



# **Victoria Government Gazette**

By Authority of Victorian Government Printer

**No. G 52 Thursday 29 December 2011**

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**GENERAL**

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As from 29 December 2011

The last Special Gazette was No. 433 dated 28 December 2011.

The last Periodical Gazette was No. 1 dated 14 June 2011.

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**How To Submit Copy**

- 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)
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**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)  
NEW YEAR WEEK 2012**

**Please Note:**

The Victoria Government Gazette (General) for New Year week (G1/12) will be published on **Thursday 5 January 2012**.

**Copy deadlines:**

Private Advertisements **9.30 am on Friday 30 December 2011**

Government and Outer

Budget Sector Agencies Notices **9.30 am on Tuesday 3 January 2012**

**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

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**VICTORIA GOVERNMENT GAZETTE**

**Subscribers and Advertisers**

**Our contact details are as follows:**

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

JENNY NOAKES  
Government Gazette Officer

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**PRIVATE ADVERTISEMENTS**

Re: Estate of LYNETTE NANCY ANDREA, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 August 2011, are required by the trustee, Glenda Irene Millin of care of Beck Legal, 165–171 Hargreaves Street, Bendigo, Victoria, to send particulars to the trustee by 16 March 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

BECK LEGAL PTY LTD, solicitors,  
165–171 Hargreaves Street, Bendigo 3550.

MICHAEL JOHN CUMMINGS  
GATEHOUSE, late of 85 Broadway,  
Camberwell, Victoria, solicitor, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 September 2011, are required by the executor, Catherine Jane Belcher, to send particulars to her, care of the undersigned, by a date not later than two months from the date of publication hereof, after which date she may convey or distribute the assets, having regard only to the claims of which she then has notice.

DAVID DAVIS & ASSOCIATES, solicitors,  
Suite 4, 368 George Street, Fitzroy,  
Victoria 3065.

Re: MONICA AZZOPARDI, late of 1  
Howson Place, Roxburgh Park, Victoria, security  
officer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 August 2011, are required by the trustees, Justin Paul Azzopardi and Lee Donovan Azzopardi, 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.

Re: Estate of MARGARET MARSHALL  
WILSON, late of Seaview Manor, Tareeda Way,  
Ocean Grove, Victoria, retired dressmaker,  
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 August 2011, are required by the trustees, Gregory Keith Wilson and Alan Fergus Wilson, to send particulars to the trustees, in care of the undersigned, by 2 March 2012, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

DWYER & WILLETT LAWYERS PTY LTD,  
82 The Avenue (PO Box 653), Ocean Grove,  
Victoria 3226.

Re: JOSIP ALESKOVIC, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 March 2011, are required by the trustee, Jure Hecimovic, pensioner, care of Eric Faulkner, solicitor, 12 Aberdeen Street, Geelong, Victoria, to send particulars to the trustee by 1 March 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

ERIC FAULKNER, solicitor,  
12 Aberdeen Street, Geelong 3220.

Re: OLIVE JOAN PEARSON, late of  
‘Bantry’, 258 Belgrave–Hallam Road, Narre  
Warren North, Victoria, spinster, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 April 1992, are required by the trustees, William John Rowson and Susan Joan Herbert, care of Gadens Lawyers, 62 Robinson Street, Dandenong 3175, to send particulars to the trustees by 28 February 2012, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

GADENS LAWYERS,  
62 Robinson Street, Dandenong 3175.

Re: MAVIS IRENE RUBY OLNEY,  
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 September 2011, are required by the trustees, Raymond Francis Olney and

Graham William Olney, to send particulars to them, care of the undersigned, by 6 March 2012, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

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Re: KENNETH ALFRED TAYLOR,  
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 July 2011, are required by the trustees, Beryl Florence Taylor, Jason David Taylor and Kenneth Harry Jones, to send particulars to the trustees, care of their undermentioned solicitors, by 28 February 2012, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

HALL & WILCOX, solicitor,  
Level 30, 600 Bourke Street, Melbourne 3000.

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#### **Trustee Act 1958**

#### **SECTION 33 NOTICE**

#### **Notice to Claimants**

MARGARET JOAN HOUGHTON, late of Hamble Court, 108 Martin Street, Brighton, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 July 2011, are required by Equity Trustees Limited of Level 2, 575 Bourke Street, Melbourne, the executor of the estate of the deceased, to send particulars of their claims to it, care of the undermentioned solicitor, by 2 March 2012, after which date the executor may convey or distribute the assets, having regard only to the claims of which it then has notice.

HUNT & HUNT, lawyers,  
Level 26, 385 Bourke Street, Melbourne,  
Victoria 3000.  
Ref. 9547721

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Re: DOROTHY WINIFRED MELVILLE,  
late of Domain by the Bay Aged Care Facility,  
185 Racecourse Road, Mt Martha, Victoria,  
home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 August 2011, are required by the trustee, Robert Dale Melville, to send particulars to the undermentioned solicitors by 27 February 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

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Re: MASMI FRANCES DAVIS, late of  
Room 114, Mount Martha Valley Lodge, 130  
Country Club Drive, Safety Beach, Victoria,  
home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 July 2011, are required by the trustee, Peter Lee Tong Ng, to send particulars to the undermentioned solicitors by 27 February 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

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Re: MYRTLE SOPHIA CROUCH, late of  
37 Joy Parade, Noble Park, Victoria, widow,  
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 June 2011, are requested by the trustee to send particulars of their claim to her at the office of her solicitors, John Burgess & Co., solicitors, 255 Springvale Road, Springvale, Victoria 3171, by 1 March 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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KEITH RAYMOND WEBB, late of 63  
Dempsey Street, Wycheproof, Victoria 3527,  
retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 20 July 2011, are required by the executor/s, John Castley Webb, to send particulars of their claims to him, care of the

undermentioned solicitor, within two months of the date of publication of this notice, after which date the executor/s may convey or distribute the assets, having regard only to the claims of which they then have notice.

KAREN LEE PROBST, solicitor,  
116 Napier Street, St Arnaud 3478.

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EDWARD FRANK SWIFTE, late of Unit 3, 8 Collins Street, Mentone, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 December 2010, are required by the executors, Anne Young, Andrea Kathleen Swifte and Melanie Barbara Jamieson, to send particulars to them, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

LYTTLETONS, solicitors,  
53 Marcus Road Dingley 3172.

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Re: DOROTHY BARBARA HAWDON, late of Regis McKinley House Aged Care, 607–613 Dandenong Road, Armadale, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 September 2011, are required by the trustees, Brian William Hawdon and John King Nixon, to send particulars to the trustees, care of the undermentioned solicitors, by 9 March 2012, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

MAHONS with Yuncken & Yuncken, solicitors,  
178 Whitehorse Road, Blackburn 3130.  
CD:2112133

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Re: ANNE-MARIE JENSEN, late of 5 Hospital Street, Wedderburn, Victoria 3518, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 29 March 2011, are required by the executor, Rebecca Buschmann, care of Radford Legal, 14 Napier Street, St Arnaud, Victoria 3478, to send particulars of their claim to her by 16 March 2012, after which

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

RADFORD LEGAL, barristers and solicitors,  
14 Napier Street, St Arnaud, Victoria 3478.

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Re: RODERICK JAMES THOMSON, late of 370 Seymour Road, Nar Nar Goon, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 December 2011, are required by the trustee, Michael Stansmore Bishop of 2 Argyle Court, Pakenham, in the State of Victoria, to send particulars to the trustee by 29 February 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

RYAN CARLISLE THOMAS, lawyers,  
41 Robinson Street, Dandenong, Victoria 3175.

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Creditors, next-of-kin and others having claims in respect of the Will of DJURO JOVANOVIĆ, late of 50 Pickett Street, Footscray, in the State of Victoria, deceased, who died on 5 July 2011, are requested to send particulars of their claims to the executors, Daniela Jovanovic and Mirko Robert Jovanovic, care of the undermentioned legal practitioner, by 27 February 2012, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

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

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MAVIS MYRTLE CHAPMAN, late of 3 Brine Street, Hughesdale, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 31 October 2011, are required to send particulars of their claims to the executors, Gary Alan Chapman and Janice Anne Chapman, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which date the said executors will distribute the assets, having regard only to the claims of which they then have notice.

T. J. MULVANY & CO., lawyers,  
Suite 5.01, Level 5, 45 William Street,  
Melbourne 3000.

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## SALE BY THE SHERIFF

On Thursday 1 March 2012 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Dalton Anthony Grant and Anastazia Grant of Apartment 225, 539 St Kilda Road, Melbourne, joint proprietors of an estate in fee simple in the land described on Certificate of Title Volume 10990 Folio 845 upon which is erected an apartment known as Apartment 225, 539 St Kilda Road, Melbourne.

Registered Mortgage (Dealing No. AG993113V) Agreement Section 173 **Planning and Environment Act 1987** (Dealing No. AE408732C) and Owners Corporation 1 Plan No. PS526704E Owners Corporation 2 Plan No. PS526704E affect the said estate and interest.

Terms – Full payment at fall of the hammer. Cash/Eftpos (Debit Cards only), bank cheque or solicitors trust account cheque. No Credit Cards.

There are no exceptions to these terms.

Contact Sheriff's Asset Administration Services on (03) 9947 1539 or realestatesalessection@justice.vic.gov.au for enquiries.

SHERIFF

## SALE BY THE SHERIFF

On Thursday 1 March 2012 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Joshua James Rogerson Hayne of Unit 6, 274 Nepean Highway, Seaford, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 10048 Folio 920 upon which is erected a unit known as Unit 6, 274 Nepean Highway, Seaford.

Registered Caveat (Dealing No. AH826267U) and Owners Corporation Plan No. PS309448H affect the said estate and interest.

Payment Terms – Full payment at fall of hammer. Cash/Eftpos (Debit Cards only), bank cheque or solicitors trust account cheque. No Credit Cards.

There are no exceptions to these terms.

Contact Sheriff's Asset Administration Services on (03) 9947 1539 or realestatesalessection@justice.vic.gov.au for enquiries.

SHERIFF

## SALE BY THE SHERIFF

On Thursday 1 March 2012 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Narelle Christine Winduss of 13 Cabarita Court, Corio, sole proprietor of an estate in fee simple in the land described in Certificate of Title Volume 09665 Folio 585 upon which is erected a dwelling known as 13 Cabarita Court, Corio.

Registered Mortgage (Dealing No. AD687985S) and Covenant No. M350570A, affect the said estate and interest.

Payment Terms – Full payment at fall of the hammer. Cash/Eftpos (Debit Cards only), bank cheque or solicitors trust account cheque. No Credit Cards.

There are no exceptions to these terms.

Contact Sheriff's Asset Administration Services on (03) 9947 1539 or realestatesalessection@justice.vic.gov.au for enquiries.

SHERIFF

## SALE BY THE SHERIFF

On Thursday 1 March 2012 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Tevita Vaai of 4 Tesron Court, Werribee, as shown on Certificate of Title as Tevita Tali Vaai, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 09334 Folio 038 upon which is erected a dwelling known as 4 Tesron Court, Werribee.

Registered Mortgage (Dealing No. AE657409S) affects the said estate and interest.

Payment Terms – Full payment at fall of hammer. Cash/Eftpos (Debit Cards only), bank cheque or solicitors trust account cheque. No Credit Cards.

There are no exceptions to these terms.

Contact Sheriff's Asset Administration Services on (03) 9947 1539 or [realestatesalessection@justice.vic.gov.au](mailto:realestatesalessection@justice.vic.gov.au) for enquiries.

SHERIFF

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#### SALE BY THE SHERIFF

On Thursday 1 March 2012 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Charles Stanley Mydlak of Unit 3, 109 Wilson Street, Princess Hill, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 08787 Folio 289 upon which is erected a unit known as Unit 3, 109 Wilson Street, Princess Hill.

Owners Corporation Plan No. RP001222 affects the said estate and interest.

Payment Terms – Full payment at fall of hammer. Cash/Eftpos (Debit Cards only), bank cheque or solicitors trust account cheque. No Credit Cards.

There are no exceptions to these terms.

Contact Sheriff's Asset Administration Services on (03) 9947 1539 or [realestatesalessection@justice.vic.gov.au](mailto:realestatesalessection@justice.vic.gov.au) for enquiries.

SHERIFF

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**GOVERNMENT AND OUTER BUDGET  
SECTOR AGENCIES NOTICES****BAW BAW SHIRE COUNCIL****Notice of Intention to Amend a Local Law – Community Local Law 2008**

Notice is given pursuant to section 119(3) of the **Local Government Act 1989** that Baw Baw Shire Council, at its ordinary meeting held on Wednesday 14 September 2011, resolved to investigate an amendment to the Community Local Law 2008 and therefore invites public submissions in accordance with section 223 of the Act.

The proposed amendment is to:

- ensure that dogs are controlled in public areas via leash; and
- designated off leash zones are provided.

A copy of the current Local Law may be viewed online at [www.bawbawshire.vic.gov.au](http://www.bawbawshire.vic.gov.au), or viewed at one of our Customer Service Centres during business hours. Any person affected by this proposed amendment may, pursuant to section 223 of the Act, lodge a formal written submission on or before 5.00 pm Friday 24 February 2012, to the Chief Executive Officer, Baw Baw Shire Council, PO Box 304, Warragul, Victoria 3820.

Any person who has made a written submission to the Council and requested in their submission that they be heard in support of their submission is entitled to appear in person, or may be represented by a person acting on their behalf at a meeting of the Council. It should be noted that Council must make available to the public, upon request, details of all submissions made including details of the person(s) making the submission. Persons wishing to speak to their submission must advise in writing that they wish to do so by no later than 5.00 pm on Friday 24 February 2012.

**BAW BAW SHIRE COUNCIL****Notice of Intention to Adopt a Policy affecting a Local Law – Community Local Law 2008**

Notice is given pursuant to section 119(3) of the **Local Government Act 1989** that Baw Baw Shire Council, at its ordinary meeting held on Wednesday 26 October 2011, resolved to invite public submissions in accordance with section 223 of the Act regarding its intention to adopt a policy that will affect a Local Law – Community Local Law 2008, being a Footpath Trading Policy.

The purpose of this policy is to:

- create 3 separate zones to balance the needs of legislation, vibrant retail precincts, community safety and enjoyment of public spaces; and
- become an attachment to the current Local Law.

A copy of the proposed policy may be viewed online at [www.bawbawshire.vic.gov.au](http://www.bawbawshire.vic.gov.au), or viewed at one of our Customer Service Centres during business hours. Any person affected by this proposed policy may, pursuant to section 223 of the Act, lodge a formal written submission on or before 5.00 pm Friday 24 February 2012, to the Chief Executive Officer, Baw Baw Shire Council, PO Box 304, Warragul, Victoria 3820.

Any person who has made a written submission to the Council and requested in their submission that they be heard in support of their submission is entitled to appear in person, or may be represented by a person acting on their behalf at a meeting of the Council. It should be noted that Council must make available to the public, upon request, details of all submissions made including details of the person(s) making the submission. Persons wishing to speak to their submission must advise in writing that they wish to do so by no later than 5.00 pm on Friday 24 February 2012.

**Land Acquisition and Compensation Act 1986**

FORM 7

S. 21(a)

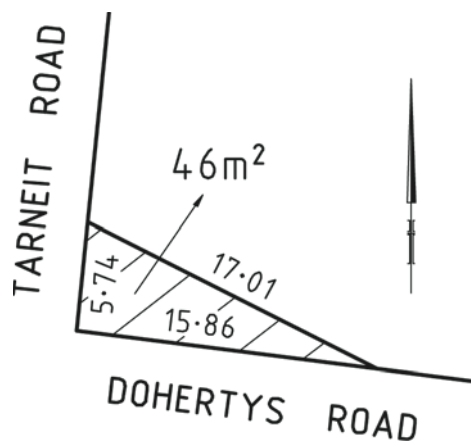
Reg. 16

## Notice of Acquisition

## Compulsory Acquisition of Interest in Land

Wyndham City Council declares that by this notice it acquires an interest in fee simple over the 46 square metre parcel of land shown hatched on the plan below, being part of the land contained in Certificate of Title Volume 10092, Folio 073.

**Interest Acquired:** That of Lee Ming Investments Pty Ltd.



Published with the authority of Wyndham City Council.

Dated 29 December 2011

For and on behalf of Wyndham City Council  
Signed KERRY THOMPSON  
Chief Executive Officer

**Land Acquisition and Compensation Act 1986**

FORM 7

S. 21(a)

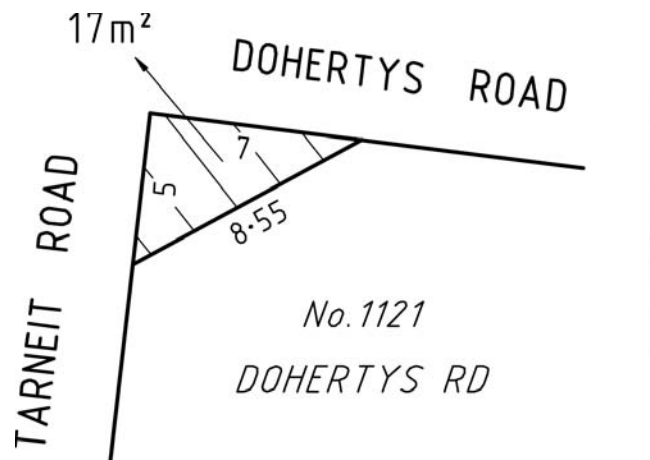
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Wyndham City Council declares that by this notice it acquires an interest in fee simple over the 17 square metre parcel of land shown hatched on the plan below, being part of the land contained in Certificate of Title Volume 9449, Folio 296.

**Interest Acquired:** That of Walter Dalton.



Published with the authority of Wyndham City Council.

Dated 29 December 2011

For and on behalf of Wyndham City Council

Signed KERRY THOMPSON

Chief Executive Officer

**Land Acquisition and Compensation Act 1986**

FORM 7

S. 21(a)

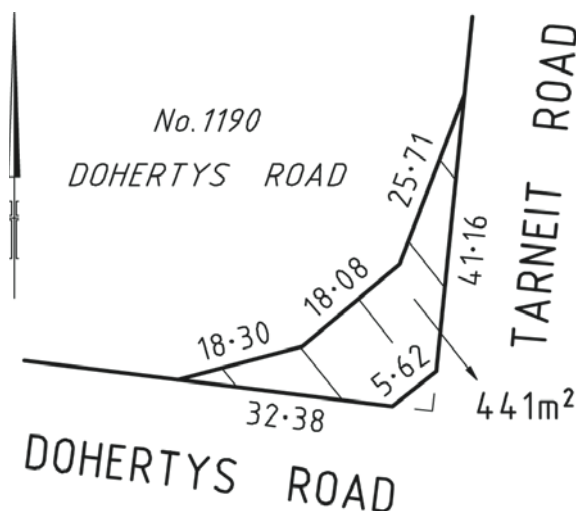
Reg. 16

## Notice of Acquisition

## Compulsory Acquisition of Interest in Land

Wyndham City Council declares that by this notice it acquires an interest in fee simple over the 441 square metre parcel of land shown hatched on the plan below, being part of the land contained in Certificate of Title Volume 8954, Folio 162.

**Interest Acquired:** That of William Sheekit Louey.



Published with the authority of Wyndham City Council.

Dated 29 December 2011

For and on behalf of Wyndham City Council  
Signed KERRY THOMPSON  
Chief Executive Officer

**Land Acquisition and Compensation Act 1986**

FORM 7

S. 21(a)

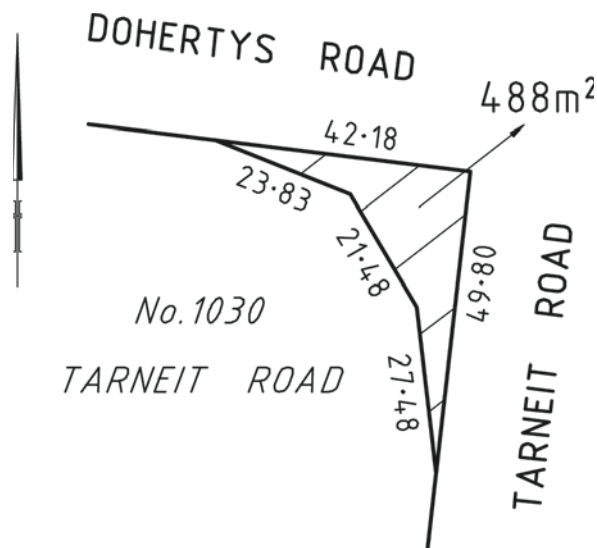
Reg. 16

## Notice of Acquisition

## Compulsory Acquisition of Interest in Land

Wyndham City Council declares that by this notice it acquires an interest in fee simple over the 488 square metre parcel of land shown hatched on the plan below, being part of the land contained in Certificate of Title Volume 10470, Folio 800.

**Interest Acquired:** That of Delfire Investments Pty Ltd.



Published with the authority of Wyndham City Council.

Dated 29 December 2011

For and on behalf of Wyndham City Council  
Signed KERRY THOMPSON  
Chief Executive Officer

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, of 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 27 February 2012, 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.

AKIE, Leah Margaret, late of 151 Mary Street, Richmond, Victoria 3121, retired, deceased, who died on 3 October 2011.

BOGIE, Matthew Scott, late of 36 Menzies Drive, Burnside Heights, Victoria 3023, fitter, deceased, who died on 4 August 2011.

BUTTINGER, Herbert, late of Bambra House Nursing Home, 5 Bambra Road, Caulfield North, Victoria 3161, pensioner, deceased, who died on 10 July 2011.

CAROLLO, Freda Mary, formerly of 57 The Esplanade, Ocean Grove, Victoria 3226, but late of Brunswick House Aged Care, 95–109 Davies Street, Brunswick, Victoria 3056, deceased, who died on 8 September 2011.

DEMETRIOU, Rebecca, late of Blue Cross Yarralea, 48 Sackville Street, Kew, Victoria 3101, retired, deceased, who died on 13 July 2011.

DWYER, Marie Therese, late of Vasey Aged Care, 709–723 Hawthorn Road, Brighton East, Victoria 3187, typist, deceased, who died on 5 September 2011.

KAHRAU, Annemarie Gertrud Ingeborg, late of Templer Home for the Aged, 41 Elizabeth Street, Bayswater, Victoria 3153, retired, deceased, who died on 4 August 2011.

TVRDORIJEKA, Vlado, late of 1/1 Foster Street, Noble Park 3174, deceased, who died on 23 June 2011.

WHEELDON, Valerie Suzanne, late of Willow Lodge Caravan Park, 1 Wingara Court, Bangholme, Victoria 3175, pensioner, deceased, who died on 15 July 2011.

WILSON, John Samuel, late of Regis Macleod, 118 Somers Avenue, Macleod, Victoria 3085, driver, deceased, who died on 14 June 2011.

Dated 19 December 2011

ROD SKILBECK  
Manager  
Client 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, of 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 7 March 2012, 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.

ADCOCK, Norma Estelle, late of Unit 15, 37 Railway Crescent, Romsey, Victoria 3434, pensioner, deceased, who died on 16 September 2011.

AGATE, Jo Vera, late of Grace McKeller Centre, 45 Ballarat Road, Geelong, Victoria 3220, pensioner, deceased, who died on 8 September 2011.

COEN, Katharina, formerly of Unit 53, Rosebank Village, Sebastopol, Victoria 3356, but late of Casey Aged Care, 300 Golf Links Road, Narre Warren, Victoria 3805, retired, deceased, who died on 4 September 2011.

DE CHAZAL, Michel Gerard Peter, late of Unit 7, 555 Main Street, Mordialloc, Victoria 3195, engineer, deceased, who died on 3 August 2011.

DENNIS, Roland, late of Unit 47, 1325 Frankston Dandenong Road, Carrum Downs, Victoria 3201, deceased, who died on 3 September 2011.

GRAY, Patricia Ann Fay, also known as Patricia Ann Fay Rogers, late of 2 Scott Street, Sunbury, Victoria 3429, process worker, deceased, who died on 17 September 2011.

JACKSON, Herbert William, formerly of Unit 85, 431 St Kilda Road, Melbourne, Victoria 3004, but late of Vasey Brighton East, 709–723 Hawthorn Road, Brighton East, Victoria 3187, administration officer, deceased, who died on 24 September 2011.

McDONALD, Elizabeth Kathleen June, late of 1 Faraday Street, Taradale, Victoria 3447, deceased, who died on 3 June 2010.

MORGANS, Robert Phillip, late of Flat 2, 45 Davies Street, Brunswick, Victoria 3056, deceased, who died on 19 September 2011.

O'DONNELL, Frank, formerly of 9 Woollahra Avenue, Noble Park, Victoria 3174, but late of Noble Manor, 33 Frank Street, Noble Park, Victoria 3174, retired, deceased, who died on 10 September 2011.

SEALE, Doreen Florence, late of Unit 4, 21 Sherbrook Avenue, Ringwood, Victoria 3134, bookkeeper, deceased, who died on 5 September 2011.

WILSON, Catherine Mary, late of Unit 8, 37 Northcote Avenue, Caulfield North, Victoria 3161, retired, deceased, who died on 31 July 2011.

Dated 28 December 2011

STEWART MACLEOD  
Manager  
Client Services

#### EXEMPTION

Application No. A314/2011

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Riding for the Disabled Association of Victoria (the applicant). The application for exemption is to enable the applicant, through its coaches, to refuse to allow a person to ride the applicant's horses if the coach believes that to ride would be unsafe for either rider or horse (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavit of Edwina Narain, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 44 and 182, of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption the Tribunal noted:

- The applicant is funded through the Department of Sport and Recreation for \$50,000. It otherwise relies on fundraising, donations and grants for its operating revenue.
- The applicant operates 37 centres throughout the state where horse riding is offered. The applicant has two full-time staff members and one part-time employee. Otherwise it relies on volunteers which number in excess of 800.

- A person's weight, height, balance or age, or a horse's weight, condition, size or build may create an unsafe riding condition for the rider, the horse, or the volunteer side walkers. The applicant needs to ensure the safety of rider, horse and volunteer staff. Where appropriate the applicant has regard to medical information provided by prospective riders as to their physical capacity to ride safely.

- A previous exemption was granted to the applicant which expired on 1 November 2011 (A296/2008). No exception or current exemption already applies to the exempt conduct and in the absence of an exemption the exempt conduct would amount to prohibited discrimination.

- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the **Charter of Human Rights and Responsibilities Act 2006** (Charter). Arguably, this exemption limits the right to equality and in particular the right to equal and effective protection against discrimination of potential riders who cannot participate because a coach determines it would not be safe for the rider, horse or volunteer staff member to do so. I am satisfied that, in the circumstances, the limit imposed by this exemption is reasonable and justified under the Charter.

The Tribunal hereby grants an exemption from the operation of sections 44 and 182 of the Act to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 4 January 2017.

Dated 21 December 2011

A. DEA  
Member

#### EXEMPTION

Application No. A344/2011

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Wilson Transformer Co. Pty Ltd (the applicant). The application for exemption is to enable the applicant to advertise for and employ only a female in the role of Female Trainer (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavits of Peter Shane Clark, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 16, 18, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption the Tribunal noted:

- The applicant is Australia's largest manufacturer of power and distribution transformers. Its manufacturing operations are based in Wodonga and at that site it currently has 294 employees, of whom 59 are female, that is 20%. At that site at present the applicant has a total of 205 employees in some form of training. That training covers areas such as traditional apprenticeships such as electricians, fabricators, and mechanical fitters. The applicant also provides certified training in the metals and engineering standards. Approximately 22% of those undergoing training are female. The applicant currently employs two male trainers.
- The applicant wishes to appoint a female trainer to provide training at the Wodonga site. It wishes to do so for two reasons: to maintain gender balance with the training staff consistent with the gender ratios of the overall staff; and to promote equal employment opportunities within the community.
- No exception or current exemption already applies to the exempt conduct and in the absence of an exemption the exempt conduct would amount to prohibited discrimination.
- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the **Charter of Human Rights and Responsibilities Act 2006** (Charter). Arguably, this exemption limits the right to equality and in particular the right to equal and effective protection against discrimination of males who would wish to be employed in the additional transfer role. I am satisfied that, in the circumstances discussed above, the limit imposed by this exemption is reasonable and justified under the Charter.

The Tribunal hereby grants an exemption from the operation of sections 16, 18, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 4 January 2017.

Dated 21 December 2011

A. DEA  
Member

### EXEMPTION

Application No. A346/2011

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Heidelberg Training & Resource Centre Inc. (the applicant). The application for exemption is to enable the applicant to advertise for and employ only males in the role of mentors in its youth mentoring program (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavits of Rachael Scoble, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 16, 18, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption the Tribunal noted:

- The applicant organisation is a not-for-profit entity which has operated for 35 years providing workplace and classroom accredited training, youth programs, apprenticeship and trainee programs and community programs. The applicant, through a trading entity, e-focus, operates Battalion, a program which seeks to provide male role models and mentors for young people who do not have a father or significant male in their lives. Battalion is currently funded through the Nillumbik Council's youth development grant and from applicant funds.
- At present, the program has only one paid position and two unpaid positions. The current male mentors are volunteers and no exemption is required under the Act. However, if further funding becomes available, the applicant wishes to advertise for and employ males as paid mentors. Hence this application.



- Young people are matched to mentors through a process which includes an interview to determine if the young person and mentor are compatible and share interests such as musical instruments or other activities.
- No exception or current exemption already applies to the exempt conduct and in the absence of an exemption the exempt conduct would amount to prohibited discrimination.
- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the **Charter of Human Rights and Responsibilities Act 2006** (Charter). Arguably, this exemption limits the right to equality and in particular the right to equal and effective protection against discrimination of females who would wish to be employed in the mentor roles. I am satisfied that, in the circumstances discussed above, the limit imposed by this exemption is reasonable and justified under the Charter.

The Tribunal hereby grants an exemption from the operation of sections 16, 18, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 4 January 2017.

Dated 21 December 2011

A. DEA  
Member

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INTERIM CREDITING RATE FOR  
STATE SUPERANNUATION FUND FROM  
22 DECEMBER 2011

For the purposes of the sub-sections 46(1) and 58(1) of the **State Superannuation Act 1988**, sub-section 35(1) of the **Transport Superannuation Act 1988** and sub-section 37(1) of the **State Employees Retirement Benefits Act 1979**, the Emergency Services Superannuation Board has determined an annual rate of 7.62% to be applied as an interim crediting rate on exits on or after 22 December 2011.

PETER LAITY  
GM Investments

**Aboriginal Lands Act 1970**

SUB-SECTION 23C(2)

Whereas, in accordance with the provisions of sub-section 23C(2) of the **Aboriginal Lands Act 1970**, the Minister for Aboriginal Affairs may extend the period of appointment of an Administrator of the Lake Tyers Aboriginal Trust.

I, Jeanette Powell, Minister for Aboriginal Affairs, hereby extend the appointment of the following person as Administrator of the Lake Tyers Aboriginal Trust. This extension of appointment applies for a period of three (3) months, unless revoked sooner, from 7 January 2012.

Mr Simon Wallace-Smith of Deliotte, 550 Bourke Street, Melbourne, Victoria 3001.

Dated 29 December 2011

JEANETTE POWELL  
Minister for Aboriginal Affairs

**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 to the following persons 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**.

Names:

Ms Carmel Hussey

Ms Aisling Kendlin

KEITH SMITH  
Manager Children, Youth and Families  
Southern Metropolitan Region

**Associations Incorporation Act 1981**

SUB-SECTION 36E(5)

Notice is hereby given that the incorporation of the associations mentioned below is cancelled in accordance with section 36E(5) of the **Associations Incorporation Act 1981**.

Australian Public Safety League Inc.; Mount Eliza Community Association Inc.; The Olinda Village Promotion Association Inc.; South Malvern Park Tennis Club Inc.; Rich River

Baseball Club Inc.; Lyndos Boxing and Fitness Inc.; Melton Central Pre-School Inc.; Casey Roads & Infrastructure Group Inc.; Australasian Medical and Clinical Laser Association Inc.; Hotel Motel and Accommodation Association of Victoria Inc.; Victorian Furnishing Industry Training Board Inc.; Bright and District Kindergarten Inc.; Family Matters—Life Strategy Centre Inc.; Docklands Marketing Association Inc.; FX Eagles Inc.; Panton Hill Community Child Care Association Inc.; Christian Church of the King of Glory Inc.; J & P Cam Recreation Reserve Committee Inc.; Salvadorian Australian Association Inc.; The Probus Club of Brighton North Inc.; Catholic All Schools Inc.; P.L.C (Preston Lalor Coburg) Inc.; Murrayville and District Arts and Crafts Council Inc.; The Q Foundation (Incorporating Quaffers Luncheon Group) Inc.; The Rural Property Owners Group Inc.; Consortium of Tamil Associations—Victoria Inc.; All Saints Vineyard Inc.; Maryborough District Ladies' Bowling Association Inc.; The Bayside Collective Inc.; Associazione Per La Ricerca Tra Italia E Australasia Victoria Inc.; Tarwin Lower Union Church Inc.; Lions Club of Sunbury Elderly Peoples Homes Inc.; Inner Wheel Club of Collingwood Fitzroy Inc.; Mornington Peninsula Olive Association Inc.; Board of Works Angling Club Inc.; Dandenong Choral Society Inc.; Dandenong North Youth Club Inc.; Melbourne Fishmarket Agents and Providers Association Inc.; Comitato Tricolore Per Gli Italiani Nel Mondo (CTIM) Inc.; Laverton Community Children's Centre Inc.; Southern Grampians Disability Support Group Inc.; National Credit Union Association Inc.; Eastern Victorian Group Training Inc.

Dated 22 December 2011

DAVID BETTS  
Deputy Registrar of  
Incorporated Associations  
PO Box 4567  
Melbourne, Victoria 3001

approved scales of fees and charges will take effect from the date of publication of this notice in the Government Gazette and will be published on the internet.

The Cemetery Trust/s

CARLYLE

CRANBOURNE

DUNKELD

ELTHAM

NARRAWONG

NATHALIA

Dated 22 December 2011

BRYAN CRAMPTON  
Manager  
Cemeteries and Crematoria  
Regulation Unit

### **Education and Training Reform Act 2006**

#### Section 5.2.1(2)(b)

#### INSTRUMENT OF REVOCATION

I, Peter Hall, Minister for Higher Education and Skills, and Minister jointly and severally responsible for administering the **Education and Training Reform Act 2006**, pursuant to section 5.2.1(2)(b) of the **Education and Training Reform Act 2006**, revoke the 2009 Ministerial Directions to Boards of TAFE Institutes and Councils of Universities with TAFE Divisions entitled 'Directions about fees', dated 19 March 2009.

The revocation takes effect from the date of this instrument.

Dated 21 December 2011

THE HON. PETER HALL, MLC  
Minister for Higher Education and Skills  
Minister responsible for the  
Teaching Profession

### **Cemeteries and Crematoria Act 2003**

#### SECTION 41(1)

#### Notice of Approval of Cemetery Trust Fees and Charges

I, Bryan Crampton, as Delegate of the Secretary to the Department of Health for the purposes of section 40(2) of the **Cemeteries and Crematoria Act 2003**, give notice that I have approved the scale/s of fees and charges fixed by the following cemetery trust/s. The

**Education and Training Reform Act 2006**

Section 5.2.1(2)(b)

INSTRUMENT OF REVOCATION

I, the Hon. Peter Hall, MLC, as Minister for Higher Education and Skills, pursuant to section 5.2.1(2)(b) of the **Education and Training Reform Act 2006**, revoke Schedule 4 of the Ministerial Directions concerning higher education courses and awards, issued to Technical and Further Education (TAFE) institutes on the 16th day of August 2003 pursuant to section 6 and 6(1A) of the **Vocational Education and Training Act 1990**, which is attached to this instrument.

Dated 20 December 2011

THE HON. PETER HALL, MLC  
Minister for Higher Education and Skills  
Minister responsible for the  
Teaching Profession

**SCHEDULE 4 – DIRECTIONS ABOUT HIGHER EDUCATION COURSES  
AND AWARDS**

**Purpose**

The purpose of these Directions is to set out the manner and scope in which Councils of TAFE Institutes may offer and conduct undergraduate higher education courses and confer undergraduate higher education awards.

These Directions do not cover existing courses of study or qualifications already provided by TAFE Councils.

**Authority for Directions**

These Directions are given pursuant to sections 6 and 6(1A) of the Act 1990 after consultation with the Victorian Learning and Employment Skills Commission. TAFE Councils must comply with and give effect to any guidelines when exercising their functions or powers.

**Scope of Directions**

Councils of TAFE Institutes have been given a new function of offering and conducting undergraduate higher education courses and conferring undergraduate higher education awards. The following requirements detail the legal requirements and the matters that a Council will need to address in order to exercise this function.

1. Councils of TAFE Institutes must apply under the **Tertiary Education Act 1993** for accreditation of courses of study and authorisation to conduct courses of study leading to the conferral of undergraduate higher education awards.
2. Councils of TAFE Institutes shall ensure that undergraduate higher education awards offered demonstrate enhanced vocational skills, industry support and specialised learning.
3. State recurrent Vocational Education and Training funding shall not be used in the provision of undergraduate higher education awards offered and conducted by Councils of TAFE Institutes.

**Commencement**

These Directions commence operation on the day these Directions are given.

Dated 16 August 2003

LYNNE KOSKY MP  
Minister for Education and Training

**Education and Training Reform Act 2006**

NOTICE OF REVISED GUIDELINES, CONDITIONS AND  
APPLICATION FORMS FOR THE APPROVAL OF  
OVERSEAS SECONDARY STUDENT EXCHANGE ORGANISATIONS

Section 4.5A.1(3) of the **Education and Training Reform Act 2006** (the Act) requires the Victorian Registration and Qualifications Authority (the Authority) to issue guidelines for the purpose of determining whether a person, organisation or registered school is suitable to operate a student exchange program.

