



# Victoria Government Gazette

By Authority of Victorian Government Printer

**No. G 7 Thursday 17 February 2011**

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

**GENERAL**

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**Advertisers Please Note**

As from 17 February 2011

The last Special Gazette was No. 45 dated 16 February 2011.

The last Periodical Gazette was No. 1 dated 9 June 2010.

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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)  
LABOUR DAY WEEK 2011 (Monday 14 March 2011)**

**Please Note:**

The Victoria Government Gazette for Labour Day week (G11/11) will be published on **Thursday 17 March 2011**.

**Copy deadlines:**

Private Advertisements **9.30 am on Friday 11 March 2011**

Government and Outer

Budget Sector Agencies Notices **9.30 am on Tuesday 15 March 2011**

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

JENNY NOAKES  
Government Gazette Officer

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**VICTORIA GOVERNMENT GAZETTE**

**Subscribers and Advertisers**

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JENNY NOAKES  
Government Gazette Officer

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### PRIVATE ADVERTISEMENTS

Re: MARIA DREJA, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 October 2010, are required by the trustee, Alexander Coca, care of 44 Douglas Street, Noble Park, Victoria, to send particulars to the trustee by 29 April 2011, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

BORCHARD & MOORE, solicitors,  
44 Douglas Street, Noble Park 3174.

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Re: HARRY WILLIAM FIDDLER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 January 2011, are required by the trustee, Rex Fiddler, care of 44 Douglas Street, Noble Park, Victoria, to send particulars to the trustee by 3 May 2011, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

BORCHARD & MOORE, solicitors,  
44 Douglas Street, Noble Park 3174.

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Re: Estate of MARLENE ANNE KELLY, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of MARLENE ANNE KELLY (in the Will called Marlene Ann Kelly), late of 232 Hayes Road, Culgoa, Victoria, married woman, deceased, who died on 22 November 2010, are to send particulars of their claim to the executor, care of the undermentioned legal practitioners, by 27 April 2011, after which the executor will distribute the assets, having regard only to the claims of which he then has notice.

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

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LORNA DAPHNE ISABEL ANDERSON (in the Will called Lorna Daphney Isabell Anderson), late of 4 Thomas Street, Rosebud, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 September 2010, are required by the trustee, Robert Karl Anderson, to send particulars to the trustee by 17 April 2011, care of the undermentioned solicitors, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

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PHILOMENA SKURRIE, late of 4/3 St Georges Road, Toorak, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 August 2010, are required by the trustees, Elizabeth Margaret McCrae, Joan Marie Wales and Daryl Ann Linnane, to send particulars to the trustees by 17 April 2011, care of the undermentioned solicitors, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

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Re: ELLEN BULLEN, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 November 2010, are required by the trustee, John Terry Bullen, to send particulars to the trustee, care of his undermentioned solicitors, by 19 April 2011, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

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ROSE-MARIE ZARA, late of 161a Centre Dandenong Road, Cheltenham, secretary, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 December 2010, are required by the trustee, care of Harris & Chambers Lawyers

of 4/250 Charman Road, Cheltenham 3192, to send particulars to them by 18 April 2011, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

HARRIS & CHAMBERS LAWYERS,  
4/250 Charman Road, Cheltenham 3192.

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Re: EDGAR WILLIAM KNOWLES, late of 626 Esplanade, Mornington, Victoria, retired builder, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 May 2010, are required by the trustee, Peter Lee Tong Ng, to send particulars to the undermentioned solicitors by 1 June 2011, 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: Estate ERNEST OSCAR BERRY, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 August 2010, are required by the trustee, Anna Nicole Neill, to send particulars to her, care of the undersigned, by 18 April 2011, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

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Re: DANIEL JOHN NORTH, late of Unit 301 Plenty Valley Retirement Village, 208 McDonalds Road, Epping, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 January 2010, are required by the trustees, Travis North and Michael Ryan, to send particulars to the trustees, care of the undermentioned solicitors, by 22 April 2011, 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,  
Shop 26, The Stables Shopping Centre,  
314-360 Childs Road, Mill Park 3082.  
Ref No. AJM:21000125

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DOROTHY HUNTER, late of Unit 54, 42 Capital Avenue, Glen Waverley, Victoria, teacher, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 1 August 2010, are required by the executor, Jillian Margaret McLean, to send particulars to the executor, care of Marsh & Maher of 1/551 Little Lonsdale Street, Melbourne, by 30 April 2011, after which date the executor intends to convey or distribute the assets of the estate, having regard only to the claims of which the executor may have notice.

MARSH & MAHER, solicitors,  
1/551 Little Lonsdale Street, Melbourne 3000.

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BARBARA CHRISTINA MANN, late of Unit 58, Oak Tree Hill Retirement Village, 37 View Mount Road, Glen Waverley, Victoria, gentlewoman, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 11 September 2010, are required by the executors, John Yeates Mann and Ian Andrew Ness, to send particulars to them, care of Marsh & Maher of 1/551 Little Lonsdale Street, Melbourne, by 30 April 2011, after which date the executors intend to convey or distribute the assets of the estate, having regard only to the claims of which the executors may have notice.

MARSH & MAHER, solicitors,  
1/551 Little Lonsdale Street, Melbourne 3000.

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Re: MYRTLE GLADYS GOLLEDGE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 April 2010, are required by the trustee, Mitchell James Golledge, to send particulars to him, care of the undermentioned solicitors, by 21 April 2011, after which date he may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

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Re: VALDA JOAN PHILLIPS, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of VALDA JOAN PHILLIPS, deceased, late of 27 Harbourne Street, Macleod, widow, who died on 8 September 2009, are requested to send particulars of their claims to the executors, Howard Kenneth Phillips and Michelle Debra Phillips, care of the undersigned solicitors, by 18 April 2011, after which date they will convey or distribute the assets, having regard only to the claims of which they then have notice.

SLATER & GORDON, solicitors,  
100 Paisley Street, Footscray 3011.

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Re: PETER HOWARD LEASON, late of Bupa Edithvale, 256 Station Street, Edithvale, Victoria, plasterer/bricklayer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 August 2010, are required by the deceased's personal representative, David John Henry, to send particulars to him, care of the undermentioned lawyers, by 28 April 2011, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which he then has notice.

SLM LAW, lawyers,  
119 Murray Street, Colac 3250.

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Re: NOEL THOMAS NEAL, late of 36 Lord Street, Cobden, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 June 2010, are required by the deceased's personal representatives, Patricia Le-Ann McRae, Noel Richard Neal, Samantha Jane Le Gassick and Scott Neal, to send particulars to them, care of the undermentioned lawyers, by 28 April 2011, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

SLM LAW, lawyers,  
119 Murray Street, Colac 3250.

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DAVID WALLING LESLIE, late of 20 Jackson Way, Dromana, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 October 2010, are required by the executor, Paula Blanche Leslie of 20 Jackson Way, Dromana, Victoria, to send particulars to her, care of Stidston Warren Lawyers, by 23 April 2011, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

STIDSTON WARREN LAWYERS,  
Suite 1, 10 Blamey Place, Mornington 3931.

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Re: DIANA ELIZABETH PARKER, late of Apartment 26, Balwyn Manor, 23 Maleela Avenue, Balwyn, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 July 2010, are required by the executors, Equity Trustees Limited, Chester Edmund Campion Fogarty and Timothy Paul Fogarty, to send particulars to them, care of the undermentioned solicitors, by 20 April 2011, after which date the executors may convey and distribute the assets, having regard only to the claims of which they then have notice.

TRAGEAR & HARRIS LAWYERS,  
1/23 Melrose Street, Sandringham 3191.

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DURKJE BUWALDA, late of 3 Eastleigh Court, Newborough, in the State of Victoria, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 May 2010, are required by the personal representatives, Ybeltje Durkje Toseland and Wouter Buwalda of Suite 4, 46 Haigh Street, Moe, to send particulars to them, care of the undermentioned solicitors, by 18 April 2011, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

VERHOEVEN & CURTAIN, solicitors,  
Suite 4, 46 Haigh Street, Moe 3825.

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Re: MARTIN GREGORY CROFTS DICK, late of 6 Cleveland Drive, Hoppers Crossing, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 August 2010, are required to send particulars to the executor, care of GPO Box 1946, Melbourne, Victoria 3001, by 13 May 2011, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she may then have notice.

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

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

On Thursday 24 March 2011 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 Zoran Mladenovski of 39 Tilbury Street, Thomastown, joint proprietor with Violetta Mladenovska of an estate in fee simple in the land described on Certificate of Title Volume 10936 Folio 086 upon which is erected a dwelling known as Unit 1, 39 Tilbury Street, Thomastown.

Registered Mortgage No. AB4344274K, Caveat No. AF374472C, Caveat No. AH358073R, Caveat No. AH460225Y, and Covenant No. F662806 affect the said estate and interest.

Payment Terms – Cash/Eftpos (Debit Cards only/no Credit Cards)/bank cheque or solicitors trust account cheque.

Note: Must be paid in full at the fall of the hammer.

There are no exceptions to these arrangements.

SW10006657

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

All the estate and interest (if any) of Go Equities Pty Ltd of 304 Sheans Creek Road, Euroa, sole proprietor of an estate in fee simple in Lots 1 and 2 on Plan of Subdivision 215587F, being the land described on Certificate of Title Volume 09892 Folio 300 and Certificate of Title Volume 09892 Folio 301, which consists of approximately 101.10 hectares upon which is erected a wooden dwelling known as 304 Sheans Creek Road, Sheans Creek.

Registered Mortgage No. AD410260P, Mortgage No. AD968879B, Caveat No. AH319994P and Caveat No. AH553960Y affect the said estate and interest.

The property can be located 10.1 km from the township of Euroa, travel on Euroa Main Road towards Lewis Road in a north-east direction, turn right at Templeton Road, continue onto Euroa–Strathbogie Road for approximately 5.4 km, veer slightly left towards Faithfuls Creek–Sheans Gully Road, continue straight onto Faithfuls Creek–Sheans Gully Road, for approximately 2.9 km, turn right and travel approximately 54 m, property will be situated on the right hand side and is known as 304 Sheans Creek Road, Sheans Creek.

Refer RACV Vicroads Country Street Directory Edition No. 7, Map 47C6.

Payment Terms – Cash/Eftpos (Debit Cards only/no Credit Cards)/bank cheque or solicitors trust account cheque.

Note: Must be paid in full at the fall of the hammer.

There are no exceptions to these arrangements.

SW100023922

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

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

On Thursday 24 March 2011 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

**GOVERNMENT AND OUTER BUDGET  
SECTOR AGENCIES NOTICES**



Mildura Rural City Council

Road Closure

Township of Mildura

Pursuant to the provisions of Schedule 10, Clause 3 and section 206 of the **Local Government Act 1989**, Mildura Rural City Council under delegation, discontinues that part of Cyprus Avenue shown hatched on the plan below.



MARK HENDERSON  
Chief Executive Officer





#### Notice of Intention to Make New Local Laws

The Council proposes to make two new Local Laws – the Community (Amendment) Local Law No. 7 and the Meeting Procedures (Amendment) Local Law No. 8.

The purpose of the proposed Community (Amendment) Local Law is to amend the Community Local Law No. 4 to:

- (a) enhance the objectives of the Community Local Law No. 4 by inserting new provisions that will contribute to its public safety and community amenity objectives; and
- (b) clarify the application of the existing provisions by amending certain provisions in the Local Law.

#### General purport of the proposed Local Law includes:

- prescribing three new uses and activities – parking long vehicles on roads, parking heavy vehicles in residential zones and taking water from Council operated standpipes – that will require a permit;
- amending existing requirements – those containing compliance with requirements in the Local Law being camping, adequate fencing for animals, using incinerators and open air burning and the condition and appearance of land and buildings in the municipal district – to make the application of the requirements clearer and to provide additional powers to authorised officers concerning steps that can be taken in relation to the condition and appearance of land and buildings. An amendment will be made to clarify the existing exemption applicable to class 10 buildings on farmland to ensure that it applies to buildings used for farming purposes, not to buildings such as garden sheds and swimming pools;
- prescribing new uses and activities which must comply with conditions or requirements in the Local Law – moving livestock within the municipal district and the removal of dog excrement from public places in built up areas and reserves;

- identifying new matters that are prohibited relating to dumping domestic rubbish in street litter bins and unlawfully parked vehicles that are causing an obstruction, including additional powers given to authorised officers to deal with unlawfully parked vehicles; and
- amending the enforcement and penalty provisions of the existing Local Law to make the provisions consistent with State legislation and to make small increases to penalty unit amounts for some offences.

The purpose of the proposed Meeting Procedures (Amendment) Local Law No. 8 is to amend the Meeting Procedures Local Law No. 5 to ensure that some provisions in the Local Law that are now regulated by the **Local Government Act 1989** ('the Act'), are consistent with the Act.

#### The general purport of the Local Law includes:

- specifying the public notice requirements applying to Council and special committee meetings of the Council;
- prescribing how voting, including how voting for the election of the Mayor (and any Deputy Mayor) is undertaken and the circumstances in which voting by secret ballot can be used at meetings;
- amending provisions concerning minutes of meetings of the Council, special committees and assembly of councillors; and
- amending the enforcement and penalty provisions of the existing Local Law to make the provisions consistent with State legislation.

Copies of the proposed Community (Amendment) Local Law No. 7 and the Meeting Procedures (Amendment) Local Law No. 8 and the accompanying explanatory documents can be obtained from the Council's offices at 111 Brown Street, Hamilton 3300, and 1 Market Place, Hamilton 3300. The proposed amending Local Laws and explanatory documents can also be viewed on the Council's website at [www.sthgrampians.vic.gov.au](http://www.sthgrampians.vic.gov.au)

Written submissions about the proposed Local Laws will be considered in accordance with section 223 of the **Local Government Act 1989**. Submissions addressed to the Chief Executive Officer, Southern Grampians Shire

Council, Locked Bag 685, Hamilton 3300, must be received no later than Thursday 17 March 2011.

Any person who makes a written submission can ask to be heard by the Council in support of their submission and may be represented by a person (who is specified in their submission) to act on their behalf.

The date, time and place of any meeting will be directly notified to those who have asked to be heard.

RICHARD PERRY  
Chief Executive Officer

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

#### **BAW BAW PLANNING SCHEME**

#### Notice of Preparation of Amendment

#### Amendment C77

#### Authorisation A01887

The Baw Baw Shire Council has prepared Amendment C77 to the Baw Baw Planning Scheme.

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

The land affected by the Amendment is all land included in the Farming Zone.

The Amendment proposes to introduce changes to the schedule to clause 35.07 – Farming Zone to exempt alterations and extensions to dwellings and the construction of outbuildings associated with a dwelling as follows:

- Maximum floor area for which no permit is required to alter or extend an existing dwelling – 100 m<sup>2</sup>.
- Maximum floor area for which no permit is required to construct an outbuilding associated with a dwelling – 100 m<sup>2</sup>.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: Baw Baw Shire Council, 61 Smith Street, Warragul, during office hours; and the Department of Planning and Community Development website at [www.dpdc.vic.gov.au/planning/publicinspection](http://www.dpdc.vic.gov.au/planning/publicinspection)

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

The closing date for submissions is Friday 18 March 2011. A submission must be sent to the Baw Baw Shire Council, PO Box 304, Warragul, Victoria 3820.

HELEN ANSTIS  
Chief Executive Officer  
Baw Baw Shire Council

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

#### **CAMPASPE PLANNING SCHEME**

#### Notice of Preparation of Amendment

#### Amendment C69

#### Authorisation A01220

The Campaspe Shire Council has prepared Amendment C69 to the Campaspe Planning Scheme.

In accordance with section 9(2) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Campaspe Shire Council as planning authority to prepare the Amendment.

The Amendment applies to all land within the Farming Zone and the Rural Conservation Zone within the Shire of Campaspe.

The Amendment also applies to all private and public land outside the urban areas of the Shire that are subject to inundation from the Murray River.

The Amendment implements the Regional Rural Land Use Strategy (RRLUS) adopted by Council in 2008 and an addendum report (Shire of Campaspe and Shire of Moira RRLUS Implementation Project – RMCG – August 2010 – the ‘Implementation Report’).

The Amendment introduces three new categories of the Farming Zone and includes modified subdivisions and dwelling entitlements within each category.

The Amendment introduces, for the first time, the Rural Activity Zone for an area along the Murray River corridor that has been identified as having potential for rural tourism-related activities.

The Amendment significantly reduces the area of land presently zoned Rural Conservation and confines it to areas around the town of Rushworth.

The Amendment also introduces the Environmental Significance Overlay to the 'Murray River Corridor' which seeks to protect and enhance the biodiversity, ecological, and cultural values of the waterway while recognising its importance for nature conservation, flooding, economic development, recreation and tourism.

The Amendment makes changes to the Municipal Strategic Statement (Clause 21), local policies (Clause 22) and the schedule to the Farming Zone (Clause 35.07). The Amendment introduces the Rural Activity Zone and schedule (Clause 35.08) and the Environmental Significance Overlay and schedule at Clause 42.01.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment at the following locations: at the office of the planning authority, Shire of Campaspe offices, corner Heygarth and Hare Streets, Echuca; at the Kyabram Customer Service Centre, 19 Lake Road, Kyabram; at the Rochester Customer Service Centre, 43–45 Mackay Street, Rochester; at the Rushworth Customer Service Centre, 33 High Street, Rushworth; at the Tongala Customer Service Centre, 37 Mangan Street, Tongala; at the Stanhope Business Centre, 25 Birdwood Avenue, Stanhope; at the Toolleen General Store, Northern Highway, Toolleen; at the Echuca Library, High Street, Echuca; at the Gunbower Hotel, 18–20 Main Street, Gunbower; at the Colbinabbin Hotel, 18 Mitchell Street, Colbinabbin; and at the Department of Planning and Community Development website, [www.dpcd.vic.gov.au/planning](http://www.dpcd.vic.gov.au/planning)

This can be done during office hours and is free of charge. Any person who may be affected by the Amendment may make a submission to the planning authority.

The closing date for submissions is 18 April 2011. A submission must be sent to Andrew Cowin, Strategic Planning Manager at the Shire of Campaspe, PO Box 35, Echuca 3564.

KEITH BAILLIE  
Chief Executive Officer

**Planning and Environment Act 1987**

CARDINIA PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C151

Authorisation A01824

The Cardinia Shire Council has prepared Amendment C151 to the Cardinia Planning Scheme.

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

The land affected by the Amendment is 335 McGregor Road, Pakenham.

The Amendment introduces the Special Use Zone – Schedule 5 and Development Plan Overlay – Schedule 16 into the Cardinia Planning Scheme, rezones 335 McGregor Road, Pakenham, from the Green Wedge Zone to Special Use Zone – Schedule 5 and applies the Development Plan Overlay – Schedule 16.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Cardinia Shire Council, Henty Way, Pakenham; and at the Department of Planning and Community Development website, [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

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

The closing date for submissions is 18 March 2011. A submission must be sent to the Cardinia Shire Council, PO Box 7, Pakenham 3810, or [mail@cardinia.vic.gov.au](mailto:mail@cardinia.vic.gov.au)

PHIL WALTON

General Manager Planning and Development



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

Notice of Preparation of Amendment

Amendment C187

Authorisation A01805

The Greater Geelong City Council has prepared Amendment C187 to the Greater Geelong Planning Scheme.

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

The land affected by the Amendment is located in Corio and Lara in the Industrial 1 and Industrial 2 Zones, together with some small parcels of land in the Public Use Zone, generally bounded by Bacchus Marsh Road to the west, the Geelong Ring Road to the south, the Melbourne Rail line to the east, and land in the Rural Living Zone and Farming zone to the north.

The Amendment proposes to:

- amend Clause 21.07-9 to replace the Heales Road Industrial Estate Framework Plan with the Geelong Ring Road Employment Precinct Framework Plan (GREP);
- amend Schedule 18 to the Design and Development Overlay to reflect the changes contained in the GREP;
- include the Geelong Ring Road Employment Precinct Urban Design Guidelines in the Decision Guidelines of Schedule 18 to the Design and Development Overlay;
- amend the table in the Schedule Public Acquisition Overlay (PAO) by the inclusion of two additional categories of purpose for which land may be publicly acquired;
- apply the PAO4, PAO12 and PAO13 to land in the New Station Estate, for the purpose of providing drainage and road infrastructure;
- introduce the Restructure Overlay (RO) and apply a Schedule to the Restructure Overlay, to provide for the future restructuring of lots in the New Station Estate;
- introduce the 'Geelong Ring Road Employment Precinct Urban Design Guidelines, July 2010' as an Incorporated Document; and
- rezone part of the land from Industrial 1 Zone and Industrial 2 Zone to Public Use Zone 1 and part of the land from Public Use Zone 1 to Industrial 1 Zone.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: Greater Geelong City Council, Myers Street Customer Service Centre, Ground Floor, 131 Myers Street, Geelong – 8.00 am to 5.00 pm weekdays; City of Greater Geelong, Customer Service Centre, Corio Village Shopping Centre, Bacchus Marsh Road, Corio; 'Have a Say' section of the

City's website, [www.geelongaustralia.com.au/council/yoursay](http://www.geelongaustralia.com.au/council/yoursay); and Department of Planning and Community Development website, [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

For further information about Amendment C187, please contact the City's Strategic Implementation unit on 5272 4820 or via email, [strategicplanning@geelongcity.vic.gov.au](mailto:strategicplanning@geelongcity.vic.gov.au)

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

The closing date for submissions is Monday 21 March 2011. Submissions must be in writing and sent to The Coordinator, Strategic Implementation Unit, City of Greater Geelong, either by mail to PO Box 104, Geelong, Victoria 3220; or by email to [strategicplanning@geelongcity.vic.gov.au](mailto:strategicplanning@geelongcity.vic.gov.au).

PETER SMITH

Coordinator Strategic Implementation

Any person who may be affected by the Amendment may make a submission to the planning authority. Please be aware that all submissions will be made available to the applicant and copies of objections/submissions received may be made available to any person for the purpose of consideration as part of the planning process. Submissions can be viewed at the office of the planning authority, City of Greater Geelong, Ground Floor, 131 Myers Street, Geelong until the end of two months after the Amendment comes into operation or lapses. Anonymous submissions will not be considered.

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

#### **GREATER SHEPPARTON PLANNING SCHEME**

#### Notice of Preparation of Amendment

#### Amendment C121

#### Authorisation A01852

The Greater Shepparton City Council has prepared Amendment C121 to the Greater Shepparton Planning Scheme.

In accordance with section 9(2) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Greater Shepparton City Council as planning authority to prepare the Amendment.

The Amendment applies to all land within the Farming Zone within the City of Greater Shepparton.

The Amendment implements the Regional Rural Land Use Strategy (RRLUS) adopted by Council in 2010 and an associated Issues Paper.

The Amendment introduces three new categories of the Farming Zone and includes modified subdivisions and dwelling entitlements within each category. The Amendment introduces, for the first time, the Rural Conservation Zone.

The Amendment makes changes to the Municipal Strategic Statement (Clause 21) and the schedule to the Farming Zone (Clause 35.07). The Amendment also introduces the Rural Conservation Zone and schedule (Clause 35.06).

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment at the following locations: at the office of the planning authority, Greater Shepparton City Council Offices, 90 Welsford Street, Shepparton; at the Planning Authority's website, [www.greatershepparton.com.au](http://www.greatershepparton.com.au); and at the Department of Planning and Community Development website, [www.dpcd.vic.gov.au/planning](http://www.dpcd.vic.gov.au/planning)

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

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

The closing date for submissions is 18 April 2011. A submission must be sent to the Greater Shepparton City Council, Locked Bag 1000, Shepparton 3632.

COLIN KALMS

Manager Planning and Development

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**Planning and Environment Act 1987**

MARIBYRNONG PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C43

Authorisation A01660

The Maribyrnong City Council has prepared Amendment C43 to the Maribyrnong Planning Scheme.

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

The Amendment applies to the land known as 2A Beachley Street, Braybrook. The land is bound by existing residential subdivision to the north and east, Sydenham Railway Corridor to the south and Matthews Hill Reserve to the west.

The Amendment proposes to:

- rezone the land from Industrial 3 Zone (IN3Z) to Residential 1 Zone (R1Z);
- remove the Heritage Overlay (HO189) from the land;
- apply a Development Plan Overlay (DPO13) to the land; and
- amend the Industrial 3 Zone Land Use and Development Policy at clause 22.07.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, the Maribyrnong City Council Offices: corner Hyde and Napier Streets, Footscray 3011; at the Maribyrnong City Council website, [www.maribyrnong.vic.gov.au](http://www.maribyrnong.vic.gov.au); at the West Footscray Learning Centre, 539 Barkly Street, West Footscray 3012; at the Braybrook Community Centre, 107–139 Churchill Avenue (PO Box 108), Braybrook 3019; and at the Department of Planning and Community Development website, [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

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

The closing date for submissions is Friday 18 March 2011.

A submission must be sent to the Manager, Strategy and Economic Development, Maribyrnong City Council, PO Box 58, Footscray 3011.

DAVID WALMSLEY

Manager, Strategy and  
Economic Development

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**Planning and Environment Act 1987**

MOIRA PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C51

Authorisation A1259

The Shire of Moira has prepared Amendment C51 to the Moira Planning Scheme.

In accordance with section 9(2) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Shire of Moira as planning authority to prepare the Amendment.

The Amendment applies to all land within the Farming Zone within the Shire of Moira. The Amendment also applies to all private and public land outside the urban areas of the Shire that are subject to inundation from the Murray River.

The Amendment implements the Regional Rural Land Use Strategy (RRLUS) adopted by Council in 2008 and an addendum report (Shire of Campaspe and Shire of Moira RRLUS Implementation Project – RMCG – August 2010 – the ‘Implementation Report’).

The Amendment introduces two new categories of the Farming Zone and includes modified subdivisions and dwelling entitlements within each category.

The Amendment introduces, for the first time, the Rural Activity Zone for an area along the Murray River corridor that has been identified as having potential for rural tourism-related activities.

The Amendment also introduces the Environmental Significance Overlay to the ‘Murray River Corridor’ which seeks to protect and enhance the biodiversity, ecological, and cultural values of the waterway while recognising its importance for nature conservation, flooding, economic development, recreation and tourism.

The Amendment makes changes to the Municipal Strategic Statement (Clause 21), local policies (Clause 22) and the schedule to the Farming Zone (Clause 35.07). The Amendment introduces the Rural Activity Zone and schedule (Clause 35.08) and the Environmental Significance Overlay and schedule (Clause 42.01).

