



Victoria Government Gazette

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No. G 24 Thursday 14 June 2012

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GENERAL

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As from 14 June 2012

The last Special Gazette was No. 198 dated 13 June 2012.

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

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)
-

VICTORIA GOVERNMENT GAZETTE

Subscribers and Advertisers

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JENNY NOAKES
Government Gazette Officer

PRIVATE ADVERTISEMENTS

DISSOLUTION OF PARTNERSHIP

Notice is hereby given that the partnership previously subsisting between Les Affaires Du Coeur Pty Ltd (ACN 105 810 393) as trustee for the Meredith Family Trust, Alison Nominees Pty Ltd (ACN 094 939 849) as trustee for the Alison Family Trust, Paul Robert Antonis as trustee for the Antonis Family Trust, Jankelowitz Nominees Pty Ltd (ACN 103 615 532) as trustee for the Jankelowitz Family Trust and Kotschet Strang Cardiac Care Pty Ltd (ACN 126 508 781) as trustee for the Kotschet Strang Family Trust and carrying on the business of providing administrative services to medical practitioners and known as the 'Melbourne Heartcare Partnership', has been dissolved by mutual consent with effect as and from midnight on 15 April 2012.

FLETCHER CLARENDON PTY LTD, lawyers,
Level 9, 60 Albert Road, South Melbourne,
Victoria 3205.

Re: LESLIE WILLIAM LEWIS, late of Medina Manor, 200a Smith Street, Thornbury, Victoria, bookmaker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 March 2012, are required by the trustee, Catherine Sinclair Prowse, to send particulars to her, care of the undersigned solicitors, by 14 August 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

ADAMS MAGUIRE SIER, lawyers,
176 Upper Heidelberg Road, Ivanhoe 3079.

Re: Estate of MAX LESLIE BROWN, late of 269B Browns Road, Hopetoun, in the State of Victoria, farmer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 January 2011, are required by the trustees, Valmai Joan Brown and Ross David Brown, to send particulars to the trustees, in care of the undersigned, by 14 August 2012, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

ERNEST HERBERT RHIMES, late of 14 Macedon Avenue, Dromana.

Would anyone knowing the whereabouts of any Will for the abovenamed or any other documents, including Certificate of Title to the property at 14 Macedon Avenue, Dromana, registered in the deceased's name, please contact Featherbys Lawyers, Rosebud. Phone 03 59866877 or email therese@featherbys.com.au

Re: DOROTHY JEAN ROBINS, late of Casey Aged Care, 300 Golf Links Road, Narre Warren, Victoria 3805, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 April 2012, are required by the trustees, David John Robins and Susan Margaret Robins, to send particulars to them, care of the undersigned, by 14 August 2012, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

G. A. BLACK & CO., solicitors,
222 Maroondah Highway, Healesville 3777.

AUDREY ISABEL HARRISON, late of 38 Mulfaheys Road, Kyneton, in Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 31 March 2012, are required by the executor, Julia Patricia Guglielmi, to send particulars to her, care of the undermentioned solicitor, by 16 August 2012, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

HARRY M. HEARN, solicitor,
443 Little Collins Street, Melbourne 3000.

Re: RAYMOND VALENTINE FISHER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 25 December 2011, are required by the trustees to send particulars of their claim to the trustees, care of the undermentioned solicitors, by 14 September 2012, after which

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

JAMES HOPPER & ASSOCIATES, lawyers,
Suite 3, 1/333 Whitehorse Road, Balwyn 3103.

Re: EILEEN ANN NEAVES, late of Mordialloc Community Nursing Home, 10 Brindisi Street, Mentone, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of EILEEN ANN NEAVES, deceased, who died on 7 February 2011, are required by the trustee to send particulars of their claim to the undermentioned firm by 20 August 2012, after which date the trustee will convey or distribute assets, having regard only to the claims of which the trustee then has notice.

KINGSTON LAWYERS, solicitors,
8 Station Road, Cheltenham, Victoria 3192.

Re: JOYANN BERGIN, late of 4/53 Queen Street, Reservoir, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of JOYANN BERGIN, deceased, who died on 17 October 2011, are required by the trustee to send particulars of their claim to the undermentioned firm by 20 August 2012, after which date the trustee will convey or distribute assets, having regard only to the claims of which the trustee then has notice.

KINGSTON LAWYERS, solicitors,
8 Station Road, Cheltenham, Victoria 3192.

ATHALIE GLADYS COOK, late of 29 Heathfield Road, Brighton East, Victoria, retired tracer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 June 2011, are required by the executors, Jaclyn Gaynor Ailith Richardson, Jonathan Giles Kenwood Cannon and Kylie Gabriel Ysmana Cannon, to send particulars to them, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

LYTTLETONS, solicitors,
53 Marcus Road, Dingley 3172.

ROBERT WILLIAM KING, late of 13 Elsie Avenue, Seaford, Victoria, retired school teacher, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 March 2012, are required by the executor, Jane Elizabeth Clark, to send particulars to her, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

LYTTLETONS, solicitors,
53 Marcus Road, Dingley 3172.

BRENT MARSHALL HUNT, late of Unit 1, 37 Centre Dandenong Road, Dingley Village, Victoria, community support worker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 January 2012, are required by the executor, Fay Lorna O'Hara, to send particulars to her, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

LYTTLETONS, solicitors,
53 Marcus Road, Dingley 3172.

Re: LEONARD NOEL PRICE, late of 14 Pretoria Street, Deepdene, Victoria, but formerly of 18 Longstaff Street, East Ivanhoe, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 March 2012, are required by the trustee, Perpetual Trustees Victoria Limited, of Level 35, Rialto South Tower, 525 Collins Street, Melbourne, Victoria, to send particulars to the trustee by 15 August 2012, after which date the trustee may convey or distribute the assets, having regarding only to the claims of which the trustee has notice.

MADDOCKS, lawyers,
140 William Street, Melbourne 3000.

Re: GWENDA JOY METCALF, late of 28 Junction Road, Blackburn North, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 February 2012, are required by the trustee, Maxine Lillian Hardy, to send particulars to the trustee, care of the undermentioned solicitors, by 17 August 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

MAHONS with Yuncken & Yuncken, solicitors,
178 Whitehorse Road, Blackburn 3130.
CD:2120465

PEARL MARGARET REIMAN, late of 41 Vale Street, Reservoir, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 April 2012, are required by the executor, ANZ Trustees Limited, ACN 006 132 332, of Level 42, 55 Collins Street, Melbourne, Victoria, to send particulars to it by 15 August 2012, after which date it may convey or distribute the assets, having regard only to the claims of which it then has notice.

MILLS OAKLEY LAWYERS,
530 Collins Street, Melbourne 3000.

ALLAN CROSSLEY JAMES, late of 3/1679 Malvern Road, Glen Iris, Victoria, retired product specialist/manager/supervisor, deceased.

Creditors, next-of-kin and others having claim in respect of the estate of the deceased, who died on 29 February 2012, are required by the executors, Equity Trustees Limited ACN 004 031 298, of 575 Bourke Street, Melbourne, Victoria, to send particulars to them by 23 August 2012, after which date they may convey or distribute the assets, having regard only to the claims of which they have notice.

NICHOLAS O'DONOHUE & CO., lawyers,
180 Queen Street, Melbourne 3000.
Ref: MAL:2093190

Re: GIUSEPPE BARBIERI, also known as Joseph Barbieri, late of 2 Hooker Avenue, Springvale, Victoria 3781, retired.

Creditors, next-of-kin and all others having claims in respect of the deceased, who died on 26 October 2011, are required by the executor, Mr Paul Barbieri of PO Box 242, Cockatoo, Victoria 3781, to send particulars of such claims to the said executor by 14 August 2012, after which date the executor will distribute the assets, having regard only to the claims of which he has notice.

Creditors, next-of-kin and others having claims in respect of the Will of MARGARET ELLEN O'SHANNESY, late of 2a Warburton Street, Camberwell, in the State of Victoria, deceased, who died on 22 May 2011, are requested to send particulars of their claims to the executors, Jane Catherine O'Shannessy, Anne Alicia O'Shannessy and Maria Therese O'Shannessy, care of the undermentioned legal practitioner, by 16 August 2012, after which date they will distribute the assets, having regard only to the claims of which they then has notice.
SPENCER LAW PARTNERS,
Level 1, 280 Spencer Street, Melbourne,
Victoria 3000.

JOSEPH JOHN SCHIAVONE, late of Mercy Place, 22 Verona Lane, East Melbourne, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 7 February 2012, are required to send particulars of their claims to the executrix, Dorothy Jay Mohr, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which date the said executrix will distribute the assets, having regard only to the claims of which she then has notice.

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

Re: The estate of LILIAN MARY FLETCHER (also known as Lee Fletcher), late of Princeton View, 29 Heathfield Road, Brighton East, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 25 December 2011, are required

by the executors, Warwick Brent Fletcher and Michael David Same, to send particulars to them, care of the undersigned solicitors, by 14 August 2012, after which date the executors may convey or distribute the assets, having regard only to the claims of which the executors have notice.

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

Re: ELSIE FRANCES SUMMONS, late of
1A Haverbrack Avenue, Malvern, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 January 2012, are required to send particulars of their claims to Equity Trustees Limited and John Hedley Summons, care of GPO Box 2307, Melbourne, Victoria 3001, by 14 September 2012, after which date the executors may convey or distribute the assets, having regard only to the claims of which they may then have notice.

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

Re: JOYCE ISABEL WATERHOUSE, late
of 41–43 Fintonia Road, Noble Park, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 February 2012, are required to send particulars of their claims to the executor, care of Level 3, 20–22 McKillop Street, Melbourne, Victoria 3000, by 7 September 2012, after which date the executor 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.

ADVERTISEMENT OF SALE BY
THE SHERIFF

On Wednesday 18 July 2012 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Aaron Carlson of Unit 26/79 Bayswater Road, Croydon, as shown on Certificate of Title as Aaron Troy Carlson, sole proprietor of an estate in fee simple in the land described in Certificate of Title Volume 09188 Folio 470 upon which is erected a unit known as Unit 26, 77–79 Bayswater Road, Croydon.

Registered Mortgage (Dealing No. X298851H) and Owners Corporation Plan No. RP006514 affect the said estate and interest.

Payment Terms – Full payment at fall of the hammer. Cash, Eftpos (debit cards only), bank cheque or solicitors trust account cheque. No credit cards. There are no exceptions to these terms.

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

SHERIFF

ADVERTISEMENT OF SALE BY
THE SHERIFF

On Wednesday 18 July 2012 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Wendy Dawn Hadjinicolaou of 25 Tenby Way, Hoppers Crossing, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 10203 Folio 571 upon which is erected a dwelling known as 25 Tenby Way, Hoppers Crossing.

Registered Mortgage (Dealing No. AD968980N), Registered Caveat (Dealing No. AD991109X), Registered Caveat (Dealing No. AF333793M), Registered Caveat (Dealing No. AF966752V) and Covenant U573739W affect the said estate and interest.

Payment Terms – Full payment at fall of the hammer. Cash, Eftpos (debit cards only), bank cheque or solicitors trust account cheque. No credit cards. There are no exceptions to these terms.

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

SHERIFF

ADVERTISEMENT OF SALE BY
THE SHERIFF

On Wednesday 18 July 2012 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Kim Ngan Thi Do of Unit 8, 10 Maple Street, Cabramatta, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 11062 Folio 914 upon which is erected a home known as 5A Maireana Street, Maribyrnong.

Registered Caveat (Dealing No. AH040100P), Registered Caveat (Dealing No. AJ298090F), Registered Covenant PS529300P, Registered Covenant AF717428X and Agreement Section 173 **Planning and Environment Act 1987** AD644347U affect the said estate and interest.

Payment Terms – Full payment at fall of the hammer. Cash, Eftpos (debit cards only), bank cheque or solicitors trust account cheque. No credit cards. There are no exceptions to these terms.

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

SHERIFF

ADVERTISEMENT OF SALE BY
THE SHERIFF

On Saturday 14 July 2012 at 11 am at 18 Borrack Crescent, Mernda (unless process is stayed or satisfied), all the estate and interest (if any) of Christine Helen Moroney of 10 Rosburn Drive, Etobicoke, Ontario, Canada, as sole proprietor of an estate in fee simple in the land described in Certificate of Title Volume 11170 Folio 330 upon which is erected a residential dwelling known as 18 Borrack Crescent, Mernda.

Registered Mortgage No. AH350679V and registered Covenant No. PS627066X affect the said estate and interest.

Payment Terms: Non-refundable 10% deposit on the fall of the hammer. Balance within 7 days. Bank cheque or solicitor trust account cheque only.

Please contact Sheriff's Asset Administration Services on (03) 9947 1539 or realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions and enquiries.

SHERIFF

ADVERTISEMENT OF SALE BY
THE SHERIFF

On Wednesday 18 July 2012 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Robert Selakovic and Vito Trantino of Unit 221, 51 Rathdowne Street, Carlton, sole proprietor of an estate in fee simple in One of a total of Two equal undivided shares, registered as Tenants in Common with sole proprietor Vito Trantino as to One of a Total of Two undivided shares and being the land described on Certificate of Title Volume 10156 Folio 706 upon which is erected a unit known as Unit 221, 51–67 Rathdowne Street, Carlton.

Registered Mortgage (Dealing No. X864293N), Covenant (as to whole or part of the land) in Instrument 0103444, Covenant (as to whole or part of the land) in Instrument 0103797, and Owners Corporation Plan No. PS329341P affect the said estate and interest.

Payment Terms – Full payment at fall of the hammer. Cash, Eftpos (debit cards only), bank cheque or solicitors trust account cheque. No credit cards. There are no exceptions to these terms.

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

SHERIFF

ADVERTISEMENT OF SALE BY
THE SHERIFF

On Wednesday 18 July 2012 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Lynette J. White of 14 Laurel Street, Red Cliffs, as shown on Certificate of Title as Lynette Jody White, joint proprietor with Richard John White of an estate in fee simple in the land described on Certificate of Title Volume 08494 Folio 840 upon which is erected a house known as 14 Laurel Street, Red Cliffs.

Payment Terms – Full payment at fall of hammer. Cash, Eftpos (debit cards only), bank cheque or solicitors trust account cheque. No credit cards. 10% GST is applicable on this commercial property. There are no exceptions to these terms.

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

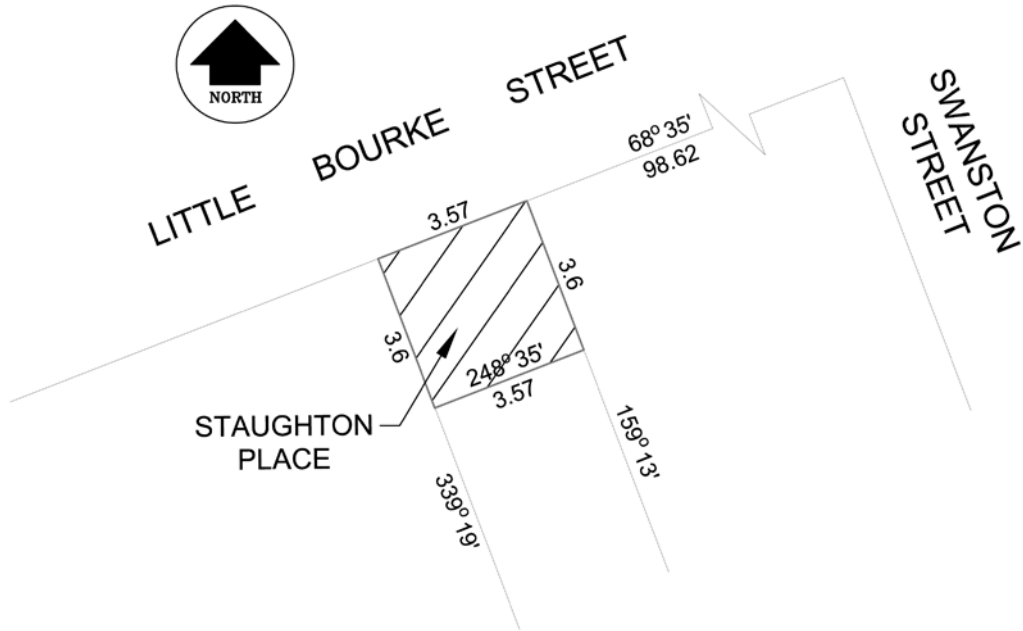
SHERIFF

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**

MELBOURNE CITY COUNCIL

Public Highway Declaration of a Road

Notice is given pursuant to section 204(1) of the **Local Government Act 1989** (Act) that the Melbourne City Council declares the road shown hatched on the plan hereunder as a public highway for the purposes of the Act.



DR KATHY ALEXANDER
Chief Executive Officer

MOONEE VALLEY CITY COUNCIL

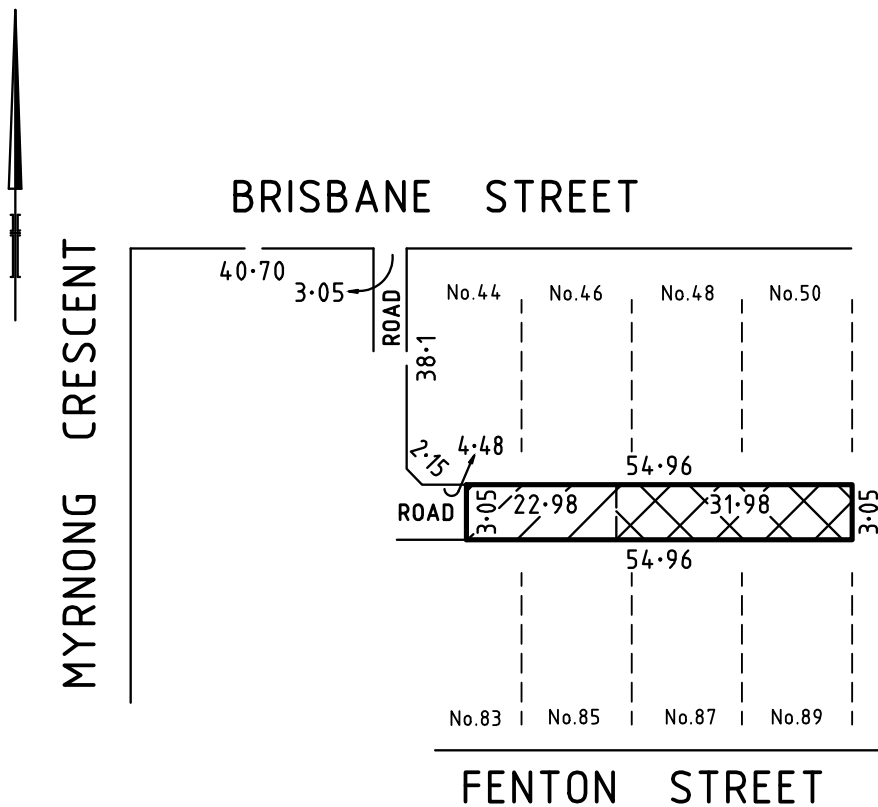
Road Discontinuance

Erratum

Notice is hereby given that the notice published on page 2634 G 48 of the Victoria Government Gazette dated 1 December 2011 was incorrect. The notice below replaces that notice.

Pursuant to section 206 and schedule 10, clause 3 of the **Local Government Act 1989**, the Moonee Valley City Council, at its meeting on 15 November 2011, formed the opinion that the entire section of road bounded by 44–48 Brisbane Street and 83–89 Fenton Street, Ascot Vale, shown hatched and cross-hatched on the plan below, is not reasonably required as a road for public use and resolved to discontinue the road and sell the land to the abutting owners.

The section of road shown cross-hatched is to be discontinued subject to the right, power, or interest held by City West Water in the road in connection with any sewers, drains or pipes under the control of that authority in or near the road.