Section 4.5A.1(4) of the Act requires that guidelines issued under 4.5A.1(3) be published as soon as practicable in the Government Gazette.

The Authority has approved that the revised Guidelines will apply to all new applications for the Victorian Registration and Qualifications Authority's approval from 1 January 2012 and to all currently approved organisations from 1 July 2012.

Dated 29 December 2011

ANNETTE WHITER  
Acting Director  
Victorian Registration and Qualifications Authority

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GUIDELINES, CONDITIONS AND APPLICATION FORMS FOR THE APPROVAL OF  
OVERSEAS SECONDARY STUDENT EXCHANGE ORGANISATIONS.

**1 Background**

- 1.1 A student exchange program (SEP) is a reciprocal program whereby Victorian students attend secondary school and enroll in a full-time school program in another country for a minimum period of 29 days to a maximum period of 12 months in duration. Under similar conditions, students from overseas undertake study in Victoria.
- 1.2 The principal purpose of a SEP is to provide a broad educational experience for students and to further international/intercultural understanding.
- 1.3 Sections 4.5A.1 to 4.5A.6 of the **Education and Training Reform Act 2006** (ETR Act):
- a authorise the Victorian Registration and Qualifications Authority (VRQA) to approve a person, organisation or registered school to operate a SEP
  - b enable the VRQA when considering applications for approval to operate a SEP to have regard to:
    - i the person's or body's suitability to operate the program
    - ii guidelines issued by the VRQA
    - iii the management or operations of the person or body proposing to operate the program
  - c enable the VRQA to impose conditions on any approval
  - d require an application seeking approval to operate a SEP to be:
    - i in a form approved by the VRQA
    - ii accompanied by a fee (if any) fixed by the Minister.
- 1.4 Paragraph 4 of this document contains the guidelines for the purposes of section 4.5A.1 of the ETR Act and referred to in paragraph 1.3 (b)(ii) above. These guidelines are consistent with the National Guidelines.
- 1.5 Paragraph 5 contains conditions that approved student exchange organisations (SEO) must comply with. Note that section 4.5A.6 of the ETR Act authorises the VRQA to suspend or cancel an approval if the approved SEO breaches a condition of its approval.
- 1.6 Schedules 1 and 2 are the forms referred to in paragraph 1.3(d)(i) above for seeking:
- a approval to operate a SEP
  - b renewal of an existing approval.

**2 Definitions and explanations**

- 2.1 'Applicant' means a person who, or the organisation or registered school on behalf of which a person, applies to the VRQA for approval to operate a SEP.
- 'Approved SEO' means a person or an organisation (including an education or training organisation) or a registered school that is approved by the VRQA to operate a SEP.
- 'ETR Act' means the **Education and Training Reform Act 2006** (Vic.).
- 'Inbound', when used in relation to students, means a student coming to Victoria from overseas.
- 'National Guidelines' means the *National Guidelines for the Operation of International Secondary Student Exchange Programs in Australia*.
- 'Outbound', when used in relation to students, means a student going overseas from Victoria.
- 'Reciprocity' has the meaning given to it in paragraph 5.3.
- 'School' means a school registered in Victoria under the ETR Act.
- 'SEO' means a student exchange organisation.

‘SEP’ means a student exchange program.

‘VCAT’ means the Victorian Civil and Administrative Tribunal.

‘VRQA’ means the Victorian Registration and Qualifications Authority established under Chapter 4 of the ETR Act.

2.2 Difference between a SEP and a cultural visit.

***Student exchange programs – student visa***

A SEP may range from a minimum of 29 days to a maximum of 12 months in duration.

Students enter Australia on Subclass 571 Student Visas issued via Acceptance Advice for Secondary Student Exchange (AASES) forms, for which reciprocity must be maintained. The student is enrolled within the school, studying formal subjects at age-appropriate levels. At the completion of the exchange a statement of achievement is provided by the school.

In order to obtain a student visa to study in Victoria the student must enter Australia under the auspices of an approved SEO. SEOs need to apply to the VRQA for AASES forms, using an official AASES request form. AASES forms will be issued on consideration of the SEO’s reciprocity balance and will not be issued to SEOs that have not provided a *National Standard Annual Monitoring Form*.

The timetable of key dates is as follows:

- By 1 September in any year, the VRQA dispatches *National Standard Annual Monitoring Forms* to SEOs.
- By 1 October in any year, SEOs correctly complete and return the *National Standard Annual Monitoring Forms* to the VRQA.
- During November in any year, the National Coordinating Committee for International Secondary Student Exchange meets for the annual national review.

***Cultural visits – tourist visa***

Students on cultural visits (maximum three months) enter Australia on a tourist visa.

Cultural visits may involve the exchange of students on a school-to-school basis or may be organised by a commercial operator. Students are visitors in the school and school study is not the major focus. Students on these visas do not attend school on a regular basis and are not enrolled in schools.

Organisations providing cultural visits for participants entering Australia on visitor visas must:

- not promote or refer to such programs as ‘student exchange’ programs in any way; and
- make explicitly clear to participants and parents that these programs are not ‘Student exchange programs provided under the National Guidelines for Student Exchange’ and are not quality assured by VRQA.

The Department of Immigration and Citizenship (DIAC) imposes a number of conditions on a tourist visa. SEOs can view these conditions on the DIAC website at [www.immi.gov.au](http://www.immi.gov.au).

Schools hosting students on a cultural visit do not need to be an approved SEO.

**3 Applications for approval or renewal of approval to operate a student exchange program**

3.1 An application for approval to operate a SEP must be made in the form of Schedule 1 to these guidelines.

3.2 An application for renewal of an existing approval to operate a SEP must be made in the form of Schedule 2 to these guidelines.

- 3.3 An application must provide all the particulars and information listed in the relevant schedule and be accompanied by any documentation required by the relevant schedule. Information provided by an applicant for approval or renewal of approval, or information otherwise provided by an SEO, will be treated confidentially, except that an applicant or an SEO acknowledges and consents to the VRQA releasing to a department of the Commonwealth, or to another state/territory approval/registration authority responsible for SEO's, information the VRQA has about or arising from:
- an application for approval or re-approval
  - the approval or re-approval of an SEO
  - a compliance audit or review of an SEO undertaken by the VRQA
  - action taken by the VRQA in relation to an SEO.
- 4 Guidelines for the approval of all applicants (schools and non-schools)**
- 4.1 Schedule 1 contains the form to be used in applying for approval to operate a SEP and lists the information and criteria that applicants should address when completing that schedule.
- 4.2 The guidelines in this paragraph 4.2:
- a expand on the contents of Schedule 1 and will be applied by the VRQA in assessing whether the applicant (both schools and non-schools) is suitable to operate a SEP
  - b unless expressly stated otherwise, will be applied in respect to students coming to Victoria as well as those going overseas, and in respect of host families and schools in Victoria and those overseas.

***Schedule 1 clause 3: Background history and structure of the applicant***

Non-school applicants must provide an outline of the background, history, management and structure of the applicant, including relationships with other agencies in relation to student exchanges and other related programs, in sufficient detail to demonstrate the applicant's suitability to operate a SEP and to act in the best interests of students undertaking the SEP.

School applicants must provide a brief outline of the background, history and structure of the school including any sister school relationships or relationships with other agencies.

In determining whether to approve or reapprove an applicant, the VRQA may have regard to whether the applicant or any person involved in its management or co-ordination:

- has ever had their approval/registration suspended/cancelled by a state/territory authority responsible for approving/registering applicants as SEOs in Australia
- has ever had conditions imposed on their approval/registration by a state/territory authority responsible for approving/registering applicants as SEOs in Australia
- has ever been convicted of an indictable offence
- has ever become bankrupt
- has ever been disqualified from managing corporations under the Corporations Act
- was involved in the management of, or provision of a SEP at the time that any of the above events occurred.

Applicants and approved SEOs must notify the VRQA of any change in ownership, control, management or operation of the organisation as soon as practical and, in any event, within 28 days of such change occurring.

***Schedule 1 clause 4: Purpose of student exchange***

All applicants must demonstrate that the principal purpose of their SEP is to provide a broad educational experience for students and to further international/intercultural understanding.

***Schedule 1 clause 5: Administration and decision making***

Non-school applicants must provide evidence that:

- the applicant has an organisational structure in Victoria and overseas that is effective and appropriate for the size of the SEP and has access to communication with parents, schools, students and officers of the VRQA
- the organisational structure referred to above includes:
  - demonstrated local support structures for students and families in Victoria
  - demonstrated system of policies and procedures for handling issues that arise
  - demonstrated package of training and resource materials for volunteers
  - demonstrated availability of 24-hour, 7-days-a-week phone accessibility.

School applicants are required to show evidence of an organisational structure within Victoria and overseas that can provide support for a SEP and that has access to communication with parents, students and officers of the VRQA.

***Schedule 1 clause 6: Not-for-profit status and financial viability***

Non-school applicants must provide evidence of:

- not-for-profit status (as explained at the Australian Taxation Office (ATO) website at [www.ato.gov.au](http://www.ato.gov.au))
- a letter from a chartered accountant, member of the National Institute of Accountants or certified practising accountant stating that the applicant is financially viable, or a copy of the most recent auditor's report in the case of companies limited by guarantee.

This documentation must also demonstrate that students' costs are reasonable and show revenue is expended entirely for the benefit of the SEP. Details of what is included in the participation fee and what is optional must also be provided.

School applicants must provide evidence that exchange programs are not run for profit (and continue to be not for profit) and provide documentation of financial and other resources they are prepared to commit to the SEP. This documentation must also demonstrate that student costs are reasonable and that revenue is expended entirely for the benefit of the SEP. Details of what is included in the participation fee and what is optional must also be provided.

The ATO website contains examples of not-for-profit and dissolution clauses which not-for-profit organisations should have in their constituting documents and notes that a not-for-profit organisation is one that is not operating for the profit or gain of its individual members while it is operating and when it winds up. A not-for-profit organisation can make a profit provided it is used to carry out its purposes but the profit must not be distributed to owners, members or other people.

Applicants are required to demonstrate to the VRQA that they are financially viable and have sufficient financial resources to fulfill their objectives and responsibilities at initial approval, re-approval and throughout their period of approval. An SEO may be required to undertake a financial health assessment by the VRQA.

Other documentation required by the VRQA may include:

- a certificate of incorporation
- memorandum or articles of association
- certificate of insurance/public liability cover
- audited annual financial statements
- standard invoices.

***Schedule 1 clause 7: Privacy***

All applicants must provide evidence that they have in place appropriate policies and procedures to ensure the privacy rights of all parties are met.



Policies must comply with the obligations placed on applicants under the following Acts in respect to the collection, use, disclosure, storage and other matters concerning information on individuals:

- the **Information Privacy Act 2000** (applies to government schools)
- the **Privacy Amendment (Private Sector) Act 2000** (applies to non-government schools and non-school organisations)
- section 13 of the **Charter of Human Rights and Responsibilities Act 2006**.

SEOs should ensure, as a minimum, that they:

- obtain appropriate written consent for the publication or use of student images or information in any advertising or promotional material and clearly outline the intended use of the material
- in the recruitment of host families, do not provide personal information or photographs of individual exchange students in any public or 'open' recruitment through advertising, websites, publications or displays accessible to the general public
- provide only a photograph, first name and basic information about student interests (ie no surname, address or contact details) to prospective host families who have provided genuine identification in person, and have registered with the SEO or who have commenced the relevant SEO screening process
- appropriately safeguard the access, use, storage and archiving of electronic and hard copies of all exchange student applications, files and documents containing student personal information
- retain and securely store details of host families and student placements
- provide exchange students and host families with information about the need for students to protect their personal privacy and the privacy of members of the host family, while participating in an exchange program, including advice regarding the appropriate use and the risks of the internet, social media such as Facebook and Twitter, internet chat rooms, Youtube diaries and weblogs.

***Schedule 1 clause 8: Insurance***

All applicants must provide evidence that they have insurance/s in place that will provide at least \$10 million cover per event for the applicant against liability for or arising from an injury to a person or damage to property during the period the applicant is approved to operate a SEP.

***Schedule 1 clause 9: Duty of care***

All applicants must provide evidence that they understand and have in place procedures and policies to meet their legal duty of care to both incoming and outgoing students. The duty requires that they take reasonable measures to protect students against reasonably foreseeable risks and provide support for the social, emotional and physical wellbeing of the exchange student at all times during the period of exchange. The VRQA does not accept any responsibility for students while overseas on exchange or for overseas students enrolled in Victoria.

An SEO must immediately report any incident or allegation of actual or alleged sexual or physical abuse of an exchange student to both the relevant law enforcement agency and the VRQA. Failure to report such incidents to both the law enforcement agency and the VRQA shall be grounds for suspension or cancellation of an SEO's approval to provide an SEP.

An SEO must make a report under section 183 of the **Children, Youth and Families Act 2005** if they have reasonable grounds to believe that one of their students in Victoria (under 16 years of age) is in need of protection. That section states: 'Any person who believes on reasonable grounds that a child is in need of protection may report to a protective intervener that belief and the reasonable grounds for it'.

An SEO must also ensure that, as a minimum, criminal record checks are undertaken for all its officers, employees or volunteers in direct personal contact with students, in accordance with statutory requirements overseas and in Victoria (where such checks are to be conducted under the **Working With Children Act 2005**).

SEOs will protect outbound exchange students through ensuring that they:

- notify the VRQA of the details of all outbound students prior to their departure from Australia, including as a minimum:
  - the student's full name
  - home address
  - date of birth
  - passport number
  - home school
  - destination country
  - destination school
  - destination host family address
  - departure and return dates
  - mobile contact number (where applicable)
- register students with the Australian Department of Foreign Affairs and Trade Smart Traveller website prior to departure
- require outbound exchange students transitional en route to the destination country to only travel with international airlines that provide full transfer facilities and have appropriate procedures in the event of flight delays or interruptions
- have up-to-date emergency contact information for airlines, Australian Embassies or High Commissions and other relevant agencies for all destination and transit countries
- arrange for parents of all inbound exchange students to receive confirmation of the student's safe arrival at the host family as soon as practicable
- arrange for all inbound exchange students to have a card, provided in advance of home country departure or immediately upon entry to Australia, which lists:
  - the exchange student's name
  - the host family's address, home telephone number and relevant mobile number
  - emergency contact details for the relevant SEO coordinator or SEO office
  - the VRQA's name and email address with a statement as follows:
 

'[Name of SEO] is a student exchange organisation approved and quality assured in Victoria by the Victorian Registration and Qualification Authority (VRQA). Students can contact the VRQA at [vrqa.student.exchange@edumail.vic.gov.au](mailto:vrqa.student.exchange@edumail.vic.gov.au)'
- arrange for all outbound students to receive appropriate contact information regarding their host family and relevant SEO coordinator or contact person and that all students and their parents or legal guardians are advised in writing before departure from Australia:
  - that the organisation providing the exchange program is an approved SEO
  - the name of the VRQA

that students, or their parents or legal guardians, can contact the VRQA regarding the SEO at the VRQA's email address. (For example: 'ABC is a Student Exchange Organisation approved in Victoria by the Victorian Registration and Qualifications Authority (VRQA). Students or their parents or legal guardians can contact the VRQA at [vrqa.student.exchange@edumail.vic.gov.au](mailto:vrqa.student.exchange@edumail.vic.gov.au)')

***Schedule 1 clause 10: Support for students and host families***

All applicants must demonstrate that local assistance is available to exchange students and host families. Such support must cover appropriate reception, orientation, accommodation, transport and emergency arrangements as well as providing support and counselling networks for exchange students, and must be independent of the host family. The VRQA requires that it be notified by schools if there is a concern with an SEO about any of these matters, either before a student commences, or during a placement.

**Schedule 1 clause 11: Selection of students**

All applicants must demonstrate that an appropriate screening process for the selection of incoming and outgoing students occurs and that only students of appropriate maturity and with the potential to benefit from the experience are selected. All students must be of an age compatible with secondary schooling.

**Schedule 1 clause 12: Selection of host families**

All applicants must demonstrate that the following matters will be satisfied:

- an appropriate and thorough screening, selection and matching process for the selection of host families (including by conducting an in-person interview with all host family members over 18 residing in the home) and students. The matching process should have regard to: dietary requirements, smoking habits, allergies, medical conditions, accommodation, pets, alcohol consumption, religion, socio-economic status of the student and host family, the accommodation and study facilities available to the student, whether the student will be required to share a bedroom and, if so, with whom
- an appropriate monitoring process for the placement of students and selection of host families. The monitoring process should incorporate attention to and support for the social, emotional and physical wellbeing of the student and ensure and verify that the host family is capable of providing a safe, comfortable and nurturing home environment and understands and agrees to meet the financial obligations of hosting
- a satisfactory assessment notice under the **Working With Children Act 2005** has been issued in the past five years, or will be undertaken or issued before the SEP commences, of all members of the host family of or over 18 years for all incoming students
- a satisfactory criminal records check has been undertaken of all members of the host family of or over 18 years for all outgoing students in those countries where criminal record checks are available

Note: Parents of the student and the student are to be informed as to whether a criminal record check has or will be undertaken, and whether the results of that check are satisfactory, or if no criminal record check is to be undertaken then the reasons why none is undertaken. In circumstances where criminal record checks are not available, an SEO must implement alternative vetting procedures approved by the VRQA

- the parents of the student are informed in writing prior to the acceptance of the student in the SEP of the child protection laws operating in the host country for outbound students and in Victoria for inbound students
- the selection of host families will not involve any payment at all including board or a subsidy to the host family or to any other party as a condition of the student's placement. (For some special programs, some SEOs may provide a subsidy to host families with the approval of the VRQA. SEOs may provide a program discount to the family of an outbound exchange student if they undertake to host an inbound student, provided that:
  - family members of the outbound exchange student meet the National Guidelines and the SEO's requirements for host families;
  - the discount is a maximum of 10% of the cost of an outbound student program; and
  - the discount is paid as a rebate at the end of the inbound student's exchange program)
- the hosting of the student is voluntary and no contract binds a host family to continue hosting an exchange student in the event of difficulties arising
- prior to applying for AASES forms, sufficient numbers of host families are in place to accommodate incoming students (the VRQA may approve a request from an SEO for the placement of more than one incoming student to be accommodated with the same host family)

- prior to the student applying for his or her visa, sufficient numbers of host families are in place to accommodate outbound students
- SEOs must maintain, as a minimum, a monthly schedule of personal contact, face-to-face or by telephone, with all exchange students and host families
- no representative of the applicant will act both as a host family, coordinator or supervisor for a student, except in emergencies and with the approval of the VRQA.

***Schedule 1 clause 13: Resolution of problems***

All applicants must demonstrate that they have in place appropriate and adequate grievance procedures and resources within their own means to resolve potential problems, and emergency situations, surrounding exchange students and their parents/guardians, host families and schools during the exchange. Grievance procedures must be publicly accessible either through the internet, or offered and made available to participants and parents or legal guardians.

The grievance procedures should provide for the movement of, or offer to move a student to another school or host family should the original school or host family placement not be satisfactory on reasonable grounds to the student or other party. When the original school is the SEO for the student, an unsuccessful placement would normally be resolved by the student returning home early.

SEOs may transfer students interstate only in exceptional circumstances. They must apply to the receiving state/territory registration/approval authority for a new AASES form and not assume automatic approval. Reciprocity is to be calculated for the time the student spent in each state/territory and the relevant duration is to be included in each respective state/territory's annual reciprocity report. The VRQA should be advised of any changes to a student's school or host family placement as soon as practicable.

***Schedule 1 clause 14: Orientation for students and host families***

All applicants must demonstrate that an orientation and preparation program, both prior to departure from the home country and after arrival in the host country, will be provided for exchange students and that there will be a corresponding program for host families. All applicants must ensure that outbound students understand the visa conditions of the host country.

***Schedule 1 clause 15: School liaison***

All applicants must demonstrate they will regularly monitor that:

- they can provide effective liaison with schools through an identified liaison officer and, for incoming students, this includes providing the school with host family and organization contact details and providing information about the student, including copies of school and other reports as requested
- the student is attending secondary school full time and is not undertaking other significant studies
- the student abides by the conditions of his or her visa, including employment conditions
- the student's school attendance, performance, progress and behaviour are in accordance with the school's requirements and policy.

***Schedule 1 clause 16: Travel***

All applicants must demonstrate that they can provide appropriate support for students en route between their parent/guardian and host families, including all transport connection arrangements (whether by air, train, bus, taxi, car, etc).

Applicants must advise and recommend that both incoming and outgoing exchange students consider taking out travel insurance to cover the following matters:

- non-medical cover:
  - lost luggage
  - theft of goods, money
  - cancelled flights

- disability cover:
  - loss of income due to injury or illness
  - death and disability lump sums.

***Schedule 1 clause 17: Health insurance***

All applicants must demonstrate that they will ensure that all outgoing exchange students have adequate health insurance prior to departing from Victoria.

It is compulsory for all incoming exchange students to take out Overseas Student Health Cover (OSHC) as a condition of holding a student visa. OSHC must be paid for prior to the visa being issued and entitles the student to health services.

***Schedule 1 clause 18: Documentation***

Applicants must provide the VRQA with the current documentation used in promoting their exchange programs and in advising students, host families and program representatives of their exchange operations

***Schedule 1 clause 19: Emergency management plan***

Applicants must provide the VRQA with an emergency management plan that covers procedures for the host family, the approved SEO and parents/guardians. This plan must include procedures that include all parties being alerted to, responded to and provided with support to inbound and outgoing students:

- being arrested or detained by the police or other authorities, or having any criminal charges laid against him or her, or engaging in any criminal behaviour
- being informed of the death of a member of the immediate family such as a parent or sibling, or becoming seriously ill or pregnant
- threatening to harm him or herself or others, or being threatened with violence
- experiencing any other health, criminal or personal issue during the course of the exchange, or engaging in any behaviour or experiencing anything that may warrant medical assistance or personal or social support.

***Schedule 1 clause 20: Third party arrangements***

All applicants must provide the VRQA with the names of, and the following information of, all third party organisations used to support and deliver elements of their exchange program. Third party organisations are those that are not employees of the SEO, but are engaged directly by the SEO either under contract or under other less formal arrangements to provide any element of the exchange program, for example contractors employed by the SEO to meet students at airports. The information to be provided should include the type of arrangement made between the parties, a copy of the contracts, if any, information about the monitoring process and a periodic (annual or ongoing) evaluation of service delivery for both inbound and outbound students, which is to include post-program feedback on their services from students, parents and host families and implementing improvements in response to the evaluation outcomes.

Applicants must maintain up-to-date records of the above matters.

**5 Conditions applying to all approvals to operate a student exchange program**

- 5.1 Section 4.5A.2 of the ETR Act authorises the VRQA to impose conditions on an approval of a person, organisation or registered school to operate a SEP, and section 4.5A.6 authorises the VRQA to suspend or cancel an approval if the person, organisation or registered school breaches a condition.
- 5.2 All approvals to operate a SEP are subject to the following conditions:
  - a the approved SEO complying with paragraphs 5.3 to 5.12 of these guidelines
  - b the approved SEO complying with the information it provided in its application for approval (or any amendment thereto approved by the VRQA) in response to the following guidelines in paragraph 4.2:

- Schedule 1 clause 5 – its organisational structure
  - Schedule 1 clause 6 – its revenue and expenditure, and financial viability and, in respect of non-school approved SEOs, also maintaining its not-for-profit status
  - Schedule 1 clause 7 – privacy obligations
  - Schedule 1 clause 8 – insurance/s
  - Schedule 1 clause 9 – duty of care to students
  - Schedule 1 clause 10 – level of support to students and host families
  - Schedule 1 clause 11 – screening process
  - Schedule 1 clause 12 – selection of host families
  - Schedule 1 clause 13 – resolution of problems
  - Schedule 1 clause 14 – orientation of students and host families
  - Schedule 1 clause 15 – school liaison
  - Schedule 1 clause 16 – support for students en route
  - Schedule 1 clause 17 – health insurance for students
  - Schedule 1 clause 19 – emergency management plan
  - Schedule 1 clause 20 – third party arrangements.
- 5.3 Approved SEOs must send at least as many students from Victoria overseas as they host in Victoria, in full-year equivalent terms, on a rolling two-year basis. ‘Reciprocity’ is the term used herein to refer to this requirement.
- The total length of time in months or part thereof that overseas students spend in Victoria must equal the total length of time in months or part thereof that Victorian students spend overseas over a two year period.
- 5.4 Each year, approved SEOs must submit to the VRQA information and statistics showing the number of overseas students that came into Victoria and the number of Victorian students that departed from Victoria under arrangements organised by the approved SEO:
- in respect of the previous two years
- or
- if the SEO has been approved for less than two years, then in respect of the period since the date of the approval.
- 5.5 The information required under paragraph 5.4 must be provided to the VRQA by 1 October of each year in which the SEO is approved or such later date in each such year, as approved by the VRQA.
- 5.6 The system of counting to assess reciprocity is based on the allocation of one point for each month of exchange, to be calculated from and including the beginning of the month of commencement of enrolment at the school until the end of the month of cessation of enrolment. For example:

Exchange organisation	Cumulative balance 2007	2008 sending (+)	2008 hosting (–)	2008 balance	Cumulative balance
A	–75 (deficiency in sending)	500	450	+50 (surplus in sending in 2008)	–25
B	+50 (surplus in sending)	500	450	+50 (surplus in sending in 2008)	+100
C	–50 (deficiency in sending)	450	500	–50 (deficiency in sending in 2008)	–100

- 5.7 An SEP must be for a minimum of 29 school days, during which students must attend school, for the period of the SEP to be included in any reciprocity calculations.
- 5.8 The sending of students overseas must occur prior to the commencement of hosting of students in Victoria, on an equivalent number of months basis.
- 5.9 Students who have completed school and will not be returning to school in Victoria and who undertake a student exchange are not eligible to be counted for reciprocity purposes.
- 5.10 For counting purposes:
- a students are counted from the beginning of the month of enrolment at the school until the end of the month of cessation of enrolment at the school
  - b every month in the program will be counted as one, for example 5 June to 3 August will be counted as three months and earns three points (however an exchange that commences in a month of one year and concludes in the corresponding month in the next year will count as 12 points)
  - c the total points for hosting and sending programs shall be compared without concern for the mix of short and long term programs.
- 5.11 Section 4.5A.4 of the ETR Act states that an approval continues in force for a period not exceeding six years as specified by the VRQA. This section applies to all bodies seeking the VRQA's approval.
- Although SEOs will normally need to seek the VRQA's approval every six years, SEOs will also be required to cooperate with the VRQA in reviewing the SEO's documentation and performance at the end of three years.
- 5.12 An approved SEO must:
- a cooperate fully with the VRQA in investigating any complaint by an exchange student, his or her parent or guardian, the host family or other person concerning the approved SEO, or any matter which the VRQA decides to enquire into
  - b advise the VRQA within 14 days of any change to the particulars provided in Schedules 1 or 2
  - c ensure that any changes to the particulars provided in Schedules 1 or 2 comply with the requirements of the guidelines in paragraph 4.2
  - d advise the VRQA if it is placed under administration or goes into liquidation, or if he or she executes a personal insolvency agreement or deed of arrangement under Part X of the **Bankruptcy Act 1966**, or becomes a person whose creditors accept a composition under Part X of the **Bankruptcy Act 1966**, or becomes a person for whom a debt agreement is made under Part IX of the **Bankruptcy Act 1966**, or becomes a bankrupt within the meaning of the **Bankruptcy Act 1966**, or otherwise becomes insolvent
  - e arrange at least one student exchange every continuous three-year period.

Note: Approved SEOs that have not arranged any student exchanges for a continuous period of three years or more may have their approval cancelled and may be required to reapply for registration in order to operate a SEP.

## 6 Suspension and cancellation procedures

- 6.1 Section 4.5A.6 of the ETR Act authorises the VRQA to suspend or cancel an SEO's approval, or to impose conditions on an approval, if the SEO breaches a condition of its approval.
- 6.2 Paragraph 5 contains the conditions of approval.
- 6.3 Apart from where an SEO requests that its approval be cancelled or suspended, or it fails to renew its approval, the VRQA would normally undertake the following procedures before exercising its powers under section 4.5A.6:

- a The SEO would be given notice in writing of the allegation, concern or other issue which the VRQA is investigating and given a reasonable opportunity to reply in writing to the matter. For serious matters, the SEO would normally be informed at this early stage that the VRQA has the powers referred to in paragraph 6.1 above.
- b The time within which a response is requested will vary depending on whether enquiries need to be made overseas and the urgency of the matter.
- c Further enquiries may need to be undertaken with the SEO and others. The SEO will be given the opportunity to comment on the results of any additional enquiries.
- d After the enquiries have been completed, the SEO will be informed in writing whether the matter has been proved.
- e If the VRQA considers the proved matter is of sufficient importance to consider suspending or cancelling the SEO's approval, or imposing conditions on its approval, the SEO will be given an opportunity to reply in writing whether its approval should be suspended or cancelled, or conditions imposed on its approval.

**7 Reviews by VCAT**

Section 4.8.1 of the ETR Act provides that unsuccessful applicants may apply to VCAT for a review of a decision not to approve or a decision to suspend or cancel an approval.

All enquiries regarding matters pertaining to overseas exchange students in Victorian schools should be addressed to:

Victorian Registration and Qualifications Authority

Address: GPO Box 2317 Phone: (03) 9637 2806 Fax: 9651 3244

Email: [vrqa.student.exchange@edumail.vic.gov.au](mailto:vrqa.student.exchange@edumail.vic.gov.au)



**SCHEDULE 1**

Section 4.5A.3

**Education and Training Reform Act 2006****APPLICATION FOR APPROVAL TO OPERATE A STUDENT EXCHANGE PROGRAM**

(Persons completing this schedule should read paragraph 4.2 of the guidelines for further guidance)

**1 Applicant details**

Insert the following details of the person, organisation or registered school for whom or which approval is being sought to operate a SEP. This person, organisation or registered school is referred to in this schedule as the applicant.

Full name of applicant

ABN and ACN (if applicable)

Address (street and postal)

Phone

Email

**2 Signatory's details**

Insert the following details of the person signing this application:

Full name

Address

Phone

Email

**3 Background history and structure of the applicant**

Non-school applicants must provide an outline of the background, history, management and structure of the applicant named in paragraph 1, including relationships with other agencies in relation to student exchanges and other related programs, in sufficient detail to demonstrate the applicant's suitability to operate a SEP, and to act in the best interests of students undertaking the SEP.

School applicants must provide a brief outline of the background, history and structure of the school, including any sister school relationships or relationships with other agencies.

**4 Purpose of student exchange**

Demonstrate that the principal purpose of the SEP is to provide a broad educational experience for students and to further international/intercultural understanding.

**5 Administration and decision making**

Non-school applicants must provide evidence that:

- the applicant has an organisational structure in Victoria and overseas that is effective and appropriate for the size of the SEP and has access to communication with parents, schools, students and officers of the VRQA
- that the organisational structure referred to above includes:
  - demonstrated local support structures for students and families in Victoria
  - a demonstrated system of policies and procedures for handling issues that arise
  - a demonstrated package of training and resource materials for volunteers
  - demonstrated availability of 24-hour, 7-days-a-week phone accessibility.

School applicants are required to show evidence of an organisational structure within Victoria and overseas that can provide support for a SEP, which has access to communication with parents, students and officers of the VRQA.

## **6 Not-for-profit status and financial viability**

Non-school applicants must provide evidence of:

- not-for-profit status (as explained at the ATO website at [www.ato.gov.au](http://www.ato.gov.au))
- a letter from a chartered accountant, member of the National Institute of Accountants or certified practising accountant stating that they are financially viable or a copy of the most recent auditor's report in the case of companies limited by guarantee.

This documentation must also demonstrate that students' costs are reasonable and show revenue is expended entirely for the benefit of the SEP. Details of what is included in the participation fee and what is optional must also be provided.

School applicants must provide evidence that exchange programs are not run for profit and provide documentation of financial and other resources they are prepared to commit to the SEP. This documentation must demonstrate that student costs are reasonable and that revenue is expended entirely for the benefit of the SEP. Details of what is included in the participation fee and what is optional must also be provided.

## **7 Privacy**

Provide evidence that appropriate policies and procedures are in place to ensure the privacy rights of all parties are met. (Note: Policies must comply with the obligations placed on applicants under the following Acts in respect to the collection, use, disclosure, storage and other matters concerning information on individuals:

- the **Information Privacy Act 2000** (applies to government schools)
- the **Privacy Amendment (Private Sector) Act 2000** (applies to non-government schools and non-school organisations)
- section 13 of the **Charter of Human Rights and Responsibilities Act 2006**.

## **8 Insurance**

Provide details of the insurance/s in place that will provide at least \$10 million cover per event for the applicant named in paragraph 1 against liability for or arising from an injury to a person or damage to property during the period the applicant is approved to operate a SEP.

## **9 Duty of care**

Provide details of how the applicant named in paragraph 1 will meet its obligations to all students (both incoming and outgoing), to take reasonable measures to protect the students against reasonably foreseeable risks of injury and provide support for the social, emotional and physical wellbeing of the exchange student at all times during the period of exchange.

## **10 Support for students and host families**

Provide details of how the applicant named in paragraph 1 will make local assistance available to exchange students (both incoming and outgoing) and host families, and that the local assistance will cover appropriate reception, orientation, accommodation, transport and emergency arrangements as well as support and counselling networks for exchange students independent of the host family.

## **11 Selection of students – incoming and outgoing**

Provide details of how the applicant named in paragraph 1 will ensure that an appropriate screening process for the selection of incoming and outgoing students occurs and that only students of appropriate maturity with the potential to benefit from the experience are selected, and that overseas students attending Victorian schools will be of an age compatible with secondary schooling.

## **12 Selection of host families**

Provide evidence of the following matters:

- an appropriate and thorough screening, selection and matching process for the selection of host families (including by conducting an in-person interview with all host family members over 18 residing in the home) for both incoming and outgoing students. The matching process should have regard to dietary requirements, smoking habits, allergies, medical

conditions, accommodation, pets, alcohol consumption, religion, the socio-economic status of the student and host family, accommodation and study facilities available to the student, whether the student will be required to share a bedroom and, if so, with whom

- an appropriate monitoring process for the placement of students and selection of host families. The monitoring process should incorporate attention to and support for the social, emotional and physical wellbeing of the student and ensure and verify that the host family is capable of providing a safe, comfortable and nurturing home environment and understands and agrees to meet the financial obligations of hosting
- a criminal record check has been undertaken (meaning, in Victoria, a satisfactory assessment notice under the **Working with Children Act 2005** has been issued in the past five years), or will be undertaken or issued before the student exchange commences, of all members of the host family of or over 18 years for:
  - all incoming students
  - all outgoing students in those countries where criminal record checks are available
  - and that parents of students and the student are informed whether a criminal record check has or will be undertaken, and whether the results of that check are satisfactory; or if no criminal record check is to be undertaken, then the reasons why none is undertaken. (In circumstances where criminal record checks are not available, an SEO must implement alternative vetting procedures approved by the VRQA.)
- the parents of the student are informed in writing prior to the acceptance of the student in the student exchange of the child protection laws operating in the host country for outbound students and in Victoria for inbound students
- the selection of host families will not involve any payment at all including board or a subsidy to the host family or to any other party as a condition of the student's placement. (For some special programs, some SEOs may provide a subsidy to host families with the approval of the VRQA. SEOs may provide a program discount to the family of an outbound exchange student if they undertake to host an inbound student, provided that:
  - family members of the outbound exchange student meet the National Guidelines and the SEO's requirements for host families.
  - the discount is a maximum of 10% of the cost of an outbound student program; and
  - the discount is paid as a rebate at the end of the inbound student's exchange program
- the hosting of the student is voluntary and no contract binds a host family to continue hosting an exchange student in the event of difficulties arising
- prior to applying for Acceptance Advice for Secondary Student Exchange (AASES) forms, sufficient numbers of host families are in place to accommodate incoming students
- prior to the student applying for his or her visa, sufficient numbers of host families are in place to accommodate outbound students (the VRQA may approve a request from an SEO for the placement of more than one incoming student to be accommodated with the same host family)
- as a minimum, a monthly schedule of personal contact, face-to-face or by telephone, with all exchange students and host families is maintained
- no representative of the applicant will act both as a host family, coordinator or supervisor for a student, except in emergencies and with the approval of the VRQA.

### 13 Resolution of problems

Demonstrate that appropriate and adequate grievance procedures are in place and adequate resources exist within the applicant's means to resolve potential problems, and emergency situations, surrounding exchange students and their parents/guardians, host families and schools during the exchange, and that the grievance procedures are publicly accessible either through the internet, or offered and made available to applicants.

Note: The grievance procedures should provide for the movement of, or offer to move, a student to another school or host family should the original school or host family placement not be satisfactory on reasonable grounds to the student or other party.

#### **14 Orientation for students and host families**

Demonstrate that an orientation and preparation program, both prior to departure from the home country and after arrival in the host country, is provided for incoming and outgoing exchange students and that there is a corresponding program for host families, both in Australia and overseas.

#### **15 School liaison**

Demonstrate how the applicant will regularly monitor that the following conditions of a student visa are met:

- that the applicant can provide effective liaison with schools through an identified liaison officer and, for incoming students, this includes providing the school with host family and organization contact details and providing information about the student, including copies of school and other reports as requested
- that the student is attending secondary school full time and is not undertaking other significant studies
- that the student abides by the conditions of his or her visa, including employment conditions
- that the student's school attendance, performance, progress and behaviour are in accordance with the school's requirements and policy.

#### **16 Travel**

Demonstrate that the applicant can provide appropriate support for students en route between their parent /guardian and host families, including all transport connection arrangements (whether by air, train, bus, taxi, car etc.) and that it will advise and recommend that both incoming and outgoing exchange students consider taking out travel insurance to cover the following matters:

- non-medical cover
  - lost luggage
  - theft of goods, money
  - cancelled flights
- disability cover
  - loss of income due to injury or illness
  - death and disability lump sums.