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment at the following locations: at the office of the planning authority, Moira Shire Council, 44 Station Street, Cobram, Victoria 3644; and at the Department of Planning and Community Development website [www.dpcd.vic.gov.au/planning](http://www.dpcd.vic.gov.au/planning)

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

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

The closing date for submissions is 18 April 2011.

A submission must be sent to Richard Whiting, Director Development at the Moira Shire Council, PO Box 578, Cobram, Victoria 3644.

GARY ARNOLD  
Chief Executive Officer

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

#### **NILLUMBIK PLANNING SCHEME**

#### Notice of Preparation of Amendment

#### Amendment C68

#### Authorisation AO1857

Nillumbik Shire Council has prepared Amendment C68 to the Nillumbik Planning Scheme.

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

The proposed Amendment will allow the subject site to be used as a Place of Assembly under Clause 52.03 ‘Specific Sites and Exclusions’. Land identified in the schedule to this clause may be used or developed in accordance with the specific controls contained in an incorporated document.

The Amendment introduces the ‘The Strathewen Hall Master Plan, November 2010’ into the planning scheme as an incorporated document. The purpose of the Master Plan is to facilitate the rebuilding of the Strathewen Hall following the February 2009 bushfires on a new, larger lot that will be created for the purpose of re-establishing this Place of Assembly. More specifically, the Amendment will:

- amend the schedule to Clause 52.03 ‘Specific Sites and Exclusions’ to include the ‘Strathewen Hall Master Plan, November 2010’ at 1100 Cottles Bridge–Strathewen Road, Strathewen, to enable the subject land to be used as a Place of Assembly; and
- amend the schedule to Clause 81.01 documents incorporated in this Scheme to add the ‘Strathewen Hall Master Plan, November 2010’.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the Nillumbik Shire Council Civic Centre, Civic Drive, Greensborough, Victoria; online via [www.nillumbik.vic.gov.au](http://www.nillumbik.vic.gov.au)>Have your say>Public Notices; or [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

Any person who may be affected by the Amendment may make a submission to Council. The closing date for submissions is Friday 18 March 2011.

Submissions must be sent in writing to Pat Vaughan, Manager Environment and Strategic Planning, Nillumbik Shire Council, PO Box 476, Greensborough 3088. Alternatively, submissions may be emailed to [nillumbik@nillumbik.vic.gov.au](mailto:nillumbik@nillumbik.vic.gov.au)

STUART BURDACK  
CEO Nillumbik Shire Council

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

#### NILLUMBIK PLANNING SCHEME

#### Notice of Preparation of Amendment

#### Amendment C64 – Readvertised

(Updated list of affected properties)

Authorisation A01803

Nillumbik Shire Council has prepared Amendment C64 to the Nillumbik Planning Scheme at the request of Melbourne Water.

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

The Amendment proposes to update the mapping extent of the Special Building Overlay (SBO), Land Subject to Inundation Overlay (LSIO) and Urban Floodway Zone (UFZ) according to investigations undertaken by Melbourne Water, the floodway management authority. More specifically, the Amendment proposes to:

- apply the LSIO to an additional 134 properties – these are mostly in the vicinity of Hurstbridge, Wattle Glen, Diamond Creek, and Cottles Bridge (there are also five properties proposed to be affected by an increase in the extent of the LSIO);

- apply the SBO to 63 other properties – these are mostly in the vicinity of Diamond Creek, Eltham and Hurstbridge (there is also one property proposed to be affected by an increase in the extent of the SBO); and
- decrease the extent of the UFZ affecting 63 Railway Parade, Eltham (the balance of the land and adjoining roadway is proposed to be rezoned from the UFZ to the Residential 1 Zone (R1Z)).

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the Nillumbik Shire Council Civic Centre, at Civic Drive, Greensborough, Victoria; online via [www.nillumbik.vic.gov.au](http://www.nillumbik.vic.gov.au) > Have Your Say > Public Notices or [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

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

The closing date for submissions is Friday 18 March 2011. A submission must be sent in writing to Pat Vaughan, Manager Environment and Strategic Planning, Nillumbik Shire Council, PO Box 476, Greensborough 3088. Alternatively, submissions may be emailed to [nillumbik@nillumbik.vic.gov.au](mailto:nillumbik@nillumbik.vic.gov.au)

#### Panel Hearing

A submission which seeks to change the Amendment and is not accepted by Council will be referred to an independent Panel appointed by the Minister under Part 8 of the **Planning and Environment Act 1987**.

If a submission is referred to a Panel, a Directions Hearing and Panel Hearing are to be held on the following dates:

Directions Hearing: within the week of 30 May 2011.

Panel Hearing: within the week of 27 June 2011.

Anyone who has made a submission which has been referred to a Panel has an opportunity to be heard. All submitters will be formally advised in writing of any Directions or Panel Hearing and the date.

STUART BURDACK  
CEO Nillumbik Shire Council

**Planning and Environment Act 1987**

## SWAN HILL PLANNING SCHEME

## Notice of Preparation of Amendment

## Amendment C38

## Authorisation A01721

The Swan Hill Rural City Council has prepared Amendment C38 to the Swan Hill Planning Scheme.

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

The Amendment applies to:

- 62 and 83 McCallum Street, Swan Hill, which are described as Lot 1, TP 946595, Parish of Castle Donnington, and has an area of 978 m<sup>2</sup>, and Lot 3, PS 600819, Parish of Castle Donnington, and has an area of 3900 m<sup>2</sup>;
- part of 44–46 Splatt Street, Swan Hill, which is described as Lot 1, 2 and 3 PS 634558, Parish of Castle Donnington, and has an area of 1288 m<sup>2</sup>; and
- 27 and 29 High Street, Swan Hill, which is described as Lot 1 and 2, PS 600819, Parish of Castle Donnington, and has an area of 1197 m<sup>2</sup>.

The Amendment proposes to:

- rezone 27 and 29 High Street, 83 McCallum Street and part 44–46 Splatt Street, Swan Hill, from the Residential 1 Zone to the Public Use Zone 3 – Health and Community, to facilitate site re-development for Swan Hill District Health;
- rezone 62 McCallum Street, Swan Hill, from the Public Use Zone 3 – Health and Community to Business 1 Zone to enable it to be used for commercial purposes; and
- delete the HO165 of the Heritage Overlay from that part of 44–46 Splatt Street, Swan Hill, that is to be rezoned to facilitate development of Swan Hill District Health.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Swan Hill Rural City Council, 45 Splatt Street,

Swan Hill, 3585; at the Swan Hill Rural City Council website, [www.swanhill.vic.gov.au](http://www.swanhill.vic.gov.au); and at the Department of Planning and Community Development website, [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

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

The closing date for submissions is Friday 18 March 2011. A submission must be sent to Ken Fulford, Planning Manager, Swan Hill Rural City Council, PO Box 488, Swan Hill 3585.

DENNIS HOVENDEN  
Chief Executive Officer

**Planning and Environment Act 1987**

## WODONGA PLANNING SCHEME

## Notice of Preparation of Amendment

## Amendment C82

## Authorisation A01816

The Wodonga Council has prepared Amendment C82 to the Wodonga Planning Scheme.

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

The land affected by the Amendment is approximately 83 hectares located at North Leneva and is described as follows:

- Lot B on Plan of Subdivision 616586G, Beechworth Road, Kinchington Road and Baranduda Boulevard, Leneva;
- and part Lot A in Plan of Subdivision 616586, Kinchington Road, Leneva.

The Amendment proposes to apply a planning framework that supports the creation of a new suburb in Wodonga, including the provision of land for town centre facilities (including retail and commercial floorspace), open space, primary school and a range of residential development opportunities.



The Amendment involves both map and ordinance changes to the planning scheme as follows:

- A Business 1 Zone of approximately 18.7 hectares is proposed over the future North Leneva Town Centre.
- A Mixed Use Zone of approximately 8.7 hectares is proposed over the land immediately east of the proposed Business 1 Zone to provide the opportunity for a blend of commercial and residential uses.
- A Residential 2 Zone of approximately 16.8 hectares is proposed over land generally located within the walkable catchment of the proposed town centre, in order to encourage a higher composition of medium density housing and diversity of housing types.
- A Residential 1 Zone of 36 hectares is proposed over the majority of the land located north-east of the proposed town centre and 3.1 hectares over a smaller parcel to the north west of the town centre.
- A Rural Conservation Zone is proposed for a small parcel of land north-west of the town centre, currently in the Farming Zone.
- A Design and Development Overlay (Schedule 10) is proposed over the proposed Business 1 Zone and Mixed Use Zone.
- A Development Plan Overlay (Schedule 12) is proposed over the proposed Residential Zones, Business 1 Zone and Mixed Use Zone. Schedule 12 has been updated to include reference to the Leneva Valley Design Guidelines and design requirements for vehicle access to Kinchington Road.
- A Public Acquisition Overlay is proposed over the future primary school site and a proposed recreation reserve to be located on land adjoining the proposed school site.
- Changes to the LPPF enable the inclusion of the Leneva Valley Design Guidelines (2009) as a reference document and to clarify the role and staging of the proposed town centre.
- In clause 21.10-9 the North Leneva Structure Plan is replaced at figure 7 with a new North Leneva Structure Plan and clarifying reference to the structure plan.

- A schedule will be added to the Public Acquisition Overlay to list both the Education Department and Council as the responsible acquiring authority for the primary school site and recreation reserve (respectively).
- The schedule to clause 32.04 is amended to limit the floor space available for the use of land for the purpose of a shop.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Wodonga City Council, 104 Hovell Street, Wodonga; and at the Department of Planning and Community Development website, [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

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

The closing date for submissions is 18 March 2011. A submission must be sent to the Chief Executive Officer, Wodonga City Council, PO Box 923, Wodonga, Victoria 3689.

MR GAVIN CATOR  
Chief Executive Officer



**Planning and Environment Act 1987**

**YARRA PLANNING SCHEME**

Notice of Preparation of Amendment  
(Readvertised)

Amendment C104

Authorisation A01575

Yarra City Council has prepared Amendment C104 to the Yarra Planning Scheme.

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

The land affected by the Amendment is the former Channel Nine site in Bendigo Street and Stawell Street, Richmond.

The Amendment proposes to change the Municipal Strategic Statement to remove references to the Channel Nine site being a core industrial area and to identify the site as a strategic redevelopment site, rezone the site from Industrial 1 Zone (IN1Z) to Mixed Use Zone (MUZ), apply a new Development Plan Overlay, and apply an Environmental Audit Overlay to the entire site.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the offices of the planning authority, Yarra City Council at Richmond Town Hall – 333 Bridge Road, Richmond 3121; at the Richmond Library, 415 Church Street, Richmond; at the Richmond Community Learning Centre, 92–94 Lord Street, Richmond; at Yarra City Council website, [www.yarracity.vic.gov.au/planning](http://www.yarracity.vic.gov.au/planning); and at the Department of Planning and Community Development website, [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

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

The closing date for submissions is Monday 28 March 2011. A submission must be sent to the Yarra City Council, PO Box 168 Richmond 3121, or by email to [strategicplanning@yarracity.vic.gov.au](mailto:strategicplanning@yarracity.vic.gov.au)

For more information, please contact Sherry Hopkins, Coordinator – Strategic Planning, on 9205 5374, or at [Sherry.Hopkins@yarracity.vic.gov.au](mailto:Sherry.Hopkins@yarracity.vic.gov.au)

VIVIEN WILLIAMSON  
Manager Strategic and Economic Planning  
Yarra City Council

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 25 April 2011, 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.

BOWER, John Maurice, late of Corandirk Frail Aged Hostel, 74A Maribymong Road, Moonee Ponds, Victoria 3039, deceased, who died on 19 January 2011.

DAY, Sylvia Rose, late of Mercy Place, 1 William Street, Parkville, Victoria 3052, retired, deceased, who died on 12 November 2010.

GREEN, Edith Mary, late of 5 Killarney Road, Templestowe Lower, Victoria 3107, home duties, deceased, who died on 17 July 2010.

HEATON, Francis George, late of 5 Kilarney Avenue, Camberwell, Victoria 3124, retired, deceased, who died on 13 December 2010.

HOOOPER, Keith Lance, late of 10 Pach Road, Wantirna, Victoria 3152, deceased, who died on 11 August 2010.

HORSBURGH, Maxwell Charlie, late of PO Box 406, Bennella District Memorial Hospital, Benalla, Victoria 3672, deceased, who died on 16 July 2010.

HULETT, Charles Franklin, late of North Western District Private Nursing Home, 14 South Circular Road, Gladstone Park, Victoria 3043, deceased, who died on 25 November 2010.

SCOTTO, Michael, also known as Michele Scotto Di Minico and Micheal Scotto, late of 61 Montpellier Drive, Avondale Heights, Victoria 3034, deceased, who died on 2 October 2010.

URBANEK, Wladyslaw, late of Ratno Gorne 30, 57–470 Radkow Poland, retired, deceased, who died on 6 June 2009.

Dated 14 February 2011

ROD SKILBECK  
Manager  
Client Services

#### Adoption Act 1984

Under the functions and powers assigned to me by the Secretary to the Department of Human Services under section 10(2) of the **Community Services Act 1970** in relation to section 5 of the **Adoption Act 1984**:

I, Keith Smith, approve the following person under section 5(1) and section 5(2) of the **Adoption Act 1984** as approved counsellor for the purposes of section 87 of the **Adoption Act 1984**.

Emily Hunter

KEITH SMITH  
Manager, Children Youth and Families  
Southern Metropolitan Region

**Adoption Act 1984**

Under the functions and powers assigned to me by the Secretary to the Department of Human Services under section 10(2) of the **Community Services Act 1970** in relation to section 5 of the **Adoption Act 1984**:

I, Keith Smith, approve the following person under section 5(1) and section 5(2) of the **Adoption Act 1984** as approved counsellor for the purposes of section 87 of the **Adoption Act 1984**.

Christine Braniska

KEITH SMITH  
Manager, Children Youth and Families  
Southern Metropolitan Region

**Agricultural and Veterinary Chemicals (Control of Use) Act 1992**APPOINTMENT OF  
AUTHORISED OFFICER

I, Anthony Gerard Britt, Manager Animal Standards in the Department of Primary Industries, pursuant to the powers, duties and functions given to me by a delegation under section 74 of the **Agricultural and Veterinary Chemicals (Control of Use) Act 1992** and of my respective powers to appoint authorised officers under section 53 of the **Agricultural and Veterinary Chemicals (Control of Use) Act 1992**, hereby appoint the following person employed in the Public Service, as an authorised officer for the purposes of all of the provisions of the **Agricultural and Veterinary Chemicals (Control of Use) Act 1992** and any Regulation or Order made under this Act. This appointment remains in force until revoked or until 30 June 2012.

Name of person

Johanna Lee Cunningham

Dated 18 January 2011

ANTHONY GERARD BRITT  
Manager Animal Standards

**Livestock Disease Control Act 1994**

## APPOINTMENT OF INSPECTOR

I, Anthony Gerard Britt, Manager Animal Standards in the Department of Primary Industries, pursuant to the powers, duties and functions given to me by a delegation under

section 103 of the **Livestock Disease Control Act 1994** and of my respective powers to appoint inspectors under section 108 of the **Livestock Disease Control Act 1994**, hereby appoint the following person, who holds a position under the provisions of the **Public Administration Act 2004**, as an inspector for the purposes of all of the provisions of the **Livestock Disease Control Act 1994** and in respect of all livestock. This appointment remains in force until revoked or until 30 June 2012.

Name of person

Johanna Lee Cunningham

Dated 18 January 2011

ANTHONY GERARD BRITT  
Manager Animal Standards

**Prevention of Cruelty to Animals Act 1986**

## APPROVAL OF GENERAL INSPECTOR

I, Hugh Warwick Chorley Millar, Executive Director Biosecurity Victoria in the Department of Primary Industries, pursuant to the powers, duties and functions given to me by a delegation under section 38 of the **Prevention of Cruelty to Animals Act 1986** and of my respective powers to approve inspectors under section 18 of the **Prevention of Cruelty to Animals Act 1986**, hereby approve the following person, who is an inspector of livestock under the provisions of the **Livestock Disease Control Act 1994**, as a general inspector for the purposes of Part 2A and Part 3A of the **Prevention of Cruelty to Animals Act 1986**. This approval remains in force until revoked or until 30 June 2012.

Name of person

Johanna Lee Cunningham

Dated 21 January 2011

HUGH WARWICK CHORLEY MILLAR  
Executive Director Biosecurity Victoria

**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**.

The Friends of MTO Inc.; Yarra Community Media Association Inc.; GBC Motors Social

Club Inc.; Arabic Australian Family Association Inc.; Afghan Khodaye Khedmat Garran Inc.; Friends of Coopracambra Inc.; Islamic Cultural Women's Association Australia Inc.; Blackrockaction Inc.; Openhand Ministries Inc.; Gaddisa Oromo Association Inc.; Clifton Hill Jets J.F.C. Inc.; Tarralla Writers' Group Inc.; The Business Growth Connection Inc.; Wahroonga Pre-School Inc.; Integrity Cab Drivers Association Inc.; Next Generation Auschile Inc.; Hurstbridge Callisthenics Club Inc.; Ryan Central Netball Club Inc.; Kennington (BGO 2) Neighbourhood Watch Inc.; Olive Branch Fellowship Inc.; North Magpies Junior Football Club Inc.; Benalla and District Football League Inc.; Deer Park Netball Association Inc.; Association of Vojvodina Red Boots Inc.; Kinglake Cricket Club Inc.; The Murrabit Riding Club Inc.; Monash Grapevine Club Inc.; Iluka Conservation Inc.; Indian Sub Continental Cultural Association of North-Eastern Region Inc.; Double-Standard RNA Virus Society of Victoria Inc.; Glenroy Homing Club Inc.; Southern Peninsula Rural Protection Group Inc.; Sherbrooke Dance Club Inc.; Tinamba Badminton Club Inc.; Geelong Cougars Ice Hockey Club Inc.; Lonsdale Children's Centre Inc.; Christian Basketball Association Inc.

Dated 17 February 2011

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

### **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 of fees and charges fixed by the following cemetery trust. The approved scale 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 Strathdownie East Cemetery Trust

BRYAN CRAMPTON  
Manager  
Cemeteries and Crematoria  
Regulation Unit

### **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 of fees and charges fixed by the following cemetery trust. The approved scale 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 Traralgon Cemetery Trust

BRYAN CRAMPTON  
Manager  
Cemeteries and Crematoria Regulation Unit

### **Children's Services Act 1996**

#### NOTICE OF EXEMPTION

Under section 29A(2) of the **Children's Services Act 1996**, the Acting Secretary, Department of Education and Early Childhood Development, hereby declares that Bridge Education, licence ID 13183, is exempt from the qualified staff member requirements set out in regulations 56 (1)(b)(ii) and 56(3) of the Children's Service Regulations 2009.

This exemption remains in force until 31 December 2011 unless revoked earlier.

Dated 2 February 2011

JEFF ROSEWARNE  
Acting Secretary  
Department of Education and  
Early Childhood Development

### **Children's Services Act 1996**

#### NOTICE OF EXEMPTION

Under section 29A(2) of the **Children's Services Act 1996**, the Acting Secretary, Department of Education and Early Childhood Development, hereby declares that the Millewa Preschool, licence ID 2429 is exempt from the qualified staff member requirements as set out in regulations 53(1)(b)(ii) and 53(2) of the Children's Services Regulations 2009.

This exemption remains in force until 31 December 2011 unless revoked earlier.

Dated 7 February 2011

JEFF ROSEWARNE  
Acting Secretary  
Department of Education and  
Early Childhood Development

### Children's Services Act 1996

#### NOTICE OF EXEMPTION

Under section 29A(2) of the **Children's Services Act 1996**, the Acting Secretary, Department of Education and Early Childhood Development, hereby declares that Goroke Preschool, licence ID 2081, is exempt from the qualified staff member requirements as set out in regulations 53(1)(b)(ii) and 53(2) of the Children's Services Regulations 2009.

This exemption remains in force until 8 April 2011 unless revoked earlier.

Dated 8 February 2011

JEFF ROSEWARNE  
Acting Secretary  
Department of Education and  
Early Childhood Development

### Children's Services Act 1996

#### NOTICE OF EXEMPTION

Under section 29A(2) of the **Children's Services Act 1996**, the Acting Secretary, Department of Education and Early Childhood Development, hereby declares that Kaniva Kindergarten, licence ID 11167, is exempt from the qualified staff member requirements as set out in regulations 53(1)(b)(ii) and 53(2) of the Children's Services Regulations 2009.

This exemption remains in force until 8 April 2011 unless revoked earlier.

Dated 8 February 2011

JEFF ROSEWARNE  
Acting Secretary  
Department of Education and  
Early Childhood Development

### Children's Services Act 1996

#### NOTICE OF EXEMPTION

Pursuant to section 29A(2) of the **Children's Services Act 1996**, I declare that regulations 53(1)(a)(ii), 53(1)(b)(ii) and 53(2) of the

Children's Services Regulations 2009 do not apply to Roscoe Avenue Children's Centre, licence ID 10726, during a qualified staff member's prescribed lunch break.

This exemption remains in force until 31 December 2011 unless revoked earlier.

Dated 6 February 2011

JEFF ROSEWARNE  
Acting Secretary  
Department of Education and  
Early Childhood Development

### Co-operatives Act 1996

#### MT ELIZA P S (NO. 2) CO-OPERATIVE LTD

On application under section 314 of the **Co-operatives Act 1996** (the Act) and Parts 5.4 to 5.7 of the **Corporations Act 2001** by the co-operative named above, notice is hereby given that a special resolution in favour of voluntary wind up was passed and that the co-operative listed above will be removed from the register of co-operatives and the registration will be dissolved.

Dated at Melbourne 17 February 2011

DAVID BETTS  
Deputy Registrar of Co-operatives

### Country Fire Authority Act 1958

#### VARIATION OF FIRE DANGER PERIOD

In pursuance of the powers conferred by section 4 of the **Country Fire Authority Act 1958**, I, Mick Bourke, Chief Executive Officer of the Country Fire Authority, after consultation with the Secretary to the Department of Sustainability and Environment, hereby vary the declaration of the Fire Danger Periods previously published in the Government Gazette by declaring that such Fire Danger Periods shall end in respect of the undermentioned Municipal Districts of Municipalities or parts of Municipalities specified.

To terminate from 0100 hours on 21 February 2011:

Towong Shire Council

Alpine Shire Council

Falls Creek Alpine Resort Management Board

Mt Hotham Alpine Resort Management Board

MICK BOURKE  
Chief Executive Officer

**Education and Training Reform Act 2006**

## NOTICE OF ORDER

Aitken Creek Primary School Council

Notice is given that on 20 December 2010 an Order (Ministerial Order No. 286) was made under subsection (1) of section 2.3.2 of the **Education and Training Reform Act 2006** constituting a school council for Aitken Creek Primary School.

THE HON MARTIN DIXON MP  
Minister for Education

**Education and Training Reform Act 2006**

## NOTICE OF ORDER

Clayton Primary School Council

Notice is given that an Order dissolving Clayton Primary School Council was made under section 2.3.2(6) of the **Education and Training Reform Act 2006** on 4 February 2011.

The general purpose of the Order (No. 424) is to dissolve Clayton Primary School Council three months after the date of the Order.

THE HON MARTIN DIXON, MP  
Minister for Education

**Education and Training Reform Act 2006**

## NOTICE OF ORDER

Cressy Primary School Council

Notice is given that an Order dissolving Cressy Primary School Council was made under section 2.3.2(6) of the **Education and Training Reform Act 2006** on 4 February 2011.

The general purpose of the Order (Ministerial Order No. 403) is to dissolve Cressy Primary School Council three months after the date of the Order.

THE HON MARTIN DIXON, MP  
Minister for Education

**Education and Training Reform Act 2006**

## NOTICE OF ORDER

Glenorchy Primary School Council

Notice is given that an Order dissolving Glenorchy Primary School Council was made under section 2.3.2(6) of the **Education and Training Reform Act 2006** on 4 February 2011.

The general purpose of the Order (Ministerial Order No. 179) is to dissolve Glenorchy Primary School Council three months after the date of the Order.

THE HON MARTIN DIXON, MP  
Minister for Education

**Education and Training Reform Act 2006**

## NOTICE OF ORDER

Glenroy Secondary College Council

8805 Box Forest Secondary College Council

Notice is given that on 27 January 2011 an Order (Ministerial Order No. 319) was made under subsections (1) and (6) of section 2.3.2 of the **Education and Training Reform Act 2006**.

The Order constitutes Glenroy Secondary College Council under subsection (1) of section 2.3.2 of the **Education and Training Reform Act 2006**.

The general purpose of the Order under subsection (6) of section 2.3.2 is to provide for the dissolution of Box Forest Secondary College Council.

The Order also provides that Glenroy Secondary College Council is the successor of Box Forest Secondary College Council.

THE HON MARTIN DIXON MP  
Minister for Education

**Education and Training Reform Act 2006**

## NOTICE OF ORDER

Horsham Primary School Council

Horsham North Primary School Council

Notice is given that on 27 January 2011 an Order (Ministerial Order No. 415) was made under subsections (1) and (6) of section 2.3.2 of the **Education and Training Reform Act 2006**.

The Order constitutes Horsham Primary School Council under subsection (1) of section 2.3.2 of the **Education and Training Reform Act 2006**.

The general purpose of the Order under subsection (6) of section 2.3.2 is to provide for the dissolution of Horsham 298 Primary School Council and Horsham North Primary School Council.

The Order also provides that Horsham Primary School Council is the successor of Horsham 298 Primary School Council and Horsham North Primary School Council.

THE HON MARTIN DIXON MP  
Minister for Education

#### **Electoral Act 2002**

#### CHANGE TO REGISTER OF POLITICAL PARTIES

In accordance with section 51(5)(e) of the **Electoral Act 2002**, I hereby give notice of the following change to the Register of Political Parties.

Name of registered political party: Australian Labor Party – Victorian Branch.

Name of new Registered Officer: Mr Noah Carroll.

