



Victoria Government Gazette

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No. G 52 Thursday 27 December 2012

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GENERAL

TABLE OF PROVISIONS

Private Advertisements	
Dissolution of Partnership	
M+L Lawyers	2960
Estates of Deceased Persons	
Alan Ronald Hendy, Ian Raymond Hendy and Nola Allison Chapman	2960
Beck Legal Pty Ltd	2960
Bruce M. Cook & Associates	2960
Donald & Ryan Lawyers	2960
GSM Lawyers	2960
O'Halloran Davis	2961
Rennick & Gaynor	2961
Roberts Beckwith Partners	2961
Stidston Warren Lawyers	2961
Van Lierop Lawyers	2961
White Cleland Pty Ltd	2961
Government and Outer Budget Sector	
Agencies Notices	2963
Obtainables	2982

Advertisers Please Note

As from 27 December 2012

The last Special Gazette was No. 462 dated 24 December 2012.

The last Periodical Gazette was No. 1 dated 14 June 2012.

How To Submit Copy

- See our webpage www.gazette.vic.gov.au
 - or contact our office on 8523 4601
between 8.30 am and 5.30 pm Monday to Friday
-

Copies of recent Special Gazettes can now be viewed at the following display cabinet:

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

**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)
NEW YEAR WEEK 2013**

Please Note:

The Victoria Government Gazette (General) for New Year week (G1/13) will be published on **Thursday 3 January 2013**.

Copy deadlines:

Private Advertisements	9.30 am on Friday 28 December 2012
Government and Outer Budget Sector Agencies Notices	9.30 am on Friday 28 December 2012

Office Hours:

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

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

JENNY NOAKES
Government Gazette Officer

VICTORIA GOVERNMENT GAZETTE

Subscribers and Advertisers

Our contact details are as follows:

Victoria Government Gazette Office
Level 5, 460 Bourke Street
Melbourne, Victoria 3000

PO Box 1957
Melbourne, Victoria 3001

DX 106 Melbourne

Telephone: (03) 8523 4601
Fax: (03) 9600 0478
Mobile (after hours): 0419 327 321

Email: gazette@bluestargroup.com.au
Website: www.gazette.vic.gov.au

JENNY NOAKES
Government Gazette Officer

PRIVATE ADVERTISEMENTS

DISSOLUTION OF PARTNERSHIP

Notice is hereby given that the partnership previously subsisting between The Brian Kimberley Family Trust and The Rick Kimberley Family Trust, managed by Kimberley Investments (Vic.) Pty Ltd (ACN 147 918 241), has been dissolved on and from 27 November 2012.

M+K LAWYERS,
40–42 Scott Street, Dandenong, Victoria 3175.

GORDON GEORGE GILBERT HENDY, late of 1223 Kokoda Road, Naring, in the State of Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 31 May 2011, are required by the trustees, Alan Ronald Hendy of 1223 Kokoda Road, Naring, in the State of Victoria, Ian Raymond Hendy of 260 Lemnos North Road, Lemnos, in the State of Victoria, and Nola Allison Chapman of 156 Mast Gully Road, Ferny Creek, in the State of Victoria, to send particulars to them by 26 February 2013, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

Dated 26 December 2012

Re: Estate of YVONNE MARGERY KERR.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 October 2012, are required by the trustee, Charles Geoffrey Bowyer, care of Beck Legal, 165–171 Hargreaves Street, Bendigo, Victoria, to send particulars to the trustee by 11 March 2013, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: ELIZABETH LOUISE APPLETON, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of ELIZABETH LOUISE APPLETON, late of Bellbird Private Hospital, 198 Canterbury Road, Blackburn, Victoria, who died on 10 March 2012, are to send particulars of their claims to the personal

representative/s, care of the undermentioned solicitors, by 28 February 2013, after which date the personal representative/s will distribute the assets, having regard only to the claims of which they then have notice.

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

Re: MARGARET TERESA KOLEDNIK, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of MARGARET TERESA KOLEDNIK, late of 38 Riverview Terrace, Bulleen, Victoria, retired, deceased, who died on 28 September 2012, are required by the executor to send particulars of their claim to her, care of the undermentioned solicitors, by 11 June 2013, after which date the said executor will distribute the assets of the deceased, having regard only to the claims of which she then shall have notice.

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

Re: THELMA ELIZABETH COCHAUD, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of THELMA ELIZABETH COCHAUD, formerly of Flat 12, 115 Shaftesbury Parade, Thornbury, and late of Eastern Health Mooroolbark, 73a Cambridge Road, Mooroolbark, retired bookkeeper, deceased, who died on 30 July 2012, are required by the executor to send particulars of their claim to her, care of the undermentioned solicitors, by 11 June 2013, after which date the said executor will distribute the assets of the deceased, having regard only to the claims of which she then shall have notice.