SMITH
Chief Executive

WHITEHORSE CITY COUNCIL
Road Discontinuance

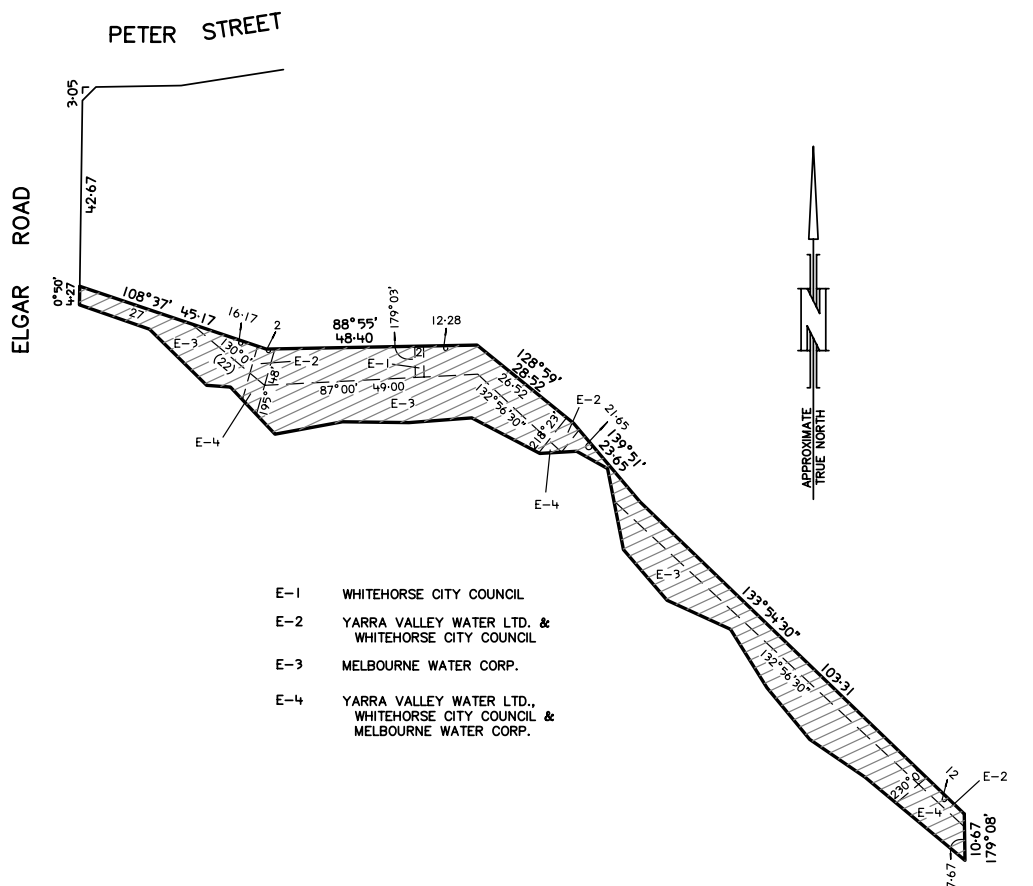
Pursuant to section 206 and schedule 10, clause 3 of the **Local Government Act 1989**, the Whitehorse City Council, at its meeting held on 28 May 2012, has formed the opinion that the road within Bushy Creek Parklands, Box Hill North, as shown hatched on the plan below, is not reasonably required as a road for public use and resolved to discontinue the road and to retain the land from the road for municipal purposes.

The section of road shown E-1 is to be retained by Council subject to the right, power or interest held by Whitehorse City Council in the road in connection with any drains or pipes under the control of that authority in or near the road.

The section of road shown E-2 is to be retained by Council subject to the right, power or interest held by Yarra Valley Water Limited and Whitehorse City Council in the road in connection with any sewers, drains or pipes under the control of those authorities in or near the road.

The section of road shown E-3 is to be retained by Council subject to the right, power or interest held by Melbourne Water Corporation in the road in connection with any drains or pipes under the control of that authority in or near the road.

The section of road shown E-4 is to be retained by Council subject to the right, power or interest held by Yarra Valley Water Limited, Whitehorse City Council and Melbourne Water Corporation in the road in connection with any sewers, drains or pipes under the control of those authorities in or near the road.



NOELENE DUFF
Chief Executive Officer



Road Management Act 2004

Adoption of Road Management Plan 2012

At the Ordinary Council Meeting Monday 14 May 2012, in accordance with 53(2) of the **Road Management Act 2004**, the Hume City Council adopted the Road Management Plan 2012 and all incorporated documents.

A copy of the Road Management Plan 2012 may be inspected at, or obtained from, the Council's Municipal Offices at Broadmeadows, 1079 Pascoe Vale Road, Sunbury, 40 Macedon Street, or Craigieburn Global Learning Centre, 75-95 Central Park Avenue, Craigieburn, or can be accessed online by viewing the Council website, www.hume.vic.gov.au and follow the links.

DOMENIC ISOLA
Chief Executive Officer



Smoke-Free Areas Local Law 2012

Boroondara City Council is considering making a Local Law to be known as the 'Smoke-free Areas Local Law 2012' (the proposed Local Law).

The following information about the proposed Local Law is provided in accordance with section 119 of the **Local Government Act 1989** (the Act):

Purposes of the Local Law

The purposes of the Local Law are to:

- prohibit smoking of tobacco products within 10 metres of children's playground equipment, barbecues and picnic tables, and at organised activities taking place at sporting fields, sporting facilities and playing fields on Council-controlled land;
- prohibit smoking of tobacco products within 5 metres of an entrance to a municipal building;
- prohibit smoking of tobacco products within 5 metres of taxi ranks and public transport stops located on Council-controlled land;

- prohibit smoking of tobacco products at events organised or sponsored by Council;
- prohibit smoking in areas prescribed by Council to be a smoke-free area;
- provide for the erection of signs about the smoking of cigarettes;
- protect the health and enjoyment of Council's residents and ratepayers and the amenity of the municipal district; and
- provide for the peace, order and good government of the municipal district.

General purport of the Local Law

The Local Law incorporates provisions that:

- define a smoke-free area and a smoke-free event in a manner consistent with the purposes set out above;
- make it an offence to smoke a tobacco product in a smoke-free area or at a smoke-free event;
- make it an offence not to extinguish a tobacco product and dispose of the extinguished tobacco product when directed to do so by an Authorised Officer;
- oblige a person who is guilty of an offence to pay Council all reasonable costs incurred by Council in remedying that offence; and
- facilitate the administration and enforcement of the Local Law.

A copy of the proposed Local Law may be inspected at the Council offices at 8 Inglesby Road, Camberwell, during office hours. Other copies of the proposed Local Law may be inspected at Council's Customer Service Centres (during their normal operating hours) and on Council's website.

Any person may make a submission about the proposed Local Law to Council. All submissions received by the Council by close of business on Thursday 19 July 2012 will be considered in accordance with section 223 of the Act. Any person making a submission is entitled to request (in the submission itself) to be heard in support of the submission by appearing before a meeting of Council or a Council committee (either personally or by a person acting on his or her behalf). In that event, the person will be notified of the date and time of the meeting.

Please note that copies of submissions (including submitters' names and addresses) will be made available at the Council or special committee meeting at which the above proposal

will be considered. The Council is also required to make submissions available for public inspection for a period of twelve months.

Submissions should be lodged at the Council offices at 8 Inglesby Road, Camberwell or posted to Council at City of Boroondara, Private Bag 1, Camberwell, Victoria 3124.

Enquiries should be directed to Michael Somerville, Manager Local Laws, on 9278 4949.

PHIL STORER
Chief Executive Officer



Proposed Meetings Procedures and Common Seal Local Law

Notice is hereby given that at a meeting of the Mornington Peninsula Shire Council held on 28 May 2012, Council proposed to make a Local Law titled Meetings Procedures and Common Seal Local Law.

The following information about the proposed Local Law is provided in accordance with section 119(2) of the **Local Government Act 1989** (the Act):

Purpose of the Proposed Local Law

The purpose of this proposed Local Law is to:

- provide a mechanism to facilitate the good government of the Mornington Peninsula Shire Council through its formal meetings procedure to ensure effective and efficient Council decisions are made in a manner which promotes the effectiveness of Local Government in the Mornington Peninsula community and within the Australian system of Government;
- promote and encourage community leadership by the Mornington Peninsula Shire Council, consistent with the community's views and expectations;
- promote and encourage community participation in Local Government; and
- regulate and govern the:
 - use of Council's Common Seal;
 - procedure for election of Mayor and any Deputy Mayor; and

- way in which meetings of the Council, special committees and advisory committees of the Council are conducted.

General Purport of the Proposed Local Law

The general purport of the Local Law includes:

- prescribing the authorisations required for the use of the Council's Common Seal, the way in which it can be affixed in a document and its keeping;
- requirements applying to recording Committee meetings and assemblies of Councillors;
- the enforcement and penalty provisions for contravention of the Local Law; and
- incorporating additional requirements relating to the election of the Mayor and Deputy Mayor and the conduct of meetings by applying the Council's Procedure for the Election of Mayor and Deputy Mayor and the Meetings Procedure Protocol.

A copy of the proposed Local Law and associated Discussion Paper can be obtained from any of the Shire's Customer Service Offices, the Shire's website at www.mornpen.vic.gov.au or by contacting Mark Howells, Team Leader Governance on 5950 1422.

Any person may make a written submission relating to the proposed Local Law. All submissions received by Council on or before Tuesday 24 July 2012, will be considered in accordance with section 223 of the Act. Any person making a submission is entitled to request to be heard in support of the submission by appearing before a meeting of the Council's Section 223 Submissions Committee, either personally or by a person acting on his or behalf.

Submissions should be marked 'Meetings Procedures and Common Seal Local Law Submission' and lodged at any Council Office located in Hastings, Mornington or Rosebud, or posted to the Chief Executive Officer, Mornington Peninsula Shire, Private Bag 1000, Rosebud 3939, or emailed to custserv@mornpen.vic.gov.au

DR MICHAEL KENNEDY
Chief Executive Officer



COMMITTED TO A
SUSTAINABLE
PENINSULA

Proposed Consumption of Liquor Local Law

Notice is hereby given that at a meeting of the Mornington Peninsula Shire Council held on 28 May 2012, Council proposed to make a Local Law titled 'Consumption of Liquor Local Law'.

The following information about the proposed Local Law is provided in accordance with section 119(2) of the **Local Government Act 1989** (the Act):

Purpose of the Proposed Local Law

The purpose of this Local Law is to:

- regulate and control the consumption of alcohol in designated areas, and prohibit the possession of alcohol in other areas, within the Municipal District;
- protect against behaviour which causes detriment to the amenity and environment of the Municipal District;
- protect the community interest;
- provide for the enforcement of this Local Law, including issue of infringement notices, noting that enforcement of this Local Law would usually be the role of Members of the Victoria Police;
- provide generally for the administration of Council's powers and functions;
- lead and educate the public as to what is, and what is not, appropriate behaviour; and
- provide generally for the peace, order and good government of the Municipal District.

General Purport of the Proposed Local Law

The proposed Local Law will achieve its objectives by a number of measures including:

- prohibiting the consumption of liquor or the possession and control of liquor other than in a sealed container in specified locations (described by reference to maps in the Local Law), on a road or Council land (including while in a vehicle);
- prohibiting the consumption of liquor or the possession and control of liquor other than in a sealed container in specified locations (described by reference to maps in the Local Law), on a road or Council land (including while in a vehicle) between certain nominated hours;

- applying specific controls to the consumption and the possession of liquor on Council land or a road for the New Year and Australia Day periods;
- identifying exemptions from the prohibitions, such as in licensed premises, participation in a function or an activity for which the Council has given a written exemption or a permit has been granted by the Council, or camping sites on the foreshore provided the occupants possess a current permit; and
- providing for the administration and enforcement of the Local Law through a permit system and creating offences for contravention of certain provisions in the Local Law.

A copy of the proposed Local Law and associated Discussion Paper can be obtained from any of the Shire's Customer Service Offices, the Shire's website at www.mornpen.vic.gov.au or by contacting Mark Howells, Team Leader Governance on 5950 1422.

Any person may make a written submission relating to the proposed Local Law. All submissions received by Council on or before Tuesday 24 July 2012, will be considered in accordance with section 223 of the Act. Any person making a submission is entitled to request to be heard in support of the submission by appearing before a meeting of the Council's Section 223 Submissions Committee, either personally or by a person acting on his or behalf.

Submissions should be marked 'Consumption of Liquor Local Law Submission' and lodged at any Council Office located in Hastings, Mornington or Rosebud, or posted to the Chief Executive Officer, Mornington Peninsula Shire, Private Bag 1000, Rosebud 3939, or emailed to custserv@mornpen.vic.gov.au

DR MICHAEL KENNEDY
Chief Executive Officer



COMMITTED TO A
SUSTAINABLE
PENINSULA

Proposed General Purposes Local Law

Notice is hereby given that at a meeting of the Mornington Peninsula Shire Council held on 28 May 2012, Council proposed to make a Local Law titled General Purposes Local Law.

The following information about the proposed Local Law is provided in accordance with section 119(2) of the **Local Government Act 1989** (the Act):

Purpose of the Proposed Local Law

The purpose of this proposed Local Law is to:

- provide for the peace, order and good government of the Municipal District of the Mornington Peninsula Shire Council;
- promote a physical and social environment in which residents and visitors to the Municipal District can enjoy a quality of life that meets the general expectations of the community;
- prevent and suppress nuisances which may adversely affect the enjoyment of life within the Municipal District or the health, safety and welfare of persons within the Municipal District;
- prohibit, regulate and control activities which may be dangerous or unsafe or detrimental to a person's health, amenity or the environment;
- provide for fair access and use of Council and community assets and prescribe measures to protect those assets; and
- prescribe requirements for the administration and enforcement of the Local Law.

General Purport of the Proposed Local Law

The proposed Local Law will achieve its objectives by a number of measures including:

- identifying uses and activities that will require a permit, such as moveable advertising signs, displaying goods for sale and the location of street furniture on the footpath, planting trees and plantations that will interfere with views, placing shipping containers on residential land or land zoned Green Wedge under the Mornington Peninsula Planning Scheme, open air burning on small allotments and keeping animals in excess of the number and type permitted in certain circumstances;
- identifying uses and activities which must comply with conditions or requirements in the Local Law, such as the use of Council land, including libraries, swimming pools, parks and reserves, building sites, waste disposal, controls applying to animals in public places and keeping animals, selling and displaying aerosol spray paint, removal of asbestos up to a prescribed amount from buildings, open air burning on larger allotments, nuisance burning and incinerators and chimneys;

- identifying uses and activities that are prohibited in certain circumstances such as allowing land and buildings to be or become unsightly or dilapidated in comparison to other land or buildings in the vicinity or allowing land to become dangerous, behaving on Council land or on a road in a way that could harm or injure another person or which interferes with another person's reasonable enjoyment of that land or which could damage Council and community assets;
- applying Council Policies to certain uses and activities such as moveable advertising signs, street furniture, display of goods for sale and maintenance of building sites and incorporating their requirements in the Local Law; and
- providing for the administration and enforcement of the Local Law through a permit system and creating offences for contravention of certain provisions in the Local Law.

A copy of the proposed Local Law and associated Discussion Paper can be obtained from any of the Shire's Customer Service Offices, the Shire's website at www.mornpen.vic.gov.au or by contacting Mark Howells, Team Leader Governance on 5950 1422.

Any person may make a written submission relating to the proposed Local Law. All submissions received by Council on or before Tuesday 24 July 2012, will be considered in accordance with section 223 of the Act. Any person making a submission is entitled to request to be heard in support of the submission by appearing before a meeting of the Council's Section 223 Submissions Committee, either personally or by a person acting on his or behalf.

Submissions should be marked 'General Purposes Local Law Submission' and lodged at any Council Office located in Hastings, Mornington or Rosebud, or posted to the Chief Executive Officer, Mornington Peninsula Shire, Private Bag 1000, Rosebud 3939, or emailed to custserv@mornpen.vic.gov.au

DR MICHAEL KENNEDY
Chief Executive Officer



BOROONDARA
City of Harmony

Planning and Environment Act 1987
BOROONDARA PLANNING SCHEME
Notice of Preparation of Amendment
Amendment C150
Authorisation A02084

The Boroondara City Council has prepared Amendment C150 to the Boroondara Planning Scheme.

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

The land affected by the Amendment is:

- Union Road Residential Precinct: most of Union Road between Guildford and Whitehorse roads, Surrey Hills
- Surrey Hills North Residential Precinct: part of Chatham, Croydon, Empress, Guildford, Junction, Kingston, Mont Albert, Robinson, Sir Garnet and West roads and part of Sunbury Crescent, in Surrey Hills and Canterbury
- Canterbury Hill Estate Precinct: part of Albert, Bristol, Compton, Hocknell and Queen streets, part of Highfield, Prospect Hill, Riversdale and Wattle Valley roads, in Surrey Hills, Canterbury and Camberwell.

The Amendment proposes to apply a permanent heritage overlay to the abovementioned heritage precincts. In particular, the Amendment proposes to:

- amend the LPPF, Clause 22.05 (Heritage Policy) to include the statement of significance for the Union Road Residential Precinct, Surrey Hills North Residential Precinct and Canterbury Hill Estate Precinct at Sub-Clause 22.05-5 and include the associated heritage citations as reference documents at Sub-Clause 22.05-7;
- amend the Schedule to Clause 43.01 (Heritage Overlay) to introduce three (3) new heritage overlays: HO534, HO535 and HO536; and

- amend the Planning Scheme Maps to apply Heritage Overlay 534 to the Union Road Residential Precinct, Heritage Overlay 535 to the Surrey Hills North Residential Precinct and Heritage Overlay 536 to the Canterbury Hill Estate Precinct.

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, Boroondara City Council, Camberwell Council offices, Planning Counter, First Floor, 8 Inglesby Road, Camberwell; and at the Department of Planning and Community Development website, 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 27 July 2012. A submission must be sent to the Strategic Planning Department, City of Boroondara, Private Bag 1, Camberwell, Victoria 3124.

PHIL STORER
Chief Executive Officer



**City of
Whittlesea**

Planning and Environment Act 1987
WHITTLESEA PLANNING SCHEME
Notice of Preparation of Amendment
Amendment C157
Authorisation A01984

The Whittlesea City Council has prepared Amendment C157 to the Whittlesea Planning Scheme.

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

The land affected by the Amendment is the Peter Lalor Housing Estate, Lalor, including:

- Residential land generally bound by Station Street, Vasey Avenue and Middleton Street.
- Three Council reserves located between Station Street and Rochdale Square.

- The Cherry Court and Hamilton Court road reserves and pedestrian links.
The Amendment proposes to:
- introduce a Heritage Overlay to the Peter Lalor Housing Estate Precinct, Lalor;
- include reference to the heritage significance of the Peter Lalor Housing Estate in the Municipal Strategic Statement;
- introduce the Peter Lalor Housing Estate Heritage Guidelines 2012 as a reference document in the Municipal Strategic Statement; and
- introduce the Peter Lalor Housing Estate Heritage Precinct Incorporated Plan as an incorporated document at schedule to Clause 81.01.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Whittlesea City Council, 25 Ferres Boulevard, South Morang; and at the Department of Planning and Community Development website, 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 17 July 2012. Written submissions should be sent to the Chief Executive Officer, Whittlesea City Council, Locked Bag 1, Bundoora MDC 3083.

DAVID TURNBULL
Chief Executive Officer

Creditors, next-of-kin and others having claims against the estate of any of the 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 13 August 2012, after which date State Trustees Limited may convey or distribute the assets, having regard only to the claims of which State Trustees Limited then has notice.

ADAMS, John Stuart, late of 133 Rosslyn Avenue, Seaford, Victoria 3198, unemployed, deceased, who died on 3 December 2011.

CROMB, Allan James, late of Regis Heathcliff Manor, 118 Somers Avenue, Macleod, Victoria 3085, deceased, who died on 26 February 2012.

HUNTER, Marjori Louisa, late of PO Box 107, Macedon, Victoria 3440, deceased, who died on 1 January 2012.

LANDER, Kenneth Wayne John, also known as Ken Lander, late of 29 Ireland Street, Burwood, Victoria 3125, retired, deceased, who died on 6 February 2012.

LAWLOR, Patrick Anthony, late of 28 Wallace Road, Burwood, Victoria 3125, retired, deceased, who died on 6 December 2011.

LEECH, Moya Agnes, late of Royal Avenue Retirement Village, 46–48 Royal Avenue, Essendon North, Victoria 3041, pensioner, deceased, who died on 31 August 2011.

SHARKEY, Mark Glagys, late of Unit 101, 'Resthaven', 30 Sussex Terrace, Westbourne Park, SA 5041, deceased, who died on 1 October 2011.

