upon revocation or cancellation of a permit under sub-regulation (4), the Committee or an appointed person must, within a reasonable time after the revocation or cancellation, notify the permit holder in writing of the cancellation or revocation of the permit.
- (6) A person who holds a permit issued under this Part must produce the permit for inspection when requested to do so by the Committee, an authorised officer or appointed person.

#### **12. Fees and charges**

- (1) The reserve is open to the public free of charge except as otherwise determined by the Committee in accordance with sub-regulation (2).
- (2) The Committee may determine such reasonable fees that it considers necessary for entry to the reserve or use of improvements, services or facilities in the reserve.
- (3) If the Committee has determined that a fee is payable for entry to the reserve or use of improvements, services or facilities in the reserve under sub-regulation (2), the Committee must cause notices to be displayed in such a place and manner that the particulars are reasonably likely to be seen by persons about to enter the reserve or use the improvements, services or facilities in the reserve, indicating the fee payable for entry to the reserve or use of the improvements, services or facilities in the reserve.
- (4) A person must not enter the reserve or use the improvements, services or facilities within the reserve without paying the appropriate fee, if any, determined by the Committee under sub-regulation (2).

**PART 3 – USE AND CONTROL OF THE RESERVE****13. Offence to enter or remain in area where entry or access is prohibited or restricted**

- (1) Subject to these Regulations, unless a current permit has been granted, a person must not enter or remain in an area to which entry or access has been prohibited or restricted under regulation 10 in respect of which a notice or notices are displayed in accordance with regulation 10.
- (2) Sub-regulation (1) does not apply to a person who enters or remains in an area of the reserve in accordance with a current permit issued under Part 2.

**14. Entry of dogs, horses and other animals**

- (1) A person must not bring an animal into, or allow an animal under that person's control to enter or remain in the reserve.
- (2) Sub-regulation (1) does not apply to a person who –
  - (a) brings a dog which is used as a guide dog into or allows that dog to remain in the reserve; or
  - (b) brings into or allows to remain in the reserve a dog which is in an area set aside under regulation 9(1) as an area where dogs are permitted; or
  - (c) brings into or allows to remain in the reserve a horse, mule, donkey or camel which is in an area set aside under regulation 9(1) as an area for the riding, driving or leading of those animals or the drawing of a vehicle by any of those animals; or
  - (d) brings an animal into or allows an animal to remain in the reserve in accordance with a current permit issued under Part 2.
- (3) A person who brings an animal into the reserve in accordance with this Regulation must ensure that the animal is effectively controlled from causing any nuisance, injury, unreasonable disturbance or damage to any person, any fauna, garden, shrub, tree, building, fencing or other improvement.
- (4) A person who brings a dog, other than a dog used as a guide dog, into the reserve must remove any faeces deposited by that dog from the reserve or place the faeces in a receptacle which is provided for that purpose by the Committee.

**15. Driving and parking vehicles**

- (1) A person must not drive a vehicle in the reserve.
- (2) Sub-regulation (1) does not apply to a person who drives or parks a vehicle in an area set aside by the Committee under regulation 9(1) for the passage or parking of vehicles.
- (3) A person must not park or leave a vehicle standing in the reserve.
- (4) Sub-regulation (3) does not apply to a person who parks a vehicle or leaves a vehicle standing in an area set aside by the Committee under regulation 9(1) for the parking of vehicles in accordance with the times and manner determined by the Committee.

**16. Launching and landing vehicles**

- (1) A person must not launch, land, moor, load or unload a vessel in the reserve, except in an emergency –
  - (a) without first paying the appropriate fee, if any, determined by the Committee under Regulation 12(2); and
  - (b) unless the vessel is within an area of the reserve set aside for the launching, landing, loading, unloading or mooring of vessels.

**17. Aircraft, helicopters and airborne craft**

- (1) Within the reserve, a person must not launch, fly, land, control or operate any model aircraft, model helicopter, aircraft, helicopter, glider, hang glider or similar flying machine, kite, hot air balloon or parachute.
- (2) Sub-regulation (1) does not apply to a person who holds a current permit issued under Part 2 which allows that person to engage in the particular activity referred to in sub-regulation (1).

**18. Camping**

- (1) A person must not camp within the reserve.
- (2) Sub-regulation (1) does not apply to a person who camps –
  - (a) in an area set aside by the Committee under regulation 9(1) for the purpose of camping; and
  - (b) in accordance with a current permit issued under Part 2.

**19. Fire**

- (1) A person must not light or maintain a fire in the reserve.
- (2) Sub-regulation (1) does not apply to a person who lights or maintains a fire at a time and during a period when the lighting of fires is not prohibited under any Act in –
  - (a) a fireplace provided by the Committee; or
  - (b) an area set aside by the Committee under regulation 9(1) for the purpose of lighting or maintaining a fire.
- (3) A person must not leave unextinguished or unattended a fire which that person has lit or maintained in the manner referred to in sub-regulation (2).

**20. Natural, cultural and other assets**

- (1) In the reserve, a person must not –
  - (a) take, cut, damage, displace, deface or interfere with any timber, tree, shrub, plant, wildflower or other vegetation;
  - (b) enter any area which is set aside under Regulation 9(1) –
    - (i) for the re-establishment or planting of trees, shrubs, grass or other vegetation; or
    - (ii) for the protection of flora or fauna, geological or geomorphological features or cultural values;
  - (c) plant or knowingly introduce any seed, tree, shrub, fern or other vegetation or any part of any tree, shrub or other vegetation;
  - (d) take, destroy or damage any lair or nest or take any fauna or its lair or nest or take any skeletal remains;
  - (e) move or interfere with any sign, noticeboard, equipment, seat, table, gate, post, fence, bridge, facility, building or structure;
  - (f) move or interfere with any navigational aid or life saving aid except for the purpose of saving life;
  - (g) take any stone including any soil, sand or gravel.
- (2) Sub-regulation (1) does not apply to a person acting in accordance with –
  - (a) a current permit under Part 2 which allows that person to engage in the particular activity; or
  - (b) a lease, licence, permit or other authority under the **Extractive Industries Development Act 1995**, the **Mineral Resources Development Act 1990** or the **Petroleum Act 1998**.

**21. Stone**

- (1) A person must not in the reserve take any stone.
- (2) Sub-regulation (1) does not apply to a person who takes stone in accordance with –
  - (a) a current permit under Part 2 which allows that person to take stone; or
  - (b) a lease, licence, permit or other authority under the **Extractive Industries Development Act 1995**, the **Mineral Resources Development Act 1990** or the **Petroleum Act 1998**.

**22. Animals and nests**

- (1) A person must not in the reserve –
  - (a) take any animal or its lair or nest; or
  - (b) poison an animal.

**23. Improvements, signs, equipment, navigational aids**

- (1) A person must not damage, move or interfere with –
  - (a) Any sign, noticeboard, equipment, seat, table, gate, post, fence, bridge, facility, building, or structure in the reserve; or
  - (b) Any navigational aid or life-saving aid in the reserve, except for the purpose of saving life.

**24. Erecting or using buildings and structures**

- (1) In the reserve, a person must not –
  - (a) erect or place any building or structure; or
  - (b) enter, occupy or use the whole or any part of any building or structure unless it is set aside as an amenity or facility for public use and any fee required to be paid under these Regulations has been paid and any times or periods or conditions relating to the use of the building or structure are complied with.
- (2) Sub-regulation (1) does not apply to a person who holds a current permit issued under Part 2 which allows that person to engage in the particular activity referred to in sub-regulation (1).

**25. Use of amenity or facility**

- (1) In the reserve, a person must not enter or use an amenity or facility set aside for use of persons of the opposite sex.
- (2) Sub-regulation (1) does not apply to the entering or use of an amenity or facility by a child under the age of 6 years when accompanied by an adult.

**26. Games or sports**

- (1) In the reserve, a person must not engage in any game or sport likely to cause interference, disturbance, inconvenience or danger to other persons using the reserve.
- (2) Sub-regulation (1) does not apply to a person –
  - (a) who is engaged in a game or sport in an area set aside for a game or sport under regulation 9(1) and any fee required to be paid under these Regulations has been paid and any times or periods or conditions relating to the use are complied with; or
  - (b) who is acting in accordance with a current permit issued under Part 2 which allows that person to engage in a game or sport.

**27. Organised function, fete or public meeting**

- (1) In the reserve, a person must not participate in an organised function, rally, concert, festival, tour, fete or public meeting or similar event.
- (2) Sub-regulation (1) does not apply to a person who holds a current permit issued under Part 2 which allows that person to engage in the particular activity referred to in sub-regulation (1).

**28. Public address**

- (1) In the reserve, a person must not preach or deliver an address or use any amplifier, public address system, loud hailer or similar device.
- (2) Sub-regulation (1) does not apply to a person who holds a current permit issued under Part 2 which allows that person to engage in the particular activity referred to in sub-regulation (1).

**29. Commercial activities**

- (1) In the reserve, a person must not –
  - (a) sell or offer any article for sale;
  - (b) take photographs for gain or commercial purposes;
  - (c) supply any vehicle for hire or carry any passengers for fee or reward;
  - (d) conduct any school or provide any form of instruction for gain;
  - (e) display, advertise for sale or trade or hire any article, device, service or thing;
  - (f) solicit or collect money or orders for goods or services or other purposes;
  - (g) take part in or advertise any entertainment for gain;
  - (h) give out, distribute, erect, leave set up or display any handbill, placard, notice, pamphlet, book, paper, advertising matter or any like thing;
  - (i) offer for hire any article, device or thing;
  - (j) conduct a tour for gain or for commercial purposes.
- (2) Sub-regulation (1) does not apply to a person who holds a current permit issued under Part 2 which allows that person to engage in the particular activity referred to in sub-regulation (1).

**30. Machinery and power tools**

- (1) In the reserve, a person must not operate any portable or stationary generator, air-compressor, chainsaw, oxy-acetylene or electrical cutting or welding apparatus or other machinery.
- (2) Sub-regulation (1) does not apply to a person who holds a current permit issued under Part 2 which allows that person to engage in the particular activity referred to in sub-regulation (1).

**31. Gates**

In the reserve, a person must not leave any gate open except where the gate is already open.

**32. Use of beach umbrellas**

- (1) A person must not erect or use a beach umbrella or similar device for providing shade or weather protection on any beach in the reserve.
- (2) Sub-regulation (1) does not apply to a person who uses a beach umbrella or similar device which is securely anchored –
  - (a) by means of a disc made of wood, metal or similar material being a least 30 centimetres in diameter fitted over the shaft immediately above the tip and the tip is buried in the sand to a depth of at least 30 centimetres; or
  - (b) by means of a bag filled with at least 5 kilograms of dry weight of sand securely tied to the device; or
  - (c) by means of a device with an equivalent effect to an anchoring device referred to in paragraph (a) or (b).

**33. Offensive behaviour**

In the reserve, a person must not –

- (a) use indecent or obscene language;
- (b) use threatening or abusive words;
- (c) behave in a riotous, indecent, offensive or threatening manner.

**34. Firearms and traps**

In the reserve, a person must not possess or carry or use any firearm, trap or snare.

**35. Stones or missiles**

In the reserve, a person must not propel or throw any stone or missile which is likely to cause danger or unreasonable disturbance to other persons or to animals or is likely to damage any flora or property.

**36. Royalties**

A person authorised by a current permit issued under Part 2 to take stone from the reserve must pay to the Secretary the royalty specified in Schedule 2 of the Extractive Industries Development Regulations 2007, in respect of the type and quantity of stone taken.

**PART 4 – WORKS AND IMPROVEMENTS****37. Consent of Minister**

- (1) The Committee must obtain all the necessary approvals and permits and the consent of the Minister or the consent of the Minister's authorised delegate before undertaking any works or improvements on the reserve.
- (2) The consent of the Minister or the Minister's authorised delegate is not required if the works and improvements are;
  - (a) for the purpose of carrying out repairs or maintenance of structures, facilities and other improvements; or
  - (b) minor works or improvements necessary to keep the reserve in good order or appearance; or
  - (c) to provide information to the public; or
  - (d) works and improvements agreed to under a management or development plan which has been approved by the Minister or the Minister's authorised delegate.

**PART 5 – GENERAL****38. Obstruction**

A person must not in the reserve obstruct, hinder or interfere with a member of the Committee, an authorised officer or appointed person, any other officer or employee of the Committee or a person authorised by the Committee in the execution of his or her duties in the reserve.

**39. Direction and direction to leave**

- (1) An appointed person or authorised officer may direct a person in charge of a vehicle to move the vehicle or remove the vehicle from the reserve if –
  - (a) the vehicle is parked or standing contrary to any determination made under these Regulations; or
  - (b) in the opinion of the appointed person or authorised officer the vehicle is obstructing or likely to obstruct the passage of people or other vehicles in the reserve; or
  - (c) the vehicle is a danger or likely to be a danger to people using the reserve or is likely to cause injury or damage to property in the reserve; or
  - (d) the vehicle is being driven in a manner which is likely to prejudice the safety of persons or cause injury or damage to property in the reserve.



- (2) An appointed person or an authorised officer may direct any person whom that officer believes on reasonable grounds has contravened these Regulations to leave the reserve or any part of the reserve.
- (3) When directed to do so by an appointed person or an authorised officer, a person must immediately –
  - (a) move a vehicle as directed within the reserve; or
  - (b) remove a vehicle from the reserve; or
  - (c) leave the reserve or the part of the reserve.

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### Notes

#### **Contravention of regulations**

A contravention of these regulations may result in the imposition of penalties as set out in section 13 of the **Crown Land (Reserves) Act 1978**.

#### **Litter**

The depositing of litter in the reserve is prohibited under the **Litter Act 1987** and may result in the imposition of penalties under that Act.

#### **Motor vehicles**

Under the Land Conservation (Vehicle Control) Regulations 2003, motor vehicles are prohibited from being within a reserve except on a road, in a parking area or in an area declared to be a free access area. A contravention may result in the imposition of penalties under those regulations.

#### **Fire**

In addition to Regulation 19, the lighting of fires is governed by the Forests (Fire Protection) Regulations 2004 and failure to adhere to those Regulations may result in the imposition of penalties.

#### **Bicycle path, footway, segregated footway or shared footway**

The meanings of bicycle path, footway, segregated footway and shared footway are –

**‘Bicycle path’** means a way, other than a bicycle lane, defined by a bicycle way sign at its beginning, and at its end by –

- (a) an end bicycle sign; or
- (b) a shared footway sign; or
- (c) a segregated footway sign; or
- (d) a bicycle way sign; or
- (e) a carriageway; or
- (f) a dead end –

the signs being erected adjacent to the way so as to face an approaching driver of a bicycle.

**‘Footway’** means a footpath, lane or other place provided solely for the use of pedestrians or habitually used by pedestrians and not by vehicles, but includes a segregated footway or a shared footway.

**‘Segregated footway’** means a length of footway defined by means of a segregated footway sign at its beginning, and at its end by –

- (a) an end segregated footway sign; or
- (b) a shared footway sign; or
- (c) a bicycle way sign; or
- (d) a no-bicycles sign; or
- (e) a carriageway; or
- (f) a dead end; or
- (g) a segregated footway sign.

‘**Shared footway**’ means a length of footway defined by means of a shared footway sign at its beginning, and at its end by –

- (a) an end shared footway sign; or
- (b) a segregated footway sign; or
- (c) a bicycle way sign; or
- (d) a no-bicycles sign; or
- (e) a carriageway; or
- (f) a dead end, or
- (g) a shared footway.

Dated 25 November 2009

MERV McALIECE  
Acting Statewide Program Leader  
Public Land Services  
as delegate of the Minister for Environment and Climate Change

### Geographic Place Names Act 1998

#### NOTICE OF REGISTRATION OF GEOGRAPHIC NAMES

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

Place Name	Proposer and Location
Senator Pat Kennelly Amphitheatre	Parks Victoria Aughtie Drive, Albert Park

Office of the Registrar of Geographic Names  
c/- **LAND VICTORIA**  
17th Floor  
570 Bourke Street  
Melbourne 3000

JOHN E. TULLOCH  
Registrar of Geographic Names

### Geographic Place Names Act 1998

#### NOTICE OF INTENTION TO REGISTER A GEOGRAPHIC NAME

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

File No.	Naming Authority	Place Name	Location
GPN008117	Corangamite Shire	Murrays Gully	Barrs Road, Mingay

Office of the Registrar of Geographic Names  
c/- **LAND VICTORIA**  
17th Floor  
570 Bourke Street  
Melbourne 3000

JOHN E. TULLOCH  
Registrar of Geographic Names

**Interpretation of Legislation Act 1984****GREENHOUSE GAS GEOLOGICAL SEQUESTRATION (EXEMPTION)  
REGULATIONS 2009**

## Notice of Incorporation of Material and Address for Inspection of Documents

The Greenhouse Gas Geological Sequestration (Exemption) Regulations 2009 ('the Regulations') apply, adopt or incorporate the following documents:

**Table of Applied, Adopted or Incorporated Matter**

<b>Statutory Rule Provision</b>	<b>Title of applied, adopted or incorporated document</b>	<b>Matter in applied, adopted or incorporated document</b>
Regulation 4, paragraph (a) of definition of <i>Otway project area</i>	Petroleum production licence 11 granted under the <b>Petroleum Act 1998</b> and dated 14 May 2002  Petroleum production licence 13 granted under the <b>Petroleum Act 1998</b> and dated 7 February 2006	The whole  The whole

A copy of the material applied, adopted or incorporated by the Regulations has been lodged with the Clerk of the Parliaments and is available for inspection by the public, free of charge, during normal business hours at Level 16, Department of Primary Industries, 1 Spring Street, Melbourne 3000, telephone 9658 4171.

PETER BATCHELOR MP  
Minister for Energy and Resources

**Offshore Petroleum and Greenhouse Gas Storage Act 2006**

## COMMONWEALTH OF AUSTRALIA

Notice of Grant of Renewal of Production Licence for  
Petroleum VIC/L1 in Accordance with Section 187

I, the Delegate of the Designated Authority in respect to the area specified as being offshore to the State of Victoria, pursuant to section 187 of the **Offshore Petroleum and Greenhouse Gas Storage Act 2006**, hereby grant the renewal of Production Licence VIC/L1 to Esso Australia Resources Pty Ltd and BHP Billiton Petroleum (Bass Strait) Pty Ltd.

## DESCRIPTION OF BLOCKS

In the offshore area of the State of Victoria on the Melbourne Map Sheet SJ55 prepared and published for the purposes of the **Offshore Petroleum and Greenhouse Gas Storage Act 2006**:

<b>Block No.</b>	<b>Block No.</b>	<b>Block No.</b>	<b>Block No.</b>
1987	1988	2059	2060

Assessed to contain 4 blocks.

Made under the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** of the Commonwealth of Australia on behalf of the Commonwealth–Victoria Offshore Petroleum Joint Authority.

Dated 30 November 2009

LEAH DIAMANTOPOULOS  
Manager Petroleum Tenements  
Delegate of the Designated Authority

**Offshore Petroleum and Greenhouse Gas Storage Act 2006**

## COMMONWEALTH OF AUSTRALIA

Notice of Grant of Renewal of Production Licence for  
Petroleum VIC/L2 in Accordance with Section 187

I, the Delegate of the Designated Authority in respect to the area specified as being offshore to the State of Victoria, pursuant to section 187 of the **Offshore Petroleum and Greenhouse Gas Storage Act 2006**, hereby grant the renewal of Production Licence VIC/L2 to Esso Australia Resources Pty Ltd and BHP Billiton Petroleum (Bass Strait) Pty Ltd.