Dated 11 February 2011

S. H. TULLY  
Victorian Electoral Commission

#### **Forests Act 1958, No. 6254**

#### VARIATION OF THE PROHIBITED PERIOD

In pursuance of the powers conferred by section 3 sub-section (2) of the **Forests Act 1958**, I, Ewan Waller, delegated officer for the Minister for Environment and Climate Change in the State of Victoria, hereby declare the variation of the Prohibited Period for all land within the Fire Protected Area (other than State forest, National park and protected public land) within the municipalities specified in the schedule below:

#### SCHEDULE 1

The Prohibited Period shall terminate at 0100 hours on Monday 21 February 2011 in the following municipalities:

Towong Shire Council

Alpine Shire Council

EWAN WALLER  
Chief Fire Officer  
Department of Sustainability and  
Environment  
Delegated Officer, pursuant to section 11,  
**Conservation, Forests and Land Act 1987**

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

#### DEPARTMENT OF PRIMARY INDUSTRIES

#### Exemption of Land from an Exploration or Mining Licence

I, David Boothroyd, Manager Earth Resources Tenements, pursuant to section 7 of the **Mineral Resources (Sustainable Development) Act 1990** and under delegation from the Minister for Energy and Resources, hereby exempt all that Crown land situated within the boundaries of exploration application 5343 from being subject to an exploration licence and a mining licence.

Dated 11 February 2011

DAVID BOOTHROYD  
Manager Earth Resources Tenements  
Earth Resources Regulation Branch

#### **Severe Substance Dependence Treatment Act 2010**

#### DECLARATION OF TREATMENT CENTRE UNDER SECTION 7(1) OF THE **SEVERE SUBSTANCE DEPENDENCE TREATMENT ACT 2010**

I, Fran Thorn, Secretary to the Department of Health, under section 7(1)(a) of the **Severe Substance Dependence Treatment Act 2010**, declare for the purposes of that Act the following premises to be a treatment centre –

1. St Vincent's Hospital, 41 Victoria Parade, Fitzroy; and
2. Depaul House, 9 Brunswick Street, Fitzroy.

FRAN THORN  
Secretary to the Department of Health

#### **Retirement Villages Act 1986**

#### SECTION 39

#### Cancellation of Retirement Village Notice

I hereby declare that, pursuant to section 9 of the **Retirement Villages Act 1986**, Retirement Village Notice X630992U, registered on 27 July 2001 on Certificate of Title Volume 10972 Folio 596, under the **Transfer of Land Act 1958**, is cancelled.

Dated 11 February 2011.

CLAIRE NOONE  
Director  
Consumer Affairs Victoria

**Water Act 1989**NORTH CENTRAL CATCHMENT  
MANAGEMENT AUTHORITY

Notice is hereby given that the North Central Catchment Management Authority has made a By-law No. NC00/02 – Extension of By-law No. NC00/01 – Waterways Protection that extends the operation of By-law No. NC00/01 – Waterways Protection to 31 December 2011.

Pursuant to section 287ZL(2) of the **Water Act 1989** the Minister for Water has certified the extension of the Authority's By-law No. NC00/01 – Waterways Protection.

A copy of the By-law No. NC00/02 – Extension of By-law No. NC00/01 – Waterways Protection and a copy of the By-law No. NC00/01 – Waterways Protection are available for inspection at the Authority's office at 628 Midland Highway, Huntly, Victoria, during normal business hours and on the Authority's website, [www.nccma.vic.gov.au](http://www.nccma.vic.gov.au), free of charge.

DAMIAN WELLS  
Chief Executive Officer

**Water Act 1989**GLENELG HOPKINS CATCHMENT  
MANAGEMENT AUTHORITY

Notice is hereby given that the Glenelg Hopkins Catchment Management Authority has made a By-law No. 2 – Extension of By-law No. 1 – Waterways Protection that extends the operation of By-law No. 1 – Waterways Protection to 31 December 2011.

Pursuant to section 287ZL(2) of the **Water Act 1989** the Minister for Water has certified the extension of the Authority's By-law No. 1 – Waterways Protection.

A copy of the By-law No. 2 – Extension of By-law No. 1 – Waterways Protection and a copy of the By-law No. 1 – Waterways Protection are available for inspection at the Authority's office at 79 French Street, Hamilton, Victoria, during normal business hours and on the Authority's website, [www.ghcma.vic.gov.au](http://www.ghcma.vic.gov.au), free of charge.

KEVIN WOOD  
Acting Chief Executive Officer

**Water Act 1989**EAST GIPPSLAND CATCHMENT  
MANAGEMENT AUTHORITY

Notice is hereby given that the East Gippsland Catchment Management Authority has made a By-law No. 2 – Extension of By-law No. 1 – Waterways Protection that extends the operation of By-law No. 1 – Waterways Protection to 31 December 2011.

Pursuant to section 287ZL(2) of the **Water Act 1989** the Minister for Water has certified the extension of the Authority's By-law No. 1 – Waterways Protection.

A copy of the By-law No. 2 – Extension of By-law No. 1 – Waterways Protection and a copy of the By-law No. 1 – Waterways Protection are available for inspection at the Authority's office at 574 Main Street, Bairnsdale, Victoria, during normal business hours and on the Authority's website, [www.egcma.com.au](http://www.egcma.com.au), free of charge.

GRAEME DEAR  
Chief Executive Officer

**Water Act 1989**NORTH EAST CATCHMENT  
MANAGEMENT AUTHORITY

Notice is hereby given that the North East Catchment Management Authority has made a By-law No. 2011/01 – Extension of By-law No. 2000/01 – Waterways Protection that extends the operation of By-law No. 2000/01 – Waterways Protection to 31 December 2011.

Pursuant to section 287ZL(2) of the **Water Act 1989** the Minister for Water has certified the extension of the Authority's By-law No. 2000/01 – Waterways Protection.

A copy of the By-law No. 2011/01 – Extension of By-law No. 2000/01 – Waterways Protection and a copy of the By-law No. 2000/01 – Waterways Protection are available for inspection at the Authority's office at 1B Footmark Court, Wodonga, Victoria, during normal business hours and on the Authority's website, [www.necma.vic.gov.au](http://www.necma.vic.gov.au), free of charge.

JOHN RIDDIFORD  
Chief Executive Officer



**Water Act 1989**

**WEST GIPPSLAND CATCHMENT MANAGEMENT AUTHORITY**

Notice is hereby given that the West Gippsland Catchment Management Authority has made a By-law No. 002 – Extension of By-law No. 001 – Waterways Protection that extends the operation of By-law No. 001 – Waterways Protection to 31 December 2011.

Pursuant to section 287ZL(2) of the **Water Act 1989** the Minister for Water has certified the extension of the Authority's By-law No. 001 – Waterways Protection.

A copy of the By-law No. 002 – Extension of By-law No. 001 – Waterways Protection and a copy of the By-law No. 001 – Waterways Protection are available for inspection at the Authority's office at 16 Hotham Street, Traralgon, Victoria, during normal business hours and on the Authority's website, [www.wgcma.vic.gov.au](http://www.wgcma.vic.gov.au), free of charge.

MARTIN FULLER  
Acting Chief Executive Officer

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**Water Act 1989**

**GOULBURN BROKEN CATCHMENT MANAGEMENT AUTHORITY**

Notice is hereby given that the Goulburn Broken Catchment Management Authority has made a By-law No. 2 – Extension of By-law No. 1 – Waterways Protection that extends the operation of By-law No. 1 – Waterways Protection to 31 December 2011.

Pursuant to section 287ZL(2) of the **Water Act 1989** the Minister for Water has certified the extension of the Authority's By-law No. 1 – Waterways Protection.

A copy of the By-law No. 2 – Extension of By-law No. 1 – Waterways Protection and a copy of the By-law No. 1 – Waterways Protection are available for inspection at the Authority's office at 1752 Welsford Street, Shepparton, Victoria, during normal business hours and on the Authority's website, [www.gbcma.vic.gov.au](http://www.gbcma.vic.gov.au), free of charge.

CHRIS NORMAN  
Chief Executive Officer

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**Water Act 1989**

**CORANGAMITE CATCHMENT MANAGEMENT AUTHORITY**

Notice is hereby given that the Corangamite Catchment Management Authority has made a By-law No. 3 – Extension of By-law No. 1 – Waterways Protection that extends the operation of By-law No. 1 – Waterways Protection to 31 December 2011.

Pursuant to section 287ZL(2) of the **Water Act 1989** the Minister for Water has certified the extension of the Authority's By-law No. 1 – Waterways Protection.

A copy of the By-law No. 3 – Extension of By-law No. 1 – Waterways Protection and a copy of the By-law No. 1 – Waterways Protection are available for inspection at the Authority's office at 64 Dennis Street, Colac, Victoria, during normal business hours and on the Authority's website, [www.ccma.vic.gov.au](http://www.ccma.vic.gov.au), free of charge.

GARETH SMITH  
Chief Executive Officer

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**Electricity Industry Act 2000**

POWERDIRECT PTY LTD ABN 28 067 609 803

Premium Solar Feed-in Tariff, Terms and Conditions

**IMPORTANT NOTE**

This publication is pursuant to section 40FF of the **Electricity Industry Act 2000**, which requires Powerdirect Pty Ltd (Powerdirect) as a relevant licensee to publish premium solar feed-in tariff, terms and conditions on which Powerdirect will provide qualifying customers with premium solar feed-in credits or payments for qualifying solar energy generation electricity from a qualifying solar energy generating facility (solar generation export) during the premium solar feed-in tariff period.

These terms and conditions will become effective in accordance with section 40H of the **Electricity Industry Act 2000**.

Your Distributor may need to change the type of Meter at your supply address to connect your qualifying solar electricity generation facility to the Distribution System. In some cases your previous retail tariff will not be available as a result of this change, in which case we will send you confirmation of your new tariffs.

We recommend that you seek the advice of an expert tradesman and your Distributor to ensure that the connection of your Solar Facility to the relevant Distribution System is safe, reliable and complies with all Regulatory Requirements and your connection agreement with your Distributor.

**PREMIUM SOLAR FEED-IN OFFER**

Powerdirect Pty Ltd ABN 28 067 609 803, of Level 22, 101 Miller Street, North Sydney, NSW 2060 (referred to as 'we', 'our' or 'us' in the Premium Solar Feed-in Plan) makes the following offer to Qualifying Customers (referred to as 'you' or 'your' in the Premium Solar Feed-in Plan):

<b>1</b>	<b>PREMIUM SOLAR FEED-IN TARIFF AND CHARGES</b>	
1.1	<b>POWERDIRECT PREMIUM SOLAR FEED-IN TARIFF</b>	<b>\$0.66 per kWh (GST exclusive)</b> The Powerdirect Premium Solar Feed-in Tariff may be varied in accordance with clause 5.5 of the Premium Solar Feed-in Terms.
1.2	<b>DISTRIBUTION AND METERING CHARGES</b>	All Distribution and Metering related charges for the Solar Facility at your Supply Address, if they are not recovered under your Electricity Sale Contract with us, will be charged at the relevant price applicable under your Electricity Sale Contract.
<b>2</b>	<b>CREDIT OR PAYMENT FOR QUALIFYING SOLAR ENERGY GENERATION ELECTRICITY</b>	
2.1	Credit to your bill issued for each Billing Period under your Electricity Sale Contract with us, or payment, in accordance with clause 6 of the Premium Solar Feed-in Terms.	
<b>3</b>	<b>PREMIUM SOLAR FEED-IN PLAN END DATE</b>	
3.1	<b>1 November 2024</b> , unless terminated earlier in accordance with the Premium Solar Feed-in Terms.	

**Please note:**

- To accept this Premium Solar Feed-in Offer, call us on 1300 307 966.
- You may assign to us any available or assignable Renewable Energy Certificates that you have not already assigned to a third party by returning the form we will send to you if you accept this Premium Solar Feed-in Offer.
- You must either provide us with your ABN if you are registered for GST, or return to us the No Tax Withholding Declaration form we will send to you if you accept this Premium Solar Feed-in Offer.

**1 ABOUT YOUR POWERDIRECT PREMIUM SOLAR FEED-IN PLAN****1.1 Powerdirect Premium Solar Feed-in Plan**

- 1.1.1 These Premium Solar Feed-in Terms, and any Premium Solar Feed-in Offer we make which refers to them and incorporates them, form a contract between you and us ('Premium Solar Feed-in Plan'), under which we will credit or pay you for your Solar Generation Export.
- 1.1.2 The terms of the Premium Solar Feed-in Offer will prevail over these Premium Solar Feed-in Terms to the extent of any inconsistency.

**1.2 Nature of Premium Solar Feed-in Plan and acceptance**

- 1.2.1 We will provide Premium Solar Feed-in Credits in accordance with this Premium Solar Feed-in Plan, from the Commencement Date and for the Term of your Premium Solar Feed-in Plan.
- 1.2.2 This Premium Solar Feed-in Plan is only available to a Qualifying Customer, who is a person occupying a Supply Address in Victoria:
  - (a) as their principal place of residence ('Residential Customer'); or
  - (b) otherwise than as their principal place of residence, who has an annual electricity consumption of 100 MWh or less at the relevant Supply Address connection point at which the Solar Facility is located ('Small Business Customer' or 'Community Organisation Customer');and who:
  - (c) purchases electricity from us under an Electricity Sale Contract with us for that Supply Address; and
  - (d) engages in the generation of electricity by means of a Solar Facility at that Supply Address.
- 1.2.3 By accepting this Premium Solar 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 Premium Solar Feed-in Credits in accordance with this Premium Solar Feed-in Plan.
- 1.2.4 This Premium Solar Feed-in Plan is only available for the Solar Facility listed in the Premium Solar Feed-in Offer and is not transferable.
- 1.2.5 By accepting this Premium Solar Feed-in Plan, you agree to be bound by the terms of the Premium Solar Feed-in Offer and these Premium Solar Feed-in Terms.
- 1.2.6 If you already have a contract with us for credit or payment for Solar Generation Export, this Premium Solar Feed-in Plan replaces it in respect of that Solar Generation Export from the Commencement Date onwards.

**1.3 Definitions and interpretation**

The glossary set out in clause 12 of these Premium Solar Feed-in Terms provides the meanings of certain capitalised words used in this Premium Solar Feed-in Plan and the rules of interpretation applying to this Premium Solar Feed-in Plan.

## **2 COMMENCEMENT AND TERM**

### **2.1 Connection to Distribution System**

2.1.1 If you ask us to, we will request that your Distributor connect your Solar 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 Premium Solar Feed-in Plan (see clause 2.1.2 below) and, provide us with:

- (a) Acceptable Identification, if requested by us;
- (b) your contact details;
- (c) details about the installation of any necessary Meter at your Supply Address;
- (d) if the Solar 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 entered into a connection agreement with your Distributor for the connection of your Solar 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, including the details of any agreed distribution network tariff reassignment to be performed by your Distributor (where known by you).

2.1.2 Any Distribution charges in relation to the connection of your Solar 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.

### **2.2 Commencement Date**

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

2.2.2 The Commencement Date under this Premium Solar Feed-in Plan will be the date on or after the 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) the Solar Facility at your Supply Address, 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 premium solar feed-in network tariff;
- (c) the relevant cables and appliances for your Solar 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 Solar Facility; and
  - (ii) if 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 Premium Solar Feed-in Plan.

### **2.3 Term of Premium Solar Feed-in Plan**

Your Premium Solar Feed-in Plan ends on the earlier of:

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

### **3 TERMINATION**

#### **3.1 When can you terminate this Premium Solar Feed-in Plan?**

- 3.1.1 You may terminate this Premium Solar Feed-in Plan at any time by letting us know by phone or in writing.
- 3.1.2 This Premium Solar Feed-in Plan will end on the latter of:
  - (a) the date specified in your notice to us in accordance with clause 3.1.1;
  - (b) the date on which we receive your notice to us in accordance with clause 3.1.1; or
  - (c) if we terminate this Premium Solar Feed-in Plan in accordance with clause 3.2, any date specified in the relevant subclause.

#### **3.2 When can we terminate this Premium Solar Feed-in Plan?**

We may terminate this Premium Solar Feed-in Plan if:

- (a) you enter into another contract with us for the sale by you of Solar Generation Export at your Supply Address (in which case this Premium Solar Feed-in Plan will end 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 Solar Generation Export (in which case this Premium Solar 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 Premium Solar Feed-in Plan ends on the latter of either the date you vacate your Supply Address, or the date that you give us written notice 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 Premium Solar 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 Premium Solar 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 Premium Solar Feed-in Plan will end at the expiry of that 10 Business Day period);
- (f) the installed or name-plate generating capacity of your Solar Facility exceeds 5 kilowatts;
- (g) if you are a Small Business Customer or Community Organisation Customer, and your annual electricity consumption exceeds 100 MWh at the relevant Supply Address connection point at which the Solar Facility is located; or
- (h) we are no longer required under Regulatory Requirements to provide you with Premium Solar Feed-in Credits for Solar Generation Export.

#### **3.3 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 Premium Solar Feed-in Plan.

### **4 DISCONNECTION**

#### **4.1 Disconnection**

- 4.1.1 We may disconnect your Supply of Solar 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) this Premium Solar Feed-in Plan ends for any of the reasons in clause 2.3 or clause 3.

4.1.2 If we disconnect your Supply of Solar Generation Export in accordance with clause 4.1.1, 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).

#### **4.2 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 Solar 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).

### **5 PREMIUM SOLAR FEED-IN TARIFF AND VARIATIONS**

#### **5.1 Credits calculated from Tariff set out in Premium Solar Feed-in Offer**

5.1.1 The initial Powerdirect Premium Solar Feed-in Tariff is set out in the Premium Solar Feed-in Offer.

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

Premium Solar Feed-in Credit = E x T

Where:

Premium Solar 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 Solar Generation Export during that Billing Period,

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

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

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

Any Distribution and Metering charges in relation to your Solar Facility or Solar 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 Solar Facility and costs for the provision, maintenance or reading (including any special Meter reading) of electricity Meters at the Supply Address where your Solar Facility is located.

#### **5.3 Administration costs**

5.3.1 We can charge you reasonable administration costs incurred by us in offering or servicing this Premium Solar Feed-in Plan, which are the cost of:

- (a) labour or additional systems capability associated with administering the Premium Solar 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 6.

5.3.2 We must inform you of the amount of the administration costs (if any) prior to your acceptance of the Premium Solar Feed-in Offer.

#### **5.4 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 Premium Solar 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 Premium Solar Feed-in Plan, you must pay any additional amounts we notify to you as being necessary to compensate us for that increase.

#### **5.5 Variations**

5.5.1 We may vary the amount of the Powerdirect Premium Solar Feed-in Tariff, however the Powerdirect Premium Solar Feed-in Tariff as varied by us will not be less than the minimum Premium Solar Feed-in Tariff required to be offered by us under the Regulatory Requirements.

5.5.2 We will give you prior notice of a variation under clause 5.5.1 by publishing a new Powerdirect Premium Solar Feed-in Tariff in the Victoria Government Gazette and on our website at [powerdirect.com.au](http://powerdirect.com.au) before the date the variation is to take effect.

5.5.3 We will also give you written notice of a variation under clause 5.5.1 no later than in the first bill after the variation takes effect.

5.5.4 We may vary any other charges under this Premium Solar 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).

5.5.5 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.

#### **5.6 Timing of variations**

5.6.1 A variation to your Powerdirect Premium Solar Feed-in Tariff or any other charges under this Premium Solar 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 5.5.1 or 5.5.4.

5.6.2 Any notice of variation will form part of this Premium Solar Feed-in Plan from the effective date of the variation.

5.6.3 If the date on which a Powerdirect Premium Solar Feed-in Tariff variation is to take effect occurs during a Billing Period, the Powerdirect Premium Solar Feed-in Credit for that Billing Period will be calculated using both the previous and new (as varied) Powerdirect Premium Solar Feed-in Tariffs on a pro-rata basis in accordance with Regulatory Requirements.

### **6 PREMIUM SOLAR FEED-IN CREDITS AND PAYMENTS**

#### **6.1 Format and timing of Premium Solar 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 Premium Solar 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 Premium Solar 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 Premium Solar Feed-in Credit for the Billing Period.

**6.2 Calculation of bills**

- 6.2.1 Unless you provide your explicit informed consent for bills to be calculated in some other way, the amount of Solar 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.
- 6.2.2 In the event we obtain a Meter Reading after we have used an estimate to identify the amount of Solar Generation Export, we will make any appropriate adjustment in your next bill.
- 6.2.3 If a bill issued by us under your Electricity Sale Contract has an account credit balance, subject to clauses 6.3 and 6.4, the account credit balance will be applied towards the next bill issued by us under the Electricity Sale Contract for the next Billing Period.
- 6.2.4 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.
- 6.2.5 This clause 6 will operate subject to clause 11.3.6.

**6.3 Annual Credit Balance Payment**

- 6.3.1 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 the Scheme Start Date, 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').
- 6.3.2 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.
- 6.3.3 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.
- 6.3.4 Following an Annual Credit Balance Payment, an opening balance of zero will apply to the next bill issued by us under the Electricity Sale Contract. This does not affect the accumulation of your Premium Solar Feed-in Credit for any Billing Period.

**6.4 Final Credit Balance Payment**

Following termination of this Premium Solar Feed-in Plan, 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 within 10 Business Days, at no cost to you.

**6.5 Review of bills**

- 6.5.1 We will review a bill in relation to a Premium Solar Feed-in Credit at your request. Our review will be in accordance with our complaints and dispute resolution procedure outlined in clause 10.
- 6.5.2 If our review shows the Premium Solar 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 6.6. If our review shows the bill to be incorrect, clause 6.7 will apply.

**6.6 Meter testing**

- 6.6.1 If you require your Meter to be tested after the completion of the review process under clause 6.5, 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.



- 6.6.2 If the Meter is accurate you will be responsible for paying the relevant charge and the full amount of your bill.
- 6.6.3 If the Meter is defective and favours you by more than the amount allowable in the Metering Standards, you must pay us the difference between the value of the metered Solar Generation Export for which you received a Premium Solar Feed-in Credit and the value of the calculated actual Solar Generation Export for which you should have received a Premium Solar Feed-in Credit (an 'over-credit'), and we will reimburse any fee you are charged pursuant to clause 6.6.1. 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 6.7.2 and 6.7.3.
- 6.6.4 If the Meter is defective and favours us by more than the amount allowable in the Metering Standards, we will credit you the difference between the value of the metered Solar Generation Export for which you received a Premium Solar Feed-in Credit and the value of the calculated actual Solar Generation Export for which you should have received a Premium Solar Feed-in Credit (an 'under-credit'), and we will reimburse any fee you are charged pursuant to clause 6.6.1. 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 6.7.5 and 6.7.6.
- 6.6.5 We reserve the right to carry out such tests on your Solar Facility which we deem to be reasonably necessary, including tests on your Solar Facility's anti-islanding features and tests on power output quality of its inverter.

#### **6.7 Errors in a Premium Solar Feed-in Credit**

- 6.7.1 If there are errors in your Premium Solar Feed-in Credits, or if we are informed of errors in the amount of Solar Generation Export, we will adjust the amount of your next bill.
- 6.7.2 If a bill shows a Premium Solar 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 6.7.4, 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.
- 6.7.3 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.
- 6.7.4 If we have over-credited you as a result of fraud, or use of electricity otherwise than in accordance with this Premium Solar Feed-in Plan or your Electricity Sale Contract, we may:
  - (a) estimate the amount of Solar Generation Export; and
  - (b) bill you or take debt recovery action for the amount you have been over-credited.
- 6.7.5 If a bill shows a Premium Solar 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.

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

## **6.8 Access to Meter**

6.8.1 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 Solar 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 Premium Solar Feed-in Plan or the Regulatory Requirements.

6.8.2 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.

## **6.9 Information about Powerdirect Premium Solar Feed-in Tariff**

On request, we will provide you with information on any Powerdirect Solar Feed-in Tariff we offer for Solar 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.

## **7 INFORMATION, PRIVACY AND COMMUNICATION**

### **7.1 Information we require from you**

7.1.1 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 Solar Generation Export by you under this Premium Solar Feed-in Plan;

(d) you cease to be the registered proprietor of the Supply Address;

(e) you carry out any changes to your Solar Facility; or

(f) you cease to operate your Solar Facility at the Supply Address.

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

7.1.3 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.

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

7.2.1 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.

7.2.2 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 Solar Facility to the Distribution System and administering your Premium Solar Feed-in Plan.

- 7.2.3 We may contact you as part of an audit to ensure that you have understood and consented to this Premium Solar 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.

### **7.3 Access to information**

- 7.3.1 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.
- 7.3.2 Without limiting your rights under this clause, on request we will provide you with:
- (a) historical data regarding your Solar 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.
- 7.3.3 We will retain your historical data in relation to this Premium Solar Feed-in Plan for at least two years, even if you transfer to another retailer.
- 7.3.4 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.
- 7.3.5 We will use Best Endeavours to provide historical billing data within 10 Business Days of your request.

### **7.4 Means of communication**

- 7.4.1 Except where a particular method of communication is specified in this Premium Solar Feed-in Plan or required under the Regulatory Requirements, any communication between us and you under this Premium Solar Feed-in Plan may be in person, in writing, by telephone, or by electronic means such as email.
- 7.4.2 Any communication under this Premium Solar Feed-in Plan or the Regulatory Requirements required to be in writing may be made by mail, facsimile, or any electronic means capable of generating a delivery confirmation report.

## **8 YOUR OBLIGATIONS**

### **8.1 General obligations**

Our obligations under this Premium Solar 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 Solar 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 notify us within 14 Business Days if the photovoltaic installed or name-plate generating capacity of your Solar Facility exceeds 5 kilowatts; and
- (e) you must comply with all requirements of your Distributor, and of the Regulatory Requirements regarding the ongoing connection of your Solar Facility and Solar Generation Export.

**8.2 Protection and maintenance of your Supply**

To enable us to take a reliable and safe Supply of Solar Generation Export from you, you must:

- (a) use your Best Endeavours to keep the electrical installations at your Supply Address and your Solar 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 that delivers electricity to the Supply Address, or with any Meters at the Supply Address.

**8.3 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 Premium Solar 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.

**9 INTERRUPTIONS AND SUPPLY STANDARDS****9.1 Force Majeure Event**

- 9.1.1 If a Force Majeure Event results in either party being in breach of this Premium Solar 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.
- 9.1.2 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.
- 9.1.3 For the purposes of clause 9.1.2, 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.
- 9.1.4 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.

**9.2 Supply standards and interruptions**

- 9.2.1 As your retailer we do not control or operate the Distribution System which accepts Solar Generation Export. We also cannot control the quality, frequency and continuity of acceptance of Solar Generation Export.
- 9.2.2 We, or the Distributor, may cease taking Solar 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.

**9.3 Notice of work**

- 9.3.1 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.

- 9.3.2 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.

## **10 COMPLAINTS AND DISPUTE RESOLUTION**

You may make a complaint to us about any decision we have made in connection with this Premium Solar 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.

