



Victoria Government Gazette

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No. G 35 Thursday 30 August 2012

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GENERAL

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The last Special Gazette was No. 294 dated 29 August 2012.

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

How To Submit Copy

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

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

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

VICTORIA GOVERNMENT GAZETTE

Subscribers and Advertisers

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JENNY NOAKES
Government Gazette Officer

PRIVATE ADVERTISEMENTS

Aerodrome Landing Fees Act 2003

Essendon Airport Pty Ltd gives notice that the following fees have, under the **Aerodrome Landing Fees Act 2003** ('Act'), been fixed and operate at Essendon Airport on and from 1 September 2012.

1. A fee per arrival for a:
 - (a) fixed wing aircraft, of \$19.20 per 1,000 kilograms (pro-rata) of the aircraft's maximum take-off weight with a minimum charge per arrival of \$44.80; and
 - (b) rotary wing aircraft, of \$12.80 per 1,000 kilograms (pro-rata) of the aircraft's maximum take-off weight with a minimum charge per arrival of \$23.00.
2. A fee per training flight approach including an ILS approach (as defined under the Act) for a:
 - (a) fixed wing aircraft that touches the runway, \$19.20 per 1,000 kilograms (pro-rata) of the aircraft's maximum take-off weight with a minimum charge per arrival of \$44.80; and
 - (b) rotary wing aircraft that touches the runway, of \$12.80 per 1,000 kilograms (pro-rata) of the aircraft's maximum take-off weight with a minimum charge per arrival of \$23.00; and
 - (c) fixed wing aircraft or a rotary wing aircraft that does not touch the runway, \$12.90.
3. A fee for parking of a:
 - (a) fixed wing aircraft with a maximum take-off weight (MTOW) under 3,000 kilograms, \$0.004 per kg/MTOW per day (or part thereof), with a minimum charge of \$12.50;
 - (b) fixed wing aircraft with an MTOW of 3,000 kilograms or more, of \$60.80 per day (or part thereof);
 - (c) rotary wing aircraft of \$60.80 per day (or part thereof);
 - (d) aircraft outside aircraft parking clearance lines (including overhanging aircraft), an additional \$500.00 per day (or part thereof);
 - (e) No parking fee is payable where an aircraft arrives at and then departs from Essendon Airport between 6 am and 5 pm on the same day, provided that the aircraft does not return to the airport until after 6 am the following day;
 - (f) No parking fee is payable where an aircraft is parked within a leased area of the airport.
4. Aircraft not registered on the Australian Civil Aviation Safety Authorities Civil Aviation Register must, in addition to paying the above fees, pay a fee of \$42.00 per monthly invoice.
5. Overdue Fees

Where a fee is overdue by 60 days or more, an additional 10% will be added to the overdue amount.

The above fees do not include GST. Please refer to www.essendonairport.com.au for further information.

Re: STANISLAW ZDANOWICZ, late of 3–5 Percival Street, Bayswater, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 June 2012, are required by the trustee, Irena Antonina Zdanowicz, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she has notice.

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

Re: Estate AVERIL MYRA MAXWELL, deceased.

In the estate of AVERIL MYRA MAXWELL, late of Cohuna Retirement Village, Augustine Street, Cohuna, Victoria, retired, deceased.

Creditors, next-of-kin and all others having claims against the estate of the said deceased are required by David Gregory Maxwell, the executor of the Will of the said deceased, to send particulars of such claims to him, in care of the

undermentioned solicitors, within two months from the date of publication of this notice, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

BASILE & CO. PTY LTD, legal practitioners,
46 Wellington Street, Kerang, Victoria 3579.

MELVA DOREEN MASON, late of 1/68 Wilsons Road, Newcomb, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims against the estate of the deceased, who died on 26 May 2012, are required by the executors of the Will, Ivan Russell Sharp, Glenda Doreen Cullen and Peter Stewart Sharp, to send particulars to them, care of Birdsey, Dedman & Bartlett, of 166a Ryrie Street, Geelong, solicitors, by 31 October 2012, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

Dated 21 August 2012

BIRDSEY, DEDMAN & BARTLETT, solicitors,
166a Ryrie Street, Geelong 3220.

Re: VIOLET GLADYS DEMPSEY, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of VIOLET GLADYS DEMPSEY, late of 49–51 Streeton Crescent, East Ivanhoe, Victoria, home duties, deceased, who died on 9 March 2012, are required by the executor to send particulars of their claim to her, care of the undermentioned solicitors, by 20 February 2013, after which date the said executor will distribute the assets of the deceased, having regard only to the claims of which she then shall have notice.

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

Re: ROBIN IAN LAIRD, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of ROBIN IAN LAIRD, late of 61 Normanby Road, Kew, Victoria, retired teacher, deceased, who died on 16 June 2012, are required by the executor to

send particulars of their claim to him, care of the undermentioned solicitors, by 20 February 2013, after which date the said executor will distribute the assets of the deceased, having regard only to the claims of which he then shall have notice.

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

Re: DANIEL BRUCE RILEY, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of DANIEL BRUCE RILEY, late of 40 Kerferd Street, North Essendon, Victoria, pensioner, deceased, who died on 9 June 2012, are required by the executors to send particulars of their claim to them, care of the undermentioned solicitors, by 20 February 2013, after which date the said executor will distribute the assets of the deceased, having regard only to the claims of which he then shall have notice.

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

Re: HENRY PATRICK CLEARY, deceased,
late of 201 Clarke Road, Springvale South.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 May 2012, are required by the trustee, Donald Ewen Cameron, to send particulars to the trustee, care of the undermentioned legal practitioners, by 31 October 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

JEAN PIKE, late of 12 Kensington Road, Leopold, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 4 July 2012, are required by the trustees, Helen Marjory Brennan and Brian Allen, to send particulars of their claims to the trustees, care of the undermentioned legal practitioners, by 30 November 2012, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

INGPEN & BENT,
legal practitioners for the trustees,
95 Yarra Street, Geelong 3220.