#### **17 Health insurance**

Demonstrate how the applicant will ensure that all outgoing exchange students have adequate health insurance prior to departing from Victoria.

Note: It is compulsory for all incoming exchange students to take out Overseas Student Health Cover (OSHC) as a condition of holding a student visa. OSHC must be paid for prior to the visa being issued and entitles the student to health services.

#### **18 Documentation**

Attach all the current draft documentation used in promoting the applicant's exchange programs and in advising students, host families and program representatives of their exchange operations.

#### **19 Emergency management plan**

Provide evidence of the applicant's emergency management plan that covers procedures for the host family, the SEO and parents/guardians being alerted to, responding to and providing support to inbound and outgoing students:

- being arrested or detained by the police or other authorities, or having any criminal charges laid against him or her, or engaging in any criminal behaviour

- being informed of the death of a member of the immediate family such as a parent or brother, or becoming seriously ill or pregnant
- threatening to harm him or herself or others, or being threatened with violence
- experiencing any other health, criminal or personal issue during the course of the exchange, or engaging in any behaviour or experiencing anything that may warrant medical assistance or personal or social support.

## **20 Third party arrangements**

Provide the names of and the following information of all third party organisations used to support and deliver elements of the applicant's exchange programs. Third party organisations are those that are not employees of the SEO but are engaged directly by the SEO either under contact or under other less formal arrangements to provide any element of the exchange program. For example, contractors employed by the SEO to meet students at airports. The information to be provided should include the type of arrangement made between the parties, a copy of the contract if any, information about the monitoring process and a periodic (annual or ongoing) evaluation of service delivery for both inbound and outbound students, which is to include post-program feedback on their services from students, parents and host families and implementing improvements in response to the evaluation outcomes.

## **21 Signatory's authority**

If the person named in paragraph 2 is applying for approval on behalf of an organisation or registered school, state how, or attach a statement showing that you have been authorised to apply on behalf of the school or organisation.

Signed by the person named in paragraph 2

Signature

Witnessed by (a person of or over 18 years of age)

Print name

Signature

Date

**SCHEDULE 2**

Section 4.5A.6

**Education and Training Reform Act 2006**

**APPLICATION FOR RENEWAL OF APPROVAL TO OPERATE A STUDENT EXCHANGE PROGRAM**

**SEOs approved under Schedule 1**

SEOs that are approved by the VRQA on the basis on information provided under Schedule 1 are required to renew their registration every six years, or such lesser period as approved by the VRQA.

It is proposed that unless otherwise required by the VRQA, an application for renewal of approval should not have to repeat all the information under Schedule 1, but should focus on any changes to the information previously provided.

It is proposed to develop this part of the Schedule with SEOs.

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**Bus Safety Act 2009 (Vic.)****DECLARATION UNDER SECTION 7(1)(C)**

I, Stephen Turner, delegate of the Director, Transport Safety, in exercise of the powers vested in me under section 7(1)(c) of the **Bus Safety Act 2009 (Vic.)** hereby declare the following courtesy bus services within the meaning of section 3(1) of the **Bus Safety Act 2009 (Vic.)** to be non-commercial courtesy bus services for the purpose of section 3(1) of the **Bus Safety Act 2009 (Vic.)**:

<b>Bus Operator Name:</b>	<b>ACN/ARBN:</b>	<b>Registered Address:</b>
Community Axis Enterprises Inc.	A0055934R	22 McLachlan Street, Horsham, Vic. 3400
MS Transport Services Pty Ltd	145 497 383	32 Quinn Street, Bell Post Hill, Vic. 3215
Metro Trains Melbourne Pty Ltd	136 429 948	Level 24, 1 Spring Street, Melbourne, Vic. 3000
Gas Motors Pty Ltd	103 458 733	69–109 Nepean Hwy, Elsternwick, Vic. 3185
Auswest Timbers Pty Ltd	071 093 591	738–780 Wallgrove Road, Horsley Park, NSW 2175
Maroondah City Council		Braeside Avenue, Ringwood, Vic. 3134
Myall Plant Hire Pty Ltd	070 115 534	575 Ferguson Road, Tatura, Vic. 3616
Abigroup Contractors Pty Limited	000 201 516	Level 20, Zenrith Tower, 821 Pacific Hwy, Chatswood, NSW 2067
Kirway Construction Pty Ltd	069 543 746	66 Church Street, Traralgon, Vic. 3844
Country Fire Authorities		8 Lakeside Drive, Burwood, Vic. 3151
Long Island Village Services Association Inc.	A0035013J	1–3 Overton Road, Seaford, Vic. 3198
Alex Fraser Asphalt Pty Ltd	083 841 963	8 Hall Street, Newport, Vic. 3015
Palms Vineyards Pty Ltd	085 446 939	164 Lime Avenue, Mildura, Vic. 3500
Days Electrical Contracting Pty Ltd	143 644 302	20 Kunara Crescent, Portland, Vic. 3305
TKK Contracting Pty Ltd	133 787 934	18 Nulty Drive, Robinvale, Vic. 3549
Geelong Leather Pty Ltd	101 640 395	21 Gilbertson Road, Laverton North, Vic. 3026
G & K O'Connor Pty Ltd	005 934 029	Koo Wee Rup Road, Pakenham, Vic. 3810
Connections Untingcare		31 Hardner Road, Mount Waverley, Vic. 3149

<b>Bus Operator Name:</b>	<b>ACN/ARBN:</b>	<b>Registered Address:</b>
Kyndalyn Park Pty Ltd	006 360 194	2267A Murray Valley Highway, Robinvale, Vic. 3549
Flying Fruit Fly Foundation	007 293 389	605 Hovell Street, Albury, NSW 2640
Decas Victoria Pty Ltd	096 429 373	51–59 Midland Hwy, Epsom, Vic. 3551
Darebin City Council		274 Gower Street, Preston, Vic. 3072
Barrina Gardens Management Pty Ltd	004 879 154	26 Barrina Street, Blackburn South, Vic. 3130
Arnold Sound Management Pty Ltd	006 727 578	126 Lime Avenue, Mildura, Vic. 3500
Favgar Pty Ltd	006 238 188	1495 Thompsons Road, Cranbourne, Vic. 3977
Rocky Lamattina & Sons Pty Ltd	007 420 822	152 Collins Road, Wemen, Vic. 3549
Moorabool Shire Council		15 Stead Street, Ballan, Vic. 3342
Australian Trust For Conservation Volunteers	006 058 135	20 Lydiard Street South, Ballarat, Vic. 3350
Industrial Conveying (Aust) Pty Ltd	006 490 544	145–147 Howard Street, Epsom, Vic. 3551
Donvale Village Services Association Inc.	A0037870F	160 Springvale Road, Donvale, Vic. 3111
Red Cliffs Backpackers Pty Ltd	110 780 197	63 Indi Avenue, Red Cliffs, Vic. 3496
Alphalynx Property Group Pty Ltd	128 208 766	Suite 9, 40 Montclair Avenue, Glen Waverley, Vic. 3150
Buller Ski Lifts Pty Ltd	006 242 066	Summit Road, Mount Buller, Vic. 3723
Bill & Ben Building Service Pty Ltd	116 327 274	4/2–4 Joseph Street, Blackburn South, Vic. 3130
Bitu-mill Equipment Pty Ltd	005 583 362	133 Metrolink Circuit, Campberfield, Vic. 3061
Flemings Nurseries Pty Ltd	006 532 556	Flemings Lane, Monbulk, Vic. 3793
Sanameadows Pty Ltd	109 608 255	3 Sten Court, Corio, Vic. 3214
Gordon McKay Pty Ltd	005 147 160	2/10 Crown Street, South Geelong, Vic. 3220
Southern Health		246 Clayton Road, Clayton, VIC 3168
Watpac Civil & Mining Pty Ltd	129 804 968	Unit 5, 166 Stirling Highway, Nedlands, WA 6009



<b>Bus Operator Name:</b>	<b>ACN/ARBN:</b>	<b>Registered Address:</b>
Downer EDI Works Pty Ltd	008 709 608	Level 11, 303 Collins Street, Melbourne, Vic. 3000
Graham's Factree Pty Ltd	004 928 483	160 Thonemans Road, Hoddles Creek, Vic. 3139
Knox Club	004 833 701	480 Boronia Road, Wantirna, Vic. 3152
Werribee Fire Brigade		Corner Anderson Street and Gibbons Street, Werribee, Vic. 3030
Stawell Urban Fire Brigade		6 Mayes Street, Stawell, Vic. 3380
Motorsport Holdings Pty Ltd	104 842 024	3 Sandown Drive, Mildura, Vic. 3500
KDR Victoria Pty Ltd	138 066 074	11–29 Eastern Road, South Melbourne, Vic. 3205

This declaration is made on the basis that the non-commercial courtesy bus operators specified above:

- (a) have provided evidence that they do not derive any profit from the provision of the bus service; and
- (b) only use the bus service to transport their staff/employees in connection with their trade or business.

This declaration is made following consultation with the affected operators and sectors of the industry as required under section 7(2) of the **Bus Safety Act 2009** (Vic.).

Dated 21 December 2011

STEPHEN TURNER  
Delegate of the Director, Transport Safety  
Director, Bus Safety

**Electricity Industry Act 2000**

AUSTRALIAN POWER AND GAS PTY LIMITED ABN 26 118 609 813

Victorian Transitional Solar Energy Plan

Terms and Conditions effective 1 January 2012

**1. Sale of solar energy**

- 1.1 This Contract governs the sale by you, a TFiT Scheme Customer, of solar energy generated by your System at your Premises to us and does not include any renewable energy certificates or small-scale technology Certificates (as defined in the **Renewable Energy (Electricity) Act 2000** (Cth)) created by your System. This Contract comprises the Application Form and these Terms and Conditions.
- 1.2 If you are a Residential Customer, this Contract only applies to a System located at your principal place of residence. You are only entitled to claim the Transitional Solar Tariff for one System at your residence.
- 1.3 If you are a Non-residential Customer, this Contract only applies where your annual consumption rate of electricity at the Premises is 100 megawatt hours or less. You are only entitled to claim the Transitional Solar Tariff for one System per Premises.
- 1.4 For the avoidance of doubt, this Contract does not govern the purchase of electricity at the Premises by you from us and does not vary the terms of your Energy Contract.

**2. Contract term**

- 2.1 This contract commences:

- (a) if you do not have an existing System, on the date your System and the necessary metering equipment are installed at your Premises and are ready to export solar energy to the Energy Distribution System; or
- (b) if you have an existing System, the date you have signed the Application Form.

The commencement date of this Contract will be confirmed in the Acknowledgement Letter you receive from us.

- 2.2 Despite clause 2.1, the Contract does not commence until you provide a signed Application Form to us.

- 2.3 This Contract continues in force until:

- (a) The Minister makes a declaration to end the Scheme in accordance with section 40FEA of the **Electricity Industry Act 2000** (Vic.);
- (b) It is cancelled in accordance with clause 8;
- (c) You and we enter into a new contract for the solar energy generated by your System;
- (d) You have transferred to another retailer in respect of the Premises;
- (e) Your System's photovoltaic generating capacity exceeds five kilowatts;
- (f) You are no longer eligible as a TFiT Scheme Customer; or
- (g) The fifth anniversary of the Scheme commencement date has been reached.

**3. Connection and metering**

- 3.1 We do not control the physical delivery of electricity to and from your Premises. This is the responsibility of your Energy Distributor (who your Energy Distributor is depends on your area). Any references in these terms and conditions to supplying you with energy means us arranging your energy supply, including the connection of your premises to an Energy Distribution System, with your Energy Distributor.
- 3.2 We will request the Energy Distributor to connect your System to the Energy Distribution System, which will include details of any necessary metering and network tariff reassignment, no later than the next Business Day after receiving from you all documentation as required under the **Electricity Safety Act 1998** (Vic.), or as reasonably required by us or the Energy Distributor.

- 3.3 Your meter will be read in accordance with the meter reading procedures applicable under your Energy Contract.
- 3.4 Your obligations under your Energy Contract regarding meters, the installation of and access to meters also apply to this Contract.

#### **4. Your System**

- 4.1 You and your System (including its installation and connections) must comply with the requirements of the Energy Distributor, your connection contract with the Energy Distributor and any relevant regulatory requirements and Australian Standards.
- 4.2 Your System may be disconnected from the Energy Distribution System for operational reasons or for planned maintenance at times determined by your Energy Distributor. We have no control over, nor responsibility for, your Energy Distributor-initiated disconnections.
- 4.3 We will only credit you for the solar energy actually received and measured on your meter or estimated to have been received in accordance with clause 7. We have no obligation to pay or compensate you for any solar energy exported from your System that is rejected by the Energy Distribution System for any reason. We will notify you as soon as practicable after we become aware of any inability of the Energy Distribution System to accept solar energy generated by your System.
- 4.4 You must notify us 14 Business Days prior to updating the photovoltaic generating capacity of your System regardless of whether the updated capacity exceeds five kilowatts or not.

#### **5. Your additional obligations**

- 5.1 You must:
  - (a) obtain and maintain any necessary licences, permits or approvals from all relevant authorities (including building and planning approvals) required for you to generate solar energy;
  - (b) maintain your System (and all associated equipment) in good working and reliable order and available for export of solar energy to the Energy Distribution System; and
  - (c) provide us with written notice when you make any changes to your System (such as operational, structural and functional changes), including any changes in your System generation or export capacity, in order for us to be able to determine whether you remain eligible as a TFiT Scheme Customer.

#### **6. What we pay you for your solar energy**

- 6.1 We will credit you for solar energy generated by your System in accordance with clause 4.3 at the Transitional Solar Tariff.
- 6.2 Subject to clause 7.7, if you have quoted your Australian Business Number (ABN) on the Application Form, we will be credit you for GST on any taxable supply (as defined in **A New Tax System (Goods and Services Tax) Act 1999** (Cth)) to us under this Contract.

#### **7. Billing and payment**

- 7.1 We will set out, in your energy account issued under your Energy Contract, the credit amounts applied by us for solar energy exported from your System. For the avoidance of doubt, we will apply the credit amounts with the same frequency as we issue you with your energy accounts. Subject to clause 7.3 the amount of solar energy exported will be based on meter readings of the meter. We will use our best endeavours to ensure that an actual meter reading is obtained from your Premises at least once every 12 months.
- 7.2 On the energy account issued pursuant to clause 7.1, we will, subject to clause 7.8, credit all amounts payable by us to you for the solar energy exported from your System to the Energy Distribution System as recorded on the meter.

- 7.3 We may estimate accounts (including debits and credits) in accordance with the provisions of your Energy Contract or any applicable law where the meter is faulty or consumption and energy flows (including import and export) are not properly recorded.
- 7.4 If we bill you to make up overcrediting you for solar energy exported from your System, we are to proceed on the basis set out in clause 6.2 of the Energy Retail Code.
- 7.5 If we have under credited you for solar energy exported from your System under this Contract, we will credit the amount under credited to your next energy account issued pursuant to clause 7.1, after we become aware of the under crediting and we will proceed on the basis specified in clause 6.3 of the Energy Retail Code.
- 7.6 If you disagree with your energy account, you have the same rights to request us to review your energy account as under your Energy Contract. We will also review a TFiT scheme credit at your request, to be conducted on the same basis specified in clause 6.1 of the Energy Retail Code.
- 7.7 We are not required to pay you an amount equal to any GST paid or payable by you in respect of the taxable supply, until you issue us with a valid tax invoice (as required under the **A New Tax System (Goods and Services Tax) Act 1999** (Cth)) for the taxable supply.
- 7.8 You must pay us any fees and charges relating to connection services, disconnection, metering services or contract cancellation. We will notify you of the amount of these fees on your request, prior to entering into this Contract.
- 8. Cancellation**
- 8.1 You may cancel this Contract at any time, by notifying us in writing. If this Contract is for a fixed term and you cancel it before the expiry of the fixed term, we may charge you a Contract cancellation fee, which is set out in the Acknowledgement Letter.
- 8.2 Despite clause 8.1, if you cancel this Contract, the cancellation does not become effective until:
- (a) the expiry of any cooling-off period in respect of a new contract for the solar energy generated by your System;
  - (b) the date when another retailer becomes responsible for the solar energy generated by your System;
  - (c) the date when another retailer becomes responsible to sell you electricity to the Premises; or
  - (d) if your Premises is disconnected from the Energy Distribution System, the date when you no longer have a right under the Energy Retail Code to be reconnected, whichever occurs last.
- 8.3 If this Contract is for a fixed term, we will notify you no more than two months, and no less than one month, before the end of the fixed term of:
- (a) the date that this Contract is due to expire;
  - (b) the options available to you; and
  - (c) the terms and conditions that will apply after the end of the fixed term if you do not exercise any other option.
- 8.4 If this Contract is for a fixed term, this Contract will continue after the end of the fixed term on the terms and conditions specified by us, provided that the terms and conditions have taken effect in accordance with section 40H of the **Electricity Industry Act 2000** (Vic.).
- 8.5 If you fail to comply with any of your obligations under this Contract, we may give you written notice requiring you to rectify the default and if you fail to do so within the time specified by us, we may cancel this Contract by giving you 10 Business Days notice in writing. We may charge you for any costs incurred by us due to your failure to comply with your obligations under this Contract.

- 8.6 If your energy supply has been disconnected and there is a safety risk then we may arrange for your System to be disconnected.
- 8.7 Subject to clause 7.7, any credit (Excess Credit) that remains to be applied by us on cancellation of this Contract will be credited to the next energy account issued under your Energy Contract, if your Energy Contract is still in place at the time of cancellation of this Contract.
- 8.8 Any Excess Credit accrued under clause 8.8 will be extinguished, and your entitlement to the Excess Credit ceases 12 months after the relevant credit arose.
- 8.9 For the avoidance of doubt, cancellation of this Contract does not cancel your Energy Contract.

## **9. Liability**

- 9.1 You are responsible for your System and its use. You agree that we will not be liable for any loss, damage or injury that may be caused by your System or its use.
- 9.2 You must install adequate protection devices to protect your System from faults (including without limitation, power surges) on the Energy Distribution System. We will not accept liability for any loss or damage to your System or for any injury.
- 9.3 We are not responsible for any act, omission, default or negligence of any third party including the Energy Distributor.

## **10. Events beyond your or our control**

### **10.1 Effects of events beyond our control**

If an event occurs that is beyond the control of either you or us and that event would result in a breach of this Contract by you or us, then:

- (a) your or our obligations under this Contract are suspended to the extent they are affected by that event; and
- (b) we or you must use our best endeavours to give prompt notice to the other of the:
  - (i) full details of that event;
  - (ii) an estimate of its likely duration;
  - (iii) obligations affected by it and the extent of its effects on those obligations; and
  - (iv) steps taken to remove, overcome or minimise those effects; and
- (c) we or you must use our best endeavours to remove, overcome or minimise the effects of that event as quickly as practicable.

## **11. Information requests**

- 11.1 We will, on your request, provide you with reasonable information on any of our offers in relation to the solar energy generated by your System. This information will be given to you within 10 Business Days of your request, and if you request it, in writing.
- 11.2 We will retain payment and data information relating to this Contract for a period of no less than two years. We will handle your request for historical information relating to this Contract in the same manner as a request for historical information relating to your Energy Contract and in accordance with clause 27.2 of the Energy Retail Code.
- 11.3 You must inform us as soon as possible of any relevant change to your contact details.

## **12. Enquiries and complaints**

If there is anything we can help you with, you can call us on 133 298 Monday to Friday 8 am to 7 pm or Saturdays 9 am to 4 pm or email [enquiries@australianpowerandgas.com.au](mailto:enquiries@australianpowerandgas.com.au)

We will handle any complaints in accordance with our Enquiries and Complaints policy available at [australianpowerandgas.com.au/customerinformation/usefulinformation](http://australianpowerandgas.com.au/customerinformation/usefulinformation) or on request.

**13. Transferring your contract****13.1 Transfer by you**

You can only transfer your Contract to someone else if we consent in writing.

**13.2 Transfer by us**

We may transfer the rights and obligations under your Contract to another person:

- (a) that has acquired all or substantially all of our retail sales business; or
- (b) otherwise, if you consent.

**14. Other things you should know about this Contract**

- 14.1 Unless otherwise stated in this Contract, a notice, consent, document or other communication given by us under this Contract must be in writing and given by hand, by fax, by mail or by email.
- 14.2 Nothing contained in this Contract in any way limits the operation or effect of (including our rights and obligations under) any Act or regulation including the Energy Laws. You agree that we may vary this Contract to account for any amendments to, or application of, the Energy Laws. If this happens, we will provide you with written notice of the variations to this Contract.
- 14.3 Unless otherwise agreed under this Contract, this Contract can only be varied by you and us agreeing to the variations or changes in writing.
- 14.4 If the whole or part of any of this Contract is void, unenforceable or illegal, it is severed to the extent of that the Contract is void, unenforceable or illegal, and the remainder of the Contract has full force and effect.
- 14.5 This Contract is governed by the laws applicable in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- 14.6 Clauses 8.8, 8.9 and 9 survive cancellation of this Contract.

**15. Compliance with Energy Laws**

Your Energy Contract complies with the Energy Laws. If any term is inconsistent with the Energy Laws, the term prevails to the extent permitted under the Energy Laws.

**16. Definitions**

A reference in this Contract to a term defined in the Energy Laws has the same meaning.

Where a term applies to either or both electricity and gas, that term has the corresponding meaning as the case requires under this Contract.

Under this Contract:

**Acknowledgement Letter** means the letter you receive from us confirming this Contract.

**Application Form** means the form entitled 'Victorian Transitional Feed-in Tariff Application Form' submitted by you and accepted by us and forming part of this Contract.

**Business Day** means a day that is not a Saturday, Sunday or a public holiday appointed under the **Public Holidays Act 1993** (Vic.).

**Contract** comprises the Application Form and these Terms and Conditions.

**Energy Contract** means the contract for the retail supply of electricity by us to you at your Premises.

**Energy Distribution System** means your Energy Distributor's distribution system.

**Energy Distributor** means a person who holds, or is exempt from holding, a distribution licence under the **Electricity Industry Act 2000** (Vic.).

**Energy Laws** means the **Electricity Industry Act 2000** (Vic.), **Electricity Safety Act 1998** (Vic.), **National Electricity (Victoria) Act 2005** (Vic.), **Electricity Industry Amendment (Transitional Feed-in Tariff Scheme) Act 2011** (Vic.), Energy Retail Code (or the relevant successor clauses under the National Energy Customer Framework), and the instruments passed under them.

**Energy Retail Code** means the Energy Retail Code determined by the Essential Services Commission for the purposes of section 36 of the **Electricity Industry Act 2000** (Vic.).

**Excess Credit** has the meaning given to that term in clause 8.8.

**Non-residential Customer** means a customer who is not a Residential Customer and their annual consumption rate of electricity at the Premises is 100 megawatt hours or less.

**Premises** means the premises nominated in the Application Form and if you are a residential householder, the Premises must be your principal place of residence.

**Transitional Solar Tariff** means the minimum Transitional solar feed-in credit, on a per kilowatt hour basis, set under the **Electricity Industry Act 2000** (Vic.).

**TFiT Scheme Customer** has the meaning given to it under the **Electricity Industry Act 2000** (Vic.) (amended by the **Electricity Industry Amendment (Transitional Feed-in Tariff scheme) Act 2011** (Vic.)).

**Residential Customer** means a customer who is supplied with energy principally for personal, household or domestic use at the Premises.

**Scheme** means the Transitional Feed-in Tariff scheme introduced by the Electricity Industry Amendment (Transitional Solar Feed-in Tariff) Act (Vic.).

**System** means a qualifying Transitional Feed-in Tariff Scheme generation facility as defined in the **Electricity Industry Act 2000** (Vic.) (as amended by **Electricity Industry Amendment (Transitional Feed-in Tariff Scheme) Act 2011** (Vic.)) as compliant with relevant regulatory requirements and Australian Standards as determined by us or your Energy Distributor from time to time.

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### Electricity Industry Act 2000

AUSTRALIAN POWER AND GAS PTY LIMITED ABN 26 118 609 813

Victorian Standard Renewable Energy Buy Back Plan

Terms and Conditions effective 1 January 2012

#### Recital

Australian Power & Gas's Standard Feed-in Tariff Contract is only available to customers who have installed a wind, hydro or biomass energy generation system of less than 100 kilowatts of electricity generation capacity, or solar energy generation system greater than 5 kilowatts and less than 100 kilowatts of electricity generation capacity (System).

#### 1. Sale of renewable energy

1.1 This Contract governs the sale by you of renewable energy generated by your System at your Premises and does not include any renewable energy certificates or small-scale technology certificates (as defined in the **Renewable Energy (Electricity) Act 2000** (Cth)) created by your System. This Contract comprises the Application Form and these Terms & Conditions.

1.2 For the avoidance of doubt, this Contract does not govern the purchase of electricity at the Premises by you from us and does not vary the terms of your Energy Contract.

#### 2. Contract term

2.1 This Contract commences:

- (a) if you do not have an existing System, on the date your System and the necessary metering equipment are installed at your Premises and are ready to export renewable energy to the Energy Distribution System; or
- (b) if you have an existing System, the date you have signed the Application Form.

The commencement date of this Contract will be confirmed in the Acknowledgement Letter you receive from us.

- 2.2 Despite clause 2.1, the Contract does not commence until you provide a signed Application Form to us.
- 2.3 This Contract continues in force until it is cancelled in accordance with clause 8 or until your Energy Contract ends.

**3. Connection and metering**

- 3.1 We do not control the physical delivery of electricity to and from your Premises. This is the responsibility of your Energy Distributor (who your Energy Distributor is depends on your area). Any references in these terms and conditions to supplying you with energy means us arranging your energy supply, including the connection of your premises to an Energy Distribution System, with your Energy Distributor. We will, on your request, request the Energy Distributor to connect your System to the Energy Distribution System as soon as practicable.
- 3.2 We will make the request no later than the next Business Day after receiving from you all documentation as reasonably required by us or the Energy Distributor, or as required under the **Electricity Safety Act 1998** (Vic.).
- 3.3 Your meter will be read in accordance with the meter reading procedures applicable under your Energy Contract.
- 3.4 Your obligations under your Energy Contract with respect to meters and access to meters also apply under this Contract to the meter.

**4. Your System**

- 4.1 You and your System (including its installation and connections) must comply with the requirements of the Energy Distributor, your connection Contract with the Energy Distributor and any relevant regulatory requirements and Australian Standards.
- 4.2 Your System may be disconnected from the Energy Distribution System for operational reasons or for planned maintenance at times determined by the Energy Distributor. We have no control over, nor responsibility for, Energy Distributor-initiated disconnections.
- 4.3 We will only credit you for the renewable energy actually received and measured on your meter or estimated to have been received in accordance with clause 7. We have no obligation to pay or compensate you for any renewable energy exported from your System that is rejected by the Energy Distribution System for any reason. We will notify you as soon as practicable after we become aware of any inability of the Energy Distribution System to accept renewable energy generated by your System.
- 4.4 You must notify us 14 Business Days prior to updating the generating capacity of your System regardless of whether the updated capacity exceeds 100 kilowatts or not.

**5. Your additional obligations**

- 5.1 You must:
- (a) obtain and maintain all necessary licences, permits and/or approvals from all relevant authorities (including building and planning approvals) required for you to generate electricity;
  - (b) maintain your System (and all associated equipment) in good working and reliable order and available for export of renewable energy to the Energy Distribution System; and
  - (c) provide us with written notice when you make any changes to your System (such as operational, structural and functional changes), including any changes in your System's generation or export capacity, in order for us to be able to determine whether you remain eligible as a SFiT Customer.



**6. What we pay you for your renewable energy**

- 6.1 We will credit you for renewable energy generated by your System in accordance with clause 4.3 and at the same rates (including any discounts or premium rates) as you purchase electricity from us under your Energy Contract. You acknowledge that these rates may vary in accordance with the change in your rates under the Energy Contract. We will notify you of the changes to these rates in writing.
- 6.2 Subject to clause 7.7, if you have quoted your Australian Business Number (ABN) on the Application Form, we will be pay you for GST on any taxable supply (as defined in **A New Tax System (Goods and Services Tax) Act 1999** (Cth)) to us under this Contract.

**7. Billing and payment**

- 7.1 We will set out, in your energy account issued under your Energy Contract, the credit amounts applied by us for renewable energy exported from your System. For the avoidance of doubt, we will apply the credit amounts with the same frequency as we issue you with your energy account. Subject to clause 7.3 the amount of renewable energy exported will be based on meter readings of the meter. We will use our best endeavours to ensure that an actual meter reading is obtained from your Premises at least once every 12 months.
- 7.2 On the energy account issued pursuant to clause 7.1, we will, subject to clause 7.7, credit all amounts payable by us to you for the purchase of renewable energy exported from your System to the Energy Distribution System as recorded on the meter.
- 7.3 We may estimate accounts (including debits and credits) in accordance with the provisions of your Energy Contract or any applicable law where the meter is faulty or consumption and energy flows (including import and export) are not properly recorded.
- 7.4 If we bill you to make up overcrediting you for renewable energy exported from your System, we are to proceed on the basis as set out in clause 6.2 of the Energy Retail Code.
- 7.5 If we have under credited you for your renewable energy exported from your System under this Contract, we will credit the amount under credited to your next energy account issued pursuant to clause 7.1, after we become aware of the under crediting and we will proceed on the basis specified in clause 6.3 of the Energy Retail Code.
- 7.6 If you disagree with your energy account, you have the same rights to request us to review your energy account as under your Energy Contract. We will also review a renewable energy payment or credit at your request, to be conducted on the same basis specified in clause 6.1 of the Energy Retail Code.
- 7.7 We are not required to pay you an amount equal to any GST paid or payable by you in respect of the taxable supply, until you issue us with a valid tax invoice (as required under the **A New Tax System (Goods and Services Tax) Act 1999** (Cth)) for the taxable supply.
- 7.8 You must pay us any fees and charges relating to connection services, disconnection, metering services or Contract cancellation. We will notify you of the amount of these fees on your request, prior to entering into this Contract.

**8. Cancellation**

- 8.1 You may cancel this Contract at any time, by notifying us in writing. If this Contract is for a fixed term and you cancel it before the expiry of the fixed term, we may charge you a Contract cancellation fee, which is set out in the Acknowledgement Letter.
- 8.2 Despite clause 8.1, if you cancel this Contract, the cancellation does not become effective until:
- (a) the expiry of any cooling-off period in respect of a new Contract for renewable energy by your System;
  - (b) the date when another retailer becomes responsible for the renewable energy generated by your System;

- (c) the date when another retailer becomes responsible to sell you electricity to the Premises; or
  - (d) if your Premises is disconnected from the Energy Distribution System, the date when you no longer have a right under the Energy Retail Code to be reconnected, whichever occurs last.
- 8.3 We may not cancel this Contract unless you and we enter into a new Contract for the renewable energy generated by your System or you have transferred to another retailer in respect to the Premises.
- 8.4 If this Contract is for a fixed term, we will notify you no more than two months, and no less than one month, before the end of the fixed term of:
  - (a) the date that this Contract is due to expire;
  - (b) the options available to you; and
  - (c) the tariff and terms and conditions that will apply after the end of the fixed term if you do not exercise any other option.
- 8.5 If this Contract is for a fixed term, this Contract will continue after the end of the fixed term on the tariff and terms and conditions specified by us, provided that the tariff and terms and conditions have taken effect in accordance with section 40H of the **Electricity Industry Act 2000** (Vic.).
- 8.6 If you fail to comply with any of your obligations under this Contract, we may give you written notice requiring you to rectify the default and if you fail to do so within the time specified by us, we may cancel this Contract by giving you 10 Business Days notice in writing. We may charge you for any costs incurred by us due to your failure to comply with your obligations under this Contract.
- 8.7 If your energy supply has been disconnected and there is a safety risk then we may arrange for your System to be disconnected.
- 8.8 Subject to clause 7.7, we will on cancellation of this Contract do the following with respect to any amount payable to you under this Contract that remains outstanding:
  - (a) credit the amount of your next energy account issued under the Energy Contract; or
  - (b) pay you the amount within 30 days of cancellation of this Contract.
- 8.9 For the avoidance of doubt, cancellation of this Contract does not cancel your Energy Contract.
- 9. Liability**
- 9.1 You are responsible for your System and its use. You agree that we will not be liable for any loss, damage or injury that may be caused by your System or its use.
- 9.2 You must install adequate protection devices to protect your System from faults (including without limitation, power surges) on the Energy Distribution System. We will not accept liability for any loss or damage to your System or for any injury.
- 9.3 We are not responsible for any act, omission, default or negligence of any third party including the Energy Distributor.
- 10. Events beyond your or our control**
- 10.1 Effects of events beyond our control

If an event occurs that is beyond the control of either you or us and that event would result in a breach of this Contract by you or us, then:

  - (a) your or our obligations under this Contract are suspended to the extent they are affected by that event; and

- (b) we or you must use our best endeavours to give prompt notice to the other of the:
  - (i) full details of that event;
  - (ii) an estimate of its likely duration;
  - (iii) obligations affected by it and the extent of its effects on those obligations; and
  - (iv) steps taken to remove, overcome or minimise those effects; and
- (c) we or you must use our best endeavours to remove, overcome or minimise the effects of that event as quickly as practicable.

**11. Information requests**

- 11.1 We will, on your request, provide you with reasonable information on any rates for the purchase of the renewable energy generated by your System that we may offer you. This information will be given to you within 10 Business Days of your request, and if you request it, in writing.
- 11.2 We will retain payment and data information relating to this Contract for a period of no less than two years. We will handle your request for historical information relating to this Contract in the same manner as a request for historical information relating to your Energy Contract and in accordance with clause 27.2 of the Energy Retail Code.
- 11.3 You must inform us as soon as possible of any relevant change to your contact details.

**12. Other things you should know about this Contract**

- 12.1 Unless otherwise stated in this Contract, a notice, consent, document or other communication given by us under this Contract must be in writing and given by hand, by fax, by mail or by email.
- 12.2 Nothing contained in this Contract in any way limits the operation or effect of (including our rights and obligations under) any Act or regulation including the Energy Laws. You agree that we may vary this Contract to account for any amendments to or application of the Energy Laws. If this happens, we will provide you with written notice of the variations to this Contract.
- 12.3 You may not assign this Contract to any person unless you have received our explicit written consent. We may only assign this Contract with your consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of our retail business.
- 12.4 Unless otherwise agreed under this Contract, this Contract can only be varied by you and us agreeing to the variations or changes in writing.
- 12.5 If the whole or part of any of this Contract is void, unenforceable or illegal, it is severed to the extent of that the Contract is void, unenforceable or illegal, and the remainder of the Contract has full force and effect.
- 12.6 This Contract is governed by and is to be construed in accordance with the laws applicable in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- 12.7 Clauses 8.8, 8.9 and 9 survive cancellation of this Contract.

**13. Compliance with Energy Laws**

Your Energy Contract complies with the Energy Laws. If any term is inconsistent with the Energy Laws, the term prevails to the extent permitted under the Energy Laws.

**14. Enquiries and complaints**

If there is anything we can help you with, you can call us on 133 298 Monday to Friday 8 am to 7 pm or Saturdays 9 am to 4 pm or email [enquiries@australianpowerandgas.com.au](mailto:enquiries@australianpowerandgas.com.au)

We will handle any complaints in accordance with our Enquiries and Complaints policy available at [australianpowerandgas.com.au/customerinformation/usefulinformation](http://australianpowerandgas.com.au/customerinformation/usefulinformation) or on request.

**15. Glossary of terms used in this Contract**

15.1 Unless otherwise defined in this Contract or your Energy Contract, terms defined in the Energy Laws and used in this Contract have the same meaning in this Contract:

15.2 The following terms are defined in this Contract:

**Acknowledgement Letter** means the letter you receive from us confirming this Contract.

**Application Form** means the form entitled 'Victorian Renewable Energy Buy-Back Application Form' submitted by you and accepted by us and forming part of this Contract.

**Commission** means the Essential Services Commission of Victoria.

**Contract** comprises the Application Form and these terms and conditions.

**Energy Contract** means a Contract for the sale and supply of electricity by us to you at the Premises.

**Energy Distribution System** means the Energy Distributor's distribution System.

**Energy Distributor** means a person who holds a distribution licence under the **Electricity Industry Act 2000** (Vic.).

**Energy Laws** means the **Electricity Industry Act 2000** (Vic.) and the instruments passed under it including Regulations and the Energy Retail Code.

**Energy Retail Code** means the Energy Retail Code passed under the **Electricity Industry Act 2000** (Vic.).

**Existing Customer** means a person who is a party to an Energy Contract in effect at the date of this Contract.

**Force Majeure Event** means an event beyond the control of you or us.

**Premises** means the premises nominated in the Application Form.

**SFiT Customer** means a customer who is the owner of a System and a party to an Energy Contract.

**System** means a small renewable energy generation facility, as defined in the **Electricity Industry Act 2000** (Vic.), including a wind, hydro and biomass generation facility with a generation capacity of less than 100 kilowatts of renewable energy, or solar generation facility greater than 5 kilowatts and less than 100 kilowatts of renewable energy generation capacity; and is compliant with regulatory requirements and Australian Standards as determined by us or the Energy Distributor from time to time.

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**Electricity Industry Act 2000**

AUSTRALIAN POWER &amp; GAS PTY LTD ABN 26 118 609 813

Tariffs applicable from 1 February 2012 under section 35 and section 39 of the **Electricity Industry Act 2000** to residential customers.**TRUenergy – effective 1 February 2012****GD/GR**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
Supply Charge	Cents per day	86.35	94.98
All kWh	Cents per kWh	21.84	24.02

**GH/GL (Winner)**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
Supply Charge	Cents per day	86.35	94.98
All Peak kWh	Cents per kWh	25.67	28.24
All Off Peak kWh	Cents per kWh	14.35	15.79

Peak rates apply from 7 am–11 pm, Mon–Fri

Off Peak rates apply at all other times

**GD/GR with J6<sup>1</sup> or JT<sup>1</sup> or J<sup>2</sup> or J8<sup>3</sup> or Y6<sup>4</sup> or YT<sup>4</sup> or Y8<sup>5</sup>**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
Supply Charge	Cents per day	86.35	94.98
All Peak kWh	Cents per kWh	21.84	24.02
All Off Peak kWh	Cents per kWh	14.35	15.79

Off Peak times vary to specific tariff, refer to footnotes below.