## **11 GENERAL**

### **11.1 Our liability**

- 11.1.1 Title in all Solar Generation Export will pass to us at the point at which that Solar Generation Export enters the relevant Distribution System.
- 11.1.2 We give no warranties, representations or conditions about the capacity or suitability of the relevant Distribution System to accept Solar Generation Export.
- 11.1.3 We exclude all liability for any claims, damages or losses you may suffer as a result of the relevant Distribution System failing to accept Solar Generation Export.
- 11.1.4 Nothing in this Premium Solar 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.

### **11.2 Assignment**

- 11.2.1 This Premium Solar Feed-in Plan is personal to you and cannot be assigned by you to anyone else.
- 11.2.2 We can only assign this Premium Solar Feed-in Plan:
- (a) with your consent;
  - (b) where we are transferring our obligations under this Premium Solar 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.

### **11.3 GST**

- 11.3.1 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 agreement are expressed as being exclusive of GST (if any).
- 11.3.2 If a GST is levied or imposed on any Supply made (or deemed to have been made) under or in accordance with this Premium Solar 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.
- 11.3.3 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.
- 11.3.4 Subject to clause 11.3.6, 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.

11.3.5 Subject to clause 11.3.6, where in relation to this Premium Solar 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.

11.3.6 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 Solar Generation Export under this Premium Solar 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.

11.3.7 Terms defined in **A New Tax System (Goods and Services Tax) Act 1999** of Australia have the same meaning when used in this clause.

#### **11.4 Waiver and variation**

11.4.1 Except as otherwise provided in this Premium Solar Feed-in Plan, a right created under this Premium Solar Feed-in Plan may not be waived except in writing signed by the party granting the waiver.

11.4.2 This Premium Solar 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 Premium Solar Feed-in Plan in accordance with clause 3.1 before the variation takes effect.

11.4.3 Despite clause 11.4.2, by written notice to you, we may vary this Premium Solar Feed-in Plan to the extent necessary to comply with any change in any Regulatory Requirements.

#### **11.5 Applicable law**

11.5.1 This Premium Solar Feed-in Plan shall be governed by the laws of Victoria.

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

## **12 GLOSSARY OF TERMS**

### **12.1 Definitions**

In this Premium Solar Feed-in Plan unless the context otherwise requires:

**Acceptable Identification** means:

- (a) where you are a Domestic 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 Domestic 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 a Premium Solar Feed-in Plan who is not a Domestic Customer;

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

**Commencement Date** means the day on which our obligations under this Premium Solar Feed-in Plan begin, as defined in clause 2.2.2;

**Distribution System** means a network of pipes or wires, Meters and controls used to Supply electricity, which a Distributor uses to transport electricity for that Supply;

**Distributor** means the person licensed to distribute electricity by means of pipes or wires, including to provide related services;

**Domestic Customer** means a person entering into a Premium Solar 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;

**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 Premium Solar Feed-in Offer;

**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.);

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

**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 Premium Solar Feed-in Plan includes any partnership where the partners are related bodies corporate of Powerdirect Pty Ltd;

**Powerdirect Premium Solar Feed-in Tariff** means the tariff specified as such in the Premium Solar Feed-in Offer as varied in accordance with these Premium Solar Feed-in Terms;

**Premium Solar Feed-in Credit** means the amount which we will credit you for Solar Generation Export in accordance with clause 5.1;

**Premium Solar Feed-in Offer** means the letter or other document provided by us that refers to and incorporates these Premium Solar Feed-in Terms and sets out certain details of the Premium Solar Feed-in Plan, referred to in these Premium Solar Feed-in Terms;

**Premium Solar Feed-in Plan** means these Premium Solar Feed-in Terms and the Premium Solar Feed-in Offer that refers to and incorporates them;

**Premium Solar Feed-in Terms** means these terms and conditions;

**Privacy Act** means the **Privacy Act 1988** (Cth);

**Qualifying Customer** means a person eligible to enter into this Premium Solar Feed-in Plan, as defined in clause 1.2.2;

**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;

**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;

**Scheme Start Date** means 1 November 2009;

**Solar Facility** means a photovoltaic generating facility that has an installed or name-plate capacity of 5 kilowatts or less and is connected to a Distribution System;

**Solar Generation Export** means the electricity generated by your Solar Facility and exported into the relevant Distribution System by you at your Supply Address, net of any electricity consumption at your Supply Address;

**Supply** means the sale of electricity (including Solar 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 Solar 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 2.3 of these Premium Solar Feed-in Terms.

## 12.2 Interpretation

In this Premium Solar Feed-in Plan, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Premium Solar 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 Premium Solar 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 Premium Solar 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 Premium Solar 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.
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**Electricity Industry Act 2000**

AGL SALES PTY LIMITED ABN 88 090 538 337

Premium Solar Feed-in Tariff, Terms and Conditions

**IMPORTANT NOTE**

This publication is pursuant to section 40FF of the **Electricity Industry Act 2000**, which requires AGL Sales Pty Limited (AGL) as a relevant licensee to publish premium solar feed-in tariff, terms and conditions on which AGL will provide qualifying customers with premium solar feed-in credits or payments for qualifying solar energy generation electricity from a qualifying solar energy generating facility (solar generation export) during the premium solar feed-in tariff period.

These terms and conditions will become effective in accordance with section 40H of the **Electricity Industry Act 2000**.

Your Distributor may need to change the type of Meter at your Supply Address to connect your qualifying solar electricity generation facility to the Distribution System. In some cases your previous retail tariff will not be available as a result of this change, in which case we will send you confirmation of your new tariffs.

We recommend that you seek the advice of an expert tradesman and your Distributor to ensure that the connection of your Solar Facility to the relevant Distribution System is safe, reliable and complies with all Regulatory Requirements and your connection agreement with your Distributor.

**PREMIUM SOLAR FEED-IN OFFER**

AGL Sales Pty Limited ABN 88 090 538 337, of 120 Spencer Street, Melbourne, Victoria 3000 (referred to as 'we', 'our' or 'us' in the Premium Solar Feed-in Plan) makes the following offer to Qualifying Customers (referred to as 'you' or 'your' in the Premium Solar Feed-in Plan):

<b>1</b>	<b>PREMIUM SOLAR FEED-IN TARIFF AND CHARGES</b>	
1.1	<b>AGL PREMIUM SOLAR FEED-IN TARIFF</b>	<b>\$0.68 per kWh (GST exclusive)</b> The AGL Premium Solar Feed-in Tariff may be varied in accordance with clause 5.5 of the Premium Solar Feed-in Terms.
1.2	<b>DISTRIBUTION AND METERING CHARGES</b>	All Distribution and Metering related charges for the Solar Facility at your Supply Address, if they are not recovered under your Electricity Sale Contract with us, will be charged at the relevant price applicable under your Electricity Sale Contract.
<b>2</b>	<b>CREDIT OR PAYMENT FOR QUALIFYING SOLAR ENERGY GENERATION ELECTRICITY</b>	
2.1	Credit to your bill issued for each Billing Period under your Electricity Sale Contract with us, or payment, in accordance with clause 6 of the Premium Solar Feed-in Terms.	
<b>3</b>	<b>PREMIUM SOLAR FEED-IN PLAN END DATE</b>	
3.1	<b>1 November 2024</b> , unless terminated earlier in accordance with the Premium Solar Feed-in Terms.	

Please note:

- To accept this Premium Solar Feed-in Offer, call us on 131 245.
- AGL will automatically pay you the amount of your Annual Credit Balance Payment in accordance with clause 6.3 of the Premium Solar Feed-in Terms. You can elect not to receive this automatic payment.
- You may assign to us any available or assignable Renewable Energy Certificates that you have not already assigned to a third party by returning the form we will send to you if you accept this Premium Solar Feed-in Offer.
- You must either provide us with your ABN if you are registered for GST, or return to us the No Tax Withholding Declaration form we will send to you if you accept this Premium Solar Feed-in Offer.

## **1 ABOUT YOUR AGL PREMIUM SOLAR FEED-IN PLAN**

### **1.1 AGL Premium Solar Feed-in Plan**

- 1.1.1 These Premium Solar Feed-in Terms, and any Premium Solar Feed-in Offer we make which refers to them and incorporates them, form a contract between you and us ('Premium Solar Feed-in Plan'), under which we will credit or pay you for your Solar Generation Export.
- 1.1.2 The terms of the Premium Solar Feed-in Offer will prevail over these Premium Solar Feed-in Terms to the extent of any inconsistency.

## **1.2 Nature of Premium Solar Feed-in Plan and acceptance**

- 1.2.1 We will provide Premium Solar Feed-in Credits in accordance with this Premium Solar Feed-in Plan, from the Commencement Date and for the Term of your Premium Solar Feed-in Plan.
- 1.2.2 This Premium Solar Feed-in Plan is only available to a Qualifying Customer, who is a person occupying a Supply Address in Victoria:
  - (a) as their principal place of residence ('Residential Customer'); or
  - (b) otherwise than as their principal place of residence, who has an annual electricity consumption of 100 MWh or less at the relevant Supply Address connection point at which the Solar Facility is located ('Small Business Customer' or 'Community Organisation Customer');and who:
  - (c) purchases electricity from us under an Electricity Sale Contract with us for that Supply Address; and
  - (d) engages in the generation of electricity by means of a Solar Facility at that Supply Address.
- 1.2.3 By accepting this Premium Solar 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 Premium Solar Feed-in Credits in accordance with this Premium Solar Feed-in Plan.
- 1.2.4 This Premium Solar Feed-in Plan is only available for the Solar Facility listed in the Premium Solar Feed-in Offer and is not transferable.
- 1.2.5 By accepting this Premium Solar Feed-in Plan, you agree to be bound by the terms of the Premium Solar Feed-in Offer and these Premium Solar Feed-in Terms.
- 1.2.6 If you already have a contract with us for credit or payment for Solar Generation Export, this Premium Solar Feed-in Plan replaces it in respect of that Solar Generation Export from the Commencement Date onwards.

### 1.3 Definitions and interpretation

The glossary set out in clause 12 of these Premium Solar Feed-in Terms provides the meanings of certain capitalised words used in this Premium Solar Feed-in Plan and the rules of interpretation applying to this Premium Solar Feed-in Plan.

## 2 COMMENCEMENT AND TERM

### 2.1 Connection to Distribution System

2.1.1 If you ask us to, we will request that your Distributor connect your Solar 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 Premium Solar Feed-in Plan (see clause 2.1.2 below) and, provide us with:

- (a) Acceptable Identification, if requested by us;
- (b) your contact details;
- (c) details about the installation of any necessary Meter at your Supply Address;
- (d) if the Solar 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 entered into a connection agreement with your Distributor for the connection of your Solar 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, including the details of any agreed distribution network tariff reassignment to be performed by your Distributor (where known by you).

2.1.2 Any Distribution charges in relation to the connection of your Solar 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.

### 2.2 Commencement Date

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

2.2.2 The Commencement Date under this Premium Solar Feed-in Plan will be the date on or after the 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) the Solar Facility at your Supply Address, 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 premium solar feed-in network tariff;
- (c) the relevant cables and appliances for your Solar 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 Solar Facility; and
  - (ii) if 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 Premium Solar Feed-in Plan.

### **2.3 Term of Premium Solar Feed-in Plan**

Your Premium Solar Feed-in Plan ends on the earlier of:

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

## **3 TERMINATION**

### **3.1 When can you terminate this Premium Solar Feed-in Plan?**

3.1.1 You may terminate this Premium Solar Feed-in Plan at any time by letting us know by phone or in writing.

3.1.2 This Premium Solar Feed-in Plan will end on the latter of:

- (a) the date specified in your notice to us in accordance with clause 3.1.1;
- (b) the date on which we receive your notice to us in accordance with clause 3.1.1; or
- (c) if we terminate this Premium Solar Feed-in Plan in accordance with clause 3.2, any date specified in the relevant subclause.

### **3.2 When can we terminate this Premium Solar Feed-in Plan?**

We may terminate this Premium Solar Feed-in Plan if:

- (a) you enter into another contract with us for the sale by you of Solar Generation Export at your Supply Address (in which case this Premium Solar Feed-in Plan will end 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 Solar Generation Export (in which case this Premium Solar 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 Premium Solar Feed-in Plan ends on the latter of either the date you vacate your Supply Address, or the date that you give us written notice 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 Premium Solar 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 Premium Solar 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 Premium Solar Feed-in Plan will end at the expiry of that 10 Business Day period);
- (f) the installed or name-plate generating capacity of your Solar Facility exceeds 5 kilowatts;
- (g) if you are a Small Business Customer or Community Organisation Customer, and your annual electricity consumption exceeds 100 MWh hours at the relevant Supply Address connection point at which the Solar Facility is located; or
- (h) we are no longer required under Regulatory Requirements to provide you with Premium Solar Feed-in Credits for Solar Generation Export.

### **3.3 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 Premium Solar Feed-in Plan.

## **4 DISCONNECTION**

### **4.1 Disconnection**

4.1.1 We may disconnect your Supply of Solar 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) this Premium Solar Feed-in Plan ends for any of the reasons in clause 2.3 or clause 3.

4.1.2 If we disconnect your Supply of Solar Generation Export in accordance with clause 4.1.1, 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).

### **4.2 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 Solar 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).

## **5 PREMIUM SOLAR FEED-IN TARIFF AND VARIATIONS**

### **5.1 Credits calculated from tariff set out in Premium Solar Feed-in Offer**

5.1.1 The initial AGL Premium Solar Feed-in Tariff is set out in the Premium Solar Feed-in Offer.

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

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

Where:

$$\text{Premium Solar Feed-in Credit} =$$

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

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

T = the AGL Premium Solar Feed-in Tariff current at that time (in cents per kWh).

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

Any Distribution and Metering charges in relation to your Solar Facility or Solar 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 Solar Facility and costs for the provision, maintenance or reading (including any special Meter reading) of electricity Meters at the Supply Address where your Solar Facility is located.

### **5.3 Administration costs**

5.3.1 We can charge you reasonable administration costs incurred by us in offering or servicing this Premium Solar Feed-in Plan, which are the cost of:

- (a) labour or additional systems capability associated with administering the Premium Solar 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 6.

5.3.2 We must inform you of the amount of the administration costs (if any) prior to your acceptance of the Premium Solar Feed-in Offer.

#### **5.4 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 Premium Solar 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 Premium Solar Feed-in Plan, you must pay any additional amounts we notify to you as being necessary to compensate us for that increase.

#### **5.5 Variations**

5.5.1 We may vary the amount of the AGL Premium Solar Feed-in Tariff, however the AGL Premium Solar Feed-in Tariff as varied by us will not be less than the minimum Premium Solar Feed in Tariff required to be offered by us under the Regulatory Requirements.

5.5.2 We will give you prior notice of a variation under clause 5.5.1 by publishing a new AGL Premium Solar Feed-in Tariff in the Victoria Government Gazette and on our website at [agl.com.au](http://agl.com.au) before the date the variation is to take effect.

5.5.3 We will also give you written notice of a variation under clause 5.5.1 no later than in the first bill after the variation takes effect.

5.5.4 We may vary any other charges under this Premium Solar 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).

5.5.5 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.

#### **5.6 Timing of variations**

5.6.1 A variation to your AGL Premium Solar Feed-in Tariff or any other charges under this Premium Solar 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 5.5.1 or 5.5.4.

5.6.2 Any notice of variation will form part of this Premium Solar Feed-in Plan from the effective date of the variation.

5.6.3 If the date on which an AGL Premium Solar Feed-in Tariff variation is to take effect occurs during a Billing Period, the AGL Premium Solar Feed-in Credit for that Billing Period will be calculated using both the previous and new (as varied) AGL Premium Solar Feed-in Tariffs on a pro-rata basis in accordance with Regulatory Requirements.

### **6 PREMIUM SOLAR FEED-IN CREDITS AND PAYMENTS**

#### **6.1 Format and timing of Premium Solar 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 Premium Solar 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 Premium Solar 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 Premium Solar Feed-in Credit for the Billing Period.

## **6.2 Calculation of bills**

- 6.2.1 Unless you provide your explicit informed consent for bills to be calculated in some other way, the amount of Solar 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.
- 6.2.2 In the event we obtain a Meter Reading after we have used an estimate to identify the amount of Solar Generation Export, we will make any appropriate adjustment in your next bill.
- 6.2.3 If a bill issued by us under your Electricity Sale Contract has an account credit balance, subject to clauses 6.3 and 6.4, the account credit balance will be applied towards the next bill issued by us under the Electricity Sale Contract for the next Billing Period.
- 6.2.4 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.
- 6.2.5 This clause 6 will operate subject to clause 11.3.6.

## **6.3 Annual Credit Balance Payment**

- 6.3.1 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 the Scheme Start Date, we will pay you that amount, at no cost to you, by cheque sent to the address to which bills are sent under your Electricity Sale Contract ('Annual Credit Balance Payment').
- 6.3.2 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.
- 6.3.3 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 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.
- 6.3.4 You may change the option you have selected regarding the crediting of your Annual Credit Balance Payment by contacting us on 131 245.
- 6.3.5 Following an Annual Credit Balance Payment or Credit Balance Payment, an opening balance of zero will apply to the next bill issued by us under the Electricity Sale Contract. This does not affect the accumulation of your Premium Solar Feed-in Credit for any Billing Period.

## **6.4 Final Credit Balance Payment**

Following termination of this Premium Solar Feed-in Plan, 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 within 10 Business Days, at no cost to you.



**6.5 Review of bills**

- 6.5.1 We will review a bill in relation to a Premium Solar Feed-in Credit at your request. Our review will be in accordance with our Complaints and Dispute Resolution Procedure outlined in clause 10.
- 6.5.2 If our review shows the Premium Solar 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 6.6. If our review shows the bill to be incorrect, clause 6.7 will apply.

**6.6 Meter testing**

- 6.6.1 If you require your Meter to be tested after the completion of the review process under clause 6.5, 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.
- 6.6.2 If the Meter is accurate you will be responsible for paying the relevant charge and the full amount of your bill.
- 6.6.3 If the Meter is defective and favours you by more than the amount allowable in the Metering Standards, you must pay us the difference between the value of the metered Solar Generation Export for which you received a Premium Solar Feed-in Credit and the value of the calculated actual Solar Generation Export for which you should have received a Premium Solar Feed-in Credit (an 'over-credit'), and we will reimburse any fee you are charged pursuant to clause 6.6.1. 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 6.7.2 and 6.7.3.
- 6.6.4 If the Meter is defective and favours us by more than the amount allowable in the Metering Standards, we will credit you the difference between the value of the metered Solar Generation Export for which you received a Premium Solar Feed-in Credit and the value of the calculated actual Solar Generation Export for which you should have received a Premium Solar Feed-in Credit (an 'under-credit'), and we will reimburse any fee you are charged pursuant to clause 6.6.1. 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 6.7.5 and 6.7.6.
- 6.6.5 We reserve the right to carry out such tests on your Solar Facility which we deem to be reasonably necessary, including tests on your Solar Facility's anti-islanding features and tests on power output quality of its inverter.

**6.7 Errors in a Premium Solar Feed-in Credit**

- 6.7.1 If there are errors in your Premium Solar Feed-in Credits, or if we are informed of errors in the amount of Solar Generation Export, we will adjust the amount of your next bill.
- 6.7.2 If a bill shows a Premium Solar 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 6.7.4, 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.

- 6.7.3 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.
- 6.7.4 If we have over-credited you as a result of fraud, or use of electricity otherwise than in accordance with this Premium Solar Feed-in Plan or your Electricity Sale Contract, we may:
- (a) estimate the amount of Solar Generation Export; and
  - (b) bill you or take debt recovery action for the amount you have been over-credited.
- 6.7.5 If a bill shows a Premium Solar 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.
- 6.7.6 We are not obliged to pay you interest for any under-crediting.

## **6.8 Access to Meter**

- 6.8.1 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 Solar 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 Premium Solar Feed-in Plan or the Regulatory Requirements.
- 6.8.2 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.

## **6.9 Information about AGL Premium Solar Feed-in Tariff**

On request, we will provide you with information on any AGL Solar Feed-in Tariff we offer for Solar 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.

## **7 INFORMATION, PRIVACY AND COMMUNICATION**

### **7.1 Information we require from you**

- 7.1.1 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 Solar Generation Export by you under this Premium Solar Feed-in Plan;
  - (d) you cease to be the registered proprietor of the Supply Address;
  - (e) you carry out any changes to your Solar Facility; or
  - (f) you cease to operate your Solar Facility at the Supply Address.
- 7.1.2 Our obligations under this Premium Solar Feed-in Plan are subject to you providing us with this information and any other Personal Information we reasonably request from you.

7.1.3 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.

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

7.2.1 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.

7.2.2 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 Solar Facility to the Distribution System and administering your Premium Solar Feed-in Plan.

7.2.3 We may contact you as part of an audit to ensure that you have understood and consented to this Premium Solar 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.

## **7.3 Access to information**

7.3.1 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.

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

- (a) historical data regarding your Solar 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.

7.3.3 We will retain your historical data in relation to this Premium Solar Feed-in Plan for at least two years, even if you transfer to another retailer.

7.3.4 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.

7.3.5 We will use Best Endeavours to provide historical billing data within 10 Business Days of your request.

## **7.4 Means of communication**

7.4.1 Except where a particular method of communication is specified in this Premium Solar Feed-in Plan or required under the Regulatory Requirements, any communication between us and you under this Premium Solar Feed-in Plan may be in person, in writing, by telephone, or by electronic means such as email.

7.4.2 Any communication under this Premium Solar Feed-in Plan or the Regulatory Requirements required to be in writing may be made by mail, facsimile, or any electronic means capable of generating a delivery confirmation report.

# **8 YOUR OBLIGATIONS**

## **8.1 General obligations**

Our obligations under this Premium Solar 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 Solar 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 notify us within 14 Business Days if the photovoltaic installed or name-plate generating capacity of your Solar Facility exceeds 5 kilowatts; and
- (e) you must comply with all requirements of your Distributor, and of the Regulatory Requirements regarding the ongoing connection of your Solar Facility and Solar Generation Export.

### **8.2 Protection and maintenance of your Supply**

To enable us to take a reliable and safe Supply of Solar Generation Export from you, you must:

- (a) use your Best Endeavours to keep the electrical installations at your Supply Address and your Solar 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 that delivers electricity to the Supply Address, or with any Meters at the Supply Address.

### **8.3 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 Premium Solar 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.

## **9 INTERRUPTIONS AND SUPPLY STANDARDS**

### **9.1 Force Majeure Event**

- 9.1.1 If a Force Majeure Event results in either party being in breach of this Premium Solar 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.
- 9.1.2 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.
- 9.1.3 For the purposes of clause 9.1.2, 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.
- 9.1.4 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.

**9.2 Supply standards and interruptions**

- 9.2.1 As your retailer we do not control or operate the Distribution System which accepts Solar Generation Export. We also cannot control the quality, frequency and continuity of acceptance of Solar Generation Export.
- 9.2.2 We, or the Distributor, may cease taking Solar 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.

**9.3 Notice of work**

- 9.3.1 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.
- 9.3.2 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.

**10 COMPLAINTS AND DISPUTE RESOLUTION**

You may make a complaint to us about any decision we have made in connection with this Premium Solar 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.

**11 GENERAL****11.1 Our liability**

- 11.1.1 Title in all Solar Generation Export will pass to us at the point at which that Solar Generation Export enters the relevant Distribution System.
- 11.1.2 We give no warranties, representations or conditions about the capacity or suitability of the relevant Distribution System to accept Solar Generation Export.
- 11.1.3 We exclude all liability for any claims, damages or losses you may suffer as a result of the relevant Distribution System failing to accept Solar Generation Export.
- 11.1.4 Nothing in this Premium Solar 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.

**11.2 Assignment**

- 11.2.1 This Premium Solar Feed-in Plan is personal to you and cannot be assigned by you to anyone else.
- 11.2.2 We can only assign this Premium Solar Feed-in Plan:
- (a) with your consent;
  - (b) where we are transferring our obligations under this Premium Solar 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.

**11.3 GST**

- 11.3.1 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 agreement are expressed as being exclusive of GST (if any).
- 11.3.2 If a GST is levied or imposed on any Supply made (or deemed to have been made) under or in accordance with this Premium Solar 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.

- 11.3.3 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.
- 11.3.4 Subject to clause 11.3.6, 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.
- 11.3.5 Subject to clause 11.3.6, where in relation to this Premium Solar 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.
- 11.3.6 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 Solar Generation Export under this Premium Solar 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.
- 11.3.7 Terms defined in **A New Tax System (Goods and Services Tax) Act 1999** of Australia have the same meaning when used in this clause.

#### **11.4 Waiver and variation**

- 11.4.1 Except as otherwise provided in this Premium Solar Feed-in Plan, a right created under this Premium Solar Feed-in Plan may not be waived except in writing signed by the party granting the waiver.
- 11.4.2 This Premium Solar 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 Premium Solar Feed-in Plan in accordance with clause 3.1 before the variation takes effect.
- 11.4.3 Despite clause 11.4.2, by written notice to you, we may vary this Premium Solar Feed-in Plan to the extent necessary to comply with any change in any Regulatory Requirements.

#### **11.5 Applicable law**

- 11.5.1 This Premium Solar Feed-in Plan shall be governed by the laws of Victoria.
- 11.5.2 We and you submit to the non-exclusive jurisdiction of the courts of Victoria.

## **12 GLOSSARY OF TERMS**

### **12.1 Definitions**

In this Premium Solar Feed-in Plan unless the context otherwise requires:

**Acceptable Identification** means:

- (a) where you are a Domestic 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 Domestic 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 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 Premium Solar Feed-in Plan includes any partnership where the partners are related bodies corporate of AGL Energy Limited;

**AGL Premium Solar Feed-in Tariff** means the tariff specified as such in the Premium Solar Feed-in Offer as varied in accordance with these Premium Solar Feed-in Terms;

**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 a Premium Solar Feed-in Plan who is not a Domestic Customer;

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

**Commencement Date** means the day on which our obligations under this Premium Solar Feed-in Plan begin, as defined in clause 2.2.2;

**Complaints Handling and Dispute Resolution Procedure** is the procedure we have in place from time to time for dealing with any complaint you may make to us about your Premium Solar Feed-in Plan or Solar Generation Export;

**Distribution System** means a network of pipes or wires, Meters and controls used to Supply electricity, which a Distributor uses to transport electricity for that Supply;

**Distributor** means the person licensed to distribute electricity by means of pipes or wires, including to provide related services;

**Domestic Customer** means a person entering into a Premium Solar 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;

**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 Premium Solar Feed-in Offer;

**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.);

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

**Premium Solar Feed-in Credit** means the amount which we will credit you for Solar Generation Export in accordance with clause 5.1;

**Premium Solar Feed-in Offer** means the letter or other document provided by us that refers to and incorporates these Premium Solar Feed-in Terms and sets out certain details of the Premium Solar Feed-in Plan, referred to in these Premium Solar Feed-in Terms;

**Premium Solar Feed-in Plan** means these Premium Solar Feed-in Terms and the Premium Solar Feed-in Offer that refers to and incorporates them;

**Premium Solar Feed-in Terms** means these terms and conditions;

**Privacy Act** means the **Privacy Act 1988** (Cth);

**Qualifying Customer** means a person eligible to enter into this Premium Solar Feed-in Plan, as defined in clause 1.2.2;

**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;

**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;

**Scheme Start Date** means 1 November 2009;

**Solar Facility** means a photovoltaic generating facility that has an installed or name-plate capacity of 5 kilowatts or less and is connected to a Distribution System;

**Solar Generation Export** means the electricity generated by your Solar Facility and exported into the relevant Distribution System by you at your Supply Address, net of any electricity consumption at your Supply Address;

**Supply** means the sale of electricity (including Solar 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 Solar 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 2.3 of these Premium Solar Feed-in Terms.