Re: MAXINE MARY CONNELL, late of 11/699 Highbury Road, Burwood, Victoria, formerly of 14 Laturns Court, Vermont South, Victoria, investor/retired retail manager, deceased.

Creditors, next-of-kin and others having claim in respect of the estate of the deceased, who died on 16 June 2012, are required by the executor, Michael John Clarebrough, of Level 29, 140 William Street, Melbourne, Victoria, to send particulars to him by Thursday 8 November 2012, after which date he may convey or distribute the assets, having regard only to the claims of which he has notice.

NICHOLAS O'DONOHUE & CO.,
(Nodco Pty Ltd), lawyers,
Level 29, 140 William Street, Melbourne 3000.
Ref.: MAC:2093354

Re: LEONARDA DRENTIN, late of 2-58 Newmarket Street, Flemington, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 April 2012, are required by the executor, Dennis Drentin, to send particulars of their claim to him, care of the undermentioned solicitors, by 30 October 2012, after which date the executor may convey or distribute the assets, having regard only to the claims of which he may then have notice.

PATRICK CASH & ASSOCIATES, solicitors,
40 Droop Street, Footscray 3011.

Creditors, next-of-kin and others having claims in respect to the estate of BRONISLAWA OLEKSIJ, late of Melaleuca Lodge, 371 Manningham Road, Doncaster, in the State of Victoria, pensioner, deceased, who died on 15 August 2012, are required to send particulars of such claims to the executor, care of the undermentioned solicitors, by 30 October 2012, after which date the executor will convey or distribute the assets, having regard only to the claims of which the executor then has notice.

PIETRZAK SOLICITORS,
222 LaTrobe Street, Melbourne 3000.

KEVIN JOHN RAINSBURY, late of 115 Northumberland Road, North Sunshine, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 6 March 2011, are required by the trustee, Garry James Rainsbury, to send particulars of their claims to the trustee, in the care of the undermentioned legal practitioner, by 1 November 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

RALPH JAMES SMITH, solicitor,
6 The Centreway, Lara, Victoria 3212.

Re: NORMAN LEW TYSHING, late of 12/105 Park Road, Cheltenham, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 August 2011, are required by the executors, Paul Norman Tyshing of 14805 Kelley Farm Drive, Darnestown, Maryland MD, United States of America, business man and Joanne Margaret Tyshing of 211 Dunkalla Road, Central Tilba, New South Wales, medical receptionist, to send particulars to them, care of the undersigned, by 30 October 2012, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

Re: MARGARET AGNES WYLIE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 25 May 2012, are required by the trustee, Elspeth Jean Freeman, to send particulars of such claims to her by 1 November 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

Re: SERGIO CHITTARO, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 March 2012, are required by the trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria,

to send particulars to the trustee by 20 December 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED,
18 View Street, Bendigo 3550.

Re: KAREN ELIZABETH HOPPER,
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 April 2012, are required by the trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 6 January 2013, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED,
18 View Street, Bendigo 3550.

Re: BERTRAM GEORGE JOHNSON,
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 March 2012, are required by the trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 27 December 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED,
18 View Street, Bendigo 3550.

Re: EVELYN JOYCE JONES, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 March 2012, are required by the trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 15 February 2013, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED,
18 View Street, Bendigo 3550.

Re: JACK GRANT VICKERS, 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 trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 30 November 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED,
18 View Street, Bendigo 3550.

GEORGE JOHN HOLLAND, late of
89 Marriage Road, East Brighton, public
accountant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 April 2012, are required by the executor, Michael Anthony Cahir, of care of the undermentioned solicitors, to send particulars to him by 31 October 2012, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

TIVEY & HOLLAND, solicitors,
97 Barkly Street, Ararat 3377.

CLARENCE RAYMOND ABBOTT, late of
10 Newstead Street, Newborough, in the State of
Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 June 2012, are required by the personal representative, Steven Ron Abbott, of 46 Haigh Street, Moe, to send particulars to them, care of the undermentioned solicitors, by 29 October 2012, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

Re: GEOFFREY WILLIAM SMITH
CHEESEMAN, deceased.

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

trustees, Christopher Mark Cheeseman and Kim Syme Price, to send particulars to the trustees, care of the undermentioned lawyers, by 31 October 2012, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

WHITE CLELAND, lawyers,
2 Seventh Avenue, Rosebud 3939.

Re: The estate of CHARLES THOMAS PARRY, late of 93 Cochrane Street, Brighton, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 March 2012, are required by the executor, Raewynne Evelyn Parry, to send particulars to her, care of the undersigned solicitors, by 6 November 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

STAVROS CONSTANTINOU, late of 22 Standhill Drive, Cranbourne South, Victoria 3977, gentleman, deceased.

Creditors, next-of-kin and others having claims in respect of the Will/estate of the abovenamed deceased, who died on 15 March 2012, are required by the executor, Peter George Wollerman, care of 8 Gloucester Avenue, Berwick, Victoria 3806, to send particulars of their claims to him by 1 November 2012, after which date the executor may convey or distribute the assets and distribute the estate, having regard only to the claims of which he then has notice. Probate was granted in Victoria on 5 June 2012.

WOLLERMAN SHACKLOCK, lawyers,
8 Gloucester Avenue, Berwick 3806.

ADVERTISEMENT OF SALE BY
THE SHERIFF

On Thursday 4 October 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 Kerrie-Lyn Armstrong, also known as Kerry Lyn Armstrong, of 40 Patullos Road, Lara, sole proprietor of an estate in fee simple in the land described in Certificate of Title Volume 08952 Folio 072 upon which is erected a house known as 40 Patullos Road, Lara.