1. Supply under Tariff J6 and JT is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y6 and YT.
2. Supply under Tariff J is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types, where supply is not taken in conjunction with a storage water heating tariff.
3. Supply under Tariff J8 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y8.
4. Supply under Tariff Y6/YT is available for 6 hours nightly for permanently wired water storage heaters of approved types meeting load management requirements.
5. Supply under Tariff Y8 is available for 8 hours nightly for permanently wired storage heaters of approved types.

**Origin Powercor – effective 1 February 2012****GD/GR**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
Supply Charge	Cents per day	84.46	92.90
All kWh	Cents per kWh	22.19	24.41

**GD/GR with ClimateSaver**

(rates shown above plus the following)

**ClimateSaver Rates**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
All Summer (1 Nov to 31 Mar) kWh	Cents per kWh	28.14	30.95
All Winter (1 Apr to 31 Oct) kWh	Cents per kWh	11.78	12.96

**GD/GR with Y8<sup>1</sup> or Y6<sup>2</sup> or YT<sup>2</sup> or J8<sup>3</sup> or J<sup>4</sup> or J6<sup>5</sup> or JT<sup>5</sup> or S4<sup>6</sup>**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
Supply Charge	Cents per day	84.46	92.90
All Peak kWh	Cents per kWh	22.19	24.41
All Off Peak kWh	Cents per kWh	11.78	12.96

Off Peak times vary to specific tariff, refer to footnotes below.

**GD/GR with Y8<sup>1</sup> or Y6<sup>2</sup> or YT<sup>2</sup> or J8<sup>3</sup> or J<sup>4</sup> or J6<sup>5</sup> or JT<sup>5</sup> or S4<sup>6</sup> and ClimateSaver**

(rates shown above plus the following)

**ClimateSaver Rates**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
All Summer (1 Nov to 31 Mar) kWh	Cents per kWh	28.14	30.95
All Winter (1 Apr to 31 Oct) kWh	Cents per kWh	11.78	12.96

**GH/GL (Winner)**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
Supply Charge	Cents per day	84.46	92.90
All Peak kWh	Cents per kWh	28.14	30.95
Off Peak Rate	Cents per kWh	11.78	12.96

Peak rates apply from 7 am–11 pm, Mon–Fri

Off Peak rates apply at all other times

**GH/GL (Winner) with ClimateSaver**

(rates shown above plus the following)

**ClimateSaver Rates**

All Summer (1 Nov to 31 Mar) kWh

<b>Units</b>	<b>Rates</b>	
	<b>ex GST</b>	<b>inc GST</b>
Cents per kWh	28.14	30.95
Cents per kWh	11.78	12.96

All Winter (1 Apr to 31 Oct) kWh

1. Supply under Tariff Y8 is available for 8 hours nightly for permanently wired storage heaters of approved types.
2. Supply under Tariff Y6/YT is available for 6 hours nightly for permanently wired water storage heaters of approved types meeting load management requirements.
3. Supply under Tariff J8 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y8.
4. Supply under Tariff J is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types, where supply is not taken in conjunction with a storage water heating tariff.
5. Supply under Tariff J6/JT is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Y6/YT.
6. Supply under Tariff S4 available for 4 hours (from 3 am to 7 am) daily, only available with Tariff GD and is not available with any other tariff combination.

**Origin Citipower – effective 1 February 2012****GD/GR**

Supply Charge

All Peak kWh

<b>Units</b>	<b>Rates</b>	
	<b>ex GST</b>	<b>inc GST</b>
Cents per day	77.65	85.42
Cents per kWh	18.89	20.78

**GH/GL (Winner)**

Supply Charge

All Peak kWh

All Off Peak kWh

Peak rates apply from 7 am–11 pm, Mon–Fri

Off Peak rates apply at all other times

<b>Units</b>	<b>Rates</b>	
	<b>ex GST</b>	<b>inc GST</b>
Cents per day	76.90	84.59
Cents per kWh	24.58	27.04
Cents per kWh	11.41	12.56

**GD/GR with Y6<sup>1</sup> or YT<sup>1</sup> or Y8<sup>2</sup> or J8<sup>3</sup> or J<sup>4</sup> or J6<sup>5</sup> or JT<sup>5</sup>**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
Supply Charge	Cents per day	76.14	83.76
All Peak kWh	Cents per kWh	18.52	20.38
All Off Peak kWh	Cents per kWh	11.30	12.43

Off Peak times vary to specific tariff, refer to footnotes below.

1. Supply under Tariff Y6/YT is available for 6 hours nightly for permanently wired water storage heaters of approved types meeting load management requirements.
2. Supply under Tariff Y8 is available for 8 hours nightly for permanently wired storage heaters of approved types.
3. Supply under Tariff J8 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y8.
4. Supply under Tariff J is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types, where supply is not taken in conjunction with a storage water heating tariff.
5. Supply under Tariff J6/JT is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Y6/YT.

**AGL South – effective 1 February 2012****GD/GR**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
Supply Charge	Cents per day	75.06	82.57
All kWh	Cents per kWh	21.20	23.32

**GH/GL (Winner)**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
Supply Charge	Cents per day	75.06	82.57
All Peak kWh	Cents per kWh	29.96	32.96
All Off Peak kWh	Cents per kWh	12.87	14.16

Peak rates apply from 7 am–11 pm, Mon–Fri

Off Peak rates apply at all other times



**GD/GR with Y6<sup>1</sup> or YT<sup>1</sup> or Y8<sup>2</sup> or J8<sup>3</sup> or J<sup>4</sup> or  
Off Peak (Home Saver)<sup>5</sup> or J6<sup>6</sup> or JT<sup>6</sup>****Rates**

	<b>Units</b>	<b>ex GST</b>	<b>inc GST</b>
Supply Charge	Cents per day	75.06	82.57
All Peak kWh	Cents per kWh	21.20	23.32
All Off Peak kWh	Cents per kWh	12.87	14.16

Off Peak times vary to specific tariff, refer to footnotes below.

1. Supply under Tariff Y6/YT is available for 6 hours nightly for permanently wired water storage heaters of approved types meeting load management requirements.
2. Supply under Tariff Y8 is available for 8 hours nightly for permanently wired storage heaters of approved types.
3. Supply under Tariff J8 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y8.
4. Supply under Tariff J is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types, where supply is not taken in conjunction with a storage water heating tariff.
5. Peak supply under the Home Saver tariff is available from 7 am–11 pm all days.
6. Supply under Tariff J6/JT is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Y6/YT.

**AGL North – 1 February 2012****GD/GR****Rates**

	<b>Units</b>	<b>ex GST</b>	<b>inc GST</b>
Supply Charge	Cents per day	90.18	99.20
All kWh	Cents per kWh	21.88	24.07

**GH/GL (Winner)****Rates**

	<b>Units</b>	<b>ex GST</b>	<b>inc GST</b>
Supply Charge	Cents per day	90.18	99.20
All Peak kWh	Cents per kWh	30.28	33.31
All Off Peak kWh	Cents per kWh	13.42	14.76

Peak rates apply from 7 am–11 pm, Mon–Fri

Off Peak rates apply at all other times

**GD/GR with Y6<sup>1</sup> or YT<sup>1</sup> or Y8<sup>2</sup> or J8<sup>3</sup> or J<sup>4</sup> or J6<sup>5</sup> or JT<sup>5</sup>**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
Supply Charge	Cents per day	88.51	97.36
All Peak kWh	Cents per kWh	21.47	23.62
All Off Peak kWh	Cents per kWh	13.17	14.49

Off Peak times vary to specific tariff, refer to footnotes below.

1. Supply under Tariff Y6/YT is available for 6 hours nightly for permanently wired water storage heaters of approved types meeting load management requirements.
2. Supply under Tariff Y8 is available for 8 hours nightly for permanently wired storage heaters of approved types.
3. Supply under Tariff J8 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y8.
4. Supply under Tariff J is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types, where supply is not taken in conjunction with a storage water heating tariff.
5. Supply under Tariff J6/JT is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Y6/YT.

**Gas Industry Act 2001**

AUSTRALIAN POWER &amp; GAS PTY LTD ABN 26 118 609 813

Tariffs applicable from 1 February 2012 under section 42 and section 46 of the **Gas Industry Act 2001** to residential customers.**AGL – effective 1 February 2012****North – Tariff 3**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
Supply Charge	\$ per 2 months	29.2224	32.1400
First 3500 Peak MJ	Cents per MJ	1.78	1.96
All remaining Peak MJ	Cents per MJ	1.61	1.78
First 3500 Off Peak MJ	Cents per MJ	1.52	1.67
All remaining Off Peak MJ	Cents per MJ	1.34	1.47

Peak period applies from 1 June to 30 September inclusive. Off Peak period applies at all other times.

**South – Tariff 3**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
Supply Charge	\$ per 2 months	30.0335	33.0400
First 3500 Peak MJ	Cents per MJ	1.57	1.73
All remaining Peak MJ	Cents per MJ	1.30	1.43
First 3500 Off Peak MJ	Cents per MJ	1.49	1.64
All remaining Off Peak MJ	Cents per MJ	1.16	1.27

Peak period applies from 1 June to 30 September inclusive. Off Peak period applies at all other times.

**AGL North** postcodes include: 3011, 3012, 3013, 3015, 3016, 3018, 3019, 3020, 3021, 3022, 3023, 3025, 3026, 3027, 3028, 3031, 3032, 3033, 3034, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 3048, 3049, 3055, 3058, 3059, 3060, 3061, 3062, 3063, 3064, and 3428.

**AGL South** postcodes include: 3150, 3152, 3156, 3158, 3160, 3161, 3162, 3163, 3165, 3166, 3167, 3168, 3169, 3170, 3171, 3172, 3173, 3174, 3175, 3177, 3178, 3179, 3180, 3182, 3183, 3184, 3185, 3186, 3187, 3188, 3189, 3190, 3191, 3192, 3193, 3194, 3195, 3196, 3197, 3202, 3204, 3205, 3206, 3207, 3785, 3786, 3802.

**TRUenergy – effective 1 February 2012****Central – Tariff 3**

	<b>Units</b>	<b>Rates</b>	
		<b>ex GST</b>	<b>inc GST</b>
Supply Charge	\$ per 2 months	30.8913	33.9800
First 3200 Peak MJ	Cents per MJ	1.88	2.07
All remaining Peak MJ	Cents per MJ	1.49	1.64
First 3200 Off Peak MJ	Cents per MJ	1.66	1.82
All remaining Off Peak MJ	Cents per MJ	1.42	1.57

Peak period applies from 1 June to 30 September inclusive. Off Peak period applies at all other times.

**East – Tariff 3**

	Units	Rates	
		ex GST	inc GST
Supply Charge	\$ per 2 months	31.1772	34.2900
First 3200 Peak MJ	Cents per MJ	1.55	1.71
All remaining Peak MJ	Cents per MJ	1.35	1.48
First 3200 Off Peak MJ	Cents per MJ	1.49	1.64
All remaining Off Peak MJ	Cents per MJ	1.31	1.44

Peak period applies from 1 June to 30 September inclusive. Off Peak period applies at all other times.

**West – Tariff 3**

	Units	Rates	
		ex GST	inc GST
Supply Charge	\$ per 2 months	30.0867	33.1000
First 3200 Peak MJ	Cents per MJ	1.67	1.83
All remaining Peak MJ	Cents per MJ	1.52	1.67
First 3200 Off Peak MJ	Cents per MJ	1.49	1.64
All remaining Off Peak MJ	Cents per MJ	1.31	1.44

Peak period applies from 1 June to 30 September inclusive. Off Peak period applies at all other times.

**Wimmera – Tariff 3**

	Units	Rates	
		ex GST	inc GST
Supply Charge	\$ per 2 months	25.5721	28.1300
First 3200 Peak MJ	Cents per MJ	1.30	1.43
All remaining Peak MJ	Cents per MJ	1.52	1.67
First 3200 Off Peak MJ	Cents per MJ	1.29	1.41
All remaining Off Peak MJ	Cents per MJ	1.20	1.32

Peak period applies from 1 June to 30 September inclusive. Off Peak period applies at all other times.

**TRUenergy Central** includes domestic customers within the TRUenergy Central distribution zone.

**TRUenergy East** includes domestic customers within the Envestra Central distribution zone.

**TRUenergy West** includes domestic customers within the TRUenergy West distribution zone (excluding the Carisbrook to Horsham Pipeline).

**TRUenergy Wimmera** includes domestic customers within the Carisbrook to Horsham Pipeline zone.

**Origin – effective 1 February 2012****North – Tariff 3**

	Units	Rates	
		ex GST	inc GST
Supply Charge	\$ per 2 months	32.5469	35.8000
First 4000 Peak MJ	Cents per MJ	1.58	1.74
All remaining Peak MJ	Cents per MJ	1.48	1.62
First 4000 Off Peak MJ	Cents per MJ	1.53	1.68
All remaining Off Peak MJ	Cents per MJ	1.45	1.60

Peak period applies from 1 June to 30 September inclusive. Off Peak period applies at all other times.

**Southeast – Tariff 3**

	Units	Rates	
		ex GST	inc GST
Supply Charge	\$ per 2 months	31.7822	34.9600
First 4000 Peak MJ	Cents per MJ	1.57	1.73
All remaining Peak MJ	Cents per MJ	1.40	1.54
First 4000 Off Peak MJ	Cents per MJ	1.53	1.68
All remaining Off Peak MJ	Cents per MJ	1.37	1.51

Peak period applies from 1 June to 30 September inclusive. Off Peak period applies at all other times.

**Metro – Tariff 3**

	Units	Rates	
		ex GST	inc GST
Supply Charge	\$ per 2 months	32.5469	35.8000
First 6000 Peak MJ	Cents per MJ	1.66	1.82
All remaining Peak MJ	Cents per MJ	1.21	1.33
First 6000 Off Peak MJ	Cents per MJ	1.59	1.75
All remaining Off Peak MJ	Cents per MJ	1.16	1.27

Peak period applies from 1 May to 31 October inclusive. Off Peak period applies at all other times.

**West Gippsland – Tariff G3**

	Units	Rates	
		ex GST	inc GST
Supply Charge	\$ per 2 months	32.2543	35.4800
All MJ	Cents per MJ	2.29	2.52

**Murray Valley – Tariff M3**

	Units	Rates	
		ex GST	inc GST
Supply Charge	\$ per 2 months	35.0668	38.5700
All MJ	Cents per MJ	1.95	2.15

**Mildura – Tariff M3**

	<b>Rates</b>		
	<b>Units</b>	<b>ex GST</b>	<b>inc GST</b>
Supply Charge	\$ per 3 months	61.9654	68.1600
First 4500 Peak MJ	Cents per MJ	3.08	3.39
All remaining Peak MJ	Cents per MJ	1.90	2.09

**Origin North** postcodes include: 3561, 3564, 3616, 3618, 3620, 3621, 3623, 3624, 3629, 3630, 3631, 3658, 3659, 3660, 3662, 3666, 3672, 3677, 3678, 3690, 3691, 3694, 3751, 3753, 3756, 3757, 3763, 3764, 3775.

**Origin Southeast** postcodes include: 3139, 3175, 3198, 3199, 3200, 3201, 3755, 3760, 3761, 3777, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3816, 3818, 3820, 3822, 3823, 3824, 3825, 3840, 3842, 3844, 3847, 3850, 3851, 3852, 3860, 3910, 3911, 3912, 3913, 3915, 3916, 3918, 3919, 3920, 3921, 3926, 3927, 3928, 3929, 3930, 3931, 3933, 3934, 3936, 3937, 3938, 3939, 3940, 3941, 3942, 3943, 3944, 3975, 3976, 3977, 3978, 3980, 3981, 3984, 3987.

**Origin Metro** postcodes include: 3004, 3006, 3097, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3111, 3113, 3114, 3115, 3116, 3122, 3123, 3124, 3125, 3126, 3127, 3128, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3140, 3141, 3142, 3143, 3144, 3145, 3146, 3147, 3148, 3149, 3151, 3153, 3154, 3155, 3159, 3181, 3765, 3766, 3767, 3770, 3781, 3782, 3783, 3787, 3788, 3789, 3791, 3792, 3793, 3795, 3796.

**Origin West Gippsland** postcodes include: 3812, 3813, 3814 and 3815.

**Origin Murray Valley** postcodes include: 3636, 3640, 3641, 3644, 3683, 3685, 3687 and 3730.

**Origin Mildura** postcodes include: 3494, 3946, 3498, 3500, and 3505.

**Electricity Industry Act 2000**

Simply Energy (ABN 67 269 241 237), a partnership comprising IPower Pty Ltd (ACN 111 267 228) and IPower 2 Pty Ltd (ACN 070 374 293), has determined the following variations to tariffs for its respective deemed and domestic and small business customers pursuant to sections 35 and 39 of the **Electricity Industry Act 2000** to take effect one month from the date of this publication until such time as the tariffs are varied.

**DOMESTIC**

Peak period is 7 am to 11 pm Monday to Friday, Off Peak is all other times.

**DISTRIBUTION ZONE – JEMENA**

Domestic, Single Rate (GD/GR)	Tariff	Unit	Excl. GST	Incl. GST
	First 1020 kWh/qtr	c/kWh	22.07	24.277
	Balance kWh/qtr	c/kWh	22.07	24.277
	Supply Charge	c/day	92.65	101.915

Domestic, Two Rate (GD/GR + controlled load)	Tariff	Unit	Excl. GST	Incl. GST
	Peak – First 1020 kWh/qtr	c/kWh	22.15	24.365
	Peak – Balance kWh/qtr	c/kWh	22.15	24.365
	Controlled load off peak – All Consumption kWh/qtr	c/kWh	13.27	14.597
	Supply Charge	c/day	93.01	102.311

Domestic, Time Of Use (GH/GL)	Tariff	Unit	Excl. GST	Incl. GST
	Peak – All Consumption	c/kWh	30.10	33.110
	Off Peak – All Consumption	c/kWh	13.46	14.806
	Supply Charge	c/day	98.58	108.438

**DISTRIBUTION ZONE – UNITED ENERGY**

Domestic, Single Rate (GD/GR)	Tariff	Unit	Excl. GST	Incl. GST
	First 1020 kWh/qtr	c/kWh	21.81	23.991
	Balance kWh/qtr	c/kWh	21.81	23.991
	Supply Charge	c/day	77.04	84.744

<b>Domestic, Two Rate (GD/GR + controlled load)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	Peak – First 1020 kWh/qtr	c/kWh	21.89	24.079
	Peak – Balance kWh/qtr	c/kWh	21.89	24.079
	Controlled load off peak – All Consumption kWh/qtr	c/kWh	12.65	13.915
	Supply Charge	c/day	78.10	85.910

<b>Domestic, Time Of Use (GH/GL)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	Peak – All Consumption	c/kWh	28.88	31.768
	Off Peak – All Consumption	c/kWh	11.66	12.826
	Supply Charge	c/day	77.70	85.470

**DISTRIBUTION ZONE – POWERCOR**

<b>Domestic, Single Rate (GD/GR)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	First 1000 kWh/qtr	c/kWh	22.68	24.948
	Balance kWh/qtr	c/kWh	23.00	25.300
	Supply Charge	c/day	82.01	90.211

<b>Domestic, Two Rate (GD/GR + controlled load)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	Peak – First 1000 kWh/qtr	c/kWh	23.64	26.004
	Peak – Balance kWh/qtr	c/kWh	23.98	26.378
	Controlled load off peak – All Consumption kWh/qtr	c/kWh	12.77	14.047
	Supply Charge	c/day	85.47	94.017

<b>Domestic, Time Of Use (GH/GL)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	Peak – First 1000 kWh/qtr	c/kWh	27.76	30.536
	Peak – Balance kWh/qtr	c/kWh	28.73	31.603
	Controlled load off peak – All Consumption kWh/qtr	c/kWh	12.53	13.783
	Supply Charge	c/day	85.32	93.852



**DISTRIBUTION ZONE – CITIPOWER**

<b>Domestic, Single Rate (GD/GR)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	First 1020 kWh/qtr	c/kWh	19.34	21.274
	Balance kWh/qtr	c/kWh	20.49	22.539
	Supply Charge	c/day	79.04	86.944

<b>Domestic, Two Rate (GD/GR + controlled load)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	Peak – First 1020 kWh/qtr	c/kWh	19.90	21.890
	Peak – Balance kWh/qtr	c/kWh	21.08	23.188
	Controlled load off peak – All Consumption kWh/qtr	c/kWh	11.56	12.716
	Supply Charge	c/day	81.32	89.452

<b>Domestic, Time Of Use (GH/GL)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	Peak – All Consumption	c/kWh	25.85	28.435
	Off Peak – All Consumption	c/kWh	11.39	12.529
	Supply Charge	c/day	83.35	91.685

**DISTRIBUTION ZONE – SP AUSNET**

<b>Domestic, Single Rate (GD/GR)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	First 1020 kWh/qtr	c/kWh	23.26	25.586
	Balance kWh/qtr	c/kWh	23.26	25.586
	Supply Charge	c/day	92.58	101.838

<b>Domestic, Two Rate (GD/GR + controlled load)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	Peak – First 1020 kWh/qtr	c/kWh	22.37	24.607
	Peak – Balance kWh/qtr	c/kWh	22.37	24.607
	Controlled load off peak – All Consumption kWh/qtr	c/kWh	14.38	15.818
	Supply Charge	c/day	87.33	96.063

<b>Domestic, Time Of Use (GH/GL)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	Peak – All Consumption	c/kWh	25.62	28.182
	Off Peak – All Consumption	c/kWh	15.91	17.501
	Supply Charge	c/day	89.38	98.318

**SMALL BUSINESS**

Peak period for E1 is 7 am to 11 pm Monday to Sunday, Off Peak is all other times

Peak period for DH/DL is 7 am to 11 pm Monday to Friday, Off Peak is all other times

**DISTRIBUTION ZONE – JEMENA**

<b>Small Business, Single Rate (E)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	First 21000 kWh/qtr	c/kWh	22.79	25.069
	Balance kWh/qtr	c/kWh	20.90	22.990
	Supply Charge	c/day	85.05	93.555

<b>Small Business, Time of Use</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Business – Time of Use 7 Days (E1)	Peak – First 16500 kWh/qtr	c/kWh	24.99	27.489
	Peak – Balance kWh/qtr	c/kWh	19.85	21.835
	Off Peak – All Consumption kWh/qtr	c/kWh	11.24	12.364
	Supply Charge	c/day	89.15	98.065
Business – Time of Use 5 Days (DH/DL)	Peak – All Consumption	c/kWh	25.70	28.270
	Off Peak – All Consumption	c/kWh	11.23	12.353
	Supply Charge	c/day	91.80	100.980

**DISTRIBUTION ZONE – UNITED ENERGY**

<b>Small Business, Single Rate (E)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	First 21000 kWh/qtr	c/kWh	23.87	26.257
	Balance kWh/qtr	c/kWh	18.42	20.262
	Supply Charge	c/day	85.02	93.522

<b>Small Business, Time of Use</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Business – Time of Use 7 Days (E1)	Peak – First 16500 kWh/qtr	c/kWh	26.04	28.644
	Peak – Balance kWh/qtr	c/kWh	18.80	20.680
	Off Peak – All Consumption kWh/qtr	c/kWh	12.29	13.519
	Supply Charge	c/day	82.95	91.245
Business – Time of Use 5 Days (DH/DL)	Peak – All Consumption	c/kWh	25.70	28.270
	Off Peak – All Consumption	c/kWh	12.42	13.662
	Supply Charge	c/day	85.32	93.852

**DISTRIBUTION ZONE – POWERCOR**

<b>Small Business, Single Rate (E)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	First 999 kWh/qtr	c/kWh	23.87	26.257
	Balance kWh/qtr	c/kWh	25.42	27.962
	Supply Charge	c/day	72.15	79.365

<b>Small Business, Time of Use</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Business – Time of Use 7 Days (E1)	Peak – First 999 kWh/qtr	c/kWh	25.94	28.534
	Peak – Balance kWh/qtr	c/kWh	27.25	29.975
	Off Peak – All Consumption kWh/qtr	c/kWh	11.23	12.353
	Supply Charge	c/day	71.94	79.134
Business – Time of Use 5 Days (DH/DL)	Peak – First 999 kWh/qtr	c/kWh	27.42	30.162
	Peak – Balance kWh/qtr	c/kWh	28.53	31.383
	Off Peak – All Consumption kWh/qtr	c/kWh	11.43	12.573
	Supply Charge	c/day	73.26	80.586

**DISTRIBUTION ZONE – CITIPOWER**

<b>Small Business, Single Rate (E)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	First 3750 kWh/qtr	c/kWh	20.27	22.297
	Balance kWh/qtr	c/kWh	19.73	21.703
	Supply Charge	c/day	86.11	94.721

<b>Small Business, Time of Use</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Business – Time of Use 7 Days (E1)	Peak – First 3750 kWh/qtr	c/kWh	20.84	22.924
	Peak – Balance kWh/qtr	c/kWh	20.74	22.814
	Off Peak – All Consumption kWh/qtr	c/kWh	11.45	12.595
	Supply Charge	c/day	102.60	112.860
Business – Time of Use 5 Days (DH/DL)	Peak – All Consumption	c/kWh	23.76	26.136
	Off Peak – All Consumption	c/kWh	11.16	12.276
	Supply Charge	c/day	104.98	115.478

**DISTRIBUTION ZONE – SP AUSNET**

<b>Small Business, Single Rate (E)</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
	First 21000 kWh/qtr	c/kWh	25.19	27.709
	Balance kWh/qtr	c/kWh	25.19	27.709
	Supply Charge	c/day	91.30	100.430

<b>Small Business, Time of Use</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Business – Time of Use 7 Days (E1)	Peak – First 16500 kWh/qtr	c/kWh	27.30	30.030
	Peak – Balance kWh/qtr	c/kWh	27.30	30.030
	Off Peak – All Consumption kWh/qtr	c/kWh	15.80	17.380
	Supply Charge	c/day	109.00	119.900
Business – Time of Use 5 Days (DH/DL)	Peak – All Consumption	c/kWh	28.08	30.888
	Off Peak – All Consumption	c/kWh	16.10	17.710
	Supply Charge	c/day	102.12	112.332

**Gas Industry Act 2001**

Simply Energy (ABN 67 269 241 237), a partnership comprising IPower Pty Ltd (ACN 111 267 228) and IPower 2 Pty Ltd (ACN 070 374 293) has determined the following variations to tariffs for its respective deemed and domestic and small business customers pursuant to sections 42 and 46 of the **Gas Industry Act 2001** to take effect one month from the date of this publication until such time as the tariffs are varied.

AGL South, AGL North, Origin South East, Origin North, TRU East, TRU Central and TRU West peak period applies from 1 June to 30 September inclusive, off peak all other times.

Origin Metro peak period applies from 1 May to 31 October, off peak all other times.

**DISTRIBUTION ZONE – AGL SOUTH**

Domestic	Tariff	Unit	Excl. GST	Incl. GST
Domestic – General	Peak – First 3500 MJ/2 months	c/MJ	1.612	1.7732
	Peak – Balance MJ/2 months	c/MJ	1.392	1.5312
	Off Peak – First 3500 MJ/2 months	c/MJ	1.540	1.6940
	Off Peak – Balance MJ/2 months	c/MJ	1.204	1.3244
	Supply Charge	c/day	53.25	58.575

Small Business	Tariff	Unit	Excl. GST	Incl. GST
Business – General	Peak – First 110000 MJ/2 months	c/MJ	1.379	1.5169
	Peak – Next 490000 MJ/2 months	c/MJ	1.205	1.3255
	Peak – Balance MJ/2 months	c/MJ	0.670	0.7370
	Off Peak – First 110000 MJ/2 months	c/MJ	1.062	1.1682
	Off Peak – Next 490000 MJ/2 months	c/MJ	0.765	0.8415
	Off Peak – Balance MJ/2 months	c/MJ	0.657	0.7227
	Supply Charge	c/day	69.33	76.263

**DISTRIBUTION ZONE – AGL NORTH**

Domestic	Tariff	Unit	Excl. GST	Incl. GST
Domestic – General	Peak – First 3500 MJ/2 months	c/MJ	1.885	2.0735
	Peak – Balance MJ/2 months	c/MJ	1.680	1.8480
	Off Peak – First 3500 MJ/2 months	c/MJ	1.547	1.7017
	Off Peak – Balance MJ/2 months	c/MJ	1.489	1.6379
	Supply Charge	c/day	50.16	55.176

<b>Small Business</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Business – General	Peak – First 110000 MJ/2 months	c/MJ	1.451	1.5961
	Peak – Next 490000 MJ/2 months	c/MJ	1.203	1.3233
	Peak – Balance MJ/2 months	c/MJ	0.701	0.7711
	Off Peak – First 110000 MJ/2 months	c/MJ	1.350	1.4850
	Off Peak – Next 490000 MJ/2 months	c/MJ	0.814	0.8954
	Off Peak – Balance MJ/2 months	c/MJ	0.642	0.7062
	Supply Charge	c/day	52.29	57.519

**DISTRIBUTION ZONE – ORIGIN NORTH**

<b>Domestic</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Domestic – General	Peak – First 4000 MJ/2 months	c/MJ	1.663	1.8293
	Peak – Next 8000 MJ/2 months	c/MJ	1.577	1.7347
	Peak – Balance MJ/2 months	c/MJ	1.221	1.3431
	Off Peak – First 4000 MJ/2 months	c/MJ	1.589	1.7479
	Off Peak – Next 8000 MJ/2 months	c/MJ	1.529	1.6819
	Off Peak – Balance MJ/2 months	c/MJ	1.183	1.3013
	Supply Charge	c/day	53.41	58.751

<b>Small Business</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Business – General	Peak – First 12000 MJ/2 months	c/MJ	1.660	1.8260
	Peak – Next 74000 MJ/2 months	c/MJ	1.290	1.4190
	Peak – Balance MJ/2 months	c/MJ	1.072	1.1792
	Off Peak – First 12000 MJ/2 months	c/MJ	1.598	1.7578
	Off Peak – Next 74000 MJ/2 months	c/MJ	1.276	1.4036
	Off Peak – Balance MJ/2 months	c/MJ	1.046	1.1506
	Supply Charge	c/day	65.51	72.061

**DISTRIBUTION ZONE – ORIGIN SOUTH EAST**

<b>Domestic</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Domestic – General	Peak – First 4000 MJ/2 months	c/MJ	1.692	1.8612
	Peak – Next 8000 MJ/2 months	c/MJ	1.498	1.6478
	Peak – Balance MJ/2 months	c/MJ	1.269	1.3959
	Off Peak – First 4000 MJ/2 months	c/MJ	1.664	1.8304
	Off Peak – Next 8000 MJ/2 months	c/MJ	1.481	1.6291
	Off Peak – Balance MJ/2 months	c/MJ	1.203	1.3233
	Supply Charge	c/day	53.42	58.762

<b>Small Business</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Business – General	Peak – First 12000 MJ/2 months	c/MJ	1.575	1.7325
	Peak – Next 74000 MJ/2 months	c/MJ	1.287	1.4157
	Peak – Balance MJ/2 months	c/MJ	0.985	1.0835
	Off Peak – First 12000 MJ/2 months	c/MJ	1.538	1.6918
	Off Peak – Next 74000 MJ/2 months	c/MJ	1.248	1.3728
	Off Peak – Balance MJ/2 months	c/MJ	0.968	1.0648
	Supply Charge	c/day	68.26	75.086

**DISTRIBUTION ZONE – ORIGIN METRO**

<b>Domestic</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Domestic – General	Peak – First 6000 MJ/2 months	c/MJ	1.802	1.9822
	Peak – Next 3000 MJ/2 months	c/MJ	1.315	1.4465
	Peak – Balance MJ/2 months	c/MJ	0.902	0.9922
	Off Peak – First 6000 MJ/2 months	c/MJ	1.675	1.8425
	Off Peak – Next 3000 MJ/2 months	c/MJ	1.142	1.2562
	Off Peak – Balance MJ/2 months	c/MJ	0.853	0.9383
	Supply Charge	c/day	58.86	64.746

<b>Small Business</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Business – General	Peak – First 15000 MJ/2 months	c/MJ	1.508	1.6588
	Peak – Next 46000 MJ/2 months	c/MJ	1.146	1.2606
	Peak – Next 30000 MJ/2 months	c/MJ	1.000	1.1000
	Peak – Next 214000 MJ/2 months	c/MJ	0.924	1.0164

	Peak – Balance MJ/2 months	c/MJ	0.833	0.9163
	Off Peak – First 15000 MJ/2 months	c/MJ	1.406	1.5466
	Off Peak – Next 46000 MJ/2 months	c/MJ	1.097	1.2067
	Off Peak – Next 30000 MJ/2 months	c/MJ	0.959	1.0549
	Off Peak – Next 214000 MJ/2 months	c/MJ	0.897	0.9867
	Off Peak – Balance MJ/2 months	c/MJ	0.817	0.8987
	Supply Charge	c/day	73.36	80.696

**DISTRIBUTION ZONE – TRU EAST**

<b>Domestic</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Domestic – General	Peak – First 3200 MJ/2 months	c/MJ	1.646	1.8106
	Peak – Balance MJ/2 months	c/MJ	1.452	1.5972
	Off Peak – First 3200 MJ/2 months	c/MJ	1.543	1.6973
	Off Peak – Balance MJ/2 months	c/MJ	1.377	1.5147
	Supply Charge	c/day	51.86	57.046

<b>Small Business</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Business – General	Peak – First 100000 MJ/2 months	c/MJ	1.421	1.5631
	Peak – Next 450000 MJ/2 months	c/MJ	1.060	1.1660
	Peak – Balance MJ/2 months	c/MJ	1.029	1.1319
	Off Peak – First 100000 MJ/2 months	c/MJ	1.306	1.4366
	Off Peak – Next 450000 MJ/2 months	c/MJ	0.942	1.0362
	Off Peak – Balance MJ/2 months	c/MJ	0.942	1.0362
	Supply Charge	c/day	60.13	66.143

**DISTRIBUTION ZONE – TRU CENTRAL**

<b>Domestic</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Domestic – General	Peak – First 3200 MJ/2 months	c/MJ	1.981	2.1791
	Peak – Balance MJ/2 months	c/MJ	1.580	1.7380
	Off Peak – First 3200 MJ/2 months	c/MJ	1.689	1.8579
	Off Peak – Balance MJ/2 months	c/MJ	1.481	1.6291
	Supply Charge	c/day	50.95	56.045



<b>Small Business</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Business – General	Peak – First 100000 MJ/2 months	c/MJ	1.443	1.5873
	Peak – Next 450000 MJ/2 months	c/MJ	1.053	1.1583
	Peak – Balance MJ/2 months	c/MJ	1.011	1.1121
	Off Peak – First 100000 MJ/2 months	c/MJ	1.355	1.4905
	Off Peak – Next 450000 MJ/2 months	c/MJ	0.953	1.0483
	Off Peak – Balance MJ/2 months	c/MJ	0.944	1.0384
	Supply Charge	c/day	60.38	66.418

**DISTRIBUTION ZONE – TRU WEST**

<b>Domestic</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Domestic – General	Peak – First 3200 MJ/2 months	c/MJ	1.789	1.9679
	Peak – Balance MJ/2 months	c/MJ	1.578	1.7358
	Off Peak – First 3200 MJ/2 months	c/MJ	1.521	1.6731
	Off Peak – Balance MJ/2 months	c/MJ	1.340	1.4740
	Supply Charge	c/day	49.43	54.373

<b>Small Business</b>	<b>Tariff</b>	<b>Unit</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Business – General	Peak – First 100000 MJ/2 months	c/MJ	1.411	1.5521
	Peak – Next 450000 MJ/2 months	c/MJ	1.058	1.1638
	Peak –Balance MJ/2 months	c/MJ	1.043	1.1473
	Off Peak – First 100000 MJ/2 months	c/MJ	1.307	1.4377
	Off Peak – Next 450000 MJ/2 months	c/MJ	0.984	1.0824
	Off Peak – Balance MJ/2 months	c/MJ	0.970	1.0670
	Supply Charge	c/day	58.57	64.427

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

RED ENERGY PTY LIMITED ABN 60 107 479 372

The following tariffs apply to the sale and supply of electricity and gas in accordance with sections 35 and 39 of the **Electricity Industry Act 2000** (Victoria) and sections 42 and 46 of the **Gas Industry Act 2001** (Victoria) respectively, and are effective 1 February 2012.

**ELECTRICITY TARIFFS – RESIDENTIAL**

**Table 1: Offers applicable for single rate meters with and without controlled loads (excluding customers in United Energy Distribution area).**

Applicable Distributor	Residential Electricity Price Plans	Excluding GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Controlled Off Peak Tariff c/kWh
Jemena	Single Rate	85.00	22.030	N/A		
	Two Rate	90.00	22.030	N/A		12.650
Citipower	Single Rate	70.00	19.070	1,020	20.350	
	Two Rate	70.00	19.070	1,020	20.350	12.240
Powercor	Single Rate	80.00	21.930	1,000	23.460	
	Two Rate	80.00	21.930	1,000	23.460	11.830
SP AusNet	Single Rate	80.00	22.800	N/A		
	Two Rate	90.00	22.800	N/A		13.520

Applicable Distributor	Residential Electricity Price Plans	Including GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Controlled Off Peak Tariff c/kWh
Jemena	Single Rate	93.50	24.233			
	Two Rate	99.00	24.233			13.915
Citipower	Single Rate	77.00	20.977	1,020	22.385	
	Two Rate	77.00	20.977	1,020	22.385	13.464
Powercor	Single Rate	88.00	24.123	1,000	25.806	
	Two Rate	88.00	24.123	1,000	25.806	13.013
SP AusNet	Single Rate	88.00	25.080			
	Two Rate	99.00	25.080			14.872

**Single Rate Plans:** Applicable to single rate meters.

**Two Rate Plans:** Applicable for single rate meters with a dedicated circuit meter (available only to current installations).