**12.2 Interpretation**

In this Premium Solar Feed-in Plan, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Premium Solar 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 Premium Solar 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 Premium Solar 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 Premium Solar 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

and

POWERDIRECT PTY LTD ABN 28 067 609 803

Conditions for Purchase of Small Renewable Energy Generation Electricity

**IMPORTANT NOTE**

Section 40G of the **Electricity Industry Act 2000** requires AGL Sales Pty Limited (AGL) and its subsidiary company, Powerdirect Pty Ltd (Powerdirect), as relevant licensees, to each publish an offer comprising the prices at, and terms and conditions on, which AGL and Powerdirect will each purchase small renewable energy generation electricity from relevant generators.

AGL and Powerdirect now publish pursuant to section 40G of the **Electricity Industry Act 2000** their respective terms and conditions for the purchase of small renewable energy generation electricity from relevant generators.

These terms and conditions will become effective in accordance with section 40H of the **Electricity Industry Act 2000**.

Where the following offer is made by Powerdirect, all references to 'AGL' in the terms and conditions are substituted with 'Powerdirect'; all references to AGL's customer service telephone number '131 245' are substituted with Powerdirect's customer service telephone number '1300 307 966', and all references to AGL's website URL 'agl.com.au' are substituted with Powerdirect's website URL 'powerdirect.com.au'. The registered office of Powerdirect (ABN 28 067 609 803) is Level 22, 101 Miller Street, North Sydney, NSW 2060.

**INITIAL FEED-IN PRICES****Commercial Generation Feed-in Prices**

<b>Commercial Feed-In-Prices- All Regions</b>		
<b>Description</b>	<b>Unit</b>	<b>Excl GST</b>
Feed-in Rate	c/kWh	18.25

**Non-Commercial Generation Feed-in Prices**

<b>Residential Feed-in Rates</b>				
<b>Region</b>	<b>Tariff</b>	<b>Description</b>	<b>Unit</b>	<b>Excl GST</b>
AGL Nth	GD	Feed-in Rate	c/kWh	19.98
AGL Sth	GD	Feed-in Rate	c/kWh	19.09
AGL TS	GD	Feed-in Rate	c/kWh	19.92
AGL OP	GD	Feed-in Rate	c/kWh	20.06
AGL OC	GD	Feed-in Rate	c/kWh	17.73

<b>Business Feed-in Rates</b>					
<b>Region</b>	<b>Tariff</b>	<b>Description</b>	<b>Unit</b>	<b>Excl GST</b>	<b>Incl GST</b>
AGL Nth	E	Feed-in Rate	c/kWh	20.81	22.891
AGL Sth	E	Feed-in Rate	c/kWh	22.36	24.596
AGL TS	E	Feed-in Rate	c/kWh	22.08	24.288
AGL OP	E	Feed-in Rate	c/kWh	21.52	23.672
AGL OC	E	Feed-in Rate	c/kWh	19.07	20.977

**FEED-IN OFFER**

**AGL Sales Pty Limited ABN 88 090 538 337**, of 120 Spencer Street, Melbourne, Victoria 3000 (referred to as 'we', 'our' or 'us' in the Feed-in Plan); and

**(First Name, Last name of Relevant Generator)**, of **(insert Supply Address)** (referred to as 'you' or 'your' in the Feed-in Plan).

<b>FEED-IN OFFER SCHEDULE</b>		
<b>1</b>	<b>SMALL RENEWABLE ENERGY GENERATION FACILITY (SOLAR FACILITY)</b>	
1.1	CAPACITY OF SOLAR FACILITY (KW) (The Solar Facility must have an installed or name-plate generating capacity of less than 100 kilowatts in order to qualify for this Feed-in Offer.)	
1.2	INSTALLATION DATE (if known)	
1.3	SOLAR FACILITY BRAND / MODEL	
1.4	SOLAR FACILITY INSTALLER	
1.5	METER TYPE	
1.6	SUPPLY ADDRESS FOR SOLAR FACILITY	See item 3 below.
<b>2</b>	<b>FEED-IN PRICE AND CHARGES</b>	
2.1	FEED-IN PRICE	<i>[Insert the GST exclusive published Feed-in Price in cents per KWh for distribution region in which Supply Address and Solar Facility is located which is current at the date of the Feed-in Offer]</i> excluding GST, as that price may be varied from time to time in accordance with clause 5 of the Feed-in Terms.
2.2	DISTRIBUTION & METERING CHARGES	All Distribution and Metering related charges for the Solar Facility, if they are not recovered under your Electricity Sale Contract with us, will be charged at the relevant price applicable under your Electricity Sale Contract.
2.3	CREDIT OR PAYMENT FOR SOLAR GENERATION EXPORT	Credit to your bill issued for each Billing Period under your Electricity Sale Contract with us, or payment, in accordance with clause 6 of the Feed-in Terms.
2.4	ANNUAL CREDIT BALANCE PAYMENT	Annual Credit Balance Payment is made in accordance with clause 6.3 of these Feed-in Terms. If you do not wish to receive an Annual Credit Balance Payment, please tick
2.5	TERM / TERMINATION	See clauses 2 and 3 of the Feed-in Terms
2.6	END DATE	<i>[Insert end date if applicable]</i>
2.7	ADMINISTRATION COSTS (if applicable)	<i>[Insert the GST exclusive administration costs or 'NIL' if appropriate]</i>

3	ADDRESS DETAILS	SUPPLY ADDRESS	MAILING ADDRESS
	ATTENTION:		
	ADDRESS		
	CONTACT [PHONE]		
	EMAIL		

By signing this Feed-in Offer, you agree to be bound by the Feed-in Plan which consists of this Feed-in Offer and the attached Feed-in Terms.

**SIGNED** by You

Date: \_\_ / \_\_ / \_\_\_\_

Signature	Name: Please Print
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**SIGNED** for and on behalf of **AGL**  
by its authorised representative

Date: \_\_ / \_\_ / \_\_\_\_

Signature	Name:
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## **1 ABOUT YOUR AGL FEED-IN PLAN**

### **1.1 AGL Feed-in Plan**

- 1.1.1 These Feed-in Terms, and any Feed-in Offer that we make which refers to them and incorporates them, form a contract between you and us ('Feed-in Plan'), under which we credit or pay you for Solar Generation Export.
- 1.1.2 The terms of the Feed-in Offer will prevail over these Feed-in Terms to the extent of any inconsistency.

### **1.2 Nature of Feed-in Plan and acceptance**

- 1.2.1 We will provide Feed-in Credits in accordance with this Feed-in Plan from the Commencement Date and for the Term of your Feed-in Plan.
- 1.2.2 This Feed-in Plan is only available to a person who:
- (a) is exporting or is proposing to export into the Distribution System, electricity generated by the Solar Facility listed in the Feed-in Offer; and
  - (b) purchases electricity from us under an Electricity Sale Contract with us for the Supply Address at which that Solar Facility is located.
- 1.2.3 This Feed-in Plan is only available for the Solar Facility listed in the Feed-in Offer and is not transferable.
- 1.2.4 The initial Feed-in Prices set out in the Feed-in Offer are only valid and will only apply to this Feed-in Plan if we have the correct information about your distribution region. If we subsequently determine that your Supply Address is in a different distribution region, we may vary the initial Feed-in Prices and advise you of the new prices that will apply to this Feed-in Plan from the Commencement Date of this Feed-in Plan.
- 1.2.5 By accepting this Feed-in Plan, you agree to be bound by the Feed-in Offer and by these Feed-in Terms.
- 1.2.6 If you already have a contract with us for credit or payment of Solar Generation Export, this Feed-in Plan replaces it from the Commencement Date onwards.

### **1.3 Definitions and interpretation**

The glossary set out in clause 12 of these Feed-in Terms provides the meanings of certain words used in this Feed-in Plan and the rules of interpretation applying to this Feed-in Plan.

## **2 COMMENCEMENT AND TERM**

### **2.1 Connection to Distribution System**

- 2.1.1 If you ask us to, we will request that your Distributor connect your Solar 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 Feed-in Plan (see clause 2.1.2 below) and, provide us with:
- (a) Acceptable Identification, if requested by us;
  - (b) your contact details;
  - (c) details about the installation of any necessary Meter at your Supply Address;
  - (d) if the Solar 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 the electricity safety legislation;
  - (f) confirmation that you have entered into a connection agreement with your Distributor for the connection of your Solar 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.

- 2.1.2 Any Distribution charges in relation to the connection of your Solar 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.

## **2.2 Commencement Date**

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

2.2.2 The Commencement Date under this Feed-in Plan will be the 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 Solar Facility, in accordance with Regulatory Requirements and the requirements of your Distributor, is connected to the relevant Distribution System;
- (c) the relevant cables and appliances for your Solar 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 Solar 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 Feed-in Plan.

## **2.3 Term of Feed-in Plan**

Your Feed-in Plan ends on the earlier of:

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

## **3 TERMINATION**

### **3.1 When can you terminate this Feed-in Plan?**

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

3.1.2 This Feed-in Plan will end on the latter of:

- (a) the date specified in your notice to us in accordance with clause 3.1.1;
- (b) the date on which we receive your notice to us in accordance with clause 3.1.1; or
- (c) if we terminate this Feed-in Plan in accordance with clause 3.2, any date specified in the relevant subclause.

### **3.2 When can we terminate this Feed-in Plan?**

We may terminate this Feed-in Plan if:

- (a) you enter into another contract with us for the sale by you of Solar Generation Export at your Supply Address (in which case this Feed-in Plan will end once our obligations under that other contract commence); or
- (b) you enter into a contract with another retailer for the sale by you of Solar Generation Export (in which case this Feed-in Plan automatically ends on the date the obligations of the other retailer commence under that other contract); or

- (c) you vacate your Supply Address (in which case this Feed-in Plan will end 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); or
- (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 Feed-in Plan will end upon disconnection, or if a right to reconnection exists, upon expiry of that right); or
- (e) you breach any of your obligations under the terms of this 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 Feed-in Plan will end at the expiry of that 10 Business Day period); or
- (f) the installed or name-plate generating capacity of your Solar Facility equals or exceeds 100 kilowatts for any reason (in which case this Feed-in Plan will end when we become aware that this capacity has been reached); or
- (g) we are no longer required under Regulatory Requirements to publish an offer pursuant to which we will purchase electricity from a Solar Facility.

### **3.3 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 Feed-in Plan.

## **4 DISCONNECTION**

### **4.1 Disconnection**

4.1.1 We may disconnect your Supply of Solar Generation Export (or request that the 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) this Feed-in Plan ends for any of the reasons in clause 2.3 or clause 3.

4.1.2 If we disconnect your Supply of Solar Generation Export in accordance with clause 4.1.1, 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).

### **4.2 Reconnection**

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

## **5 FEED-IN PRICES AND VARIATIONS**

### **5.1 Prices set out in Feed-in Offer**

5.1.1 The initial Feed-in Prices will be set out in the Feed-in Offer.

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

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

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 Solar Generation Export during that Billing Period;



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

R = the Feed-in Price current at that time (in cents per kWh).

5.1.3 We may deduct from the Feed-in Credit calculated in accordance with clause 5.1.2, any amounts which we are entitled to charge you under this Feed-in Plan.

## **5.2 Change in generation category**

5.2.1 The continued application of a Feed-in Price Category to you, or to your Supply Address will depend on whether you or your electricity generation facility continue to satisfy the conditions applying to that category. If a change occurs such that you no longer satisfy the requirements of your Feed-in Price Category, or such that a more appropriate Feed-in Price Category exists, then we may require you to transfer to another Feed-in Price Category as a result of that change.

5.2.2 If you fail to inform us of such a change, we may transfer you to another Feed-in Price Category when we become aware of that change and recover from you any amount over credited by us as a result of that failure.

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

Any Distribution and Metering charges in relation to your Solar Facility, 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 Solar Facility and costs for the provision, maintenance or reading (including any special meter reading) of electricity Meters at the Supply Address where your Solar Facility is located.

## **5.4 Administration costs**

5.4.1 We can charge you reasonable administration costs incurred by us in offering or servicing this Feed-in Plan. These administration costs can include, but are not limited to:

- (a) costs of labour or additional systems capability associated with administering the Feed-in-Plan;
- (b) administering the pass through of costs imposed by your Distributor and any Metering service provider; and
- (c) making a payment to you in accordance with clause 6.

5.4.2 We must inform you of the amount of the administration costs (if any) prior to your acceptance of the Feed-in Offer.

## **5.5 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 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 Feed-in Plan, you must pay any additional amounts we notify to you as being necessary to compensate us for that increase.

## **5.6 Variations**

5.6.1 We may vary the amount of the Feed-in Price by publishing a new price list of 'Feed-in Prices' 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.

5.6.2 We will give you written notice of a variation under clause 5.6.1 no later than in the first bill after the variation takes effect.

5.6.3 We may vary any other charges under this 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).

5.6.7 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.

### **5.7 Timing of variations**

5.7.1 A variation to the Feed-in Price or any other charges under this 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 5.6.1 or 5.6.3.

5.7.2 Any notice of variation will form part of this Feed-in Plan from the effective date of the variation.

5.7.3 If the date on which a Feed-in Price variation is to take effect occurs during a Billing Period, then the Feed-in Credit for that Billing Period will be calculated using both the previous and new (as varied) Feed-in Prices on a pro-rata basis in accordance with Regulatory Requirements.

## **6 FEED-IN CREDITS AND PAYMENTS**

### **6.1 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 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.

### **6.2 Calculation of bills**

6.2.1 Unless you provide your explicit informed consent for bills to be calculated in some other way, the amount of Solar Generation Export will be derived from consecutive Meter Readings. Where Meter Readings are unavailable, it will be derived from estimates determined in accordance with the Regulatory Requirements. We will use our Best Endeavours to ensure that your Meter is read at least once in any 12 month period.

6.2.2 In the event we obtain a Meter Reading after we have used an estimate to identify the amount of Solar Generation Export, we will make any appropriate adjustment to your next bill.

6.2.3 If a bill issued by us under your Electricity Sale Contract has an account credit balance, subject to clauses 6.3 and 6.4, the account credit balance will be applied towards the next bill issued by us under the Electricity Sale Contract for the next Billing Period.

6.2.4 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.

6.2.5 This clause 6 will operate subject to clause 11.3.6.

### **6.3 Annual Credit Balance Payment**

6.3.1 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, by cheque sent to the address to which bills are sent under your Electricity Sale Contract ('Annual Credit Balance Payment').

6.3.2 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 6.2.4.

- 6.3.3 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 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.
- 6.3.4 You may change the option you have selected regarding the crediting of your Annual Credit Balance Payment by contacting us on 131 245.
- 6.3.5 Following an Annual Credit Balance Payment or Credit Balance Payment, an opening balance of zero will apply to the next bill issued by us under the Electricity Sale Contract. This does not affect the accumulation of your Feed-in Credit for any Billing Period.

#### **6.4 Final Credit Balance Payment**

Following termination of this Feed-in Plan, we will pay you the amount of any 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 within 10 Business Days, at no cost to you.

#### **6.5 Review of bills**

- 6.5.1 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 and Dispute Resolution Process outlined in clause 10.
- 6.5.2 If our review shows the Feed-in Credit and bill to be correct, you must pay the total amount of any outstanding bill in full or request a Meter test under clause 6.6. If our review shows the bill to be incorrect, clause 6.7 will apply.

#### **6.6 Meter testing**

- 6.6.1 If you require your Meter to be tested after the completion of the review process under clause 6.5, we will refer you to the Distributor or Meter testing authority that will test the Meter at a charge for their services. You must pay us in advance for this charge. We will give you a copy of the results of the test if the testing authority does not do so.
- 6.6.2 If the Meter is accurate, you will be responsible for paying the relevant charge and the full amount of your bill.
- 6.6.3 If the Meter is defective and favours you by more than the amount allowable in the Metering Standards, you must pay any difference between the value of the metered Solar Generation Export for which you received a Feed-in Credit and the value of the calculated actual Solar 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 6.6.1. 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 6.7.2 and 6.7.3.
- 6.6.4 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 the account has been paid) between the value of the metered Solar Generation Export for which you received a Feed-in Credit and the value of the calculated actual Solar 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 6.6.1. 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 6.7.5 and 6.7.6.
- 6.6.5 We reserve the right to carry out such tests on your Solar Facility which we deem to be reasonably necessary, including tests on your Solar Facility's anti-islanding features and tests on power output quality of its inverter.

**6.7 If there is an error in a Feed-in Credit**

- 6.7.1 If there are errors in your Feed-in Credits, or if we are informed of errors in the amount of Solar Generation Export, we will adjust the amount of your next bill.
- 6.7.2 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 6.7.4, 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.
- 6.7.3 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.
- 6.7.4 If we have over-credited you as a result of fraud, or use of electricity otherwise than in accordance with this Feed-in Plan or your Electricity Sale Contract, we may:
- (a) estimate the amount of Solar Generation Export; and
  - (b) bill you or take debt recovery action for the amount you have been over-credited.
- 6.7.5 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.
- 6.7.6 We are not obliged to pay you interest for any under-crediting.

**6.8 Access to Meter**

- 6.8.1 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 Solar 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 Feed-in Plan or the Regulatory Requirements.
- 6.8.2 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.

**6.9 Information about Feed-in Prices**

On request, we will provide you with information on any Feed-in Prices we offer for Solar 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.

## **7 INFORMATION, PRIVACY AND COMMUNICATION**

### **7.1 Information we require from you**

7.1.1 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 the internal electrical wires or appliances which may affect the quality or safety of the Solar Generation Export under this Feed-in Plan;
- (d) you cease to be the registered proprietor of the Supply Address;
- (e) you carry out any changes to your Solar Facility; or
- (f) you cease to operate your Solar Facility at the Supply Address.

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

7.1.3 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.

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

7.2.1 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.

7.2.2 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 Solar Facility to the Distribution System and administering your Feed-in Plan.

7.2.3 We may contact you as part of an audit to ensure that you have understood and consented to this 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.

### **7.3 Access to information**

7.3.1 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.

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

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

7.3.3 We will retain your historical data in relation to this Feed-in Plan for at least two years, even if you transfer to another retailer.

7.3.4 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.

7.3.5 We will use Best Endeavours to provide historical billing data within 10 Business Days of your request.

#### **7.4 Means of communication**

7.4.1 Except where a particular method of communication is specified in this Feed-in Plan or required under the Regulatory Requirements, any communication between us and you under this Feed-in Plan may be in person, in writing, by telephone, or by electronic means such as email.

7.4.2 Any communication under this Feed-in Plan or the Regulatory Requirements required to be in writing may be made by mail, facsimile, or any electronic means capable of generating a delivery confirmation report.

### **8 YOUR OBLIGATIONS**

#### **8.1 General obligations**

8.1.1 Our obligations under this 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 Solar 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 not increase the output capacity of your Solar Facility without our prior written consent; and
- (e) you must comply with all requirements of your Distributor and of the Regulatory Requirements regarding the ongoing connection of your Solar Facility and Solar Generation Export.

#### **8.2 Protection and maintenance of your Supply**

8.2.1 To enable us to take a reliable safe supply of electricity from you, you must:

- (a) use your Best Endeavours to keep the electrical installations at your Supply Address and your Solar 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.

#### **8.3 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 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.

## **9 INTERRUPTIONS AND SUPPLY STANDARDS**

### **9.1 Force Majeure Event**

- 9.1.1 If a Force Majeure Event results in either party being in breach of this 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.
- 9.1.2 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.
- 9.1.3 For the purposes of clause 9.1.2, 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.
- 9.1.4 The party affected by the Force Majeure Event must use its Best Endeavours to minimise, overcome or remove the Force Majeure Event as quickly as practicable. However, this does not require either of us to settle any industrial dispute.

### **9.2 Supply standards and interruptions**

- 9.2.1 As your retailer we do not control or operate the Distribution System which accepts Solar Generation Export. We also cannot control the quality, frequency and continuity of acceptance of Solar Generation Export.
- 9.2.2 We, or the Distributor, may cease taking Solar 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.

### **9.3 Notice of work**

- 9.3.1 If we, or the Distributor, wish to inspect, repair, test or provide maintenance to the Distribution System at the place at which your Solar Facility is located, we will give you prior notice except in the case of Emergency, suspected illegal use, or routine Meter replacements.
- 9.3.2 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.

## **10 COMPLAINTS AND DISPUTE RESOLUTION**

### **10.1 Your right to review**

You may make a complaint to us about any decision we have made in connection with this 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. For details about the Powerdirect complaints handling and dispute resolution procedure, please contact Powerdirect on 1300 307 966.

## **11 GENERAL**

### **11.1 Our liability**

- 11.1.1 Title in all Solar Generation Export will pass to us at the point at which that Solar Generation Export enters the relevant Distribution System.
- 11.1.2 We give no warranties, representations or conditions about the capacity or suitability of the relevant Distribution System to accept Solar Generation Export.

11.1.3 We exclude all liability for any claims, damages or losses you may suffer as a result of the relevant Distribution System failing to accept Solar Generation Export.

11.1.4 Nothing in this Feed-in Plan varies or excludes in any way the operation of section 117 of the **Electricity Industry Act 2000** (Vic.), or section 78 of the National Electricity Law.

## 11.2 Assignment

11.2.1 This Feed-in Plan is personal to you and cannot be assigned by you to anyone else.

11.2.2 We can only assign this Feed-in Plan:

- (a) with your consent;
- (b) where we are transferring our obligations under this 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.

## 11.3 GST

11.3.1 Unless expressly stated otherwise, all amounts payable or the value of other consideration provided in respect of Supplies made in relation to this Feed-in Plan are expressed as being exclusive of GST (if any).

11.3.2 If a GST is levied or imposed on any Supply made (or deemed to have been made) under or in accordance with this 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.

11.3.3 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.

11.3.4 Subject to clause 11.3.6, 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.

11.3.5 Subject to clause 11.3.6, where in relation to this 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.

11.3.6 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 Solar Generation Export under this 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.

11.3.7 Terms defined in **A New Tax System (Goods and Services Tax) Act 1999** of Australia have the same meaning when used in this clause.

## 11.4 Waiver and variation

11.4.1 Except as otherwise provided in this Feed-in Plan, a right created under this Feed-in Plan may not be waived except in writing signed by the party granting the waiver.



11.4.2 This 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 Feed-in Plan in accordance with clause 3.1 before the variation takes effect.

11.4.3 Despite clause 11.4.2, by written notice to you, we may vary this Feed-in Plan to the extent necessary to comply with any change in any Regulatory Requirements.

## 11.5 Applicable law

11.5.1 This Feed-in Plan shall be governed by the laws of Victoria.

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

## 12 GLOSSARY OF TERMS

### 12.1 Definitions

In this Feed-in Plan unless the context otherwise requires:

**Acceptable Identification** means:

- (a) where you are a Domestic 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 which is a sole trader or partnership, one or more of the forms of identification for a Domestic Customer for each of the individuals that conduct the business; and
- (c) where you are a Business Customer which is a company, includes the company's Australian Company Number or Australian Business Number;

**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 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 a Feed-in Plan who is not a Domestic Customer;

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

**Commercial Generation** means the generation of electricity by a facility that has an installed or name-plate generating capacity of more than 5 kilowatts and less than 100 kilowatts where that generation is not principally for use by the relevant Business Customer or Domestic Customer at the Supply Address;

**Complaints Handling and Dispute Resolution** is the procedure we have in place from time to time regarding any complaint you may make to us about your Feed-in Plan or the export of Solar Generation Export;

**Distribution System** means a network of pipes or wires, Meters and controls used to sell and supply electricity, or which a Distributor uses to transport electricity for supply to customers;

**Distributor** means the person who is licensed to distribute, supply or provide services by means of pipes or wires;

**Domestic Customer** means a person entering into a 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;

**Electricity Sale Contract** means a contract for the sale of electricity by us to you in respect of the supply of electricity to the Supply Address but only where that contract is a Standing Offer Contract or AGL no-discount market contract;

**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 Feed-in Offer;

**Feed-in Credit** means the amount which we are obliged to credit to you for Solar Generation Export, calculated in accordance with clause 6;

**Feed-in Offer** means the letter or other document provided by us that refers to and incorporates these Feed-in Terms and sets out certain details of the Feed-in Plan, referred to in these Feed-in Terms;

**Feed-in Plan** means these Feed-in Terms and the Feed-in Offer that refers to and incorporates them;

**Feed-in Prices** means the prices specified as such in the Feed-in Offer as varied in accordance with these Feed-in Terms;

**Feed-in Price Category** means a category or subcategory of Feed-in Prices determined and published by us from time to time, including without limitation, Commercial Generation Feed-in Prices or Non-Commercial Generation Feed-in Prices;

**Feed-in Terms** means these terms and conditions;

**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.);

**Non-Commercial Generation** means the generation of electricity by a 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;

**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;

**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;

**Solar Facility** means a facility located at the Supply Address of the following kind that generates electricity and has an installed or name-plate generating capacity of less than 100 kilowatts:

- (a) a wind energy generation facility;
- (b) a solar energy generation facility;
- (c) a hydro generation facility;
- (d) a biomass energy generation facility

(as each of those terms is defined in the **Electricity Industry Act 2000** (Vic.)); or

- (e) a facility or class of facility specified by Order in the Government Gazette as a small renewable energy generation facility;

**Solar Generation Export** means electricity generated by your Solar Facility and exported into the relevant Distribution System by you at your Supply Address, net of any electricity consumption at your Supply Address;

**Standing Offer Contract** means a contract formed by acceptance by you of our standing offer terms published in accordance with section 35 of the **Electricity Industry Act 2000** (Vic.);

**Supply** means the sale of electricity (including Solar Generation Export) and any related services;

**Supply Address** means the address at which you purchase electricity from us and where your Solar 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 2.3 of these Feed-in Terms.