Registered Mortgage (Dealing No. AJ456810T) affects 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 Thursday 4 October 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 Keile Buchanek of 54 Gourley Street, Balaclava, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 09753 Folio 181, upon which is erected a unit known as Flat 4, 25 Mayfield Street, St Kilda East, Volume 09753 Folio 191 which is an accessory unit (car park) known as unit 14, 25 Mayfield Street, St Kilda East and Volume 09753 Folio 197 which is an accessory unit (car park) known as Unit 20, 25 Mayfield Street, St Kilda East.

Registered Mortgage (Dealing No. W703947E), Registered Caveat (Dealing No. AF806121F) and Owners Corporation Plan SP026405A 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 Thursday 4 October 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 AUCTION BY
THE SHERIFF

On Saturday 6 October 2012 at 11.00 am at the Seymour Office and Customer Service Centre for the Mitchell Shire Council, 28 High Street, Seymour, Victoria (unless process is stayed or satisfied), all the estate and interest (if any) of Ian Dudley Read of 15 Skermer Avenue, Seymour, Victoria, as sole proprietor of an estate in fee simple in the land described as Crown Allotment 28 Section A Parish of Puckapunyal, in Certificate of Title Volume 09105 Folio 918 and known as Popples Lane, Hildene. This land is vacant and consists of about 85.33 hectares. See RACV VicRoads Country Directory Edition 7 Map 61 B2 for directions.

Registered Caveat Dealing No. AH625007T affects the said estate and interest. Please note that this caveat will be removed on completion of the sale.

Terms: 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, a contract of sale, directions to the property and other enquiries.

SHERIFF

ADVERTISEMENT OF SALE BY
THE SHERIFF

On Thursday 4 October 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 Redgum Estate Pty Ltd, of 30 Silver Wattle Court, Mickleham, sole proprietor of an estate in fee simple in the land described as Crown Grants, Crown Allotments 50, 50A, 51, 52A, Section A Parish of Moora, in Certificates of Title Volume/Folio 03382/324, 03965/929, 05343/570 and 05186/110 which is known as 111 Coy Road, Rushworth. This land consists of approximately 104 acres with a house and sheds. Refer RACV VicRoads Country Directory Edition 7 Map 45 H3.

Registered Mortgage (Dealing No. AG622886) affects 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 Thursday 4 October 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 Steven Anthony Taza of Unit 9, 103–105 Mickleham Road, Tullamarine, sole proprietor of an estate

in fee simple in the land described on Certificate of Title Volume 09635 Folio 957 upon which is erected a unit known as Unit 9, 103–105 Mickleham Road, Tullamarine.

Registered Mortgage (Dealing No. AC572286V), Registered Caveat (Dealing No. AG148661D), Registered Caveat (Dealing No. AH217589S) and Owners Corporation Plan No. SP022643E affect the said estate and interest.

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

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

SHERIFF

PROCLAMATIONS

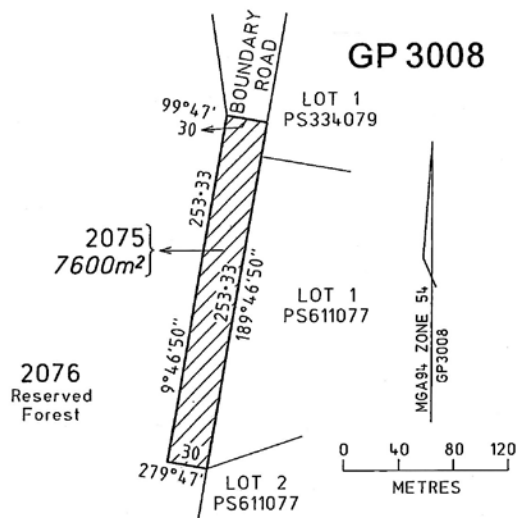
Land Act 1958

PROCLAMATION OF ROADS

I, Alex Chernov, Governor of Victoria with the advice of the Executive Council and under section 25(3)(c) of the **Land Act 1958** proclaim as roads the following lands :

MUNICIPAL DISTRICT OF THE CITY OF BALLARAT

BALLARAT – The land being Crown Allotment 2075, Parish of Ballarat shown by hatching on plan GP3008 hereunder. – (GP3008) – (05/93-1133)



This Proclamation is effective from the date on which it is published in the Government Gazette.

Given under my hand and the seal of Victoria on 28 August 2012

(L.S.)

ALEX CHERNOV

Governor

By His Excellency's Command

RYAN SMITH

Minister for Environment and
Climate Change

MUNICIPAL DISTRICT OF THE
NORTHERN GRAMPAINS SHIRE COUNCIL

ST. ARNAUD – The lands in the Parish of St. Arnaud shown as Crown Allotment 2019 [area 4353 square metres, more or less] as shown hatched on Plan No. LEGL./10-241 and Crown Allotment 2022 [area 6941 square metres, more or less] as shown hatched on Plan No. LEGL./10-242, both plans lodged in the Central Plan Office of the Department of Sustainability and Environment. – (06P129504)

MUNICIPAL DISTRICT OF THE LODDON SHIRE COUNCIL

TARNAGULLA – The land being Crown Allotment 2009 [area 1540 square metres, more or less] and Crown Allotment 2011 [area 4726 square metres, more or less], Parish of Tarnagulla as shown hatched on Plan No. LEGL./10-250 lodged in the Central Plan Office of the Department of Sustainability and Environment. – (0609968)

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**



Notice under

Domestic Animals Act 1994

Notice of Intention to Create a Dog Off-Leash
Park in Reg Marlow Reserve, Mentone

Notice is given that at its meeting on 25 June 2012, Council resolved to designate an off-leash dog park within the Reg Marlow Reserve, Mentone, under section 26 of the **Domestic Animals Act 1994**.