## DESCRIPTION OF BLOCKS

In the offshore area of the State of Victoria on the Melbourne Map Sheet SJ55 prepared and published for the purposes of the **Offshore Petroleum and Greenhouse Gas Storage Act 2006**:

Block No.	Block No.	Block No.	Block No.
1918	1919	1989	1990
1991			

Assessed to contain 5 blocks.

Made under the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** of the Commonwealth of Australia on behalf of the Commonwealth–Victoria Offshore Petroleum Joint Authority.

Dated 30 November 2009

LEAH DIAMANTOPOULOS  
Manager Petroleum Tenements  
Delegate of the Designated Authority

**Offshore Petroleum and Greenhouse Gas Storage Act 2006**

## COMMONWEALTH OF AUSTRALIA

Notice of Grant of Renewal of Production Licence for  
Petroleum VIC/L3 in Accordance with Section 187

I, the Delegate of the Designated Authority in respect to the area specified as being offshore to the State of Victoria, pursuant to section 187 of the **Offshore Petroleum and Greenhouse Gas Storage Act 2006**, hereby grant the renewal of Production Licence VIC/L3 to Esso Australia Resources Pty Ltd and BHP Billiton Petroleum (Bass Strait) Pty Ltd.

## DESCRIPTION OF BLOCKS

In the offshore area of the State of Victoria on the Melbourne Map Sheet SJ55 prepared and published for the purposes of the **Offshore Petroleum and Greenhouse Gas Storage Act 2006**:

Block No.	Block No.	Block No.	Block No.
1922	1923	1993	1994
1995			

Assessed to contain 5 blocks.

Made under the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** of the Commonwealth of Australia on behalf of the Commonwealth–Victoria Offshore Petroleum Joint Authority.

Dated 30 November 2009

LEAH DIAMANTOPOULOS  
Manager Petroleum Tenements  
Delegate of the Designated Authority

**Offshore Petroleum and Greenhouse Gas Storage Act 2006**

## COMMONWEALTH OF AUSTRALIA

Notice of Grant of Renewal of Production Licence for  
Petroleum VIC/L4 in Accordance with Section 187

I, the Delegate of the Designated Authority in respect to the area specified as being offshore to the State of Victoria, pursuant to section 187 of the **Offshore Petroleum and Greenhouse Gas Storage Act 2006**, hereby grant the renewal of Production Licence VIC/L4 to Esso Australia Resources Pty Ltd and BHP Billiton Petroleum (Bass Strait) Pty Ltd.

## DESCRIPTION OF BLOCKS

In the offshore area of the State of Victoria on the Melbourne Map Sheet SJ55 prepared and published for the purposes of the **Offshore Petroleum and Greenhouse Gas Storage Act 2006**:

Block No.	Block No.	Block No.	Block No.
1924	1925	1996	1997

Assessed to contain 4 blocks.

Made under the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** of the Commonwealth of Australia on behalf of the Commonwealth–Victoria Offshore Petroleum Joint Authority.

Dated 30 November 2009

LEAH DIAMANTOPOULOS  
Manager Petroleum Tenements  
Delegate of the Designated Authority

**Veterinary Practice Act 1997**

## ENDORSEMENT OF REGISTRATION AS A SPECIALIST PRACTITIONER

Under section 8 of the **Veterinary Practice Act 1997**, the following veterinary practitioners have been granted endorsement of registration as specialist practitioners by the Veterinary Practitioners Registration Board of Victoria.

SPEC NO.	NAME	SPECIALISATION
109	ANDERSON Brian Howard	Veterinary Surgery – Equine
110	FULTON Ian Charles	Veterinary Surgery – Equine

Dated 4 December 2009

M. B. WILSON  
Registrar  
Veterinary Practitioners Registration Board 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 Ringwood 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>Address for Registration</i>	<i>Type of Licence</i>	<i>Type of Licence</i>
Ranjit Pappy Mathew (as nominee for Data Infotec Pty Ltd)	22 Aubrey Street, Vermont 3133	Commercial Agents Licence (Corporation)	13 January 2010

Dated at Ringwood 4 December 2009

BRUCE HAMILTON  
Deputy 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 – 7494**

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>
Frank Cirone	Torre Holdings P/L	Suite 104, 685 Burke Road, Camberwell, Vic. 3124	Commercial Agents Licence
Raghavendran Karthikeyan	Probe Group Collections	214 Balaclava Road, Caulfield North	Commercial Sub-Agents Licence
Shanmukha Govindaraj	Probe Group Collections	214 Balaclava Road, Caulfield North	Commercial Sub-Agents Licence

Dated at Melbourne 3 December 2009

DEBRA GALLUCCI  
Registrar  
Magistrates' Court of Victoria

**Water Act 1989****BULK ENTITLEMENT (SEASPRAY) CONVERSION AMENDMENT ORDER 2008**

I, Tim Holding, Minister for Water, under the provisions of the **Water Act 1989**, make the following Order –

**1. Title**

This Order is called the Bulk Entitlement (Seaspray) Conversion Amendment Order 2008.

**2. Preliminary**

The Bulk Entitlement (Seaspray) Conversion Order 1997 (the Bulk Entitlement Order) was made by the Minister on 10 September 1997 and published in the Government Gazette on 18 September 1997. The Bulk Entitlement Order converts poorly defined rights to water from the Merrimans Creek Water Supply System to a bulk water entitlement for the Central Gippsland Region Water Corporation (the Corporation).

As part of the Victorian Government's Country Towns Water Supply and Sewerage Program, the Authority has planned to provide sewerage services for Seaspray and extend the water supply and sewerage services to the neighbouring township of Honeysuckles which is located some 3 km north-eastward.

**3. Purpose**

The purpose of this Order is to amend the Bulk Entitlement Order to allow the Corporation to access 133 ML at the Corporation's diversion offtake on Merrimans Creek.

**4. Authorising provisions**

This Order is made in accordance with section 44 of the **Water Act 1989**. The Minister makes this Order on the application of the Corporation.

**5. Commencement**

This Order comes into operation on the day it is published in the Government Gazette.

**6. Amendment of clause 5**

In clause 5 of the Bulk Entitlement Order, substitute 'Seaspray' with 'Authority's'.

**7. Deletion of clause 6**

Delete clause 6 of the Bulk Entitlement Order.

**8. Insertion of clause 6**

After clause 5 of the Bulk Entitlement Order, insert –

**'6. BULK ENTITLEMENT**

The Authority may take the share of flow in the waterway specified in clause 7, up to a total of 133 ML in any year, provided –

- a) up to 133 ML may be taken from July to October inclusive after satisfying the share of flow specified in sub-clause 7.1; and
- b) up to Q ML is taken from November to June inclusive after satisfying the share of flow specified in sub-clause 7.2, where Q is calculated as the lesser of –
  - (i) 61; and
  - (ii)  $133 - Q_{\text{JUL-OCT}}$

where –

'Q' means the Authority's remaining entitlement for the year in ML;

' $Q_{\text{JUL-OCT}}$ ' means the amount of water taken by the Authority over the months of July to October inclusive.'.

**9. Deletion of clause 7**

Delete clause 7 of the Bulk Entitlement Order.



**10. Insertion of clause 7**

After clause 6 of the Bulk Entitlement Order, insert –

**‘7. SHARE OF FLOW**

7.1 Between July to October inclusive in any year, the Authority may take a share of the flow in the waterway passing the specified point, calculated as follows:

- a) when  $F \leq 39.6$  ML/day,  
E = 0;
- b) when  $F > 39.6$  ML/day,  
E = 2.4 ML/day.

where –

‘E’ means the Authority’s entitlement in ML/day;

‘F’ means the flow (in ML/day) past the specified point less any amount of water under transfer pursuant to sub-clause 7.3.

7.2 Between November to June inclusive in any year, the Authority may take a share of the flow in the waterway passing the specified point, calculated as follows:

- a) when  $F \leq 0.78$  ML/day,  
E = F; and
- b) when  $F > 0.78$  ML/day,  
E = 0.78 ML/day.

where –

‘E’ means the Authority’s entitlement in ML/day;

‘F’ means the flow (in ML/day) past the specified point less any amount of water under transfer pursuant to sub-clause 7.3.

7.3 The Authority is not entitled to any flow past the specified point, as part of its bulk entitlement, which is being transferred by the holder of –

- a) any other bulk entitlement or licence held by another person; or
- b) any licence –

to a transferee pursuant to the Act.’.

**11. Amendment of clause 8**

In sub-clause 8.1 of the Bulk Entitlement Order, substitute ‘bulk entitlement’ with ‘Order’.

**12. Amendment of clause 9**

In sub-clause 9.1 of the Bulk Entitlement Order, substitute ‘bulk entitlement’ with ‘Order’.

**13. Amendment of clause 10**

In sub-clause 10.1 of the Bulk Entitlement Order, substitute ‘bulk entitlement’ (wherever occurring) with ‘Order’.

**14. Addition to clause 11**

In sub-clause 11.1 (b) of the Bulk Entitlement Order, after ‘waterway’, insert ‘under the entitlement specified in clause 6;’.

**15. Amendment of clause 11**

In sub-clause 11.1 (d) of the Bulk Entitlement Order, substitute ‘this entitlement’ with ‘the entitlement specified in clause 6;’.

**16. Amendment of clause 11**

In sub-clause 11.1 (f) of the Bulk Entitlement Order, substitute ‘Seaspray’ with ‘Authority’s’.

**17. Amendment of clause 11**

In sub-clause 11.1 (h) of the Bulk Entitlement Order, substitute ‘Seaspray’ with ‘Authority’s’.

**18. Amendment of clause 11**

In sub-clause 11.1 (i) of the Bulk Entitlement Order, substitute ‘bulk entitlement’ with ‘Order;’.

**19. Amendment of clause 11**

In sub-clause 11.1 (j) of the Bulk Entitlement Order, substitute ‘bulk entitlement’ with ‘Order’.

**20. Amendment of clause 16**

In sub-clause 16.1 of the Bulk Entitlement Order, substitute ‘bulk entitlement’ with ‘Order;’.

Dated 14 August 2008

TIM HOLDING  
Minister for Water

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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	1.73	2.78	3.30	0.87
Western Link Section 1, between Racecourse Road and Dynon Road	1.73	2.78	3.30	0.87
Western Link Section 2, between Footscray Road and West Gate Freeway	2.17	3.48	4.13	1.09
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:	2.17	3.48	4.13	1.09
(a) between Punt Road and the exit to Boulton Parade; and				
(b) comprising Boulton Parade				
Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street	3.90	6.25	7.43	1.95
Southern Link Section 1, between Burnley Street and Punt Road and including that part of Southern Link Section 1:	1.73	2.78	3.30	0.87
(a) between Punt Road and the exit to Boulton Parade; and				
(b) comprising Boulton Parade				
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	1.73	2.78	3.30	0.87
Southern Link Section 1, between Glenferrie Road and Burnley Street	1.73	2.78	3.30	0.87
Southern Link Section 5, between Burnley Street and Glenferrie Road	1.73	2.78	3.30	0.87
Exhibition Street Extension	1.09	1.73	2.06	0.54

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	1.09	1.73	2.06	0.54
Southern Link Section 5, between Swan Street Intersection and Punt Road	1.09	1.73	2.06	0.54

## Notes:

- 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.
- When travelling on Southern Link Section 1 and into the Domain Tunnel, the Tollable Sections may be combined for the purposes of levying Tolls.
- 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.
- 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	6.52	8.68	8.68	3.26
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	6.52	6.52	6.52	3.26

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

Category of Vehicle	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
<b>Day Toll</b>	12.55	20.10	23.90	6.25

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

Trip	Taxi Toll
Trips involving use of any or all of the Tollable Sections which comprise the Western Link* and no other Tollable Sections	4.00
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	4.00
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***	6.10

\* 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	12.55
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 31 March 2010.

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.

E. M. MILDWATER  
 Company Secretary  
 CityLink Melbourne Limited  
 (ABN 65 070 810 678)

B. J. BOURKE  
 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	1.09	1.73	2.06	0.54

Cleppo intends that these Charge Tolls will first apply in the quarter ending 31 March 2010.

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

E. M. MILDWATER  
 Company Secretary  
 City Link Extension Pty Limited  
 ABN 40 082 058 615

B. J. BOURKE  
 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>	<b>Car</b>	<b>Light Commercial Vehicle</b>	<b>Heavy Commercial Vehicle</b>	<b>Motor Cycle</b>
<b>Tollable Section</b>				
Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road	1.73	2.78	3.30	0.87
Western Link Section 1, between Racecourse Road and Dynon Road	1.73	2.78	3.30	0.87
Western Link Section 2, between Footscray Road and West Gate Freeway	2.17	3.48	4.13	1.09
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:	2.17	3.48	4.13	1.09
(a) between Punt Road and the exit to Boulton Parade; and				
(b) comprising Boulton Parade				
Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street	3.90	6.25	7.43	1.95
Southern Link Section 1, between Burnley Street and Punt Road and including that part of Southern Link Section 1:	1.73	2.78	3.30	0.87
(a) between Punt Road and the exit to Boulton Parade; and				
(b) comprising Boulton Parade				

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	1.73	2.78	3.30	0.87
Southern Link Section 1, between Glenferrie Road and Burnley Street	1.73	2.78	3.30	0.87
Southern Link Section 5, between Burnley Street and Glenferrie Road	1.73	2.78	3.30	0.87
Southern Link Section 1, between Punt Road and Swan Street Intersection, other than:	1.09	1.73	2.06	0.54
(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	1.09	1.73	2.06	0.54

## 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	6.52	8.68	8.68	3.26
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	6.52	6.52	6.52	3.26

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

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
<b>Day Toll</b>	12.55	20.10	23.90	6.25

**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	4.00
Trips involving use of any or all of the Tollable Sections which comprise the Southern Link** and no other Tollable Sections	4.00
Trips involving use of Tollable Sections which comprise both the Western Link* and the Southern Link**	6.10

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

1. Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road.
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\*\* The Southern Link comprises the following eight Tollable Sections:

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  - (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
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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	12.55
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 31 March 2010.

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

E. M. MILDWATER  
 Company Secretary  
 CityLink Melbourne Limited  
 (ABN 65 070 810 678)

B. J. BOURKE  
 Director  
 CityLink Melbourne Limited  
 (ABN 65 070 810 678)

**National Electricity (Victoria) Act 2005**  
MINISTERIAL ORDER UNDER SECTION 43

I, Peter Batchelor, Minister for Energy and Resources and Minister responsible for administering the **National Electricity (Victoria) Act 2005** ('the Act'), specify pursuant to section 43 that:

- (a) the model lease attached as Appendix 1 is a model lease for the purpose of Division 4 of the Act; and
- (b) the model licence attached as Appendix 2 is a model licence for the purpose of Division 4 of the Act.

Dated 3 December 2009

PETER BATCHELOR MP  
Minister for Energy and Resources

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**DATE****PARTIES**

1. The Landlord named and described in the reference Schedule (Landlord).
2. The Tenant named and described in the Reference Schedule (Tenant).

**It is agreed** as follows.

**1. Interpretation****1.1 Definitions**

In this Lease, unless the context otherwise requires:

**AEMO** means the Australian Energy Market Operator Limited (ACN 072 010 327).

**Augmentation** means any augmentation to be constructed or operated by or on behalf of the Tenant under or for the purposes of the Augmentation Connection Agreement, the Network Agreement and the Project Agreement.

**Augmentation Connection Agreement** means an agreement for connecting the Augmentation to the declared shared network (as defined in the NEL), entered into between the Tenant and the Augmentation Connection Agreement Party named in the Reference Schedule on or about the date of this Lease.

**Business Day** means any day that is not a Saturday, Sunday or gazetted public holiday in Victoria.

**Commencement Date** means the commencement date of this Lease specified in the Reference Schedule.

**Corporations Act** means the **Corporations Act 2001** (Cth).

**Encumbrances** means the encumbrances affecting the Premises described in the Reference Schedule.

**Government Agency** means:

- (a) a government, government department, or other body;
- (b) a governmental, semi-governmental, or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**GST Law** means the same as 'GST law' means in **A New Tax System (Goods and Services Tax) Act 1999** (Cth).

**Land** means the land described in the Reference Schedule.

**Landlord** means the declared transmission system operator (under section 31 of the NEVA) that is entitled to the reversion of the Premises at the end of the Term.

**Landlord's Employees** means the Landlord's employees, agents, contractors, subcontractors, invitees and licensees and any person claiming through, or under, the Landlord.

**Landlord's Property** means the buildings, fixtures, fittings, furnishings, plant, machinery and equipment of the Landlord (if any) in, or on, the Premises.

**Lease Interest Rate** means the rate equal to 2% per annum above the rate fixed from time to time under section 2 of the **Penalty Interest Rates Act 1983** (Vic.) or, if no such rate is fixed, 15% per annum.

**Lease Money** means the Rent and all other money payable by the Tenant to the Landlord under this Lease.

**Make Good** means:

- (a) to remove from the Premises all such items comprising the Tenant's Property as the Landlord requires to be removed;



- (b) to properly repair any damage caused by the removal of things referred to in paragraph (a) from the Premises;
- (c) to reinstate the structure of any part of the Premises that has been penetrated, or altered by, or on behalf of, the Tenant;
- (d) to clean the Premises thoroughly and remove all rubbish, waste, and materials brought onto, or left in, or about, the Premises or, the Land, by, or on behalf of, the Tenant, and leave the Premises in a condition consistent with the Tenant's performance and observance of all relevant covenants relating to the Premises, including clause 7.1; and
- (e) to reinstate the Premises as nearly as reasonably possible in the condition and state of repair that the Premises were in at the Commencement Date or, if constructed during the Term, as nearly as possible in the condition and state of repair that the Premises were in after construction was completed.

**National Electricity Rules** means the rules in force from time to time made pursuant to the NEL.

**NEL** means the National Electricity Law contained in the Schedule of the **National Electricity (South Australia) Act 1996** (SA).

**Network Agreement** means the agreement required by section 50D(1) of the NEL between the Tenant in its capacity as a declared transmission system operator and AEMO for the provision to AEMO of shared network capability services, as defined in the NEL.

**NEVA** means the **National Electricity (Victoria) Act 2005** (Vic).

**Operating Costs** means the costs defined in schedule 1.

**Permitted Use** means the construction and operation of the Augmentation.

**Premises** means such part of the Land as is identified in the definition of **Premises** in the Reference Schedule, and includes all improvements on such part of the Land and the Landlord's Property.

**Project Agreement** means the agreement between the AEMO and the successful tenderer pursuant to clauses 8.11.7(h)(1) and 8.11.8(d) (as the case may be) of the National Electricity Rules, for the construction of the Augmentation to provide shared network capability services under the Network Agreement.

**Rent** means the annual rent described in the Reference Schedule as varied from time to time under this Lease.

**Services** means the water, gas, electricity, telephone, oil, sanitary, hot water, security, air-conditioning and ventilation, lift and utility systems, sewerage, pest control and extermination, garden and horticultural maintenance and requirements furnished or supplied to the Premises for the general benefit or purpose of the Premises or any other services that are in, or are subsequently installed in, the Premises, and includes all wires, cables, pipes, ducts, conduits, tanks, cisterns, electrical and mechanical plant and all other parts, fittings and accessories.