## 12.2 Interpretation

In this Feed-in Plan, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this 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 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 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 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

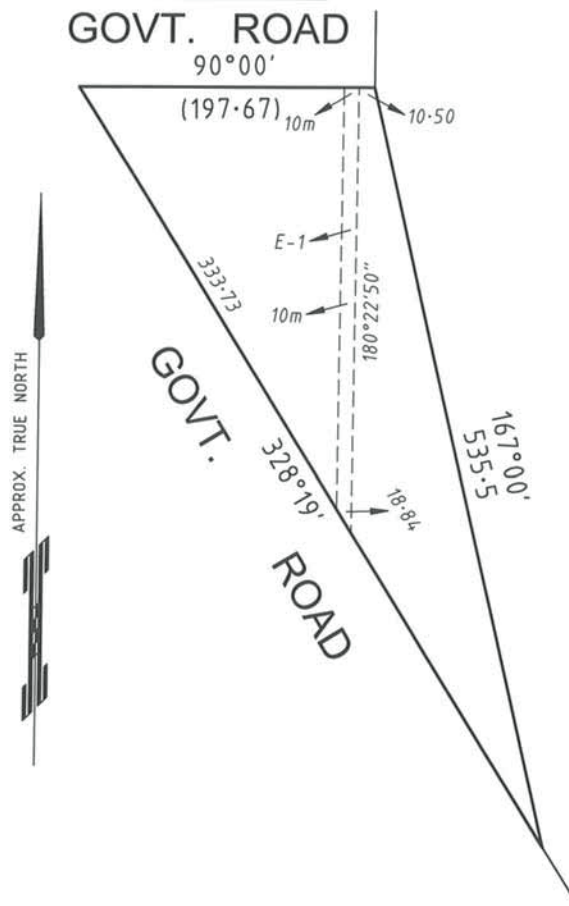
S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Barwon Region Water Corporation, ABN 86 348 316 514, of 61-67 Ryrie Street, Geelong, Victoria 3220, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 10483 Folio 787, and being the area marked 'E-1' on the plan for creation of easement which is annexed hereto.



Published with the authority of Barwon Region Water Corporation.

Dated 17 February 2011

Signed by Michael Watson )  
for and on behalf of )  
Barwon Region Water Corporation )

MICHAEL WATSON  
Board Secretary

**Land Acquisition and Compensation Act 1986**

FORM 7

S. 21(a)

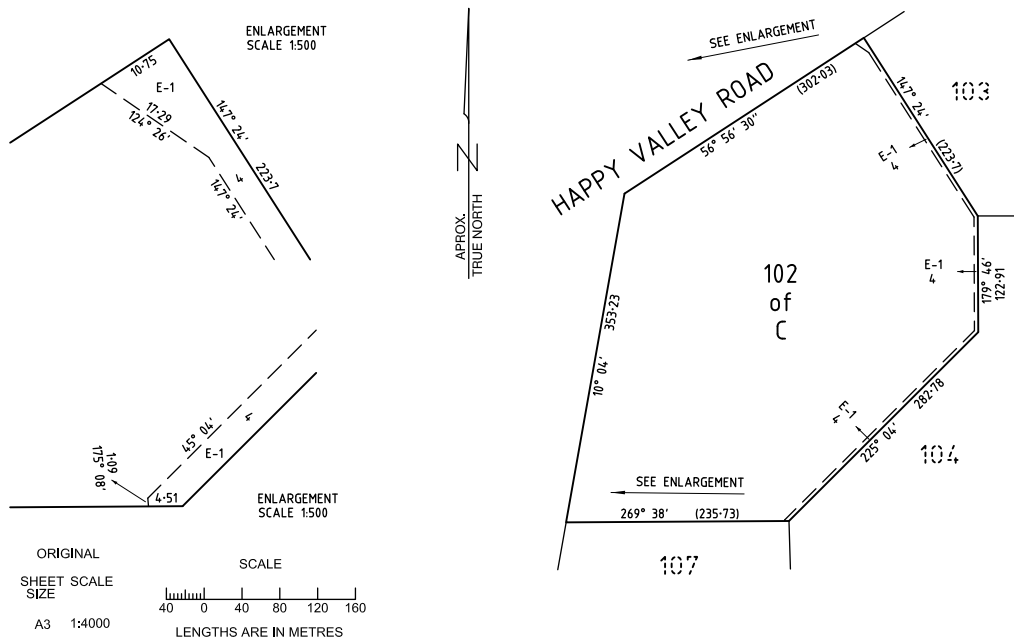
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741–759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 08761 Folio 790 and being the area marked 'E-1' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011

Signed by Ron Leamon )  
 for and on behalf of )  
 Lower Murray Urban and Rural Water Corporation )

RON LEAMON  
 Managing Director

Land Acquisition and Compensation Act 1986

FORM 7

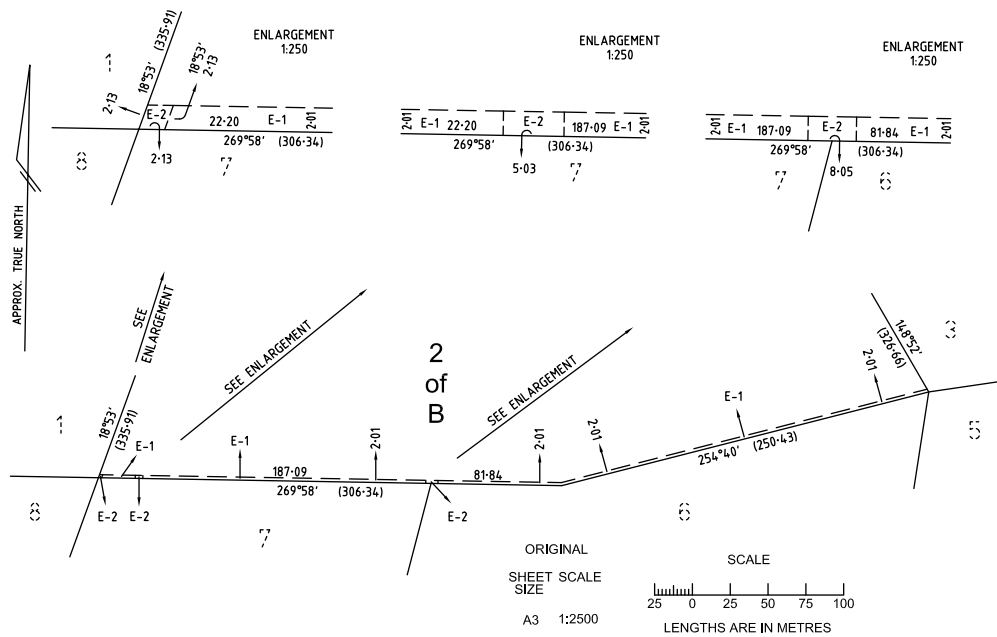
S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741–759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 08821 Folio 718 and being the area marked 'E-1' and 'E-2' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011

Signed by Ron Leamon )  
for and on behalf of )  
Lower Murray Urban and Rural Water Corporation )

RON LEAMON  
Managing Director

**Land Acquisition and Compensation Act 1986**

FORM 7

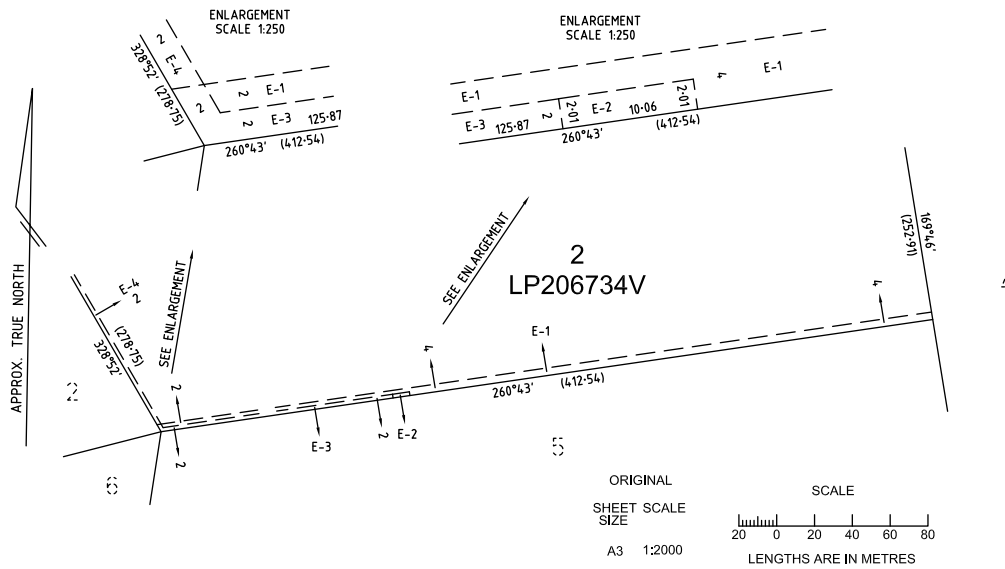
S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741–759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 09740 Folio 061 and being the area marked 'E-1', 'E-2' and 'E-3' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011

Signed by Ron Leamon )  
for and on behalf of )  
Lower Murray Urban and Rural Water Corporation )

RON LEAMON  
Managing Director



Land Acquisition and Compensation Act 1986

FORM 7

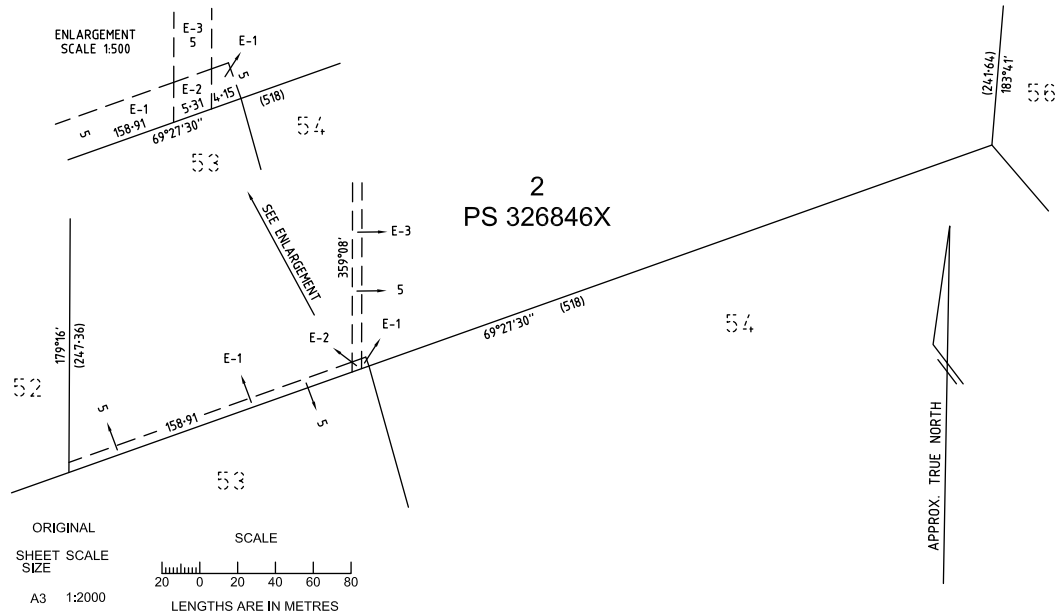
S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741-759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 10487 Folio 336 and being the area marked 'E-1' and 'E-2' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011

Signed by Ron Leamon )  
for and on behalf of )  
Lower Murray Urban and Rural Water Corporation )

RON LEAMON  
Managing Director

**Land Acquisition and Compensation Act 1986**

FORM 7

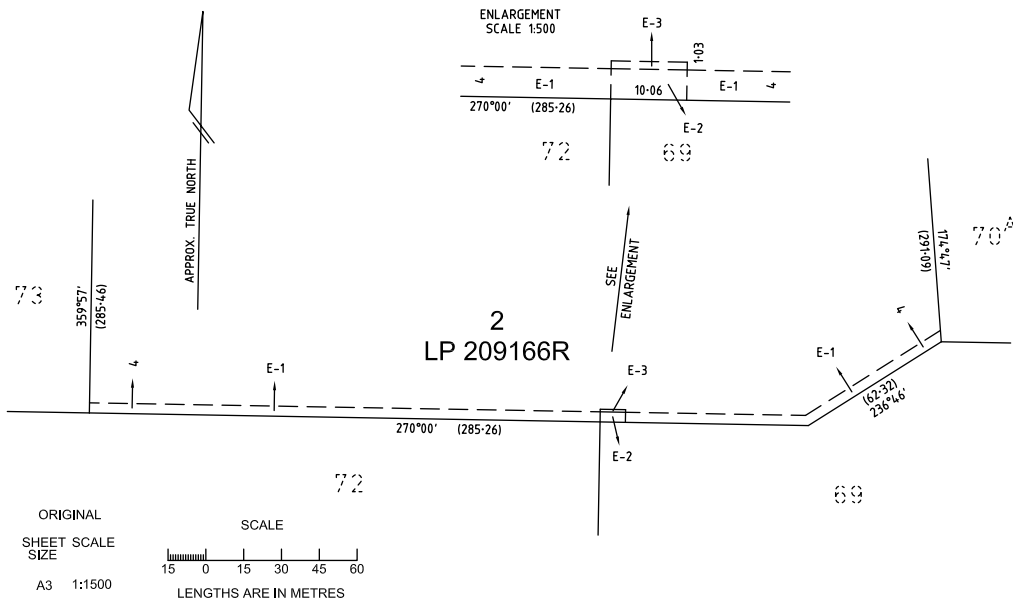
S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741-759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 09778 Folio 446 and being the area marked 'E-1' and 'E-2' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011

Signed by Ron Leamon )  
for and on behalf of )  
Lower Murray Urban and Rural Water Corporation )

RON LEAMON  
Managing Director

Land Acquisition and Compensation Act 1986

FORM 7

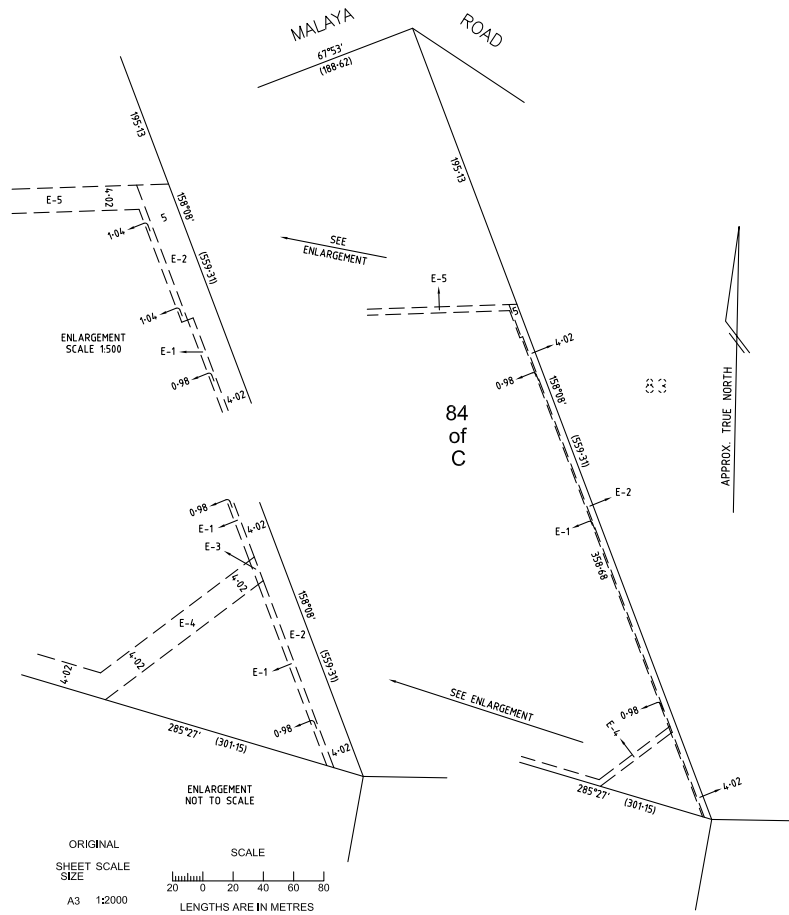
S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741-759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 09429 Folio 288 and being the area marked 'E-1', 'E-2' and 'E-3' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011

Signed by Ron Leamon )  
for and on behalf of )  
Lower Murray Urban and Rural Water Corporation )

RON LEAMON  
Managing Director

**Land Acquisition and Compensation Act 1986**

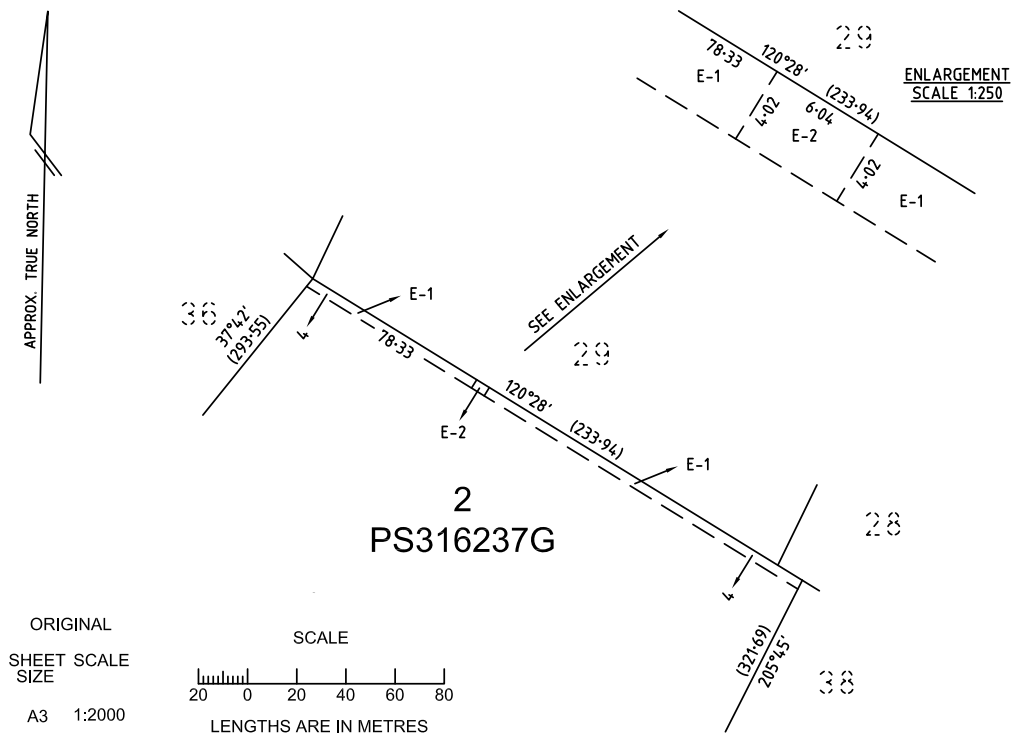
FORM 7

S. 21(a)  
Reg. 16

Notice of Acquisition  
Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741-759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 10128 Folio 464 and being the area marked 'E-1' and 'E-2' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011  
Signed by Ron Leamon )  
for and on behalf of )  
Lower Murray Urban and Rural Water Corporation )

RON LEAMON  
Managing Director

**Land Acquisition and Compensation Act 1986**

FORM 7

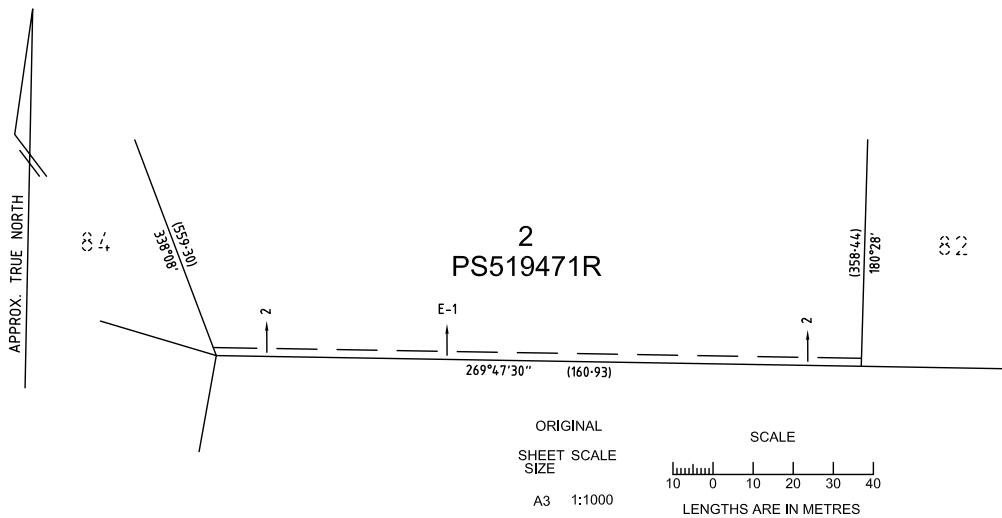
S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741–759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 10806 Folio 352 and being the area marked 'E-1' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011  
Signed by Ron Leamon )  
for and on behalf of )  
Lower Murray Urban and Rural Water Corporation )

RON LEAMON  
Managing Director

**Land Acquisition and Compensation Act 1986**

FORM 7

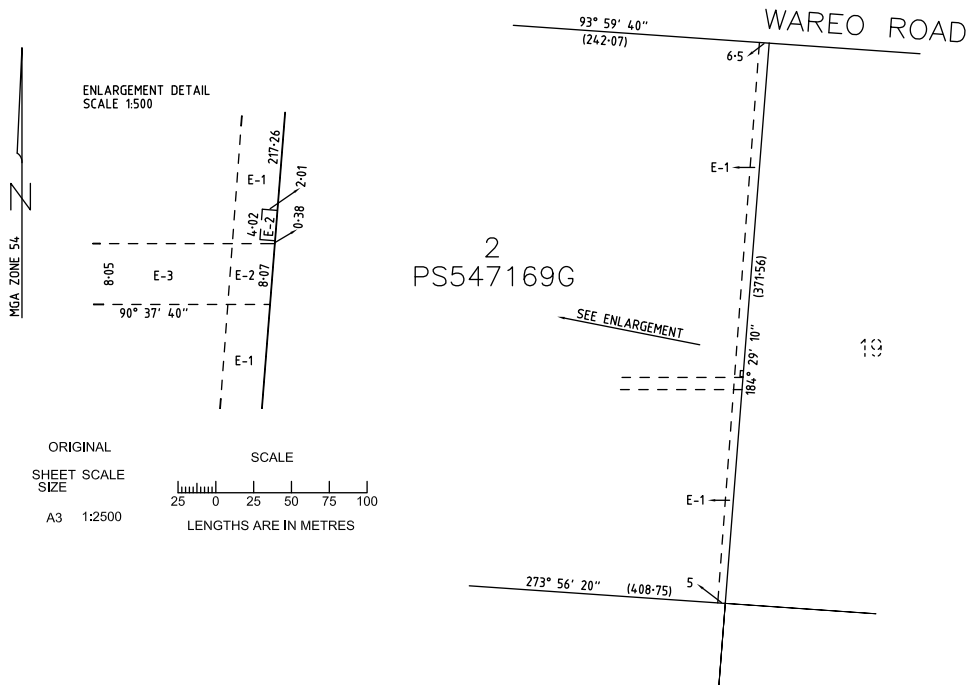
S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741-759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 10978 Folio 373 and being the area marked 'E-1' and 'E-2' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011  
Signed by Ron Leamon )  
for and on behalf of )  
Lower Murray Urban and Rural Water Corporation )

RON LEAMON  
Managing Director

Land Acquisition and Compensation Act 1986

FORM 7

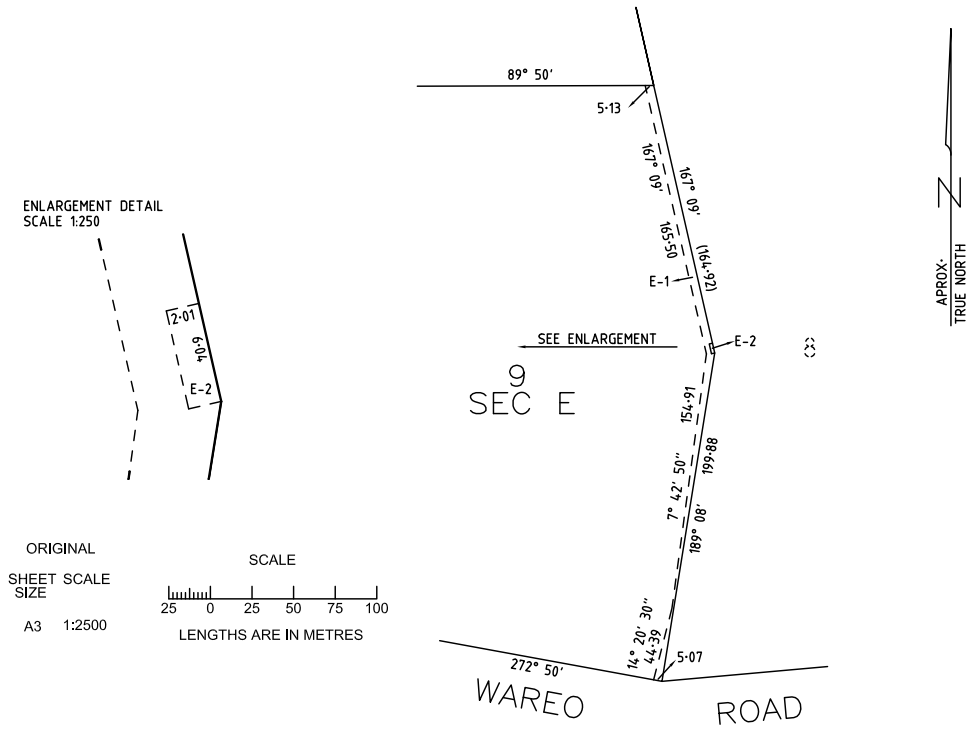
S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741-759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 09205 Folio 369 and being the area marked 'E-1' and 'E-2' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011  
Signed by Ron Leamon )  
for and on behalf of )  
Lower Murray Urban and Rural Water Corporation )