The fully fenced dog off-leash park in Reg Marlow Reserve will be situated in the reserve from the southern boundary bordered by the eastern fence line to the first eastern entry gate, bordering the footpath across to the western fence line located south of the covered seating area, then returning to the southern most boundary of the reserve.

JOHN NEVINS
Chief Executive Officer

Planning and Environment Act 1987

BULOKE PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C25

Authorisation A02319

The Buloke Shire Council has prepared Amendment C25 to the Buloke Planning Scheme.

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

The Amendment seeks to include the 230 individual places identified in the Buloke Shire Heritage Study in to the Schedule of the Heritage Overlay and introduce ten new Heritage Precincts located in the towns of Wycheproof, Birchip, Charlton and Donald.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following Buloke Shire Council locations: during office hours, McCulloch Street, Donald 3480; 367 Broadway, Wycheproof 3527; 22 Cumming Avenue, Birchip 3483; High Street, Charlton 3525; 65 Horace Street, Sea Lake 3533; 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 26 October 2012. A submission must be sent to the Buloke Shire Council, PO Box 1, Wycheproof 3527.

WARWICK HEINE
Chief Executive Officer

Planning and Environment Act 1987

GANNAWARRA PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C32

Authorisation A02316

The Gannawarra Shire Council has prepared Amendment C32 to the Gannawarra Planning Scheme.

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

The land affected by the Amendment is Lot 1 on PS 424294Q, which is located at 44 Murray Parade, Koondrook.

The Amendment proposes to rezone the land from Low Density Residential Zone to Residential 1 Zone.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Gannawarra Shire Council, Patchell Plaza, 47 Victoria Street, Kerang, and Council Offices, 23–25 King Edward Street, Cohuna; 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 1 October 2012. A submission must be sent to David Pietsch, Manager Planning, Gannawarra Shire Council, PO Box 287, Kerang, Victoria 3579.

ROSANNE KAVA
Chief Executive Officer
Gannawarra Shire Council

Planning and Environment Act 1987

GLEN EIRA PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C95

Authorisation A02336

The Glen Eira City Council has prepared Amendment C95 to the Glen Eira Planning Scheme.

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

The land affected by the Amendment is 348–354, 367, 368, 369, 370, 371, 372–376, 377, 378, 379, 380, 381, 383, 385, 388, 390, 392, 394, 396, 398, 398A, 402–414 Hawthorn Road, 1A, 1B and 1C Olive Street, Caulfield South.

The Amendment proposes to:

- rezone the land at 348–354, 367 and 369 Hawthorn Road from Business 3 Zone (B3Z) to Business 1 Zone (B1Z);
- rezone the land at 368, 370–385 Hawthorn Road, 1A, 1B and 1C Olive Street from Business 3 Zone (B3Z) to Business 5 Zone (B5Z);
- rezone the land at 388, 390, 392, 394, 396, 398, 398A and 402–414 Hawthorn Road from Residential 1 Zone (R1Z) to Business 5 Zone (B5Z); and
- apply an Environmental Audit Overlay (EAO) over land at 348–385 Hawthorn Road, 1A, 1B and 1C Olive Street.

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, Glen Eira City Council, Strategic Planning Department, corner Glen Eira Road and Hawthorn Road, Caulfield, Victoria 3162; 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 1 October 2012. A submission must be sent to the Strategic Planning Department, Glen Eira City Council, PO Box 42, Caulfield, Victoria 3162.

RON TORRES
Manager Planning and Transport

Planning and Environment Act 1987

GLEN EIRA PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C98

Authorisation No. A02335

The Glen Eira City Council has prepared Amendment C98 to the Glen Eira Planning Scheme.

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

The land affected by the Amendment is 1B–1C Tovan Akas Avenue, Bentleigh.

The Amendment proposes to:

- rezone the land from Industrial 3 Zone to a Residential 1 Zone;
- apply a Design and Development Overlay;
- apply a new Schedule to the Design and Development Overlay;
- apply an Environmental Audit Overlay;
- amend the Schedule to Clause 52.03 – Specific Sites and Exclusions to exclude the land from the requirements of the Schedule to the Residential 1 Zone;
- amend the Schedule to Clause 61.03 to include map 3DDO; and

- amend the Schedule to Clause 81.01 to insert a new Incorporated Document 'Consent Notice No. 5 – 1B–1C Tovan Akas Avenue, Bentleigh'.

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, Glen Eira City Council, corner Glen Eira and Hawthorn Roads, Caulfield South; on the Council website, www.gleneira.vic.gov.au; and at the Department of Planning and Community Development (DPCD) 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 1 October 2012. A submission must be sent to: Glen Eira City Council, corner Glen Eira and Hawthorn Roads, Caulfield South 3162.

The following Panel hearing dates have been approved by the DPCD for the Amendment:

- Directions Hearing – commencing week of 4 February 2013.
- Panel Hearing – commencing week of 4 March 2013.

RON TORRES
Manager Planning and Transport



Planning and Environment Act 1987
MACEDON RANGES PLANNING SCHEME

Notice of the Preparation of an
Amendment to a Planning Scheme and
Notice of an Application for Planning Permit
Given Under Section 96C of the
Planning and Environment Act 1987

Amendment C82

Authorisation AO 2334

Planning Permit Application PLN\2012\303

The Amendment affects land known as Lot 1 and Lot 2 on LP113444, Frith Road, Gisborne. Certificate of Title Volume 09072 Folio 026, LP113444, with street address 16–18 Frith Road, Gisborne.