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

Re: FRANCES SUST, late of 107 Barkly Street, Carlton, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 April 2011, are required to send particulars of their claims to the trustees, George Patrick Hurdes and Marianne Frances Lommi,

care of the undermentioned solicitors, by 1 March 2013, after which date the trustees will convey or distribute the assets, having regard only to the claims of which they then have notice.

GSM LAWYERS,
228 Smith Street, Collingwood 3066.

KAZIMIERA JANECZEK (also known as Kaziemiera Janeczek), late of 37 Margaret Street, Moe, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 November 2012, are required by the executor, Eddy Peter Janeczek, care of O'Halloran Davis, solicitors, 12–14 Kirk Street, Moe, in the said State, to send particulars to them by 27 February 2013, after which date the executor may convey or distribute the assets, having regards only to claims to which they have notice.

Dated 18 December 2012

O'HALLORAN DAVIS, solicitors,
12–14 Kirk Street, Moe.

Re: RAIN PAPLI, late of Unit 4, 85 Pickles Street, Port Melbourne, Victoria, retired periodontist, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 August 2012, are required by the executors, Alexander James Papli, of Unit 83, 195 Beaconsfield Parade, Middle Park, Victoria, account executive, and Susannah Frances Cameron, of 47 Cobden Street, South Melbourne, Victoria, construction project manager, to send particulars to them (care of the undersigned) by 27 February 2013, after which date they may convey or distribute the assets, having regard only to the claims of which they have notice.

RENNICK & GAYNOR, solicitors,
431 Riversdale Road, Hawthorn East,
Victoria 3123.

Re: JEAN FRASER PARSONS, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 September 2012, are required

by the trustees, Brett Charles Parsons, Jenny Maree Hulls and Stuart Fraser Parsons, to send particulars of such claims to them, in care of the undermentioned lawyers, by 28 February 2013, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

FILOMENA JOSEPHINE CREA, late of 7 Koorong Avenue, Rosebud, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 September 2012, are required by the executors, Maria Concetta Filippone of 7 Mount Martha Road, Mount Martha, Victoria, Patrick Crea of 9 Koorong Avenue, Rosebud, Victoria, Frank Crea of 900 Moorooduc Highway, Mornington, Victoria, and Frances Maree Downie of 16 Eliza Place, Somerville, Victoria, to send particulars to them, care of Stidston Warren Lawyers, by 2 March 2013, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

Re: JEANETTE GWENDOLINE ASPREY, late of 16 Nyanda Court, Croydon South, machinist, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 March 2012, are required by the executor, Peter Van Lierop, retired, care of 225 Maroondah Highway, Ringwood, Victoria, to send particulars to the executor by 7 March 2013, after which date the executor may convey or distribute the assets, having regard only to the claims of which the executor has notice.

VAN LIEROP LAWYERS, solicitors,
225 Maroondah Highway, Ringwood 3134.

Re: RICHARD VICTOR FANCKE, late of 85 Overport Road, Frankston, Victoria, retired, deceased.

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

who died on 31 May 2012, are required by the trustees, Peter Richard Fancke and Alan Robert Fancke, to send particulars to the trustees, care of the undermentioned solicitors, by a date not later than two months from the date of publication of this notice, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