**Peak:** 24 hours per day, 7 days per week.

**Off Peak:** Generally a 6 or 8 hour period between 10 pm–7 am Monday-Sunday, actual hours controlled at the premises by a timeswitch associated with an off peak meter.

**Peak Tariff 1:** Charge applicable during Peak up to and including the Peak Step Quantity of electricity.

**Peak Tariff 2:** Charge applicable during Peak for each kWh of electricity consumed above the Peak Step Quantity.

**Controlled Off Peak Tariff:** Charge applicable during Off Peak for electricity consumed on all timeswitch controlled dedicated off peak meters for hot water and/or storage space heating.

**Table 2: Offers applicable for single rate meters with or without controlled loads for customers in United Energy Distribution area.**

Applicable Distributor	Residential Electricity Price Plans	Excluding GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Controlled Off Peak Tariff c/kWh
United Energy	Single Rate	79.00	22.000	19.000	
	Two Rate	85.00	22.000	19.000	12.140

Applicable Distributor	Residential Electricity Price Plans	Including GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Controlled Off Peak Tariff c/kWh
United Energy	Single Rate	86.90	24.200	20.900	
	Two Rate	93.50	24.200	20.900	13.354

**Single Rate Plans:** Applicable to single rate meter.

**Two Rate Plans:** Applicable for single rate meters with a dedicated circuit meter (available only to current installations).

**Peak:** Tariff applicable 24 hours per day, 7 days per week.

**Off Peak:** Generally a 6 or 8 hour period between 10 pm–7 am Monday–Sunday, actual hours controlled at the premises by a timeswitch associated with the dedicated circuit meter.

**Summer Tariff:** Charge applicable for all electricity consumed during Peak between 1 November–31 March.

**Winter Tariff:** Charge applicable for all electricity consumed during Peak between 1 April–31 October.

**Controlled Off Peak Tariff:** Charge applicable during Off Peak for electricity consumed on all timeswitch controlled dedicated off peak meters for hot water and/or storage space heating.

**Table 3: Offers applicable for ‘time of use’ meters (sometimes known as ‘Winner tariffs’) (excluding customers in United Energy Distribution area).**

Applicable Distributor	Residential Electricity Price Plans	Excluding GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Off Peak Tariff c/kWh
Jemena	Time of Use	85.00	28.660	N/A		12.650
Citipower	Time of Use	70.00	24.480	N/A		12.240
Powercor	Time of Use	80.00	27.950	1,000	28.760	11.830
SP AusNet	Time of Use	80.00	26.520	N/A		15.300

Applicable Distributor	Residential Electricity Price Plans	Including GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Off Peak Tariff c/kWh
Jemena	Time of Use	93.50	31.526			13.915
Citipower	Time of Use	77.00	26.928			13.464
Powercor	Time of Use	88.00	30.745	1,000	31.636	13.013
SP AusNet	Time of Use	88.00	29.172			16.830

**Time of Use Plans:** ‘time of use’ meters.

**Peak:** Interval Meters, 7 am–11 pm Monday–Friday, Basic Meters, 7 am–11 pm AEST Monday–Friday.

**Off Peak:** All Other Times.

**AEST:** Australian Eastern Standard Time.

**Peak Tariff 1:** Charge applicable during Peak up to and including the Peak Step Quantity of electricity.

**Peak Tariff 2:** Charge applicable during Peak for each kWh of electricity consumed above the Peak Step Quantity.

**Off Peak Tariff:** Charge applicable for all electricity consumed during Off Peak.

**Table 4: Offers applicable for ‘time of use’ meters (sometimes known as ‘Winner tariffs’) in United Energy Distribution area.**

Applicable Distribution Area	Residential Electricity Price Plans	Excluding GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Off Peak Tariff c/kWh
United Energy	Time of Use	79.00	28.500	26.000	11.730

Applicable Distribution Area	Residential Electricity Price Plans	Including GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Off Peak Tariff c/kWh
United Energy	Time of Use	86.90	31.350	28.600	12.903

**Time of Use Plans:** 'time of use' meters.

**Peak:** Interval Meters, 7 am–11 pm Monday–Friday, Basic Meters, 7 am–11 pm AEST Monday–Friday.

**Off Peak:** All Other Times.

**AEST:** Australian Eastern Standard Time.

**Summer Tariff:** Charge applicable for all electricity consumed during Peak between 1 November–31 March.

**Winter Tariff:** Charge applicable for all electricity consumed during Peak between 1 April–31 October.

**Off Peak Tariff:** Charge applicable for all electricity consumed during Off Peak.

**Table 5: Offers applicable for two rate 'Climate Saver' meters installed in the Powercor Distribution area.**

Applicable Distributor	Residential Electricity Price Plans	Excluding GST	
		Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh
Powercor	Climate Saver	24.990	16.320

Applicable Distributor	Residential Electricity Price Plans	Including GST	
		Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh
Powercor	Climate Saver	27.489	17.952

**Climate Saver:** Applicable to meters dedicated to reverse cycle air conditioning units approved by Powercor. Note these tariffs apply in addition to tariffs applicable for Single Rate, Two Rate and Time of Use price plans in the Powercor Distribution area.

**Peak:** Tariff applicable 24 hours per day, 7 days per week.

**Summer Tariff:** Charge applicable for electricity consumed during Peak between 1 November–31 March.

**Winter Tariff:** Charge applicable for electricity consumed during Peak between 1 April–31 October.

**GAS TARIFFS****Table 1: Offers applicable for the North, South Yarra Valley and Gippsland regions of the Multinet Distribution area.**

Applicable Distributor	Gas Price Plan Region	Excluding GST					
		Fixed Charge c/day	Peak Rate 1 c/MJ	Peak Step Quantity 1 MJ/day	Peak Rate 2 c/MJ	Peak Step Quantity 2 MJ/day	Peak Rate 3 c/MJ
Multinet	North	52.50	1.620	100	1.250	50	0.840
	South	46.00	1.520	58	1.290	N/A	
	South Gippsland	52.00	2.150	50	1.900	100	1.600
	Yarra Valley	47.50	1.830	50	1.720	100	1.620

Applicable Distributor	Gas Price Plan Region	Including GST					
		Fixed Charge c/day	Peak Rate 1 c/MJ	Peak Step Quantity 1 MJ/day	Peak Rate 2 c/MJ	Peak Step Quantity 2 MJ/day	Peak Rate 3 c/MJ
Multinet	North	57.75	1.782	100	1.375	55	0.92
	South	50.60	1.672	58	1.419		
	South Gippsland	57.20	2.365	50	2.090	110	1.76
	Yarra Valley	52.25	2.013	50	1.892	110	1.78

Applicable Distributor	Gas Price Plan Region	Excluding GST					
		Fixed Charge c/day	Off Peak Rate 1 c/MJ	Off Peak Step Quantity 1 MJ/day	Off Peak Rate 2 c/MJ	Peak Step Quantity 2 MJ/day	Off Peak Rate 3 c/MJ
Multinet	North	52.50	1.500	100	1.120	50	0.830
	South	46.00	1.420	58	1.170		
	South Gippsland	52.00	2.150	50	1.900	100	1.600
	Yarra Valley	47.50	1.770	50	1.660	100	1.610

Applicable Distributor	Gas Price Plan Region	Including GST					
		Fixed Charge c/day	Off Peak Rate 1 c/MJ	Off Peak Step Quantity 1 MJ/day	Off Peak Rate 2 c/MJ	Peak Step Quantity 2 MJ/day	Off Peak Rate 3 c/MJ
Multinet	North	57.75	1.650	100	1.232	50	0.91
	South	50.60	1.562	58	1.287	0	
	South Gippsland	57.20	2.365	50	2.090	100	1.76
	Yarra Valley	52.25	1.947	50	1.826	100	1.77

Peak: 1 May to 31 October.

Off Peak: 1 November to 30 April.

Peak Rate 1: Charge applicable for all gas consumed during Peak up to and including the Peak Step Quantity 1.

Peak Rate 2: Charge applicable for all gas consumed during Peak in excess of Peak Step Quantity 1 up to and including the Peak Step Quantity 2.

Peak Rate 3: Charge applicable for all gas consumed during Peak in excess of Peak Step Quantity 2.

Off Peak Rate 1: Charge applicable for all gas consumed during Off Peak up to and including the Off Peak Step Quantity 1.

Off Peak Rate 2: Charge applicable for all gas consumed during Off Peak in excess of Off Peak Step Quantity 1 up to and including the Off Peak Step Quantity 2.

Off Peak Rate 3: Charge applicable for all gas consumed during Off Peak in excess of Off Peak Step Quantity 2.

Postcodes applicable for these gas price plan regions:

Multinet North:

3004, 3006, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3111, 3113, 3114, 3115, 3116, 3122, 3123, 3124, 3125, 3126, 3127, 3128, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3140, 3141, 3142, 3143, 3144, 3145, 3146, 3147, 3148, 3149, 3151, 3153, 3154, 3155, 3159, 3181, 3765, 3766, 3767, 3770, 3781, 3782, 3783, 3787, 3788, 3789, 3791, 3792, 3793, 3795, 3796, 3804.

Multinet South:

3150, 3152, 3156, 3158, 3160, 3161, 3162, 3163, 3165, 3166, 3167, 3168, 3169, 3170, 3171, 3172, 3173, 3174, 3175, 3177, 3178, 3179, 3180, 3182, 3183, 3184, 3185, 3186, 3187, 3188, 3189, 3190, 3191, 3192, 3193, 3194, 3195, 3196, 3197, 3202, 3204, 3205, 3206, 3207, 3785, 3786, 3802.

Yarra Valley:

3139, 3775, 3797, 3799.

Multinet South Gippsland:

3950, 3952, 3953, 3980, 3996.

**Table 2: Offers applicable for the South East, East and North regions of the Envestra Distribution area.**

Applicable Distributor	Gas Price Plan Region	Excluding GST					
		Fixed Charge c/day	Peak Rate 1 c/MJ	Peak Step Quantity 1 MJ/day	Peak Rate 2 c/MJ	Peak Step Quantity 2 MJ/day	Peak Rate 3 c/MJ
Envestra	South East	50.00	1.570	66	1.390	131	1.120
	East	52.00	1.590	53	1.280		
	North	50.00	1.570	66	1.470	131	1.120

Applicable Distributor	Gas Price Plan Region	Including GST					
		Fixed Charge c/day	Peak Rate 1 c/MJ	Peak Step Quantity 1 MJ/day	Peak Rate 2 c/MJ	Peak Step Quantity 2 MJ/day	Peak Rate 3 c/MJ
Envestra	South East	55.00	1.727	66	1.529	131	1.23
	East	57.20	1.749	53	1.408	0	
	North	55.00	1.727	66	1.617	131	1.23

Applicable Distributor	Gas Price Plan Region	Excluding GST					
		Fixed Charge c/day	Off Peak Rate 1 c/MJ	Off Peak Step Quantity 1 MJ/day	Off Peak Rate 2 c/MJ	Peak Step Quantity 2 MJ/day	Off Peak Rate 3 c/MJ
Envestra	South East	50.00	1.550	66	1.320	131	1.120
	East	52.00	1.480	53	1.220		
	North	50.00	1.430	66	1.410	131	1.090

Applicable Distributor	Gas Price Plan Region	Including GST					
		Fixed Charge c/day	Off Peak Rate 1 c/MJ	Off Peak Step Quantity 1 MJ/day	Off Peak Rate 2 c/MJ	Peak Step Quantity 2 MJ/day	Off Peak Rate 3 c/MJ
Envestra	South East	55.00	1.705	66	1.452	131	1.232
	East	57.20	1.628	53	1.342	0	
	North	55.00	1.573	66	1.551	131	1.199

Peak: 1 June to 30 September.

Off Peak: 1 October to 31 May.

Peak Rate 1: Charge applicable for all gas consumed during Peak up to and including the Peak Step Quantity 1.

Peak Rate 2: Charge applicable for all gas consumed during Peak in excess of Peak Step Quantity 1 up to and including the Peak Step Quantity 2.

Peak Rate 3: Charge applicable for all gas consumed during Peak in excess of Peak Step Quantity 2.

Off Peak Rate 1: Charge applicable for all gas consumed during Off Peak up to and including the Off Peak Step Quantity 1.

Off Peak Rate 2: Charge applicable for all gas consumed during Off Peak in excess of Off Peak Step Quantity 1 up to and including the Off Peak Step Quantity 2.

Off Peak Rate 3: Charge applicable for all gas consumed during Off Peak in excess of Off Peak Step Quantity 2.

Postcodes applicable for these gas price plan regions:

Envestra South East:

3198, 3199, 3200, 3201, 3777, 3803, 3805, 3806, 3807, 3808, 3809, 3810, 3812, 3813, 3814, 3815, 3816, 3818, 3820, 3822, 3823, 3824, 3825, 3840, 3842, 3844, 3847, 3850, 3851, 3852, 3860, 3910, 3911, 3912, 3913, 3915, 3916, 3918, 3919, 3920, 3921, 3926, 3927, 3928, 3929, 3930, 3931, 3933, 3934, 3936, 3937, 3938, 3939, 3940, 3941, 3942, 3943, 3944, 3975, 3976, 3977, 3978, 3980, 3981, 3984, 3987(excl Lang Lang)

Envestra East:

3000, 3002, 3003, 3008, 3010, 3050, 3051, 3052, 3053, 3054, 3055, 3056, 3057, 3065, 3066, 3067, 3068, 3070, 3071, 3072, 3073, 3074, 3075, 3076, 3078, 3079, 3081, 3082, 3083, 3084, 3085, 3087, 3088, 3089, 3090, 3091, 3093, 3094, 3095, 3096, 3097, 3099, 3121, 3750, 3752, 3754, 3755, 3759, 3760, 3761, 8011.

Envestra North:

3561, 3564, 3616, 3618, 3620, 3621, 3623, 3624, 3629, 3630, 3631, 3658, 3659, 3660, 3662, 3666, 3672, 3677, 3678, 3683, 3690, 3691, 3694, 3751, 3753, 3756, 3757, 3763, 3764.

**Table 3: Offer applicable for the Murray Valley region of the Envestra Distribution area.**

Applicable Distributor	Gas Price Plan Region	Excluding GST	
		Fixed Charge c/day	Peak Rate c/MJ
Envestra	Murray Valley	52.00	1.720

Applicable Distributor	Gas Price Plan Region	Including GST	
		Fixed Charge c/day	Peak Rate c/MJ
Envestra	Murray Valley	57.20	1.89



Peak: Consumption at any time.

Peak Rate: Charge applicable for all gas consumed during Peak.

Postcodes applicable for these gas price plan regions:

Envestra Murray Valley:

3636, 3638, 3640, 3641, 3644, 3685, 3687, 3730.

**Table 4: Offers applicable for the North West, Central and West regions of the SP Ausnet Distribution area.**

Applicable Distributor	Gas Price Plan Region	Excluding GST					
		Fixed Charge	Peak Rate 1	Peak Step Quantity 1	Peak Rate 2	Peak Step Quantity 2	Peak Rate 3
		c/day	c/MJ	MJ/day	c/MJ	MJ/day	c/MJ
SP Ausnet	North West	45.00	1.800	58	1.550		
	Central	50.00	1.820	53	1.470		
	West	46.00	1.700	53	1.520		

Applicable Distributor	Gas Price Plan Region	Including GST					
		Fixed Charge	Peak Rate 1	Peak Step Quantity 1	Peak Rate 2	Peak Step Quantity 2	Peak Rate 3
		c/day	c/MJ	MJ/day	c/MJ	MJ/day	c/MJ
SP Ausnet	North West	49.50	1.98	58	1.71	0	
	Central	55.00	2.00	53	1.62	0	
	West	50.60	1.87	53	1.67	0	

Applicable Distributor	Gas Price Plan Region	Excluding GST					
		Fixed Charge	Off Peak Rate 1	Off Peak Step Quantity 1	Off Peak Rate 2	Peak Step Quantity 2	Off Peak Rate 3
		c/day	c/MJ	MJ/day	c/MJ	MJ/day	c/MJ
SP Ausnet	North West	45.00	1.530	58	1.320		
	Central	50.00	1.620	53	1.320		
	West	46.00	1.410	53	1.240		

Applicable Distributor	Gas Price Plan Region	Including GST					
		Fixed Charge	Off Peak Rate 1	Off Peak Step Quantity 1	Off Peak Rate 2	Peak Step Quantity 2	Off Peak Rate 3
		c/day	c/MJ	MJ/day	c/MJ	MJ/day	c/MJ
SP Ausnet	North West	49.50	1.68	58	1.45	0	
	Central	55.00	1.78	53	1.45	0	
	West	50.60	1.55	53	1.36	0	

Peak: 1 June to 30 September.

Off Peak: 1 October to 31 May.

Peak Rate 1: Charge applicable for all gas consumed during Peak up to and including the Peak Step Quantity 1.

Peak Rate 2: Charge applicable for all gas consumed during Peak in excess of Peak Step Quantity 1 up to and including the Peak Step Quantity 2.

Peak Rate 3: Charge applicable for all gas consumed during Peak in excess of Peak Step Quantity 2.

Off Peak Rate 1: Charge applicable for all gas consumed during Off Peak up to and including the Off Peak Step Quantity 1.

Off Peak Rate 2: Charge applicable for all gas consumed during Off Peak in excess of Off Peak Step Quantity 1 up to and including the Off Peak Step Quantity 2.

Off Peak Rate 3: Charge applicable for all gas consumed during Off Peak in excess of Off Peak Step Quantity 2.

Postcodes applicable for these gas price plan regions:

SP Ausnet North West:

3011, 3012, 3013, 3015, 3016, 3018, 3019, 3020, 3021, 3022, 3023, 3025, 3026, 3028, 3031, 3032, 3033, 3034, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 3048, 3049, 3058, 3059, 3060, 3061, 3062, 3063, 3064, 3428.

SP Ausnet Central:

3024, 3027, 3029, 3030, 3211, 3212, 3214, 3215, 3216, 3217, 3218, 3219, 3220, 3221, 3222, 3223, 3224, 3225, 3226, 3228, 3335, 3337, 3338, 3427, 3429.

SP Ausnet West:

3249, 3250, 3266, 3277, 3280, 3282, 3300, 3305, 3340, 3342, 3350, 3352, 3355, 3356, 3357, 3430, 3437, 3444, 3450, 3451, 3460, 3461, 3464, 3465, 3550, 3551, 3555, 3556.

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**ELECTRICITY TARIFFS – SMALL BUSINESS****Table 1: Offers applicable for single rate meters with and without controlled loads (excluding customers in United Energy Distribution).**

<b>Applicable Distributor</b>	<b>Residential Electricity Price Plans</b>	<b>Excluding GST</b>				
		<b>Fixed Charge c/day</b>	<b>Peak Tariff 1 c/kWh</b>	<b>Peak Step Quantity kWh/quarter</b>	<b>Peak Tariff 2 c/kWh</b>	<b>Controlled Off Peak Tariff c/kWh</b>
Jemena	Single Rate	100.00	22.640			
Citipower	Single Rate	105.00	20.400			
	Two Rate	105.00	20.400			11.220
Powercor	Single Rate	90.00	24.480	1,000	24.900	
	Two Rate	90.00	24.480	1,000	24.900	11.880
SP AusNet	Single Rate	95.00	26.010			
	Two Rate	95.00	26.010			13.520

<b>Applicable Distributor</b>	<b>Residential Electricity Price Plans</b>	<b>Including GST</b>				
		<b>Fixed Charge c/day</b>	<b>Peak Tariff 1 c/kWh</b>	<b>Peak Step Quantity kWh/quarter</b>	<b>Peak Tariff 2 c/kWh</b>	<b>Controlled Off Peak Tariff c/kWh</b>
Jemena	Single Rate	110.00	24.904	0		
Citipower	Single Rate	115.50	22.440	0		
	Two Rate	115.50	22.440	0		12.342
Powercor	Single Rate	99.00	26.928	1,000	27.390	
	Two Rate	99.00	26.928	1,000	27.390	13.068
SP AusNet	Single Rate	104.50	28.611	0		
	Two Rate	104.50	28.611	0		14.872

**Single Rate Plans:** Applicable to single rate meters.

**Two Rate Plans:** Applicable for single rate meters with dedicated circuit meter.

**Peak:** 24 hours per day, 7 days per week.

**Off Peak:** Generally a 6 or 8 hour period between 10 pm–7 am Monday–Sunday, actual hours controlled at the premises by a timeswitch associated with an off peak meter.

**Peak Tariff 1:** Charge applicable during Peak up to and including the Peak Step Quantity of electricity.

**Peak Tariff 2:** Charge applicable during Peak for each kWh of electricity consumed above the Peak Step Quantity.

**Controlled Off Peak Tariff:** Charge applicable during Off Peak for electricity consumed on all timeswitch controlled dedicated off peak meters for hot water and/or storage space heating (available only to current installations).

**Table 2: Offers applicable for single rate meters with or without controlled loads for customers in United Energy Distribution area.**

Applicable Distributor	Residential Electricity Price Plans	Excluding GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Controlled Off Peak Tariff c/kWh
United Energy Distribution	Two Rate	90.00	25.000	24.200	12.14
	Single Rate	90.00	25.000	24.200	

Applicable Distributor	Residential Electricity Price Plans	Including GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Controlled Off Peak Tariff c/kWh
United Energy Distribution	Two Rate	99.00	27.500	26.620	13.354
	Single Rate	99.00	27.500	26.620	

**Single Rate Plans:** Applicable to single rate meters.

**Two Rate Plans:** Applicable for single rate meters with dedicated circuit meter.

**Peak:** Tariff applicable 24 hours per day, 7 days per week.

**Off Peak:** Generally a 6 or 8 hour period between 10 pm–7 am Monday–Sunday AEST, actual hours controlled at the premises by a timeswitch associated with an off peak meter.

**Summer Tariff:** Charge applicable for all electricity consumed during Peak between 1 November–31 March.

**Winter Tariff:** Charge applicable for all electricity consumed during Peak between 1 April–31 October.

**Controlled Off Peak Tariff:** Charge applicable during Off Peak for electricity consumed on all timeswitch controlled dedicated off peak meters for hot water and/or storage space heating (available only to current installations).

**Table 3: Offers applicable for two rate ‘time of use’ meters (sometimes known as ‘Tariff D’) (excluding customers in United Energy Distribution)**

Applicable Distributor	Residential Electricity Price Plans	Excluding GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Off Peak Tariff c/kWh
Jemena	Time Of Use	100.00	25.300	N/A		12.040
Citipower	Time Of Use	120.00	24.280	N/A		11.220
Powercor	Time Of Use	90.00	27.540	1,000	28.600	11.220
SP AusNet	Time Of Use	95.00	28.050	N/A		16.320

Applicable Distributor	Residential Electricity Price Plans	Including GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Off Peak Tariff c/kWh
Jemena	Time Of Use	110.00	27.83			13.244
Citipower	Time Of Use	132.00	26.71			12.342
Powercor	Time Of Use	99.00	30.29	1,000	31.460	12.342
SP AusNet	Time Of Use	104.50	30.86			17.952

**Time Of Use:** Two rate, or ‘time of use’ meters.

**Peak:** 7 am–11 pm Monday–Friday AEST.

**Off Peak:** All Other Times.

**Peak Tariff 1:** Charge applicable during Peak up to and including the Peak Step Quantity of electricity.

**Peak Tariff 2:** Charge applicable during Peak for each kWh of electricity consumed above the Peak Step Quantity.

**Off Peak Tariff:** Charge applicable for all electricity consumed during Off Peak.

**Table 4: Offers applicable for two rate ‘time of use’ meters (sometimes known as ‘Tariff D’) in United Energy Distribution area.**

Applicable Distribution Area	Residential Electricity Price Plans	Excluding GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Off Peak Tariff c/kWh
United Energy Distribution	Time Of Use	90.00	27.000	26.400	12.400

Applicable Distribution Area	Residential Electricity Price Plans	Excluding GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Off Peak Tariff c/kWh
United Energy Distribution	Time Of Use	99.00	29.700	29.040	13.640

Time Of use: Two rate, or ‘time of use’ meters.

**Peak:** 7 am–11 pm Monday–Friday AEST.

**Off Peak:** All Other Times.

**Summer Tariff:** Charge applicable for all electricity consumed during Peak between 1 November–31 March.

**Winter Tariff:** Charge applicable for all electricity consumed during Peak between 1 April–31 October.

**Off Peak Tariff:** Charge applicable for all electricity consumed during Off Peak.

**Table 5: Offers applicable for 7 day two rate ‘time of use’ meters (sometimes known as ‘Tariff E1’) (excluding customers in United Energy Distribution)**

Applicable Distributor	Residential Electricity Price Plans	Excluding GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Off Peak Tariff c/kWh
Jemena	Time Of Use 7	100.00	24.48	N/A		12.04
Citipower	Time Of Use 7	120.00	21.42	N/A		11.22
Powercor	Time Of Use 7	90.00	27.03	1,000	28.10	11.22
SP AusNet	Time Of Use 7	115.00	27.03	N/A		16.32

Applicable Distributor	Residential Electricity Price Plans	Including GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Off Peak Tariff c/kWh
Jemena	Time Of Use 7	110.00	26.928			13.244
Citipower	Time Of Use 7	132.00	23.562			12.342
Powercor	Time Of Use 7	99.00	29.733	1,000	30.910	12.342
SP AusNet	Time Of Use 7	126.50	29.733			17.952

**Time Of Use 7:** Seven day, two rate or 'time of use' meters (available only to current installations).

**Peak:** 7 am–11 pm Monday–Sunday AEST.

**Off Peak:** All Other Times.

**Peak Tariff 1:** Charge applicable during Peak up to and including the Peak Step Quantity of electricity.

**Peak Tariff 2:** Charge applicable during Peak for each kWh of electricity consumed above the Peak Step Quantity.

**Off Peak Tariff:** Charge applicable for all electricity consumed during Off Peak.

**Table 6: Offers applicable for 7 day two rate 'time of use' meters (sometimes known as 'Tariff E1') in United Energy Distribution area.**

Applicable Distribution Area	Residential Electricity Price Plans	Excluding GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Off Peak Tariff c/kWh
United Energy Distribution	Time Of Use 7	90.00	27.000	25.800	12.400

Applicable Distribution Area	Residential Electricity Price Plans	Excluding GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Off Peak Tariff c/kWh
United Energy Distribution	Time Of Use 7	99.00	29.700	28.380	13.640

**Time of use 7:** Seven day, two rate or 'time of use' meters (available only to current installations).

**Peak:** 7 am–11 pm Monday–Sunday AEST.

**Off Peak:** All Other Times.

**Summer Tariff:** Charge applicable for all electricity consumed during Peak between 1 November–31 March.

**Winter Tariff:** Charge applicable for all electricity consumed during Peak between 1 April–31 October.

**Off Peak Tariff:** Charge applicable for all electricity consumed during Off Peak.

Contact details for Red Energy Pty Ltd

2 William Street, East Richmond, Victoria 3121, Ph: 131 806, Fax: 1300 66 10 86,

Email: [enquiries@redenergy.com.au](mailto:enquiries@redenergy.com.au), Website: [www.redenergy.com.au](http://www.redenergy.com.au)

**Electricity Industry Act 2000**

POWERDIRECT PTY LTD (ABN 28 067 609 803)

This publication is pursuant to sections 40FF and 40G of the **Electricity Industry Act 2000**, which requires Powerdirect Pty Ltd as a relevant licensee to publish premium feed-in tariff scheme terms and conditions, transitional feed-in tariff scheme terms and conditions and general renewable energy feed-in tariff scheme terms and conditions.

<b>Feed-in Tariff Category</b>	<b>Powerdirect Feed-in Tariff</b>
Commercial Generation Standard Feed-in Tariff	<b>\$0.06 per kWh</b> (GST exclusive)
Non-Commercial Generation Standard Feed-in Tariff	Refer to Gazette No. G 48 published on 1 December 2011 or powerdirect.com.au
Premium Feed-in Tariff	<b>\$0.66 per kWh</b> (GST exclusive)
Retailer Feed-in Tariff	<b>\$0.06 per kWh</b> (GST exclusive)
Transitional Feed-in Tariff	<b>\$0.31 per kWh</b> (GST exclusive)

**1. ELIGIBILITY FOR THIS ELECTRICITY GENERATION FEED-IN PLAN****1.1 Feed-in Tariff Category eligibility**

1.1.1 The 'Premium Feed-in Tariff' Feed-in Tariff Category, as required to be offered by us under section 40FF of the Electricity Industry Act, is available to you in accordance with the following criteria:

- (a) your Electricity Generating Facility is:
  - (i) a solar photovoltaic generation facility which has an installed or name-plate generating capacity of 5 kilowatts or less;
  - (ii) in accordance with the Regulatory Requirements and the requirements of your Distributor, connected to the Distribution System in conjunction with the relevant Distributor's approved feed-in network tariff before the date on which it is declared that the Premium Feed-in Tariff scheme has reached capacity ('Premium Feed-in Tariff Scheme End Date');
- (b) if:
  - (i) you are a Residential Customer, the Supply Address at which your Electricity Generating Facility is located is your principal place of residence; or
  - (ii) if you are a Business Customer or community organisation customer, your annual electricity consumption is 100 megawatt hours or less at the Supply Address at which your Electricity Generation Facility is located;
- (c) you have submitted all relevant documentation required by us and your Distributor before the Premium Feed-in Tariff Scheme End Date; and
- (d) the Meter at the Supply Address at which your Electricity Generating Facility is located is a Net Meter;

in which case:

- (e) we will provide Feed-in Credits in accordance with this Electricity Generation Feed-in Plan until the Premium Feed-in Tariff Scheme End Date, or as otherwise determined by the Regulatory Requirements.

- 1.1.2 The ‘Retailer Feed-in Tariff’ Feed-in Tariff Category is available to you in accordance with the following criteria:
- (a) your Electricity Generating Facility is a solar photovoltaic generation facility which has an installed or name-plate generating capacity of 5 kilowatts or less; and
  - (b) you are not eligible, or choose not to enter into an agreement with us, for any other Powerdirect Feed-in Tariff Category.
- 1.1.3 The ‘Standard Feed-in Tariff’ Feed-in Tariff Category, as required to be offered by us under section 40G of the Electricity Industry Act, is available to you in accordance with the following criteria:
- (a) your Electricity Generating Facility is either a:
    - (i) solar photovoltaic generation facility which has an installed or name-plate generating capacity of more than 5 kilowatts and less than 100 kilowatts; or
    - (ii) generating facility which has an installed or name-plate generating capacity of less than 100 kilowatts and is defined in the Electricity Industry Act as a:
      - a. wind energy generation facility;
      - b. hydro energy generation facility;
      - c. biomass energy generation facility; or
      - d. a facility or class of facility specified by Order in the Government Gazette as a small renewable energy generation facility; and
- in which case:
- (b) if the generation of electricity by your Electricity Generating Facility is principally for use by you at the Supply Address, you will be entitled to the relevant published ‘Non-Commercial Generation Standard Feed-in Tariff’; or
  - (c) if the generation of electricity by your Electricity Generating Facility is not principally for use by you at the Supply Address, you will be entitled to the relevant published ‘Commercial Generation Standard Feed-in Tariff’.
- 1.1.4 The ‘Transitional Feed-in Tariff’ Feed-in Tariff Category, as required to be offered by us under section 40FF of the Electricity Industry Act, is available to you in accordance with the following criteria:
- (a) your Electricity Generating Facility is:
    - (i) a solar photovoltaic generation facility which has an installed or name-plate generating capacity of 5 kilowatts or less;
    - (ii) in accordance with the Regulatory Requirements and the requirements of your Distributor, connected to the Distribution System in conjunction with the relevant Distributor’s approved feed-in network tariff;
  - (b) if:
    - (i) you are a Residential Customer, the Supply Address at which your Electricity Generating Facility is located is your principal place of residence; or
    - (ii) if you are a Business Customer or community organisation customer, your annual electricity consumption is 100 megawatt hours or less at the Supply Address at which your Electricity Generation Facility is located;
  - (c) you have submitted all relevant documentation required by us and your Distributor; and



- (d) the Meter at the Supply Address at which your Electricity Generating Facility is located is a Net Meter;

in which case:

- (e) we will provide Feed-in Credits in accordance with this Electricity Generation Feed-in Plan from the Transitional Feed-in Tariff Scheme Start Date until the fifth anniversary of the Transitional Feed-in Tariff Scheme Start Date, or as otherwise determined by the Regulatory Requirements.

## **2. ABOUT YOUR POWERDIRECT ELECTRICITY GENERATION FEED-IN PLAN**

### **2.1 Powerdirect Electricity Generation Feed-in Plan**

- 2.1.1 These Electricity Generation Feed-in Terms, and any Electricity Generation Feed-in Offer we make which refers to them and incorporates them, form a contract between you and us ('Electricity Generation Feed-in Plan'), under which we will credit or pay you for your Electricity Generation Export.
- 2.1.2 The terms of the Electricity Generation Feed-in Offer will prevail over these Electricity Generation Feed-in Terms to the extent of any inconsistency.
- 2.1.3 Any renewable energy certificates or small-scale technology certificates relevant to your Electricity Generation Export or Electricity Generation Facility are not part of this Electricity Generation Feed-in Plan.

### **2.2 Nature of Electricity Generation Feed-in Plan and acceptance**

- 2.2.1 We will provide Feed-in Credits in accordance with this Electricity Generation Feed-in Plan from the Commencement Date and for the Term of your Electricity Generation Feed-in Plan.
- 2.2.2 This Electricity Generation Feed-in Plan is only available to a person who:
  - (a) is occupying a Supply Address in Victoria;
  - (b) is exporting or is proposing to export into the Distribution System, electricity generated by the Electricity Generating Facility listed in the Electricity Generation Feed-in Offer;
  - (c) purchases electricity from us under an Electricity Sale Contract with us for the Supply Address; and
  - (d) satisfies, and continues to satisfy, the eligibility requirements as specified in the Electricity Generation Feed-in Offer.
- 2.2.3 By accepting this Electricity Generation Feed-in Plan, you are unable to enter into bill smoothing arrangements with us in relation to your Electricity Sale Contract because bill smoothing is inconsistent with our ability to perform our obligation to provide you with Feed-in Credits in accordance with this Electricity Generation Feed-in Plan.
- 2.2.4 This Electricity Generation Feed-in Plan is only available for the Electricity Generating Facility listed in the Electricity Generation Feed-in Offer and is not transferable.
- 2.2.5 This Electricity Generation Feed-in Plan is only available where the Meter at the Supply Address at which your Electricity Generating Facility is located is suitable for your Feed-in Tariff Category. Please confirm the metering requirements for your Feed-in Tariff Category with us.
- 2.2.6 You are only eligible to receive the Transitional Feed-in Tariff or Premium Feed-in Tariff for one Electricity Generating Facility per Supply Address.
- 2.2.7 By accepting this Electricity Generation Feed-in Plan, you agree to be bound by the terms of the Electricity Generation Feed-in Offer and by these Electricity Generation Feed-in Terms.

- 2.2.8 If you already have a contract with us for credit or payment of Electricity Generation Export, entering into a new Electricity Generation Feed-in Plan replaces it in respect of that Electricity Generation Export from the Commencement Date of the new Electricity Generation Feed-in Plan.

### **2.3 Definitions and interpretation**

The glossary set out in clause 13 of these Electricity Generation Feed-in Terms provides the meanings of certain capitalised words used in this Electricity Generation Feed-in Plan and the rules of interpretation applying to this Electricity Generation Feed-in Plan.

## **3. COMMENCEMENT AND TERM**

### **3.1 Connection to Distribution System**

- 3.1.1 If you ask us to, we will request that your Distributor connect your Electricity Generating Facility to the Distribution System. We will ensure that we do this as soon as possible (and not later than one Business Day) after you agree to pay any connection charge required to be paid by you under this Electricity Generation Feed-in Plan (see clause 3.1.2 below) and provide us with:

- (a) Acceptable Identification, if requested by us;
- (b) your contact details;
- (c) confirmation that the Meter at your Supply Address meets the requirements for your Feed-in Tariff Category;
- (d) if the Electricity Generating Facility is affixed to or forms part of a rental property, contact details for the property owner or the owner's agent;
- (e) all documentation required under electricity safety legislation;
- (f) confirmation that you have completed a solar connection form and entered into an agreement with your Distributor for the connection of your Electricity Generating Facility to the Distribution System (unless we arrange the connection on your behalf); and
- (g) all other documentation reasonably required by us and the relevant Distributor, where applicable.

- 3.1.2 Any Distribution charges in relation to the connection of your Electricity Generating Facility to the Distribution System, to the extent that they are not recovered under your Electricity Sale Contract, will be charged at the relevant applicable price under your Electricity Sale Contract.

### **3.2 Commencement Date**

- 3.2.1 This Electricity Generation Feed-in Plan begins on the date you accept it, however our obligations under this Electricity Generation Feed-in Plan will not begin until the Commencement Date.

- 3.2.2 The Commencement Date under this Electricity Generation Feed-in Plan will be the date on or after the applicable Scheme Start Date on which all the following conditions are satisfied:

- (a) we have become Responsible for your Supply Address under a binding Electricity Sale Contract;
- (b) your Electricity Generating Facility, in accordance with Regulatory Requirements and the requirements of your Distributor, is connected to the relevant Distribution System in conjunction with the relevant Distributor's approved feed-in network tariff, where applicable;
- (c) the relevant cables and appliances for your Electricity Generating Facility are certified as complying with Regulatory Requirements and the requirements of your Distributor;

- (d) if requested by us, you have provided to our satisfaction:
  - (i) Acceptable Identification, billing contact details, and information concerning your Electricity Generating Facility; and
  - (ii) where you are not the owner of the property, the consent of, or contact numbers for, the property owner or agent; and
- (e) you have given your explicit informed consent to entering into this Electricity Generation Feed-in Plan.