The land affected by the application is known as Lot 1 and Lot 2 on LP113444, Frith Road, Gisborne. Certificate of Title Volume 09072 Folio 026, LP113444, with street address 16–18 Frith Road, Gisborne.

The Amendment proposes to:

1. rezone the southern portion of the land known as Lot 1 on LP113444 at Frith Road, Gisborne, and part of the road reserve of Frith Road, from Rural Conservation Zone, Schedule 4 (RCZ4) to the Residential 1 Zone (R1Z), an area of approximately 4,780 sqm;
2. delete Schedule 11 to the Restructure Overlay (RO11) from the part of Lot 1 of LP113444 that is proposed to be rezoned to Residential 1 Zone (R1Z);
3. introduce a new schedule and apply the new Schedule 21 to the Design and Development Overlay (DDO 21) to that part of Lot 1 LP113444 that is proposed to be rezoned to Residential 1 Zone (R1Z); and
4. retain the Rural Conservation Zone and Restructure Overlay Schedule 11 (RO11) on the balance of the land (Lot 6 in the proposed subdivision). This will allow for the conservation and enhancement of the Jacksons Creek Escarpment, located north and at the rear of the land proposed to be rezoned.

The application is for a permit to:

1. create five residential allotments along Frith Road on the proposed rezoned land, ranging in size from 809 sqm to 1,293 sqm; and
2. consolidate the remaining land into one lot with a building exclusion zone to protect the Jacksons Creek Escarpment from further development and subdivision.

The person who requested the Amendment is Brown Consulting Pty Ltd on behalf of the property owners.

The applicant for the permit is Brown Consulting Pty Ltd on behalf of the property owners.

You may inspect the Amendment, the explanatory report about the Amendment, the application and any documents that support the Amendment and the application, including the proposed permit, free of charge, during office hours at any of Macedon Ranges Shire Council's offices at 129 Mollison Street, Kyneton; 40

Robertson Street, Gisborne; Woodend, corner Forest and High Street, Woodend; or Romsey, 92 High Street, Romsey; or online at Macedon Ranges Shire Council's website, www.mrsc.vic.gov.au and Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is Friday 5 October 2012. Submissions can be sent to the Macedon Ranges Shire Council via email to strategicplanning@mrsc.vic.gov.au, or post to Strategic Planning Unit, Macedon Ranges Shire Council, PO Box 151, Kyneton, Victoria 3444.

PETER JOHNSTON
Chief Executive Officer
Macedon Ranges Shire Council

Planning and Environment Act 1987
SOUTH GIPPSLAND PLANNING SCHEME

Notice of Preparation of Amendment
Amendment C77

Authorisation A02294

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

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

The land affected by the Amendment is all land within and immediately adjoining the towns of Port Franklin, Toora, Welshpool and Port Welshpool, and the rural localities of Mt Best, Agnes and Hedley.

The Amendment proposes to implement the recommendations of the South Gippsland Eastern District Urban Design Frameworks (January 2012) by introducing Objectives, Strategies and Actions for Implementation plus four town Framework Plans into the Municipal Strategic Statement. Some changes are made to the application of zones and overlays, and the Eastern District Urban Design Frameworks (January 2012) is added as a planning scheme Reference Document.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, South Gippsland Shire Council, 9 Smith Street, Leongatha; at Council's website, www.southgippsland.vic.gov.au; 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 28 September 2012. A submission must be sent to the South Gippsland Shire Council, Attention: Planning Scheme Amendment C77, Private Bag 4, Leongatha, Victoria 3953.

CRAIG LYON
Strategic Planning Coordinator
South Gippsland Shire Council

Planning and Environment Act 1987
WELLINGTON PLANNING SCHEME

Notice of Preparation of Amendment
Amendment C55

Authorisation A01986

The Wellington Shire Council has prepared Amendment C55 to the Wellington Planning Scheme.

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

The Amendment affects all land in the Wellington Shire, particularly 72 parcels of agricultural land in the Dargo area, Crown parcels west of Dargo currently zoned in the Rural Conservation Zone and all land within a Special Water Supply Catchment Area.

The Amendment proposes to:

- implement and insert the Wellington Shire Rural Zones Review (2009) as a reference document by making changes to the Municipal Strategic Statement at Clauses 21.01, 21.04, 21.05, 21.06 and 21.09;

- delete Clauses 22.01 (Special Water Supply Catchment Areas Policy) and 22.02 (Small Rural Lots Policy);
- insert a new Rural Policy at Clause 22.02;
- renumber Clauses 22.03 to 22.08;
- rezone agricultural land in the Dargo area from Rural Conservation Zone to Farming Zone;
- rezone Crown Land parcels in the Dargo areas from Rural Conservation Zone to Public Conservation and Resource Zone; and
- apply the Environmental Significance Overlay (Schedule 8) to all land within the Special Water Supply Catchment Areas.

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, Wellington Shire Council, 70 Foster Street, Sale, Victoria 3850, or 156 Grant Street, Yarram, Victoria 3971; 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 12 October 2012. A submission must be sent to the Strategic Planning Department, Wellington Shire Council, PO Box 506, Sale, Victoria 3850.

ROBYN OLSEN
Strategic Planner

Planning and Environment Act 1987

WHITTLESEA PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C146

Authorisation A02263

The Whittlesea City Council has prepared Amendment C146 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 Lot 2 TP116042A (No. 460) McDonalds Road, South Morang.

The Amendment proposes to rezone land from the Business 3 Zone to the Residential 1 Zone and deletion of the Development Plan Overlay – Schedule 7 from the land proposed to be rezoned Residential 1.

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, 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 Friday 28 September 2012. A submission must be sent to Chief Executive Officer, Whittlesea City Council, Locked Bag 1, Bundoora MDC, Victoria 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 22 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.