SMART, Helen Joyce, late of Oaklea Hall Hostel, 15 Birdwood Avenue, Brighton, Victoria 3186, deceased, who died on 19 January 2012.

TALINTYRE, Dulcie Alfreda, late of Regis Grange Rosebud, 1 Wyuna Street, Rosebud West, Victoria 3940, deceased, who died on 23 February 2012.

Dated 4 June 2012

STEWART MacLEOD
Manager

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 15 August 2012, after which date State Trustees Limited may convey or distribute the assets, having regard only to the claims of which State Trustees Limited then has notice.

BARKER, Lydia Ruth, late of Bupa, 208 Holesworth Road, Bendigo, Victoria 3550, home duties, deceased, who died on 22 October 2011.

BRZEZOWSKA, Janina Maria, late of Dominikowice 215, 38–303, Kobylanka, Poland, deceased, who died on 24 September 2008.

CROFT, Margaret Patricia Mathieson, late of East Grampians Health Service, 70 Lowe Street, Ararat, Victoria 3377, deceased, who died on 11 March 2012.

FIEDLER, Alice May, late of 25 Dalgety Street, Dandenong South, Victoria 3175, clerk, deceased, who died on 2 February 2012.

FUHRER, Franz, late of Bluecross Willowmead, 70 Kilmore–Lancefield Road, Kilmore, Victoria 3764, deceased, who died on 24 February 2012.

KOTZE, Joyce Betty, late of 376 Middleborough Road, Blackburn, Victoria 3130, retired, deceased, who died on 25 February 2012.

MEHMET-ALI, Ibrahim, late of 118 Malmsbury Drive, Meadow Heights, Victoria 3048, deceased, who died on 19 December 2011.

MURPHY, Doreen May, late of 6 Heritage Court, Werribee, Victoria 3030, deceased, who died on 29 September 2011.

O'CALLAGHAN, Anthony Francis, late of Oak Towers, 139 Atherton Road, Oakleigh, Victoria 3166, deceased, who died on 14 March 2012.

RICHARDSON, June Louise, late of 82 York Road, Mount Evelyn, Victoria 3796, deceased, who died on 14 February 2012.

SHALLARD, Dorothy Myrtle, late of Vasey RSL Care Nursing Home, 5–7 Tower Avenue, Bundoora, Victoria 3083, deceased, who died on 4 March 2012.

WILSON, Geoffrey James, late of Centennial Lodge, 13 Lewis Road, Wantirna, Victoria 3152, deceased, who died on 27 June 2011.

Dated 6 June 2012

STEWART MacLEOD
Manager

EXEMPTION

Application No. A11/2012

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Cornish College (the applicant). The application for exemption is to enable the applicant to, from time to time, for the purpose of achieving gender balance:

(a) advertise for gender specific students for various school year levels; and

(b) grant scholarships to male or female students and advertise the offering of those scholarships

(the exempt conduct).

Upon reading the material filed in support of this application, including the affidavit of Martin William Massey and having heard evidence from Mr Massey at the hearing held on 5 June 2012, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 38, 44, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

The Tribunal hereby grants an exemption from the operation of sections 38, 44, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 13 June 2017.

This exemption is subject to the condition that the applicant must, as soon as possible, advise the Tribunal if, at every year level, there is a gender balance of male and female students.

Dated 5 June 2012

A. DEA
Member

Children, Youth and Families Act 2005

Pursuant to section 520A(2) of the **Children, Youth and Families Act 2005**, I assign the following magistrate to the Neighbourhood Justice Division of the Children's Court of Victoria:

Margaret Gill Harding

Dated 8 June 2012

JUDGE PAUL GRANT
President
Children's Court of Victoria

Co-operatives Act 1996

OUYEN PRIMARY SCHOOL
CO-OPERATIVE LTD

On application under section 601AA(2) of the **Corporations Act 2001** (the Act), by the co-operative named above, notice is hereby

given under section 601AA(4) of the Act, as applied by section 316 of the **Co-operatives Act 1996**, that, at the expiration of two months from the date of this notice, the name of the co-operative listed above will, unless cause is shown to the contrary, be removed from the register of co-operatives and the registration will be dissolved.

Dated at Melbourne 14 June 2012

CLAIRE NOONE
Director, Consumer Affairs

Co-operatives Act 1996

BENALLA EAST PRIMARY SCHOOL
DEVELOPMENT CO-OPERATIVE LTD

On application under section 601AA(2) of the **Corporations Act 2001** (the Act), by the co-operative named above, notice is hereby given under section 601AA(4) of the Act, as applied by section 316 of the **Co-operatives Act 1996**, that, at the expiration of two months from the date of this notice, the name of the co-operative listed above will, unless cause is shown to the contrary, be removed from the register of co-operatives and the registration will be dissolved.

Dated at Melbourne 14 June 2012

DAVID BETTS
Deputy Registrar of Co-operatives
Consumer Affairs Victoria

Electoral Act 2002

CHANGES TO REGISTER OF
POLITICAL PARTIES

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

Name of registered political party: Family First Party Victoria Inc.

Name of new Registered Officer: Mr Aaron D'Orival.

New address: 1/297 Canterbury Road,
Canterbury, Victoria 3126.

Dated 6 June 2012

LIZ WILLIAMS
Victorian Electoral Commission

Electricity Industry Act 2000

NOTIFICATION OF DETERMINATION BY
THE ESSENTIAL SERVICES COMMISSION

The Essential Services Commission has determined that the proposed interest to be acquired by GDF SUEZ S.A. by its wholly owned subsidiary Electrabel S.A. in International Power plc is not a prohibited interest for the purposes of section 68(2), (3) or (4) of the **Electricity Industry Act 2000** (EI Act).

Under section 68(8)(b)(ii) of the EI Act, the Essential Services Commission has determined that it is satisfied that the Australian Competition and Consumer Commission (ACCC) has considered the proposed acquisition, and that the ACCC has notified GDF SUEZ S.A. that it does not intend to take action in relation to the acquisition under section 50 of the **Competition and Consumer Act 2010**.

A copy of the Determination is available on the Commission's website located at <http://www.esc.vic.gov.au> or a copy can be obtained by calling the Commission's reception on (03) 9651 0222.

Dated 8 June 2012

DR RON BEN-DAVID
Chairperson

Emergency Services Superannuation Act 1986

ELECTION TO FILL THE FOLLOWING
CASUAL VACANCY ON THE EMERGENCY
SERVICES SUPERANNUATION BOARD:

- One Deputy to a Current Scheme Member of the Board

Notice is given of an election to fill one (1) position of 'Deputy Scheme Member of the Board' (to act as Deputy to a current elected 'Scheme Member of the Board') to represent the members of the former State Superannuation Funds, in accordance with sections 7 and 9 of the **Emergency Services Superannuation Act 1986**.

The elected member will be required to continue the term and fulfil the duties of the vacating 'Deputy Scheme Member of the Board', and hold office from the date of appointment by the Governor in Council until 31 December 2016.

The election will be conducted in accordance with the Emergency Services Superannuation Board 2012 Board Election Procedures.

Nominations are to be on the approved Nomination Form and must be received by the

Returning Officer, Mr Keegan Bartlett, at the Victorian Electoral Commission (VEC), Level 11, 530 Collins Street, Melbourne 3000, no later than 12.00 noon on Thursday 28 June 2012.

Nomination forms and further information regarding the election may be obtained from the VEC by telephoning (03) 8620 1145.

If a ballot is necessary to decide the election, a 'draw' to determine the candidates' positions on the ballot paper will be conducted at the Victorian Electoral Commission at 1.00 pm on Friday 29 June 2012.

Ballot materials will be mailed out to members who are eligible to vote on Friday 13 July 2012 and voting will close at 5.00 pm on Thursday 2 August 2012.

Dated 14 June 2012

MARK PULI
Chief Executive Officer
Emergency Services Superannuation Board

Environment Protection Act 1970
WASTE MANAGEMENT POLICY
(USED PACKAGING MATERIALS)

The Waste Management Policy (Used Packaging Materials) ('Policy') was declared on 24 April 2012 and printed in Government Gazette No. G17 on 26 April 2012.

The Policy incorporates a document entitled the Australian Packaging Covenant ('Covenant'). In accordance with section 32(3) of the **Interpretation of Legislation Act 1984**, a copy of the Covenant has been lodged with the Clerks of the Parliament.

A copy of the Covenant is available for inspection during normal business hours at EPA Victoria, Level 3, 200 Victoria Street, Carlton 3053. For more information contact EPA Victoria on (03) 9695 2722.



Heritage
VICTORIA

Heritage Act 1995

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 1995**, I give notice under section 46 that the Victorian Heritage Register is amended by amending Heritage Register Number 937 in the category described as Heritage Place/ Archaeological Place.

Caloola (Former Sunbury Mental Hospital)
The Avenue, The Heights, Hilltop Court,
Outlook Way, Circular Drive, Golf Links Drive,
Bellevue Drive, Schoolhouse Lane, Florence
Lane, Peppercorn Lane and York Place,
Sunbury
Hume City

EXTENT

1. All of the land marked L1 on Diagram 937A held by the Executive Director.
2. All of the buildings marked B1-B45 on the Diagram 937A,B and C held by the Executive Director.

General: Landscape and mature plantings, airing courts, roads and pathways, tramway track, remaining stone wall and associated earthworks.

- B1 Former Industrial School Ward
- B2 Former Industrial School Ward
- B3 Former Industrial School Ward
- B4 Former Industrial School Ward
- B5 Former Industrial School Ward
- B6 Former Industrial School Ward
- B7 Former Industrial School Ward
- B8 Former Industrial School Ward
- B9 Former Industrial School Ward
- B10 Industrial School Workshop
- B11 Industrial School Workshop
- B12 Industrial School Workshop
- B13 Industrial School Workshop
- B14 Industrial School Kitchen
- B15 Industrial School Hospital
- B16 Farm Building and associated paving
- B17 Reservoir
- B18 Reservoir
- B19 Toilet
- B20 Drystone wall remnants and alignment
- B21 Bathhouse
- B22 Shelter/Sunshade (Industrial School)
- B23 Shelter/Sunshade (Industrial School)
- B24 Shelter/Sunshade (Industrial School)
- B25 Female Refractory Ward (including hairpin fence and trellised rest house in airing court)
- B26 Female Infirmary Wards
- B27 Female Admission and Special Wards
- B28 Male Hospital
- B29 Administration Building

B30 Female Hospital
 B31 Male Admission and Special wards
 B32 Male Infirmiry Wards
 B33 Hospital
 B34 Shelter/Sunshades in Front Airing Court
 B35 Shelters/Sunshades in Front Airing Court
 B36 Shelters/Sunshades in Front Airing Court
 B37 Shelters/Sunshades in Front Airing Court
 B38 Privy in Front Airing Court
 B39 Remnant Pathways in Front Airing Courts
 B40 Sunken wall (ha ha) in front of Administration Building
 B41 Front Entrance and Forecourt in front of Administration Building
 B42 Asylum Kitchen
 B43 Laundry
 B44 Mess Room
 B45 Former Medical Superintendent's House

Dated Thursday 14 June 2012

JIM GARD'NER
 Executive Director



Heritage
 VICTORIA

Heritage Act 1995

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 1995**, I give notice under section 46 that the Victorian Heritage Register is amended by including Heritage Register Number 2301 in the category described as Heritage Place.

St Michael and St John Catholic Church
 9 McLachlan Street
 Horsham
 Horsham Rural City

EXTENT

1. All of the land marked L1 on Diagram 2301 held by the Executive Director being all of Lot 1 on Title Plan 247552, and Lot 1 on Title Plan 379437 and Lot 1 on Title Plan 102858.

2. All of the building marked B1 on Diagram 2301 held by the Executive Director.

Dated Thursday 14 June 2012

JIM GARD'NER
 Executive Director



Heritage
 VICTORIA

Heritage Act 1995

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 1995**, I give notice under section 46 that the Victorian Heritage Register is amended by including Heritage Register Number 2285 in the category described as Heritage Place.

Former Nobelius Nursery, Packing Shed and Railway Siding
 9 Emerald Lake Road and Princess Avenue
 Emerald
 Cardinia Shire

EXTENT

1. All of the land marked L1 on Diagram 2285 held by the Executive Director being all of Consolidation Plan 247552, and part of the road reserve of Crichton Road and part of Lot 1 on Title Plan 515885 bounded to the south by, but not including, the railway mainline.
2. All of the former packing shed marked B1 and the railway siding marked F1 on Diagram 2285 held by the Executive Director.

General: The landscape and the mature trees

Dated Thursday 14 June 2012

JIM GARD'NER
 Executive Director

Valuation of Land Act 1960

**DEPARTMENT OF SUSTAINABILITY
 AND ENVIRONMENT**

Fees for the Provision of Information

I, Robert Marsh, Valuer-General, pursuant to section 5(2) of the **Valuation of Land Act 1960**, set the following fees to be paid for the provision of property sales information held on my behalf by LANDATA® and known as property sales data, being details of sale or transfer of land or of an interest in land:

- 1) For the supply of property sales data through the LANDATA[®] Property Sales and Valuations website to those classes of person listed in (a), (b), (c) and (f) of the Minister's policy direction:
 - (i) Details of an individual record: 25.04 cents per record;
 - (ii) For all sales and transfer data in the whole of any municipality or locality: 25.04 cents per record.
- 2) For the supply of property sales data via a person or organisation contracted by the Department to provide services to those classes of person listed in (a), (b), (c) and (f) of the Minister's policy direction:
 - (i) For all sales and transfer data: 17.89 cents per record.
- 3) For the supply of property sales data via other media (eg. facsimile, email, telephone) to those classes of person listed in (d) and (e) of the Minister's policy direction:
 - (i) For the supply of all or specific property sales records in any municipality: \$30.00 per request plus 31.02 cents per record.
- 4) For the supply of a sales history report:
 - (i) When ordered through and supplied by online computer access: \$2.40 for each report;
 - (ii) When ordered and supplied by attending the Land Information Centre at 570 Bourke Street, Melbourne: \$4.55 for each report.

Note: All of the fees in 1, 2, 3 and 4 above are GST exclusive.

ROBERT MARSH
Valuer-General

Bus Safety Act 2009 (Vic.)

DECLARATION UNDER SECTION 7(1)(C)

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

Bus Operator Name:	ACN/ARBN:	Registered Address:
Sales Marketing and Real Technologies – SMART Pty Ltd	094 805 295	Level 3, 554 Church Street, Richmond, Victoria 3121
Sifas Corporation Pty Ltd	128 875 043	24 Arden Drive, Noble Park, Victoria 3174
S & S Operations Pty Ltd	139 433 097	27 Cavendish Street, Broadmeadows, Victoria 3047

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

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

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

Dated 14 June 2012

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

PUBLIC NOTICE CONCERNING NEIGHBOURHOOD SAFER PLACES

One public land reserve established under the **Crown Land (Reserves) Act 1978** has been identified as meeting the Country Fire Authority Assessment Guidelines for neighbourhood safer places. As the Minister responsible for the **Crown Land (Reserves) Act 1978**, I consent to the use of the following reserve as Neighbourhood Safer Places.

Reserve No.	Municipality	Township Name	General Location	Description
0511856	Corangamite	Parish of Timboon	53 Bailey Street, Timboon 3268	Timboon and District Public Hall Reserve

Dated 4 June 2012

PETER WATKINSON
Executive Director, Public Land Division

Flora and Fauna Guarantee Act 1988

The **Flora and Fauna Guarantee Act 1988** is the main biodiversity legislation in Victoria. The Act enables members of the public to nominate species, ecological communities and potentially threatening processes for listing. Nominations under the Act are considered by an independent Scientific Advisory Committee, which makes recommendations to the Minister for Environment and Climate Change and the Minister for Agriculture and Food Security.

The Committee has made the following preliminary recommendations. Recommendation Reports have been prepared for each recommendation. Copies of the reports can be obtained from the Head Office and major country offices of the Department of Sustainability and Environment (DSE). The **Flora and Fauna Guarantee Act 1988** (the Act) and the Flora and Fauna Guarantee Regulations 2011 can be viewed at these offices or on the internet (<http://www.dse.vic.gov.au>).

PRELIMINARY RECOMMENDATIONS OF THE SCIENTIFIC ADVISORY COMMITTEE

In accordance with section 14 of the Act, the Scientific Advisory Committee has made preliminary recommendations on whether the following nominated items should or should not be listed under the Act.

Item supported for listing

825 Cool Temperate Mixed Forest Community

Criteria satisfied

2.1.1, 2.1.2, 2.1.3, 2.2.1, 6.1

The reason that the nomination is supported is that the item satisfies at least one primary criterion of the set of criteria maintained under section 11 of the Act and stated in Schedule 1 of the previous Flora and Fauna Guarantee Regulations 2001.

Items not supported for listing

827 Competition with native fauna by the Common Myna (*Sturnus tristis*)
(Potentially Threatening Process)

Criteria satisfied

None

828 Latham's Snipe *Gallinago hardwickii*

None

The reason that the nominations for listing are not supported is that the items do not adequately satisfy any of the set of criteria prepared and maintained under section 11 of the **Flora and Fauna Guarantee Act 1988**, and stated in Schedule 1 of the previous Flora and Fauna Guarantee Regulations 2001.

SUBMISSIONS INVITED ON PRELIMINARY RECOMMENDATIONS OF
THE SCIENTIFIC ADVISORY COMMITTEE

Electronic (by email) or written submissions (in envelopes marked CONFIDENTIAL) supplying evidence that supports or contradicts the preliminary recommendations will be accepted until Monday 30 July 2012. Submissions must be signed and provide a full postal address and

daytime telephone number of the person or group making the submission. Emailed submissions should include a postal address so that those making a submission can be advised of developments by letter. Please note that the Scientific Advisory Committee considers only nature conservation issues.

Submissions should be sent to: Martin O'Brien, Executive Officer, Scientific Advisory Committee, care of Department of Sustainability and Environment, 2/8 Nicholson Street (PO Box 500), East Melbourne, Victoria 3002. Email: martin.o'brien@dse.vic.gov.au

For inquiries regarding the Act please contact Martin O'Brien (03) 9637 9869. For information on specific items please contact Martin O'Brien or flora and fauna staff at DSE offices.

MARTIN O'BRIEN

Executive Officer, Scientific Advisory Committee, June 2012.

The Scientific Advisory Committee is committed to protecting information provided in accordance with the principles of the **Information Privacy Act 2000**. Information contained in any submissions, nominations or other correspondence is stored and used by the Committee for the purpose of advising the Minister for Environment and Climate Change and the Minister for Agriculture and Food Security on nature conservation matters related to the **Flora and Fauna Guarantee Act 1988**. This information may be disclosed to other relevant government agencies, or if required by law. Those people making submissions can access their contact details held by the Committee by contacting the Executive Officer at the address above.

PREPARATION OF ACTION STATEMENTS

Under section 19 of the **Flora and Fauna Guarantee Act 1988**, the Secretary to the Department of Sustainability and Environment is required to prepare an Action Statement (or management plan) for each listed item. Action Statements set out what has been done and what is intended to be done to conserve or manage that item.

Groups or individuals wishing to comment on a particular action statement at the draft stage, if and when the above items are listed by the Governor in Council on the recommendation of the Ministers, should express their interest to: Kylie White, Executive Director, Biodiversity and Ecosystem Services Branch, Department of Sustainability and Environment, PO Box 500, East Melbourne, Victoria 3002.

Flora and Fauna Guarantee Act 1988

NOTICE OF DECISION UNDER SECTION 16

In accordance with section 16 of the **Flora and Fauna Guarantee Act 1988**, Ryan Smith, Minister for Environment and Climate Change, and Peter Walsh, Minister for Agriculture and Food Security, have:

- (i) considered the recommendations of the Scientific Advisory Committee; and
- (ii) considered the comments of the Victorian Catchment Management Council; and
- (iii) decided to recommend to the Governor in Council that the taxon and community described in the Schedule to this Notice be added to the Threatened List; and
- (iv) decided to recommend to the Governor in Council that the processes described in the Schedule to this Notice be added to the Processes List.

The reasons for the decision are shown in the Table contained in this Notice.