### **3.3 Term of Electricity Generation Feed-in Plan**

Your Electricity Generation Feed-in Plan ends on the earlier of:

- (a) any End Date specified in the Electricity Generation Feed-in Offer; or
- (b) the date on which either your Electricity Sale Contract or this Electricity Generation Feed-in Plan ends, if terminated by you or us in accordance with the relevant terms.

## **4. TERMINATION**

### **4.1 When can you terminate this Electricity Generation Feed-in Plan?**

4.1.1 You may terminate this Electricity Generation Feed-in Plan at any time by letting us know by phone or in writing.

4.1.2 This Electricity Generation Feed-in Plan will end on the earlier of:

- (a) the date specified in your notice to us in accordance with clause 4.1.1;
- (b) the date on which we receive your notice to us in accordance with clause 4.1.1; or
- (c) if we terminate this Electricity Generation Feed-in Plan in accordance with clause 4.2, any date specified in the relevant subclause.

### **4.2 When can we terminate this Electricity Generation Feed-in Plan?**

We may terminate this Electricity Generation Feed-in Plan if:

- (a) you enter into another contract with us for the sale by you of Electricity Generation Export at your Supply Address (in which case this Electricity Generation Feed-in Plan will end automatically on the date our obligations under that other contract commence);
- (b) you enter into a contract with another retailer for the sale by you of Electricity Generation Export (in which case this Electricity Generation Feed-in Plan automatically ends on the date the obligations of the other retailer commence under that other contract);
- (c) you vacate your Supply Address (in which case this Electricity Generation Feed-in Plan ends on the latter of either the date you vacate your Supply Address, or the date that you notify us in writing that you have vacated your Supply Address);
- (d) under the terms of our Electricity Sale Contract with you, your Supply Address is disconnected and you no longer have any right to be reconnected (in which case this Electricity Generation Feed-in Plan will end upon disconnection, or if a right to reconnection exists, upon expiry of that right);
- (e) you breach any of your obligations under the terms of this Electricity Generation Feed-in Plan and fail to remedy that breach within 10 Business Days of us giving you notice, specifying the breach and requiring it to be remedied (in which case this Electricity Generation Feed-in Plan will end at the expiry of that 10 Business Day period);
- (f) you cease to satisfy the eligibility requirements for your Powerdirect Feed-in Tariff, as specified as such in clause 1 of these Electricity Generation Feed-in Terms and your Electricity Generation Feed-in Offer; or
- (g) we are no longer required under Regulatory Requirements to publish an offer pursuant to which we will provide you with Feed-in Credits for Electricity Generation Export.

**4.3 Effect of termination**

Termination will not affect your or our obligation to pay any amount due at the date of termination, or any accrued rights or remedies that we or you may have under this Electricity Generation Feed-in Plan.

**5. DISCONNECTION****5.1 Disconnection**

5.1.1 We may disconnect your Supply of Electricity Generation Export (or request that your Distributor do so) if:

- (a) it is a necessary incident of exercising our right to disconnect the Supply of electricity to your Supply Address under the terms of your Electricity Sale Contract with us; or
- (b) it is required by Regulatory Requirements.

5.1.2 If we disconnect your Supply of Electricity Generation Export in accordance with clause 5.1.1, we may charge you a disconnection fee reflecting our direct costs arising from the disconnection (to the extent that those costs are not already being recovered by us under your Electricity Sale Contract).

**5.2 Reconnection**

If your Supply Address has been reconnected in accordance with the terms of your Electricity Sale Contract, we will arrange for your Supply of Electricity Generation Export to be reconnected on payment of a reconnection fee reflecting our direct costs arising from the disconnection and reconnection (to the extent that those costs are not already being recovered by us under your Electricity Sale Contract).

**6. POWERDIRECT FEED-IN TARIFF AND VARIATIONS****6.1 Calculation of Feed-in Credit**

6.1.1 Your initial Powerdirect Feed-in Tariff is set out in the Electricity Generation Feed-in Offer.

6.1.2 We will credit you for Electricity Generation Export during each Billing Period in accordance with the following formula:

$$\text{Feed-in Credit} = E \times T$$

Where:

Feed-in Credit = the amount which we will credit to your bill for the relevant Billing Period under your Electricity Sale Contract on account of Electricity Generation Export during that Billing Period,

E = the volume of Electricity Generation Export (in kWh) during that Billing Period, and

T = your Powerdirect Feed-in Tariff current at that time (in cents per kWh).

6.1.3 We may deduct from the Feed-in Credit calculated in accordance with clause 6.1.2, any amounts which we are entitled to charge you under this Electricity Generation Feed-in Plan.

**6.2 Change in Feed-in Tariff Category**

6.2.1 The continued application of a Feed-in Tariff Category to you, or to your Supply Address, will depend on whether you or your Electricity Generating Facility continue to satisfy the conditions applying to that category.

6.2.2 If a change occurs such that the eligibility requirements of your Feed-in Tariff Category are no longer met, then we may require you to transfer to another Feed-in Tariff Category under this Electricity Generation Feed-in Plan as a result of that change.

- 6.2.3 If you fail to inform us of such a change in eligibility, we may transfer you to the appropriate Feed-in Tariff Category when we become aware of that change. The new Feed-in Tariff Category will apply from the date that eligibility ceased to exist for your previous Feed-in Tariff Category, and we may recover from you any amount over credited by us as a result of that change.

### **6.3 Pass through of Distribution and Metering costs**

Any Distribution and Metering charges in relation to your Electricity Generating Facility or Electricity Generation Export, to the extent that they are not recovered under your Electricity Sale Contract, will be charged at the relevant applicable price under your Electricity Sale Contract. These costs can include, but are not limited to, any costs imposed in relation to the disconnection or reconnection of your Electricity Generating Facility and costs for the provision, maintenance or reading (including any special Meter reading) of electricity Meters at the Supply Address where your Electricity Generating Facility is located.

### **6.4 Administration costs**

- 6.4.1 We can charge you reasonable administration costs incurred by us in offering or servicing this Electricity Generation Feed-in Plan, which are the cost of:
- (a) labour or additional systems capability associated with administering the Electricity Generation Feed-in Plan;
  - (b) administering the pass through of costs imposed by your Distributor and any Metering service provider; or
  - (c) making a payment to you in accordance with clause 7.
- 6.4.2 We must inform you of the amount of the administration costs (if any) prior to your acceptance of the Electricity Generation Feed-in Offer.

### **6.5 Tax changes and changes in Regulatory Requirements**

If an Increased Tax Cost Event or a change in Regulatory Requirements occurs during the Term of this Electricity Generation Feed-in Plan, and as a result we determine that there has been an increase in the direct or indirect costs to us to perform our obligations under this Electricity Generation Feed-in Plan, you must pay any additional amounts we notify to you as being necessary to compensate us for that increase.

### **6.6 Variations**

- 6.6.1 We may vary the amount of the Powerdirect Feed-in Tariff, however the Powerdirect Feed-in Tariff as varied by us will not be less than any relevant minimum amount required to be offered by us under Regulatory Requirements.
- 6.6.2 We will give you prior notice of a variation under clause 6.6.1 by publishing a new Powerdirect Feed-in Tariff in the Victoria Government Gazette and on our website at [powerdirect.com.au](http://powerdirect.com.au) prior to the date the variation is to take effect.
- 6.6.3 We will also give you written notice of a variation under clause 6.6.1 no later than in the first bill after the variation takes effect.
- 6.6.4 We may vary any other charges under this Electricity Generation Feed-in Plan that are not referenced to your Electricity Sale Contract by giving you prior written notice (which may consist of a message on your bill).
- 6.6.5 We may vary the charges referenced to your Electricity Sale Contract by following the procedure set out for doing so in your Electricity Sale Contract.

### **6.7 Timing of variations**

- 6.7.1 A variation to your Powerdirect Feed-in Tariff or any other charges under this Electricity Generation Feed-in Plan that are not referenced to your Electricity Sale Contract will take effect on the date specified in our notice given under either clause 6.6.1 or 6.6.4.

- 6.7.2 Any notice of variation will form part of this Electricity Generation Feed-in Plan from the effective date of the variation.
- 6.7.3 If the date on which a Powerdirect Feed-in Tariff variation is to take effect occurs during a Billing Period, the Feed-in Credit for that Billing Period will be calculated using both the previous and new (as varied) Powerdirect Feed-in Tariffs on a pro-rata basis in accordance with Regulatory Requirements.

## **7. FEED-IN CREDITS AND PAYMENTS**

### **7.1 Format and timing of Feed-in Credits**

The account summary set out in each bill issued by us under your Electricity Sale Contract for the Supply Address for each Billing Period will include the following:

- (a) your Feed-in Credit for the Billing Period;
- (b) your current charges for the Billing Period, being the charges payable under the Electricity Sale Contract and this Electricity Generation Feed-in Plan for the Billing Period; and
- (c) your account credit or debt balance, which is the amount that your account is in credit or debt at the end of the Billing Period, calculated as the sum of the balance carried forward from the previous Billing Period and the current charges for the Billing Period less the Feed-in Credit for the Billing Period.

### **7.2 Calculation of bills**

- 7.2.1 Unless you provide your explicit informed consent for bills to be calculated in some other way, the amount of Electricity Generation Export will be derived from consecutive Meter Readings. Where Meter Readings are unavailable, it will be derived from estimates determined in accordance with Regulatory Requirements. We will use our Best Endeavours to ensure that your Meter is read at least once in any 12-month period.
- 7.2.2 In the event we obtain a Meter Reading after we have used an estimate to identify the amount of Electricity Generation Export, we will make any appropriate adjustment to your next bill.
- 7.2.3 If a bill issued by us under your Electricity Sale Contract has an account credit balance, subject to clauses 7.3 and 7.4, the account credit balance will be applied towards the next bill issued by us under the Electricity Sale Contract for the next Billing Period.
- 7.2.4 If a bill issued by us under your Electricity Sale Contract has a debt owing on the account, the debt owing is payable by you in accordance with the Electricity Sale Contract.
- 7.2.5 This clause 7 will operate subject to clause 12.3.6.

### **7.3 Annual Credit Balance Payment**

- 7.3.1 Where an account credit balance of \$10 or greater appears on the first bill issued by us under your Electricity Sale Contract after an anniversary of 1 November of each year, provided that you request that we do so within 10 Business Days after the date we issue the relevant bill, we will pay you that amount, at no cost to you ('Annual Credit Balance Payment').
- 7.3.2 An Annual Credit Balance Payment made by cheque will be sent to the address to which bills are sent under your Electricity Sale Contract within 10 Business Days of your request.
- 7.3.3 An Annual Credit Balance Payment made by electronic funds transfer into an account that you nominate will be processed by us within one Business Day of your request.
- 7.3.4 We will not issue an Annual Credit Balance Payment or Credit Balance Payment if the credit balance is a result of an overpayment by you or us on your account.

**7.4 Final Credit Balance Payment**

Following termination of this Electricity Generation Feed-in Plan and your Electricity Sale Contract, we will pay you the amount of any account credit balance appearing on the last bill issued by us under your Electricity Sale Contract by cheque to an Australian postal address nominated by you, at no cost to you.

**7.5 Review of bills**

7.5.1 We will review a bill in relation to a Feed-in Credit at your request. Our review of your Feed-in Credit and bill will be in accordance with our Complaints Handling and Dispute Resolution Procedure outlined in clause 11.

7.5.2 If our review shows the Feed-in Credit and bill to be correct, you must pay the total amount due of any outstanding bill in full or request a Meter test under clause 7.6. If our review shows the bill to be incorrect, clause 7.7 will apply.

**7.6 Meter testing**

7.6.1 If you require your Meter to be tested after the completion of the review process under clause 7.5, we will refer you to the Distributor or Meter testing authority who will test the Meter at a charge for their services. You must pay us any relevant charge in advance. We will give you a copy of the results of the test if the testing authority does not do so.

7.6.2 If the Meter is accurate, you will be responsible for paying the relevant charge and the full amount of your bill.

7.6.3 If the Meter is defective and favours you by more than the amount allowable in the Metering Standards, you must pay us any difference between the value of the metered Electricity Generation Export for which you received a Feed-in Credit and the value of the calculated actual Electricity Generation Export for which you should have received a Feed-in Credit (an 'over-credit'), and we will reimburse any fee you are charged pursuant to clause 7.6.1. The over-credit, and any fee refund payable by us to you, will be applied as an adjustment to your next bill in accordance with clauses 7.7.2 and 7.7.3.

7.6.4 If the Meter is defective and favours us by more than the amount allowable in the Metering Standards, we will credit you any difference (if your account has been paid) between the value of the metered Electricity Generation Export for which you received a Feed-in Credit and the value of the calculated actual Electricity Generation Export for which you should have received a Feed-in Credit (an 'under-credit'), and we will reimburse any fee you are charged pursuant to clause 7.6.1. The under-credit, and any fee refund payable by us to you, will be applied as an adjustment to your next bill in accordance with clauses 7.7.5 and 7.7.6.

7.6.5 We reserve the right to carry out such tests on your Electricity Generating Facility which we deem to be reasonably necessary, including tests on your Electricity Generating Facility's anti-islanding features and tests on power output quality of its inverter.

**7.7 Errors in a Feed-in Credit**

7.7.1 If there are errors in your Feed-in Credits, or if we are informed of errors in the amount of Electricity Generation Export, we will adjust the amount of your next bill.

7.7.2 If a bill shows a Feed-in Credit in excess of that to which you are entitled (an 'over-credit'), the following procedure will apply:

- (a) where the over-credit results from a failure of our billing systems, we will only seek to adjust your bill by the amount over-credited in the nine months prior to your last bill (or, if we have not sent you a bill, prior to the date on which we notify you of the over-crediting); or

- (b) subject to clause 7.7.4, in any other case we will only seek to adjust your bill by the amount over-credited in the 12 months prior to your last bill (or, if we have not sent you a bill, prior to the date on which we notify you of the over-crediting),

and we will list the amount as a separate item in the bill for your next Billing Period, together with an explanation of the amount.

7.7.3 You will not be charged interest on any over-credited amount. If the adjustment for over-crediting results in you owing us money under your Electricity Sale Contract with us, you have the option of paying that amount in agreed instalments over a period at least equal to the period over which the over-crediting occurred.

7.7.4 If we have over-credited you as a result of fraud, or use of electricity otherwise than in accordance with this Electricity Generation Feed-in Plan or your Electricity Sale Contract, we may:

- (a) estimate the amount of Electricity Generation Export; and
- (b) bill you or take debt recovery action for the amount you have been over-credited.

7.7.5 If a bill shows a Feed-in Credit less than that to which you are entitled (an 'under-credit'), we will:

- (a) inform you of the under-credit within 10 Business Days of our becoming aware of the error; and
- (b) credit the additional amount on your next bill.

7.7.6 We are not obliged to pay you interest for any under-crediting.

## **7.8 Access to Meter**

7.8.1 Subject to complying with any Regulatory Requirements, you must allow us or our representative safe, convenient and unhindered access to the place at which your Electricity Generating Facility is located, for the following purposes:

- (a) to read the Meter;
- (b) for connection, disconnection, reconnection, maintenance and repair;
- (c) to inspect or test the metering installation; and
- (d) to otherwise assist us to comply with our obligations under this Electricity Generation Feed-in Plan or Regulatory Requirements.

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

## **7.9 Information about Powerdirect Feed-in Tariffs**

On request, we will provide you with information on any Powerdirect Feed-in Tariff we offer for Electricity Generation Export. We will provide that information within 10 Business Days of your request. If you request it, we will provide that information in writing.

# **8. INFORMATION, PRIVACY AND COMMUNICATION**

## **8.1 Information we require from you**

8.1.1 You must advise us promptly if:

- (a) there is any change in your contact details;
- (b) there is any change in access to the Meter;
- (c) there is any change in electrical wires or appliances which may affect the quality or safety of the Electricity Generation Export under this Electricity Generation Feed-in Plan;



- (d) you cease to be the registered proprietor of the Supply Address;
- (e) you carry out any changes to your Electricity Generating Facility; or
- (f) you cease to operate your Electricity Generating Facility at the Supply Address.

8.1.2 Our obligations under this Electricity Generation Feed-in Plan are subject to you providing us with this information and any other Personal Information we reasonably request from you.

8.1.3 You also authorise:

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

## **8.2 How we use and disclose Personal Information about you**

8.2.1 We are committed to protecting your privacy and handling all Personal Information in accordance with the Privacy Act, other Regulatory Requirements and our Privacy Policy, which is available at [powerdirect.com.au](http://powerdirect.com.au) or on request.

8.2.2 In certain circumstances, we may be permitted or required by law to use or disclose Personal Information about you, including to your Distributor for the purposes of connecting your Electricity Generating Facility to the Distribution System and administering your Electricity Generation Feed-in Plan.

8.2.3 We may contact you as part of an audit to ensure that you have understood and consented to this Electricity Generation Feed-in Plan. We are committed to providing you with quality customer service, and we hope that you will assist us if we contact you.

## **8.3 Access to information**

8.3.1 We will provide you with access to Personal Information we hold about you on your request, unless we are permitted or required to refuse such access by any Regulatory Requirements (including the Privacy Act). If you wish to seek access to any of the Personal Information we hold about you, please contact us on 1300 307 966.

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

- (a) historical data regarding your Electricity Generation Export, if available;
- (b) information about efficient energy consumption; or
- (c) information on any concessions, rebates or grants that may be available, and the eligibility requirements.

8.3.3 We will retain your historical data in relation to this Electricity Generation Feed-in Plan for at least two years, even if you transfer to another retailer.

8.3.4 Except where you request historical data in connection with the handling of a genuine complaint, we may impose an additional charge for the provision of historical data, but only where you have made more than one request in the previous 12 months or the data relates to a period prior to the preceding two years. We may also impose an additional charge for the provision of historical data, where you request that data after we cease to be your retailer.

8.3.5 We will use Best Endeavours to provide historical billing data within 10 Business Days of your request.

**8.4 Means of communication**

- 8.4.1 Except where a particular method of communication is specified in this Electricity Generation Feed-in Plan or required under Regulatory Requirements, any communication between us and you under this Electricity Generation Feed-in Plan may be in person, in writing, by telephone, or by electronic means such as email.
- 8.4.2 Any communication under this Electricity Generation Feed-in Plan or Regulatory Requirements required to be in writing may be made by mail, facsimile, or any electronic means capable of generating a delivery confirmation report.

**9. YOUR OBLIGATIONS****9.1 General obligations**

Our obligations under this Electricity Generation Feed-in Plan are subject to you complying with the following requirements:

- (a) you must comply with the Electricity Distribution Code and must give effect to any of the Distributor's rights under that Code;
- (b) you must have a valid and enforceable agreement with your Distributor regarding the connection of your Electricity Generating Facility to the relevant Distribution System;
- (c) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Meter or associated equipment;
- (d) you must provide us with 14 Business Days prior notice if you intend to alter the installed or name-plate generating capacity of your Electricity Generating Facility; and
- (e) you must comply with all requirements of your Distributor, and of the Regulatory Requirements regarding the ongoing connection of your Electricity Generating Facility and Electricity Generation Export.

**9.2 Protection and maintenance of your Supply**

To enable reliable and safe Supply of Electricity Generation Export from your Supply Address, you must:

- (a) use your Best Endeavours to keep the electrical installations at your Supply Address and your Electricity Generating Facility in safe condition;
- (b) use your Best Endeavours to protect our and the Distributor's equipment from damage and interference;
- (c) provide safe, convenient and unhindered access to enable work on the Distribution System to be carried out;
- (d) not allow a person other than an accredited electrical installer to perform work on an electrical installation; and
- (e) not interfere or allow someone to interfere with the Distribution System which delivers electricity to the Supply Address, or with any Meters at the Supply Address.

**9.3 If you are not the owner of the Supply Address**

If you are not the owner of the Supply Address, you might not be able to fulfil some of your obligations under this Electricity Generation Feed-in Plan. Therefore, we may require you to request that the owner fulfil those obligations on your behalf. Our obligations to you are conditional on the owner agreeing to fulfil those obligations on your behalf.

**10. INTERRUPTIONS AND SUPPLY STANDARDS****10.1 Force Majeure Event**

- 10.1.1 If a Force Majeure Event results in either party being in breach of this Electricity Generation Feed-in Plan, the obligations of each party will be suspended to the extent they are affected by the Force Majeure Event for the duration of the Force Majeure Event, except any obligations to pay money.
- 10.1.2 The party affected by the Force Majeure Event must use its Best Endeavours to give the other party prompt notice and full details about the Force Majeure Event. They must also give an estimate of its likely duration, the obligations affected by it, the extent it affects those obligations and steps taken to minimise, overcome or remove those effects.
- 10.1.3 For the purposes of clause 10.1.2, and only if the Force Majeure Event is widespread, our requirement to give you prompt notice is satisfied if we make the necessary information available by way of providing a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event, or otherwise as soon as practicable.
- 10.1.4 The party affected by the Force Majeure Event must use its Best Endeavours to minimise, overcome or remove the Force Majeure Event as quickly as practicable. However, this does not require either party to settle any industrial dispute.

**10.2 Supply standards and interruptions**

- 10.2.1 As your retailer we do not control or operate the Distribution System which accepts Electricity Generation Export. We also cannot control the quality, frequency and continuity of acceptance of Electricity Generation Export.
- 10.2.2 We, or the Distributor, may cease your Electricity Generation Export for maintenance or repair, for installation of a new connection, in an Emergency, for health and safety reasons, or due to any circumstances beyond our or the Distributor's reasonable control.

**10.3 Notice of work**

- 10.3.1 If we, or the Distributor, wish to inspect, repair, test or provide maintenance to the Distribution System at your Supply Address, we will give you prior notice except in the case of Emergency, suspected illegal use, or routine Meter replacements.
- 10.3.2 If the work relates to planned maintenance, we will give you at least four days notice. In any other case, we will give you at least 24 hours notice.

**11. COMPLAINTS AND DISPUTE RESOLUTION**

You may make a complaint to us about any decision we have made in connection with this Electricity Generation Feed-in Plan. We will address your complaint and try to resolve it as quickly as possible in accordance with our Complaints Handling and Dispute Resolution Procedure. Please contact us on 1300 307 966 if you would like further details about our Complaints Handling and Dispute Resolution Procedure.

**12. GENERAL****12.1 Our liability**

- 12.1.1 Title in all Electricity Generation Export will pass to us at the point at which that Electricity Generation Export enters the relevant Distribution System.
- 12.1.2 We give no warranties, representations or conditions about the capacity or suitability of the relevant Distribution System to accept Electricity Generation Export.
- 12.1.3 We exclude all liability for any claims, damages or losses you may suffer as a result of the relevant Distribution System failing to accept Electricity Generation Export.

- 12.1.4 Nothing in this Electricity Generation Feed-in Plan varies or excludes in any way the operation of section 117 of the Electricity Industry Act, or section 78 of the National Electricity Law.

## **12.2 Assignment**

- 12.2.1 This Electricity Generation Feed-in Plan is personal to you and cannot be assigned by you to anyone else.
- 12.2.2 We can only assign this Electricity Generation Feed-in Plan:
- (a) with your consent;
  - (b) where we are transferring our obligations under this Electricity Generation Feed-in Plan to another company in the Powerdirect Group; or
  - (c) where we are transferring to a third party all or substantially all of our retail business.

## **12.3 GST**

- 12.3.1 Unless expressly stated otherwise, all amounts payable or the value of other consideration provided in respect of Supplies made or received in relation to this Electricity Generation Feed-in Plan are expressed as being exclusive of GST (if any).
- 12.3.2 If a GST is levied or imposed on any Supply made (or deemed to have been made) under or in accordance with this Electricity Generation Feed-in Plan, the amounts payable or the value of the consideration provided for that Supply (or deemed Supply) ('Payment') shall be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.
- 12.3.3 Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a tax invoice will be provided by the party being reimbursed or indemnified.
- 12.3.4 Subject to clause 12.3.6, all GST payable shall be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 days of a tax invoice being issued by the party making the Supply.
- 12.3.5 Subject to clause 12.3.6, where in relation to this Electricity Generation Feed-in Plan a party makes a taxable supply, that party shall provide a tax invoice in respect of that supply before the GST payable in respect of that supply becomes due.
- 12.3.6 If you are registered, or required to be registered for GST, then you and we agree that:
- (a) we, and not you, will issue recipient created tax invoices in respect of all Electricity Generation Export under this Electricity Generation Feed-in Plan; and
  - (b) we will notify you, or you will notify us, if either you or we cease to be registered for GST.
- 12.3.7 Terms defined in **A New Tax System (Goods and Services Tax) Act 1999** of Australia have the same meaning when used in this clause.

## **12.4 Waiver and variation**

- 12.4.1 Except as otherwise provided in this Electricity Generation Feed-in Plan, a right created under this Electricity Generation Feed-in Plan may not be waived except in writing signed by the party granting the waiver.

12.4.2 This Electricity Generation Feed-in Plan is varied on and from a specified date if:

- (a) we give you not less than 28 days written notice of the variation to the terms;
- (b) the proposed variation is not prohibited by Regulatory Requirements; and
- (c) you do not notify us of your intention to terminate this Electricity Generation Feed-in Plan in accordance with clause 4.1 before the variation takes effect.

12.4.3 Despite clause 12.4.2, by written notice to you, we may vary this Electricity Generation Feed-in Plan to the extent necessary to comply with any change in any Regulatory Requirements.

## 12.5 Applicable law

12.5.1 This Electricity Generation Feed-in Plan shall be governed by the laws of Victoria.

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

## 13. GLOSSARY OF TERMS

### 13.1 Definitions

In this Electricity Generation Feed-in Plan unless the context otherwise requires:

**Acceptable Identification** means:

- (a) where you are a Residential Customer, one or more of the following:
  - (i) a driver's licence;
  - (ii) a current passport or other form of photographic identification;
  - (iii) a Pensioner Concession Card or current entitlement card issued by the Commonwealth of Australia; or
  - (iv) a birth certificate;
- (b) where you are a Business Customer that is a sole trader or partnership, one or more of the forms of identification for a Residential Customer for each of the individuals that conduct the business; and
- (c) where you are a Business Customer that is a company, includes the company's Australian Company Number or Australian Business Number;

**Best Endeavours** means to act in good faith and use all reasonable efforts, skill and resources;

**Billing Period** means the length of the period covered by each bill issued by us in accordance with the terms of your Electricity Sale Contract for the Supply Address;

**Business Customer** means a person entering into an Electricity Generation Feed-in Plan who is not a Residential Customer;

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in Victoria, as defined by Regulatory Requirements;

**Commencement Date** means the day on which our obligations under this Electricity Generation Feed-in Plan begin, as defined in clause 3.2.2;

**Commercial Generation** means the generation of electricity by an Electricity Generating Facility that is not principally for use by you at the Supply Address;

**Complaints Handling and Dispute Resolution Procedure** is the procedure we have in place from time to time regarding any complaint you may make to us about your Electricity Generation Feed-in Plan or Electricity Generation Export;

**Distribution System** means a network of pipes or wires, Meters and controls used to supply electricity, or which a Distributor uses to transport electricity for supply to customers;

**Distributor** means the person licensed to distribute electricity by means of pipes or wires, including to provide related services;

**Electricity Generating Facility** means the generating facility specified in the Electricity Generation Feed-in Offer;

**Electricity Generation Export** means the electricity generated by your Electricity Generating Facility and exported into the relevant Distribution System by you at your Supply Address, net of any electricity consumption at your Supply Address;

**Electricity Generation Feed-in Offer** means the letter or other document provided to you by us that refers to and incorporates these Electricity Generation Feed-in Terms and sets out certain details of your Electricity Generation Feed-in Plan, referred to in these Electricity Generation Feed-in Terms, and including eligibility for your Powerdirect Feed-in Tariff;

**Electricity Generation Feed-in Plan** means these Electricity Generation Feed-in Terms and the Electricity Generation Feed-in Offer that refers to and incorporates them;

**Electricity Generation Feed-in Terms** means these terms and conditions;

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

**Electricity Sale Contract** means a contract for the sale of electricity by us to you at the Supply Address;

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

**End Date** means the date (if any) specified as such in the Electricity Generation Feed-in Offer;

**Feed-in Credit** means the amount which we will credit you for Electricity Generation Export in accordance with clause 6;

**Feed-in Tariff Category** means a category or subcategory of Powerdirect Feed-in Tariffs determined and published by us from time to time, including without limitation, Commercial Generation Standard Feed-in Tariff, Non-Commercial Generation Standard Feed-in Tariff, Premium Feed-in Tariff, Retailer Feed-in Tariff, or Transitional Feed-in Tariff;

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

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

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

**Meter Reading** means:

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

**Metering Standards** means the relevant Regulatory Requirements standards which:

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

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

**Net Meter** means a bi-directional Meter that measures two-way Electricity flows and records them on a half hourly basis;

**Non-Commercial Generation** means the generation of electricity by an Electricity Generating Facility that does not constitute Commercial Generation;

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

**Powerdirect Feed-in Tariff** means the Feed-in Tariff Category specified as such in the Electricity Generation Feed-in Offer, and published in the Victorian Government Gazette and on our website, as varied by us from time to time in accordance with these Electricity Generation Feed-in Terms;

**Powerdirect Group** means Powerdirect Pty Ltd (ABN 28 067 609 803) and its related bodies corporate (as that term is defined in the **Corporations Act 2001**) and for the avoidance of doubt, for the purposes of this Electricity Generation Feed-in Plan includes any partnership where the partners are related bodies corporate of Powerdirect Pty Ltd;

**Premium Feed-in Tariff** means the Powerdirect Feed-in Tariff required to be offered by us under section 40FA of the Electricity Industry Act, and may include an additional amount paid by us, as specified in the Electricity Generation Feed-in Offer and as varied in accordance with these Electricity Generation Feed-in Terms;

**Premium Feed-in Tariff Scheme End Date** means the date on which it is declared the Premium Feed-in Tariff scheme has reached capacity;

**Privacy Act** means the **Privacy Act 1988** (Cth);

**Regulatory Requirements** means any Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time;

**Residential Customer** means a person entering into an Electricity Generation Feed-in Plan who, under their Electricity Sale Contract with us, purchases electricity principally for personal, household or domestic use at their relevant Supply Address;

**Responsible** means where a retailer is responsible for the electricity Supplied to a Supply Address for the purposes of settlement of the relevant wholesale electricity market;

**Retailer Feed-in Tariff** means the Powerdirect Feed-in Tariff.

(a) we may elect to offer you where the relevant Regulatory Requirements do not require us to offer you a feed-in tariff; or

(b) required to be offered by us under section 40G of the Electricity Industry Act, as specified in the Electricity Generation Feed-in Offer in accordance with eligibility requirements, and as varied in accordance with these Electricity Generation Feed-in Terms;

**Standard Feed-in Tariff** means the Powerdirect Feed-in Tariff required to be offered by us under section 40G of the Electricity Industry Act, as specified in the Electricity Generation Feed-in Offer in accordance with eligibility requirements, and as varied in accordance with these Electricity Generation Feed-in Terms;

**Supply** means the sale of electricity (including Electricity Generation Export) and any related services;

**Supply Address** means the address at which you purchase electricity from us under an Electricity Sale Contract, and at which your Electricity Generating Facility is located;

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

**Term** means the period commencing on the Commencement Date and ending in accordance with clause 3.3 of these Electricity Generation Feed-in Terms;

**Transitional Feed-in Tariff** means the Powerdirect Feed-in Tariff required to be offered by us under section 40FF of the Electricity Industry Act, and may include an additional amount paid by us, as specified in the Electricity Generation Feed-in Offer and as varied in accordance with these Electricity Generation Feed-in Terms;

**Transitional Feed-in Tariff Scheme Start Date** means the commencement date of the Victorian Government Transitional Feed-in Tariff scheme.

### 13.2 Interpretation

In this Electricity Generation Feed-in Plan, unless the context otherwise requires:

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



**Electricity Industry Act 2000**

AGL SALES PTY LIMITED (ABN 88 090 538 337)

This publication is pursuant to sections 40FF and 40G of the **Electricity Industry Act 2000**, which requires AGL Sales Pty Limited as a relevant licensee to publish premium feed-in tariff scheme terms and conditions, transitional feed-in tariff scheme terms and conditions and general renewable energy feed-in tariff scheme terms and conditions.

<b>Feed-in Tariff Category</b>	<b>AGL Feed-in Tariff</b>
Commercial Generation Standard Feed-in Tariff	<b>\$0.06 per kWh</b> (GST exclusive)
Non-Commercial Generation Standard Feed-in Tariff	Refer to Gazette No. G 48 published on 1 December 2011 or agl.com.au
Premium Feed-in Tariff	<b>\$0.68 per kWh</b> (GST exclusive)
Retailer Feed-in Tariff	<b>\$0.06 per kWh</b> (GST exclusive)
Transitional Feed-in Tariff	<b>\$0.33 per kWh</b> (GST exclusive)

**1 ELIGIBILITY FOR THIS ELECTRICITY GENERATION FEED-IN PLAN****1.1 Feed-in Tariff Category eligibility**

1.1.1 The 'Premium Feed-in Tariff' Feed-in Tariff Category, as required to be offered by us under section 40FF of the Electricity Industry Act, is available to you in accordance with the following criteria:

- (a) your Electricity Generating Facility is:
  - (i) a solar photovoltaic generation facility which has an installed or name-plate generating capacity of 5 kilowatts or less;
  - (ii) in accordance with the Regulatory Requirements and the requirements of your Distributor, connected to the Distribution System in conjunction with the relevant Distributor's approved feed-in network tariff before the date on which it is declared that the Premium Feed-in Tariff scheme has reached capacity ('Premium Feed-in Tariff Scheme End Date');
- (b) if:
  - (i) you are a Residential Customer, the Supply Address at which your Electricity Generating Facility is located is your principal place of residence; or
  - (ii) if you are a Business Customer or community organisation customer, your annual electricity consumption is 100 megawatt hours or less at the Supply Address at which your Electricity Generation Facility is located;
- (c) you have submitted all relevant documentation required by us and your Distributor before the Premium Feed-in Tariff Scheme End Date; and
- (d) the Meter at the Supply Address at which your Electricity Generating Facility is located is a Net Meter;

in which case:

- (e) we will provide Feed-in Credits in accordance with this Electricity Generation Feed-in Plan until the Premium Feed-in Tariff Scheme End Date, or as otherwise determined by the Regulatory Requirements.

- 1.1.2 The ‘Retailer Feed-in Tariff’ Feed-in Tariff Category is available to you in accordance with the following criteria:
- (a) your Electricity Generating Facility is a solar photovoltaic generation facility which has an installed or name-plate generating capacity of 5 kilowatts or less; and
  - (b) you are not eligible, or choose not to enter into an agreement with us, for any other AGL Feed-in Tariff Category.
- 1.1.3 The ‘Standard Feed-in Tariff’ Feed-in Tariff Category, as required to be offered by us under section 40G of the Electricity Industry Act, is available to you in accordance with the following criteria:
- (a) your Electricity Generating Facility is either a:
    - (i) solar photovoltaic generation facility which has an installed or name-plate generating capacity of more than 5 kilowatts and less than 100 kilowatts; or
    - (ii) generating facility which has an installed or name-plate generating capacity of less than 100 kilowatts and is defined in the Electricity Industry Act as a:
      - a. wind energy generation facility;
      - b. hydro energy generation facility;
      - c. biomass energy generation facility; or
      - d. a facility or class of facility specified by Order in the Government Gazette as a small renewable energy generation facility; and
- in which case:
- (b) if the generation of electricity by your Electricity Generating Facility is principally for use by you at the Supply Address, you will be entitled to the relevant published ‘Non-Commercial Generation Standard Feed-in Tariff’; or
  - (c) if the generation of electricity by your Electricity Generating Facility is not principally for use by you at the Supply Address, you will be entitled to the relevant published ‘Commercial Generation Standard Feed-in Tariff’.
- 1.1.4 The ‘Transitional Feed-in Tariff’ Feed-in Tariff Category, as required to be offered by us under section 40FF of the Electricity Industry Act, is available to you in accordance with the following criteria:
- (a) your Electricity Generating Facility is:
    - (i) a solar photovoltaic generation facility which has an installed or name-plate generating capacity of 5 kilowatts or less;
    - (ii) in accordance with the Regulatory Requirements and the requirements of your Distributor, connected to the Distribution System in conjunction with the relevant Distributor’s approved feed-in network tariff;
  - (b) if:
    - (i) you are a Residential Customer, the Supply Address at which your Electricity Generating Facility is located is your principal place of residence; or
    - (ii) if you are a Business Customer or community organisation customer, your annual electricity consumption is 100 megawatt hours or less at the Supply Address at which your Electricity Generation Facility is located;
  - (c) you have submitted all relevant documentation required by us and your Distributor; and

- (d) the Meter at the Supply Address at which your Electricity Generating Facility is located is a Net Meter;

in which case:

- (e) we will provide Feed-in Credits in accordance with this Electricity Generation Feed-in Plan from the Transitional Feed-in Tariff Scheme Start Date until the fifth anniversary of the Transitional Feed-in Tariff Scheme Start Date, or as otherwise determined by the Regulatory Requirements.

## **2 ABOUT YOUR AGL ELECTRICITY GENERATION FEED-IN PLAN**

### **2.1 AGL Electricity Generation Feed-in Plan**

- 2.1.1 These Electricity Generation Feed-in Terms, and any Electricity Generation Feed-in Offer we make which refers to them and incorporates them, form a contract between you and us ('Electricity Generation Feed-in Plan'), under which we will credit or pay you for your Electricity Generation Export.
- 2.1.2 The terms of the Electricity Generation Feed-in Offer will prevail over these Electricity Generation Feed-in Terms to the extent of any inconsistency.
- 2.1.3 Any renewable energy certificates or small-scale technology certificates relevant to your Electricity Generation Export or Electricity Generation Facility are not part of this Electricity Generation Feed-in Plan.