AITKEN, Frederick John, late of Benlyne Park Private Nursing Home, 2 Killara Street, Sunshine West, Victoria 3020, unemployed, deceased, who died on 8 May 2012.

BUDDS, Enid Grace, late of Woodhaven Lodge, 391 Maroondah Highway, Croydon, Victoria 3136, retired, deceased, who died on 2 June 2012.

EDWARDS, Stanley James, late of 634 Hurstbridge Road, Wattle Glen, Victoria 3096, retired, deceased, who died on 19 May 2012.

EVANS, Lessie Florence, late of A. G. Eastwood Hostel – Kingston Centre, 376 Warrigal Road, Heatherton, Victoria 3202, pensioner, deceased, who died on 11 May 2012.

GISBOURNE, Cecil, late of Ashley Terrace Hostel, 17–21 Ashley Street, Reservoir, Victoria 3073, deceased, who died on 21 March 2012.

HARGREAVES, Doreen, late of Woodhaven Lodge, Maroondah Highway, Croydon North, Victoria 3136, retired, deceased, who died on 9 May 2012.

KIEFEL, Lynette Ronda, late of 10 Wilpena Place, Vermont South, Victoria 3133, deceased, who died on 14 January 2012.

LOUGHRON, Monica Elizabeth, late of Willowmeade Nursing Home, 70 Kilmore–Lancefield Road, Kilmore, Victoria 3764, retired, deceased, who died on 9 June 2012.

PEACH, Elizabeth, late of Room 75, Hansworth Aged Care Facility, 181 Hansworth Street, Mulgrave, Victoria 3170, pensioner, deceased, who died on 4 August 2012.

Dated 31 October 2012

STEWART MacLEOD
Manager

EXEMPTION

Application No. A122/2012

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Flat Out Inc. (the applicant). The application for exemption is to enable the applicant to advertise for and employ only women as Outreach Support and Advocacy Workers (the exempt conduct).

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

In granting this exemption the Tribunal noted:

- The applicant organisation is a community-based organisation which was established in 1988. It currently has seven employees. Its primary task is to support women who are exiting prison or who are at risk of being imprisoned. It provides services including access to appropriate and affordable housing. It links women with support, education

and information to re-establish them in the community post-release. It also works with women to prevent their re-incarceration.

- The role of Outreach Support and Advocacy Worker includes providing case management, support and advocacy for up to eight women. The Workers seek to support women in respect to a range of matters including financial, legal, health, drug and alcohol and mental health issues. The Workers can be called upon to attend court and represent the clients in other ways. The role requires a close working relationship between the client and Worker.
- The women's prison population comprises women who have experienced significant levels of violence and sexual assault. As a consequence, those women are reluctant to disclose their personal histories and that disclosure is necessary for relevant services and referrals to be provided. In these circumstances, it is preferable that the staff who work with and interact with these clients are also women.
- An exception in respect of similar conduct was granted by the Tribunal in 2009 with an expiry date of 1 July 2012 (A166/2009). No exception or current exemption already applies to the exempt conduct and in the absence of an exemption the exempt conduct would amount to prohibited discrimination.
- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the **Charter of Human Rights and Responsibilities Act 2006** (Charter). Arguably, this exemption limits the right to equality and in particular the right to equal and effective protection against discrimination of men who would wish to be employed as an Outreach Support and Advocacy Worker. I am satisfied that, in the circumstances discussed above, the limit imposed by this exemption is reasonable and justified under the Charter.

The Tribunal hereby grants an exemption from the operation of sections 16, 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 29 August 2017.

Dated 21 August 2012

A. DEA
Member

EXEMPTION

Application No. A128/2012

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Women's Health West Inc. (the applicant). The application for exemption is to enable the applicant to:

- Employ only women within the organisation;
- Employ only persons of a specified race or ethnic origin or whose first language is a specified language to work on specific projects targeted at groups of women of that race or ethnic origin or language;
- Restrict individual membership of the applicant to women only; and
- Advertise these matters

(together, the exempt conduct).

Upon reading the material filed in support of this application, including the affidavits of Robyn Gregory, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 16, 44, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption the Tribunal noted:

- The applicant is an organisation which aims to improve women's health and wellbeing by providing services, advocacy, research and information to women. It is a community based organisation and wishes to be able to provide a non-threatening, comfortable and accessible environment for women who use its services where their perspectives and confidentiality are respected. To this end, it is run for women, by women.
- The applicant works with women who have suffered from sexual abuse and family violence, and who are otherwise marginalised. It provides health services and information directed to problems suffered by women, and in a culturally sensitive way. Its aim is to empower women to take control of, and make choices about, their own health and wellbeing.
- The population of the applicant's catchment area is high in women from culturally

and linguistically diverse backgrounds, particularly newly arrived women and Muslim women. It is for this reason that the applicant wishes, from time to time, to match its staff with its client's ethnic, racial or language backgrounds.

- Members of the applicant have access to services including receipt of annual reports and newsletters and access to library and other resources. Members are entitled to vote at general and annual general meetings. Given that the applicant provides services by women to women, it is preferable that individual members who receive these services are also women.
- Previous exemptions in similar terms were granted in July 2000, July 2003, June 2006 and June 2009. The last exemption granted expired on 24 June 2012 (A109/2009). No exception or current exemption already applies to the exempt conduct and in the absence of an exemption the exempt conduct would amount to prohibited discrimination.
- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the **Charter of Human Rights and Responsibilities Act 2006** (Charter). Arguably, this exemption limits the right to equality and in particular the right to equal and effective protection against discrimination of men who would wish to be employed by the applicant or who would wish to receive services by virtue of being a member of the applicant. I am satisfied that, in the circumstances discussed above, the limit imposed by this exemption is reasonable and justified under the Charter.