**Sublease Consent Provisions** means the provisions in annexure B.

**Tenant** means the prospective declared transmission system operator (under section 42 of the NEVA) and subsequently the declared transmission system operator in respect of the Augmentation, and that term includes, where appropriate, the Tenant's Employees.

**Tenant's Employees** means the Tenant's employees, agents, contractors, subcontractors, invitees, licensees and servants and any person claiming through, or under, the Tenant.

**Tenant's Property** means any buildings, fixtures, fittings, plant, machinery equipment, furnishings, cables, conduits and wires brought onto, erected, or installed on the Premises by the Tenant (whether before, or after, the Commencement Date) that are not Landlord's Property and includes the Augmentation.

**Term** means the period of this Lease described in the Reference Schedule including any extension of it, or any further period during which the Tenant has possession of the Premises.

## 1.2 General

In this Lease, unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state, or government, or statutory body or authority, and any successor entity to those persons;
- (d) a reference to any gender includes all genders;
- (e) a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Lease;
- (f) a recital, schedule, annexure or a description of the parties forms part of this Lease;
- (g) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (h) a reference to any party to this Lease or any other document or arrangement, or any other party includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (i) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (j) any thing, means the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) **includes** means includes without limitation;
- (l) a reference to dollars or '\$' is to Australian currency;
- (m) a reference to any professional body, association or institute includes any succeeding body, association or institute serving similar objects; and
- (n) a covenant, promise, undertaking or agreement by the Tenant to perform or to refrain from performing some act or thing, is deemed to include a covenant by the Tenant to procure that the Tenant's Employees also perform or refrain from performing such act or thing.

## 1.3 Headings

In this Lease, headings are for convenience of reference only and do not affect interpretation.

## 1.4 Exclusion of Statutory Provisions

The covenants, powers and provisions otherwise implied by the **Transfer of Land Act 1958** (Vic.) do not apply to this Lease.

## 2. Grant

### 2.1 Grant

- (a) The Landlord leases the Premises to the Tenant for the Term and at the Rent subject to this Lease, the Encumbrances, and any registered and unregistered encumbrances affecting the Land.
- (b) The parties acknowledge that the Landlord has certain obligations under section 44 of the NEVA to allow access to its land and premises for purposes connected with the Augmentation.

**2.2 Reservation of Rights**

The Landlord may enter the Premises to install, maintain, repair, alter, replace and use pipes, cables, electrical wiring and other conduits through the Premises, or for the purpose of access to the Landlord's adjoining land at any time, or in the event of any emergency arising whether of a nature endangering the Premises or not.

**3. Sublease**

If the Landlord derives its rights in respect of the Premises under a lease (or underlease) from the owner of the Land, this Lease is of no effect until the Landlord, Tenant, and head landlord (or if the Landlord derives its rights in respect of the Land under an underlease then each superior landlord) execute the Sublease Consent Provisions.

**4. Rent****4.1 Payment of Rent**

The Tenant must pay the Rent to the Landlord from the Commencement Date until the end of the Term, without deduction, in advance on or before the first day of each year during the Term.

**4.2 Operating Costs**

The Tenant must in respect of each year or part of a year of the Term:

- (a) pay to, or reimburse, the Landlord all the Operating Costs of the Premises in the manner set out in schedule 1; and
- (b) punctually pay, discharge or satisfy all charges associated with the Premises (if any) including all licence and inspection fees connected with the operation of the Tenant's business on the Premises.

**4.3 Cost of Lease**

In connection with this Lease and any document or matter in connection with it, the Tenant must promptly pay:

- (a) for everything it must do;
- (b) on demand, the third party costs reasonably incurred by the Landlord including those for:
  - (i) administering this Lease;
  - (ii) every application for the Landlord's consent, or approval, under this Lease and obtaining the consent to this Lease of any head landlord;
  - (iii) every proper exercise of any right, power, or remedy, of the Landlord under this Lease;
  - (iv) every default (actual or threatened) by the Tenant under this Lease; and
- (c) the head landlord's costs of providing its consent to this Lease,

however each party must bear its own costs of the preparation, negotiation, completion and execution of this Lease, or any renewal of this Lease.

**4.4 Interest on Money Overdue**

- (a) Without prejudice to any other right, power or remedy of the Landlord, the Tenant must pay to the Landlord interest at the Lease Interest Rate calculated on a daily basis on any Lease Money due but unpaid under this Lease.
- (b) The interest referred to in paragraph (a) will be computed from the due date for payment of the Lease Money until payment in full, and will be recoverable as if it is unpaid Rent.

#### 4.5 Rent and Other Amounts

- (a) All Rent and other amounts payable by the Tenant pursuant to this Lease must be paid free of all deductions, set-offs or counterclaims whatsoever to the Landlord at the address specified in the Reference Schedule or as the Landlord may otherwise direct the Tenant in writing and if a payment falls due on a day that is not a Business Day it is payable on the next following Business Day.
- (b) Where a statement is provided to the Tenant by the Landlord as to any Lease Money payable by the Tenant, then, unless otherwise provided in this Lease, the Lease Money shall be due seven days from the provision of the statement.

#### 5. Use of Premises

##### 5.1 Permitted Use

- (a) The Tenant must not use or allow the Premises to be used for any purpose other than the Permitted Use.
- (b) The Tenant may only commence the Permitted Use (other than the construction of the Augmentation) once:
  - (i) the Augmentation is completed in accordance with the Project Agreement;
  - (ii) a copy of all authorisations relating to the Permitted Use has been provided to the Landlord; and
  - (iii) the Augmentation Connection Agreement has been executed by each party to it and any conditions under the Augmentation Connection Agreement have been satisfied.
- (c) The Tenant must not use the Premises in a manner that may interfere with any operations on, or with any use of, or cause damage to the adjacent land or people in the adjacent land including the Landlord.
- (d) The Tenant must not use or allow anyone else to use the Premises for any illegal, noxious, offensive or unpleasant trade or business or do anything on the Premises which is or may become an annoyance, nuisance, grievance or disturbance to anyone in the adjacent land.
- (e) The Tenant must comply with such reasonable security safety requirements as are notified by the Landlord, including any requirements imposed, or required in order to comply with, laws, such as the **Terrorism (Community Protection) Act 2003** (Vic.) or any Government Agency requirements concerning the safety of essential infrastructure.

##### 5.2 No Warranty

- (a) The Tenant acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Landlord regarding the suitability of the Premises for the Permitted Use, or for any business to be carried on there or in respect of any fixtures, fittings, furnishings, finish, plant, machinery or equipment of or in the Premises otherwise than as expressly contained in this Lease.
- (b) Without limiting the generality of paragraph (a):
  - (i) the Tenant acknowledges that the Landlord makes no warranty or representation in relation to the state or condition of the Premises or the Land, including:
    - (A) the connection or availability or otherwise of any Service to the Premises or the Land; or
    - (B) whether the Premises or the Land is contaminated or subject to or potentially subject to any environmental hazard; and
  - (ii) the Tenant acknowledges and accepts that the adjacent land houses, or may house, a high voltage electricity terminal station, or other electricity infrastructure.

The Tenant warrants that it has conducted all enquiries, investigations and tests that could be expected of a prudent tenant and neighbour as to:

- (A) the operations of the Landlord's infrastructure and associated plant, equipment, lines and machinery;
- (B) the discharge of electromagnetic radiation, electricity or any other type or form of radiation into the atmosphere, whether arising from the Premises or the adjacent land; and
- (C) the geotechnical condition of the Premises and adjacent land,

and acknowledges and warrants to the Landlord that, subject to the Augmentation Connection Agreement, these will have no effect on the conduct of the Permitted Use, or on the health of the Tenant's Employees. The Tenant acknowledges that the scope and degree of operations on the adjacent land may change from time to time. The Tenant releases and indemnifies the Landlord, and must keep the Landlord indemnified, in relation to any injury, loss or damage relating to the subject matter of this clause 5.2, except to the extent that such injury, loss or damage is caused or contributed to by the Landlord or the Landlord's Employees.

### **5.3 Compliance with Statutory Requirements**

The Tenant must at its own expense in all respects observe and comply with all legislation and subordinate legislation and all directions, notices and requirements of any Government Agency relating to the use and occupation of the Premises and the Tenant's business conducted at the Premises and not do anything on the Premises that causes the Landlord to be in breach of any authorisation the Landlord has secured in respect of the Land or the Premises.

### **5.4 No Unlawful Acts**

The Tenant must not do or allow any unlawful act to be done in, on or adjacent to the Premises.

### **5.5 Use and Storage of Certain Materials Prohibited**

The Tenant must not without the Landlord's prior consent store chemicals, inflammable liquids, acetylene gas, alcohol, volatile or explosive oils, or similar dangerous substances in or on the Premises, except where necessary for the Permitted Use and then only in such quantities as are reasonably appropriate and in compliance with relevant statutory requirements and only after having received the Landlord's consent.

### **5.6 Notice of Accidents**

The Tenant must give to the Landlord prompt notice of any accident to, or want of repair or defect in any structure, facility, device, contrivance, service, fitting or other thing likely to cause any danger, risk or hazard to the Premises or to any person or property.

### **5.7 Signage**

- (a) The Tenant may erect and maintain signs on the Premises in such places as is agreed by the Landlord and the Tenant if:
  - (i) the size and shape of the sign; and
  - (ii) the information contained on the sign,are first approved by the Landlord, and if the Tenant:
  - (iii) obtains all necessary approvals from all applicable Government Agencies; and
  - (iv) pays all costs and fees associated with the erection, maintenance and removal of any such signs.

- (b) The Landlord must not unreasonably withhold its consent under paragraph (a) to the Tenant erecting and maintaining such signs as are required by law, or which are reasonably associated with health and safety matters.
- (c) At the end of this Lease, the Tenant must remove any signs and advertising. The Tenant must repair any damage to the Premises due to this and restore the Premises to its condition as at Commencement Date.

#### **6. Assignment and Subletting**

The Tenant must not without the Landlord's consent, and for this purpose section 144 of the **Property Law Act 1958** (Vic.) is specifically excluded:

- (a) part with possession of, share possession of or sublet the Premises;
- (b) mortgage, charge or in any way encumber the Tenant's estate or interest in the Premises or its rights and powers as tenant under this Lease;
- (c) dispose of, deal with or assign its estate or interest in the Premises or its rights and powers as tenant under this Lease; or
- (d) give a licence, franchise or concession relating to the Premises.

#### **7. Maintenance, Repair and Alterations**

##### **7.1 Tenant's Repair Obligation**

The Tenant must:

- (a) keep the Premises, the Services and the Tenant's Property in good and tenantable repair and condition; and
- (b) subject to clause 10.3, on the expiration or termination of the Lease leave the Premises, the Services (where such term refers to items that are capable of physical repair) and the Tenant's Property in good and tenantable repair and condition and Make Good the Premises,

having regard to the condition of the Premises, the Services and the Tenant's Property at the Commencement Date (or in the case of the Tenant's Property, the date of installation or construction of the Tenant's Property).

##### **7.2 Notice of Defective Services**

The Tenant must give the Landlord prompt notice of:

- (a) any accident to, or defect in, or lack of repair of any Services to or in the Premises or the Tenant's Property of which the Tenant is aware; and
- (b) any other circumstances of which the Tenant is aware which are likely to cause any damage to the Premises or the Tenant's Property or any danger to any person.

##### **7.3 Tenant to Notify Landlord of Notices**

The Tenant must give the Landlord a copy of any notice (other than rates notices) that the Tenant receives from any Government Agency with respect to the Premises or the Tenant's Property within three days of receipt of the notice.

##### **7.4 Damage to the Premises**

The Tenant must, at its own expense, make good any breakage, defect, or damage to the Premises (together with any roadways or accessways that are used by the Tenant for the purpose of accessing the Premises, and any Landlord's facilities located on, or adjacent to, the Land that are used by the Tenant for the purpose of installing and operating, maintaining, repairing, augmenting, or removing the Tenant's Property), or the Tenant's Property caused, or contributed to, by any act, omission, or default of the Tenant.

##### **7.5 Cleaning**

The Tenant must thoroughly clean and keep the Premises free from dirt and rubbish, maintain the Premises and all other fixtures and chattels on the Premises and store trade waste in suitable receptacles provided by the Tenant at its cost.

**7.6 Environmental**

- (a) The Tenant must not allow the Premises to be used so that:
  - (i) pollutants are discharged;
  - (ii) a condition of pollution is likely to arise;
  - (iii) any substantial noise is emitted;
  - (iv) any industrial waste or potentially hazardous substance is abandoned or dumped on the Premises;
  - (v) any industrial waste or potentially hazardous substance is handled in a manner that is likely to cause environmental hazard;
  - (vi) underground pipes or underground storage tanks are installed within the grounds of the Premises without the Landlord's prior consent; or
  - (vii) contamination occurs either on the Premises or off the Premises.
- (b) The Tenant will, at the Tenant's own cost:
  - (i) prevent contamination or an environmental hazard from occurring either on the Premises or off the Premises as a result of the Tenant's activities;
  - (ii) comply with any notice or requirement (communicated either directly or through the Landlord) by any relevant Government Agency in relation to any contamination in, on, under, or emanating into or from the Premises, or any other environmental hazard, however, wherever, or whenever generated;
  - (iii) obtain and maintain in full force and effect and comply with the terms of all permits and licences required in order to release or emit anything from the Premises into the air, or waterway, or on to the ground, or into the environment;
  - (iv) indemnify the Landlord in respect of any cost, loss, expense, penalty or liability the Landlord may suffer or incur as a result of contamination on, or under or emanating from or into the Premises, or any other environmental hazard, however, whenever, and by whomever caused, except to the extent such contamination or environmental hazard is caused or contributed to by the Landlord or the Landlord's Employees; and
  - (v) permit the Landlord and the Landlord's Employees to enter the Premises at all reasonable times and on reasonable notice to enable the Landlord to satisfy itself that the Premises has not been contaminated by any liquid or other substance. If the Landlord reasonably considers any contamination is occurring or has occurred during the Term, the Tenant must within a reasonable time after receiving a contamination report take all steps necessary to discontinue the cause of the contamination and to clean up any contamination to a standard reasonably required and approved by the Landlord. If the Tenant fails to do this the Landlord or the Landlord's Employees may enter the Premises and clean up the Premises to the condition that it was in at the Commencement Date or the date on which the Tenant entered into occupation of the Premises (whichever is the earlier). The Tenant must reimburse the Landlord immediately on request the cost of this clean up, including the cost of the contamination report and any subsequent inspections to determine whether the contamination has been cleaned up to the required standard.
- (c) At the expiration of the Term, the Tenant must yield up the Premises free from any contamination or environmental hazard, to the extent to which such contamination or environmental hazard is caused, or contributed to, by the Tenant's use or occupation of the Premises.

- (d) Paragraphs (b) and (c) do not apply to the extent to which the contamination or environmental hazard was not caused by the Tenant or the Tenant's activities on the Premises.
- (e) The Landlord indemnifies and must keep the Tenant indemnified in respect of any cost, loss, expense, penalty or liability the Tenant suffers or incurs as a result of contamination, or environmental hazard occurring after the Commencement Date as a result of the act, omission, or negligence of the Landlord, or the Landlord's Employees (including in relation to the use and management of adjacent or proximate land), provided that the Tenant uses its reasonable endeavours to manage, monitor and control the contamination or environmental hazard, as the case may be.

## **8. Insurance**

### **8.1 Types of Insurance**

The Tenant must in respect of the Premises:

- (a) maintain with insurers approved by the Landlord (whose approval must not be unreasonably withheld) in the name of the Tenant with the interest of the Landlord and, if required by the Landlord, any mortgagee of the Landlord noted:
  - (i) public risk insurance, the terms and conditions of which must be approved by the Landlord (whose approval will not be unreasonably withheld) for not less than the amount determined in accordance with clause 8.6, in respect of any single claim extended to cover any liability of the Tenant for damage to the Premises endorsed to include damage to lifts, elevators, escalators, hoists, cranes and any pressure vessels (if any), and to cover any liability of the Tenant under the indemnity in clause 9.1;
  - (ii) general fire and all risks insurance for all of the Premises and the Tenant's Property for its full replacement value; and
  - (iii) any other insurances that are reasonably specified by the Landlord provided that, if the Augmentation Connection Agreement specifies certain insurances, it will be unreasonable for the Landlord to seek to change those insurances pursuant to this clause 8.1(a)(iii).
- (b) In respect of the insurances required by clause 8.1(a):
  - (i) deposit with the Landlord certificates of insurance containing detail of the period and cover effected and copies of each of the policies;
  - (ii) pay each premium at least 14 days before the due date and, when asked by the Landlord, produce receipts for payments;
  - (iii) immediately rectify anything that might prejudice any insurance and reinstate the insurance if it lapses; and
  - (iv) notify the Landlord immediately when an event occurs that gives rise or might give rise to a claim under an insurance policy or that could prejudice a policy of insurance, or if any policy of insurance is cancelled.

### **8.2 Settlement of Claims**

The Landlord may, but the Tenant must not without the consent of the Landlord, enforce, conduct, settle or compromise claims under any policy of insurance required by clause 8.1(a), whether or not that policy also covers other property provided that the Landlord's consent required by this clause 8.2 will be deemed to have been given if within 14 days of receiving notice of the circumstances surrounding the incident giving rise to insurance considerations, the Landlord has not notified the Tenant that such consent is to be withheld or is to be granted subject to certain conditions.



**8.3 Not to Void Insurance**

The Tenant must not do or permit any act, matter or thing to be done that may invalidate any insurance, make any insurance void or voidable or increase the rate of premium of any insurance of the Landlord, the Tenant or any other person.

**8.4 Extra Premium**

The Tenant must pay all extra premiums for insurance of the Premises and its contents if any are required because of the extra risk caused by the particular use to which the Premises are put by the Tenant.

**8.5 Compliance with Insurance Regulations**

The Tenant must:

- (a) comply with insurance, sprinkler, fire alarm and fire control regulations affecting the Premises or the Tenant's Property; and
- (b) pay to the Landlord the cost of any alterations to any sprinkler, fire alarm or fire control installation that may be necessary because of non-compliance by the Tenant with the regulations of the Insurance Council of Australia or the requirements of an insurer.

**8.6 Amount of Public Risk Insurance**

- (a) As soon as reasonable following the Commencement Date, the parties must endeavour to agree upon the amount of public risk insurance required under clause 8.1(a)(i) having regard to the nature of the Permitted Use, the facilities on the Premises, the location of the Premises, and any other relevant matters.
- (b) If the parties cannot reach agreement as to the amount of public risk insurance within 30 days after the Commencement Date, the parties must endeavour to agree upon a duly-qualified expert consultant to determine an appropriate amount within 30 days of his or her appointment. If the parties cannot so agree on such an expert consultant, the amount will be determined by a duly-qualified expert consultant, appointed by the President for the time being of the Insurance Council of Australia.
- (c) The parties must direct the expert consultant to determine a reasonable and proper amount, having regard to the matters set out in paragraph (a).
- (d) The parties may make submissions to the expert consultant about the amount.
- (e) The parties must bear the costs of the expert consultant in equal shares.