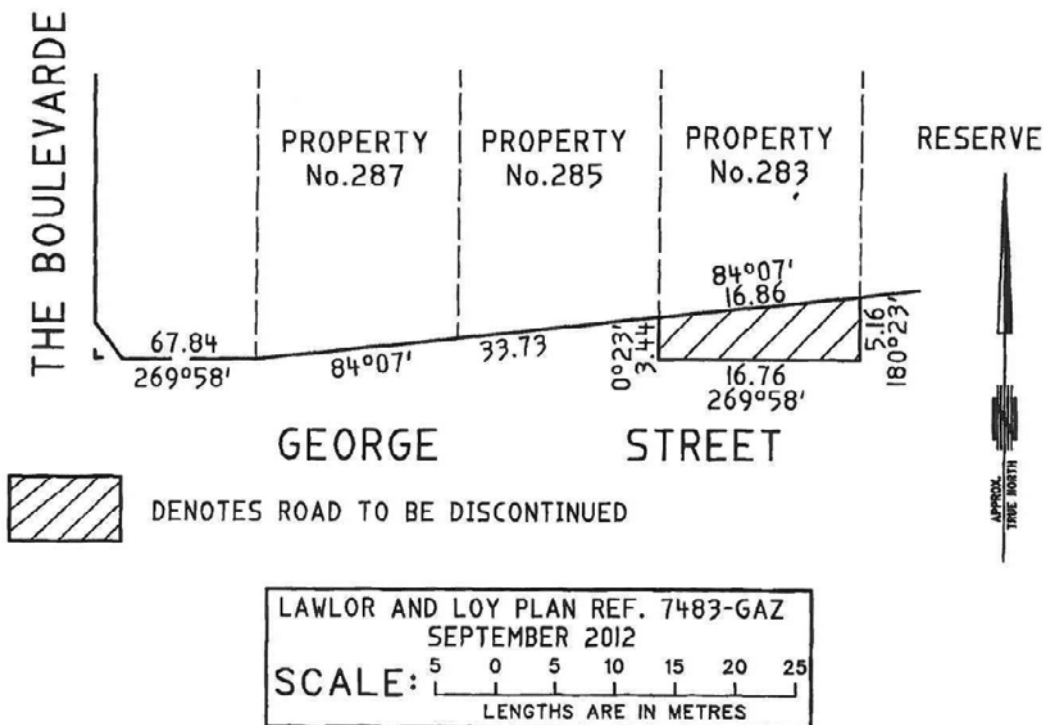
WHITE CLELAND PTY LTD, solicitors,
3/454 Nepean Highway, Frankston 3199.

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**

MANNINGHAM CITY COUNCIL

Road Discontinuance

Pursuant to section 206(1) and schedule 10, clause 3 of the **Local Government Act 1989**, the Manningham City Council, at its ordinary meeting held on 31 July 2012, formed the opinion that a section of road measuring 16.76 metres by 3.44 metres over 5.16 metres, and having an area of approximately 72.0 square metres, which is between the front boundary of No. 283 George Street, Doncaster, and the footpath, is not reasonably required as a road for public use and resolved to discontinue the road and to sell the land from the road by private treaty to the owner of the abutting land.



LEIGH HARRISON
Acting Chief Executive Officer



NOTICE OF INTENTION TO REVIEW
ROAD MANAGEMENT PLAN

In accordance with section 302 of the Road Management (General) Regulations 2005, Maroondah City Council is intending to conduct a review of its Road Management Plan. The purpose of the review is to assess current road management practices, including the inspection, maintenance and repair of all Council's roads as listed in its Register of Public Roads, taking account of financial considerations, community expectations and service delivery priorities.

A copy of the current Road Management Plan can be inspected at Council offices, located at Braeside Avenue, Ringwood, the Eastland Service Centre, and the Civic Square Service Centre, during normal office hours. Alternatively, the plan can be viewed from Council's website located at www.maroondah.vic.gov.au

Any person wishing to make comment as part of this review can do so in writing, addressing all correspondence to Andrew Taylor, Manager Engineering & Infrastructure Services, Maroondah City Council, PO Box 156, Ringwood 3134. Correspondence must be received by Council no later than 5.00 pm on Friday 1 March 2013.

For further information please contact Council's Team Leader Infrastructure Management, Mr Adam Todorov, on 1300 88 22 33.

FRANK DIXON
Chief Executive Officer



Road Management Act 2004
STATUTORY REVIEW OF
ROAD MANAGEMENT PLAN

In accordance with section 54 of **Road Management Act 2004**, notice is hereby given that the Swan Hill Rural City Council will conduct a review of its Road Management Plan.

The purpose of this review is to update the Plan in accordance with prescribed intervals.

The Plan sets out Council's standards in relation to inspection, maintenance and repair of Public Roads managed by council, with regard to the types of roads and Council's resources, polices and budget priorities.

Copies of Council's current plan, before amendment, can be inspected online at www.swanhill.vic.gov.au/quicklinks/consultation or obtained at the Council's offices in Swan Hill or Robinvale.

Council will consider all submissions received within 28 days of the date of this notice. Submissions should be addressed to Mr David Leahy, Acting Chief Executive Officer, PO Box 488, Swan Hill 3585, or emailed to council@swanhill.vic.gov.au



Planning and Environment Act 1987

GREATER DANDENONG
PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C169

Authorisation A02406

The Greater Dandenong Council has prepared Amendment C169 to the Greater Dandenong Planning Scheme.

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

The land affected by the Amendment is 125 Colemans Road, Dandenong South.

The Amendment proposes to rezone the land from the Farming Zone to the Industrial 1 Zone.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, during office hours, free of charge, at the following locations: Greater Dandenong City Council, 39 Clow Street, Dandenong; Springvale Customer Service, 397-405 Springvale Road, Springvale; and Keysborough Customer Service, Shop A7, Parkmore Shopping Centre.