RON LEAMON  
Managing Director

**Land Acquisition and Compensation Act 1986**

FORM 7

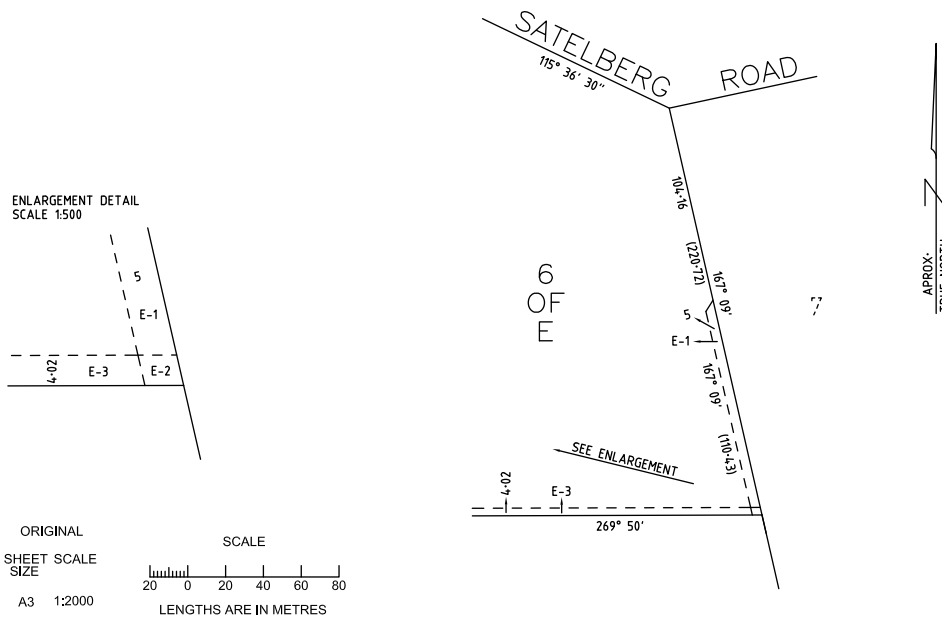
S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741-759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 09011 Folio 065 and being the area marked 'E-1' and 'E-2' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011

Signed by Ron Leamon )  
for and on behalf of )  
Lower Murray Urban and Rural Water Corporation )

RON LEAMON  
Managing Director



**Land Acquisition and Compensation Act 1986**

FORM 7

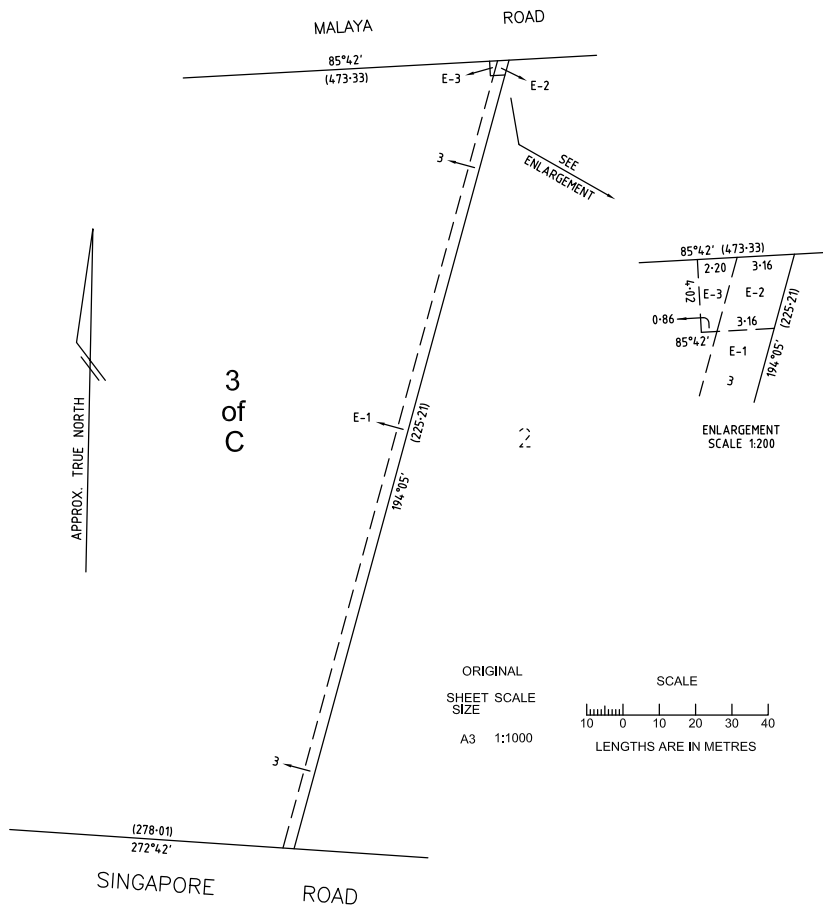
S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741–759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 08560 Folio 830 and being the area marked 'E-1' and 'E-2' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011

Signed by Ron Leamon )  
for and on behalf of )  
Lower Murray Urban and Rural Water Corporation )

RON LEAMON  
Managing Director

**Land Acquisition and Compensation Act 1986**

FORM 7

S. 21(a)

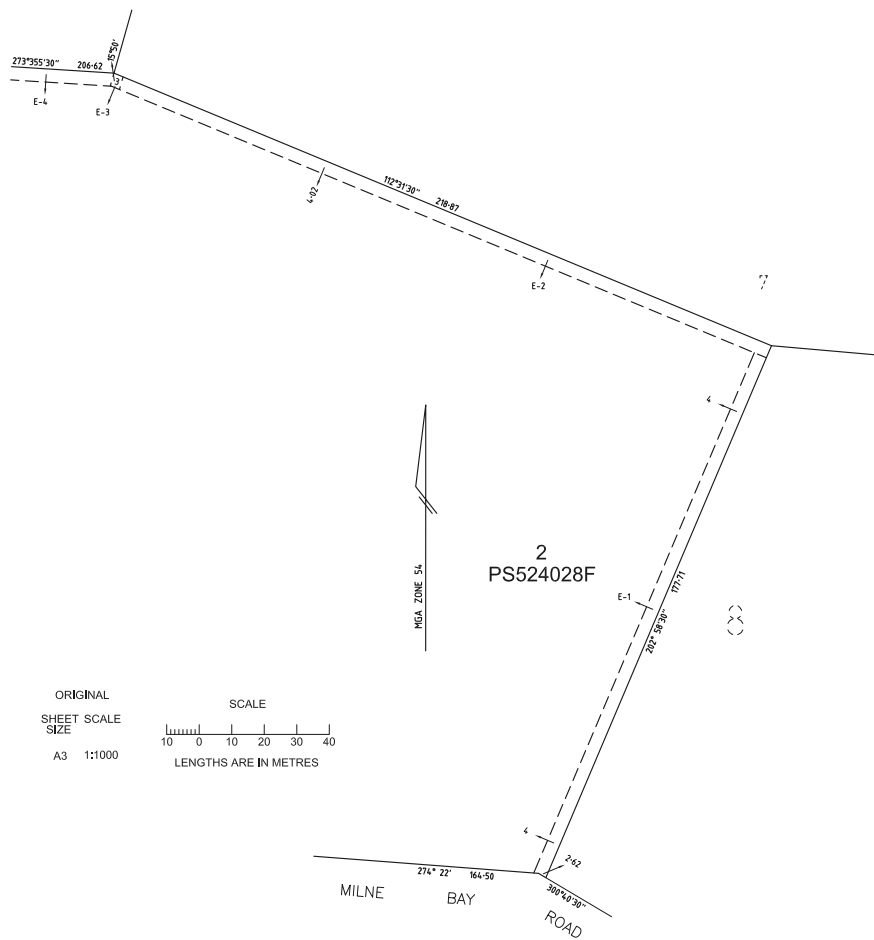
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741–759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 10822 Folio 423 and being the area marked 'E-1', 'E-2' and 'E-3' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011

Signed by Ron Leamon )  
 for and on behalf of )  
 Lower Murray Urban and Rural Water Corporation )

RON LEAMON  
 Managing Director

Land Acquisition and Compensation Act 1986

FORM 7

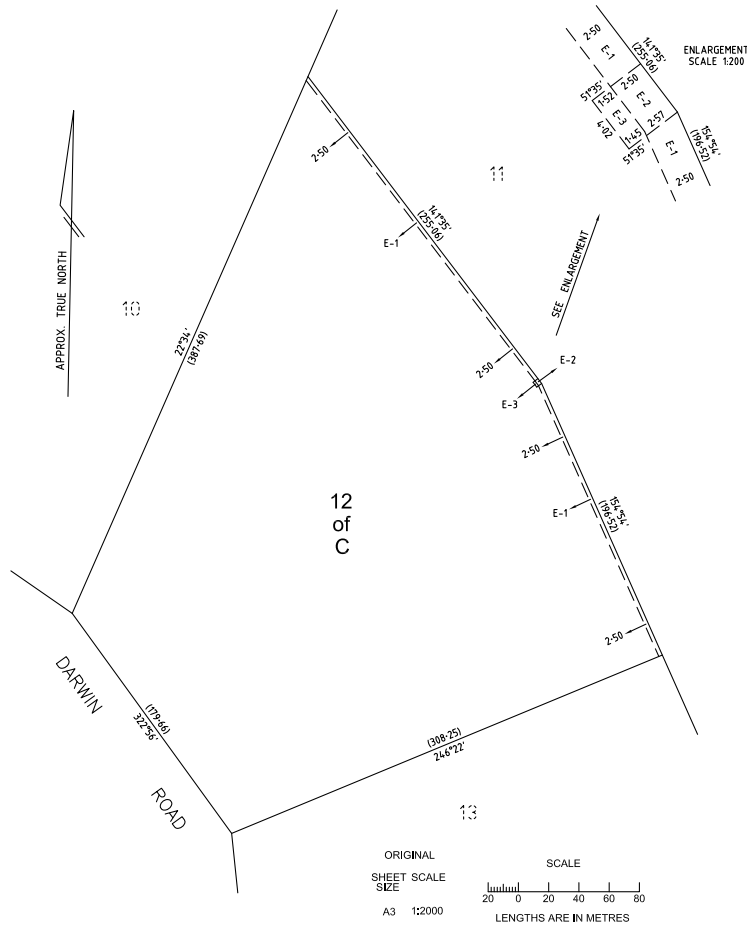
S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741-759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 09807 Folio 388 and being the area marked 'E-1' and 'E-2' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011

Signed by Ron Leamon )  
for and on behalf of )  
Lower Murray Urban and Rural Water Corporation )

RON LEAMON  
Managing Director

**Land Acquisition and Compensation Act 1986**

**FORM 7**

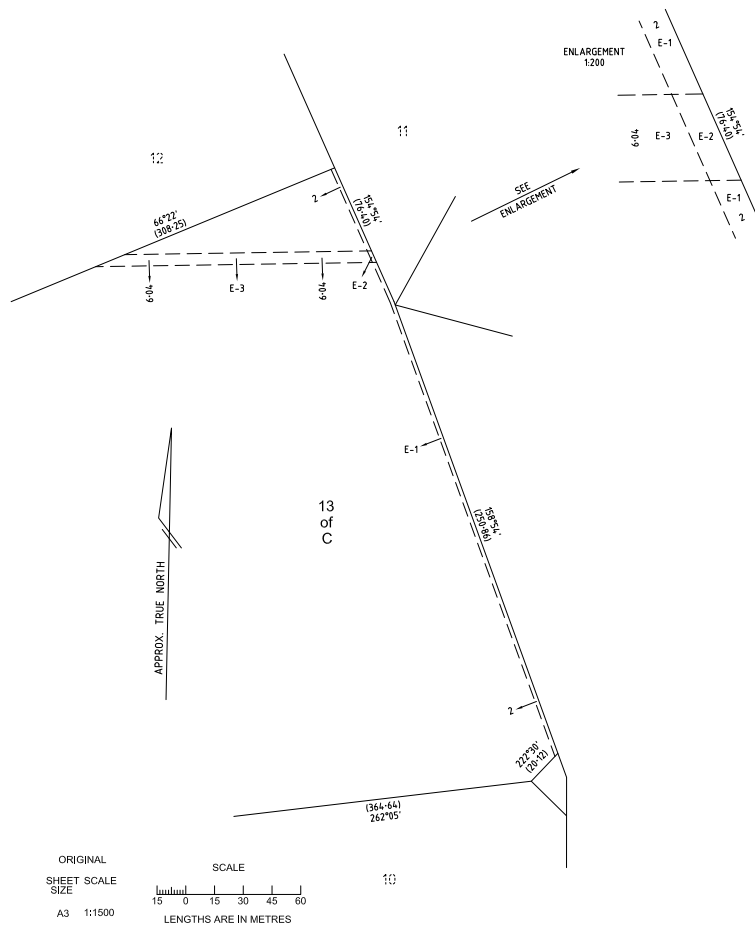
S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Lower Murray Urban and Rural Water Corporation of 741–759 Fourteenth Street, Mildura, Victoria 3500, declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 09533 Folio 717 and being the area marked 'E-1' and 'E-2' on the plan for creation of easement which is annexed hereto.



Dated 17 February 2011

Signed by Ron Leamon )  
for and on behalf of )  
Lower Murray Urban and Rural Water Corporation )

**RON LEAMON**  
Managing Director

**Liquor Control Reform Act 1998**

## LIQUOR LICENSING POLL

## Camberwell Neighbourhood

The Director of Liquor Licensing has received an application for an on-premises licence for Caffè Moravia, 662 Burke Road, Camberwell. As the application for a licence is in a 'dry area', the Director of Liquor Licensing, pursuant to clause 17 of Schedule 3 of the **Liquor Control Reform Act 1998**, has ordered a poll of electors in the neighbourhood surrounding the above premises. The Director of Liquor Licensing determines this neighbourhood. The Victorian Electoral Commission (VEC) will conduct the poll entirely by post.

1. The neighbourhood indicated by the Director of Liquor Licensing for the Caffè Moravia licensing poll comprises the neighbourhood on the map below:



2. The resolution to be submitted to the electors  
Electors in the Camberwell neighbourhood for the Caffè Moravia licensing poll will be asked to vote 'yes' or 'no' with respect to the following resolution:  
'That an on-premises licence be granted in the neighbourhood of the premises situated at 662 Burke Road, Camberwell.'
3. Persons entitled to vote at the poll  
All electors who reside within the neighbourhood indicated, and who were enrolled on the electoral roll used for State elections at 5.00 pm on Thursday 13 January 2011, must vote in the poll. Copies of the official roll for the poll may now be inspected at the Victorian Electoral Commission, Level 8, 505 Little Collins Street, Melbourne.
4. Voting is compulsory  
Electors enrolled in the licensing poll neighbourhood as of 5.00 pm on Thursday 13 January 2011 are obliged to vote. The penalty for failing to vote without a valid and sufficient reason is currently \$60.00.
5. Postal voting  
The poll will be conducted entirely by post. Ballot papers will be mailed to all eligible electors from Tuesday 1 March 2011. To be included in the count, ballot papers must be received by the VEC by 5.00 pm on Monday 21 March 2011.
6. Early voting  
If you will be away when the ballot packs are mailed out, please call 9299 0560 to arrange an early postal vote.

PHILLIPPA HESKETT  
Election Manager

### Offshore Petroleum And Greenhouse Gas Storage Act 2006

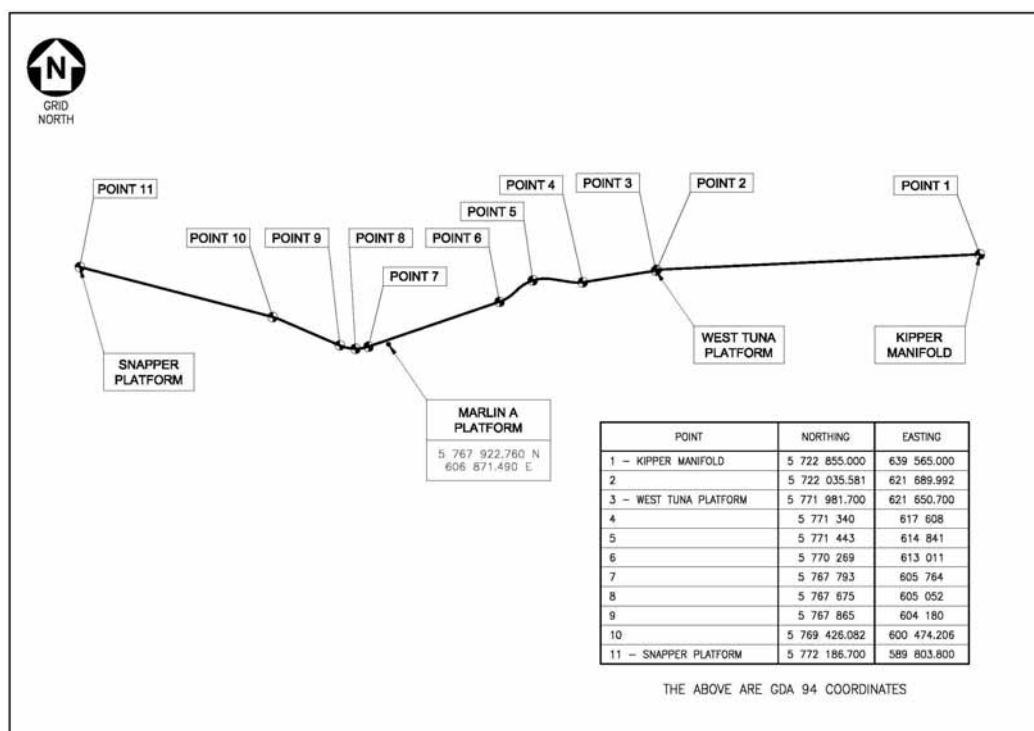
#### COMMONWEALTH OF AUSTRALIA

#### Prohibition of Entry into a Safety Zone – Kipper Tuna Turrum Pipelines (VIC/PL39, VIC/PL40 and VIC/PL41)

I, Terry McKinley, Manager Petroleum Operations Safety and Environment of Department of Primary Industries of Victoria, pursuant to section 616 of the **Offshore Petroleum and Greenhouse Gas Storage Act 2006**, hereby prohibit all vessels other than vessels under the control of the registered holders of Pipeline Licences VIC/PL39, VIC/PL40 and VIC/PL41, and vessels operated by authorised persons who are exercising powers under section 615(1) of Division 1 of Part 6.6 of the above Act from entering or remaining in the area of the safety zone without the consent in writing from the Victorian Minister for Energy and Resources in accordance with the above Act.

This safety zone:

- extends to a distance of 500 metres measured from each point of the outer edge of vessels ‘DB 30’ and ‘Miclyn Endurance’;
- exists at the actual position of the vessels ‘DB 30’ and ‘Miclyn Endurance’ while travelling along the coordinates shown below;
- is in force commencing on 1 March 2011 and is to expire on 30 April 2011.



The vessels are expected to progress along the coordinates (while laying the pipe) as follows:

- commencing at coordinate 621 650.700E and 5 771 981.700N (West Tuna platform) to coordinate 639 565.000E and 5 722 855.00N (Kipper manifold) for the installation of two pipelines (northern and southern), each laid separately requiring this path to be followed twice;
- re-starting at coordinate 621 650.700E and 5 771 981.700N (West Tuna platform) to coordinate 606 871.490E and 5 767 922.760N (Marlin A platform) and continuing through to coordinate 589 803.800E and 5 772 186.700N (Snapper platform) for the installation of single pipelines

Where an unauthorised vessel enters or remains in the above safety zone, the owner or the master of the vessel is guilty of an offence against section 616 of the Act and are punishable, upon conviction, by imprisonment for a term of:

- 15 years if the breach is determined as intentional.
- 12.5 years if the breach is determined as recklessness.
- 10 years if the breach is determined as negligence.
- 5 years if the breach is determined as an offence of strict liability.

Dated 10 February 2011

TERRY McKINLEY  
Manager Petroleum Operations Safety and Environment  
Delegate of the Designated Authority

### Private Agents Act 1966

#### NOTICE OF RECEIPT OF APPLICATIONS FOR LICENCES UNDER THE PROVISIONS OF THE **PRIVATE AGENTS ACT 1966**

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

Any person desiring to object to any of such applications must –

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

<i>Full Name of Applicant or in the case of a Firm or Corporation, of the Nominee</i>	<i>Address for Registration</i>	<i>Type of Licence</i>	<i>Date of Hearing</i>
Paul Trevor Crozier	1A The Ridge, Knoxfield 3180	Commercial Agents Licence	7 March 2011

Dated at Ringwood 11 February 2011

BRUCE HAMILTON  
Deputy Registrar  
Magistrates' Court of Victoria

**Plant Health and Plant Products Act 1995****ORDER DECLARING A RESTRICTED AREA AT WOODLANDS EAST FOR THE CONTROL OF QUEENSLAND FRUIT FLY**

I, Peter Walsh, Minister for Agriculture and Food Security, under section 20 of the **Plant Health and Plant Products Act 1995** make the following Order declaring a restricted area for the control of Queensland Fruit Fly and specifying the prohibitions, restrictions and requirements which are to operate in the restricted area.

Dated 8 February 2011

PETER WALSH MLA  
Minister for Agriculture and Food Security

**1. Objective**

The objective of this Order is to declare a restricted area for the control of Queensland Fruit Fly at Woodlands East, and to specify the prohibitions, restrictions and requirements which are to operate in the restricted area.

**2. Authorising provisions**

This Order is made under section 20 of the **Plant Health and Plant Products Act 1995**.

**3. Definition**

In this Order –

‘**accreditation program**’ means any program under which a person is permitted to issue an assurance certificate, including any procedures available under the Interstate Certification Assurance (ICA) Scheme;

‘**Act**’ means the **Plant Health and Plant Products Act 1995**;

‘**authorised person**’ means a person authorised by the Department of Primary Industries;

‘**inspector**’ means a person authorised as an inspector under the Act;

‘**Manager Plant Standards**’ means the person for the time being occupying or acting in the position of Manager, Plant Standards in the Department of Primary Industries;

‘**Queensland Fruit Fly**’ means the exotic pest *Bactrocera tryoni* (Froggatt); and

‘**Queensland Fruit Fly host material**’ means any fruit or vegetable listed in Schedule 1.

**4. Restricted area for the control of Queensland Fruit Fly**

The restricted area for the control of Queensland Fruit Fly is declared to be the area described in Schedule 2.

**5. Prohibitions, restrictions and requirements**

- (1) The removal from the restricted area into any part of Victoria of any Queensland Fruit Fly host material is prohibited.
- (2) Subclause (1) does not apply if the Queensland Fruit Fly host material is –
  - (a) packed, labelled and certified in accordance with any conditions prescribed by an accreditation program, administered by the Department of Primary Industries; or
  - (b) accompanied by a plant health declaration issued by an authorised person declaring that the host material has been treated in a manner approved by the Manager Plant Standards; or
  - (c) accompanied by a plant health certificate issued by an inspector certifying that the host material has been treated in a manner approved by the Manager Plant Standards.



- (3) The owners and occupiers of land described in Schedule 3 must give an inspector access to such land for the purposes of inspection, deployment of any lures or traps, application of any treatment or performance of any other actions which are necessary for the eradication or prevention of spread of the pest.
- (4) The owners and occupiers of land described in Schedule 3 must, on instruction from an inspector, strip Queensland Fruit Fly host materials from plants, collect and dispose of waste material, or treat the material in a manner approved by the Manager Plant Standards.

#### 6. Verification of Consignments

Any Queensland Fruit Fly host material removed from the restricted area in accordance with clause 5(2), and the accompanying certificate or declaration, must be:

- (1) presented to an inspector for inspection; or
- (2) verified by a person accredited to do so by the Department of Primary Industries.

#### Schedule 1

Abiu	Eggplant	Nectarine
Acerola	Feijoa	Orange
Apple	Fig	Passionfruit
Apricot	Goji Berry	Pawpaw
Avocado	Granadilla	Peach
Babaco	Grape	Peacharine
Banana	Grapefruit	Pear
Black Sapote	Grumichama	Pepino
Blackberry	Guava	Persimmon
Blueberry	Hog Plum	Plum
Boysenberry	Jaboticaba	Plumcot
Brazil Cherry	Jackfruit	Pomegranate
Breadfruit	Jew Plum	Prickly Pear
Caimito (Star Apple)	Ju Jube	Pummelo
Cape Gooseberry	Kiwifruit	Quince
Capsicum	Lemon	Rambutan
Carambola (Starfruit)	Lime	Raspberry
Cashew Apple	Loganberry	Rollinia
Casimiroa (White Sapote)	Longan	Santol
Cherimoya	Loquat	Sapodilla
Cherry	Lychee	Shaddock
Chilli	Mandarin	Soursop
Citron	Mango	Strawberry
Cocoa Berry	Mangosteen	Sweetsop (Sugar Apple)
Cumquat	Medlar	Tamarillo
Custard Apple	Miracle Fruit	Tangelo
Date	Mulberry	Tomato
Durian	Nashi	Wax Jambu (Rose Apple)

### Schedule 2

The area of land in Victoria bounded by a line commencing at the intersection of the Murray Valley Highway and Goughs Lane, then in a northerly direction along Goughs Lane to the Murray River, then in a generally north-westerly direction along the Murray River to the intersection of the Murray River and Ramsays Road, then in a southerly direction along Ramsays Road to the intersection of Ramsays Road and W Wrights Road, then in a westerly direction along W Wrights Road to the intersection of W Wrights Road and Nevins Road, then in a southerly direction along Nevins Road, which becomes McPhersons Road West, then Quinn Road to the intersection of Quinn Road and Quinane Road, then in an easterly direction along Quinane Road to the intersection of Quinane Road and Forges Road, then in a southerly direction along Forges Road to the intersection of Forges Road and Telford–Tungamah Road, then in an easterly direction along Telford–Tungamah Road to the intersection of Telford–Tungamah Road and Prescott Road, then in a southerly direction along Prescott Road to the intersection of Prescott Road and Mallon Road, then in an easterly direction along Mallon Road, which becomes Cavanaghs Road to the intersection of Cavanaghs Road and Kilmarnock Road, then in a southerly direction along Kilmarnock Road to the intersection of Kilmarnock Road and Jeffcotts Road, then in an easterly direction along Jeffcotts Road, which becomes Hargreaves Road, then Bonds Road to the intersection of Bonds Road and Boomahnoomoonah East Road, then in a northerly direction along Boomahnoomoonah East Road to the intersection of Boomahnoomoonah East Road and Geodetic Road, then in an easterly direction along Geodetic Road to the intersection of Geodetic Road and Lanes Road, then in a northerly direction along Lanes Road to the intersection of Lanes Road and Chapel Road, then in an easterly direction along Chapel Road to the intersection of Chapel Road and Wangaratta–Yarrowonga Road, then in a northerly direction along Wangaratta–Yarrowonga Road to the intersection of Wangaratta–Yarrowonga Road and the Murray Valley Highway, then in and along the Murray Valley Highway to the point of commencement.