**9. Indemnity and Release****9.1 Indemnity**

The Tenant indemnifies and must keep the Landlord indemnified against all actions, claims, demands, losses, damages, penalties, costs and expenses for which the Landlord is or may be or become liable, except to the extent caused or contributed to by the Landlord or the Landlord's Employees, in respect of or arising from:

- (a) the occupation and use by the Tenant or the Tenant's Employees of the Premises;
- (b) any default by the Tenant under this Lease;
- (c) the negligent use or misuse by the Tenant or the Tenant's Employees of any Service or the Premises;
- (d) any overflow or leakage of water (including rain water) in or from the Premises caused or contributed to by the Tenant's or Tenant's Employees' act, default, breach or negligence;
- (e) loss, damage or injury to property or persons caused or contributed to by the Tenant's or Tenant's Employees' act, breach, default or negligence;
- (f) any faulty Tenant's Property; and
- (g) the **Occupational Health and Safety Act 1985** (Vic.), and **Wrongs Act 1958** (Vic.) in which regard the Tenant acknowledges that the Premises are under the Tenant's control.

**9.2 Release**

- (a) The Tenant:
  - (i) occupies, uses and keeps the Premises at the risk of the Tenant; and
  - (ii) releases to the extent permitted by law the Landlord, the Landlord's Employees, and all persons claiming through or under the Landlord from all actions, claims, demands, losses, damages, penalties, costs and expenses resulting from any accident, damage, loss, death or injury occurring in or outside the Premises.
- (b) Subject to clause 5.2, the release under paragraph (a)(ii) is absolute except to the extent that the accident, damage, loss, death or injury is caused, or contributed to, by the Landlord, or the Landlord's Employees.

**9.3 Landlord's Indemnity**

Subject to clause 5.2, the Landlord indemnifies and must keep the Tenant indemnified in respect of damage caused to the Tenant, or the Tenant's Property, to the extent that such damage is caused, or contributed to, by the Landlord, or the Landlord's Employees.

**9.4 Interaction with Augmentation Connection Agreement**

To the extent that the Tenant or Landlord is entitled to be indemnified for an action, claim, loss, damage, cost and expense under the Augmentation Connection Agreement, the Tenant or Landlord, as the case may be, cannot make a claim under this Lease in respect of the same action, claim, loss, damage, cost and expense.

**10. Construction, Alterations and Fittings****10.1 Construction and Structural Alterations to Premises – Consent**

Other than the Augmentation, the Tenant must not erect any buildings nor make any alterations or additions to the Premises without the Landlord's prior consent and subject to any conditions specified by the Landlord. The Landlord's consent to the Augmentation and to the installation of such minor ancillary facilities as are reasonably required by the Tenant for the conduct of its business, is acknowledged by both parties.

**10.2 Augmentation, Alterations and Additions to Premises**

The Tenant must at its own cost (including costs of the Landlord's consultants):

- (a) obtain the Landlord's prior approval of all drawings and specifications for, and all persons who are to carry out construction of, alterations and additions to the Premises other than the Augmentation; and
- (b) carry out any construction, alterations or additions to the Premises in a proper and competent manner in accordance with the Victorian building regulations, any other lawful requirements of any Government Agency and the reasonable requirements of the Landlord and its consultants.

**10.3 Removal Period**

- (a) At or prior to the expiration or termination of the Lease, the Tenant may remove the Tenant's Property (excluding Tenant's Property of a structural nature) and must if requested by the Landlord, remove such of the Tenant's Property as the Landlord nominates and must Make Good all damage caused by the removal. The Tenant must not otherwise remove Tenant's Property of a structural nature.
- (b) If the Tenant does not remove any Tenant's Property that the Landlord has requested it to remove, the Landlord may at the expense of the Tenant remove and dispose of that Tenant's Property, or at the option of the Landlord, may retain that Tenant's Property with no further liability to the Tenant in respect of that Tenant's Property. Any Tenant's Property not removed by the Tenant becomes the property of the Landlord, whether or not the Landlord has requested the Tenant to remove the relevant Tenant's Property.

## 11. Landlord's Covenants

### 11.1 Quiet Enjoyment

Subject to the Tenant punctually paying the Lease Money and otherwise complying with this Lease, the Tenant may peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the Landlord except as provided for in this Lease.

### 11.2 Mortgage

If the Landlord has granted a mortgage in respect of its interest in the Land, the Landlord must obtain the mortgagee's consent to this Lease.

## 12. Tenant's Default

### 12.1 Right of Re-entry

Subject to clause 12.2, if:

- (a) any Lease Money is in arrears, and remains unpaid for a period of 14 days after a formal demand from the Landlord;
- (b) the Tenant fails to perform or observe its obligations (whether express or implied) under this Lease;
- (c) the Augmentation Connection Agreement is terminated;
- (d) execution is levied against any assets of the Tenant; or
- (e) the Tenant either:
  - (i) goes into liquidation, other than a voluntary liquidation for the purposes of re-organisation to which the Landlord has consented;
  - (ii) is wound up, dissolved, or otherwise ceases to be validly constituted;
  - (iii) enters into a scheme of arrangement with its creditors or any class of creditors;
  - (iv) is placed under official management;
  - (v) has a receiver or receiver and manager of any of its assets appointed;
  - (vi) has a provisional liquidator appointed;
  - (vii) has an inspector appointed pursuant to the **Corporations Act 2001** (Cth);
  - (viii) is deregistered by the Australian Securities and Investments Commission;
  - (ix) without the prior consent of the Landlord, suspends payment generally or ceases or threatens to cease to carry on business or is unable to pay its debts as they fall due or is deemed unable to pay its debts by the operation of section 148 of the **Corporations Act 2001** (Cth); or
  - (x) under Part 3 of the **Australian Securities and Investments Commission Act 2001** (Cth) an investigation of the Tenant is commenced,

then, without limiting any other right of action or remedy of the Landlord in respect of any prior breach of any of the Tenant's covenants, and in addition to any right or power for re-entry implied in this Lease, the Landlord or any person on its behalf may at any time re-enter the Premises or any part of the Premises in the name of the whole and determine this Lease but without relieving the Tenant from liability for any breach or non-observance of any of its covenants. The Landlord's right of re-entry is subject to the provisions of any statute from time to time in force. In the case of a breach of any covenant to which section 146(1) of the **Property Law Act 1958** (Vic.) extends, 14 days is fixed as the time referred to in that sub-section within which the Tenant must remedy the breach, if it is capable of remedy, and make reasonable compensation in money to the Landlord's satisfaction for the breach.

**12.2 Restriction on Termination**

Notwithstanding any other provision of this Lease and except with the Tenant's written consent, the Landlord may not re-enter the Premises and determine this Lease, or otherwise seek to terminate this Lease, without the written consent of AEMO.

**12.3 Removal of Tenant's Property on Re-entry**

The Landlord may on re-entry remove from the Premises any fixtures, fittings or chattels which are not the Landlord's Property and place them outside the Premises or store them at the Tenant's cost, or at the option of the Landlord, may retain such fixtures, fittings or chattels with no further liability to the Tenant in respect of the same, in which case the same becomes the property of the Landlord. The Landlord will not be liable for any loss or damage caused and the Tenant indemnifies and must keep the Landlord indemnified in respect of any actions, proceedings and claims made against the Landlord by third parties in this respect, except to the extent that such loss or damage is caused or contributed to by the Landlord or the Landlord's Employees.

**12.4 Essential Terms**

The Tenant's covenants in clauses 4.1, 4.2, 5.1, 6.1, 7.1 and 8 are essential terms of this Lease.

**12.5 Landlord's Rights to Damages**

In addition to the right of the Landlord to re-enter the Premises in the event of default by the Tenant, whether or not the default is a breach of an essential term of this Lease, and any other rights and remedies of the Landlord, the Landlord may sue the Tenant for damages for loss of the benefits that performance of this Lease by the Tenant would have conferred on the Landlord.

**12.6 Re-entry by Landlord Not to Constitute Forfeiture**

If the Tenant vacates the Premises during the Term (whether or not the Tenant ceases to pay the rent), in the absence of:

- (a) a notice by the Landlord accepting a surrender of the Tenant's interest under this Lease; or
- (b) a formal notice of forfeiture or re-entry being served on the Tenant by the Landlord, neither acceptance of the keys, nor entry into the Premises by the Landlord or by any person on the Landlord's behalf;
- (c) for the purpose of inspection;
- (d) for the purpose of showing the Premises to prospective tenants; or
- (e) the advertising of the Premises for reletting,

will constitute a re-entry or forfeiture or waiver of the Landlord's rights to recover in full all rent payable by the Tenant under this Lease and this Lease is deemed to continue in full force and effect until the date from which a new tenant or licensee actually commences to occupy the Premises or the date on which the Term ends, whichever occurs first, and any entry by the Landlord until that date is deemed an entry with the permission of the Tenant. If a new tenant or licensee occupies the Premises during the Term, the Tenant must pay the Landlord the difference (if any) between the Rent and the rent paid by the new tenant until the end of the Term.

**12.7 Landlord's Right to Remedy Tenant's Default**

- (a) If the Tenant fails to pay any money or do anything it is obliged to pay or do under this Lease, the Landlord may, but need not, pay such money or do such thing and:
  - (i) for that purpose the Landlord and the Landlord's Employees may enter and remain on the Premises and carry out such of the Tenant's obligations that the Tenant has not carried out; and
  - (ii) the Landlord may recover on demand from the Tenant the amount paid and the cost to the Landlord and to any other person incurred together with all incidental expenses.

- (b) The Landlord's exercise of any right pursuant to paragraph (a) is without prejudice to any other right or remedy which it has or may have in respect of any non-payment or non-performance.

### **13. Resumption**

The Landlord may terminate this Lease by notice to the Tenant if the Premises or any part of them is resumed by any Government Agency. The Landlord is not liable to the Tenant in respect of the termination.

### **14. Landlord's Right of Entry**

#### **14.1 Inspection by Purchaser or Tenant**

- (a) The Tenant must at all reasonable times allow the Landlord to show the Premises to:
  - (i) prospective purchasers and their financiers, valuers, real estate agents and consultants and, during the six months preceding the end of the Term, to prospective tenants and their agents and consultants, and to affix and exhibit where the Landlord thinks fit the usual 'for sale' and 'to let' notices; and
  - (ii) valuers and real estate agents in connection with any valuation or rent review process or dispute concerning this Lease.
- (b) Any notice pursuant to sub-paragraph (a)(i) may display amongst other things the Landlord's name and address and its agents and must not be removed by the Tenant without the consent of the Landlord.

#### **14.2 Landlord May Enter to Repair and Effect Alterations**

The Landlord and the Landlord's Employees and any person having an estate or interest in the Premises superior to or concurrent with the Landlord may at all reasonable times on giving the Tenant reasonable notice (except in the case of emergency as determined by the Landlord, acting reasonably, when no notice will be required) enter and remain on the Premises for the following purposes:

- (a) without causing the Tenant undue inconvenience, to carry out any repairs to the Premises deemed necessary or desirable by the Landlord or in relation to anything which the Landlord is obliged to do under this Lease;
- (b) if any Government Agency requests, directs or orders any structural alteration, improvement or other work to the Premises which the Landlord elects to do and for which the Tenant is not liable under this Lease without causing the Tenant undue inconvenience, to carry out such work;
- (c) with all necessary materials and appliances to carry out any inspection, reading, repair, alteration work or adjustment which the Landlord or any Government Agency may consider necessary or desirable to wires, pipes, cables, electrical wiring and other conduits, meters, switchboards or other electrical installations or to the fire sprinkler or the fire alarm system in the Premises; and
- (d) to view the state of repair of the Premises.

#### **14.3 Rights of Support and Easements**

The Landlord may grant rights of support or enter into any arrangement or agreement with any party interested in any land adjacent to the Premises or with any Government Agency as it thinks fit for the purpose of:

- (a) public or private access to the Premises;
- (b) support of structures erected on adjoining land; or
- (c) the provision of Services,

or for any other purpose and this Lease will be subject to such rights. The Landlord must not exercise its rights under this clause 14.3 if by doing so it will substantially and permanently derogate from the enjoyment of the rights conferred on the Tenant by this Lease or interfere with the proper operation of the Augmentation.

**14.4 Landlord May Extend Alter or Refurbish**

The Landlord may extend alter or refurbish the Premises but in so doing must cause as little inconvenience to the Tenant as is practicable.

**15. Augmentation at Tenant's Risk**

Without limiting the generality of clause 9, the construction and operation of the Augmentation is at the Tenant's risk in all respects and the Tenant releases to the full extent permitted by law, the Landlord and the Landlord's Employees and all persons claiming through, or under, the Landlord from all actions, claims, demands and losses resulting from any accident, damage, loss, death, injury, cost or expense occurring as a result of the construction and operation of the Augmentation, except to the extent caused, or contributed to, by the Landlord, or the Landlord's Employees.

**16. Further Term****16.1 Request for Further Term**

Subject to clauses 16.2 and 16.3, if the Reference Schedule provides for a further term, and the Tenant wishes to enter into a new lease of the Premises for the further term the Tenant must not more than nine, and not less than six, months prior to the expiration of the Term (and in this respect time is of the essence) give the Landlord notice following which the Landlord must, at the Tenant's expense, grant and the Tenant must accept, a lease of the Premises for the further term in accordance with clause 16.3.

**16.2 Effect of Breaches of Tenant's Covenants**

- (a) Notwithstanding clause 16.1, the Landlord is not obliged to grant a further lease to the Tenant unless the Tenant during the Term has duly and punctually paid the Lease Money and has duly performed and observed its covenants and agreements expressed or implied in this Lease except to the extent to which any breach has been waived or excused by the Landlord.
- (b) If the Landlord refuses to grant a further lease to the Tenant under paragraph (a), the Landlord must offer the same further lease to any entity nominated by AEMO (the *Prospective Tenant*) in writing, which the Prospective Tenant may accept by:
  - (i) providing a written undertaking to the Landlord to make good the Tenant's default (if it is capable of being made good); and
  - (ii) accepting the Landlord's offer under this paragraph (b) in writing within 90 days after receipt of the Landlord's offer.

**16.3 Terms of New Lease**

The new lease will be on the same terms and conditions as this Lease except that the Reference Schedule will be completed by insertion of the following details:

- (a) the Commencement Date of the new lease will be the first day of the new term;
- (b) the initial Rent will be established pursuant to the Rent payable immediately prior to the expiration of the Term of this Lease (ignoring any rent abatement or rent free period applicable immediately prior to the commencement of the new term);
- (c) the Term of the new lease will be as specified in the Reference Schedule; and
- (d) the number of further terms in the Reference Schedule available must be reduced by one, and if no further term is available, this clause 16 must be deleted.

**17. Holding Over****17.1 Holding Over**

Should the Tenant with the Landlord's consent continue to occupy the Premises beyond the end of the Term the Tenant may do so:

- (a) under this Lease on and subject to the covenants, terms, conditions and agreements of this Lease including the obligation to pay the Operating Costs; and
- (b) as a monthly tenant only at an initial monthly Rent payable monthly in advance equal to one month's proportion of the Rent payable under this Lease immediately prior to the expiration of the Term.

**17.2 Termination**

The tenancy referred to in clause 17.1 may be terminated by either the Landlord or Tenant's giving notice to the other at any time specifying a date of termination not less than one month from the giving of the notice. The tenancy will end on the date specified in the notice unless sooner determined.

**18. Termination by the Tenant**

If the Tenant wishes to surrender this Lease:

- (a) the Tenant may surrender this Lease if a building or substantial part of the Premises used by the Tenant is destroyed or damaged (otherwise than by the act, negligence or default of the Tenant or Tenant's Employees) so that the Tenant's use of the Premises is substantially adversely affected, by giving the Landlord not less than 14 days' notice;
- (b) the Tenant will not be entitled to a refund of any Rent paid in advance which relates to the period after the termination date; and
- (c) clauses 7.1 and 10.3 will apply.

**19. GST****19.1 Rules for Interpreting This Clause**

- (a) Words defined in the GST Law have the same meaning in this clause.
- (b) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.
- (c) References to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.

**19.2 GST Payable in Addition to the Rent**

In addition to paying the Rent (which is exclusive of GST), the Operating Costs and other consideration under this Lease, the Tenant must:

- (a) pay to the Landlord an amount equal to any GST for which the Landlord is liable on any taxable supply by the Landlord under this Lease, without deduction or set-off of any other amount; and
- (b) make that payment as and when the Rent, Operating Costs or other consideration or part of it must be paid or provided.

**19.3 Tax Invoice**

Each party making a taxable supply under this Lease must issue a tax invoice to the other party for each taxable supply within 14 days of making the taxable supply.

#### **19.4 Indemnities and Reimbursement**

If a party is obliged to make a payment under an indemnity or is required to reimburse another party for a cost (for example a party's obligation to pay another party's legal costs) on which the payee must pay GST, the indemnity, or reimbursement, is for the cost plus all GST (except any GST for which the payee can obtain an input tax credit).

#### **20. General**

##### **20.1 Tenant's Representative**

The Tenant must nominate a natural person to be the Tenant's representative for the purposes of this Lease. The Tenant's representative must be available at all times for consultation with the Landlord on all matters arising out of this Lease, however, except in respect of such matters of which the Tenant may notify in writing from time to time, the Tenant's Representative shall not be authorised to represent the Tenant such that decisions made by that person on behalf of the Tenant in respect of matters arising out of this Lease shall bind the Tenant.

##### **20.2 Waiver**

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right to preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

##### **20.3 Entire Agreement**

All representations, communications and prior agreements in relation to the subject matter of this Lease are merged in and superseded by this Lease.

##### **20.4 Amendment**

This Lease may only be amended or supplemented in writing, signed by the parties.

##### **20.5 Attorneys**

Each attorney who executes this Lease on behalf of a party declares that the attorney has no notice of the revocation or suspension by the grantor or in any manner of the power of attorney under the authority of which the attorney executes this Lease and has no notice of the death of the grantor.

##### **20.6 Severability**

Any provision of this Lease that is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Lease or affecting the validity or enforceability of that provision in any other jurisdiction.

##### **20.7 Notices**

- (a) A notice, consent, approval, agreement, or other communication (each a *Notice*) under this Lease must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
  - (i) delivered to that person's address; or
  - (ii) sent by pre-paid mail to that person's address.
- (b) A Notice given to a person in accordance with this clause 20.7 is treated as having been given and received:
  - (i) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
  - (ii) if sent by pre-paid mail, on the third Business Day after posting.
- (c) For the purposes of this clause 20.7, the address of a person is the address set out in the Reference Schedule or another address of which that person may from time to time give Notice to each other party to this Lease.



**20.8 Counterparts**

This Lease may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

**20.9 Liability of Parties**

If two or more parties are included within the same defined term in this Lease:

- (a) a liability of those parties under this Lease is a joint liability of all of them and a several liability of each of them;
- (b) a right given to those parties under this Lease is a right given severally to each of them; and
- (c) a representation, warranty or undertaking made by those parties is made by each of them.

**20.10 Further Assurance**

Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from another party to effectively carry out and give full effect to this Lease and the rights and obligations of the parties under it.