The Amendment can also be inspected free of charge at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection; and City of Greater Dandenong website: www.greaterdandenong.com

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

The closing date for submissions is Friday 1 March 2013

Submissions must be in writing and must be sent to: The Manager, Planning and Design, City of Greater Dandenong, PO Box 200, Dandenong, Victoria 3175.

RACHEL LUNN
Manager Planning and Design

Cemeteries and Crematoria Act 2003

SECTION 41(1)

Notice of Approval of Cemetery Trust Fees and Charges

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

Dated 18 December 2012

BRYAN CRAMPTON
Manager
Cemeteries and Crematoria
Regulation Unit

Liquor Control Reform Act 1998

LIQUOR LICENSING POLL – CAMBERWELL NEIGHBOURHOOD

In the matter of an application by Hoi's Kitchen under the **Liquor Control Reform Act 1998** for a Restaurant and Café Licence at 762 Burke Road, Camberwell.

The resolution submitted to a poll on Monday 17 December was:

'That a Restaurant and Café Licence be granted in the neighbourhood of the premises situated at 762 Burke Road, Camberwell.'

The result of the Hoi's Kitchen poll was:

Votes polled for the resolution	439
Votes polled against the resolution	200
Informal votes polled	5
Total votes polled	644

E.A. WILLIAMS
Victorian Electoral Commission

Electricity Industry Act 2000

AUSTRALIAN POWER AND GAS PTY LIMITED ABN 26 118 609 813

Victorian General Renewable Energy Plan

Terms and Conditions effective 1 January 2013

Recital

Australian Power and Gas's Victorian General Renewable Energy Plan is only available to customers who have installed a wind, solar, hydro or biomass energy generation system, or any other generation system specified under the **Electricity Industry Act 2000** (Vic.), of less than 100 kilowatts of electricity generation capacity.

1. Sale of energy

- 1.1 This Contract governs the sale by you of energy generated by your System at your Premises and does not include any renewable energy certificates or small-scale technology certificates (as defined in the **Renewable Energy (Electricity) Act 2000** (Cth)) created by your System. This Contract comprises the Application Form and these Terms and Conditions.
- 1.2 For the avoidance of doubt, this Contract does not govern the purchase of electricity at the Premises by you from us and does not vary the terms of your Energy Contract.

2. Contract term

- 2.1 This Contract commences:
- (a) if you do not have an existing System, on the date your System and the necessary metering equipment are installed at your Premises and are ready to export energy to the Energy Distribution System; or
 - (b) if you have an existing System, the date you have signed the Application Form.
- The commencement date of this Contract will be confirmed in the Acknowledgement Letter you receive from us.
- 2.2 Despite **clause 2.1**, the Contract does not commence until you provide a signed Application Form to us.
- 2.3 This Contract continues in force until it is cancelled in accordance with **clause 8** or until your Energy Contract ends.

3. Connection and metering

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

4. Your System

- 4.1 You and your System (including its installation and connections) must comply with the requirements of the Energy Distributor, your connection contract with the Energy Distributor and any relevant regulatory requirements and Australian Standards.

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

5. Your additional obligations

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

6. What we pay you for your energy

- 6.1 We will credit you for energy generated by your System in accordance with **clause 4.3** and at a rate not less than 8 cents per kilowatt hour for the period 1 January 2013 to 31 December 2013, and at a rate not less than the minimum set each subsequent year after this date by the Commission until at least 31 December 2016. You acknowledge that these rates may vary in accordance with the rate set by the Commission. We will notify you of the changes to these rates in writing.
- 6.2 Subject to **clause 7.7**, if you have quoted your Australian Business Number (ABN) on the Application Form, we will be paying you for GST on any taxable supply (as defined in **A New Tax System (Goods and Services Tax) Act 1999** (Cth)) to us under this Contract.