Dated 6 June 2012

RYAN SMITH
Minister for Environment and
Climate Change

PETER WALSH
Minister for Agriculture and
Food Security

Schedule

ITEMS TO BE ADDED TO THE THREATENED LIST

Poa physoclina Wind-blown Tussock-grass
Granite Foothills Spring Wetland (North-East Victoria) Community

ITEMS TO BE ADDED TO THE PROCESSES LIST

Degradation and loss of habitats caused by feral Horses (*Equus caballus*).
Reduction in biodiversity resulting from Noisy Miner (*Manorina melanocephala*) populations in Victoria.
Soil degradation and reduction of biodiversity through browsing and competition by feral goats (*Capra hircus*).

Table

REASONS FOR DECISION

The reason for listing these items is because they meet the following eligibility criteria specified in Schedule 2 of the Flora and Fauna Guarantee Regulations 2001.

Taxa / Potentially Threatening Process	Criteria/criterion met
Wind-blown Tussock-grass	<p>Criterion 1.2 the taxon is significantly prone to future threats which are likely to result in extinction.</p> <p>Sub-criterion 1.2.1 the taxon is very rare in terms of abundance and distribution.</p>
Granite Foothills Spring Wetland (North-East Victoria) Community	<p>Criterion 2.1 the community is in a state of demonstrable decline which is likely to result in extinction.</p> <p>Sub-criterion 2.1.1 the community is in a demonstrable state of decline which is likely to result in a significant loss of its component taxa.</p> <p>Sub-criterion 2.2.1 the community is very rare in terms of the total area it covers or it has a very restricted distribution or it has been recorded from only a few localities.</p>
Degradation and loss of habitats caused by feral Horses (<i>Equus caballus</i>)	<p>Criterion 5.1 the potentially threatening process poses or has the potential to pose a significant threat to the survival of a range of flora or fauna.</p> <p>Sub-criterion 5.1.1 the potentially threatening process poses or has the potential to pose a significant threat to the survival of two or more taxa.</p> <p>Sub-criterion 5.1.2 the potentially threatening process poses or has the potential to pose a significant threat to the survival of a community of flora or fauna.</p> <p>Sub-criterion 5.2 the potentially threatening process poses or has the potential to pose a significant threat to the evolutionary development of a range of flora or fauna.</p> <p>Sub-criterion 5.2.1 the potentially threatening process poses or has the potential to pose a significant threat to the evolutionary development of two or more taxa.</p> <p>Sub-criterion 5.2.2 the potentially threatening process poses or has the potential to pose a significant threat to the evolutionary development of a community of flora or fauna.</p>

Taxa / Potentially Threatening Process	Criteria/criterion met
Reduction in biodiversity resulting from Noisy Miner (<i>Manorina melanocephala</i>) populations in Victoria	<p>Criterion 5.1 the potentially threatening process poses or has the potential to pose a significant threat to the survival of a range of flora or fauna.</p> <p>Sub-criterion 5.1.1 the potentially threatening process poses or has the potential to pose a significant threat to the survival of two or more taxa.</p> <p>Sub-criterion 5.1.2 the potentially threatening process poses or has the potential to pose a threat to the survival of a community of flora or fauna.</p> <p>Sub-criterion 5.2.2 the potentially threatening process poses or has the potential to pose a significant threat to the evolutionary development of a community of flora or fauna.</p>
Soil degradation and reduction of biodiversity through browsing and competition by feral goats (<i>Capra hircus</i>)	<p>Criterion 5.1 the potentially threatening process poses or has the potential to pose a significant threat to the survival of a range of flora or fauna.</p> <p>Sub-criterion 5.1.1 the potentially threatening process poses or has the potential to pose a significant threat to the survival of two or more taxa.</p> <p>Sub-criterion 5.1.2 the potentially threatening process poses or has the potential to pose a significant threat to the survival of a community of flora or fauna.</p> <p>Criterion 5.2 the potentially threatening process poses or has the potential to pose a significant threat to the evolutionary development of a range of flora or fauna.</p>

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.

Feature Naming:

Place Name	Naming Authority and Location
Narrodyia Courts	Surf Coast Shire Council Within the Banyul–Warri Fields, Wadawurrung Way, Torquay. See map at www.dse.vic.gov.au/namingplaces

Road Naming:

Change Request Number	Road Name	Locality	Proposer and Location
41184	Tibballs Place	North Wonthaggi	Bass Coast Shire Council Formerly part of Haywood Street. The road traverses west from Griffiths Street.
41184	Griffiths Street	North Wonthaggi	Bass Coast Shire Council Formerly part of Haywood Street. The road traverses south from Memorial Avenue, then east from Tibballs Place and south to join the existing Griffiths Street.
41184	Nelson Street	North Wonthaggi	Bass Coast Shire Council Formerly part of Haywood Street. The road traverses east from Griffiths Street then south to join the existing Nelson Street.
39792	Eastcourt Lane	East Melbourne	Melbourne City Council The road traverses north from George Street.
41965	Kruse Lane	Murrayville	Mildura Rural City Council Formerly known as Kruss Lane. The road traverses west from Lutge Lane.
39186	Green Valley Rise	Korumburra	South Gippsland Shire Council The road traverses west from Patrick Street.

Office of Geographic Names

Land Victoria
570 Bourke Street
Melbourne 3000

JOHN E. TULLOCH
Registrar of Geographic Names

Livestock Disease Control Act 1994

NOTICE OF ORDER

Order Declaring a Control Area for the Purposes of Ruminants that have Consumed Restricted Animal Material and for Sheep and Goat Identification

I, Peter Walsh, Minister for Agriculture and Food Security, give notice of:

- (a) the revocation of the Order made under section 29 of the **Livestock Disease Control Act 1994** declaring the State of Victoria to be a Control Area for the exotic disease Spongiform Encephalopathies and specifying the requirements which are to operate in the Control Area for ruminants that have consumed Restricted Animal Material (RAM) and for sheep and goat identification that was made on 15 June 2011, notice of which was published in Government Gazette G26 on 30 June 2011; and
- (b) the making of an Order under section 29 of the **Livestock Disease Control Act 1994** declaring the State of Victoria to be a Control Area for the exotic disease Spongiform Encephalopathies and specifying the requirements which are to operate in the Control Area for ruminants that have consumed Restricted Animal Material (RAM) and for sheep and goat identification.

The Order provides for the identification of ruminants that have consumed RAM and for the notification of information regarding ruminants that have consumed RAM to the purchaser, to a livestock inspector, to PrimeSafe and to the Australian Quarantine and Inspection Service.

The Order also provides for the identification of sheep and goats before they are dispatched to another property or to a saleyard or to an abattoir. It also requires the provision of a National Vendor Declaration for any sheep or goats that are to be consigned to another property, saleyard or abattoir. It further requires the making and keeping of records for vendor consignments of sheep or goats sold or passed in at sale or auction, the provision by selling agents of required information including a post-sale summary to purchasers and abattoir operators and the provision of required movement information by saleyard and abattoir operators to the Secretary or a person nominated by the Secretary in the required manner.

The Order has effect for twelve months from the date of its publication in the Government Gazette unless earlier revoked or continued for any further period or periods.

As required by section 16A of the **Subordinate Legislation Act 1994** the Order will be published in full in the Government Gazette.

A copy of the Order may be obtained by calling the Office of the Chief Veterinary Officer on (03) 9217 4390 between 8.30 am and 5.00 pm Monday to Friday.

Dated 14 June 2012

PETER WALSH MLA
Minister for Agriculture and Food Security

Livestock Disease Control Act 1994**ORDER DECLARING A CONTROL AREA FOR THE PURPOSES OF RUMINANTS THAT HAVE CONSUMED RESTRICTED ANIMAL MATERIAL AND FOR SHEEP AND GOAT IDENTIFICATION**

I, Peter Walsh, Minister for Agriculture and Food Security and Minister responsible for the administration of the **Livestock Disease Control Act 1994**, make the following Order under section 29 of that Act.

1. Objectives

The objectives of this Order are to –

- (a) declare the whole of Victoria to be a control area for Spongiform Encephalopathies (including Bovine Spongiform Encephalopathy and Scrapie) in ruminants; and
- (b) specify the requirements which are to operate in the control area.

2. Authorising Provision

This Order is made under section 29 of the **Livestock Disease Control Act 1994**.

3. Duration of Order

This Order has effect for twelve months from the date of publication in the Government Gazette.

4. Definitions

In this Order –

‘abattoir operator’ means the person licensed as the operator of an abattoir whether a domestic or export establishment;

‘approved NLIS device’ means an NLIS device approved by the Secretary under section 9A of the Act for the permanent identification of cattle or prescribed livestock;

‘Chief Veterinary Officer’ (CVO) means the Chief Veterinary Officer of the Department of Primary Industries, Victoria;

‘domestic RAM’ means RAM of Australian or New Zealand origin;

‘domestic slaughter’ means slaughter at an abattoir other than one registered for export by the Australian Quarantine and Inspection Service;

‘export registered establishment’ means an establishment registered for export by the Australian Quarantine and Inspection Service;

‘Goats’ means goats that are domesticated;

‘Manager Animal Standards’ means the Manager of the Animal Standards Unit of the Department of Primary Industries, Victoria;

‘mob-based movement information’ means in the case of sheep and goats sold or passed in at public or private sale or auction, for each vendor consignment –

- (i) the date of sale;
- (ii) the total number of animals for each vendor consignment sold or passed in;
- (iii) the PIC of the place of sale, auction or movement;
- (iv) the PIC of the property from which the consignment was dispatched;
- (v) the NVD serial number;
- (vi) the PIC of the destination property or abattoir;
- (vii) the PICs present on all tags attached by previous owners for all sheep or goats in the vendor consignment (in the case of non-vendor bred sheep or goats where pink post-breeder NLIS sheep tags have not been affixed by the vendor); and
- (viii) the PIC and serial number sequence of the tags applied (in the case of untagged sheep or goats that arrive at saleyards and are tagged with saleyard post-breeder NLIS sheep tags);

‘National Vendor Declaration’ (NVD) means a national vendor declaration for sheep and goats to which section 18A of the **Stock (Seller Liability and Declarations) Act 1993** applies;

‘NLIS’ means National Livestock Identification System;

‘NLIS (Sheep and Goats) approved Breeder tag’ means an ear tag on which is imprinted the NLIS logo (registered Trade Mark 993748) belonging to Meat and Livestock Australia Limited ACN 081 678 364 and which is designated by Meat and Livestock Australia as a device suitable for the identification of sheep and goats that are still on their property of birth;

‘NLIS (Sheep and Goats) approved Post-breeder tag’ means an ear tag on which is imprinted the NLIS logo (registered Trade Mark 993748) belonging to Meat and Livestock Australia limited ACN 081 678 364 and which is designated by Meat and Livestock Australia as a device suitable for the identification of sheep and goats that have left their property of birth;

‘NLIS (Sheep and Goats) approved electronic device’ means an ear tag or rumen bolus which is designated by Meat and Livestock Australia limited ACN 081 678 364 as a device suitable for the electronic identification of sheep and goats;

‘non-domestic RAM’ means RAM imported into Australia from a country other than New Zealand, or RAM of undetermined provenance;

‘PIC’ means the Property Identification Code number allocated under section 9B of the Act, or where sheep or goats are consigned from a property outside of Victoria, the Property Identification Code number allocated under the relevant Act in the State or Territory in which the property of dispatch is located;

‘post-sale summary’ means a printed summary of the mob-based movement information for each vendor consignment;

‘PrimeSafe’ means PrimeSafe established under section 43 of the **Meat Industry Act 1993**;

‘RAM’ means ‘restricted animal material’ as defined in the Agricultural and Veterinary Chemicals (Control of Use) (Ruminant Feed) Regulations 2005;

‘RAM derived from ruminants’ means RAM known to include RAM from a ruminant animal, or which may include RAM from a ruminant animal;

‘required manner’ means accessing the NLIS database system through the NLIS internet site www.nlis.com.au and sending the movement information in a form capable of being received and downloaded onto the NLIS database system;

‘ruminant’ means any animal that chews the cud;

‘saleyard operator’ means a person who operates a facility for the purposes of sale or auction, whether public or private, of sheep or goats, which includes any business which operates such a facility.

5. **Control area**

The whole of Victoria is declared to be a control area for Spongiform Encephalopathies (including Bovine Spongiform Encephalopathy and Scrapie) in ruminants.

6. **Requirements in the control area for ruminants**

Inspection of livestock

- (1) The owner of any ruminant that has or is suspected to have consumed RAM must submit the animal for inspection by an inspector of livestock in accordance with any directions that may be issued by the Manager Animal Standards.

Where cattle have or are suspected to have consumed domestic RAM

- (2) The owner of any cattle that has or is suspected to have consumed domestic RAM must, prior to sale or movement of the cattle from the property on which consumption occurred or is suspected, and within any time period determined by the Manager Animal Standards –
 - (i) ensure that each of such cattle are permanently identified with an approved NLIS device; and
 - (ii) provide to an inspector of livestock a list of the livestock identification numbers corresponding to each approved NLIS device so applied.
- (3) The owner of any cattle that has or is suspected to have consumed domestic RAM must, if selling the cattle, provide to the purchaser, prior to or at the time of sale, written advice that the cattle has or is suspected to have consumed domestic RAM.

Where ruminants, other than cattle, have or are suspected to have consumed domestic RAM

- (4) The owner of any ruminant, other than cattle, that has or is suspected to have consumed domestic RAM must, prior to sale or movement of the animal from the property on which consumption occurred or is suspected, and within any time period determined by the Manager Animal Standards –

- (i) ensure that each such animal is permanently identified in a manner approved by the Chief Veterinary Officer; and
 - (ii) provide to an inspector of livestock a list of the livestock identification numbers corresponding to each approved tag or device so applied.
- (5) The owner of any ruminant, other than cattle, that has or is suspected to have consumed domestic RAM must, if selling the animal –
- (i) provide to the purchaser, prior to or at the time of sale, written advice that the animal has or is suspected to have consumed domestic RAM and whether or not the domestic RAM contained RAM derived from a ruminant; and
 - (ii) provide to an inspector of livestock, within 7 days of sale, written advice of the name, address and telephone contact details of the purchaser, and for each animal sold the livestock identification number of the device applied to each animal; and
 - (iii) provide written advice to an officer of the Australian Quarantine and Inspection Service that the animal has or is suspected to have consumed domestic RAM, and whether or not the domestic RAM contained RAM derived from a ruminant, prior to or at the time of a sale if the animal is sold or is to be sold for slaughter at an export registered establishment; and
 - (iv) provide written advice to an officer of PrimeSafe that the animal has or is suspected to have consumed domestic RAM, and whether or not the domestic RAM contained RAM derived from a ruminant, prior to or at the time of sale if the animal is sold or to be sold for domestic slaughter.

Where cattle have or are suspected to have consumed non-domestic RAM

- (6) The owner of any cattle that has or is suspected to have consumed non-domestic RAM must, prior to sale or movement of the cattle from the property on which consumption occurred or is suspected, and within any time period determined by the Manager Animal Standards –
- (i) advise an inspector of livestock of the earliest date of known, possible or suspected consumption of non-domestic RAM; and
 - (ii) ensure that each of such cattle is permanently identified with an approved NLIS device; and
 - (iii) provide to an inspector of livestock a list of the livestock identification numbers corresponding to each approved NLIS device so applied.
- (7) The owner of any cattle that has or is suspected to have consumed non-domestic RAM must, if selling the cattle –
- (i) provide to the purchaser, prior to or at the time of sale, written advice that the cattle has or is suspected to have consumed non-domestic RAM; and
 - (ii) whether or not the non-domestic RAM contained RAM derived from a ruminant.
- (8) The owner of any cattle that has or is suspected to have consumed non-domestic RAM that consisted of or contained RAM derived from a ruminant, must unless it dies before, ensure that the cattle is humanely destroyed and disposed of on the property or at a knackery or is slaughtered within 30 months of the earliest date of consumption, or possible or suspected consumption of the non-domestic RAM.

Where ruminants, other than cattle, have consumed non-domestic RAM

- (9) The owner of any ruminant, other than cattle, that has or is suspected to have consumed non-domestic RAM, must, prior to sale or movement of the animal from the property on which consumption occurred or is suspected to have occurred, and within any time period determined by the Manager Animal Standards –

- (i) advise an inspector of livestock of the earliest date of known, possible or suspected consumption of non-domestic RAM; and
 - (ii) ensure that each such animal is permanently identified in a manner approved by the Chief Veterinary Officer; and
 - (iii) provide to an inspector of livestock a list of the livestock identification numbers corresponding to each device so applied.
- (10) The owner of any ruminant, other than cattle, that has or is suspected to have consumed non-domestic RAM must, if selling such stock –
- (i) provide to the purchaser, prior to or at the time of sale, written advice that the animals have or are suspected to have consumed non-domestic RAM, and whether or not the non-domestic RAM contained RAM derived from ruminants; and
 - (ii) notify an inspector of livestock, within 7 days of sale, in writing, of the name, address and telephone contact details of the purchaser, and a list of the livestock identification numbers of any identification device applied to the animal; and
 - (iii) provide written advice to an officer of the Australian Quarantine and Inspection Service that the animal has or is suspected to have consumed non-domestic RAM, and whether or not the non-domestic RAM contained RAM derived from a ruminant, prior to or at the time of sale if the animal is sold or to be sold for slaughter at an export registered establishment; and
 - (iv) provide written advice to an officer of PrimeSafe that the animal has or is suspected to have consumed non-domestic RAM, and whether or not the non-domestic RAM contained RAM derived from a ruminant, prior to or at the time of sale if the animal is sold or to be sold for domestic slaughter.
- (11) The owner of any ruminant, other than cattle, that has consumed non-domestic RAM that consisted of or contained RAM derived from a ruminant, must unless it dies before, ensure that the animal is humanely destroyed and disposed of on the property or at a knackery or is slaughtered within 30 months of the earliest date of consumption, or possible or suspected consumption of the non-domestic RAM.

7. Further requirements in the control area for the identification of sheep and goats

- (1) The owner of sheep or goats must identify such sheep or goats before they are dispatched to another property, or to a saleyard, an abattoir or a knackery by means of –
- (i) an NLIS (Sheep and Goat) approved Breeder or Post-breeder tag on which is imprinted the PIC assigned to the property of birth; or
 - (ii) an NLIS (Sheep and Goat) approved electronic device that is registered on a database maintained by the Department of Primary Industries, Victoria, against the PIC of the property on which it was used; or
 - (iii) if the sheep or goat is untagged and no longer on its property of birth, an NLIS (Sheep and Goats) approved Post-breeder tag on which is imprinted the PIC assigned to the property on which the sheep or goat is kept prior to dispatch.
- (2) The owner of sheep or goats that are to be consigned to another property, a saleyard or an abattoir must provide the person receiving the sheep or goats, no later than at the time of their arrival, with a correctly completed National Vendor Declaration form on which is recorded the PIC or PICs of the NLIS (Sheep and Goats) approved Breeder or Post-breeder tags affixed, that have been used to identify the sheep or goats, and the PIC of the property from which the sheep or goats were dispatched.
- (3) A person receiving sheep or goats that have been identified with an NLIS (Sheep and Goats) approved Breeder tag, Post-breeder tag or electronic device must not remove or damage the tag or device unless –

- (i) the person is an operator of an abattoir or knackery; or
 - (ii) the person has the written approval of an inspector of livestock.
- (4) A sheep or goat purchaser who receives a NVD form with a consignment of sheep or goats must retain the form for at least seven years.
- (5) A purchaser of sheep or goats must –
 - (i) in the case of purchase at a sale or auction at a saleyard, whether public or private, provide the selling agent with the PIC of the destination property or abattoir before the livestock leave the saleyard; or
 - (ii) in the case of the PIC of the destination property or abattoir not being known and the purchaser being an agent, the agent may provide the agent's PIC to the saleyard operator before the livestock leave the saleyard, conditional upon the agent transferring the sheep or goats to the PIC of the destination property or abattoir and notifying the Secretary of the PIC of the destination property or abattoir by midday the next working day.
- (6) An auctioneer or selling agent must, for each vendor lot of sheep or goats –
 - (i) that are either sold or passed in, provide the mob-based movement information to the saleyard operator before the livestock leave the saleyard or property or no later than midday of the next working day; and
 - (ii) that are sold and consigned for slaughter, provide a post-sale summary or a legible copy of the NVD for the vendor consignment to the abattoir operator by midnight on the day of sale; or
 - (iii) that are sold and consigned to a property other than for slaughter, either provide a post-sale summary or a legible copy of the NVD for the vendor consignment to the purchaser within 2 working days or provide an electronic image of the NVD in the required manner to the Secretary or person nominated by the Secretary.
- (7) A saleyard operator, for each vendor lot of sheep or goats sold or passed in, must –
 - (i) record the required mob-based movement information; and
 - (ii) transmit the mob-based movement information in the required manner to the Secretary or person nominated by the Secretary, before close of business on the second working day following the sale.
- (8) An abattoir operator receiving sheep and goats must –
 - (i) in the case of sheep and goats received from a saleyard, record the date of slaughter, the saleyard PIC, the total number of sheep or goats received; or
 - (ii) in the case of sheep or goats received other than from saleyards, record the date of slaughter, the total number of sheep or goats received, the PIC of the property from which the sheep or goats were dispatched, the NVD serial number; and
 - (iii) transmit the information required under (8)(i) or (8)(ii) in the required manner.
- (9) Further requirements in the control area for the identification of sheep and goats described in this clause do not apply to dairy goats of the breed Saanen, British Alpine, Toggenburg, Anglo Nubian, Melaan or Australian Brown.