**20.11 Partnership and Agency Negatived**

Nothing contained in this Lease is deemed or construed by the parties nor by any third party as creating the relationship of partnership, of principal and agent or of joint venture between the parties and it is understood and agreed that no provision contained in this Lease nor any act of the parties will be deemed to create any relationship between the parties other than the relationship expressly provided for in this Lease.

**20.12 Set-off**

If the Tenant makes any default in the payment of the Lease Money, the Landlord will be entitled to set-off that amount against any money that may from time to time be payable by it to the Tenant on any account whatever but any set-off will not relieve the Tenant of its default. The Tenant is not entitled to any right to set-off any Lease Money payable to the Landlord.

**20.13 Statements**

Where any money is payable by the Tenant to the Landlord, the Landlord may, but is under no obligation to do so unless this Lease specifically provides, supply a statement certifying the amount owing by the Tenant and containing such other matters as the Landlord considers relevant, proper or appropriate, which statement will be *prima facie* evidence of the matters stated in the statement. The Tenant will be taken to accept the accuracy of any such statement if no objection is made by it to the Landlord within 14 days of the date of service of such notice.

**20.14 Consent of Landlord**

Where the Landlord's consent or approval is requested or its opinion is to be formed, such consent or approval may be given or withheld and such opinion may be formed absolutely or conditionally in the Landlord's absolute discretion and in each case without giving any reason for the decision unless this Lease expressly provides to the contrary.

**20.15 Lodgement of Caveat**

Neither the Tenant nor any agent or other person on its behalf may lodge a caveat against the Premises without the Landlord's consent and if lodged must be withdrawn immediately at the Landlord's request and for this purpose but at the Tenant's expense, the Tenant appoints the Landlord and its nominee and its substitute jointly and severally to be the true and lawful attorney of the Tenant.

**20.16 Moratorium Not to Apply**

- (a) Unless application is mandatory by law, any present or future statute, ordinance, proclamation, order, regulation or moratorium does not apply to this Lease so as to prejudicially affect any right, power, privilege, remedy or discretion given or accruing to the Landlord under this Lease.
- (b) The Tenant must not, even if entitled to do so by any statute, ordinance, proclamation, order, regulation or moratorium, by any act or omission:
  - (i) impair or reduce directly or indirectly any Rent or other Lease Money payable under this Lease; or
  - (ii) cause or allow to be imposed on the Landlord any liability this Lease imposes on the Tenant.

**20.17 Confidentiality**

The Tenant must keep confidential and not allow, make, or cause any public announcement or other disclosure of or in relation to the terms of this Lease (including any written or oral agreements, negotiations or information in relation to this Lease) without the prior consent of the Landlord. The Tenant's obligation not to make any disclosure or announcement without the Landlord's consent does not apply to disclosures or announcements to the extent that the disclosure or announcement is:

- (a) made to AEMO; or
- (b) required:
  - (i) by law;
  - (ii) by the listing rules of the Australian Stock Exchange; or
  - (iii) for the Tenant to perform its obligations under this Lease.

**20.18 Operation of Indemnities**

- (a) Each indemnity in this Lease survives the expiry or termination of this Lease.
- (b) A party may recover a payment under an indemnity under this Lease before it makes the payment in respect of which the indemnity is given.

**21. Law and Jurisdiction****21.1 Governing Law**

This Lease is governed by the law of the State of Victoria.

**21.2 Submission to Jurisdiction**

The parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Lease. For the avoidance of doubt, the parties' submission is limited to such courts as are physically located in the State of Victoria.

**21.3 Service of Process**

Where the party being served is a company, service must take place at the company's registered office for the time being in Victoria, and:

- (a) the Landlord appoints the person nominated in the Reference Schedule, under the heading Notices, to receive service of process in connection with any proceedings, and any process served on that person is taken to be served on the Landlord; and
- (b) the Tenant appoints the person nominated in the Reference Schedule, under the heading Notices, to receive service of process in connection with any proceedings, and any process served on that person is taken to be served on the Tenant.

## REFERENCE SCHEDULE

<b>Landlord</b>	[Landlord]
<b>Tenant</b>	[Tenant]
<b>Premises</b>	Such part of the Land as is hatched on the plan contained in annexure A
<b>Land</b>	The land in Certificate of Title Volume [ ]Folio [ ]
<b>Commencement Date</b>	The date the Tenant first occupies the Premises or the Land for the Permitted Use
<b>Rent</b>	\$0.10 per annum
<b>Term</b>	[ ] years beginning on the Commencement Date
<b>Encumbrances</b>	[ ]
<b>Public Risk Insurance</b>	As determined under clause 8.6
<b>Further Term(s)</b>	[ ] further term(s) of [ ] years
<b>Augmentation Connection Agreement Party</b>	[ ]
<b>Notices</b>	The address for service of the Landlord is: Attention: [ ] Address: [ ] Facsimile: [ ] The address for service of the Tenant is: Attention: [ ] Address: [ ] Facsimile: [ ]

## SCHEDULE 1

**Operating Costs**

1. For each year of the Lease ending 30 June, the Tenant must pay, or reimburse, to the Landlord all of the Operating Costs of the Premises for that year in accordance with this schedule 1.
2. **Operating Costs** means the total cost of all outgoing, costs and expenses of the Landlord (plus GST on those outgoing, costs and expenses to the extent that the Landlord does not receive an input tax credit for that GST) properly assessed, charged or chargeable, paid or payable or otherwise incurred on, or in respect of, the Premises, or in the maintenance of the Premises, including:
  - (a) taxes payable in respect of the Premises or in respect of the Tenant's occupancy including all State and Federal land tax (assessed on the basis that the Land is the only land owned by the Landlord in Victoria), but excluding both income tax payable by the Landlord on its income and any capital gains tax or similar tax payable by the Landlord;
  - (b) rates, charges, assessments, duties, levies and fees of any public, municipal, government or statutory body, authority or department charged, imposed or assessed on or in respect of the Premises;
  - (c) insurance premiums in respect of insurance the Landlord reasonably effects in relation to the Land, Premises or the Tenant;
  - (d) charges for or in respect of Services;
  - (e) money payable pursuant to any maintenance contracts, including any comprehensive maintenance contracts taken out by the Landlord in relation to any Services provided in the Premises;
  - (f) cost of removal of all waste and garbage; and
  - (g) cost of repairs and maintenance of the Services.
3. As soon as practicable after 30 June in each year, the Landlord must furnish the Tenant with a statement giving reasonable details of the Operating Costs for the Premises for that year. Except in the case of any error notified by either party to the other within 28 days of the service of the statement on the Tenant, the statement is *prima facie* evidence as to its contents.
4. Within 28 days of the date on which the Landlord furnishes the Tenant with the statement, the Tenant must pay the full amount of the Operating Costs then unpaid.
5. If the amount of any item in the Operating Costs relates to a period that does not coincide with a period ending on 30 June, for the purposes of calculation of the Operating Costs, the amount of the item to be included in the Operating Costs for the period ending 30 June must be apportioned by reference to the proportion of the period for that item which falls within the period ending 30 June.
6.
  - (a) If the Commencement Date is not 1 July, the Operating Costs payable for the year ending 30 June next following the Commencement Date must be adjusted so that it represents that portion of the Operating Costs which is equivalent to that proportion which the part of the year elapsed bears to the whole year.
  - (b) If the Term ends on a date other than 30 June, the Operating Costs payable for the period commencing on 1 July immediately preceding that date must be adjusted so that it represents that portion of the Operating Costs which is equivalent to that proportion which the part of the year elapsed bears to the whole year.
7. Notwithstanding clause 6 of this schedule 1, the Landlord may from time to time notify the Tenant of the reasonable estimate of the Landlord, of the amount of the anticipated Operating Costs for the then current year ending on 30 June. The Tenant must pay the estimated amount to the Landlord during the year by twelve equal instalments in advance on the days fixed for the payment of the Rent. The Landlord may notify the Tenant of a re-estimate of the Operating Costs the Tenant must pay at any time.

8. If the Operating Costs have been estimated and the Tenant's proportion of the estimate has been paid in advance pursuant to clause 7 of this schedule 1, upon computation of the Operating Costs at the end of the then current year and their audit by auditors of the Landlord, any necessary adjustment between the proposed estimated and actual amounts of Operating Costs must be made and any credit to, or further payment by, the Tenant must immediately be allowed or made by or to the Landlord accordingly.
9. If an item of the Operating Costs is assessed in respect of an area that is greater than the Premises, the Tenant's obligations to contribute toward that item is limited to such proportion of that item as is borne by the area of the Premises to the area of the land in respect of which the item is assessed.

**Executed and delivered as a Deed in [\*]**

[Insert appropriate execution clauses]

ANNEXURE A

**Plan of Premises**

## ANNEXURE B

**Sublease Consent Provisions**

*[NOTE: THE PROVISIONS ARE SUBJECT TO THE SPECIFIC REQUIREMENTS OF THE HEAD LANDLORD(S) IN EACH CASE AND ACCORDINGLY, MAY VARY]*

**Head Landlord(s):** [ ] (include each superior Landlord e.g. If Landlord derives its rights to the Land under a sublease, this will include the owner of the Land, and the head tenant).

**Landlord:** Per Reference Schedule

**Tenant:** Per Reference Schedule

1. The Head Landlord(s) consent(s) to this Lease provided that nothing in this Lease varies, affects or waives any of the obligations of the Landlord (as tenant) under the superior lease(s) of the Land from the Head Landlord(s) to the Landlord (as tenant) (the Head Lease(s)).
2. The parties acknowledge and agree that, despite any other provision in this Lease, the rights and obligations of the Landlord and Tenant are subject to the provisions of the Head Lease(s).
3. Where this Lease requires the Tenant to obtain the consent or approval of the Landlord to any matter, the Landlord's consent or approval is subject to the Head Landlord(s) giving its corresponding consent or approval to that matter.
4. The Tenant must pay the reasonable legal costs of the Head Landlord(s) of or incidental to the negotiation, preparation, completion, execution or consent, to the Head Lease(s).

**Executed and delivered as a Deed in [\*]**



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**DATE****PARTIES**

1. The Licensor named and described in the Reference Schedule (the *Licensor*).
2. The Licensee named and described in the Reference Schedule (the *Licensee*).

**It is agreed** as follows.

**1. Interpretation****1.1 Definitions**

In this Licence, unless the context otherwise requires:

**AEMO** means the Australian Energy Market Operator Limited (ACN 072 010 327).

**Augmentation** means any augmentation to be constructed or operated by or on behalf of the Licensee under or for the purposes of the Augmentation Connection Agreement, the Network Agreement and the Project Agreement.

**Augmentation Connection Agreement** means an agreement for connecting the Augmentation to the declared shared network (as defined in the NEL), entered into between the Licensee and the Augmentation Connection Agreement Party named in the Reference Schedule on or about the date of this Licence.

**Business Day** means any day that is not a Saturday, Sunday or gazetted public holiday in Victoria.

**Commencement Date** means the commencement date of this Licence specified in the Reference Schedule.

**Corporations Act** means the **Corporations Act 2001** (Cth).

**Encumbrances** means the encumbrances affecting the Licensed Area described in the Reference Schedule.

**Government Agency** means:

- (a) a government, government department, or other body;
- (b) a governmental, semi-governmental, or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**GST Law** means the same as 'GST law' means in **A New Tax System (Goods and Services Tax) Act 1999** (Cth).

**Land** means the land described in the Reference Schedule.

**Licence Consent Provisions** means the provisions in annexure B.

**Licence Fee** means the annual licence fee described in the Reference Schedule as varied from time to time under this Licence.

**Licence Interest Rate** means the rate equal to 2% per annum above the rate fixed from time to time under section 2 of the **Penalty Interest Rates Act 1983** (Vic.) or, if no such rate is fixed, 15% per annum.

**Licence Money** means the Licence Fee and all other money payable by the Licensee to the Licensor under this Licence.

**Licensed Area** means such part of the Land as is identified in the definition of **Licensed Area** in the Reference Schedule, and includes all improvements on such part of the Land and the Licensor's Property.

**Licensee** means the prospective declared transmission system operator (under section 42 of the NEVA) and subsequently the declared transmission system operator in relation to the Augmentation, and that term includes, where appropriate, the Licensee's Employees.

**Licensee's Employees** means the Licensee's employees, agents, contractors, subcontractors, invitees, licensees and servants and any person claiming through, or under, the Licensee.

**Licensee's Property** means any buildings, fixtures, fittings, plant, machinery equipment, furnishings, cables, conduits and wires brought onto, erected, or installed on the Licensed Area by the Licensee (whether before, or after, the Commencement Date) that are not Licensor's Property and includes the Augmentation.

**Licensor** means the declared transmission system operator (under section 31 of the NEVA) that is entitled to the reversion of the Licensed Area at the end of the Term.

**Licensor's Employees** means the Licensor's employees, agents, contractors, subcontractors, invitees and licensees and any person claiming through, or under, the Licensor.

**Licensor's Property** means the buildings, fixtures, fittings, furnishings, plant, machinery and equipment of the Licensor (if any) in, or on, the Licensed Area.

**Make Good** means:

- (a) to remove from the Licensed Area all such items comprising the Licensee's Property as the Licensor requires to be removed;
- (b) to properly repair any damage caused by the removal of things referred to in paragraph (a) from the Licensed Area;
- (c) to reinstate the structure of any part of the Licensed Area that has been penetrated, or altered by, or on behalf of, the Licensee;
- (d) to clean the Licensed Area thoroughly and remove all rubbish, waste, and materials brought onto, or left in, or about, the Licensed Area or, the Land, by, or on behalf of, the Licensee, and leave the Licensed Area in a condition consistent with the Licensee's performance and observance of all relevant covenants relating to the Licensed Area, including clause 7.1; and
- (e) to reinstate the Licensed Area as nearly as reasonably possible in the condition and state of repair that the Licensed Area were in at the Commencement Date or, if constructed during the Term, as nearly as possible in the condition and state of repair that the Licensed Area were in after construction was completed.

**National Electricity Rules** means the rules in force from time to time made pursuant to the NEL.

**NEL** means the National Electricity Law contained in the Schedule of the **National Electricity (South Australia) Act 1996** (SA).

**Network Agreement** means the agreement required by section 50D(1) of the NEL between the Licensee in its capacity as a declared transmission system operator and AEMO for the provision to AEMO of shared network capability services, as defined in the NEL.

**NEVA** means the **National Electricity (Victoria) Act 2005** (Vic).

**Operating Costs** means the costs defined in schedule 1.

**Permitted Use** means the construction and operation of the Augmentation.

**Project Agreement** means the agreement between the AEMO and the successful tenderer pursuant to clauses 8.11.7(h)(1) and 8.11.8(d) (as the case may be) of the National Electricity Rules, for the construction of the Augmentation to provide shared network capability services under the Network Agreement.

**Services** means the water, gas, electricity, telephone, oil, sanitary, hot water, security, air-conditioning and ventilation, lift and utility systems, sewerage, pest control and extermination, garden and horticultural maintenance and requirements furnished or supplied to the Licensed Area for the general benefit or purpose of the Licensed Area or any other services that are in, or are subsequently installed in, the Licensed Area, and includes all wires, cables, pipes, ducts, conduits, tanks, cisterns, electrical and mechanical plant and all other parts, fittings and accessories.

**Term** means the period of this Licence described in the Reference Schedule including any extension of it, or any further period during which the Licensee has possession of the Licensed Area.

## 1.2 General

In this Licence, unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state, or government, or statutory body or authority, and any successor entity to those persons;
- (d) a reference to any gender includes all genders;
- (e) a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Licence;
- (f) a recital, schedule, annexure or a description of the parties forms part of this Licence;
- (g) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (h) a reference to any party to this Licence or any other document or arrangement, or any other party includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (i) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (j) any thing, means the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) **includes** means includes without limitation;
- (l) a reference to dollars or '\$' is to Australian currency;
- (m) a reference to any professional body, association or institute includes any succeeding body, association or institute serving similar objects; and
- (n) a covenant, promise, undertaking or agreement by the Licensee to perform or to refrain from performing some act or thing, is deemed to include a covenant by the Licensee to procure that the Licensee's Employees also perform or refrain from performing such act or thing.

## 1.3 Headings

In this Licence, headings are for convenience of reference only and do not affect interpretation.

## 2. Grant

### 2.1 Grant of Licence

- (a) The Licensor leases the Licensed Area to the Licensee for the Term and at the Licence Fee subject to this Licence, the Encumbrances, and any registered and unregistered encumbrances affecting the Land.
- (b) The parties acknowledge that the Licensor has certain obligations under section 44 of the NEVA to allow access to its land and premises for purposes connected with the Augmentation.

## 2.2 Licensee's Acknowledgement

The Licensee acknowledges that:

- (a) this Licence and the Licensee's rights in respect of the Licensed Area are subject to the paramount right of the Licensor and its employees, officers, agents, consultants and contractors to enter into and to use the whole or any part of the Licensed Area for its own use and purposes absolutely;
- (b) the legal possession and control of the Licensed Area is at all times vested in the Licensor;
- (c) this Licence does not give the Licensee:
  - (i) any proprietary interest in the Licensed Area or the Land or any part of it; or
  - (ii) a lease or any other tenancy agreement; and
- (d) the parties acknowledge that the Licensor has certain obligations under section 44 of the NEVA to allow access to its land and premises for purposes connected with Augmentation.

## 2.3 Reservation of Rights

The Licensor may enter the Licensed Area to install, maintain, repair, alter, replace and use pipes, cables, electrical wiring and other conduits through the Licensed Area, or for the purpose of access to the Licensor's adjoining land at any time, or in the event of any emergency arising whether of a nature endangering the Licensed Area or not.

## 3. Owner's Consent

If the Licensor derives its rights in respect of the Licensed Area under an easement from the owner of the Land and the terms of that easement require the Licensee to obtain the land owner's consent to this Licence, this Licence is of no effect until the Licensor, Licensee, and owner of the land execute the Licence Consent Provisions.

## 4. Licence Fee

### 4.1 Payment of Licence Fee

The Licensee must pay the Licence Fee to the Licensor from the Commencement Date until the end of the Term, without deduction, in advance on or before the first day of each year during the Term.

### 4.2 Operating Costs

The Licensee must in respect of each year or part of a year of the Term:

- (a) pay to, or reimburse, the Licensor all the Operating Costs of the Licensed Area in the manner set out in schedule 1; and
- (b) punctually pay, discharge or satisfy all charges associated with the Licensed Area (if any) including all licence and inspection fees connected with the operation of the Licensee's business on the Licensed Area.

### 4.3 Cost of Licence

In connection with this Licence and any document or matter in connection with it, the Licensee must promptly pay:

- (a) for everything it must do;
- (b) on demand, the third party costs reasonably incurred by the Licensor including those for:
  - (i) administering this Licence;
  - (ii) every application for the Licensor's consent, or approval, under this Licence and obtaining the consent to this Licence of any licensor of the Licensor;
  - (iii) every proper exercise of any right, power, or remedy, of the Licensor under this Licence;
  - (iv) every default (actual or threatened) by the Licensee under this Licence; and

- (c) any third party's costs of providing its consent to this Licence, however each party must bear its own costs of the preparation, negotiation, completion and execution of this Licence, or any renewal of this Licence.