7. Billing and payment

- 7.1 We will set out, in your energy bill issued under your Energy Contract, the credit amounts applied by us for energy exported from your System. For the avoidance of doubt, we will apply the credit amounts with the same frequency as we issue you with your energy bill. Subject to **clause 7.3** the amount of energy exported will be based on meter readings of the meter. We will use our best endeavours to ensure that an actual meter reading is obtained from your Premises at least once every 12 months.
- 7.2 On the energy bill issued pursuant to **clause 7.1**, we will, subject to **clause 7.7**, credit all amounts payable by us to you for the purchase of energy exported from your System to the Energy Distribution System as recorded on the meter.
- 7.3 We may estimate bills (including debits and credits) in accordance with the provisions of your Energy Contract or any applicable law where the meter is faulty or consumption and energy flows (including import and export) are not properly recorded.
- 7.4 If we bill you to make up overcrediting you for energy exported from your System, we are to proceed on the basis as set out in the undercharging provisions of the Energy Retail Code.
- 7.5 If we have under credited you for your energy exported from your System under this Contract, we will credit the amount under credited to your next energy bill issued pursuant to **clause 7.1**, after we become aware of the under crediting and we will proceed on the basis specified in the overcharging provisions of the Energy Retail Code.

- 7.6 If you disagree with your energy bill, you have the same rights to request us to review your energy bill as under your Energy Contract. We will also review an energy payment or credit at your request, to be conducted on the same basis specified in the billing review provisions of the Energy Retail Code.
- 7.7 We are not required to pay you an amount equal to any GST paid or payable by you in respect of the taxable supply, until you issue us with a valid tax invoice (as required under the **A New Tax System (Goods and Services Tax) Act 1999** (Cth)) for the taxable supply.
- 7.8 You must pay us any fees and charges relating to connection services, disconnection, metering services or Contract cancellation. We will notify you of the amount of these fees on your request, prior to entering into this Contract.

8. Cancellation

- 8.1 You may cancel this Contract at any time, by notifying us in writing.
- 8.2 Despite **clause 8.1**, if you cancel this Contract, the cancellation does not become effective until:
- (a) the expiry of any cooling-off period in respect of a new Contract for energy by your System;
 - (b) the date when another retailer becomes responsible for the energy generated by your System;
 - (c) the date when another retailer becomes responsible to sell you electricity to the Premises; or
 - (d) if your Premises is disconnected from the Energy Distribution System, the date when you no longer have a right under the Energy Retail Code or Energy Laws to be reconnected, whichever occurs last.
- 8.3 We may not cancel this Contract unless:
- (a) you and we enter into a new Contract for the energy generated by your System;
 - (b) we are no longer required to provide this energy feed-in-tariff under the Energy Law or Energy Retail Code; or
 - (c) you have transferred to another retailer in respect to the Premises.
- 8.4 If you fail to comply with any of your obligations under this Contract, we may give you written notice requiring you to rectify the default and if you fail to do so within the time specified by us, we may cancel this Contract by giving you 10 Business Days notice in writing. We may charge you for any costs incurred by us due to your failure to comply with your obligations under this Contract.
- 8.5 If your energy supply has been disconnected and there is a safety risk then we may arrange for your System to be disconnected.
- 8.6 Subject to **clause 7.7**, we will on cancellation of this Contract do the following with respect to any amount payable to you under this Contract that remains outstanding:
- (a) credit the amount of your next energy bill issued under the Energy Contract; or
 - (b) pay you the amount within 30 days of cancellation of this Contract.
- 8.7 For the avoidance of doubt, cancellation of this Contract does not cancel your Energy Contract.
- ## 9. Liability
- 9.1 You are responsible for your System and its use. You agree that we will not be liable for any loss, damage or injury that may be caused by your System or its use.
- 9.2 You must install adequate protection devices to protect your System from faults (including without limitation, power surges) on the Energy Distribution System. We will not accept liability for any loss or damage to your System or for any injury.
- 9.3 We are not responsible for any act, omission, default or negligence of any third party including the Energy Distributor.

10. Events beyond your or our control

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

11. Information requests

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

12. Other things you should know about this Contract

- 12.1 Unless otherwise stated in this Contract, a notice, consent, document or other communication given by us under this Contract must be in writing and given by hand, by fax, by mail or by email.
- 12.2 Nothing contained in this Contract in any way limits the operation or effect of (including our rights and obligations under) any Act or regulation including the Energy Laws. You agree that we may vary this Contract to account for any amendments to or application of the Energy Laws. If this happens, we will provide you with written notice of the variations to this Contract.
- 12.3 You may not assign this Contract to any person unless you have received our explicit written consent. We may only assign this Contract with your consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of our retail business.
- 12.4 Unless otherwise agreed under this Contract, this Contract can only be varied by you and us agreeing to the variations or changes in writing.
- 12.5 If the whole or part of any of this Contract is void, unenforceable or illegal, it is severed to the extent of that the Contract is void, unenforceable or illegal, and the remainder of the Contract has full force and effect.
- 12.6 This Contract is governed by and is to be construed in accordance with the laws applicable in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- 12.7 **Clauses 8.6, 8.7, 9 and 11.2** survive cancellation of this Contract.