The Tribunal hereby grants an exemption from the operation of sections 16, 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 29 August 2017.

Dated 21 August 2012

A. DEA
Member

Associations Incorporation Act 1981
SUB-SECTION 36E(5)

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

Victorian Taxi Operators Council Inc.; Melbourne Taxi Drivers Association Inc.; VIP Taxi Club Inc.; East Bentleigh Action Group Inc.

Dated 30 August 2012

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

Australian Grands Prix Act 1994
NOTICE UNDER SECTION 26

This Notice will take effect from the date of its publication in the Government Gazette.

Pursuant to section 26 of the **Australian Grands Prix Act 1994**, on the recommendation of the Australian Grand Prix Corporation, I hereby declare 'Australian Grand Prix' to be the name of the Formula One event to be held at Albert Park, Victoria, in 2013.

Dated 17 August 2012

THE HON LOUISE ASHER MP
Minister for Tourism and Major Events

Australian Grands Prix Act 1994
NOTICE UNDER SECTION 42A

This Notice will take effect from the date of its publication in the Government Gazette.

Pursuant to section 42A of the **Australian Grands Prix Act 1994**, on the recommendation of the Australian Grand Prix Corporation, I hereby declare 'AirAsia Australian Motorcycle Grand Prix' to be the name of the Australian Motorcycle Grand Prix event to be held at the Phillip Island Grand Prix circuit, Victoria, in 2012.

Dated 17 August 2012

THE HON LOUISE ASHER MP
Minister for Tourism and Major Events

Australian Grands Prix Act 1994
NOTICE UNDER SECTION 42A

This Notice will take effect from the date of its publication in the Government Gazette.

Pursuant to section 42A of the **Australian Grands Prix Act 1994**, on the recommendation of the Australian Grand Prix Corporation, I hereby declare 'motogp' to be the name of an event forming part of the Australian Motorcycle Grand Prix event to be held at the Phillip Island Grand Prix circuit, Victoria, in 2012.

Dated 17 August 2012

THE HON LOUISE ASHER MP
Minister for Tourism and Major Events

Australian Grands Prix Act 1994
GENERAL DESIGN FOR 'LOGO'

This Notice will take effect from the date of its publication in the Government Gazette.

In accordance with the definition of logo in section 3(1) of the **Australian Grands Prix Act 1994** and as the Minister administering that Act, I approve the following general design –



Dated 17 August 2012

THE HON LOUISE ASHER MP
Minister for Tourism and Major Events

Australian Grands Prix Act 1994
GENERAL DESIGN FOR 'LOGO'

This Notice will take effect from the date of its publication in the Government Gazette.

In accordance with the definition of logo in section 3(1) of the **Australian Grands Prix Act 1994** and as the Minister administering that Act, I approve the following general design –



Dated 17 August 2012

THE HON LOUISE ASHER MP
Minister for Tourism and Major Events

Co-operatives Act 1996HEATHMONT SECONDARY COLLEGE
CO-OPERATIVE LIMITED

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 this 30 August 2012

CLAIRE NOONE
Director, Consumer Affairs

Co-operatives Act 1996WARRAGUL REGIONAL COLLEGE
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 this 30 August 2012

DAVID BETTS
Deputy Registrar of Co-operatives
Consumer Affairs Victoria

Plant Biosecurity Act 2010

NOTICE OF EXTENSION

Order Prohibiting or Restricting the Importation or Entry of Daylily Rust Host Material into Victoria

I, Pat Sharkey, as delegate of the Minister of Agriculture, give notice that the Order made under section 24 of the **Plant Health and Plant Products Act 1995** on 30 August 2011, and published in Government Gazette G35 on 1 September 2011, prohibiting or restricting the importation or entry of daylily rust host material into Victoria, is extended for a further period of 12 months commencing on 30 August 2012.

The Order specifies prohibitions, restrictions and conditions so as to prevent the entry of the exotic disease daylily rust into Victoria.

A copy of the Order may be obtained by telephoning the Department of Primary Industries on (03) 9210 9390.

Dated 24 August 2012

PATRICK SHARKEY
Plant Biosecurity Manager

Plant Biosecurity Act 2010

NOTICE OF EXTENSION

Order Prohibiting or Restricting the Importation or Entry of Electric Ant Host Material into Victoria

I, Pat Sharkey, as delegate of the Minister of Agriculture, give notice that the Order made under section 24 of the **Plant Health and Plant Products Act 1995** on 30 August 2011, and published in Government Gazette G35 on 1 September 2011, prohibiting or restricting the importation or entry of electric ant host material into Victoria, is extended for a further period of 12 months commencing on 30 August 2012.

The Order specifies prohibitions, restrictions and conditions so as to prevent the entry of the exotic pest electric ant into Victoria.

A copy of the Order may be obtained by telephoning the Department of Primary Industries on (03) 9210 9390.

Dated 24 August 2012

PATRICK SHARKEY
Plant Biosecurity Manager

Plant Biosecurity Act 2010

NOTICE OF EXTENSION

Order Prohibiting or Restricting the Importation or Entry of Fire Ant Host Material into Victoria

I, Pat Sharkey, as delegate of the Minister of Agriculture, give notice that the Order made under section 24 of the **Plant Health and Plant Products Act 1995** on 5 September 2011, and published in Government Gazette G36 on 8 September 2011, prohibiting or restricting the importation or entry of fire ant host material into Victoria, is extended for a further period of 12 months commencing on 5 September 2012.

The Order specifies prohibitions, restrictions and conditions so as to prevent the entry of the exotic pest fire ant into Victoria.

A copy of the Order may be obtained by telephoning the Department of Primary Industries on (03) 9210 9390.