#### **4.4 Interest on Money Overdue**

- (a) Without prejudice to any other right, power or remedy of the Licensor, the Licensee must pay to the Licensor interest at the Licence Interest Rate calculated on a daily basis on any Licence Money due but unpaid under this Licence.
- (b) The interest referred to in paragraph (a) will be computed from the due date for payment of the Licence Money until payment in full, and will be recoverable as if it is unpaid Licence Fee.

#### **4.5 Licence Fee and Other Amounts**

- (a) All Licence Fee and other amounts payable by the Licensee pursuant to this Licence must be paid free of all deductions, set-offs or counterclaims whatsoever to the Licensor at the address specified in the Reference Schedule or as the Licensor may otherwise direct the Licensee in writing and if a payment falls due on a day that is not a Business Day it is payable on the next following Business Day.
- (b) Where a statement is provided to the Licensee by the Licensor as to any Licence Money payable by the Licensee, then, unless otherwise provided in this Licence, the Licence Money shall be due seven days from the provision of the statement.

### **5. Use of Licensed Area**

#### **5.1 Permitted Use**

- (a) The Licensee must not use or allow the Licensed Area to be used for any purpose other than the Permitted Use.
- (b) The Licensee may only commence the Permitted Use (other than the construction of the Augmentation) once:
- (i) the Augmentation is completed in accordance with the Project Agreement;
  - (ii) a copy of all authorisations relating to the Permitted Use has been provided to the Licensor; and
  - (iii) the Augmentation Connection Agreement has been executed by each party to it and any conditions under the Augmentation Connection Agreement have been satisfied.
- (c) The Licensee must not use the Licensed Area in a manner that may interfere with any operations on, or with any use of, or cause damage to the adjacent land or people in the adjacent land including the Licensor.
- (d) The Licensee must not use or allow anyone else to use the Licensed Area for any illegal, noxious, offensive or unpleasant trade or business or do anything on the Licensed Area which is or may become an annoyance, nuisance, grievance or disturbance to anyone in the adjacent land.
- (e) The Licensee must comply with such reasonable security safety requirements as are notified by the Licensor, including any requirements imposed, or required in order to comply with, laws, such as the **Terrorism (Community Protection) Act 2003** (Vic.) or any Government Agency requirements concerning the safety of essential infrastructure.

#### **5.2 No Warranty**

- (a) The Licensee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Licensor regarding the suitability of the Licensed Area for the Permitted Use, or for any business to be carried on there or in respect of any fixtures, fittings, furnishings, finish, plant, machinery or equipment of or in the Licensed Area otherwise than as expressly contained in this Licence.



- (b) Without limiting the generality of paragraph (a):
- (i) the Licensee acknowledges that the Licensor makes no warranty or representation in relation to the state or condition of the Licensed Area or the Land, including:
    - (A) the connection or availability or otherwise of any Service to the Licensed Area or the Land; or
    - (B) whether the Licensed Area or the Land is contaminated or subject to or potentially subject to any environmental hazard; and
  - (ii) the Licensee acknowledges and accepts that the adjacent land houses, or may house, a high voltage electricity terminal station, or other electricity infrastructure. The Licensee warrants that it has conducted all enquiries, investigations and tests that could be expected of a prudent licensee and neighbour as to:
    - (A) the operations of the Licensor's infrastructure and associated plant, equipment, lines and machinery;
    - (B) the discharge of electromagnetic radiation, electricity or any other type or form of radiation into the atmosphere, whether arising from the Licensed Area or the adjacent land; and
    - (C) the geotechnical condition of the Licensed Area and adjacent land, and acknowledges and warrants to the Licensor that, subject to the Augmentation Connection Agreement, these will have no effect on the conduct of the Permitted Use, or on the health of the Licensee's Employees. The Licensee acknowledges that the scope and degree of operations on the adjacent land may change from time to time. The Licensee releases and indemnifies the Licensor, and must keep the Licensor indemnified, in relation to any injury, loss or damage relating to the subject matter of this clause 5.2, except to the extent that such injury, loss or damage is caused or contributed to by the Licensor or the Licensor's Employees.

### **5.3 Compliance with Statutory Requirements**

The Licensee must at its own expense in all respects observe and comply with all legislation and subordinate legislation and all directions, notices and requirements of any Government Agency relating to the Licensee's and occupation of the Licensed Area and the Licensee's business conducted at the Licensed Area and not do anything on the Licensed Area that causes the Licensor to be in breach of any authorisation the Licensor has secured in respect of the Land or the Licensed Area.

### **5.4 No Unlawful Acts**

The Licensee must not do or allow any unlawful act to be done in, on or adjacent to the Licensed Area.

### **5.5 Use and Storage of Certain Materials Prohibited**

The Licensee must not without the Licensor's prior consent store chemicals, inflammable liquids, acetylene gas, alcohol, volatile or explosive oils, or similar dangerous substances in or on the Licensed Area, except where necessary for the Permitted Use and then only in such quantities as are reasonably appropriate and in compliance with relevant statutory requirements and only after having received the Licensor's consent.

**5.6 Notice of Accidents**

The Licensee must give to the Licensor prompt notice of any accident to, or want of repair or defect in any structure, facility, device, contrivance, service, fitting or other thing likely to cause any danger, risk or hazard to the Licensed Area or to any person or property.

**5.7 Signage**

- (a) The Licensee may erect and maintain signs on the Licensed Area in such places as is agreed by the Licensor and the Licensee if:
- (i) the size and shape of the sign; and
  - (ii) the information contained on the sign,
- are first approved by the Licensor, and if the Licensee:
- (iii) obtains all necessary approvals from all applicable Government Agencies; and
  - (iv) pays all costs and fees associated with the erection, maintenance and removal of any such signs.
- (b) The Licensor must not unreasonably withhold its consent under paragraph (a) to the Licensee erecting and maintaining such signs as are required by law, or which are reasonably associated with health and safety matters.
- (c) At the end of this Licence, the Licensee must remove any signs and advertising. The Licensee must repair any damage to the Licensed Area due to this and restore the Licensed Area to its condition as at Commencement Date.

**6. Assignment and Sublicensing**

The Licensee must not without the Licensor's consent:

- (a) part with possession of or share possession of the Licensed Area;
- (b) mortgage, charge or in any way encumber the Licensee's interest in the Licensed Area or its rights and powers as licensee under this Licence;
- (c) dispose of, deal with or novate its interest in the Licensed Area or its rights and powers as licensee under this Licence; or
- (d) give a sub-licence, franchise or concession relating to the Licensed Area.

**7. Maintenance, Repair and Alterations****7.1 Licensee's Repair Obligation**

The Licensee must:

- (a) keep the Licensed Area, the Services and the Licensee's Property in good and tenable repair and condition; and
- (b) subject to clause 10.3, on the expiration or termination of the Licence leave the Licensed Area, the Services (where such term refers to items that are capable of physical repair) and the Licensee's Property in good and tenable repair and condition and Make Good the Licensed Area,

having regard to the condition of the Licensed Area, the Services and the Licensee's Property at the Commencement Date (or in the case of the Licensee's Property, the date of installation or construction of the Licensee's Property).

**7.2 Notice of Defective Services**

The Licensee must give the Licensor prompt notice of:

- (a) any accident to, or defect in, or lack of repair of any Services to or in the Licensed Area or the Licensee's Property of which the Licensee is aware; and
- (b) any other circumstances of which the Licensee is aware which are likely to cause any damage to the Licensed Area or the Licensee's Property or any danger to any person.

**7.3 Licensee to Notify Licensor of Notices**

The Licensee must give the Licensor a copy of any notice (other than rates notices) that the Licensee receives from any Government Agency with respect to the Licensed Area or the Licensee's Property within three days of receipt of the notice.

**7.4 Damage to the Licensed Area**

The Licensee must, at its own expense, make good any breakage, defect, or damage to the Licensed Area (together with any roadways or accessways that are used by the Licensee for the purpose of accessing the Licensed Area, and any Licensor's facilities located on, or adjacent to, the Land that are used by the Licensee for the purpose of installing and operating, maintaining, repairing, augmenting, or removing the Licensee's Property), or the Licensee's Property caused, or contributed to, by any act, omission, or default of the Licensee.

**7.5 Cleaning**

The Licensee must thoroughly clean and keep the Licensed Area free from dirt and rubbish, maintain the Licensed Area and all other fixtures and chattels on the Licensed Area and store trade waste in suitable receptacles provided by the Licensee at its cost.

**7.6 Environmental**

- (a) The Licensee must not allow the Licensed Area to be used so that:
  - (i) pollutants are discharged;
  - (ii) a condition of pollution is likely to arise;
  - (iii) any substantial noise is emitted;
  - (iv) any industrial waste or potentially hazardous substance is abandoned or dumped on the Licensed Area;
  - (v) any industrial waste or potentially hazardous substance is handled in a manner that is likely to cause environmental hazard;
  - (vi) underground pipes or underground storage tanks are installed within the grounds of the Licensed Area without the Licensor's prior consent; or
  - (vii) contamination occurs either on the Licensed Area or off the Licensed Area.
- (b) The Licensee will, at the Licensee's own cost:
  - (i) prevent contamination or an environmental hazard from occurring either on the Licensed Area or off the Licensed Area as a result of the Licensee's activities;
  - (ii) comply with any notice or requirement (communicated either directly or through the Licensor) by any relevant Government Agency in relation to any contamination in, on, under, or emanating into or from the Licensed Area, or any other environmental hazard, however, wherever, or whenever generated;
  - (iii) obtain and maintain in full force and effect and comply with the terms of all permits and licences required in order to release or emit anything from the Licensed Area into the air, or waterway, or on to the ground, or into the environment;
  - (iv) indemnify the Licensor in respect of any cost, loss, expense, penalty or liability the Licensor may suffer or incur as a result of contamination on, or under or emanating from or into the Licensed Area, or any other environmental hazard, however, whenever, and by whomever caused, except to the extent such contamination or environmental hazard is caused or contributed to by the Licensor or the Licensor's Employees; and
  - (v) permit the Licensor and the Licensor's Employees to enter the Licensed Area at all reasonable times and on reasonable notice to enable the Licensor to satisfy itself that the Licensed Area has not been contaminated by any liquid or other substance. If the Licensor reasonably considers any contamination is occurring

or has occurred during the Term, the Licensee must within a reasonable time after receiving a contamination report take all steps necessary to discontinue the cause of the contamination and to clean up any contamination to a standard reasonably required and approved by the Licensor. If the Licensee fails to do this the Licensor or the Licensor's Employees may enter the Licensed Area and clean up the Licensed Area to the condition that it was in at the Commencement Date or the date on which the Licensee entered into occupation of the Licensed Area (whichever is the earlier). The Licensee must reimburse the Licensor immediately on request the cost of this clean up, including the cost of the contamination report and any subsequent inspections to determine whether the contamination has been cleaned up to the required standard.

- (c) At the expiration of the Term, the Licensee must yield up the Licensed Area free from any contamination or environmental hazard, to the extent to which such contamination or environmental hazard is caused, or contributed to, by the Licensee's use or occupation of the Licensed Area.
- (d) Paragraphs (b) and (c) do not apply to the extent to which the contamination or environmental hazard was not caused by the Licensee or the Licensee's activities on the Licensed Area.
- (e) The Licensor indemnifies and must keep the Licensee indemnified in respect of any cost, loss, expense, penalty or liability the Licensee suffers or incurs as a result of contamination, or environmental hazard occurring after the Commencement Date as a result of the act, omission, or negligence of the Licensor, or the Licensor's Employees (including in relation to the use and management of adjacent or proximate land), provided that the Licensee uses its reasonable endeavours to manage, monitor and control the contamination or environmental hazard, as the case may be.

## **8. Insurance**

### **8.1 Types of Insurance**

The Licensee must in respect of the Licensed Area:

- (a) maintain with insurers approved by the Licensor (whose approval must not be unreasonably withheld) in the name of the Licensee with the interest of the Licensor and, if required by the Licensor, any mortgagee of the Licensor noted:
  - (i) public risk insurance, the terms and conditions of which must be approved by the Licensor (whose approval will not be unreasonably withheld) for not less than the amount determined in accordance with clause 8.6, in respect of any single claim extended to cover any liability of the Licensee for damage to the Licensed Area endorsed to include damage to lifts, elevators, escalators, hoists, cranes and any pressure vessels (if any), and to cover any liability of the Licensee under the indemnity in clause 9.1;
  - (ii) general fire and all risks insurance for all of the Licensed Area and the Licensee's Property for its full replacement value; and
  - (iii) any other insurances that are reasonably specified by the Licensor provided that, if the Augmentation Connection Agreement specifies certain insurances, it will be unreasonable for the Licensor to seek to change those insurances pursuant to this clause 8.1(a)(iii).
- (b) In respect of the insurances required by clause 8.1(a):
  - (i) deposit with the Licensor certificates of insurance containing detail of the period and cover effected and copies of each of the policies;
  - (ii) pay each premium at least 14 days before the due date and, when asked by the Licensor, produce receipts for payments;

- (iii) immediately rectify anything that might prejudice any insurance and reinstate the insurance if it lapses; and
- (iv) notify the Licensor immediately when an event occurs that gives rise or might give rise to a claim under an insurance policy or that could prejudice a policy of insurance, or if any policy of insurance is cancelled.

## **8.2 Settlement of Claims**

The Licensor may, but the Licensee must not without the consent of the Licensor, enforce, conduct, settle or compromise claims under any policy of insurance required by clause 8.1(a), whether or not that policy also covers other property provided that the Licensor's consent required by this clause 8.2 will be deemed to have been given if within 14 days of receiving notice of the circumstances surrounding the incident giving rise to insurance considerations, the Licensor has not notified the Licensee that such consent is to be withheld or is to be granted subject to certain conditions.

## **8.3 Not to Void Insurance**

The Licensee must not do or permit any act, matter or thing to be done that may invalidate any insurance, make any insurance void or voidable or increase the rate of premium of any insurance of the Licensor, the Licensee or any other person.

## **8.4 Extra Premium**

The Licensee must pay all extra premiums for insurance of the Licensed Area and its contents if any are required because of the extra risk caused by the particular use to which the Licensed Area are put by the Licensee.

## **8.5 Compliance with Insurance Regulations**

The Licensee must:

- (a) comply with insurance, sprinkler, fire alarm and fire control regulations affecting the Licensed Area or the Licensee's Property; and
- (b) pay to the Licensor the cost of any alterations to any sprinkler, fire alarm or fire control installation that may be necessary because of non-compliance by the Licensee with the regulations of the Insurance Council of Australia or the requirements of an insurer.

## **8.6 Amount of Public Risk Insurance**

- (a) As soon as reasonable following the Commencement Date, the parties must endeavour to agree upon the amount of public risk insurance required under clause 8.1(a)(i) having regard to the nature of the Permitted Use, the facilities on the Licensed Area, the location of the Licensed Area, and any other relevant matters.
- (b) If the parties cannot reach agreement as to the amount of public risk insurance within 30 days after the Commencement Date, the parties must endeavour to agree upon a duly-qualified expert consultant to determine an appropriate amount within 30 days of his or her appointment. If the parties cannot so agree on such an expert consultant, the amount will be determined by a duly-qualified expert consultant, appointed by the President for the time being of the Insurance Council of Australia.
- (c) The parties must direct the expert consultant to determine a reasonable and proper amount, having regard to the matters set out in paragraph (a).
- (d) The parties may make submissions to the expert consultant about the amount.
- (e) The parties must bear the costs of the expert consultant in equal shares.

## **9. Indemnity and Release**

### **9.1 Indemnity**

The Licensee indemnifies and must keep the Licensor indemnified against all actions, claims, demands, losses, damages, penalties, costs and expenses for which the Licensor is or may

be or become liable, except to the extent caused or contributed to by the Licensor or the Licensor's Employees, in respect of or arising from:

- (a) the occupation and use by the Licensee or the Licensee's Employees of the Licensed Area;
- (b) any default by the Licensee under this Licence;
- (c) the negligent use or misuse by the Licensee or the Licensee's Employees of any Service or the Licensed Area;
- (d) any overflow or leakage of water (including rain water) in or from the Licensed Area caused or contributed to by the Licensee's or Licensee's Employees' act, default, breach or negligence;
- (e) loss, damage or injury to property or persons caused or contributed to by the Licensee's or Licensee's Employees' act, breach, default or negligence;
- (f) any faulty Licensee's Property; and
- (g) the **Occupational Health and Safety Act 1985** (Vic.), and **Wrongs Act 1958** (Vic.) in which regard the Licensee acknowledges that the Licensed Area are under the Licensee's control.

## 9.2 Release

- (a) The Licensee:
  - (i) occupies, uses and keeps the Licensed Area at the risk of the Licensee; and
  - (ii) releases to the extent permitted by law the Licensor, the Licensor's Employees, and all persons claiming through or under the Licensor from all actions, claims, demands, losses, damages, penalties, costs and expenses resulting from any accident, damage, loss, death or injury occurring in or outside the Licensed Area.
- (b) Subject to clause 5.2, the release under paragraph (a)(ii) is absolute except to the extent that the accident, damage, loss, death or injury is caused, or contributed to, by the Licensor, or the Licensor's Employees.

## 9.3 Licensor's Indemnity

Subject to clause 5.2, the Licensor indemnifies and must keep the Licensee indemnified in respect of damage caused to the Licensee, or the Licensee's Property, to the extent that such damage is caused, or contributed to, by the Licensor, or the Licensor's Employees.

## 9.4 Interaction with Augmentation Connection Agreement

To the extent that the Licensee, or Licensor, is entitled to be indemnified for an action, claim, loss, damage, cost and expense under the Augmentation Connection Agreement, the Licensee or Licensor, as the case may be, cannot make a claim under this Licence in respect of the same action, claim, loss, damage, cost and expense.

## 10. Construction, Alterations and Fittings

### 10.1 Construction and Structural Alterations to Licensed Area – Consent

Other than the Augmentation, the Licensee must not erect any buildings nor make any alterations or additions to the Licensed Area without the Licensor's prior consent and subject to any conditions specified by the Licensor. The Licensor's consent to the Licensee's Augmentation and to the installation of such minor ancillary facilities as are reasonably required by the Licensee for the conduct of its business, is acknowledged by both parties.

### 10.2 Augmentation, Alterations and Additions to Licensed Area

The Licensee must at its own cost (including costs of the Licensor's consultants):

- (a) obtain the Licensor's prior approval of all drawings and specifications for, and all persons who are to carry out construction, alterations and additions to, the Licensed Area other than the Augmentation; and

- (b) carry out any construction, alterations or additions to the Licensed Area in a proper and competent manner in accordance with the Victorian building regulations, any other lawful requirements of any Government Agency and the reasonable requirements of the Licensor and its consultants.

### 10.3 Removal Period

- (a) At or prior to the expiration or termination of the Licence, the Licensee may remove the Licensee's Property (excluding Licensee's Property of a structural nature) and must if requested by the Licensor, remove such of the Licensee's Property as the Licensor nominates and must Make Good all damage caused by the removal. The Licensee must not otherwise remove Licensee's Property of a structural nature.
- (b) If the Licensee does not remove any Licensee's Property that the Licensor has requested it to remove, the Licensor may at the expense of the Licensee remove and dispose of that Licensee's Property, or at the option of the Licensor, may retain that Licensee's Property with no further liability to the Licensee in respect of that Licensee's Property. Any Licensee's Property not removed by the Licensee becomes the property of the Licensor, whether or not the Licensor has requested the Licensee to remove the relevant Licensee's Property.