13. Compliance with Energy Laws

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

14. Enquiries and complaints

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

We will handle any complaints in accordance with our Enquiries and Complaints policy available at **australianpowerandgas.com.au/customerinformation/usefulinformation** or on request.

15. Glossary of terms used in this Contract

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

15.2 The following terms are defined in this Contract:

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

Application Form means the form entitled ‘Victorian General Renewable Energy Plan Application Form’ submitted by you and accepted by us and forming part of this Contract.

Commission means the Essential Services Commission of Victoria.

Contract comprises the Application Form and these terms and conditions.

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

Energy Distribution System means the Energy Distributor’s distribution system.

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

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

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

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

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

Premises means the premises nominated in the Application Form.

System means a small energy generation facility, including a wind, solar, hydro and biomass generation facility, or any other generation facility specified under the **Electricity Industry Act 2000** (Vic.), with a generation capacity of less than 100 kilowatts of energy and is compliant with Energy Laws and Australian Standards as determined by us or the Energy Distributor from time to time.

Electricity Industry Act 2000

RED ENERGY PTY LIMITED ABN 60 107 479 372

The following tariffs apply to the sale and supply of electricity and gas in accordance with sections 35 and 39 of the **Electricity Industry Act 2000** (Victoria) and are effective 1 February 2013.

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

Applicable Distributor	Residential Electricity Price Plans	Excluding GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Controlled Off Peak Tariff c/kWh
Jemena	Single Rate	98.00	24.290	N/A		
	Two Rate	100.00	24.290	N/A		15.690
Citipower	Single Rate	80.00	21.760	1,020	22.260	
	Two Rate	80.00	21.760	1,020	22.260	14.170
Powercor	Single Rate	90.00	25.600	1,000	26.210	
	Two Rate	90.00	25.600	1,000	26.210	14.980
SP AusNet	Single Rate	100.00	26.510	N/A		
	Two Rate	110.00	26.510	N/A		15.180

Applicable Distributor	Residential Electricity Price Plans	Including GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Controlled Off Peak Tariff c/kWh
Jemena	Single Rate	107.80	26.719	N/A		
	Two Rate	110.00	26.719	N/A		17.259
Citipower	Single Rate	88.00	23.936	1,020	24.486	
	Two Rate	88.00	23.936	1,020	24.486	15.587
Powercor	Single Rate	99.00	28.160	1,000	28.831	
	Two Rate	99.00	28.160	1,000	28.831	16.478
SP AusNet	Single Rate	110.00	29.161	N/A		
	Two Rate	121.00	29.161	N/A		16.698

Single Rate Plans: Applicable to single rate meters.

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

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

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

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

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

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

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

Applicable Distributor	Residential Electricity Price Plans	Excluding GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Controlled Off Peak Tariff c/kWh
United Energy	Single Rate	85.00	25.400	22.400	
	Two Rate	93.00	25.400	22.400	15.090

Applicable Distributor	Residential Electricity Price Plans	Including GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Controlled Off Peak Tariff c/kWh
United Energy	Single Rate	93.50	27.940	24.640	
	Two Rate	102.30	27.940	24.640	16.599

Single Rate Plans: Applicable to single rate meter.

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

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

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

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

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

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

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

Applicable Distributor	Residential Electricity Price Plans	Excluding GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Off Peak Tariff c/kWh
Jemena	Time of Use	98.00	33.400	N/A		16.190
Citipower	Time of Use	80.00	27.120	N/A		14.170
Powercor	Time of Use	90.00	31.680	1,000	34.210	14.980
SP AusNet	Time of Use	100.00	32.890	N/A		18.010

Applicable Distributor	Residential Electricity Price Plans	Including GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Off Peak Tariff c/kWh
Jemena	Time of Use	107.80	36.740	N/A		17.810
Citipower	Time of Use	88.00	29.832	N/A		15.590
Powercor	Time of Use	99.00	34.850	1,000	37.630	16.480
SP AusNet	Time of Use	110.00	36.179	N/A		19.810

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

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

Off Peak: All Other Times

AEST: Australian Eastern Standard Time.

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

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

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

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

Applicable Distribution Area	Residential Electricity Price Plans	Excluding GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Off Peak Tariff c/kWh
United Energy	Time of Use	85.00	31.900	28.900	15.090

Applicable Distribution Area	Residential Electricity Price Plans	Including GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Off Peak Tariff c/kWh
United Energy	Time of Use	93.50	35.090	31.790	16.599

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

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

Off Peak: All Other Times

AEST: Australian Eastern Standard Time.