Dated 14 June 2012

PETER WALSH MLA
Minister for Agriculture and Food Security

Occupational Health and Safety Act 2004**WORKSAFE VICTORIA****Notice of Issue of Major Hazard Facility Licence**

On 30 May 2012, a licence under Chapter 6 of the Occupational Health and Safety Regulations 2007 was issued to Melbourne Water Corporation and authorises the facility located at Winneke Water Treatment Plant – 380 Simpson Road, Christmas Hills, Victoria 3775, to be operated as a major hazard facility.

The Major Hazard Facility Licence was issued for a term of 5 years and will expire on 29 May 2017.

The following conditions are attached to the licence:

1. That by 29 May each year, Melbourne Water must demonstrate by written report to the Authority that the results of its performance monitoring (a) as measured against the performance standards described in the Safety Case, verify the effectiveness of the Integrated Management System and (b) as informed by performance indicators, verify the effectiveness of the risk control measures adopted.
2. That by 29 May each year, Melbourne Water must demonstrate by written report to the Authority that the integration program for the Integrated Management System continues to provide assurance that Melbourne Water meets the requirements under regulation 5.2.5(3).
3. That by 31 August 2012, Melbourne Water must demonstrate to the Authority that it has undertaken a further review of the consequences and has established a program for mitigating offsite consequences from relevant major incidents, including the development of an action plan for adopting controls for mitigating the consequences. The revised Safety Case provided to the Authority should demonstrate this review has been completed, the program established and action plan developed.

The following Schedule 9 materials were authorised by the licence:

From Table 1 of Schedule 9

Material	UN Nos. Included Under Name
Chlorine	1017

From Table 2 of Schedule 9

Material	Description
Nil	Nil

Note:

The small quantities of other Schedule 9 materials mentioned in the Safety Case are noted.

GREG TWEEDLY
Chief Executive

Public Health and Wellbeing Act 2008

SECTIONS 151(3) AND 4 AND TABLE 1 OF THE SCHEDULE TO THE ACT

I, Lance Wallace, Acting Secretary to the Department of Health, approve the following form of blood donation statement for the purposes of sections 151(3) and (4) of the **Public Health and Wellbeing Act 2008**, and item 1, column 2, paragraph (a), and item 2, column 2, paragraphs (b)(i) and (c)(i) of Table 1, of the Schedule to the **Public Health and Wellbeing Act 2008**.

This approved form of blood donation statement replaces any previous approved form of blood donation statement.

This approval takes effect on 1 July 2012.

LANCE WALLACE
Acting Secretary
Department of Health

FORM OF BLOOD DONATION STATEMENT**All donors please complete this section**

There are some people who MUST NOT give blood as it may transmit infections to those who receive it. To determine if your blood or blood products will be safe to be given to people in need, we would like you to answer some questions. These questions are a vital part of our efforts to eliminate diseases from the blood supply. All of the questions are important to answer. Answer each question on the form as honestly as you can and to the best of your knowledge. **THERE ARE PENALTIES INCLUDING FINES AND IMPRISONMENT FOR ANYONE PROVIDING FALSE OR MISLEADING INFORMATION.**

All donations of blood are tested for the presence of hepatitis B and C, HIV (the AIDS virus), HTLV and syphilis. If your blood test proves positive for any of these conditions, or for any reason the test shows a significantly abnormal result, you will be informed.

Please respond by placing a cross or tick in the relevant box. Do not circle.

To the best of your knowledge have you EVER:

- | | | |
|----|--|--------|
| 1. | Thought you could be infected with HIV or have AIDS? | YES/NO |
| 2. | 'Used drugs' by injection or been injected, even once , with drugs not prescribed by a doctor or dentist? | YES/NO |
| 3. | Had treatment with clotting factors such as Factor VIII or Factor IX? | YES/NO |
| 4. | Had a test which showed you had hepatitis B, hepatitis C, HIV or HTLV? | YES/NO |

In the last 12 months have you:

- | | | |
|----|---|-----------------------|
| 5. | Had an illness with swollen glands and a rash, with or without a fever? | YES/NO |
| 6. | Engaged in sexual activity with someone you might think would answer 'yes' to any of questions (1-5)? | YES/NO |
| 7. | Had sexual activity with a new partner who currently lives or has previously lived overseas? | YES/NO |
| 8. | Had sex (with or without a condom) with a man who you think may have had oral or anal sex with another man? | |
| 9. | Had male to male sex (that is, oral or anal sex) with or without a condom?
(Females please tick 'I am female') | YES/NO
I am female |

- | | | |
|-----|--|--------|
| 10. | Been a male or female sex worker (e.g. received payment for sex in money, gifts or drugs)? | YES/NO |
| 11. | Engaged in sexual activity with a male or female sex worker? | YES/NO |
| 12. | Been imprisoned in a prison or been held in a lock-up or detention centre? | YES/NO |
| 13. | Had a blood transfusion? | YES/NO |
| 14. | Had (yellow) jaundice or hepatitis or been in contact with someone who has? | YES/NO |

In the last 6 months have you:

- | | | |
|-----|--|--------|
| 15. | Been injured with a used needle (needlestick)? | YES/NO |
| 16. | Had a blood/body fluid splash to eyes, mouth, nose or to broken skin? | YES/NO |
| 17. | Had a tattoo (including cosmetic tattooing), body and/or ear piercing, electrolysis or acupuncture (including dry-needling)? | YES/NO |

This declaration is to be signed in the presence of a Blood Service staff member. (Please read the following conditions.)

Thank you for answering these questions. If you are uncertain about any of your answers, please discuss them with your interviewer.

We would like you to sign this declaration in the presence of your interviewer (a Blood Service staff member) to show that you have understood the information on this form and have answered the questions in the declaration to the best of your knowledge.

Your donation is a gift to the Blood Service to be used to treat patients. In some circumstances, your donation may be used by the Blood Service or other organisations for the purposes of research, teaching, quality assurance, or the making of essential diagnostic reagents (including commercial reagents). A part of your donation will also be stored in the Blood Sample Archive for (possible) future testing and research; samples that are no longer required will be destroyed. Approval from an appropriate Human Research Ethics Committee is required before any research is undertaken on your donation or any part of it.

You may be asked by the Blood Service to undergo further testing, which you have the option to decline.

Should you become aware of any reason why your blood should not be used for transfusion after your donation, please call us on 13 14 95. In particular, if you develop a cough, cold, diarrhoea or other infection within a week after donating, please report it immediately.

Acknowledgement of responsibilities and risks. (Please initial and sign only in the presence of the interviewer):

I agree to have blood taken from me under the conditions above and:

- I have been provided with 'Information about the risks of donating blood' on page 2 of this questionnaire. I have read and understood this information and have had the opportunity to ask questions. I accept the risks associated with donation and agree to follow the instructions of the Blood Service staff to minimise these risks.

Please initial

- I declare that I have understood the information on this form and answered the questions in the declaration honestly and to the best of my knowledge. I understand that there are penalties, including fines and imprisonment, for providing false or misleading information.

Please initial

Donor (Please Print)

Surname/Family Name

Given name

Date of birth (DD/MM/YY)

Please ONLY sign in the presence of the interviewer

Signature

Date

Staff Witness (Please Print)

Donor identity verified _____ Yes No

Checked spelling of name _____ Yes N/A

Supplementary questions answered Yes N/A

Surname/Family name

Given name

Signature

Time

Date:

Donation number:

Subordinate Legislation Act 1994

PROPOSED HEALTH RECORDS REGULATIONS

Notice of Preparation of a Regulatory Impact Statement

In accordance with section 11 of the **Subordinate Legislation Act 1994**, notice is given that the proposed Health Records Regulations 2012 have been prepared and have been assessed in a Regulatory Impact Statement (RIS). The proposed regulations will replace the Health Records Regulations 2002, which will sunset on 12 June 2012. The proposed regulations are made under section 100 of the **Health Records Act 2001**.

Reason for and objectives of the proposed Regulations

The **Health Records Act 2002** regulates the collection of health information about individuals by private sector health service providers and other organisations, and establishes a right of individuals to access that information.

The objective of proposed Regulations is to allow individuals to obtain health information related to themselves by balancing the following:

- ensuring that any fee charged for access to health information does not unfairly preclude an individual from requesting access to health information; and
- allowing reasonable cost recovery for organisations providing access to health information.

Summary of results of the RIS

The RIS concludes that fees be increased to reflect changes in costs since 2002 and be indexed.

Interim regulations

Interim regulations will be made to prevent a hiatus between the expiry of the 2002 Regulations and the making of new regulations. Operating from 13 June 2012 – 13 September 2012, these interim regulations will enable the ongoing collection of basic family history information from people seeking health services and allow for health service providers to charge fees for providing access to health information.

Public comments are now invited

Copies of the RIS and proposed Regulations may be obtained by:

- downloading the documents from the Department of Health's website at: www.health.vic.gov.au/healthrecords/regs
- emailing the Review of Health Records Regulations at: privatehealthregreview@health.vic.gov.au
- phoning (03) 9096 9990.

Comments must be made in writing to:

Victor Di Paola
Health Regulation and Reform Unit
Department of Health
GPO Box 4541
Melbourne, Victoria 3001
or email:
privatehealthregreview@health.vic.gov.au

The closing date for submissions is 13 July 2012.

Please note that all submissions will be treated as public documents.

Dated 13 June 2012

HON DAVID DAVIS MLC
Minister for Health

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

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

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

Schedule of Charge Tolls and Maximum Charge Tolls

Charge Tolls (\$/vehicle)

Category of Vehicle Tollable Section	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road	1.96	3.12	3.72	0.98
Western Link Section 1, between Racecourse Road and Dynon Road	1.96	3.12	3.72	0.98
Western Link Section 2, between Footscray Road and West Gate Freeway	2.45	3.91	4.64	1.22
Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:	2.45	3.91	4.64	1.22
(a) between Punt Road and the exit to Boulton Parade; and				
(b) comprising Boulton Parade				
Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street	4.39	7.04	8.35	2.20
Southern Link Section 1, between Burnley Street and Punt Road and including that part of Southern Link Section 1:	1.96	3.12	3.72	0.98
(a) between Punt Road and the exit to Boulton Parade; and				
(b) comprising Boulton Parade				
Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street	1.96	3.12	3.72	0.98
Southern Link Section 1, between Glenferrie Road and Burnley Street	1.96	3.12	3.72	0.98
Southern Link Section 5, between Burnley Street and Glenferrie Road	1.96	3.12	3.72	0.98
Exhibition Street Extension	1.22	1.96	2.32	0.61

Southern Link Section 1, between Punt Road and Swan Street Intersection, other than:	1.22	1.96	2.32	0.61
(a) that part of Southern Link Section 1:				
(i) between Punt Road and the exit to Boulton Parade; and				
(ii) comprising Boulton Parade; and				
(b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road				
Southern Link Section 5, between Swan Street Intersection and Punt Road	1.22	1.96	2.32	0.61

Notes:

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

Maximum Charge Tolls (\$/vehicle)

Category of Vehicle	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Total Link occurs between 6.00 am and 8.00 pm	7.33	9.77	9.77	3.66
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Total Link occurs between 8.00 pm and 6.00 am	7.33	7.33	7.33	3.66

Day Tolls (\$/vehicle)

Category of Vehicle	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Day Toll	14.10	22.55	26.80	7.05

Taxi Tolls (\$/Taxi)

Trip	Taxi Toll
Trips involving use of any or all of the Tollable Sections which comprise the Western Link* and no other Tollable Sections	4.80
Trips involving use of any or all of the Tollable Sections which comprise the Southern Link** and/or Exhibition Street Extension*** and no other Tollable Sections	4.80
Trips involving use of Tollable Sections which comprise both the Western Link* and either or both of the Southern Link** and the Exhibition Street Extension***	6.60

* The Western Link comprises the following three Tollable Sections:

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

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

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

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

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

1. Exhibition Street Extension.

Taxi Day Tolls (\$/Taxi)

Taxi	Taxi Day toll
Metropolitan Taxi	14.10
A Taxi not being a Metropolitan Taxi	7.00

CityLink Melbourne intends that each Charge Toll, Maximum Charge Toll, Day Toll, Taxi Toll and Taxi Day Toll specified above will first apply in the quarter ending 30 September 2012.

Capitalised terms in this notice that are defined in:

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

subject to the provisions of the IFA.

A. L. STREET
 Company Secretary
 CityLink Melbourne Limited
 (ABN 65 070 810 678)

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

AGREEMENT FOR THE EXHIBITION STREET EXTENSION PROJECT

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

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

Charge Tolls (\$/vehicle)

Category of Vehicle	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Tollable Section				
Exhibition Street Extension	1.22	1.96	2.32	0.61

Cleppo intends that these Charge Tolls will first apply in the quarter ending 30 September 2012.

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

A. L. STREET
 Company Secretary
 City Link Extension Pty Limited
 ABN 40 082 058 615

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

AGREEMENT FOR THE MELBOURNE CITY LINK

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

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

Charge Tolls (\$/vehicle)

Category of Vehicle	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Tollable Section				
Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road	1.96	3.12	3.72	0.98
Western Link Section 1, between Racecourse Road and Dynon Road	1.96	3.12	3.72	0.98
Western Link Section 2, between Footscray Road and West Gate Freeway	2.45	3.91	4.64	1.22
Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:	2.45	3.91	4.64	1.22
(a) between Punt Road and the exit to Boulton Parade; and				
(b) comprising Boulton Parade				
Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street	4.39	7.04	8.35	2.20
Southern Link Section 1, between Burnley Street and Punt Road and including that part of Southern Link Section 1:	1.96	3.12	3.72	0.98
(a) between Punt Road and the exit to Boulton Parade; and				
(b) comprising Boulton Parade				

Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street	1.96	3.12	3.72	0.98
Southern Link Section 1, between Glenferrie Road and Burnley Street	1.96	3.12	3.72	0.98
Southern Link Section 5, between Burnley Street and Glenferrie Road	1.96	3.12	3.72	0.98
Southern Link Section 1, between Punt Road and Swan Street Intersection, other than:	1.22	1.96	2.32	0.61
(a) that part of Southern Link Section 1:				
(i) between Punt Road and the exit to Boulton Parade; and				
(ii) comprising Boulton Parade; and				
(b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road				
Southern Link Section 5, between Swan Street Intersection and Punt Road	1.22	1.96	2.32	0.61

Notes:

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

Maximum Charge Tolls (\$/vehicle)

Category of Vehicle	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Link occurs between 6.00 am and 8.00 pm	7.33	9.77	9.77	3.66
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Link occurs between 8.00 pm and 6.00 am	7.33	7.33	7.33	3.66

Day Tolls (\$/vehicle)

Category of Vehicle	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Day Toll	14.10	22.55	26.80	7.05

Taxi Tolls (\$/Taxi)

Trip	Taxi Toll
Trips involving use of any or all of the Tollable Sections which comprise the Western Link* and no other Tollable Sections	4.80
Trips involving use of any or all of the Tollable Sections which comprise the Southern Link** and no other Tollable Sections	4.80
Trips involving use of Tollable Sections which comprise both the Western Link* and the Southern Link**	6.60

* The Western Link comprises the following three Tollable Sections:

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

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

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

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

Taxi Day Tolls (\$/Taxi)

Taxi	Taxi Day toll
Metropolitan Taxi	14.10
A Taxi not being a Metropolitan Taxi	7.00

CityLink Melbourne intends that each Charge Toll, Maximum Charge Toll, Day Toll, Taxi Toll and Taxi Day Toll specified above will first apply in the quarter ending 30 September 2012.

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

A. L. STREET
 Company Secretary
 CityLink Melbourne Limited
 (ABN 65 070 810 678)

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



1. THE GIST

1.1 This contract

This contract sets out the terms and conditions for the sale of electricity to Powershop customers who are *domestic customers* or *business customers*. Applicability of these terms is as set out in clause 1.5.

1.2 The parties

This contract is between:

- Powershop Australia Pty Ltd (ABN 41 154 914 075), of Level 29, 530 Collins Street, Melbourne, Victoria 3000, who sells energy to you at your premises (in this contract referred to as ‘Powershop’, ‘we’, ‘our’ or ‘us’); and
- You, the customer to whom this contract applies (in this contract referred to as ‘you’ or ‘your’).

1.3 Use of defined terms

Clause 26.2 of this contract contains a list of defined terms which are used throughout the contract. Where a term has been given a specific definition, it will be in ***bold italic*** font. When reading, please keep in mind that defined terms may have a meaning more specific than the general English language meaning. While every effort has been made to avoid giving counterintuitive definitions to common terms, in some cases this is unavoidable. It can often be helpful to read through the defined terms before reading the contract.

1.4 Compliance with applicable regulations

In addition to this contract, ***applicable regulations*** also contain rules about the sale of energy and we will comply with these rules in our dealings with you.

Some of the clauses in this contract state that we will comply with our obligations under ***applicable regulations***, and then set out what that means as at the date these terms and conditions were first published. Where ***applicable regulations*** are updated, we will update this document to reflect that, and will provide you with a copy of the updated document. Note that such an update will not constitute a change to your contract with us, but will simply serve to make clear what impact ***applicable regulations*** have.

1.5 Application of these terms

This contract applies to you if you are a *domestic customer* or a *business customer* who:

- accepts our ***standing offer***;
- has a ***deemed contract*** with us under section 39 of the Electricity Industry Act. Speaking simply, this will occur if you move into a property and commence taking supply from us before entering into a contract with us; or
- agrees to enter a ***market contract*** with us, other than where alternative terms and conditions are provided.

Under this contract we agree to sell (and arrange for your ***distributor*** to supply) electricity to you at your ***supply address*** and to perform our other obligations under this contract. In return, you are required to pay our charges when due and to perform your other obligations under this contract.

If you have multiple ***supply addresses*** in respect of which you purchase electricity from us, a separate contract applies to each ***supply address***.

1.6 Responsibility for your account with us

If more than one person is named as a customer on an account, each person is individually responsible for meeting all the responsibilities under this contract, including the requirement to pay all charges.

You as a customer can nominate someone to be an authorised person in relation to your account. This means that they can operate your account with us and give us instructions in respect of that account as if they were you, and you are responsible for any of their actions.

2. CONNECTION

2.1 Your application for *connection*

If you wish to purchase electricity from Powershop in respect of your *supply address* by Powershop, you must:

- make an application (in person, by telephone or in *writing*) to Powershop. The most common method of making an application to Powershop is to execute an online application;
- pay or agree to pay any *connection* charge as and when required by this contract (see section 3.2); and
- if we do not already have this information, provide:
 - *acceptable identification*;
 - contact details; and
 - if the request relates to a rental property, contact details for the property owner or the owner's agent.

2.2 New *connections*

Where there is a requirement to provide a new *connection* at your *supply address* and you request us to do so, we will do so as soon as is required by *applicable regulations*, which as at the date these terms and conditions were first published means:

- as soon as practicable after you apply for *connection* in accordance with this clause; and
- by no later than the next business day after the later of the date on which your application is made and the date on which this contract becomes effective, we will make a request to your *distributor* to establish a new *connection* at your *supply address*.

3. PRICE, FEES AND BILLING

3.1 The price

The *tariff* applicable to your account will be our *standing offer tariff*, as published and in force at the time of your acceptance of this contract, and otherwise as updated from time to time in accordance with this clause 3.1.