## 11. Licensee's Default

### 11.1 Right of Termination

Subject to clause 11.2, if:

- (a) any Licence Money is in arrears, and remains unpaid for a period of 14 days after a formal demand from the Licensor;
- (b) the Licensee fails to perform or observe its obligations (whether express or implied) under this Licence;
- (c) the Augmentation Connection Agreement is terminated;
- (d) execution is levied against any assets of the Licensee; or
- (e) the Licensee either:
  - (i) goes into liquidation, other than a voluntary liquidation for the purposes of re-organisation to which the Licensor has consented;
  - (ii) is wound up, dissolved, or otherwise ceases to be validly constituted;
  - (iii) enters into a scheme of arrangement with its creditors or any class of creditors;
  - (iv) is placed under official management;
  - (v) has a receiver or receiver and manager of any of its assets appointed;
  - (vi) has a provisional liquidator appointed;
  - (vii) has an inspector appointed pursuant to the **Corporations Act 2001** (Cth);
  - (viii) is deregistered by the Australian Securities and Investments Commission;
  - (ix) without the prior consent of the Licensor, suspends payment generally or ceases or threatens to cease to carry on business or is unable to pay its debts as they fall due or is deemed unable to pay its debts by the operation of section 148 of the **Corporations Act 2001** (Cth); or
  - (x) under Part 3 of the **Australian Securities and Investments Commission Act 2001** (Cth) an investigation of the Licensee is commenced,

then, without limiting any other right of action or remedy of the Licensor in respect of any prior breach of any of the Licensee's covenants the Licensor may terminate this Licence by giving the Licensee 14 days written notice.

**11.2 Restriction on Termination**

Notwithstanding any other provision of this Licence and except with the Licensee's written consent, the Licensor may not terminate this Licence without the written consent of AEMO.

**11.3 Removal of Licensee's Property on Termination**

If the Licensor terminates this Licence, it may remove from the Licensed Area any fixtures, fittings or chattels which are not the Licensor's Property and place them outside the Licensed Area or store them at the Licensee's cost, or at the option of the Licensor, may retain such fixtures, fittings or chattels with no further liability to the Licensee in respect of the same, in which case the same becomes the property of the Licensor. The Licensor will not be liable for any loss or damage caused and the Licensee indemnifies and must keep the Licensor indemnified in respect of any actions, proceedings and claims made against the Licensor by third parties in this respect, except to the extent that such loss or damage is caused or contributed to by the Licensor or the Licensor's Employees.

**11.4 Licensor's Right to Remedy Licensee's Default**

- (a) If the Licensee fails to pay any money or do anything it is obliged to pay or do under this Licence, the Licensor may, but need not, pay such money or do such thing and:
  - (i) for that purpose the Licensor and the Licensor's Employees may enter and remain on the Licensed Area and carry out such of the Licensee's obligations that the Licensee has not carried out; and
  - (ii) the Licensor may recover on demand from the Licensee the amount paid and the cost to the Licensor and to any other person incurred together with all incidental expenses.
- (b) The Licensor's exercise of any right pursuant to paragraph (a) is without prejudice to any other right or remedy which it has or may have in respect of any non-payment or non-performance.

**12. Resumption**

The Licensor may terminate this Licence by notice to the Licensee if the Licensed Area or any part of them is resumed by any Government Agency. The Licensor is not liable to the Licensee in respect of the termination.

**13. Licensor's Right of Entry****13.1 Inspection by Purchaser or Licensee**

- (a) The Licensee must at all reasonable times allow the Licensor to show the Licensed Area to:
  - (i) prospective purchasers and their financiers, valuers, real estate agents and consultants and, during the six months preceding the end of the Term, to prospective licensees and their agents and consultants, and to affix and exhibit where the Licensor thinks fit the usual 'for sale' and 'to let' notices; and
  - (ii) valuers and real estate agents in connection with any valuation or licence fee review process or dispute concerning this Licence.
- (b) Any notice pursuant to sub-paragraph (a)(i) may display amongst other things the Licensor's name and address and its agents and must not be removed by the Licensee without the consent of the Licensor.

**13.2 Licensor May Enter to Repair and Effect Alterations**

The Licensor and the Licensor's Employees and any person having an estate or interest in the Licensed Area superior to or concurrent with the Licensor may at all reasonable times on giving the Licensee reasonable notice (except in the case of emergency as determined by the Licensor, acting reasonably, when no notice will be required) enter and remain on the Licensed Area for the following purposes:



- (a) without causing the Licensee undue inconvenience, to carry out any repairs to the Licensed Area deemed necessary or desirable by the Licensor or in relation to anything which the Licensor is obliged to do under this Licence;
- (b) if any Government Agency requests, directs or orders any structural alteration, improvement or other work to the Licensed Area which the Licensor elects to do and for which the Licensee is not liable under this Licence without causing the Licensee undue inconvenience, to carry out such work;
- (c) with all necessary materials and appliances to carry out any inspection, reading, repair, alteration work or adjustment which the Licensor or any Government Agency may consider necessary or desirable to wires, pipes, cables, electrical wiring and other conduits, meters, switchboards or other electrical installations or to the fire sprinkler or the fire alarm system in the Licensed Area; and
- (d) to view the state of repair of the Licensed Area.

### **13.3 Rights of Support and Easements**

The Licensor may grant rights of support or enter into any arrangement or agreement with any party interested in any land adjacent to the Licensed Area or with any Government Agency as it thinks fit for the purpose of:

- (a) public or private access to the Licensed Area;
- (b) support of structures erected on adjoining land; or
- (c) the provision of Services,

or for any other purpose and this Licence will be subject to such rights. The Licensor must not exercise its rights under this clause 13.3 if by doing so it will substantially and permanently derogate from the enjoyment of the rights conferred on the Licensee by this Licence or interfere with the proper operation of the Augmentation.

### **13.4 Licensor May Extend Alter or Refurbish**

The Licensor may extend alter or refurbish the Licensed Area but in so doing must cause as little inconvenience to the Licensee as is practicable.

## **14. Augmentation at Licensee's Risk**

Without limiting the generality of clause 9, the construction and operation of the Augmentation is at the Licensee's risk in all respects and the Licensee releases to the full extent permitted by law, the Licensor and the Licensor's Employees and all persons claiming through, or under, the Licensor from all actions, claims, demands and losses resulting from any accident, damage, loss, death, injury, cost or expense occurring as a result of the construction and operation of the Augmentation, except to the extent caused, or contributed to, by the Licensor, or the Licensor's Employees.

## **15. Further Term**

### **15.1 Request for Further Term**

Subject to clauses 15.2 and 15.3, if the Reference Schedule provides for a further term, and the Licensee wishes to enter into a new licence of the Licensed Area for the further term the Licensee must not more than nine, and not less than six, months prior to the expiration of the Term (and in this respect time is of the essence) give the Licensor notice following which the Licensor must, at the Licensee's expense, grant and the Licensee must accept, a licence of the Licensed Area for the further term in accordance with clause 15.3.

### **15.2 Effect of Breaches of Licensee's Covenants**

- (a) Notwithstanding clause 15.1, the Licensor is not obliged to grant a further licence to the Licensee unless the Licensee during the Term has duly and punctually paid the Licence Money and has duly performed and observed its covenants and agreements expressed or implied in this Licence except to the extent to which any breach has been waived or excused by the Licensor.

- (b) If the Licensor refuses to grant a further licence to the Licensee under paragraph (a), the Licensor must offer the same further licence to any entity nominated by AEMO (the *Prospective Licensee*) in writing, which the Prospective Licensee may accept by:
- (i) providing a written undertaking to the Licensor to make good the Licensee's default (if it is capable of being made good); and
  - (ii) accepting the Licensor's offer under this paragraph (b) in writing within 90 days after receipt of the Licensor's offer.

### 15.3 Terms of New Licence

The new licence will be on the same terms and conditions as this Licence except that the Reference Schedule will be completed by insertion of the following details:

- (a) the Commencement Date of the new licence will be the first day of the new term;
- (b) the initial Licence Fee will be established pursuant to the Licence Fee payable immediately prior to the expiration of the Term of this Licence (ignoring any licence fee abatement or licence fee free period applicable immediately prior to the commencement of the new term);
- (c) the Term of the new licence will be as specified in the Reference Schedule; and
- (d) the number of further terms in the Reference Schedule available must be reduced by one, and if no further term is available, this clause 15 must be deleted.

## 16. Holding Over

### 16.1 Holding Over

Should the Licensee with the Licensor's consent continue to occupy the Licensed Area beyond the end of the Term the Licensee may do so:

- (a) under this Licence on and subject to the covenants, terms, conditions and agreements of this Licence including the obligation to pay the Operating Costs; and
- (b) at an initial monthly Licence Fee payable monthly in advance equal to one month's proportion of the Licence Fee payable under this Licence immediately prior to the expiration of the Term.

### 16.2 Termination

The licence referred to in clause 16.1 may be terminated by either the Licensor or Licensee's giving notice to the other at any time specifying a date of termination not less than one month from the giving of the notice. The licence will end on the date specified in the notice unless sooner determined.

## 17. Termination by the Licensee

If the Licensee wishes to terminate this Licence:

- (a) the Licensee may surrender this Licence if a building or substantial part of the Licensed Area used by the Licensee is destroyed or damaged (otherwise than by the act, negligence or default of the Licensee or Licensee's Employees) so that the Licensee's use of the Licensed Area is substantially adversely affected, by giving the Licensor not less than 14 days' notice; or
- (b) the Licensee will not be entitled to a refund of any Licence Fee paid in advance which relates to the period after the termination date; and
- (c) clauses 7.1 and 10.3 will apply.

**18. GST****18.1 Rules for Interpreting This Clause**

- (a) Words defined in the GST Law have the same meaning in this clause.
- (b) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.
- (c) References to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.

**18.2 GST Payable in Addition to the Licence Fee**

In addition to paying the Licence Fee (which is exclusive of GST), the Operating Costs and other consideration under this Licence, the Licensee must:

- (a) pay to the Licensor an amount equal to any GST for which the Licensor is liable on any taxable supply by the Licensor under this Licence, without deduction or set-off of any other amount; and
- (b) make that payment as and when the Licence Fee, Operating Costs or other consideration or part of it must be paid or provided.

**18.3 Tax Invoice**

Each party making a taxable supply under this Licence must issue a tax invoice to the other party for each taxable supply within 14 days of making the taxable supply.

**18.4 Indemnities and Reimbursement**

If a party is obliged to make a payment under an indemnity or is required to reimburse another party for a cost (for example a party's obligation to pay another party's legal costs) on which the payee must pay GST, the indemnity, or reimbursement, is for the cost plus all GST (except any GST for which the payee can obtain an input tax credit).

**19. General****19.1 Licensee's Representative**

The Licensee must nominate a natural person to be the Licensee's representative for the purposes of this Licence. The Licensee's representative must be available at all times for consultation with the Licensor on all matters arising out of this Licence, however, except in respect of such matters of which the Licensee may notify in writing from time to time, the Licensee's Representative shall not be authorised to represent the Licensee such that decisions made by that person on behalf of the Licensee in respect of matters arising out of this Licence shall bind the Licensee.

**19.2 Waiver**

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right to preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

**19.3 Entire Agreement**

All representations, communications and prior agreements in relation to the subject matter of this Licence are merged in and superseded by this Licence.

**19.4 Amendment**

This Licence may only be amended or supplemented in writing, signed by the parties.

**19.5 Attorneys**

Each attorney who executes this Licence on behalf of a party declares that the attorney has no notice of the revocation or suspension by the grantor or in any manner of the power of attorney under the authority of which the attorney executes this Licence and has no notice of the death of the grantor.

**19.6 Severability**

Any provision of this Licence that is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Licence or affecting the validity or enforceability of that provision in any other jurisdiction.

**19.7 Notices**

- (a) A notice, consent, approval, agreement, or other communication (each a *Notice*) under this Licence must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
  - (i) delivered to that person's address; or
  - (ii) sent by pre-paid mail to that person's address.
- (b) A Notice given to a person in accordance with this clause 19.7 is treated as having been given and received:
  - (i) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
  - (ii) if sent by pre-paid mail, on the third Business Day after posting.
- (c) For the purposes of this clause 19.7, the address of a person is the address set out in the Reference Schedule or another address of which that person may from time to time give Notice to each other party to this Licence.

**19.8 Counterparts**

This Licence may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

**19.9 Liability of Parties**

If two or more parties are included within the same defined term in this Licence:

- (a) a liability of those parties under this Licence is a joint liability of all of them and a several liability of each of them;
- (b) a right given to those parties under this Licence is a right given severally to each of them; and
- (c) a representation, warranty or undertaking made by those parties is made by each of them.

**19.10 Further Assurance**

Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from another party to effectively carry out and give full effect to this Licence and the rights and obligations of the parties under it.

**19.11 Partnership and Agency Negatived**

Nothing contained in this Licence is deemed or construed by the parties nor by any third party as creating the relationship of partnership, of principal and agent or of joint venture between the parties and it is understood and agreed that no provision contained in this Licence nor any act of the parties will be deemed to create any relationship between the parties other than the relationship expressly provided for in this Licence.

**19.12 Set-off**

If the Licensee makes any default in the payment of the Licence Money, the Licensor will be entitled to set-off that amount against any money that may from time to time be payable by it to the Licensee on any account whatever but any set-off will not relieve the Licensee of its default. The Licensee is not entitled to any right to set-off any Licence Money payable to the Licensor.

**19.13 Statements**

Where any money is payable by the Licensee to the Licensor, the Licensor may, but is under no obligation to do so unless this Licence specifically provides, supply a statement certifying the amount owing by the Licensee and containing such other matters as the Licensor considers relevant, proper or appropriate, which statement will be *prima facie* evidence of the matters stated in the statement. The Licensee will be taken to accept the accuracy of any such statement if no objection is made by it to the Licensor within 14 days of the date of service of such notice.

**19.14 Consent of Licensor**

Where the Licensor's consent or approval is requested or its opinion is to be formed, such consent or approval may be given or withheld and such opinion may be formed absolutely or conditionally in the Licensor's absolute discretion and in each case without giving any reason for the decision unless this Licence expressly provides to the contrary.

**19.15 Lodgement of Caveat**

Neither the Licensee nor any agent or other person on its behalf may lodge a caveat against the Licensed Area without the Licensor's consent and if lodged must be withdrawn immediately at the Licensor's request and for this purpose but at the Licensee's expense, the Licensee appoints the Licensor and its nominee and its substitute jointly and severally to be the true and lawful attorney of the Licensee.

**19.16 Moratorium Not to Apply**

- (a) Unless application is mandatory by law, any present or future statute, ordinance, proclamation, order, regulation or moratorium does not apply to this Licence so as to prejudicially affect any right, power, privilege, remedy or discretion given or accruing to the Licensor under this Licence.
- (b) The Licensee must not, even if entitled to do so by any statute, ordinance, proclamation, order, regulation or moratorium, by any act or omission:
  - (i) impair or reduce directly or indirectly any Licence Fee or other Licence Money payable under this Licence; or
  - (ii) cause or allow to be imposed on the Licensor any liability this Licence imposes on the Licensee.

**19.17 Confidentiality**

The Licensee must keep confidential and not allow, make, or cause any public announcement or other disclosure of or in relation to the terms of this Licence (including any written or oral agreements, negotiations or information in relation to this Licence) without the prior consent of the Licensor. The Licensee's obligation not to make any disclosure or announcement without the Licensor's consent does not apply to disclosures or announcements to the extent that the disclosure or announcement is:

- (a) made to AEMO; or
- (b) required:
  - (i) by law;
  - (ii) by the listing rules of the Australian Stock Exchange; or
  - (iii) for the Licensee to perform its obligations under this Licence.

**19.18 Operation of Indemnities**

- (a) Each indemnity in this Licence survives the expiry or termination of this Licence.
- (b) A party may recover a payment under an indemnity under this Licence before it makes the payment in respect of which the indemnity is given.

**20. Law and Jurisdiction**

**20.1 Governing Law**

This Licence is governed by the law of the State of Victoria.

**20.2 Submission to Jurisdiction**

The parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Licence. For the avoidance of doubt, the parties' submission is limited to such courts as are physically located in the State of Victoria.

**20.3 Service of Process**

Where the party being served is a company, service must take place at the company's registered office for the time being in Victoria, and:

- (a) the Licensor appoints the person nominated in the Reference Schedule, under the heading Notices, to receive service of process in connection with any proceedings, and any process served on that person is taken to be served on the Licensor; and
- (b) the Licensee appoints the person nominated in the Reference Schedule, under the heading Notices, to receive service of process in connection with any proceedings, and any process served on that person is taken to be served on the Licensee.

## REFERENCE SCHEDULE

<b>Licensor</b>	[Licensor]
<b>Licensee</b>	[Licensee]
<b>Licensed Area</b>	Such part of the Land as is hatched on the plan contained in annexure A.
<b>Land</b>	The land in Certificate of Title Volume [*] Folio [*]
<b>Commencement Date</b>	The date the Licensee first occupies the Licensed Area or the Land for the Permitted Use.
<b>Licence Fee</b>	\$0.10 per annum.
<b>Term</b>	[*] years beginning on the Commencement Date.
<b>Encumbrances</b>	[*]
<b>Public Risk Insurance</b>	As determined under clause 8.6.
<b>Further Term(s)</b>	[*] further term(s) of [*] years.
<b>Augmentation Connection Agreement Party</b>	[*]
<b>Notices</b>	The address for service of the Licensor is: Attention: [*] Address: [*] Facsimile: [*] The address for service of the Licensee is: Attention: [*] Address: [*] Facsimile: [*]

## SCHEDULE 1

**Operating Costs**

1. For each year of the Licence ending 30 June, the Licensee must pay, or reimburse, to the Licensor all of the Operating Costs of the Licensed Area for that year in accordance with this schedule 1.
2. **Operating Costs** means the total cost of all outgoings, costs and expenses of the Licensor (plus GST on those outgoings, costs and expenses to the extent that the Licensor does not receive an input tax credit for that GST) properly assessed, charged or chargeable, paid or payable or otherwise incurred on, or in respect of, the Licensed Area, or in the maintenance of the Licensed Area, including:
  - (a) taxes payable in respect of the Licensed Area or in respect of the Licensee's occupancy including all State and Federal land tax (assessed on the basis that the Land is the only land owned by the Licensor in Victoria), but excluding both income tax payable by the Licensor on its income and any capital gains tax or similar tax payable by the Licensor;
  - (b) rates, charges, assessments, duties, levies and fees of any public, municipal, government or statutory body, authority or department charged, imposed or assessed on or in respect of the Licensed Area;
  - (c) insurance premiums in respect of insurance the Licensor reasonably effects in relation to the Land, Licensed Area or the Licensee;
  - (d) charges for or in respect of Services;
  - (e) money payable pursuant to any maintenance contracts, including any comprehensive maintenance contracts taken out by the Licensor in relation to any Services provided in the Licensed Area;
  - (f) cost of removal of all waste and garbage; and
  - (g) cost of repairs and maintenance of the Services.
3. As soon as practicable after 30 June in each year, the Licensor must furnish the Licensee with a statement giving reasonable details of the Operating Costs for the Licensed Area for that year. Except in the case of any error notified by either party to the other within 28 days of the service of the statement on the Licensee, the statement is prima facie evidence as to its contents.
4. Within 28 days of the date on which the Licensor furnishes the Licensee with the statement, the Licensee must pay the full amount of the Operating Costs then unpaid.
5. If the amount of any item in the Operating Costs relates to a period that does not coincide with a period ending on 30 June, for the purposes of calculation of the Operating Costs, the amount of the item to be included in the Operating Costs for the period ending 30 June must be apportioned by reference to the proportion of the period for that item which falls within the period ending 30 June.
6.
  - (a) If the Commencement Date is not 1 July, the Operating Costs payable for the year ending 30 June next following the Commencement Date must be adjusted so that it represents that portion of the Operating Costs which is equivalent to that proportion which the part of the year elapsed bears to the whole year.
  - (b) If the Term ends on a date other than 30 June, the Operating Costs payable for the period commencing on 1 July immediately preceding that date must be adjusted so that it represents that portion of the Operating Costs which is equivalent to that proportion which the part of the year elapsed bears to the whole year.
7. Notwithstanding clause 6 of this schedule 1, the Licensor may from time to time notify the Licensee of the reasonable estimate of the Licensor, of the amount of the anticipated Operating Costs for the then current fee year ending on 30 June. The Licensee must pay the



estimated amount to the Licensor during the year by twelve equal instalments in advance on the days fixed for the payment of the Licence Fee. The Licensor may notify the Licensee of a re-estimate of the Operating Costs the Licensee must pay at any time.