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

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

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

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

Applicable Distributor	Residential Electricity Price Plans	Excluding GST	
		Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh
Powercor	Climate Saver	25.600	17.510

Applicable Distributor	Residential Electricity Price Plans	Including GST	
		Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh
Powercor	Climate Saver	28.160	19.260

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

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

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

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

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

Applicable Distributor	Business Electricity Price Plans	Excluding GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Controlled Off Peak Tariff c/kWh
Jemena	Single Rate	110.00	28.030	N/A		
Citipower	Single Rate	110.00	23.780	N/A		
	Two Rate	110.00	23.780	N/A		14.170
Powercor	Single Rate	95.00	29.650	1,000	30.160	
	Two Rate	95.00	29.650	1,000	30.160	15.480
SP AusNet	Single Rate	120.00	34.410	N/A		
	Two Rate	120.00	34.410	N/A		16.190

Applicable Distributor	Business Electricity Price Plans	Including GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Controlled Off Peak Tariff c/kWh
Jemena	Single Rate	121.00	30.833	N/A		
Citipower	Single Rate	121.00	26.158	N/A		
	Two Rate	121.00	26.158	N/A		15.587
Powercor	Single Rate	104.50	32.615	1,000	33.176	
	Two Rate	104.50	32.615	1,000	33.176	17.028
SP AusNet	Single Rate	132.00	37.851	N/A		
	Two Rate	132.00	37.851	N/A		17.809

Single Rate Plans: Applicable to single rate meters.

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

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

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

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

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

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

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

Applicable Distributor	Business Electricity Price Plans	Excluding GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Controlled Off Peak Tariff c/kWh
United Energy Distribution	Two Rate	110.00	28.700	28.200	15.200
	Single Rate	100.00	28.700	28.200	

Applicable Distributor	Business Electricity Price Plans	Including GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Controlled Off Peak Tariff c/kWh
United Energy Distribution	Two Rate	121.00	31.570	31.020	16.720
	Single Rate	110.00	31.570	31.020	

Single Rate Plans: Applicable to single rate meters

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

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

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

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

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

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

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

Applicable Distributor	Business Electricity Price Plans	Excluding GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Off Peak Tariff c/kWh
Jemena	Time Of Use	110.00	31.270	N/A		14.980
Citipower	Time Of Use	125.00	28.030	N/A		13.660
Powercor	Time Of Use	95.00	33.190	1,000	34.210	15.180
SP AusNet	Time Of Use	110.00	33.400	N/A		18.220

Applicable Distributor	Business Electricity Price Plans	Including GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Off Peak Tariff c/kWh
Jemena	Time Of Use	121.00	34.397	N/A		16.478
Citipower	Time Of Use	137.50	30.833	N/A		15.026
Powercor	Time Of Use	104.50	36.509	1,000	37.631	16.698
SP AusNet	Time Of Use	121.00	36.740	N/A		20.042

Time Of Use: Two rate, or 'time of use' meters.

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

Off Peak: All Other Times

AEST: Australian Eastern Standard Time

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

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

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

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

		Excluding GST			
Applicable Distribution Area	Business Electricity Price Plans	Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Off Peak Tariff c/kWh
United Energy Distribution	Time Of Use	100.00	30.700	30.200	15.200

		Including GST			
Applicable Distribution Area	Business Electricity Price Plans	Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Off Peak Tariff c/kWh
United Energy Distribution	Time Of Use	110.00	33.770	33.220	16.720

Time Of Use: Two rate, or 'time of use' meters.

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

Off Peak: All Other Times

AEST: Australian Eastern Standard Time

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

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

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

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

Applicable Distributor	Business Electricity Price Plans	Excluding GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Off Peak Tariff c/kWh
Jemena	Time Of Use 7	110.00	30.260	N/A		14.980
Citipower	Time Of Use 7	125.00	24.290	N/A		13.660
Powercor	Time Of Use 7	95.00	32.690	1,000	33.190	15.180
SP AusNet	Time Of Use 7	170.00	32.380	N/A		19.630

Applicable Distributor	Business Electricity Price Plans	Including GST				
		Fixed Charge c/day	Peak Tariff 1 c/kWh	Peak Step Quantity kWh/quarter	Peak Tariff 2 c/kWh	Off Peak Tariff c/kWh
Jemena	Time Of Use 7	121.00	33.286	N/A		16.478
Citipower	Time Of Use 7	137.50	26.719	N/A		15.026
Powercor	Time Of Use 7	104.50	35.959	1,000	36.509	16.698
SP AusNet	Time Of Use 7	187.00	35.618	N/A		21.593