### **2.2 Nature of Electricity Generation Feed-in Plan and acceptance**

- 2.2.1 We will provide Feed-in Credits in accordance with this Electricity Generation Feed-in Plan from the Commencement Date and for the Term of your Electricity Generation Feed-in Plan.
- 2.2.2 This Electricity Generation Feed-in Plan is only available to a person who:
  - (a) is occupying a Supply Address in Victoria;
  - (b) is exporting or is proposing to export into the Distribution System, electricity generated by the Electricity Generating Facility listed in the Electricity Generation Feed-in Offer;
  - (c) purchases electricity from us under an Electricity Sale Contract with us for the Supply Address; and
  - (d) satisfies, and continues to satisfy, the eligibility requirements as specified in the Electricity Generation Feed-in Offer.
- 2.2.3 By accepting this Electricity Generation Feed-in Plan, you are unable to enter into bill smoothing arrangements with us in relation to your Electricity Sale Contract because bill smoothing is inconsistent with our ability to perform our obligation to provide you with Feed-in Credits in accordance with this Electricity Generation Feed-in Plan.
- 2.2.4 This Electricity Generation Feed-in Plan is only available for the Electricity Generating Facility listed in the Electricity Generation Feed-in Offer and is not transferable.
- 2.2.5 This Electricity Generation Feed-in Plan is only available where the Meter at the Supply Address at which your Electricity Generating Facility is located is suitable for your Feed-in Tariff Category. Please confirm the metering requirements for your Feed-in Tariff Category with us.
- 2.2.6 You are only eligible to receive the Transitional Feed-in Tariff or Premium Feed-in Tariff for one Electricity Generating Facility per Supply Address.
- 2.2.7 By accepting this Electricity Generation Feed-in Plan, you agree to be bound by the terms of the Electricity Generation Feed-in Offer and by these Electricity Generation Feed-in Terms.
- 2.2.8 If you already have a contract with us for credit or payment of Electricity Generation Export, entering into a new Electricity Generation Feed-in Plan replaces it in respect of that Electricity Generation Export from the Commencement Date of the new Electricity Generation Feed-in Plan.

**2.3 Definitions and interpretation**

The glossary set out in clause 13 of these Electricity Generation Feed-in Terms provides the meanings of certain capitalised words used in this Electricity Generation Feed-in Plan and the rules of interpretation applying to this Electricity Generation Feed-in Plan.

**3 COMMENCEMENT AND TERM****3.1 Connection to Distribution System**

3.1.1 If you ask us to, we will request that your Distributor connect your Electricity Generating Facility to the Distribution System. We will ensure that we do this as soon as possible (and not later than one Business Day) after you agree to pay any connection charge required to be paid by you under this Electricity Generation Feed-in Plan (see clause 3.1.2 below) and, provide us with:

- (a) Acceptable Identification, if requested by us;
- (b) your contact details;
- (c) confirmation that the Meter at your Supply Address meets the requirements for your Feed-in Tariff Category;
- (d) if the Electricity Generating Facility is affixed to or forms part of a rental property, contact details for the property owner or the owner's agent;
- (e) all documentation required under electricity safety legislation;
- (f) confirmation that you have completed a solar connection form and entered into an agreement with your Distributor for the connection of your Electricity Generating Facility to the Distribution System (unless we arrange the connection on your behalf); and
- (g) all other documentation reasonably required by us and the relevant Distributor, where applicable.

3.1.2 Any Distribution charges in relation to the connection of your Electricity Generating Facility to the Distribution System, to the extent that they are not recovered under your Electricity Sale Contract, will be charged at the relevant applicable price under your Electricity Sale Contract.

**3.2 Commencement Date**

3.2.1 This Electricity Generation Feed-in Plan begins on the date you accept it, however our obligations under this Electricity Generation Feed-in Plan will not begin until the Commencement Date.

3.2.2 The Commencement Date under this Electricity Generation Feed-in Plan will be the date on or after the applicable Scheme Start Date on which all the following conditions are satisfied:

- (a) we have become Responsible for your Supply Address under a binding Electricity Sale Contract;
- (b) your Electricity Generating Facility, in accordance with Regulatory Requirements and the requirements of your Distributor, is connected to the relevant Distribution System in conjunction with the relevant Distributor's approved feed-in network tariff, where applicable;
- (c) the relevant cables and appliances for your Electricity Generating Facility are certified as complying with Regulatory Requirements and the requirements of your Distributor;
- (d) if requested by us, you have provided to our satisfaction:
  - (i) Acceptable Identification, billing contact details, and information concerning your Electricity Generating Facility; and
  - (ii) where you are not the owner of the property, the consent of, or contact numbers for, the property owner or agent; and
- (e) you have given your explicit informed consent to entering into this Electricity Generation Feed-in Plan.

**3.3 Term of Electricity Generation Feed-in Plan**

Your Electricity Generation Feed-in Plan ends on the earlier of:

- (a) any End Date specified in the Electricity Generation Feed-in Offer; or
- (b) the date on which either your Electricity Sale Contract or this Electricity Generation Feed-in Plan ends, if terminated by you or us in accordance with the relevant terms.

**4 TERMINATION****4.1 When can you terminate this Electricity Generation Feed-in Plan?**

4.1.1 You may terminate this Electricity Generation Feed-in Plan at any time by letting us know by phone or in writing.

4.1.2 This Electricity Generation Feed-in Plan will end on the earlier of:

- (a) the date specified in your notice to us in accordance with clause 4.1.1;
- (b) the date on which we receive your notice to us in accordance with clause 4.1.1; or
- (c) if we terminate this Electricity Generation Feed-in Plan in accordance with clause 4.2, any date specified in the relevant subclause.

**4.2 When can we terminate this Electricity Generation Feed-in Plan?**

We may terminate this Electricity Generation Feed-in Plan if:

- (a) you enter into another contract with us for the sale by you of Electricity Generation Export at your Supply Address (in which case this Electricity Generation Feed-in Plan will end automatically on the date our obligations under that other contract commence);
- (b) you enter into a contract with another retailer for the sale by you of Electricity Generation Export (in which case this Electricity Generation Feed-in Plan automatically ends on the date the obligations of the other retailer commence under that other contract);
- (c) you vacate your Supply Address (in which case this Electricity Generation Feed-in Plan ends on the latter of either the date you vacate your Supply Address, or the date that you notify us in writing that you have vacated your Supply Address);
- (d) under the terms of our Electricity Sale Contract with you, your Supply Address is disconnected and you no longer have any right to be reconnected (in which case this Electricity Generation Feed-in Plan will end upon disconnection, or if a right to reconnection exists, upon expiry of that right);
- (e) you breach any of your obligations under the terms of this Electricity Generation Feed-in Plan and fail to remedy that breach within 10 Business Days of us giving you notice, specifying the breach and requiring it to be remedied (in which case this Electricity Generation Feed-in Plan will end at the expiry of that 10 Business Day period);
- (f) you cease to satisfy the eligibility requirements for your AGL Feed-in Tariff, as specified as such in clause 1 of these Electricity Generation Feed-in Terms and your Electricity Generation Feed-in Offer; or
- (g) we are no longer required under Regulatory Requirements to publish an offer pursuant to which we will provide you with Feed-in Credits for Electricity Generation Export.

**4.3 Effect of termination**

Termination will not affect your or our obligation to pay any amount due at the date of termination, or any accrued rights or remedies that we or you may have under this Electricity Generation Feed-in Plan.

**5 DISCONNECTION****5.1 Disconnection**

5.1.1 We may disconnect your Supply of Electricity Generation Export (or request that your Distributor do so) if:

- (a) it is a necessary incident of exercising our right to disconnect the Supply of electricity to your Supply Address under the terms of your Electricity Sale Contract with us; or
- (b) it is required by Regulatory Requirements.

5.1.2 If we disconnect your Supply of Electricity Generation Export in accordance with clause 5.1.1, we may charge you a disconnection fee reflecting our direct costs arising from the disconnection (to the extent that those costs are not already being recovered by us under your Electricity Sale Contract).

**5.2 Reconnection**

If your Supply Address has been reconnected in accordance with the terms of your Electricity Sale Contract, we will arrange for your Supply of Electricity Generation Export to be reconnected on payment of a reconnection fee reflecting our direct costs arising from the disconnection and reconnection (to the extent that those costs are not already being recovered by us under your Electricity Sale Contract).

**6 AGL FEED-IN TARIFF AND VARIATIONS****6.1 Calculation of Feed-in Credit**

6.1.1 Your initial AGL Feed-in Tariff is set out in the Electricity Generation Feed-in Offer.

6.1.2 We will credit you for Electricity Generation Export during each Billing Period in accordance with the following formula:

$$\text{Feed-in Credit} = E \times T$$

Where:

Feed-in Credit = the amount which we will credit to your bill for the relevant Billing Period under your Electricity Sale Contract on account of Electricity Generation Export during that Billing Period,

E = the volume of Electricity Generation Export (in kWh) during that Billing Period, and

T = your AGL Feed-in Tariff current at that time (in cents per kWh).

6.1.3 We may deduct from the Feed-in Credit calculated in accordance with clause 6.1.2, any amounts which we are entitled to charge you under this Electricity Generation Feed-in Plan.

**6.2 Change in Feed-in Tariff Category**

6.2.1 The continued application of a Feed-in Tariff Category to you, or to your Supply Address, will depend on whether you or your Electricity Generating Facility continue to satisfy the conditions applying to that category.

6.2.2 If a change occurs such that the eligibility requirements of your Feed-in Tariff Category are no longer met, then we may require you to transfer to another Feed-in Tariff Category under this Electricity Generation Feed-in Plan as a result of that change.

6.2.3 If you fail to inform us of such a change in eligibility, we may transfer you to the appropriate Feed-in Tariff Category when we become aware of that change. The new Feed-in Tariff Category will apply from the date that eligibility ceased to exist for your previous Feed-in Tariff Category, and we may recover from you any amount over credited by us as a result of that change.

**6.3 Pass through of Distribution and Metering costs**

Any Distribution and Metering charges in relation to your Electricity Generating Facility or Electricity Generation Export, to the extent that they are not recovered under your Electricity Sale Contract, will be charged at the relevant applicable price under your Electricity Sale Contract. These costs can include, but are not limited to, any costs imposed in relation to the disconnection or reconnection of your Electricity Generating Facility and costs for the provision, maintenance or reading (including any special Meter reading) of electricity Meters at the Supply Address where your Electricity Generating Facility is located.

**6.4 Administration costs**

6.4.1 We can charge you reasonable administration costs incurred by us in offering or servicing this Electricity Generation Feed-in Plan, which are the cost of:

- (a) labour or additional systems capability associated with administering the Electricity Generation Feed-in Plan;
- (b) administering the pass through of costs imposed by your Distributor and any Metering service provider; or
- (c) making a payment to you in accordance with clause 7.

6.4.2 We must inform you of the amount of the administration costs (if any) prior to your acceptance of the Electricity Generation Feed-in Offer.

**6.5 Tax changes and changes in Regulatory Requirements**

If an Increased Tax Cost Event or a change in Regulatory Requirements occurs during the Term of this Electricity Generation Feed-in Plan, and as a result we determine that there has been an increase in the direct or indirect costs to us to perform our obligations under this Electricity Generation Feed-in Plan, you must pay any additional amounts we notify to you as being necessary to compensate us for that increase.

**6.6 Variations**

6.6.1 We may vary the amount of the AGL Feed-in Tariff, however the AGL Feed-in Tariff as varied by us will not be less than any relevant minimum amount required to be offered by us under Regulatory Requirements.

6.6.2 We will give you prior notice of a variation under clause 6.6.1 by publishing a new AGL Feed-in Tariff in the Victoria Government Gazette and on our website at [agl.com.au](http://agl.com.au) prior to the date the variation is to take effect.

6.6.3 We will also give you written notice of a variation under clause 6.6.1 no later than in the first bill after the variation takes effect.

6.6.4 We may vary any other charges under this Electricity Generation Feed-in Plan that are not referenced to your Electricity Sale Contract by giving you prior written notice (which may consist of a message on your bill).

6.6.5 We may vary the charges referenced to your Electricity Sale Contract by following the procedure set out for doing so in your Electricity Sale Contract.

**6.7 Timing of variations**

6.7.1 A variation to your AGL Feed-in Tariff or any other charges under this Electricity Generation Feed-in Plan that are not referenced to your Electricity Sale Contract will take effect on the date specified in our notice given under either clause 6.6.1 or 6.6.4.

6.7.2 Any notice of variation will form part of this Electricity Generation Feed-in Plan from the effective date of the variation.

6.7.3 If the date on which an AGL Feed-in Tariff variation is to take effect occurs during a Billing Period, the Feed-in Credit for that Billing Period will be calculated using both the previous and new (as varied) AGL Feed-in Tariffs on a pro-rata basis in accordance with Regulatory Requirements.

## **7 FEED-IN CREDITS AND PAYMENTS**

### **7.1 Format and timing of Feed-in Credits**

The account summary set out in each bill issued by us under your Electricity Sale Contract for the Supply Address for each Billing Period will include the following:

- (a) your Feed-in Credit for the Billing Period;
- (b) your current charges for the Billing Period, being the charges payable under the Electricity Sale Contract and this Electricity Generation Feed-in Plan for the Billing Period; and
- (c) your account credit or debt balance, which is the amount that your account is in credit or debt at the end of the Billing Period, calculated as the sum of the balance carried forward from the previous Billing Period and the current charges for the Billing Period less the Feed-in Credit for the Billing Period.

### **7.2 Calculation of bills**

- 7.2.1 Unless you provide your explicit informed consent for bills to be calculated in some other way, the amount of Electricity Generation Export will be derived from consecutive Meter Readings. Where Meter Readings are unavailable, it will be derived from estimates determined in accordance with Regulatory Requirements. We will use our Best Endeavours to ensure that your Meter is read at least once in any 12 month period.
- 7.2.2 In the event we obtain a Meter Reading after we have used an estimate to identify the amount of Electricity Generation Export, we will make any appropriate adjustment to your next bill.
- 7.2.3 If a bill issued by us under your Electricity Sale Contract has an account credit balance, subject to clauses 7.3 and 7.4, the account credit balance will be applied towards the next bill issued by us under the Electricity Sale Contract for the next Billing Period.
- 7.2.4 If a bill issued by us under your Electricity Sale Contract has a debt owing on the account, the debt owing is payable by you in accordance with the Electricity Sale Contract.
- 7.2.5 This clause 7 will operate subject to clause 12.3.6.

### **7.3 Annual Credit Balance Payment**

- 7.3.1 Where an account credit balance of \$10 or greater appears on the first bill issued by us under your Electricity Sale Contract after 1 November of each year, we will pay you that amount, at no cost to you ('Annual Credit Balance Payment').
- 7.3.2 An Annual Credit Balance Payment may be made by cheque sent to the address to which bills are sent under your Electricity Sale Contract or by another payment method as determined by us from time to time.
- 7.3.3 You may change the option you have selected regarding the crediting of your Annual Credit Balance Payment by contacting us on 131 245.
- 7.3.4 You may elect to not receive an Annual Credit Balance Payment. Where you have elected not to receive an Annual Credit Balance Payment, and an account credit balance appears on a bill issued by us under your Electricity Sale Contract, we will apply the credit in accordance with clause 6.2.3.
- 7.3.5 At any time your account has a credit balance of \$10 or more, you may request payment of your account credit balance (a 'Credit Balance Payment'), at no cost to you. A Credit Balance Payment must be the entire account credit balance at the time of the request. A Credit Balance Payment may be made by cheque and sent to the address to which bills are sent under your Electricity Sale Contract or by another payment method as determined by us from time to time.
- 7.3.6 We will not issue an Annual Credit Balance Payment or Credit Balance Payment if the credit balance is a result of an overpayment by you or us on your account.



**7.4 Final Credit Balance Payment**

Following termination of this Electricity Generation Feed-in Plan and your Electricity Sale Contract, we will pay you the amount of any account credit balance appearing on the last bill issued by us under your Electricity Sale Contract by cheque to an Australian postal address nominated by you, at no cost to you.

**7.5 Review of bills**

7.5.1 We will review a bill in relation to a Feed-in Credit at your request. Our review of your Feed-in Credit and bill will be in accordance with our Complaints Handling and Dispute Resolution Procedure outlined in clause 11.

7.5.2 If our review shows the Feed-in Credit and bill to be correct, you must pay the total amount due of any outstanding bill in full or request a Meter test under clause 7.6. If our review shows the bill to be incorrect, clause 7.7 will apply.

**7.6 Meter testing**

7.6.1 If you require your Meter to be tested after the completion of the review process under clause 7.5, we will refer you to the Distributor or Meter testing authority who will test the Meter at a charge for their services. You must pay us any relevant charge in advance. We will give you a copy of the results of the test if the testing authority does not do so.

7.6.2 If the Meter is accurate, you will be responsible for paying the relevant charge and the full amount of your bill.

7.6.3 If the Meter is defective and favours you by more than the amount allowable in the Metering Standards, you must pay us any difference between the value of the metered Electricity Generation Export for which you received a Feed-in Credit and the value of the calculated actual Electricity Generation Export for which you should have received a Feed-in Credit (an 'over-credit'), and we will reimburse any fee you are charged pursuant to clause 7.6.1. The over-credit, and any fee refund payable by us to you, will be applied as an adjustment to your next bill in accordance with clauses 7.7.2 and 7.7.3.

7.6.4 If the Meter is defective and favours us by more than the amount allowable in the Metering Standards, we will credit you any difference (if your account has been paid) between the value of the metered Electricity Generation Export for which you received a Feed-in Credit and the value of the calculated actual Electricity Generation Export for which you should have received a Feed-in Credit (an 'under-credit'), and we will reimburse any fee you are charged pursuant to clause 7.6.1. The under-credit, and any fee refund payable by us to you, will be applied as an adjustment to your next bill in accordance with clauses 7.7.5 and 7.7.6.

7.6.5 We reserve the right to carry out such tests on your Electricity Generating Facility which we deem to be reasonably necessary, including tests on your Electricity Generating Facility's anti-islanding features and tests on power output quality of its inverter.

**7.7 Errors in a Feed-in Credit**

7.7.1 If there are errors in your Feed-in Credits, or if we are informed of errors in the amount of Electricity Generation Export, we will adjust the amount of your next bill.

7.7.2 If a bill shows a Feed-in Credit in excess of that to which you are entitled (an 'over-credit'), the following procedure will apply:

- (a) where the over-credit results from a failure of our billing systems, we will only seek to adjust your bill by the amount over-credited in the nine months prior to your last bill (or, if we have not sent you a bill, prior to the date on which we notify you of the over-crediting); or

- (b) subject to clause 7.7.4, in any other case we will only seek to adjust your bill by the amount over-credited in the 12 months prior to your last bill (or, if we have not sent you a bill, prior to the date on which we notify you of the over-crediting),

and we will list the amount as a separate item in the bill for your next Billing Period, together with an explanation of the amount.

7.7.3 You will not be charged interest on any over-credited amount. If the adjustment for over-crediting results in you owing us money under your Electricity Sale Contract with us, you have the option of paying that amount in agreed instalments over a period at least equal to the period over which the over-crediting occurred.

7.7.4 If we have over-credited you as a result of fraud, or use of electricity otherwise than in accordance with this Electricity Generation Feed-in Plan or your Electricity Sale Contract, we may:

- (a) estimate the amount of Electricity Generation Export; and
- (b) bill you or take debt recovery action for the amount you have been over-credited.

7.7.5 If a bill shows a Feed-in Credit less than that to which you are entitled (an 'under-credit'), we will:

- (a) inform you of the under-credit within 10 Business Days of our becoming aware of the error; and
- (b) credit the additional amount on your next bill.

7.7.6 We are not obliged to pay you interest for any under-crediting.

## **7.8 Access to Meter**

7.8.1 Subject to complying with any Regulatory Requirements, you must allow us or our representative safe, convenient and unhindered access to the place at which your Electricity Generating Facility is located, for the following purposes:

- (a) to read the Meter;
- (b) for connection, disconnection, reconnection, maintenance and repair;
- (c) to inspect or test the metering installation; and
- (d) to otherwise assist us to comply with our obligations under this Electricity Generation Feed-in Plan or Regulatory Requirements.

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

## **7.9 Information about AGL Feed-in Tariffs**

On request, we will provide you with information on any AGL Feed-in Tariff we offer for Electricity Generation Export. We will provide that information within 10 Business Days of your request. If you request it, we will provide that information in writing.

# **8 INFORMATION, PRIVACY AND COMMUNICATION**

## **8.1 Information we require from you**

8.1.1 You must advise us promptly if:

- (a) there is any change in your contact details;
- (b) there is any change in access to the Meter;
- (c) there is any change in electrical wires or appliances which may affect the quality or safety of the Electricity Generation Export under this Electricity Generation Feed-in Plan;
- (d) you cease to be the registered proprietor of the Supply Address;
- (e) you carry out any changes to your Electricity Generating Facility; or
- (f) you cease to operate your Electricity Generating Facility at the Supply Address.

8.1.2 Our obligations under this Electricity Generation Feed-in Plan are subject to you providing us with this information and any other Personal Information we reasonably request from you.

8.1.3 You also authorise:

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

## **8.2 How we use and disclose Personal Information about you**

8.2.1 We are committed to protecting your privacy and handling all Personal Information in accordance with the Privacy Act, other Regulatory Requirements and our Privacy Policy, which is available at [agl.com.au](http://agl.com.au) or on request.

8.2.2 In certain circumstances, we may be permitted or required by law to use or disclose Personal Information about you, including to your Distributor for the purposes of connecting your Electricity Generating Facility to the Distribution System and administering your Electricity Generation Feed-in Plan.

8.2.3 We may contact you as part of an audit to ensure that you have understood and consented to this Electricity Generation Feed-in Plan. We are committed to providing you with quality customer service, and we hope that you will assist us if we contact you.

## **8.3 Access to information**

8.3.1 We will provide you with access to Personal Information we hold about you on your request, unless we are permitted or required to refuse such access by any Regulatory Requirements (including the Privacy Act). If you wish to seek access to any of the Personal Information we hold about you, please contact us on 131 245.

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

- (a) historical data regarding your Electricity Generation Export, if available;
- (b) information about efficient energy consumption; or
- (c) information on any concessions, rebates or grants that may be available, and the eligibility requirements.

8.3.3 We will retain your historical data in relation to this Electricity Generation Feed-in Plan for at least two years, even if you transfer to another retailer.

8.3.4 Except where you request historical data in connection with the handling of a genuine complaint, we may impose an additional charge for the provision of historical data, but only where you have made more than one request in the previous 12 months or the data relates to a period prior to the preceding two years. We may also impose an additional charge for the provision of historical data, where you request that data after we cease to be your retailer.

8.3.5 We will use Best Endeavours to provide historical billing data within 10 Business Days of your request.

## **8.4 Means of communication**

8.4.1 Except where a particular method of communication is specified in this Electricity Generation Feed-in Plan or required under Regulatory Requirements, any communication between us and you under this Electricity Generation Feed-in Plan may be in person, in writing, by telephone, or by electronic means such as email.

8.4.2 Any communication under this Electricity Generation Feed-in Plan or Regulatory Requirements required to be in writing may be made by mail, facsimile, or any electronic means capable of generating a delivery confirmation report.

## **9 YOUR OBLIGATIONS**

### **9.1 General obligations**

Our obligations under this Electricity Generation Feed-in Plan are subject to you complying with the following requirements:

- (a) you must comply with the Electricity Distribution Code and must give effect to any of the Distributor's rights under that Code;
- (b) you must have a valid and enforceable agreement with your Distributor regarding the connection of your Electricity Generating Facility to the relevant Distribution System;
- (c) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Meter or associated equipment;
- (d) you must provide us with 14 Business Days prior notice if you intend to alter the installed or name-plate generating capacity of your Electricity Generating Facility; and
- (e) you must comply with all requirements of your Distributor, and of the Regulatory Requirements regarding the ongoing connection of your Electricity Generating Facility and Electricity Generation Export.

### **9.2 Protection and maintenance of your Supply**

To enable reliable and safe Supply of Electricity Generation Export from your Supply Address, you must:

- (a) use your Best Endeavours to keep the electrical installations at your Supply Address and your Electricity Generating Facility in safe condition;
- (b) use your Best Endeavours to protect our and the Distributor's equipment from damage and interference;
- (c) provide safe, convenient and unhindered access to enable work on the Distribution System to be carried out;
- (d) not allow a person other than an accredited electrical installer to perform work on an electrical installation; and
- (e) not interfere or allow someone to interfere with the Distribution System which delivers electricity to the Supply Address, or with any Meters at the Supply Address.

### **9.3 If you are not the owner of the Supply Address**

If you are not the owner of the Supply Address, you might not be able to fulfil some of your obligations under this Electricity Generation Feed-in Plan. Therefore, we may require you to request that the owner fulfil those obligations on your behalf. Our obligations to you are conditional on the owner agreeing to fulfil those obligations on your behalf.

## **10 INTERRUPTIONS AND SUPPLY STANDARDS**

### **10.1 Force Majeure Event**

10.1.1 If a Force Majeure Event results in either party being in breach of this Electricity Generation Feed-in Plan, the obligations of each party will be suspended to the extent they are affected by the Force Majeure Event for the duration of the Force Majeure Event, except any obligations to pay money.

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

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

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

**10.2 Supply standards and interruptions**

- 10.2.1 As your retailer we do not control or operate the Distribution System which accepts Electricity Generation Export. We also cannot control the quality, frequency and continuity of acceptance of Electricity Generation Export.
- 10.2.2 We, or the Distributor, may cease your Electricity Generation Export for maintenance or repair, for installation of a new connection, in an Emergency, for health and safety reasons, or due to any circumstances beyond our or the Distributor's reasonable control.

**10.3 Notice of work**

- 10.3.1 If we, or the Distributor, wish to inspect, repair, test or provide maintenance to the Distribution System at your Supply Address, we will give you prior notice except in the case of Emergency, suspected illegal use, or routine Meter replacements.
- 10.3.2 If the work relates to planned maintenance, we will give you at least four days notice. In any other case, we will give you at least 24 hours notice.

**11 COMPLAINTS AND DISPUTE RESOLUTION**

You may make a complaint to us about any decision we have made in connection with this Electricity Generation Feed-in Plan. We will address your complaint and try to resolve it as quickly as possible in accordance with our Complaints Handling and Dispute Resolution Procedure. The AGL Complaints Handling and Dispute Resolution Procedure is available at [agl.com.au](http://agl.com.au) or on request.

**12 GENERAL**

**12.1 Our liability**

- 12.1.1 Title in all Electricity Generation Export will pass to us at the point at which that Electricity Generation Export enters the relevant Distribution System.
- 12.1.2 We give no warranties, representations or conditions about the capacity or suitability of the relevant Distribution System to accept Electricity Generation Export.
- 12.1.3 We exclude all liability for any claims, damages or losses you may suffer as a result of the relevant Distribution System failing to accept Electricity Generation Export.
- 12.1.4 Nothing in this Electricity Generation Feed-in Plan varies or excludes in any way the operation of section 117 of the Electricity Industry Act, or section 78 of the National Electricity Law.

**12.2 Assignment**

- 12.2.1 This Electricity Generation Feed-in Plan is personal to you and cannot be assigned by you to anyone else.
- 12.2.2 We can only assign this Electricity Generation Feed-in Plan:
- (a) with your consent;
  - (b) where we are transferring our obligations under this Electricity Generation Feed-in Plan to another company in the AGL Group; or
  - (c) where we are transferring to a third party all or substantially all of our retail business.

**12.3 GST**

- 12.3.1 Unless expressly stated otherwise, all amounts payable or the value of other consideration provided in respect of Supplies made or received in relation to this Electricity Generation Feed-in Plan are expressed as being exclusive of GST (if any).

- 12.3.2 If a GST is levied or imposed on any Supply made (or deemed to have been made) under or in accordance with this Electricity Generation Feed-in Plan, the amounts payable or the value of the consideration provided for that Supply (or deemed Supply) ('Payment') shall be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.
- 12.3.3 Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a tax invoice will be provided by the party being reimbursed or indemnified.
- 12.3.4 Subject to clause 12.3.6, all GST payable shall be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 days of a tax invoice being issued by the party making the Supply.
- 12.3.5 Subject to clause 12.3.6, where in relation to this Electricity Generation Feed-in Plan a party makes a taxable supply, that party shall provide a tax invoice in respect of that supply before the GST payable in respect of that supply becomes due.
- 12.3.6 If you are registered, or required to be registered for GST, then you and we agree that:
- (a) we, and not you, will issue recipient created tax invoices in respect of all Electricity Generation Export under this Electricity Generation Feed-in Plan; and
  - (b) we will notify you, or you will notify us, if either you or we cease to be registered for GST.
- 12.3.7 Terms defined in **A New Tax System (Goods and Services Tax) Act 1999** of Australia have the same meaning when used in this clause.

#### **12.4 Waiver and variation**

- 12.4.1 Except as otherwise provided in this Electricity Generation Feed-in Plan, a right created under this Electricity Generation Feed-in Plan may not be waived except in writing signed by the party granting the waiver.
- 12.4.2 This Electricity Generation Feed-in Plan is varied on and from a specified date if:
- (a) we give you not less than 28 days written notice of the variation to the terms;
  - (b) the proposed variation is not prohibited by Regulatory Requirements; and
  - (c) you do not notify us of your intention to terminate this Electricity Generation Feed-in Plan in accordance with clause 4.1 before the variation takes effect.
- 12.4.3 Despite clause 12.4.2, by written notice to you, we may vary this Electricity Generation Feed-in Plan to the extent necessary to comply with any change in any Regulatory Requirements.

#### **12.5 Applicable law**

- 12.5.1 This Electricity Generation Feed-in Plan shall be governed by the laws of Victoria.
- 12.5.2 We and you submit to the non-exclusive jurisdiction of the courts of Victoria.

### **13 GLOSSARY OF TERMS**

#### **13.1 Definitions**

In this Electricity Generation Feed-in Plan unless the context otherwise requires:

**Acceptable Identification** means:

- (a) where you are a Residential Customer, one or more of the following:

- (i) a driver's licence;
- (ii) a current passport or other form of photographic identification;
- (iii) a Pensioner Concession Card or current entitlement card issued by the Commonwealth of Australia; or
- (iv) a birth certificate;
- (b) where you are a Business Customer that is a sole trader or partnership, one or more of the forms of identification for a Residential Customer for each of the individuals that conduct the business; and
- (c) where you are a Business Customer that is a company, includes the company's Australian Company Number or Australian Business Number;

**AGL Feed-in Tariff** means the Feed-in Tariff Category specified as such in the Electricity Generation Feed-in Offer, and published in the Victorian Government Gazette and on our website, as varied by us from time to time in accordance with these Electricity Generation Feed-in Terms;

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

**Best Endeavours** means to act in good faith and use all reasonable efforts, skill and resources;

**Billing Period** means the length of the period covered by each bill issued by us in accordance with the terms of your Electricity Sale Contract for the Supply Address;

**Business Customer** means a person entering into an Electricity Generation Feed-in Plan who is not a Residential Customer;

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in Victoria, as defined by Regulatory Requirements;

**Commencement Date** means the day on which our obligations under this Electricity Generation Feed-in Plan begin, as defined in clause 3.2.2;

**Commercial Generation** means the generation of electricity by an Electricity Generating Facility that is not principally for use by you at the Supply Address;

**Complaints Handling and Dispute Resolution Procedure** is the procedure we have in place from time to time regarding any complaint you may make to us about your Electricity Generation Feed-in Plan or Electricity Generation Export;

**Distribution System** means a network of pipes or wires, Meters and controls used to supply electricity, or which a Distributor uses to transport electricity for supply to customers;

**Distributor** means the person licensed to distribute electricity by means of pipes or wires, including to provide related services;

**Electricity Generating Facility** means the generating facility specified in the Electricity Generation Feed-in Offer;

**Electricity Generation Export** means the electricity generated by your Electricity Generating Facility and exported into the relevant Distribution System by you at your Supply Address, net of any electricity consumption at your Supply Address;

**Electricity Generation Feed-in Offer** means the letter or other document provided to you by us that refers to and incorporates these Electricity Generation Feed-in Terms and sets out certain details of your Electricity Generation Feed-in Plan, referred to in these Electricity Generation Feed-in Terms, and including eligibility for your AGL Feed-in Tariff;

**Electricity Generation Feed-in Plan** means these Electricity Generation Feed-in Terms and the Electricity Generation Feed-in Offer that refers to and incorporates them;

**Electricity Generation Feed-in Terms** means these terms and conditions;

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

**Electricity Sale Contract** means a contract for the sale of electricity by us to you at the Supply Address;

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

**End Date** means the date (if any) specified as such in the Electricity Generation Feed-in Offer;

**Feed-in Credit** means the amount which we will credit you for Electricity Generation Export in accordance with clause 6;

**Feed-in Tariff Category** means a category or subcategory of AGL Feed-in Tariffs determined and published by us from time to time, including without limitation, Commercial Generation Standard Feed-in Tariff, Non-Commercial Generation Standard Feed-in Tariff, Premium Feed-in Tariff, Retailer Feed-in Tariff, or Transitional Feed-in Tariff;

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

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

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

**Meter Reading** means:

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

**Metering Standards** means the relevant Regulatory Requirements standards which:

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

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

**Net Meter** means a bi-directional Meter that measures two-way Electricity flows and records them on a half hourly basis;

**Non-Commercial Generation** means the generation of electricity by an Electricity Generating Facility that does not constitute Commercial Generation;

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

**Premium Feed-in Tariff** means the AGL Feed-in Tariff required to be offered by us under section 40FA of the Electricity Industry Act, and may include an additional amount paid by us, as specified in the Electricity Generation Feed-in Offer and as varied in accordance with these Electricity Generation Feed-in Terms;



**Premium Feed-in Tariff Scheme End Date** means the date on which it is declared the Premium Feed-in Tariff scheme has reached capacity;

**Privacy Act** means the **Privacy Act 1988** (Cth);

**Regulatory Requirements** means any Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time;

**Residential Customer** means a person entering into an Electricity Generation Feed-in Plan who, under their Electricity Sale Contract with us, purchases electricity principally for personal, household or domestic use at their relevant Supply Address;

**Responsible** means where a retailer is responsible for the electricity Supplied to a Supply Address for the purposes of settlement of the relevant wholesale electricity market;

**Retailer Feed-in Tariff** means the AGL Feed-in Tariff:

- (a) we may elect to offer you where the relevant Regulatory Requirements do not require us to offer you a feed-in tariff; or
- (b) required to be offered by us under section 40G of the Electricity Industry Act, as specified in the Electricity Generation Feed-in Offer in accordance with eligibility requirements, and as varied in accordance with these Electricity Generation Feed-in Terms;

**Standard Feed-in Tariff** means the AGL Feed-in Tariff required to be offered by us under section 40G of the Electricity Industry Act, as specified in the Electricity Generation Feed-in Offer in accordance with eligibility requirements, and as varied in accordance with these Electricity Generation Feed-in Terms;

**Supply** means the sale of electricity (including Electricity Generation Export) and any related services;

**Supply Address** means the address at which you purchase electricity from us under an Electricity Sale Contract, and at which your Electricity Generating Facility is located;

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

**Term** means the period commencing on the Commencement Date and ending in accordance with clause 3.3 of these Electricity Generation Feed-in Terms;

**Transitional Feed-in Tariff** means the AGL Feed-in Tariff required to be offered by us under section 40FF of the Electricity Industry Act, and may include an additional amount paid by us, as specified in the Electricity Generation Feed-in Offer and as varied in accordance with these Electricity Generation Feed-in Terms;

**Transitional Feed-in Tariff Scheme Start Date** means the commencement date of the Victorian Government Transitional Feed-in Tariff scheme.