8. If the Operating Costs have been estimated and the Licensee's proportion of the estimate has been paid in advance pursuant to clause 7 of this schedule 1, upon computation of the Operating Costs at the end of the then current fee year and their audit by auditors of the Licensor, any necessary adjustment between the proposed estimated and actual amounts of Operating Costs must be made and any credit to, or further payment by, the Licensee must immediately be allowed or made by or to the Licensor accordingly.
9. If an item of the Operating Costs is assessed in respect of an area that is greater than the Licensed Area, the Licensee's obligations to contribute toward that item is limited to such proportion of that item as is borne by the area of the Licensed Area to the area of the land in respect of which the item is assessed.

**Executed and delivered as a Deed in [\*]**

[Insert appropriate execution clauses]

ANNEXURE A

**Plan of Licensed Area**

ANNEXURE B

**Licence Consent Provisions**

*[NOTE: THE PROVISIONS ARE SUBJECT TO THE SPECIFIC REQUIREMENTS OF THE OWNER IN EACH CASE AND ACCORDINGLY, MAY VARY]*

**Owner:** [\*]  
**Licensor:** Per Reference Schedule  
**Licensee:** Per Reference Schedule

1. The Owner consents to this Licence provided that nothing in this Licence varies, affects or waives any of the obligations of the Licensor to the Owner under the terms of the Licensor's easement over the Owner's Land (*Easement*).
2. The parties acknowledge and agree that, despite any other provision in this Licence, the rights and obligations of the Licensor and Licensee are subject to the terms of the Easement.
3. Where this Licence requires the Licensee to obtain the consent or approval of the Licensor to any matter, the Licensor's consent or approval is subject to the Owner giving its corresponding consent or approval to that matter, if required.
4. The Licensee must pay the reasonable legal costs of the Owner of or incidental to consent being provided by the Owner.

**Executed and delivered as a Deed in [\*]**

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**Planning and Environment Act 1987**  
**BOROONDARA PLANNING SCHEME**  
 Notice of Approval of Amendment  
 Amendment C94

The Minister for Planning has approved Amendment C94 to the Boroondara Planning Scheme.

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

The Amendment rezones land at 616 Glenferrie Road, Hawthorn, from Public Use Zone Schedule 7 to a Business 2 Zone.

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 offices of the Boroondara City Council, 8 Inglesby Road, Camberwell, Victoria 3124.

PETER ALLEN  
 Executive Director  
 Statutory Planning Systems Reform  
 Department of Planning and  
 Community Development

**Planning and Environment Act 1987**  
**EAST GIPPSLAND PLANNING SCHEME**  
 Notice of Approval of Amendment  
 Amendment C79

The Minister for Planning has approved Amendment C79 to the East Gippsland Planning Scheme.

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

The Amendment corrects a drafting error in the Tambo Bluff Restructure Plan 2007 which is included as an incorporated document in the East Gippsland Planning Scheme.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours, at the offices of the East Gippsland Shire Council, 273 Main Street, Bairnsdale.

PETER ALLEN  
 Executive Director  
 Statutory Planning Systems Reform  
 Department of Planning and  
 Community Development

**Planning and Environment Act 1987**  
**GREATER GEELONG PLANNING SCHEME**  
 Notice of Approval of Amendment  
 Amendment C117

The Minister for Planning has approved Amendment C117 to the Greater Geelong Planning Scheme.

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

The Amendment facilitates the realignment of Breakwater Road. It applies a Public Acquisition Overlay to land required for the construction of the road and bridge works and deletes part of the existing Public Acquisition Overlay from land which is not required. The Amendment alters the boundary of the Heritage Overlay and the Environmental Significance Overlay Schedule 2 and amends the schedules to Clause 44.03 Floodway Overlay, Clause 44.04 Land Subject to Inundation Overlay and Clause 52.17 Native Vegetation to ensure all planning approvals are contained in the Amendment.

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 VicRoads South West Region Office, 180 Fyans Street, South Geelong, and at the offices of the City of Greater Geelong, 131 Myers Street, Geelong.

PETER ALLEN  
 Executive Director  
 Statutory Planning Systems Reform  
 Department of Planning and  
 Community Development

**Planning and Environment Act 1987**  
**GREATER GEELONG PLANNING SCHEME**  
 Notice of Approval of Amendment  
 Amendment C210

The Minister for Planning has prepared Amendment C210 to the Greater Geelong Planning Scheme.

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

The Amendment applies the Public Acquisition Overlay 3 (PAO3) to land to enable VicRoads to acquire the land to undertake the realignment of Breakwater Road.

The land affected is part of the land at 31 Tucker Street, Breakwater, and part of the land at 6, 8, 10, 12, 14 Fellmongers Road, Breakwater, and the full extent of 16 Fellmongers Road, Breakwater.

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 offices of the Greater Geelong City Council, 131 Myers Street, Geelong.

PETER ALLEN  
Executive Director  
Statutory Planning Systems Reform  
Department of Planning and  
Community Development

**Planning and Environment Act 1987**

MOIRA PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C48

The Moira Shire Council has resolved to abandon Amendment C48 to the Moira Planning Scheme.

The Amendment proposed to amend Clause 22.05, amend the schedule to clause 52.06, and introduce the Cobram Parking Precinct Plan as an incorporated document.

The Amendment lapsed on 11 November 2009.

PETER ALLEN  
Executive Director  
Statutory Planning Systems Reform  
Department of Planning and  
Community Development

**Planning and Environment Act 1987**

LATROBE PLANNING SCHEME

Notice of Approval of Amendment

Amendment C64

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

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

The Amendment inserts Schedules 5 and 6 into the Design and Development Overlay (DDO) of the Latrobe Planning Scheme and amends planning scheme map 85DDO for the purpose of designating a helicopter flight path protection area for Emergency Medical Service (EMS) helicopters servicing the Latrobe Regional Hospital.

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 offices of the Latrobe City Council, 141 Commercial Road, Morwell.

PETER ALLEN  
Executive Director  
Statutory Planning Systems Reform  
Department of Planning and  
Community Development

## ORDERS IN COUNCIL

### **Crown Land (Reserves) Act 1978** NOTICE OF INTENTION TO REVOKE TEMPORARY RESERVATIONS

Order in Council

The Governor in Council under section 10 of the **Crown Land (Reserves) Act 1978** gives notice of intention to revoke the following temporary reservations:

**BACCHUS MARSH** – The temporary reservation by Order in Council of 22 September 2009 of an area of 2593 square metres of land being Crown Allotment 2009, Township of Bacchus Marsh, Parish of Korkuperrimul as a site for Public purposes. – (2018220)

**TANGAMBALANGA** – The temporary reservation by Order in Council of 24 June 1902 of an area of 4.86 hectares, more or less, of land in the Parish of Tangambalanga as a site for Watering and Camping purposes, revoked as to part by Order in Council of 12 May 1930 so far as the balance remaining. – (Rs 0875)

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

Dated 8 December 2009

Responsible Minister

GAVIN JENNINGS

Minister for Environment and  
Climate Change

TOBY HALLIGAN  
Clerk of the Executive Council

**MORDIALLOC** – The temporary reservation by Order in Council of 29 January 1959 of an area of 1164 square metres, more or less, of land in Section 12, Parish of Mordialloc as a site for Court House purposes. – (Rs 7782)

**NAR-NAR-GOON** – The temporary reservation by Order in Council of 28 August 1962 of an area of 3060 square metres, more or less, of land in the Parish of Nar-nar-noon as a site for Police purposes, revoked as to part by Order in Council of 11 August 1992 so far as the balance remaining containing 2029 square metres, more or less. – (Rs 8159)

**NAR-NAR-GOON** – The temporary reservation by Order in Council of 8 June 1999 of an area of 1031 square metres of land being Crown Allotment 43E, Parish of Nar-nar-noon as a site for Public purposes (Police purposes). – (Rs 8159)

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

Dated 8 December 2009

Responsible Minister

GAVIN JENNINGS

Minister for Environment and  
Climate Change

TOBY HALLIGAN  
Clerk of the Executive Council

### **Crown Land (Reserves) Act 1978** REVOCATION OF TEMPORARY RESERVATIONS

Order in Council

The Governor in Council under section 10 of the **Crown Land (Reserves) Act 1978** revokes the following temporary reservations:

**MORDIALLOC** – The temporary reservation by Order in Council of 17 February 1953 of an area of 749 square metres, more or less, of land in Section 12, Parish of Mordialloc as a site for Police purposes. – (Rs 7069)

**MORDIALLOC** – The temporary reservation by Order in Council of 24 April 1979 of an area of 753 square metres, of land being Crown Allotment 2A, Section 12, Parish of Mordialloc as a site for Public Buildings. – (Rs 7069)

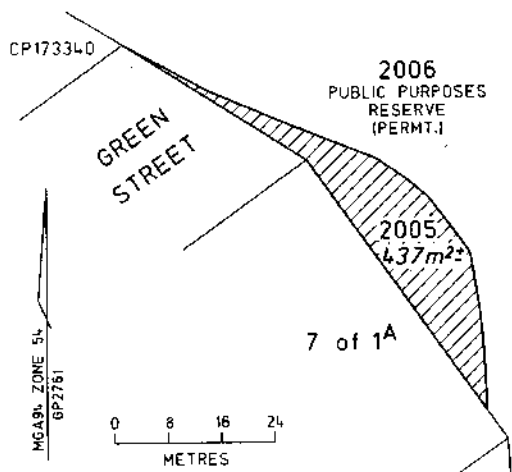
### **Crown Land (Reserves) Act 1978** TEMPORARY RESERVATION OF CROWN LANDS

Order in Council

The Governor in Council under section 4(1) of the **Crown Land (Reserves) Act 1978** temporarily reserves the following Crown lands which in his opinion are required for the purposes mentioned:–

MUNICIPAL DISTRICT OF THE  
CENTRAL GOLDFIELDS SHIRE COUNCIL

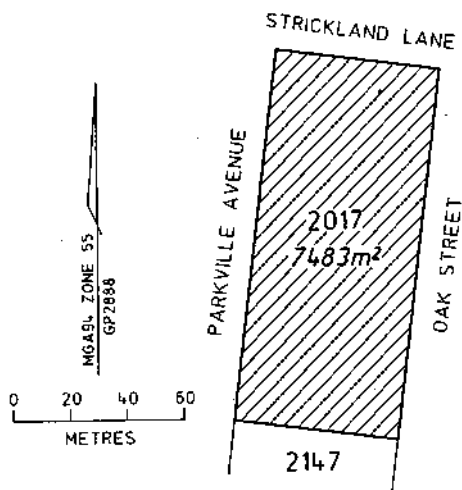
**CARISBROOK** – Public purposes, area 437 square metres, more or less, being Crown Allotment 2005, Township of Carisbrook, Parish of Carisbrook as indicated by hatching on plan GP2761 hereunder. – (GP2761) – (0615777)



**GP 2761**

MUNICIPAL DISTRICT OF THE CITY OF MELBOURNE

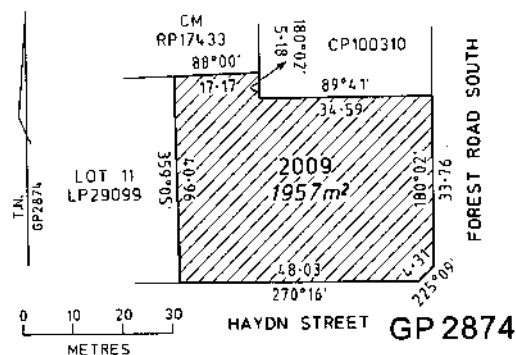
JIKA JIKA – Public purposes (mental health purposes), area 7483 square metres, being Crown Allotment 2017, Parish of Jika Jika as indicated by hatching on plan GP2888 hereunder. – (GP2888) – (2018159)



**GP 2888**

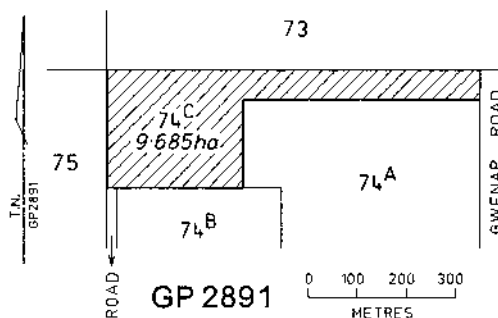
MUNICIPAL DISTRICT OF THE GREATER GEELONG CITY COUNCIL

MORANGHURK – Public purposes (Police purposes), 1957 square metres, being Crown Allotment 2009, Parish of Moranghurk as indicated by hatching on plan GP2874 hereunder. – (GP2874) – (2018329)



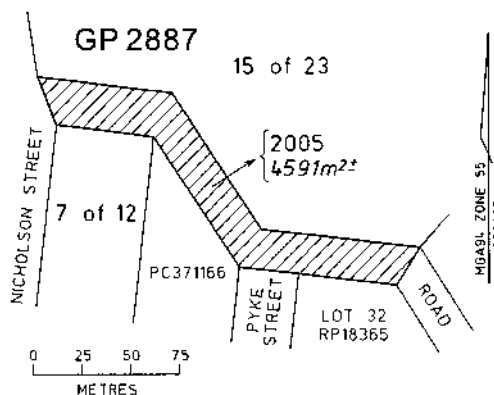
MUNICIPAL DISTRICT OF THE NORTHERN GRAMPAINS SHIRE COUNCIL

WIRCHILLEBA – Conservation of an area of natural interest, area 9.685 hectares, being Crown Allotment 74C, Parish of Wirchilleba as indicated by hatching on plan GP2891 hereunder. – (GP2891) – (02P024444)



MUNICIPAL DISTRICT OF THE MACEDON RANGES SHIRE COUNCIL

WOODEND – Public Recreation, area 4591 square metres, more or less, being Crown Allotment 2005, Township of Woodend, Parish of Woodend as indicated by hatching on plan GP2887 hereunder. – (GP2887) – (0703936)





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

Dated 8 December 2009

Responsible Minister

GAVIN JENNINGS

Minister for Environment and  
Climate Change

TOBY HALLIGAN  
Clerk of the Executive Council

### Land Act 1958

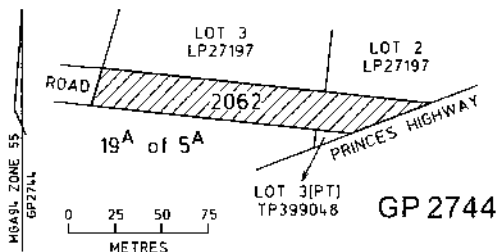
#### CLOSURE OF UNUSED ROAD

Order in Council

The Governor in Council under section 349 of the **Land Act 1958** and with the concurrence in writing of the municipality in which the road is situated and the owners of land adjoining the road closes the following unused road:

MUNICIPAL DISTRICT OF THE  
BRIMBANK CITY COUNCIL

CUT-PAW-PAW – The road in the Parish of Cut-paw-paw being Crown Allotment 2062 as indicated by hatching on plan GP2744 hereunder.  
– (GP2744) – (12L12–1835)



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

Dated 8 December 2009

Responsible Minister

GAVIN JENNINGS

Minister for Environment and  
Climate Change

TOBY HALLIGAN  
Clerk of the Executive Council

### Planning and Environment Act 1987

#### EXEMPTION FOR THE MINISTER FOR SKILLS AND WORKFORCE PARTICIPATION FROM THE NEED TO COMPLY WITH PLANNING SCHEMES

Order in Council

The Governor in Council, under section 16 of the **Planning and Environment Act 1987**, on the recommendation of the Minister for Planning, directs that planning schemes shall not be binding on the use or development of land carried out by or on behalf of the Minister for Skills and Workforce Participation.

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

Dated 8 December 2009

Responsible Minister

JUSTIN MADDEN MLC

Minister for Planning

TOBY HALLIGAN  
Clerk of the Executive Council

**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:

144. *Statutory Rule:* Supreme Court (Chapter I Amendment No. 16) Rules 2009

*Authorising Act:* Supreme Court Act 1986

*Date first obtainable:* 7 December 2009  
*Code B*

145. *Statutory Rules:* Supreme Court (Criminal Procedure Further Amendment) Rules 2009

*Authorising Act:* Supreme Court Act 1986  
Criminal Procedure Act 2009

*Date first obtainable:* 7 December 2009  
*Code A*

146. *Statutory Rule:* Supreme Court (Evidence Amendments) Rules 2009

*Authorising Act:* Supreme Court Act 1986

*Date first obtainable:* 7 December 2009  
*Code A*

147. *Statutory Rule:* Travel Agents Amendment Regulations 2009

*Authorising Act:* Travel Agents Act 1986

*Date first obtainable:* 8 December 2009  
*Code A*

148. *Statutory Rule:* Fair Trading Amendment Regulations 2009

*Authorising Act:* Fair Trading Act 1999

*Date first obtainable:* 8 December 2009  
*Code A*

149. *Statutory Rule:* Greenhouse Gas Geological Sequestration Regulations 2009

*Authorising Act:* Greenhouse Gas Geological Sequestration Act 2008

*Date first obtainable:* 8 December 2009  
*Code C*

150. *Statutory Rule:* Greenhouse Gas Geological Sequestration (Exemption) Regulations 2009

*Authorising Act:* Greenhouse Gas Geological Sequestration Act 2008

*Date first obtainable:* 8 December 2009  
*Code A*

151. *Statutory Rule:* Electricity Safety (Cathodic Protection) Regulations 2009

*Authorising Act:* Electricity Safety Act 1998

*Date first obtainable:* 8 December 2009  
*Code B*

152. *Statutory Rule:* Environment Protection (Scheduled Premises and Exemptions) Amendment Regulations 2009

*Authorising Act:* Environment Protection Act 1970

*Date first obtainable:* 8 December 2009  
*Code A*

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