We may update your *tariff* from time to time to reflect market changes and economic conditions, usually no more often than once every six months. We will always notify you at least one month prior to any *tariff* change, and you shall be permitted to terminate during that month.

3.2 Fees

In addition to the applicable *tariff*, you may incur other fees (*additional retail charges*). We only charge these fees where set out on our fees page, powershop.com.au/fees.html. If no fee is set out for a particular service on our website, then even if this contract says we may charge a fee for that service, you will not be charged a fee.

3.3 The shop

We will operate a 'shop' where you can choose to purchase electricity products. Electricity products are packs made up of a number of units of electricity. One unit is equivalent to one kilowatt hour of electricity (kWh).

Participation in the shop will allow you to obtain discounts against your applicable *tariff*, and in the case of some products (such as green power or promotional products) may attract charges above your applicable *tariff*. Such discounts and variations in price will only apply where you have actively participated in our shop and purchased a product.

If you are a *standing offer* customer or *deemed contract customer*, you will not be able to participate in the shop unless you provide your explicit informed consent to transition to a *market contract* and its associated arrangements. Prior to being requested to provide such consent, we will advise you of the contract conditions applicable to *market contracts* and associated arrangements.

3.4 Billing cycles

We will issue a bill to you at least as often as is required by *applicable regulations*, which as at the date these terms and conditions were first published is once every three months.

3.5 Contents of a bill

(a) Information and graphs

We will include on your bill all information which is required by *applicable regulations*, which as at the date these terms and conditions were first published means the following:

- your name and account number, each relevant *supply address* and any relevant mailing address;
- each relevant *assigned meter identifier* and NMI checksum or, if there is no *assigned meter identifier*, your *meter* number or another unique identifying mark assigned to your *metering* installation;
- the period of time to which the bill relates;
- the relevant *tariff* or *tariffs* applicable to you during the period;
- the basis of the bill (eg: an actual meter reading);
- the total amount of electricity, expressed in kWh, consumed in each period or class of period in respect of which a relevant *tariff* applies and, if your meter measures and records consumption data only on an accumulation basis, the dates and total amounts of the immediately previous and current meter readings or estimates;
- previous and current meter readings or estimates;
- if your bill is derived from *smart meter* interval data:
 - the *index read* at the end of the billing period; and
 - from 1 July 2012, the *index read* at the start of the billing period; and
 - the actual *tariffs*; and
 - the total amount of electricity, expressed in kWh, consumed in each period or class of period in respect of which a relevant *tariff* applies;
- if we directly pass through a regulated network charge, the separate amount of that network charge;
- the amount payable for electricity;
- the date of the bill and the pay by date (if there's anything owing);
- the amount of arrears or credit and the amount of any *refundable advance* provided;

- a summary of payment methods and payment arrangement options;
- if you are a *domestic customer*, details of the availability of *concessions*;
- any amounts deducted, credited or received under a government funded energy charge rebate or relief scheme or a payment plan;
- our phone number (1800 IN CONTROL, which you can call for billing, payment and other enquiries) and your *distributor's* phone number (which you can call 24 hours a day for faults and emergencies);
- if you are a *domestic customer*, in relevant languages, details of interpreter services;
- if the bill is a reminder notice, contact details for our complaint handling processes;
- the average cost for each *smart meter tariff* component over the billing period and, if a bill was issued by us in the previous period, the averages for that period;
- the average daily consumption during the billing period and, if a bill was issued by us in the previous period, the averages for that period;
- energy consumption benchmarks in accordance with *applicable regulations*;
- any proportionate billing information in accordance with *applicable regulations* and clause 4.7;
- other than in the case of your first bill from us, a graph showing your consumption of electricity for the period of time to which the bill relates, and (to the extent that data is available):
 - your consumption for each billing period over the past 12 months;
 - a comparison of your consumption for the period covered by the bill with your consumption for the same period of the previous year; and
 - if you have a *smart meter*, your consumption for each monthly period over the past 12 months.

(b) Bundled charges

If you request, we will provide you with reasonable information on network charges, retail charges and any other charges relating to the sale or supply of energy comprised in the amount payable under your bill.

(c) Payments for other goods or services

If we ever supply you with goods or services beyond the supply or sale of energy, we may bill for those other goods or services separately. If we do not bill separately, we will:

- include the charge for the other goods or services as a separate item on your bill, together with a description of the other goods or services supplied; and
- apply payments received from you as directed by you or, if you give no direction, apply each payment to the charges for the supply or sale of energy before applying any part to the other goods or services.

(d) In home displays

If we provide you with an 'in home display' (a display screen in your home that sets out your energy usage) we will provide information to you setting out how any consumption and cost information displayed on the "in home display" compares to the consumption and cost information on your bills.

4. BASIS OF BILLS

4.1 Bills based on meter readings

We will comply with all *applicable regulations* concerning the basis of bills, which as at the date these terms and conditions were first published means we will:

- unless you give us your explicit informed consent to do otherwise, base your bill on a reading of your meter; and
- in any event, use our *best endeavours* to ensure your meter is read at least once in any 12 months.

This may not be possible in circumstances where we cannot read a meter in any relevant period as a result of you being in breach of your obligations regarding access to your meter, or due to some other event outside our control.

4.2 Estimations

(a) Unable to base on reading of the meter

Despite clause 4.1, if we are not able to reasonably or reliably base a bill on a reading of the meter at your *supply address*, we may provide you with an estimated bill that complies with the requirements of *applicable regulations*, which as at the date these terms and conditions were first published will likely mean a bill that is based on your reading of the meter, your historical billing data or, where we do not have your historical billing data, average consumption at the relevant *tariff* calculated over the period covered by the estimated bill.

(b) Estimation permitted by regulatory instruments

Despite clause 4.1, if *applicable regulations* permit an estimate of metering data rather than collection of metering data from your meter, in the context of an electricity customer *transferring* from one retailer to another retailer, we may provide you with an estimated bill prepared on a basis that conforms with the basis used to determine our responsibility in the wholesale electricity market for electricity supply under *applicable regulations*.

(c) Smart meter estimations

Despite clauses 3.5(a), 4.1, 4.2(a) and 4.2(b), in the case of a *smart meter*, if we are not able to reasonably or reliably base a bill on actual metering data collected from your *smart meter* for each trading interval, we may provide you with a bill that is either:

- prepared using estimated and/or substituted metering data in accordance with *applicable regulations*; or
- if estimated and/or substituted metering data is not available, prepared based on your historical billing or metering data or, where we do not have your historical billing or metering data, average consumption at the relevant *tariff* calculated over the period covered by the estimated bill.

4.3 Bill smoothing

Despite clause 4.1, we may in future offer a bill smoothing payment option – and where we do that we will provide you with estimated bills in compliance with *applicable regulations*, which as at the date these terms and conditions were first published means (if we apply a bill smoothing arrangement):

- each bill in a 12 month period is for the same amount;
- the amount payable under each bill is determined on the basis of our estimate of the amount of energy you will consume over the 12 month period;
- that estimate is based on your historical billing data for the preceding 12 month period or, where we do not have that data, average consumption at the relevant *tariff* for a 12 month period;

- in the seventh month of each 12 month period, we:
 - re-estimate the amount of energy you will consume over the current 12 month period, taking into account any meter readings and relevant seasonal factors; and
 - if there is a difference between the initial estimate and the re-estimate of greater than 10%, re-set the amount payable under each of the remaining bills in that 12 month period to reflect that difference; and
- at the end of each 12 month period, the meter is read and we adjust for any undercharging or overcharging under clauses 5.2 and 5.3.

4.4 Adjustments

If we have provided you with an estimated bill, and we subsequently read your meter or otherwise get a reliable meter reading, we will show any necessary adjustment on your next bill in accordance with the meter reading or the updated data and clause 5.

This clause does not apply in respect of:

- an estimate permitted by the second bullet point of clause 4.2(a) or by clause 4.2(c). Instead, to the extent that *applicable regulations* permit a replacement estimate to be used to determine our responsibility in the wholesale electricity market for electricity supply, we will adjust the bill based on the replacement estimate in accordance with clause 5; or
- an estimated bill permitted by clause 4.3.

4.5 Unsuccessful attempt to read

Where an attempt to read your meter is unsuccessful due to an act or omission on your part, and you subsequently request us to replace an estimated bill with a bill based on an actual reading of your meter, we will use our *best endeavours* to do so and may impose an *additional retail charge* on you in respect of costs incurred by us to meet your request.

4.6 Unmetered supplies for electricity

Despite clause 4.1, if there is no electricity meter in respect of your *supply address*, we will base your bill on energy data which is calculated in accordance with *applicable regulations*.

4.7 Proportionate billing

Where your bill covers a period other than your usual *billing cycle* (such as where your last bill with us covers a part month) or a period during which your *tariff* changes, we will charge in proportion to the relevant periods and clearly show relevant details on the bill.

5. ADJUSTMENT OF A BILL

5.1 Review of a bill

We will review your bill at your request. During the review, you must pay that portion of the bill under review that we both agree is not in dispute and an amount equal to the average amount of your bills in the previous 12 months (whichever is the lower).

If the bill under review is:

- correct, you must either pay the unpaid amount or request that we arrange a meter test in accordance with *applicable regulations*. If your meter is found to comply with *applicable regulations*, you must pay the cost of the test and pay the unpaid amount; or
- incorrect, we will adjust the bill under clause 5.2 or clause 5.3.

5.2 Undercharging

If we have undercharged or not charged you, we may recover the amount undercharged, subject to restrictions imposed by *applicable regulations*, which as at the date these terms and conditions were first published means the following limits apply:

- if the undercharging resulted from a failure of our billing systems, we may recover no more than the amount undercharged in the 9 months prior to the date on which we notify you that undercharging has occurred; and
- otherwise, we may recover no more than the amount undercharged in the 12 months prior to that date.

The amount recoverable is not limited under this clause to the extent that the undercharging resulted from your unlawful acts or omissions or as a result of you being in breach of your obligations regarding access to your meter. Despite anything to the contrary in this clause 5.2, if we have undercharged or not charged you as a result of your fraud or consumption of electricity intentionally otherwise than in accordance with applicable law or codes, we may estimate the consumption for which you have not paid and take debt recovery action for the entire unpaid amount.

To the extent necessary, the amount undercharged will be calculated in proportion to relevant periods between dates on which your meter has been read.

Where we recover an amount undercharged, we will:

- list the amount to be recovered as a separate item in a special bill (a bill provided outside your regular *billing cycle*) or in your next bill together with an explanation of the amount;
- not charge you interest on the amount undercharged; and
- offer you time to pay the amount undercharged in a payment arrangement covering a period at least equal to the period over which the recoverable undercharging occurred.

5.3 Overcharging

If we overcharge you by an amount below the threshold set by *applicable regulations* (which as at the date these terms and conditions were first published is \$50), we will credit the amount to the next bill issued to you after we become aware of the overcharging.

If we overcharge you by an amount exceeding the threshold set by *applicable regulations*, we will inform you within 10 business days after becoming aware of the overcharging and will repay any amount overcharged by crediting your next bill or as otherwise reasonably directed by you.

6. PAYMENT OF A BILL

6.1 When payment is due

You must pay a bill by the “pay by” date specified in the bill.

The pay by date on the initial bill will not be less than 12 business days from the date of dispatch.

Unless we specify a later date, the date of dispatch is the date of the bill.

6.2 Payment methods

We will accept payment from you by credit card, as well as using any payment methods mandated by *applicable regulations*, which as at the date these terms and conditions were first published means any of the following payment methods:

- in person at a network of agencies or payment outlets;
- by mail; and
- by direct debit arrangement.

We will obtain your explicit informed consent to any direct debit arrangement, including:

- the amount, preferred date and frequency of the direct debits;
- that the arrangement may be cancelled through the relevant financial institution or us, at your option;
- that, if you cancel the arrangement through the financial institution, you must use *best endeavours* to notify us as soon as practicable after the cancellation;

- that, if you cancel the arrangement through us, we will use **best endeavours** to notify the financial institution as soon as practicable after the cancellation;
- if your **energy contract** is a **market contract**, another payment method to apply if you cancel the direct debit arrangement; and
- that, if a **last resort event** occurs in respect of us, we will immediately cancel the direct debit arrangement and notify both the customer and the financial institution of the cancellation.

If a direct debit arrangement is entered into verbally, we will provide you with **written** confirmation of the terms and conditions of the direct debit arrangement within 7 days.

6.3 Payment in advance

We will accept payment from you in advance.

6.4 Fees and charges for dishonoured payments and merchant service fees

If you pay our bill and through your fault the payment is dishonoured or reversed, resulting in us incurring a fee, we may recover the fee from you.

6.5 Vacating a **supply address**

(a) You must give notice when vacating

You must give us notice of the date on which you intend to vacate, or did vacate, your **supply address**, and a forwarding address to which a final bill may be sent. You can provide this notice to us through our website. You do not avoid liability to pay us for energy consumed at a **supply address** by vacating that **supply address**.

(b) When your liability for payment ceases

Subject to clause 6.5(c), you must pay us for energy consumed at your **supply address** until the later of:

- three business days after the date on which you give us notice under clause 6.5(a); and
- the date on which you vacate the **supply address**.

(c) Circumstances where liability may cease earlier

You may cease to be liable to pay for energy consumed at your **supply address** from the date specified in the following paragraphs, if that date is earlier than the date determined under clause 6.5(b):

- if you demonstrate to us that you were evicted or otherwise forced to vacate the **supply address**, the date on which you give us notice under clause 6.5(a);
- if you and another customer enter into a new **energy contract** for the **supply address** (which may be a **deemed contract**), the date on which the obligation to pay for energy under the new **energy contract** is effective;
- if another retailer becomes **responsible** for the **supply address**, the date on which the other retailer becomes so **responsible**; and
- if the **supply address** is **disconnected**, the date on which the **supply address** is **disconnected**,

(d) Billing under other contracts

If you have an **energy contract** with us for another **supply address**, we may include in a bill for energy consumed at that other **supply address** the amount payable for energy consumed at the vacated **supply address** (together with all the other details required by clause 3.5(a) to be included in respect of both the vacated and the other **supply address**).

7. REFUNDABLE ADVANCES

7.1 Requirement for advances

Generally speaking we do not require *refundable advances* for *domestic customers*, but for some *domestic customers* and some *business customers* we may require the provision of a *refundable advance* if:

- you are a *business customer* and our decision to require the provision of a *refundable advance* is fair and reasonable in all the circumstances; or
- you are a *domestic customer* and:
 - you have left a previous *supply address* or have *transferred* to us and still owe us or your former retailer more than the amount determined in accordance with *applicable regulations* (which as at the date these terms and conditions were first published is \$300);
 - within the previous two years you have used energy otherwise than in accordance with applicable laws and codes;
 - you are a new customer and have refused to provide *acceptable identification*; or
 - we determine that you have an unsatisfactory credit rating, having regard only to any relevant default by you and not:
 - unless we have first offered you an instalment plan, which you have rejected;
 - if the relevant default relates to an energy bill in respect of which you have made a complaint in good faith or which you have requested the relevant retailer to review, and that complaint or review has not been resolved or completed;
 - if we have not complied with clause 10.2; or
 - if you have formally applied for a Utility Relief Grant and a decision on the application has not been made.

7.2 Amount of refundable advances

If you are a *domestic customer*, the amount of any *refundable advance* will always be:

- if you provide, or we otherwise have, historical billing data for your consumption at the relevant *supply address* for the 12 months ending on the last billing date before the *refundable advance* is required, an amount no greater than 37.5% of the amount billed to you for the supply and sale of energy to the *supply address* over those four quarters; or
- otherwise, an amount no greater than 37.5% of the average amount we billed *domestic customers* for the supply and sale of energy over those 12 months.

7.3 Use of refundable advances

We will pay to you interest on the amount of a *refundable advance* at the *bank bill rate*. Interest will accrue daily and will be capitalised (if not paid) every 90 days.

We will repay to you, in accordance with your reasonable instructions, the amount of a *refundable advance*, together with accrued interest, within 10 business days of the date on which you:

- complete one year's payment (in the case of a *domestic customer*) or two years' payment (in the case of a *business customer*) by the pay by dates on our initial bills; or
- cease to take supply at the relevant *supply address*.

If no reasonable instructions are given by you, we will credit the amount of a refundable advance, together with accrued interest, on your next bill following the relevant milestone.

We will only use your refundable advance to offset any amount owed by you to us if you:

- fail to pay a bill and that results in **disconnection** and you no longer have a right to be **reconnected** under clause 15.1; or
- vacate the **supply address**, request **disconnection** or **transfer** to another retailer.

If we use a refundable advance, we will provide you an account of its use.

8. SHORTENED COLLECTION CYCLES

8.1 Our right to apply a shortened collection cycle

We will only ever place you on a shortened collection cycle in accordance with **applicable regulations**. As at the date these terms and conditions were first published, that means that we may place you on a shortened collection cycle if:

- you are a **domestic customer**, and if we have complied with clause 10.2; and
- we have given you reminder notices for three consecutive bills or **disconnection** warnings for two consecutive bills; and
- prior to the third reminder notice (or if later the most recent reminder notice) or second **disconnection** warning (or if later the most recent **disconnection** warning), a notice informing you that:
 - receipt of the next reminder notice or second **disconnection** warning, as applicable, may result in you being placed on a shortened collection cycle;
 - being on a shortened collection cycle means you will not receive a reminder notice until you have paid three consecutive bills in your **billing cycle** by the pay by date;
 - alternative payment arrangements may be available; and
 - you may obtain further information from us (on a specified telephone number).

8.2 Notice

We will give you notice that we have placed you on a shortened collection cycle within 10 business days of doing so.

9. SHORTER BILLING CYCLES

9.1 Your right to negotiate a shorter **billing cycle**

We may agree a **billing cycle** with a regular recurrent period of less than three months. That agreement is not effective unless you give explicit informed consent. Under the agreement, we may impose an **additional retail charge** on you for making the different **billing cycle** available. If you are a **market contract customer** you will most likely be on a one month **billing cycle**, and we impose no charges for making this **billing cycle** available.

10. PAYMENT DIFFICULTIES

10.1 Capacity to pay

You must contact us if you anticipate that payment of a bill by the pay by date may not be possible.

10.2 Assessment and assistance to **domestic customers**

If you are a **domestic customer** and:

- you contact us pursuant to clause 10.1 and we do not agree on an alternative payment arrangement; or
- we otherwise believe you are experiencing repeated difficulties in paying your bill or require payment assistance,

we will:

- assess in a timely manner whatever information you provide or we otherwise have concerning your capacity to pay, taking into account advice from an independent financial counsellor if we are unable to adequately make that assessment;

- on request, make available to you documentary evidence of our assessment;
- unless you have in the previous 12 months failed to comply with two instalment plans and do not provide a **reasonable assurance** to us that you are willing to meet payment obligations under a further instalment plan, offer you an instalment plan; and
- provide you with details on **concessions** including the Utility Relief Grant Scheme, telephone information about energy efficiency and advice on the availability of an independent financial counsellor.

This clause 10.2 does not apply if in your dealings with us, you are convicted of an offence involving fraud or theft.

10.3 Energy efficiency field audits

If you are a **domestic customer** we will consider conducting an energy efficiency field audit to assist you to address the difficulties you may have paying our bills. We will conduct such an audit if we reach an agreement with you to that effect. To avoid doubt, any charge we impose for conducting the audit is not an **additional retail charge**.

10.4 Debt collection

We will comply with all **applicable regulations** regarding debt collection, which as at the date these terms and conditions were first published means we will:

- not commence legal proceedings for recovery of a debt from you, if you are a **domestic customer**, unless and until we have complied with all applicable requirements of clause 10.2;
- not commence legal proceedings for recovery of a debt while you continue to make payments according to an agreed payment arrangement; and
- comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission concerning section 50 of the Australian Consumer Law as set out in Schedule 2 of the **Competition and Consumer Act 2010** (Cth).

11. INSTALMENT PLANS

11.1 Options for **domestic customers**

If you are a **domestic customer**, where we offer you an instalment plan we will offer each of:

- an instalment plan under which you may make payments in advance towards the next bill in your **billing cycle**; and
- an instalment plan under which you may pay any amount in arrears and continue consumption.