### 13.2 Interpretation

In this Electricity Generation Feed-in Plan, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Electricity Generation Feed-in Plan;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) all references to 'include' or 'including' are non-exhaustive and do not imply any limitation;

- 
- (e) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporation and any governmental agency;
  - (f) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this Electricity Generation Feed-in Plan;
  - (g) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
  - (h) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or rules varying, consolidating, re-enacting, extending or replacing them. A reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;
  - (i) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
  - (j) a reference to a person includes that person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and permitted assigns;
  - (k) a reference to a person includes that person's officers, employees, contractors, agents or other representatives;
  - (l) when capitalised, grammatical forms of a word or phrase defined in this Electricity Generation Feed-in Plan have a corresponding meaning;
  - (m) a period of time which:
    - (i) dates from a given day or the day of an act or event is to be calculated exclusive of that day, or
    - (ii) commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
  - (n) an event which is required under this Electricity Generation Feed-in Plan to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day.
-

**Land Acquisition and Compensation Act 1986**

FORM 7

S. 21(a)

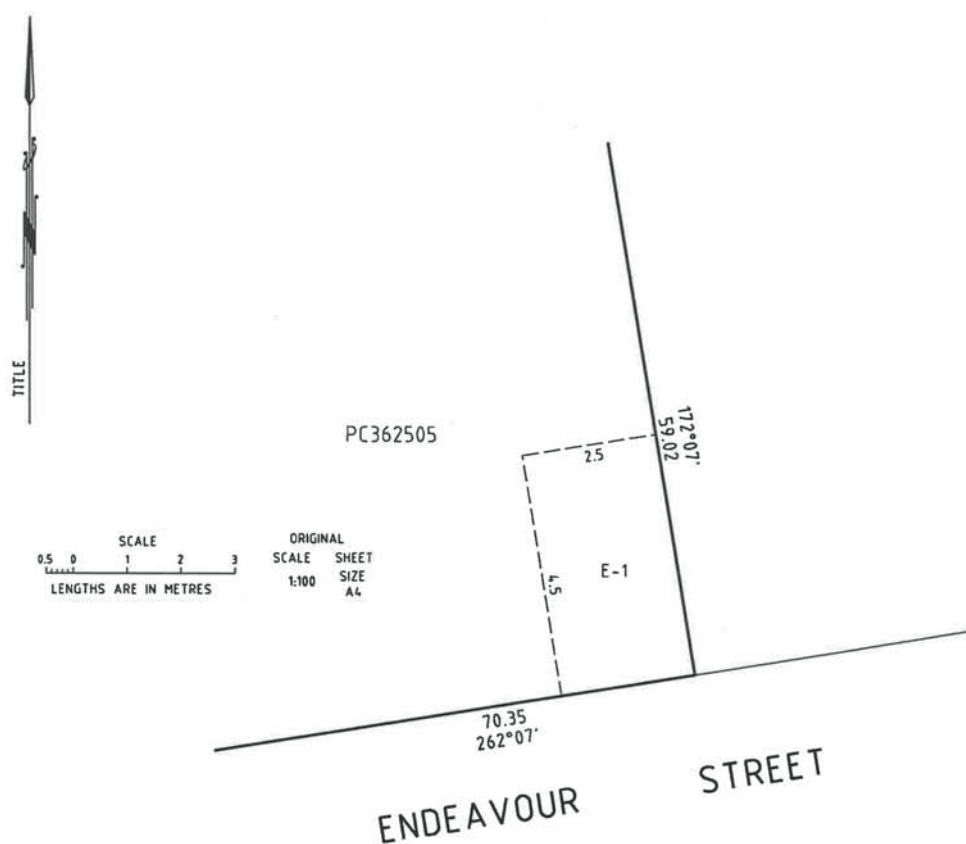
Reg. 16

## Notice of Acquisition

## Compulsory Acquisition of Interest in Land

Central Gippsland Region Water Corporation (ABN 75 830 750 413) ('Gippsland Water') declares that by this notice it acquires the following interest in land described as an easement for sewerage and water supply purposes over part of the land being the land in Plan of Consolidation 362505L described in Certificate of Title 10562 Folio 726 and being the portion of land the location of which is marked 'E-1' on the Plan for Creation of Easement annexed hereto.

**Interest Acquired:** That of BJ Bearings Pty Ltd (ACN 005 687 909) and all other interests.



Published with the authority of Gippsland Water.  
Dated 29 December 2011

For and on behalf of  
Gippsland Water  
Signed LYNLEY KEENE  
Manager Commercial Services

**Land Acquisition and Compensation Act 1986****FORM 7**

S. 21(a)

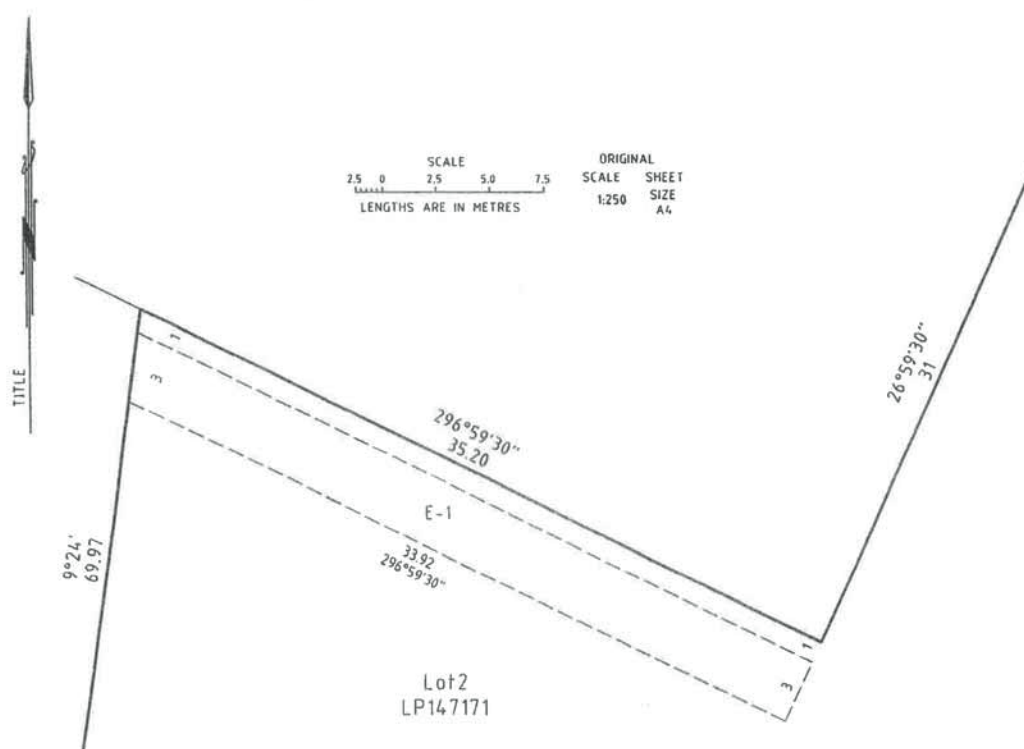
Reg. 16

## Notice of Acquisition

## Compulsory Acquisition of Interest in Land

Central Gippsland Region Water Corporation (ABN 75 830 750 413) ('Gippsland Water') declares that by this notice it acquires the following interest in land described as an easement for sewerage and water supply purposes over part of the land being Lot 2 on Plan of Subdivision LP147171R described in Certificate of Title 09686 Folio 882 and being the portion of land the location of which is marked 'E-1' on the Plan for Creation of Easement annexed hereto.

**Interest Acquired:** That of Elizabethan Restaurant and Reception Centre Pty Ltd (ACN 006 194 556) and all other interests.



Published with the authority of Gippsland Water.

Dated 29 December 2011

For and on behalf of  
Gippsland Water  
Signed LYNLEY KEENE  
Manager Commercial Services

**Land Acquisition and Compensation Act 1986**

FORM 7

S. 21(a)

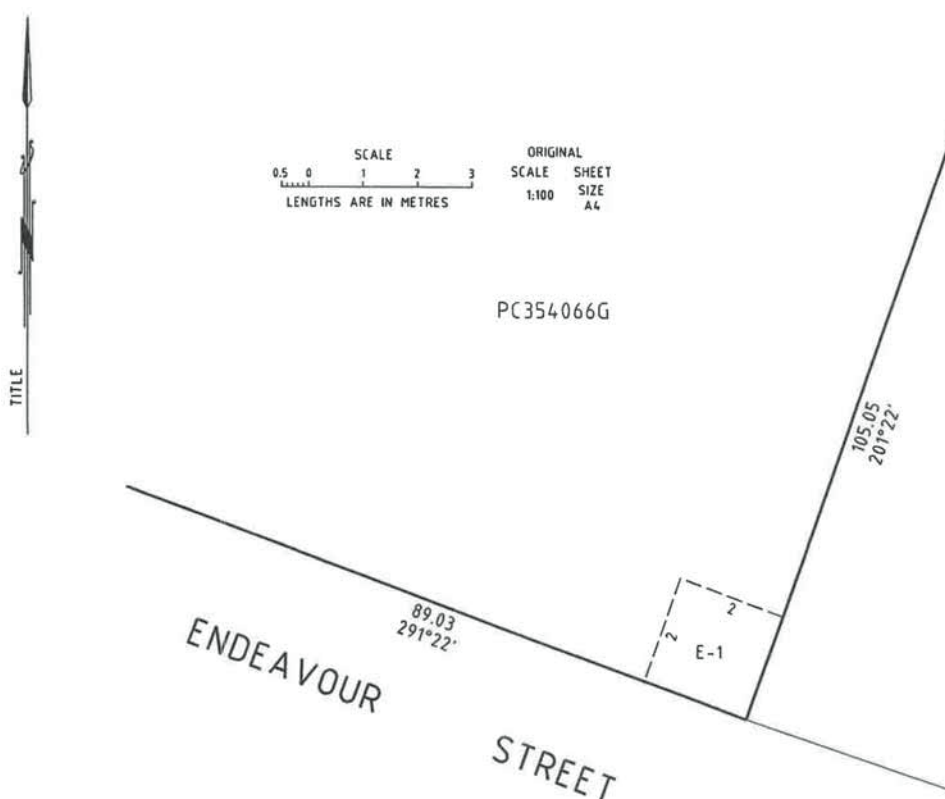
Reg. 16

## Notice of Acquisition

## Compulsory Acquisition of Interest in Land

Central Gippsland Region Water Corporation (ABN 75 830 750 413) ('Gippsland Water') declares that by this notice it acquires the following interest in land described as an easement for sewerage and water supply purposes over part of the land being the land in Plan of Consolidation 354066G described in Certificate of Title Volume 10235 Folio 657 and being the portion of land the location of which is marked 'E-1' on the Plan for Creation of Easement annexed hereto.

**Interest Acquired:** That of Vin Rowe Pty Ltd (ACN 004 442 997) and all other interests.



Published with the authority of Gippsland Water.  
Dated 29 December 2011

For and on behalf of  
Gippsland Water  
Signed LYNLEY KEENE  
Manager Commercial Services

**Liquor Control Reform Act 1998**

NOTICE UNDER SECTION 11(6)

I, Michael O'Brien, Minister for Consumer Affairs, under section 11(6) of the **Liquor Control Reform Act 1998** vary the Code of Conduct as set out in the Schedule.

This Code of Conduct applies from the date of its gazettal and supersedes any Code of Conduct – Packaged Liquor Licensees previously gazetted.

29 December 2011

MICHAEL O'BRIEN MP  
Minister for Consumer Affairs

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**SCHEDULE**  
**CODE OF CONDUCT**  
**PACKAGED LIQUOR LICENSEES**

This Code of Conduct is determined pursuant to section 11(5) of the **Liquor Control Reform Act 1998**.

**1. Purpose**

The purpose of the Code of Conduct is to promote the objects of the Act being to contribute to minimising harm arising from the misuse and abuse of alcohol; to facilitate the development of a diversity of licensed facilities reflecting community expectations; and to contribute to the responsible development of the liquor and licensed hospitality industries.

**2. Aim and scope of the Code**

The aim of the Code of Conduct is:

- to establish and require best practice by licensees in meeting the objects of the **Liquor Control Reform Act 1998** (the Act);
- to promote fair and equitable trading practices amongst industry participants, consistent with the **Fair Trading Act 1999** and the **Small Business Commissioner Act 2003**;
- to discourage conduct in breach of the **Fair Trading Act 1999** and the **Competition and Consumer Act 2010**; and
- to articulate the rights and obligations of all parties.

The conditions in this Code will apply to all packaged liquor licences. The definition of a packaged liquor licence is provided at attachment 1 to this Code.

The conditions in this Code will apply to a general licence under which a licensee supplies packaged liquor as the whole of the licensee's ordinary business of supplying liquor that is subject to a condition under clause 26(2)(a) of Schedule 3 to the Act.

**3. Code Committee**

3.1 In order to give effect to the aim of the Code, there shall exist a Packaged Liquor Code Committee (Code Committee). The Code Committee shall be comprised of a Chair, the Director of Liquor Licensing and members from the following organisations:

- Master Grocers Australia;
- Liquor Retailers Australia;
- Coles Liquor;
- Woolworths Ltd; and
- the Office of the Small Business Commissioner.

3.2 The Code Committee shall convene on a regular basis, at the request of the Director of Liquor Licensing.

**4. Activity in Licensed Premises**

Licensees must observe existing requirements of the Act in relation to ascertaining the proof of age of patrons and refusal to supply alcohol to intoxicated persons. To support these requirements the following actions are required.

Signage

4.1 The following signs, approved by the Director of Liquor Licensing pursuant to section 102 of the Act, are required to be displayed in a manner that invites customers' attention:

- 'no proof no purchase'
- 'intoxication' and
- 'a person, parent or licensee must not supply alcohol to a minor'

- 4.2 The following information is to be displayed prominently in the licensed area:
- The free call number for Directline the Victorian Government's 24-hour, 7-day counselling, information and referral line for people with alcohol and drug problems – 1800 888 236 and;
  - where appropriate, information on any municipal local law which prohibits the consumption of alcohol in a public place.

#### Marketing and Promotion

- 4.3 The licensee must not engage directly or indirectly in the following practices:
- promotions that may encourage patrons to consume liquor irresponsibly and excessively;
  - promotion of liquor that includes incentives which encourage consumers to consume the product in a risky or rapid manner; and
  - the advertising or marketing of alcohol products which is directed to or is primarily appealing to minors or others in high risk categories.
- 4.4 Alcohol advertising by a licensee, except on licensed premises, should be discouraged from being close to a primary or secondary school.

### 5. Minors on Premises

- 5.1 No minors are to be permitted on the licensed premises unless they are accompanied by a parent, spouse or guardian or a responsible adult.
- 5.2 The licensee shall ensure that any minor employed to work on licensed premises is not involved in the supply of liquor other than in an approved training program.
- 5.3 The licensee must maintain a list/register of minors employed on the premises (which may be the business time and wages record book) and which is available upon request for viewing by an authorised officer of the Victoria Police or a compliance inspector under the meaning of the **Liquor Control Reform Act 1998**.
- 5.4 The licensee must, where there are reasonable grounds for considering that an adult is purchasing alcohol for a minor, decline the purchase of the alcohol.

### 6. Responsibilities of Licensees

- 6.1 The licensee must develop, within 3 months of the publishing of the Code of Conduct in the Government Gazette, a set of 'House Rules' for the licensed premises which will set out the responsibilities and obligations of staff in the sale and supply of alcohol in accordance with established responsible serving of alcohol principles.
- 6.2 The 'House Rules' must be retained on the premises in the possession of the licensee or responsible person and be made available to an authorised member of the Victoria Police or a compliance inspector under the meaning of the **Liquor Control Reform Act 1998** if requested.
- 6.3 Where the licensee has installed and maintains a surveillance recording system able to clearly identify individuals and which shows time and date and provides continuous images of all relevant entrances and exits, a copy of the recorded images must be available upon request for immediate viewing or removal by the Victoria Police or a compliance inspector under the meaning of the **Liquor Control Reform Act 1998**, or a person authorised in writing by the Director of Liquor Licensing, or otherwise retained for at least 2 weeks where technology exists.
- 6.4 The licensee must take all reasonable steps to manage and supervise all aspects of the business in accordance with the **Occupational Health and Safety Act 2004**.



**7. Responsible Service of Alcohol**

- 7.1 The Director of Liquor Licensing will not grant an application for a packaged liquor licence unless satisfied that the applicant and any other person responsible for the management or control of the licensed premises has completed a Responsible Service of Alcohol (RSA) training course approved by the Director of Liquor Licensing.
- 7.2 The licensee must ensure that all staff who are employed to sell, offer for sale, or serve alcohol have completed a RSA training course approved by the Director of Liquor Licensing within the three years prior to their commencement in employment at the licensed premises; or, that all staff who are employed to sell, offer for sale, or serve alcohol complete an approved RSA program within one month of their commencement in employment at the licensed premises.
- 7.3 The licensee must maintain a register of Certificates of completion of the RSA training course approved by the Director of Liquor Licensing completed by licensees and employees, which is available upon request for viewing by an authorised officer of Victoria Police or a compliance inspector under the meaning of the **Liquor Control Reform Act 1998**.
- 7.4 The licensee must ensure that the licensee and responsible person complete the RSA refresher course within three years of completing their last RSA program.
- 7.5 The licensee must ensure that any person who sells, offers for sale or serves liquor on the licensed premises completes the RSA refresher course within three years of completing their last RSA program.

**8. Sale by means of mail, facsimile, telephone or the internet**

- 8.1 A licensee who sells liquor by taking orders over the telephone or by facsimile or by mail order must display their liquor licence number in any advertisement or information published in writing or electronically in connection with such sales.
- 8.2 A licensee who advertises on or supplies liquor by means of the internet must display the following notice prominently on the site at all times so that customers will notice its contents.

‘WARNING

Under the **Liquor Control Reform Act 1998** it is an offence

- To supply alcohol to a person under the age of 18 years [Penalty exceeds \$7,000]
- For a person under the age of 18 years to purchase or receive liquor [Penalty exceeds \$600]

- 8.3 A licensee must ensure that liquor is purchased by a person aged 18 or over. The licensee must ensure that delivery arrangements include requiring proof of age to be sighted where appropriate.

**9. Unfair Market Practices**

- 9.1 The purpose of the **Small Business Commissioner Act 2003** is to establish the Office of the Small Business Commissioner (OSBC) to enhance a competitive and fair operating environment for small business in Victoria.
- 9.2 Under the **Small Business Commissioner Act 2003**, the Small Business Commissioner may receive ‘unfair market practice’ complaints from small businesses. This includes small, independent, liquor stores (and their relevant industry association) complaining about the use of market power in an anticompetitive manner by large market players.

If a packaged liquor licensee considers that its small business is the subject of an unfair market practice, it may contact the OSBC. The OSBC may investigate the complaint, or it may seek to mediate the complaint between the small business and the respondent in order to seek to resolve the complaint. Alternatively, the OSBC may make representations about the complaint to an appropriate person or body (eg. the Director of Liquor Licensing, or another body, such as the Australian Competition and Consumer Commission).

In order to investigate unfair market practice complaints, licensees of packaged liquor licences may contact the OSBC or the Australian Competition and Consumer Commission (ACCC).

The contact details for the OSBC are:

Office of the Small Business Commissioner  
GPO Box 4509RR  
Melbourne, Victoria 3001  
Telephone: 13 22 15; toll free: 1800 136 034  
Website: [www.sbc.vic.gov.au](http://www.sbc.vic.gov.au)

The contact details for the Australian Competition and Consumer Commission are:

Level 35, The Tower  
Melbourne Central  
360 Elizabeth Street  
Melbourne, Victoria 3000

#### 10. Misleading and deceptive and unconscionable conduct

- 10.1 All licensees shall comply with the requirements of the Victorian **Fair Trading Act 1999** and the **Competition and Consumer Act 2010** to ensure that misleading, deceptive and 'unconscionable conduct' does not occur in business trading.
- 10.2 In considering whether conduct is unconscionable, a court or tribunal will have regard to the relative bargaining strength of the parties; whether conditions imposed were reasonably necessary to protect the supplier's legitimate interests; the ability to understand documentation; the need for no undue influence or use of pressure tactics in the transaction; the amount goods or services can be acquired for in similar transactions; the requirements of industry codes; any failure to disclose intended conduct or risks; the extent of willingness to negotiate terms and conditions of any contract and the extent to which the supplier acted in good faith.
- 10.3 The **Fair Trading Act 1999** is administered by Consumer Affairs Victoria (CAV). The CAV Telephone Helpline is –1300 55 81 81.
- 10.4 The **Competition and Consumer Act 2010** is administered by the Australian Competition and Consumer Commissioner (ACCC). The ACCC Infocentre Telephone is –1300 302 502.

#### 11. Compliance with the Code

- 11.1 Under section 11(8) of the **Liquor Control Reform Act 1998**, the Small Business Commissioner appointed under the **Small Business Commissioner Act 2003** may investigate the compliance by licensees of packaged liquor licences with this Code of Conduct.
- 11.2 The Director of Liquor Licensing may investigate complaints made by licensees under the Code of Conduct.

**12. Code Review**

- 12.1 Two years after the commencement of the Code and thereafter on a biennial basis, an evaluation shall be conducted on the performance and effectiveness of the Code in relation to:
- benefits;
  - cost of administration;
  - visibility to the public;
  - market practices; and
  - industry awareness.
- 12.2 The Code Review will be conducted by the Minister for Consumer Affairs, in consultation with the Code Committee and other relevant parties, including packaged liquor licensees.

## Attachment 1

**CODE OF CONDUCT**  
**PACKAGED LIQUOR LICENSEES**

Extracts from the **Liquor Control Reform Act 1998**

**4. Objects**

The objects of this Act are –

- (a) to contribute to minimising harm arising from the misuse and abuse of alcohol, including by –
  - (i) providing adequate controls over the supply and consumption of liquor; and
  - (ii) ensuring as far as practicable that the supply of liquor contributes to, and does not detract from, the amenity of community life; and
  - (iii) restricting the supply of certain other alcoholic products; and
  - (iv) encouraging a culture of responsible consumption of alcohol and reducing risky drinking of alcohol and its impact on the community; and
- (b) to facilitate the development of a diversity of licensed facilities reflecting community expectations; and
- (c) to contribute to the responsible development of the liquor and licensed hospitality industries; and
- (d) to regulate licensed premises that provide sexually explicit entertainment.

**11. Packaged liquor licence**

- (1) A packaged liquor licence authorises the licensee to supply liquor on the licensed premises in sealed containers, bottles or cans –
  - (a) during ordinary trading hours; and
  - (b) between 11 pm on any particular day until 1 am on the following day, if so determined by the Director and specified in the licence; and
  - (c) subject to section 15A, between a time (not being earlier than 5 am) before the commencement of ordinary trading hours and the commencement of ordinary trading hours on a particular day, if so determined by the Director and specified in the licence –

for consumption off the licensed premises.

- (2) If –
  - (a) the licensed premises under a packaged liquor licence is located within premises used primarily as a supermarket; and
  - (b) the licensee is the owner of the supermarket business; and
  - (c) the Director so determines and specifies in the licence –
 the packaged liquor licence also authorises the licensee to receive payment for liquor supplied on the licensed premises at any checkout located in the supermarket if the person receiving the payment is of or over the age of 18 years.

- (3) A packaged liquor licence is subject to –
  - (aa) a condition that the predominant activity carried on in the area set aside as the licensed premises is the sale by retail of liquor for consumption off the licensed premises; and

\*   \*   \*   \*   \*

\*   \*   \*   \*   \*

- (aad) a condition that the licensee comply with the code of conduct (if any)

determined by the Minister under subsection (5) as in force from time to time; and

- (a) the condition set out in section 16 (compliance with planning scheme); and
- (b) if the licence authorises the licensee to supply liquor outside ordinary trading hours, the condition set out in section 17(1); and
- (c) if the licensee is a body corporate, the condition set out in section 18 (approval of directors); and
- (d) any other conditions determined by the Director and specified in the licence.

\* \* \* \* \*

- (5) The Minister, by notice published in the Government Gazette, may determine a code of conduct, consistent with the objects of this Act, for licensees of packaged liquor licences.
- (6) The Minister may, at any time by notice published in the Government Gazette, vary or revoke the code of conduct under subsection (5).
- (7) The Minister must not determine a code of conduct, or vary or revoke it, until the Minister has consulted packaged liquor licensees.
- (8) The Small Business Commissioner appointed under the **Small Business Commissioner Act 2003** may investigate the compliance by licensees of packaged liquor licences with a code of conduct under subsection (5).

### 3. Definitions

‘ordinary trading hours’ means –

- (c) in relation to a packaged liquor licence or late night (packaged liquor) licence –
    - (i) the hours between 9 am and 11 pm on each day, other than Sunday, Good Friday, ANZAC Day or Christmas Day; and
    - (ii) the hours between 10 am and 11 pm on Sunday; and
    - (iii) the hours between 12 noon and 11 pm on ANZAC Day
-

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

## DEPARTMENT OF PRIMARY INDUSTRIES

## Exemption from a Mining and Exploration Licence

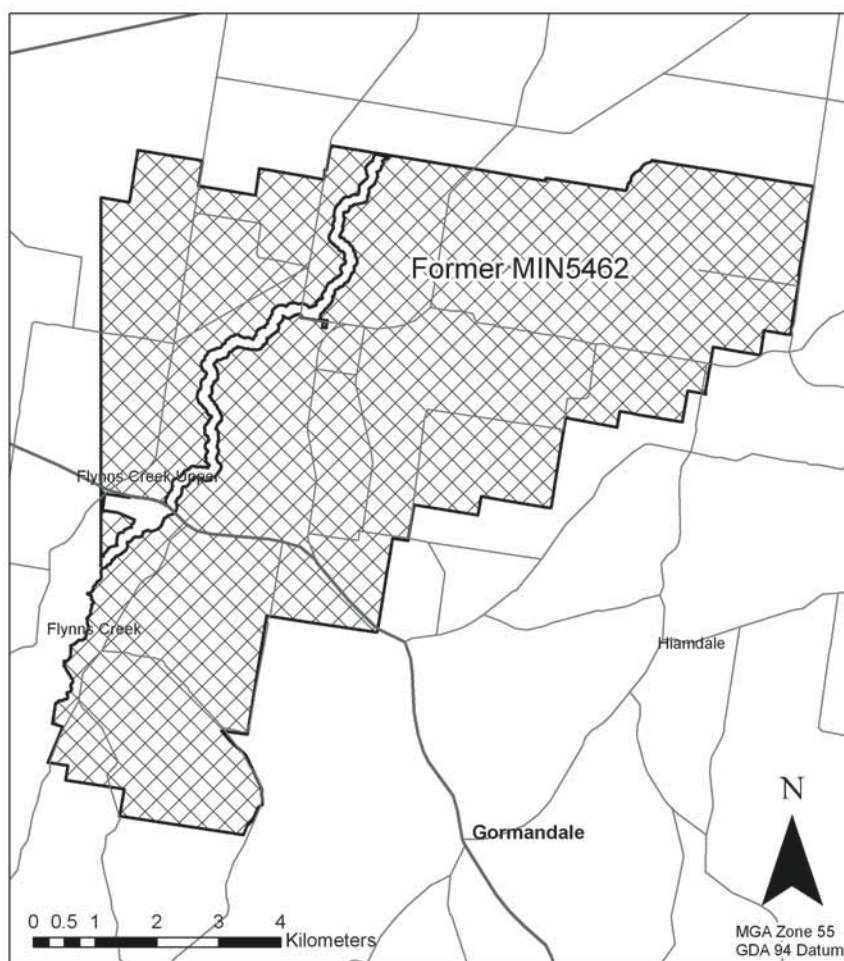
I, David Boothroyd, Acting Director, Earth Resources Regulation pursuant to section 7 of the **Mineral Resources (Sustainable Development) Act 1990** and under delegation by the Minister for Energy and Resources, hereby exempt all land situated within the boundaries of the hatched area on the attached map (Schedule A) being former Mining Licence 5462 from being subject to a mining and exploration licence.

Dated 20 December 2011

DAVID BOOTHROYD

Acting Director, Earth Resources Regulation

## Schedule A



**Road Safety Act 1986**

## DECLARATION UNDER SECTION 99B(4)

Under section 99B(4) of the **Road Safety Act 1986**, I declare that for the purposes of the cycling event known as the Jayco Bay Classic that the Road Rules do not apply to the activities of the Event, for the times and with respect to the highway or parts of the highway listed in the Schedule.

1. In this notice, unless the context or subject-matter otherwise requires –  
    ‘**Event**’ means the Jayco Bay Classic to be conducted from Sunday 1 January 2012 to Wednesday 4 January 2012;  
    ‘**Road Rules**’ means the Road Rules within the meaning of the Road Safety Road Rules 2009.
2. This declaration takes effect from the date of commencement of the Event until completion of the Event.

**Schedule**

STAGE AND TIME	ROADS SUBJECT TO THIS DECLARATION AS PART OF THE EVENT
Stage 1 Ritchie Boulevard	Ritchie Boulevard.
Stage 2 Eastern Park	Hearne Parade between Eastern Beach Road and Limeburners boat ramp car park entrance, Eastern Park Circuit between upper Hearne Parade and Limeburners Road.
Stage 3 Portarlington	Geelong–Portarlington Road (Newcombe Street) between Fisher Street and Harding Street, Harding Street between Geelong–Portarlington Road (Newcombe Street) and Pier Street, Pier Street between Harding Street and The Esplanade, The Esplanade between Pier Street and Fisher Street, Fisher Street between Geelong–Portarlington Road (Newcombe Street) and The Esplanade.
Stage 4 Williamstown	Cecil Street between Thompson Street and Cole Street, Cole Street between Cecil Street and Nelson Place, Nelson Place between Thompson Street and Cole Street, Thompson Street between Cecil Street and Nelson Place.

STEVE BROWN  
Executive Director Regional Services  
VicRoads  
Delegate for the Minister for Roads

**Water Act 1989**  
**BULK ENTITLEMENT (KIEWA – SOUTHERN HYDRO LTD)**  
**CONVERSION ORDER 1997**  
Minor Amendment Notice

I, Peter Walsh, as Minister administering the **Water Act 1989**, by notice amend the Bulk Entitlement (Kiewa – Southern Hydro Ltd) Conversion Order 1997.

**1. Citation**

This Notice may be cited as the Bulk Entitlement (Kiewa – Hydro) Minor Amendment Notice 2011.

**2. Preliminary**

The Bulk Entitlement (Kiewa – Southern Hydro Ltd) Conversion Order 1997 (the Bulk Entitlement Order) came into effect on 10 July 1997 when it was published in the Government Gazette G27. The Bulk Entitlement Order was transferred to companies now trading as AGL Hydro Partnership in 1998, by Order published in the Government Gazette G1 on 8 January 1998.

**3. Purpose**

The purpose of this Notice is to amend the Bulk Entitlement Order to reflect minor changes as a result of the construction of the Bogong Power Station, the transfer of company ownership, and the removal of a reference to the Bulk Entitlement (Bogong Village) Conversion Order 1997, which was replaced by a diversion licence (licence no. 8003049) in 2001.

The inclusion of the Bogong Power Station in the Bulk Entitlement Order and its operation does not impact on the terms of the Bulk Entitlement Order, or any other entitlement holders in the Kiewa Basin. However, its recognition in the Bulk Entitlement will enable more accurate description of AGL Hydro Partnership's scheme for the purposes of metering and reporting on water use under the Bulk Entitlement.

The title and citation of the Bulk Entitlement Order is amended to avoid confusion over entitlement to the rights described in the Bulk Entitlement Order.

**4. Authorising Provisions**

This Notice is made under section 45 of the **Water Act 1989**.

**5. Commencement**

This Notice comes into effect on the day it is published in the Government Gazette.

**6. Amendment of Bulk Entitlement Order title and citation (Clause 1)**

In both the title and clause 1 of the Bulk Entitlement Order, for the words 'Southern Hydro Ltd' substitute the word 'Hydro'.

**7. Amendment of Clause 4 – Definitions**

(1) In clause 4 of the Bulk Entitlement Order, for the definition of 'Authority' substitute –

“**Authority**” means AGL HP1 Pty Ltd (ACN 080 429 901), AGL HP2 Pty Ltd (ACN 080 810 546), and AGL HP3 Pty Ltd (ACN 080 735 815), collectively trading as AGL Hydro Partnership (generation companies within the meaning of the **Electricity Industry Act 2000**).”;

(2) In clause 4 of the Bulk Entitlement Order, in the definition 'system' after the words 'the pipelines through the McKay Creek,' insert 'Bogong,'.

**8. Amendment of Schedule 1**

(1) In clause 4 of Schedule 1, for the first sentence below the heading '4. Power Stations' substitute –

“The four power stations in the system are known as the McKay Creek, the Bogong, the Clover and the West Kiewa power stations.”.



- (2) In clause 4 of Schedule 1, under the description of the McKay Creek Power Station (and above the description of the Clover Power Station), insert –

**‘Bogong Power Station**

Bogong Power Station is supplied with water from the discharge from McKay Creek power station via the power station headrace tunnel. It is possible to pass water discharged from McKay Creek power station around Bogong power station into Junction Dam via the Pretty Valley Branch of the East Kiewa River.’.

**9. Amendment of Schedule 2 – Water taken from the waterway**

For Schedule 2 of the Bulk Entitlement Order **substitute –**

**‘Schedule 2 – Water taken from the waterway**

Licence	Volume	Purpose/details
Alpine Resorts Commission	500 ML maximum per annum	Supply of water from Rocky Valley Reservoir to provide for domestic usage in the Falls Ski Village
Falls Creek Ski Lift Company	1000 ML maximum per annum	To draw water from Rocky Valley Reservoir for purposes of making snow during the skiing season
Howmans Gap Camp	25 ML per annum	Various domestic and industrial uses
Licences on the East Kiewa River below Clover Dam – 5 No	311 ML per annum	Irrigation
Southern Hydro	50 ML per annum	Supply to Bogong Village

Dated 20 December 2011

PETER WALSH MLA  
Minister for Water

**Water Act 1989**  
**BULK ENTITLEMENT (RUBICON – SOUTHERN HYDRO LTD)**  
**CONVERSION ORDER 1997**  
Minor Amendment Notice

I, Peter Walsh, as Minister administering the **Water Act 1989**, by notice amend the Bulk Entitlement (Rubicon – Southern Hydro Ltd) Conversion Order 1997.

**1. Citation**

This Notice may be cited as the Bulk Entitlement (Rubicon – Hydro) Minor Amendment Notice 2011.

**2. Preliminary**

The Bulk Entitlement (Rubicon – Southern Hydro Ltd) Conversion Order 1997 (the Bulk Entitlement Order) came into effect on 10 July 1997 when it was published in the Government Gazette G27. The Bulk Entitlement Order was transferred to companies now trading as AGL Hydro Partnership in 1998, by Order published in the Government Gazette G1 on 8 January 1998.

**3. Purpose**

The purpose of this Notice is to amend the Bulk Entitlement Order to avoid any potential confusion over entitlement to the rights described in the Bulk Entitlement Order.

**4. Authorising Provisions**

This Notice is made under section 45 of the **Water Act 1989**.

**5. Commencement**

This Notice comes into effect on the day it is published in the Government Gazette.

**6. Amendment of Bulk Entitlement Order title and citation (Clause 1)**

In both the title and clause 1 of the Bulk Entitlement Order, for the words ‘Southern Hydro Ltd’ **substitute** the word ‘Hydro’.

**7. Amendment of Clause 4 – Definitions**

In Clause 4 of the Bulk Entitlement Order, for the definition of ‘Authority’ substitute –  
‘**“Authority”** means AGL HP1 Pty Ltd (ACN 080 429 901), AGL HP2 Pty Ltd (ACN 080 810 546), and AGL HP3 Pty Ltd (ACN 080 735 815), collectively trading as AGL Hydro Partnership (generation companies within the meaning of the **Electricity Industry Act 2000**).’.

Dated 20 December 2011

PETER WALSH MLA  
Minister for Water

# **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 Victorian Government Bookshop, Level 20, 80 Collins Street, Melbourne on the date specified:

- |  |   |
|--|---|
| <p>157. <i>Statutory Rule:</i> Prevention of Cruelty to Animals Amendment Regulations 2011</p> <p style="padding-left: 40px;"><i>Authorising Act:</i> Prevention of Cruelty to Animals Act 1986</p> <p style="padding-left: 40px;"><i>Date first obtainable:</i> 23 December 2011</p> <p style="padding-left: 40px;"><i>Code A</i></p>               | <p>161. <i>Statutory Rule:</i> Education and Care Services National Law (Excluded Services and Other Transitional Matters) Regulations 2011</p> <p style="padding-left: 40px;"><i>Authorising Act:</i> Education and Care Services National Law Act 2010</p> <p style="padding-left: 40px;"><i>Date first obtainable:</i> 23 December 2011</p> <p style="padding-left: 40px;"><i>Code A</i></p> |
| <p>158. <i>Statutory Rule:</i> Livestock Management Regulations 2011</p> <p style="padding-left: 40px;"><i>Authorising Act:</i> Livestock Management Act 2010</p> <p style="padding-left: 40px;"><i>Date first obtainable:</i> 23 December 2011</p> <p style="padding-left: 40px;"><i>Code A</i></p>   | <p>162. <i>Statutory Rule:</i> Children's Services Amendment Regulations 2011</p> <p style="padding-left: 40px;"><i>Authorising Act:</i> Children's Services Act 1996</p> <p style="padding-left: 40px;"><i>Date first obtainable:</i> 23 December 2011</p> <p style="padding-left: 40px;"><i>Code D</i></p>  |
| <p>159. <i>Statutory Rule:</i> Sentencing Regulations 2011</p> <p style="padding-left: 40px;"><i>Authorising Act:</i> Sentencing Act 1991</p> <p style="padding-left: 40px;"><i>Date first obtainable:</i> 23 December 2011</p> <p style="padding-left: 40px;"><i>Code D</i></p>   | <p>163. <i>Statutory Rule:</i> Estate Agents (Contracts) Amendment Regulations 2011</p> <p style="padding-left: 40px;"><i>Authorising Act:</i> Estate Agents Act 1980</p> <p style="padding-left: 40px;"><i>Date first obtainable:</i> 23 December 2011</p> <p style="padding-left: 40px;"><i>Code B</i></p>  |
| <p>160. <i>Statutory Rule:</i> Infringements (General) Amendment (Further Lodgeable Infringement Offences) Regulations 2011</p> <p style="padding-left: 40px;"><i>Authorising Act:</i> Infringements Act 2006</p> <p style="padding-left: 40px;"><i>Date first obtainable:</i> 23 December 2011</p> <p style="padding-left: 40px;"><i>Code A</i></p> | <p>164. <i>Statutory Rule:</i> Residential Tenancies Amendment (Infringements) Regulations 2011</p> <p style="padding-left: 40px;"><i>Authorising Act:</i> Residential Tenancies Act 1997</p> <p style="padding-left: 40px;"><i>Date first obtainable:</i> 23 December 2011</p> <p style="padding-left: 40px;"><i>Code B</i></p>  |
|  | <p>165. <i>Statutory Rule:</i> Education and Training Reform (School Safety) Regulations 2011</p> <p style="padding-left: 40px;"><i>Authorising Act:</i> Education and Training Reform Act 2006</p> <p style="padding-left: 40px;"><i>Date first obtainable:</i> 23 December 2011</p> <p style="padding-left: 40px;"><i>Code A</i></p>  |

166. *Statutory Rule:* Chattel Securities  
(Continued  
Register)  
Regulations 2011
- Authorising Act:* Chattel Securities  
Act 1987
- Date first obtainable:* 23 December 2011
- Code A*
-

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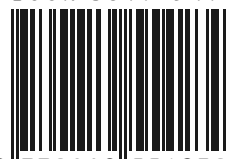
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