### Schedule 3

The area of land in Victoria within a radius of one and a half kilometres of the outbreak epicentre at 146.04870° East, 36.00870° South.

Note: Section 21 of the **Plant Health and Plant Products Act 1995** provides that a person is guilty of an offence and liable for a penalty not exceeding 50 penalty units in the case of a natural person, and 100 penalty units in the case of a body corporate for moving any host material from a restricted area contrary to any restrictions, unless authorised to do so by a permit issued by an Inspector.

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**Road Safety Act 1986**

## SECTION 65A – IMPROPER USE OF A MOTOR VEHICLE

Exemption for Persons Participating in an Event or Function at Winton Motor Raceway

**1. Purpose**

The purpose of this notice is to exempt persons who participate in functions or events at the Winton Motor Raceway, located at Fox Street, Winton, Victoria 3673, from the offence of deliberate loss of traction contained in section 65A(1) of the **Road Safety Act 1986**.

**2. Authorising provision**

This notice is made under section 65A(3)(b) of the **Road Safety Act 1986**.

Subsection 65A(1) of the **Road Safety Act 1986** provides that a person must not drive a motor vehicle in a manner which causes the motor vehicle to undergo loss of traction by one or more of its wheels. It is a defence, under subsection 65A(2) of the **Road Safety Act 1986**, for the accused to prove that he or she had not intentionally caused the alleged loss of traction.

Subsection 65A(3) of the **Road Safety Act 1986** empowers the Minister to declare, by notice published in the Government Gazette, that subsection (1) does not apply to persons while those persons are participating in –

- (a) a function or event, or a type of function or event, specified in the declaration and conducted on land specified in the declaration; or
- (b) an event or function at a motor sport venue specified in the declaration.

**3. Commencement**

This notice comes into operation on the day of its publication in the Government Gazette.

**4. Expiry**

This notice expires on a day that is ten years after the day of its commencement.

**5. Declaration**

For the purposes of section 65A(3)(b) of the **Road Safety Act 1986**, I, Terry Mulder MP, Minister for Roads, declare that section 65A(1) of the **Road Safety Act 1986** does not apply to a person while that person is participating in a function or event being conducted at the Winton Motor Raceway, provided that all safety and other requirements, as determined by the function or event organiser, are complied with.

Dated 19 January 2011

TERRY MULDER MP  
Minister for Roads

**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 a cycling criterium, fun run and triathlon events known as the Geelong Multi Sport Festival, 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 Geelong Multi Sport Festival to be conducted between 18 February 2011 and 20 February 2011;
  - ‘**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.

ROAD SUBJECT TO THIS DECLARATION AS PART OF THE EVENT ONCE THE ROADS ARE DECLARED CLOSED BY THE EVENT ORGANISER.

**Schedule**

STAGE AND TIME	ROADS SUBJECT TO THIS DECLARATION AS PART OF THE EVENT
Friday 18 February 2011	Bell Parade between Rippleside Park Drive and The Esplanade The Esplanade between Bell Parade and Western Beach Road Western Beach Road between The Esplanade and Eastern Beach Road Eastern Beach Road between Western Beach Road and Richie Boulevard Richie Boulevard
Saturday 19 February 2011	Bell Parade between Rippleside Park Drive and The Esplanade The Esplanade between Bell Parade and Western Beach Road Western Beach Road between The Esplanade and Eastern Beach Road Eastern Beach Road between Western Beach Road and Richie Boulevard Richie Boulevard Bellerine Street between Brougham Street and Eastern Beach Road Brougham Street Bellerine Street and Moorabool Street Moorabool Street between Brougham Street and Eastern Beach Road

STAGE AND TIME	ROADS SUBJECT TO THIS DECLARATION AS PART OF THE EVENT
Sunday 20 February 2011	Rippleside Park Drive between Liverpool Street and Bell Parade Bell Parade between Rippleside Park Drive and The Esplanade The Esplanade between Bell Parade and Western Beach Road Western Beach Road between The Esplanade and Eastern Beach Road Eastern Beach Road between Western Beach Road and Richie Boulevard Richie Boulevard Bellerine Street between Richie Boulevard and Upper Eastern Beach Road Upper Eastern Beach Road between Bellerine Street and Hearne Parade Podbury Drive between Hearne Parade and Eastern Park Circuit Eastern Park Circuit between Podbury Drive and Holt Road Holt Road between Eastern Park Circuit and Geelong–Portarlington Road Geelong–Portarlington Road between Normanby Street East Geelong to Hermsley Road Curlewis Point Henry Road between Geelong–Portarlington Road and the unsealed section of the road.

STEVE BROWN  
Executive Director Regional Services  
VicRoads  
Delegate for the Minister for Roads and Ports

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**Planning and Environment Act 1987**

## GLEN EIRA PLANNING SCHEME

Notice of Approval of Amendment  
Amendment C85

The Minister for Planning has approved Amendment C85 to the Glen Eira Planning Scheme.

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

The Amendment:

- rezones 15–37 Highview Road, Bentleigh East, from Business 1 to Residential 1 Zone;
- rezones a small portion of 3 May Street, Elsternwick, from Mixed Use to Residential 1 Zone;
- rezones 699–701 Warrigal Road, Bentleigh East, from part Business 1 and part Residential 1 to a Business 1 Zone; and
- amends Map 2 on page 4 of the Housing Diversity Area Policy at Clause 22.07 to include the entire site at 699–701 Warrigal Road in the Housing Diversity Area (local centre).

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours, at the offices of the Glen Eira City Council, corner Hawthorn and Glen Eira Roads, Caulfield South, Victoria.

PETER ALLEN  
Executive Director  
Statutory Planning Systems Reform  
Department of Planning and  
Community Development

**Planning and Environment Act 1987**

## GREATER GEELONG PLANNING SCHEME

Notice of Approval of Amendment  
Amendment C237

The Minister for Planning has approved Amendment C237 to the Greater Geelong Planning Scheme.

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

The Amendment changes Schedule 2 to the Comprehensive Development Zone by extending the expiry date for commencement of development of the Rippleside Quay site, North Geelong, until 30 January 2013.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours, at the offices of the Greater Geelong City Council, 131 Myers Street, Geelong 3220.

PETER ALLEN  
Executive Director  
Statutory Planning Systems Reform  
Department of Planning and  
Community Development

**Planning and Environment Act 1987**

## HORSHAM PLANNING SCHEME

Notice of Amendment  
Amendment C49

The Minister for Planning has approved Amendment C49 to the Horsham Planning Scheme.

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

The Amendment deletes the following land from the Horsham Planning Scheme:

- Lots 1, 2 and 3, TP 898242, Rocklands Road, Balmoral;
- Lots 1 and 2 TP 100549, Lot 1 TP 877259, 786 Rocklands Road, Rocklands;
- Lot 3, PS 330238, Rocklands Road, Rocklands;
- Lot 4, PS 330238, 1250 Rocklands Road, Rocklands;
- Lot 1, PS 401257, Rocklands–Cherry pool Road, Rocklands;
- Lot 2, PS 401257, Rocklands–Cherry pool Road, Rocklands;
- Crown Allotment 33A, 33D, 33E and 33H, Parish of Yat Nat, Rocklands;
- Crown Allotment 49B and 49C, Parish of Yat Nat, Rocklands; and
- 90 Glendinning Road, Rocklands, Parish of Woohlpooer.

The Amendment also applies the Public Conservation and Resource Zone to Part Crown Allotment 49A, Parish of Yat Nat, Rocklands.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours, at the offices of the Horsham Rural City Council, Civic Centre, Robert Avenue, Horsham.

PETER ALLEN  
Executive Director  
Statutory Planning Systems Reform  
Department of Planning and  
Community Development

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**Planning and Environment Act 1987**

MOONEE VALLEY PLANNING SCHEME  
Notice of Approval of Amendment

Amendment C90 Part 1

The Minister for Planning has approved Amendment C90 Part 1 to the Moonee Valley Planning Scheme.

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

The Amendment revises the Municipal Strategic Statement, revises the Local Planning Policy Framework, introduces various rezonings and overlay changes and updates General Provision schedules.

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

PETER ALLEN  
Executive Director  
Statutory Planning Systems Reform  
Department of Planning and  
Community Development

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**Planning and Environment Act 1987**

SOUTHERN GRAMPPIANS  
PLANNING SCHEME

Notice of Amendment

Amendment C17

The Minister for Planning has approved Amendment C17 to the Southern Grampians Planning Scheme.

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

The Amendment corrects mapping errors affecting certain land in the Rocklands area along the municipal boundary with Horsham Rural City Council.

The Amendment includes and correctly zones the following land in the Southern Grampians Planning Scheme:

- Lots 1, 2 and 3, TP 898242, Rocklands Road, Balmoral;
- Lots 1 and 2 TP 100549, Lot 1 TP 877259, 786 Rocklands Road, Rocklands;
- Lot 3, PS 330238, Rocklands Road, Rocklands;
- Lot 4, PS 330238, 1250 Rocklands Road, Rocklands;
- Lot 1, PS 401257, Rocklands–Cherry pool Road, Rocklands;
- Lot 2, PS 401257, Rocklands–Cherry pool Road, Rocklands;
- Crown Allotment 33A, 33D, 33E and 33H, Parish of Yat Nat, Rocklands;
- Crown Allotment 49B and 49C; Parish of Yat Nat, Rocklands; and
- 90 Glendinning Road, Rocklands, Parish of Woohlpooer.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours, at the offices of the Southern Grampians Shire Council, 111 Brown Street, Hamilton.

PETER ALLEN  
Executive Director  
Statutory Planning Systems Reform  
Department of Planning and  
Community Development

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**Planning and Environment Act 1987**

YARRA RANGES PLANNING SCHEME

Notice of Approval of Amendment

Amendment C106

The Minister for Planning has approved Amendment C106 to the Yarra Ranges Planning Scheme.

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

The Amendment deletes the interim Heritage Overlay from land at 72 Clarke Street and 2 Deschamps Avenue, Lilydale.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours, at the offices of the Yarra Ranges Council at: Lilydale – Anderson Street, Lilydale; Monbulk – 94 Main Street, Monbulk; Healesville – 276 Maroondah Highway, Healesville; Upwey – 40 Main Street, Upwey; and Yarra Junction – Warburton Highway/Hoddle Street, Yarra Junction.

PETER ALLEN  
Executive Director  
Statutory Planning Systems Reform  
Department of Planning and  
Community Development

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## ORDERS IN COUNCIL

### Crown Land (Reserves) Act 1978

#### NOTICE OF INTENTION TO REVOKE TEMPORARY RESERVATIONS

##### Order in Council

The Governor in Council under section 10 of the **Crown Land (Reserves) Act 1978** gives notice of intention to revoke the following temporary reservations:

**DROUIN EAST** – The temporary reservation by Order in Council of 9 January 1979 of an area of 1953 square metres of land being Crown Allotment 3A, Section A, Parish of Drouin East as a site for Public Purposes (State Emergency Service purposes). – (Rs 10501)

**NETHERBY** – The temporary reservation by Order in Council of 10 December 1888 of an area of 8094 square metres of land in Section 3, Township of Netherby, Parish of Warraquil as a site for a State School. – (Rs 3372)

**NETHERBY** – The temporary reservation by Order in Council of 5 October 1926 of an area of 1.214 hectares of land in the Township of Netherby, Parish of Warraquil as a site for a State School, in addition to and adjoining the site temporarily reserved therefor by Order in Council of 10 December 1888, revoked as to part by Order in Council of 23 March 1993 so far as the balance remaining containing 1.075 hectares, more or less. – (Rs 3372)

**KANIVA** – The temporary reservation by Order in Council of 25 November 1924 of an area of 33.55 hectares, more or less, of land in Section 2, Parish of Kaniva as a site for a Race-course and Public Recreation. – (Rs 3019)

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

Dated 15 February 2011

Responsible Minister  
RYAN SMITH MP  
Minister for Environment and  
Climate Change

MATTHEW McBEATH  
Clerk of the Executive Council

### Crown Land (Reserves) Act 1978

#### REVOCATION OF TEMPORARY RESERVATIONS

##### Order in Council

The Governor in Council under section 10 of the **Crown Land (Reserves) Act 1978** revokes the following temporary reservations:

**ARARAT** – The temporary reservation by Order in Council of 16 December 1969 of an area of 8.24 hectares of land in Section 81A, Township of Ararat, Parish of Ararat as a site for State (Technical) School purposes, revoked as to part by Order in Council of 1 June 1999 so far as the balance remaining. – (Rs 9118)

**GELLIBRAND** – The temporary reservation by Order in Council of 22 April 1958 of an area of 8246 square metres of land in the Township of Gellibrand, Parish of Yaughar as a site for State School purposes. – (Rs 7718)

**KALKALLO** – The sites in the Township of Kalkallo [formerly Donnybrook], being sections 33 & 28, each containing 2.023 hectares [5 acres], more or less, set apart for public purposes (gardens) by Order of 26 October 1857. – (Rs 9925)

**LILYDALE** – The temporary reservation by Order in Council of 3 July 1866 of an area of 4047 square metres, more or less, of land formerly being Crown Allotments 7 & 8 of Section 3, Township of Lilydale, Parish of Yering as a site for Police purposes, revoked as to part by various Orders in Council, so far as the balance remaining. – (Rs 1749)

**LILYDALE** – The temporary reservation by Order in Council of 16 July 1974 of an area of 1560 square metres, more or less, of land being Crown Allotment 12 of Section 3, Township of Lilydale, Parish of Yering as a site for Public purposes (Police purposes). – (Rs 1749)

**GOORAMBAT** – The temporary reservation by Order in Council of 28 September 1863 of an area of 4047 square metres, more or less, of land in the Parish of Goorambat (formerly being Allotment 64A, Devil's River district) as a site for Primitive Methodist Church purposes. – (Rs 17092)

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

Dated 15 February 2011

Responsible Minister  
RYAN SMITH MP  
Minister for Environment and  
Climate Change

MATTHEW McBEATH  
Clerk of the Executive Council

**Crown Land (Reserves) Act 1978**  
**TEMPORARY RESERVATION OF**  
**CROWN LANDS**  
 Order in Council

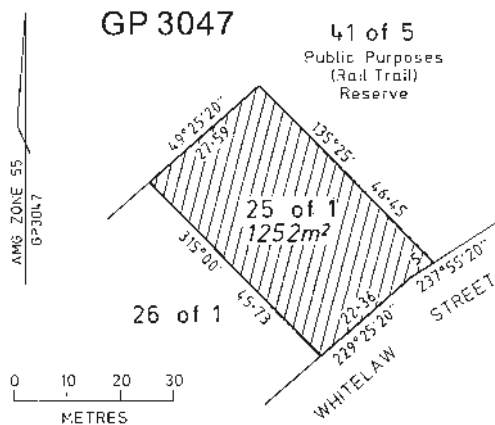
The Governor in Council under section 4(1) of the **Crown Land (Reserves) Act 1978** temporarily reserves the following Crown lands which in his opinion are required for the purposes mentioned:-

**MUNICIPAL DISTRICT OF THE**  
**COLAC-OTWAY SHIRE COUNCIL**

**APOLLO BAY** – Public purposes (Department of Primary Industry purposes); area 1012 square metres being Crown Allotment 6A, Section 4, Township of Apollo Bay, Parish of Krambruk as shown on Title Plan No. TP914676F lodged in the Central Plan Office of the Department of Sustainability and Environment. – (2018929)

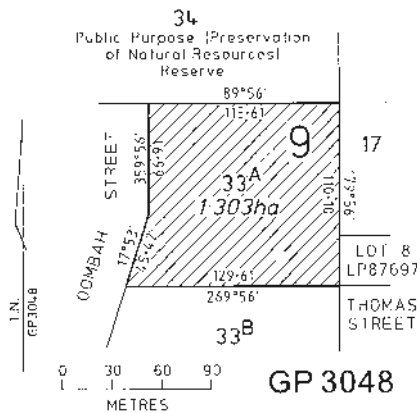
**MUNICIPAL DISTRICT OF THE**  
**SOUTH GIPPSLAND SHIRE COUNCIL**

**MEENIYAN** – Public purposes (Emergency Services purposes); area 1252 square metres, being Crown Allotment 25, Section 1, Township of Meeniyang, Parish of Nerrena as indicated by hatching on plan GP3047 hereunder. – (GP3047) – (15P264121)



**MUNICIPAL DISTRICT OF THE**  
**MILDURA RURAL CITY COUNCIL**

**RED CLIFFS** – Drainage purposes; area 1.303 hectares, being Crown Allotment 33A, Section 9, At Red Cliffs, Parish of Mildura as indicated by hatching on plan GP3048 hereunder. – (GP3048) – (2018700)

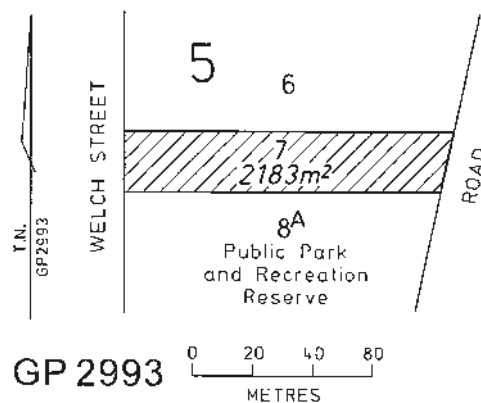


**MUNICIPAL DISTRICT OF THE**  
**CAMPASPE SHIRE COUNCIL**

**RUSHWORTH** – Public Park, total area 5.7 hectares, more or less, being Crown Allotments 12, 12A, 12B, 12C, & 12E, Section A, and Crown Allotment 2003, Township of Rushworth, Parish of Moora as shown hatched on Plan No. LEGL/10-243 lodged in the Central Plan Office of the Department of Sustainability and Environment. – (0606630)

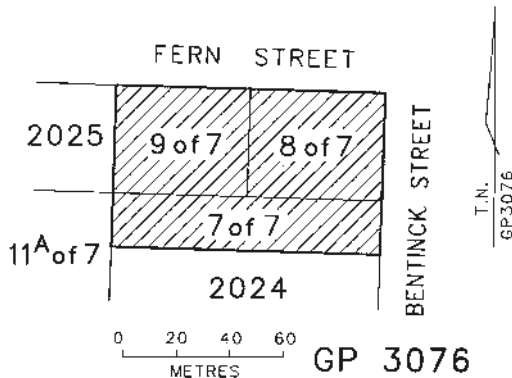
**MUNICIPAL DISTRICT OF THE**  
**MOIRA SHIRE COUNCIL**

**WUNGHNU** – Public Recreation; area 2183 square metres, being Crown Allotment 7, Section 5, Township of Wunghnu, Parish of Drumanure as indicated by hatching on plan GP2993 hereunder. – (GP2993) – (Rs 04435)



**MUNICIPAL DISTRICT OF THE**  
**GLENELG SHIRE COUNCIL**

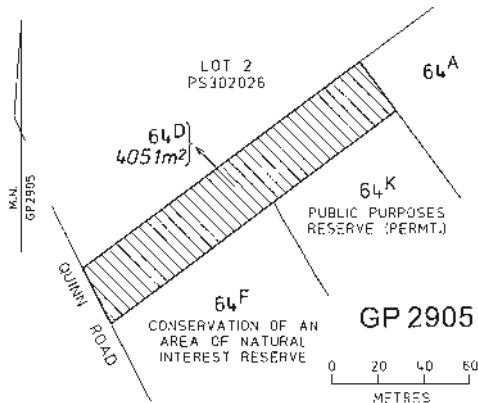
**PORTLAND** – Hospital purposes; being Crown Allotments 7, 8 & 9, Section 7, Township of Portland, Parish of Portland [total area 6070 square metres], as indicated by hatching on plan GP3076 hereunder. – (GP3076) – (0304411)



GP 3076

MUNICIPAL DISTRICT OF THE  
BENALLA RURAL CITY COUNCIL

GOORAMBAT – Conservation of an area of natural interest, area 4051 square metres, being Crown Allotment 64D, Parish of Goorambat as indicated by hatching on plan GP2905 hereunder. – (GP2905) – (092016445)



GP 2905

MUNICIPAL DISTRICT OF THE  
LATROBE CITY COUNCIL

NARRACAN – Public purposes (Rail Trail); Crown Allotment 2028, Parish of Narracan [area 4.8 hectares, more or less] and Crown Allotment 2030, Parish of Narracan [area 3.2 hectares, more or less] as shown hatched on Plan No. LEGL./10-236 lodged in the Central Plan Office of the Department of Sustainability and Environment. – (152006543)

MUNICIPAL DISTRICT OF THE  
WYNDHAM CITY COUNCIL

WERRIBEE – Public purposes, total area 1.5 hectares, more or less, being Crown Allotments 2023 & 2024, Township of Werribee, Parish of Mambourin as shown hatched on Plan No. LEGL./10-253 lodged in the Central Plan Office of the Department of Sustainability and Environment. – (2018357)

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

Dated 15 February 2011

Responsible Minister  
RYAN SMITH MP  
Minister for Environment and  
Climate Change

MATTHEW McBEATH  
Clerk of the Executive Council

**Land Act 1958**

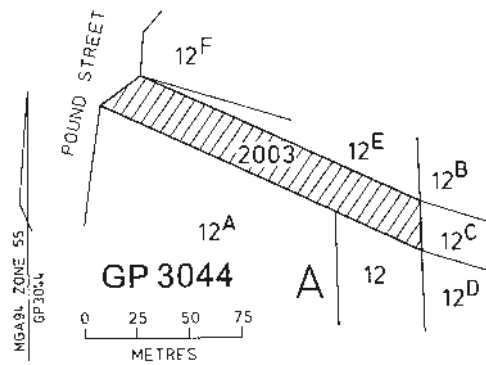
**CLOSURE OF UNUSED ROAD**

Order in Council

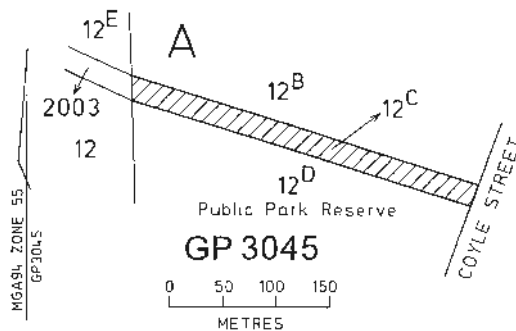
The Governor in Council under section 349 of the **Land Act 1958** and with the concurrence in writing of the municipality in which the road is situated closes the following unused road:

MUNICIPAL DISTRICT OF THE  
CAMPASPE SHIRE COUNCIL

RUSHWORTH – The portions of road in the Township of Rushworth, Parish of Moora being Crown Allotment 2003 as indicated by hatching on plan GP3044 hereunder and Crown Allotment 12C, Section A as indicated by hatching on plan GP3045 hereunder. – (GP3044 & 3045) – (0606630)



GP 3044



GP 3045

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

Dated 15 February 2011

Responsible Minister  
 RYAN SMITH MP  
 Minister for Environment and  
 Climate Change

MATTHEW McBEATH  
 Clerk of the Executive Council

**Land Act 1958**

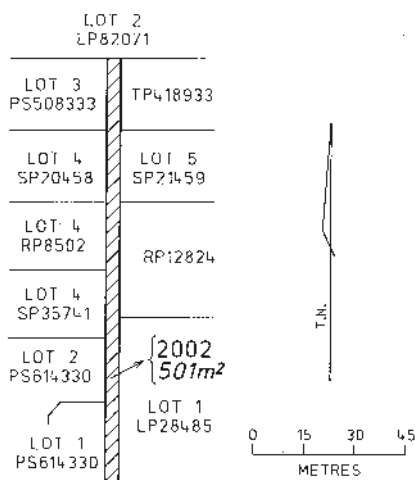
**CLOSURE OF UNUSED ROAD**

Order in Council

The Governor in Council under section 349 of the **Land Act 1958** and with the concurrence in writing of the municipality in which the road is situated closes the following unused road:

**MUNICIPAL DISTRICT OF THE  
 MAROONDAH CITY COUNCIL**

**RINGWOOD** – The road in the Township of Ringwood, Parish of Ringwood being Crown Allotment 2002, as indicated by hatching on plan GP2971 hereunder. – (GP2971) – (12L12/1639)



ALEXANDRA ROAD GP 2971

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

Dated 15 February 2011

Responsible Minister  
 RYAN SMITH MP  
 Minister for Environment and  
 Climate Change

MATTHEW McBEATH  
 Clerk of the Executive Council

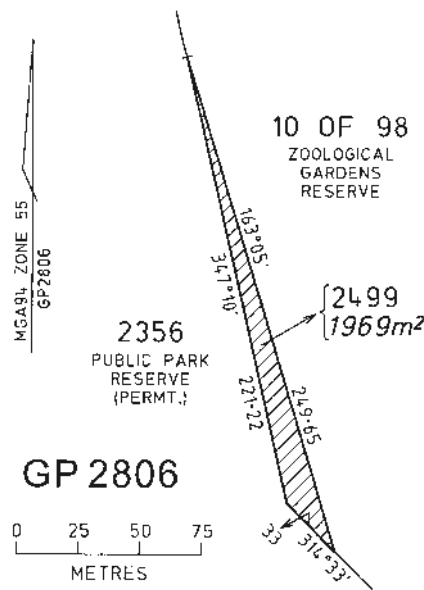
**Zoological Parks and Gardens Act 1995**  
**RESERVED CROWN LAND DECLARED  
 TO BE A ZOOLOGICAL PARK**

Order in Council

The Governor in Council under section 24(1) of the **Zoological Parks and Gardens Act 1995** [the Act] declares to be a zoological park to which this Act applies, the Crown land described in the schedule hereunder:–

**SCHEDULE**

**JIKA JIKA** – Crown Allotment 2499, Parish of Jika Jika [area 1969 square metres] as indicated by hatching on plan GP2806 hereunder and being the land deemed to be temporarily reserved (under section 4(1) of the **Crown Land (Reserves) Act 1978**) as a site for a zoological park pursuant to section 23 of the **Land (Revocation of Reservations and Other Matters) Act 2009**. – (GP2806) – (PO-13913)



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

Dated 15 February 2011

Responsible Minister  
 RYAN SMITH MP  
 Minister for Environment and  
 Climate Change

MATTHEW McBEATH  
 Clerk of the Executive Council

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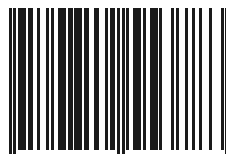


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ISSN 0819-5471



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