11.2 Requirements for an instalment plan

Where we offer you an instalment plan we will:

- specify the period of the plan and the amount of the instalments (which will reflect your consumption needs and capacity to pay), the number of instalments and how the amount of them is calculated, the amount of the instalments which will pay your arrears (if any) and estimated consumption during the period of the plan;
- provide for re-calculating the amount of the instalments where the difference between your estimated consumption and actual consumption may result in you being significantly in credit or debit at the end of the period of the plan;
- undertake to monitor your consumption while on the plan and to have in place fair and reasonable procedures to address payment difficulties you may face while on the plan.

11.3 Business customers

We will consider any reasonable request from a **business customer** for, and may impose an **additional retail charge** on the **business customer** if they enter into, an instalment plan.

12. SUPPLY CAPACITY CONTROL PRODUCTS

We will not offer you a *supply capacity control* product for any credit management purpose before 1 January 2014.

13. GROUNDS FOR DISCONNECTION

13.1 Non-payment of a bill

We will only *disconnect* your *supply address* in accordance with *applicable regulations*, which as at the date these terms and conditions were first published means that we will only *disconnect* your *supply address* where you fail to pay us (by the relevant pay by date) an amount billed in respect of that *supply address*, if:

- the failure does not relate to an instalment under your first instalment plan with us;
- we have given you:
 - a reminder notice not less than 14 business days from the date of dispatch of the bill. The reminder notice will include a new pay by date which is not less than 20 business days from the date of dispatch of the bill. No reminder notice will be provided if you are on a shortened collection cycle under clause 8; and
 - a *disconnection* warning:
 - if you are on a shortened collection cycle under clause 8, not less than 16 business days from the date of dispatch of the bill. The *disconnection* warning will include a new pay by date which is not less than 20 business days from the date of dispatch of the bill; or
 - otherwise, not less than 22 business days from the date of dispatch of the bill. The *disconnection* warning will include a new pay by date which is not less than 28 business days from the date of dispatch of the bill;
- we have included in the *disconnection* warning:
 - the telephone number of the Energy and Water Ombudsman Victoria (which we will always include on a *disconnection* warning);
 - a statement that we may *disconnect* you on a day no sooner than seven business days after the *date of receipt* of the *disconnection* warning;
 - if you have a *smart meter*, a statement that the *disconnection* could occur remotely; and
 - a telephone number for payment assistance enquiries; and
- if:
 - you have called our telephone number as set out on the *disconnection* warning, we have responded to your enquiry and provided advice on financial assistance;
 - you are on a shortened collection cycle under clause 8, we have contacted you in person or by telephone to advise of the imminent *disconnection*,

and, before *disconnection*, you:

- do not provide a *reasonable assurance* to us that you are willing to pay our bills; or
- provide a *reasonable assurance* to us that you are willing to pay our bills, but then:
 - do not pay us the amount payable by the pay by date on the relevant *disconnection* warning. This does not apply if we have agreed a new payment arrangement;
 - do not agree to a new payment arrangement within five business days after the *date of receipt* of the *disconnection* warning; or
 - do not make payments under such a new payment arrangement.

To avoid doubt, if you do not agree to such a new payment arrangement or do not make payments under such a new payment arrangement, we may **disconnect** you without again having to observe this clause 13.1.

13.2 **Domestic customers without sufficient income**

Despite clause 13.1, we will not **disconnect** you if you are a **domestic customer** (other than by a remote **disconnection**) if the failure to pay our bill occurs through lack of sufficient income on your part, until we have:

- also complied with clause 10.2;
- used our **best endeavours** to contact you in person or by telephone; and
- you have not accepted an instalment plan within five business days of our offer.

Despite clause 13.1, we will not **disconnect** you if you are a **domestic customer** by de-energising your **supply address** remotely if the failure to pay our bill occurs through lack of sufficient income on your part, until we have:

- also complied with clause 10.2;
- contacted you in person or by telephone, or after unsuccessfully attempting to contact you once in person or twice by telephone, contacted you by mail, email or SMS; and
- when contacting you, set out all the options for you; and
- you have not accepted an instalment plan within five business days of our offer.

13.3 **Denying access to the meter**

We may **disconnect** you if, due to acts or omissions on your part, your meter is not accessible for the purpose of a reading for three consecutive bills in your **billing cycle**, but only if:

- we or the relevant meter reader have:
 - used **best endeavours**, including by way of contacting you in person or by telephone, to give you an opportunity to offer reasonable access arrangements;
 - each time your meter is not accessible, given or ensured a representative has given you a notice requesting access to the meter; and
 - given you a **disconnection** warning including a statement that we may **disconnect** you on a day no sooner than seven **business days** after the **date of receipt** of the notice; and
- due to acts or omissions on your part, your meter continues not to be accessible.

13.4 **Refusal to provide acceptable identification or refundable advance**

We may **disconnect** you if you refuse when required to provide **acceptable identification** (if you are a new customer of Powershop) or a refundable advance but only if:

- we have given you a **disconnection** warning including a statement that we may **disconnect** you on a day no sooner than 10 **business days** after the **date of receipt** of the notice; and
- you have continued not to provide the **acceptable identification** or the refundable advance.

13.5 **Your right to request disconnection**

On request, we will **disconnect** you and, if requested, finalise your account in accordance with your request.

Upon such a request, other than in the case of requests for **disconnection** at a scheduled time, where you can be **disconnected** by de-energising the **supply address** remotely and we reasonably believe that we can do so safely, we will endeavour to have your **supply address disconnected** within two hours.

14. NO DISCONNECTION

Despite clause 13, if you are a *domestic customer*, we will not *disconnect* you:

- for non-payment of a bill where the *amount outstanding* is less than \$300 ex GST;
- if you have formally applied for a Utility Relief Grant and a decision on the application has not been made.

Despite clause 13, we will not *disconnect* you:

- for non-payment of a bill, if you have made a complaint directly related to the non-payment of the bill to the Energy and Water Ombudsman Victoria or another external dispute resolution body and the complaint remains unresolved;
- for non-payment of a bill, if the only charge you have not paid is not a charge for the supply or sale of energy;
- if your *supply address* is registered by the relevant *distributor* as a life support machine *supply address*; or
- after 2 pm on a weekday (if you are a *domestic customer*), after 3 pm on a weekday (if you are a *business customer*), on a Friday, on a weekend, on a *public holiday* or on the day before a *public holiday*, unless you request us to do so.

15. RECONNECTION

15.1 Your right of reconnection

If we have *disconnected* you as a result of:

- non-payment of a bill, and within 10 *business days* of *disconnection* either:
 - you pay the bill or agree to a payment arrangement; or
 - being eligible for a Utility Relief Grant, you apply for such a grant;
- your meter not being accessible, and within 10 *business days* of *disconnection* you provide access or make available reasonable access arrangements;
- you obtaining supply otherwise than in accordance with applicable laws and codes, and within 10 *business days* of *disconnection* that ceases and you pay for the supply so obtained or agree to a payment arrangement; or
- your refusal to provide *acceptable identification* or a refundable advance, and within 10 *business days* of *disconnection* you provide it,

and you request to be *reconnected*, we will do so subject to *applicable regulations* and your payment of any *reconnection* charge.

15.2 Time for reconnection

If you make a request for *reconnection* under clause 15.1:

- before 3 pm on a *business day*, we will *reconnect* you on the day of the request; or
- after 3 pm on a *business day*, we will *reconnect* you on the next *business day* or, if the request also is made before 9 pm and you pay any applicable additional after hours *reconnection* charge, on the day of your request.

16. LIABILITY

16.1 Our responsibility for quality and reliability of energy supply

You acknowledge that the quality and reliability of energy supply under this contract may be impacted by events, circumstances or persons not within our reasonable control.

16.2 Limitation of liability

To the extent permitted by law:

- other than to the extent we are in breach of this contract or negligent in relation to this contract, our liability to you under this contract is limited to five per cent of the value of payments you have made to us under this contract in the three months preceding any claim; and

- if you are a **business customer**, our liability to you under this contract for breach of any term, condition, warranty or guarantee implied to form part of this contract is limited at our election to either:
 - supplying to your **supply address** goods or services equivalent to those supplied under this contract; or
 - paying the cost of supplying to your **supply address** goods or services equivalent to those supplied under this contract.

16.3 Mitigation of loss

If you are a **business customer**, you must take reasonable precautions to minimise the risk of loss or damage to any of your equipment, your premises or your business which may result from poor quality or reliability of energy supply.

16.4 No exclusion of statutory limitation of liability

Nothing in this contract should be construed as varying or excluding the operation of section 120 of the National Electricity Law, and as such we, our officers and our employees do not incur any civil monetary liability for any partial or total failure to supply electricity under this contract unless the failure is due to an act or omission of us, our officer, or our employee (as applicable) in bad faith or constituting negligence.

16.5 Indemnity

You hereby indemnify us against any loss or claim we may suffer due to your breach of this contract or due to your negligence in relation to this contract, with our recourse to such indemnity to be limited in amount to the amount to which we are entitled under common law (including equity) or statute as compensation for the relevant instance of your breach or negligence (as applicable).

17. FORCE MAJEURE

If, but for the operation of this clause 17, we would be in breach of this contract due to a **force majeure event**:

- our obligations under this contract are suspended to the extent to which they are affected by the **force majeure event** as long as the **force majeure event** continues; and
- we will give you prompt notice of that fact including full particulars of the **force majeure event**, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

We will use **best endeavours** to remove, overcome or minimise the effects of the **force majeure event** as quickly as possible. However, we will not, in order to overcome a **force majeure event**, be obliged to settle any industrial dispute in any way contrary to our wishes.

18. TERM AND TERMINATION

18.1 Your right to terminate

You may terminate this contract at any time by giving us 28 days' notice, or such shorter time as we both may agree, or without notice if you are a **deemed contract customer**. Such termination does not excuse you from any liability that arises prior to termination.

18.2 Our right to terminate

We may terminate this contract if we have **disconnected** you in accordance with clause 13 and you no longer have a right of **reconnection** under clause 15. We may also terminate this contract if we enter a new contract with you, or if you have **transferred** to another retailer, in respect of your **supply address**.

18.3 Termination of deemed contract

For the purposes of sections 37 and 39 of the Electricity Industry Act, a **deemed contract** comes to an end at the end of the period covered by the second bill issued to you under that **deemed contract**.

18.4 Responsibility for payment

You are responsible for payment for all energy supplied to your *supply address* up until the later of:

- the date you or we terminate this contract;
- the date you move from your *supply address*; and
- the date you notify us that you have moved out.

19. VARIATIONS TO *TARIFF*

19.1 *Standing offer* customers

If you entered this contract through acceptance of our *standing offer*:

- if your *tariff* is varied, it will not be varied such that it exceeds our currently applicable *standing offer tariff*; and
- if our gazetted terms and conditions for *standing offer* contracts are varied, then from the date that the variation to the gazetted terms and conditions become effective, this contract is taken to be varied in the same manner (such that any varied gazetted terms and conditions apply to you as if set out in this contract).

19.2 Deemed contract customers

If these terms apply to you because you are deemed under section 37 or section 39 of the Electricity Industry Act to have a contract with us, the *tariff* applicable to you may change if we vary our *tariff* for *deemed contracts* and gazette the varied *tariffs*. Any such change will take effect no sooner than one month after the *tariffs* are gazetted.

19.3 Variations generally

Subject to clauses 19.1 and 19.2, we may vary the *tariff* applicable to you from time to time. We will give you notice of any variation to the amount and/or structure of the *tariff* that applies to you under this contract. Where there is a change in the use of your *supply address* we may vary your *tariff*.

We will give you this notice within any timeframes mandated by *applicable regulations*, which as at the date these terms and conditions were first published means we will notify you as soon as practicable and in any event no later than your next bill (or if you have a *smart meter*, 20 *business days* prior to the variation).

20. ACCESS TO SUPPLY ADDRESS

You must allow us and our representatives safe, convenient and unhindered access to your *supply address* and *meter* for the purpose of reading your *meter* and for *connection*, *disconnection* and *reconnection*. We and our representatives will carry or wear official identification and, on request, show that identification to you.

21. PROVISION OF INFORMATION

21.1 Customer information

You must inform us as soon as possible of any relevant change to contact details. You must also notify us of any change in use of your *supply address*, as it may have impacts on the applicability of *tariffs*.

21.2 Customer charter

Our customer charter is available on our website. If you require a copy of our customer charter, please advise us, and we will provide you a copy within 2 *business days* of your request. We can provide the charter in large print format.

21.3 *Energy Retail Code*

If you require a copy of the *Energy Retail Code*, please advise us, and we will provide you a copy (although we may impose an *additional retail charge* on you for this). You can also inspect the *Energy Retail Code* free of charge at the *ESC* website (www.esc.vic.gov.au).

As noted in clause 1.4, changes to **applicable regulations** may impact upon your rights, entitlements and obligations. We will specifically advise you of any changes to the **Energy Retail Code** that materially affect your rights, entitlements and obligations as soon as reasonably practicable after the occurrence of changes.

21.4 Available tariffs

On request, we will provide you with reasonable information on **tariffs** that we may offer you. We will provide this information in accordance with any timeframes or requirements mandated by **applicable regulations**, which as at the date these terms and conditions were first published means we will provide the information within 10 **business days** of your request, and in **writing** if you request we do so.

22. HISTORICAL BILLING AND METERING INFORMATION

22.1 Records

We will retain your historical billing and **metering data** for at least two years, even if in the meantime this contract has terminated.

22.2 Historical billing and metering data

Generally speaking your full billing history with us will be available to you through our website. Furthermore, on request, during the term of this contract we will provide to you any of your historical billing and **metering data** for any period nominated by you, where that data is retained by us. We may impose an **additional retail charge** on you but only if the request is not the first request made by you within the preceding year or the data requested relates to a period prior to the preceding two years.

We will use our **best endeavours** to provide historical billing and **metering data** to you within 10 **business days** of your request or within such other period as we agree.

We will never impose a charge for provision of historical billing and **metering data** if it is required for the purposes of handling a genuine complaint made by you.

If you have a **smart meter** and request historical data, we will provide interval data electronically, or by some other form, in a way which makes the information understandable and accessible to you.

23. CONTACTING US, COMPLAINTS AND DISPUTE RESOLUTION, PRIVACY

23.1 Contacting us

We will operate an online help and call centre at reasonable times to help answer any questions or solve any problems with purchasing electricity products or with your account. We will use all reasonable endeavours to answer calls within one minute and to respond to online help enquiries within 2 **business days**. If for some reason we don't comply with these timeframes you can contact us again or lodge a complaint.

23.2 Complaint handling

We handle all complaints in accordance with the complaints procedures (set out on our website at powershop.com.au/complaints.html), and in accordance with all **applicable regulations**, which as at the date these terms and conditions were first published means in accordance with the relevant Australian Standard on Complaints Handling, and in accordance with clause 23.3. You can find information on our complaints handling procedures in our customer charter, powershop.com.au/charter.html.

23.3 Privacy

We take privacy very seriously and will treat your information in accordance with our privacy policy – see powershop.com.au/privacy-policy.html.

23.4 Advice on your rights

We will, when we respond to complaints, inform you:

- that you have a right to raise the complaint to a higher level within our management structure; and

- if, after raising the complaint to a higher level you are still not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman Victoria or other relevant external dispute resolution body. This information will be given in *writing*.

24. NOTICES

Any notice, consent, document or communication we give you under this contract will be in *writing* and either given by hand, faxed, posted or emailed, other than in the case of communications which other clauses of this contract contemplate being provided via an alternative communication method.

25. ASSIGNMENT

We will only ever assign this contract with your consent. You must not assign this contract or any of your rights or obligations under this contract without our consent (which we may withhold in our absolute discretion).

26. INTERPRETATION

26.1 General

The following rules of interpretation apply to this contract:

- We are not in a position to *connect, disconnect* or *reconnect* the electrical system at your *supply address* to your *distributor's* distribution system. In this contract unless the context otherwise requires, a reference in a term or condition to us:
 - having a right or not having a right to *disconnect* you is to be construed as a reference to us having a right or not having a right to procure your *distributor* to *disconnect*; or
 - being obliged to *connect, disconnect* or *reconnect* you is to be construed as a reference to us being obliged to use our *best endeavours* to procure the *distributor* to *connect, disconnect* or *reconnect*,the electrical system at your *supply address* to your *distributor's* distribution system;
- headings and footnotes are for convenience or information only and do not affect the interpretation of this contract or of any term or condition set out in this contract;
- words importing the singular include the plural and vice versa;
- an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa;
- a reference to a clause or appendix is to a clause or appendix of this contract;
- a reference to any statute includes all statutes varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and determinations issued under that statute;
- a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document;
- a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning;
- a period of time:
 - which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or

- which commences on a given day or the day or an act or event is to be calculated inclusive of that day;
- a reference to:
 - a day is a reference to a period commencing immediately after midnight and ending the following midnight; and
 - a month is a reference to a calendar month; and
- an event which is required under any term or condition set out in this contract to occur on or by a stipulated day which is not a **business day** may occur on or by the next **business day**.

26.2 Defined terms

In this contract, unless the context requires otherwise:

- **acceptable identification** in relation to:
 - a **domestic customer**, includes one or more of the following: a driver's licence, a current passport or other form of photographic identification, a Pensioner Concession Card or other current entitlement card issued by the Commonwealth or a birth certificate;
 - a **business customer** which is a sole trader or partnership, includes one or more of the forms of identification for a **domestic customer** for each of the individuals that conduct the business; and
 - a **business customer** which is a company, includes the company's Australian Company Number or Australian Business Number.
- **additional retail charge** means a charge relating to the sale of **energy** by us to you, other than a charge based on the **tariff** applicable to you, and which will be determined in accordance with clause 3.2 of this contract. To avoid doubt:
 - any network charge relating to the supply, but not sale, of energy to your **supply address** is not an additional retail charge (whether or not the network charge is bundled in our **tariff**);
 - without limiting the above, any charge we impose as a direct pass through of a distribution **tariff**, excluded service charge for electricity, or other charge imposed on us by a **distributor** for **connection** to or use of the **distributor's** distribution system is not an **additional retail charge**; and
 - any amount payable by you to us in respect of your breach of this contract is not an **additional retail charge**.
- **amount outstanding** means any amount which is not paid by the due date specified in a bill, unless we have agreed a later date for payment, in which case it means any amount which is not paid by the later date we have agreed.
- **applicable regulations** means the regulations that apply to us as an energy retailer and a business generally. This may include, but is not necessarily limited to, one or more of the following:
 - the **Retail Law**;
 - the **Retail Rules**;
 - the **Electricity Act**;
 - the **Energy Retail Code**;
 - the **National Electricity Rules**;
 - the Metrology Procedure: Part A (National Electricity Market), as published by the Australian Energy Market Operator in accordance with clause 7.14.1(a) of the **National Electricity Rules**;

- the Metrology Procedure: Part B (National Electricity Market), as published by the Australian Energy Market Operator in accordance with clause 7.14.1(a) of the *National Electricity Rules*;
 - the Electricity Customer Transfer Code certified by the *ESC*; and
 - the Electricity Customer Metering Code certified by the *ESC*,
- or any other regulatory instrument which substitutes, amends or supplements any of the above.
- **assigned meter identifier** means the National Meter Identifier assigned to your metering installation.
 - **bank bill rate** means the BBSW 90 day bank bill swap rate.
 - **best endeavours** in relation to a person, means the person must act in good faith and do what is reasonably necessary in the circumstances.
 - **billing cycle** means the regular recurrent period in which you receive a bill from us.
 - **business customer** means a customer who is not a *domestic customer* and is not a large customer as defined in *applicable regulations*.
 - **business day** means a day other than a Saturday, Sunday or a *public holiday*.
 - **concession** means a concession, rebate or grant including, without limitation, those known as or relating to:
 - Winter Energy Concession;
 - Life Support Machines;
 - Group Homes;
 - Multiple Sclerosis or Associated Conditions;
 - Service to Property Charge Supply Concession;
 - Property Transfer Fee Waiver; and
 - Utility Relief Grant Scheme.
 - **connect** means the making and maintaining of contact between the electrical systems of two persons allowing the supply of electricity between those systems.
 - **date of receipt** in relation to a notice given by us to you means:
 - if we hand the notice to you, the date we do so;
 - if we leave the notice at your property, the date we do so;
 - if we deliver the notice by post, the date two *business days* after we do so; and
 - if we deliver the notice online or by email, the date we do so.
 - **deemed contract** means a deemed contract under the *Electricity Act*.
 - **deemed contract customer** means a person who is deemed to have a contract with us under *Electricity Act*.
 - **disconnect** means the disconnection of contact between the electrical systems of two persons preventing the supply of electricity between those systems.
 - **distributor** means a person who holds or is exempt from holding a distribution licence under the *Electricity Act*.
 - **domestic customer** means a person who purchases electricity principally for personal, household or domestic use at the relevant *supply address*, or who is a business customer consuming less than 100MWh per annum.
 - **Electricity Act** means the **Electricity Industry Act 2000** (Vic.).
 - **energy contract** means a contract for the sale of electricity by us.
 - **Energy Retail Code** means the code by that name certified by the *ESC*.
 - **ESC** means the Essential Services Commission under the **Essential Services Commission Act 2001**.