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

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

Off Peak: All Other Times

AEST: Australian Eastern Standard Time

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

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

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

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

Applicable Distribution Area	Business Electricity Price Plans	Excluding GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Off Peak Tariff c/kWh
United Energy Distribution	Time Of Use 7	100.00	31.100	30.600	15.200

Applicable Distribution Area	Business Electricity Price Plans	Including GST			
		Fixed Charge c/day	Peak Summer Tariff c/kWh	Peak Winter Tariff c/kWh	Off Peak Tariff c/kWh
United Energy Distribution	Time Of Use 7	110.00	34.210	33.660	16.720

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

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

Off Peak: All Other Times

AEST: Australian Eastern Standard Time

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

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

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

Contact details for Red Energy Pty Ltd

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

Email: enquiries@redenergy.com.au, Website: www.redenergy.com.au

Geographic Place Names Act 1998

NOTICE OF REGISTRATION OF GEOGRAPHIC NAMES

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

School Naming:

Place Name	Proposer and Location
Jacana School for Autism	Department of Education and Early Childhood Development Formerly known as the Northern School for Autism – Jacana Campus, the school will open on 1 January 2013 and is located at 19–39 Landy Road, Jacana 3047.

Office of Geographic Names

Land Victoria
570 Bourke Street
Melbourne 3000

JOHN E. TULLOCH
Registrar of Geographic Names

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

Notice is hereby given under section 17(3) of the **Subordinate Legislation Act 1994** that the following Statutory Rules were first obtainable from the Victorian Government Bookshop, Level 20, 80 Collins Street, Melbourne on the date specified:

- | | | | |
|-------------------------------|--|-------------------------------|--|
| 159. <i>Statutory Rule:</i> | Magistrates' Court (Arbitration) (Professional Costs) Amendment Regulations 2012 | 163. <i>Statutory Rule:</i> | Accident Towing Services Amendment (Peninsula Link) Regulations 2012 |
| <i>Authorising Act:</i> | Magistrates' Court Act 1989 | <i>Authorising Act:</i> | Accident Towing Services Act 2007 |
| <i>Date first obtainable:</i> | 21 December 2012 | <i>Date first obtainable:</i> | 21 December 2012 |
| <i>Code A</i> | | <i>Code A</i> | |
| 160. <i>Statutory Rule:</i> | Offshore Petroleum and Greenhouse Gas Storage Amendment (NOPSEMA) Regulations 2012 | 164. <i>Statutory Rule:</i> | Subordinate Legislation (Parliamentary Allowances Regulations 2003) Extension Regulations 2012 |
| <i>Authorising Act:</i> | Offshore Petroleum and Greenhouse Gas Storage Act 2010 | <i>Authorising Act:</i> | Subordinate Legislation Act 1994 |
| <i>Date first obtainable:</i> | 21 December 2012 | <i>Date first obtainable:</i> | 21 December 2012 |
| <i>Code C</i> | | <i>Code A</i> | |
| 161. <i>Statutory Rule:</i> | Wildlife (Game) Amendment Regulations 2012 | 165. <i>Statutory Rule:</i> | Subordinate Legislation (Parliamentary Committees Regulations 2003) Extension Regulations 2012 |
| <i>Authorising Act:</i> | Wildlife Act 1975 | <i>Authorising Act:</i> | Subordinate Legislation Act 1994 |
| <i>Date first obtainable:</i> | 21 December 2012 | <i>Date first obtainable:</i> | 21 December 2012 |
| <i>Code A</i> | | <i>Code A</i> | |
| 162. <i>Statutory Rule:</i> | Road Safety (Traffic Management) Amendment (Peninsula Link) Regulations 2012 | 166. <i>Statutory Rule:</i> | County Court (Chapter I Amendment No. 5) Rules 2012 |
| <i>Authorising Act:</i> | Road Safety Act 1986 | <i>Authorising Acts:</i> | County Court Act 1958
Civil Procedure Act 2010 |
| <i>Date first obtainable:</i> | 21 December 2012 | <i>Date first obtainable:</i> | 21 December 2012 |
| <i>Code A</i> | | <i>Code A</i> | |
| 167. <i>Statutory Rule:</i> | Road Safety (Traffic Management) Amendment (Peninsula Link) Regulations 2012 | 167. <i>Statutory Rule:</i> | County Court (Chapter I Scale of Costs Amendment) Rules 2012 |
| <i>Authorising Act:</i> | Road Safety Act 1986 | <i>Authorising Act:</i> | County Court Act 1958 |
| <i>Date first obtainable:</i> | 21 December 2012 | <i>Date first obtainable:</i> | 21 December 2012 |
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