- **force majeure event** means an event outside the reasonable control of you or us.
 - **index read** in relation to **smart meters**, has the meaning given under section 3.3.4 of Meter Data File Format Specification NEM12 & NEM13, published by the Australian Energy Market Operator.
 - **last resort event** means when our licence or authorisation is suspended or revoked, or our right to acquire electricity in the wholesale electricity market is suspended or terminated.
 - **market contract** means an **energy contract** on pricing and terms and conditions that may differ from our **standing offer** pricing and terms and conditions.
 - **market contract customer** means a customer who has accepted a **market contract**.
 - **meter** means the device which measures and records consumption of electrical usage consumed at your **supply address**.
 - **metering data** means the half hourly data collected from a **smart meter**, including any substituted and estimated data that was used in the preparation of your bills.
 - **National Electricity Rules** means the Rules made under the National Electricity Law applicable in Victoria as a result of the operation of section 6 of the **National Electricity (Victoria) Act 2005**.
 - **public holiday** means a public holiday appointed under the **Public Holidays Act 1993** (Vic.).
 - **reasonable assurance** means an assurance given by you that you will pay us, following which, based on all relevant circumstances leading to and anticipated to follow that assurance, we develop a fair and reasonable expectation that you will pay us.
 - **reconnect** means to **connect** following a **disconnection**.
 - **refundable advance** means an amount of money or other arrangement to provide acceptable security against default. See clause 7.
 - **responsible** in respect of a **supply address** means responsible for the electricity supplied at the **supply address** for the purposes of settlement of a relevant wholesale electricity market under **applicable regulations**.
 - **Retail Law** means the National Energy Retail Law set out as a Schedule to the **National Energy Retail Law (South Australia) Act 2011** and adopted in other states through various enabling legislative instruments.
 - **Retail Rules** means the National Energy Retail Rules established under the **Retail Law**.
 - **smart meter** means an interval **meter** designed to transmit data to a remote locality that meets the functionality requirements for advanced metering infrastructure set out in any relevant Order made under section 46D of the **Electricity Act**.
 - **standing offer** means an offer made by us as contemplated by section 35 of the **Electricity Act**.
 - **supply capacity control** means the use, other than the emergency use, of the **smart meter** to temporarily interrupt electricity supply to you.
 - **supply address** means the address where you are being supplied electricity, and includes the relevant market connection point (as defined in the **National Electricity Rules**) in respect of that **supply address**.
 - **tariff** means a price offering from us. Each **tariff** is set out in a Price and Product Information Statement or an Energy Fact Sheet, and each such price offering can be found on our website or on government comparison sites such as www.yourchoice.vic.gov.au or www.energymadeeasy.gov.au.
 - **transfer** in respect of a customer and two retailers, means that **responsibility** for the relevant **supply address** of that customer has transferred from one of the retailers to the other.
 - **writing** means any mode of representing or reproducing words, figures, drawings or symbols in visible form.
-

Electricity Industry Act 2000

POWERSHOP AUSTRALIA PTY LTD
ABN 41 154 914 075

Standing Tariffs applicable under section 35 and section 39 of the Electricity Industry Act 2000

The following electricity rates for the deemed contract customers and standing offer customers apply until such time as the rates are varied.

United Energy Distribution Zone

Meter configuration	Tariff	Unit	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Anytime – Single Rate (Including with controlled load)	Anytime Usage ex. GST	c/kWh	20.91	20.05	19.48	20.05	23.52	24.09	24.67	24.95	22.09	19.77	20.05	20.34
	Anytime Usage inc. GST	c/kWh	23.00	22.06	21.43	22.06	25.87	26.50	27.14	27.45	24.30	21.75	22.06	22.37
	Controlled Load Usage	c/kWh	13.88 Ex. GST / 15.27 Inc. GST											
	Daily Charge	c/day	93.49 Ex. GST / 102.84 Inc. GST											
Peak / Off Peak – Two Rate	Peak Usage ex. GST	c/kWh	28.37	27.24	26.49	27.24	30.72	31.47	32.23	32.60	28.84	26.87	27.24	27.62
	Peak Usage inc. GST	c/kWh	31.21	29.96	29.14	29.96	33.79	34.62	35.45	35.86	31.72	29.56	29.96	30.38
	Off Peak Usage	c/kWh	13.66 Ex. GST / 15.03 Inc. GST											
	Daily Charge	c/day	100.36 Ex. GST / 110.40 Inc. GST											

Citipower Distribution Zone

Meter configuration	Tariff	Unit	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Anytime – Single Rate (Including with controlled load)	Anytime Usage ex. GST	c/kWh	20.84	19.99	19.41	19.99	20.56	21.13	21.70	21.99	19.13	19.70	19.99	20.27
	Anytime Usage inc. GST	c/kWh	22.92	21.99	21.35	21.99	22.62	23.24	23.87	24.19	21.04	21.67	21.99	22.30
	Controlled Load Usage	c/kWh	13.96 Ex. GST / 15.36 Inc. GST											
	Daily Charge	c/day	87.92 Ex. GST / 96.71 Inc. GST											
Peak / Off Peak – Two Rate	Peak Usage ex. GST	c/kWh	29.29	28.16	27.41	28.16	28.91	29.66	30.41	30.79	27.03	27.78	28.16	28.53
	Peak Usage inc. GST	c/kWh	32.22	30.98	30.15	30.98	31.80	32.63	33.45	33.87	29.73	30.56	30.98	31.38
	Off Peak Usage	c/kWh	13.89 Ex. GST / 15.28 Inc. GST											
	Daily Charge	c/day	95.73 Ex. GST / 105.30 Inc. GST											

SP AusNet Distribution Zone

Meter configuration	Tariff	Unit	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Anytime – Single Rate (Including with controlled load)	Anytime Usage ex. GST	c/kWh	24.32	23.47	22.89	23.47	24.04	24.61	25.18	25.47	22.61	23.18	23.47	23.75
	Anytime Usage inc. GST	c/kWh	26.75	25.82	25.18	25.82	26.44	27.07	27.70	28.02	24.87	25.50	25.82	26.13
	Controlled Load Usage	c/kWh	15.66 Ex. GST / 17.23 Inc. GST											
	Daily Charge	c/day	88.08 Ex. GST / 96.89 Inc. GST											
Peak / Off Peak – Two Rate	Peak Usage ex. GST	c/kWh	32.98	31.86	31.10	31.86	32.61	33.36	34.11	34.49	30.73	31.48	31.86	32.23
	Peak Usage inc. GST	c/kWh	36.28	35.05	34.21	35.05	35.87	36.70	37.52	37.94	33.80	34.63	35.05	35.45
	Off Peak Usage	c/kWh	15.21 Ex. GST / 16.73 Inc. GST											
	Daily Charge	c/day	98.67 Ex. GST / 108.54 Inc. GST											

Jemena Distribution Zone

Meter configuration	Tariff	Unit	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Anytime – Single Rate (Including with controlled load)	Anytime Usage ex. GST	c/kWh	22.66	21.80	21.23	21.80	22.37	22.94	23.51	23.80	20.94	21.51	21.80	22.08
	Anytime Usage inc. GST	c/kWh	24.93	23.98	23.35	23.98	24.61	25.23	25.86	26.18	23.03	23.66	23.98	24.29
	Controlled Load Usage	c/kWh	14.63 Ex. GST / 16.09 Inc. GST											
	Daily Charge	c/day	103.94 Ex. GST / 114.33 Inc. GST											
Peak / Off Peak – Two Rate	Peak Usage ex. GST	c/kWh	29.31	28.18	27.43	28.18	28.93	29.68	30.44	30.81	27.05	27.80	28.18	28.56
	Peak Usage inc. GST	c/kWh	32.24	31.00	30.17	31.00	31.82	32.65	33.48	33.89	29.76	30.58	31.00	31.42
	Off Peak Usage	c/kWh	14.59 Ex. GST / 16.05 Inc. GST											
	Daily Charge	c/day	108.08 Ex. GST / 119.68 Inc. GST											

Powercor Distribution Zone

Meter configuration	Tariff	Unit	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Anytime – Single Rate (Including with controlled load)	Anytime Usage ex. GST	c/kWh	23.18	22.32	21.75	22.32	22.90	23.47	24.04	24.33	21.47	22.04	22.32	22.61
	Anytime Usage inc. GST	c/kWh	25.50	24.55	23.93	24.55	25.19	25.82	26.44	26.76	23.62	24.24	24.55	24.87
	Controlled Load Usage	c/kWh	14.62 Ex. GST / 16.08 Inc. GST											
	Daily Charge	c/day	93.90 Ex. GST / 103.29 Inc. GST											
Peak / Off Peak – Two Rate	Peak Usage ex. GST	c/kWh	32.65	31.52	30.77	31.52	32.27	33.02	33.78	34.15	30.39	31.14	31.52	31.90
	Peak Usage inc. GST	c/kWh	35.92	34.67	33.85	34.67	35.50	36.32	37.16	37.57	33.43	34.25	34.67	35.09
	Off Peak Usage	c/kWh	14.19 Ex. GST / 15.60 Inc. GST											
	Daily Charge	c/day	96.44 Ex. GST / 106.08 Inc. GST											

Rates subject to confirmation of distribution zone and meter type at your supply address.

Anytime – Single Rate tariffs: These tariffs consist of a fixed daily charge, and then a per kWh energy charge which is the same at all times of the day, 24 hours a day. The c/kWh charge applicable to Anytime Usage in a particular month (as set out above) will apply to all usage within that month. These tariffs do not have any 'Off Peak' rates but Controlled Load Rates may apply.

Controlled Load Rates: Rates for time switch controlled hot water services, space heaters and other dedicated loads, generally controlled between 11 pm and 7 am AEST.

Peak / Off-peak – Two Rate tariffs: These tariffs consist of a fixed daily charge, a per kWh energy charge which applies during peak times (generally between 7 am and 11 pm AEST Monday to Friday, although may be Monday to Sunday for some business customers), and a per kWh energy charge which applies during off-peak times (generally between 11 pm and 7 am AEST Monday to Friday, and all weekend). The c/kWh charge applicable to Peak Usage in a particular month (as set out above) will apply to all usage during peak times within that month. The c/kWh charge applicable to Off Peak Usage (as set out above) will apply to all usage during off-peak times.

Planning and Environment Act 1987

CARDINIA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C124

The Minister for Planning has approved Amendment C124 to the Cardinia Planning Scheme.

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

The Amendment:

- introduces a new MSS at Clause 21 of the Cardinia Planning Scheme;
- deletes three local policies; Clause 22.01 – Small Lot Rural Subdivision Policy, Clause 22.03 – Aboriginal Archaeological Sites and Clause 22.06 – Gembrook Township;
- updates the Content section of the Cardinia Planning Scheme to incorporate these changes; and
- inserts new incorporated document at Clause 81.01 titled:
 - Bunyip Township Strategy (September 2009)
 - Cockatoo Township Strategy (March 2008)
 - Emerald District Strategy (June 2009)
 - Lang Lang Township Strategy (July 2009)
 - Upper Beaconsfield Township Strategy (July 2009).

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 and free of charge, during office hours, at the offices of the Cardinia Shire Council, Henty Way, Pakenham.

FIONA DELAHUNT
Acting Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

CARDINIA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C172

The Minister for Planning has approved Amendment C172 to the Cardinia Planning Scheme.

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

The Amendment applies interim heritage controls to 21 James Street, Pakenham.

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 and free of charge, during office hours, at the offices of the Cardinia Shire Council, Henty Highway, Pakenham.

FIONA DELAHUNT
Acting Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

CASEY PLANNING SCHEME

Notice of Approval of Amendment

Amendment C150

The Minister for Planning has approved Amendment C150 to the Casey Planning Scheme.

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

The Amendment incorporates the Site Specific Control – Subdivision Requirements for Low-Density Residential Areas in the Hampton Park Development Plan, May 2012 into the Casey Planning Scheme, extends the expiry date of this control until 31 May 2013 and makes reference to the incorporated document in the schedules to Clauses 52.03 and 81.01.

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 and free of charge, during office hours, at the offices of the Casey City Council, Magid Drive, Narre Warren.

FIONA DELAHUNT
Acting Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

EAST GIPPSLAND PLANNING SCHEME

Amendment C82

Notice of Approval of Amendment

The Minister for Planning has approved Amendment C82 to the East Gippsland Planning Scheme.

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

The Amendment alters the planning scheme maps and the schedule to the Heritage Overlay so that heritage places included in Victorian Heritage Register are shown in the East Gippsland Planning Scheme.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the East Gippsland Shire Council, 273 Main Street, Bairnsdale.

FIONA DELAHUNT
Acting Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

GOLDEN PLAINS PLANNING SCHEME

Notice of Approval of Amendment

Amendment C57

The Minister for Planning has approved Amendment C57 to the Golden Plains Planning Scheme.

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

The Amendment rezones land in Lethbridge and Meredith to Township Zone, Low Density Residential Zone and Public Use Zone – Transport, applies Design and Development Overlay Schedule 5 and Development Plan Overlay Schedule 12 and amends Clauses 21.03 and 21.04 to implement revised Lethbridge and Meredith structure plans.

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 and free of charge, during office hours, at the offices of the Golden Plains Shire Council, Bannockburn Customer Service Centre, 2 Pope Street, Bannockburn, Victoria.

FIONA DELAHUNT
Acting Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987GREATER SHEPPARTON
PLANNING SCHEME

Notice of Approval of Amendment

Amendment C148

The Minister for Planning has approved Amendment C148 to the Greater Shepparton Planning Scheme.

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

The Amendment applies the Public Acquisition Overlay to part of the land at 293–295 Benalla Road, Shepparton.

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 and free of charge, during office hours, at the offices of the City of Greater Shepparton, 90 Welsford Street, Shepparton.

FIONA DELAHUNT
Acting Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

HUME PLANNING SCHEME

Notice of Approval of Amendment

Amendment C159

The Minister for Planning has prepared Amendment C159 to the Hume Planning Scheme.

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

The Amendment rezones part of the land at 284–290 Hume Highway, Craigieburn, from Industrial 3 Zone (IN3Z) to Public Use Zone – Other 7 (PUZ7).

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 and free of charge, during office hours, at the offices of the Hume City Council, 1079 Pascoe Vale Road, Broadmeadows.

FIONA DELAHUNT
Acting Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

MONASH PLANNING SCHEME

Notice of Approval of Amendment

Amendment C112

The Minister for Planning has approved Amendment C112 to the Monash Planning Scheme.

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

The Amendment provides a site specific provision via Clause 52.03 of the Monash Planning Scheme to incorporate a document into the Planning Scheme enabling a permit to be sought for a large format liquor shop at 1517 Dandenong Road, Oakleigh.

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 and free of charge, during office hours, at the offices of Monash City Council, 293 Springvale Road, Glen Waverley.

FIONA DELAHUNT
Acting Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

SOUTH GIPPSLAND PLANNING SCHEME

Notice of Approval of Amendment

Amendment C69

The South Gippsland Shire Council has approved Amendment C69 to the South Gippsland Planning Scheme.

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

The Amendment rezones land at 16 Baromi Road, Mirboo North, from the Public Use Zone 1 to the Residential 1 Zone.

The Amendment was approved by the South Gippsland Shire Council on 26 April 2012 in accordance with authorisation given by the Minister under section 11(1) of the **Planning and Environment Act 1987** on 22 December 2011. The authorisation has not been withdrawn.

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 and free of charge, during office hours, at the offices of the South Gippsland Shire Council, 9 Smith Street, Leongatha.

FIONA DELAHUNT
Acting Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

WODONGA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C86

The Minister for Planning has approved Amendment C86 to the Wodonga Planning Scheme.

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

The Amendment changes the Municipal Strategic Statement as it relates to Valley Views Estate, Baranduda, rezones land to the Low Density Residential Zone, introduces and applies the Development Plan Overlay and site specific controls to land at Valley Views Estate, Baranduda.

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 and free of charge, during office hours, at the offices of the Wodonga City Council, 104 Hovell Street, Wodonga.

FIONA DELAHUNT
Acting Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

The Amendment C113 lapsed on 15 April 2012.

FIONA DELAHUNT
Acting Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

CASEY PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C113

Pursuant to section 30(1)(a) of the **Planning and Environment Act 1987**, Amendment C113 to the Casey Planning Scheme has lapsed.

The Amendment C113 proposed to:

- rezone land within the proposed Cranbourne North Service Business Precinct Development Plan area from a Farming Zone (FZ2) to an Industrial 3 Zone (IN3Z);
- introduce and apply a Development Plan Overlay, Schedule 18 (DPO18) to all land within the proposed Cranbourne North Service Business Precinct Development Plan area;
- delete part of the Development Plan Overlay (DPO14) that affects part of the Cranbourne North Service Business Precinct Development Plan area;
- amend the Schedule to Clause 52.01 to include 'CR10' and Plan 1 to Clause 52.01 to designate land within the proposed Cranbourne North Service Business Precinct Development Plan area as 'CR10';
- amend the Schedule to Clause 52.16 to include the Cranbourne North Service Business Precinct Native Vegetation Precinct Plan; and
- amend the Schedule to Clause 81.01 to incorporate the Cranbourne North Service Business Precinct Native Vegetation Precinct Plan in the planning scheme.

ORDERS IN COUNCIL

Local Government Act 1989

ALTERATION OF WARD BOUNDARIES OF THE KNOX CITY COUNCIL

Order in Council

The Lieutenant-Governor, as the Governor's Deputy, with the advice of the Executive Council, under section 220Q(k) of the **Local Government Act 1989** alters the boundaries of wards of the Knox City Council as described in plan LEGL./11-123 lodged in the Central Plan Office.

Under section 220S(1)(a) of the **Local Government Act 1989**, this Order comes into operation on 1 July 2012.

Dated 13 June 2012

Responsible Minister:

JEANETTE POWELL MP

Minister for Local Government

YVETTE CARISBROOKE

Acting Clerk of the Executive Council

Local Government Act 1989

ALTERATION OF WARD BOUNDARIES OF THE YARRA RANGES SHIRE COUNCIL

Order in Council

The Lieutenant-Governor, as the Governor's Deputy, with the advice of the Executive Council, under section 220Q(k) of the **Local Government Act 1989** alters the boundaries of wards of the Yarra Ranges Shire Council as described in plan LEGL./11-124 lodged in the Central Plan Office.

Under section 220S(1)(a) of the **Local Government Act 1989**, this Order comes into operation on 1 July 2012.

Dated 13 June 2012

Responsible Minister:

JEANETTE POWELL MP

Minister for Local Government

YVETTE CARISBROOKE

Acting Clerk of the Executive Council

Prevention of Cruelty to Animals Act 1986

REVOCAION OF CODE OF PRACTICE

Order in Council

The Governor in Council under section 7(1) of the **Prevention of Cruelty to Animals Act 1986** (the Act) revokes the Code for the Accepted Farming Practice for the Welfare of Pigs (Revision 2) made by Governor in Council on 14 August 2007 and published in Government Gazette G10 on 6 March 2008.

This revocation takes effect upon publication of the revocation in the Government Gazette subsequent to its tabling in accordance with section 7(4) of the Act.

Dated 14 March 2012

Responsible Minister:

PETER WALSH

Minister for Agriculture and
Food Security

MATTHEW McBEATH

Clerk of the Executive Council

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

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

40. *Statutory Rule:* Local Government
(Electoral)
Amendment
Regulations 2012

Authorising Act: City of Melbourne
Act 2001
Local Government
Act 1989

Date first obtainable: 14 June 2012

Code A

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