Dated 24 August 2012

PATRICK SHARKEY
Plant Biosecurity Manager

State Superannuation Act 1988

DECLARATION OF OFFICERS

I, Gordon Rich-Phillips MLC in my capacity as Assistant Treasurer for the State of Victoria, under paragraph (c) of the definition of ‘officer’ in section 3 of the **State Superannuation Act 1988**, by this instrument declare:

- Alstom Ltd (ABN 15 000 038 237) to be a body to which sub-paragraph (iii) of paragraph (c) applies; and
- that employees who were officers within the definition of ‘officer’ in section 3 of the **State Superannuation Act 1988** immediately before commencing employment with Alstom Ltd (ABN 15 000 038 237), are a class of person to whom the **State Superannuation Act 1988** applies for such period as they remain employed at Alstom Ltd.

Dated 16 August 2012

THE HON GORDON RICH-PHILLIPS MLC
Assistant Treasurer

Transport Superannuation Act 1988

DECLARATION OF EMPLOYER

I, Gordon Rich-Phillips MLC in my capacity as Assistant Treasurer for the State of Victoria, under paragraph (i) of the definition of ‘Transport Authority’ in section 3(1) of the **Transport Superannuation Act 1988** (the Act) by this instrument declare Alstom Ltd (ABN 15 000 038 237) to be an employer for the purposes of the Act in relation to existing members of the Transport Superannuation Fund.

Dated 16 August 2012

THE HON GORDON RICH-PHILLIPS MLC
Assistant Treasurer

Sustainable Forests (Timber) Act 2004

NOTICE OF DRAFT REPORT FOR PUBLIC CONSULTATION

Review of the Sustainable Forests (Timber) Act 2004

Notice is given that a draft report has been prepared in relation to the review of the **Sustainable Forests (Timber) Act 2004** (SFTA).

The SFTA provides the legislative framework for sustainable forest management and sustainable timber harvesting in Victorian State forests. The SFTA defines how VicForests can access specific areas of State forest to produce timber and to undertake associated forest management activities. It requires sustainable forest management and timber harvesting be based on principles of ecologically sustainable development.

Consistent with action 1.3 of the Government’s Timber Industry Action Plan, the Department of Primary Industries (DPI) is reviewing those elements of the SFTA which primarily relate to timber allocation and vesting, and timber harvesting operator licences.

The review focuses on the following elements of the SFTA:

- the purposes of the SFTA (part 1 of the Act)
- timber allocation processes (part 3 and section 36 and section 42 of the Act)
- timber vesting processes (part 5 of the Act)
- arrangements for timber harvesting operators (parts 4, 6 and 7)
- supporting mechanisms (parts 10–13).

Copies of the draft report may be obtained by visiting DPI’s website at www.dpi.vic.gov.au/sfta-review, or emailing sfta.review@dpi.vic.gov.au

Public submissions are invited on the draft report and the draft recommendations. Submissions must be in writing. To make a submission, please email sfta.review@dpi.vic.gov.au or send your written submission to:

Sustainable Forests (Timber) Act 2004 Review
Department of Primary Industries
GPO Box 4440
Melbourne, Vic. 3001

If you require assistance in making a submission, please call the DPI Customer Service Centre on 13 61 86.

Closing date for submissions is 5.00 pm, Monday 1 October 2012.

DPI will assume any material it receives in response to the draft report is suitable for publication, unless the party expressly states otherwise. The submission should clearly identify any statement, document or other material that is commercial in confidence. The material contained in submissions to the draft report will be considered as input into the final report.

Water Act 1989

NORTH EAST REGION WATER CORPORATION

Proposed Extension of the

Yarrawonga Waterworks District and Yarrawonga Sewerage District

Notice is hereby given that the North East Region Water Corporation, pursuant to section 122 of the **Water Act 1989**, proposes to seek to extend Yarrawonga Waterworks District and Yarrawonga Sewerage District. This is in line with the additional connections to the sewer, growth which has occurred and the proposed Bundalong Dual Water Supply Scheme.

Full details of the district extension proposals and a copy of the plans showing the extent of the districts are available for inspection free of charge at the Corporation's office, Level 1, Hovell Street, Wodonga, during office hours.

Members of the public are invited to make submissions on the proposal. Any person making a submission or objection to the proposal should set grounds for any objection raised in the submission.

Submissions must be received by the Corporation on or before the 27 September, 2012, which is one month after the publication of this notice in the Government Gazette.

CRAIG HEINER
Managing Director
North East Region Water Corporation

NOTARIES' FEES

The following scale of fees is recommended by the Council of The Society of Notaries of Victoria Inc. to operate on and after 11 July 2012.

Recommended fees do not include GST.

1. Oaths, declarations and attestations

- | | | |
|-----|--|--------|
| 1.1 | Administering an oath or affirmation, taking a declaration or attesting a signature (including, where applicable, completing a jurat or pre-printed acknowledgement or the like) without preparing and completing a notarial certificate | 70.00 |
| 1.2 | Administering an oath or affirmation, taking a declaration or attesting a signature and preparing and completing a notarial certificate | 120.00 |
| 1.3 | For each additional deponent, declarant or signatory at the same time | 50.00 |
| 1.4 | Preparing and completing an exhibit note or annexure certificate | 50.00 |
| 1.5 | Completing an exhibit note or annexure certificate prepared by others | 35.00 |

2. Certifying copy documents

- | | | |
|-----|---|--------|
| 2.1 | (a) Prepare and complete a notarial certificate certifying one individual copy document (of up to five pages) | 110.00 |
| | (b) For each further page of the individual document (beyond five pages) | 5.00 |

2.2	Where appropriate and acceptable in the receiving jurisdiction:	
(a)	certifying two to five individual copy documents (of up to five pages each) under one notarial certificate	150.00
(b)	for each additional copy document of up to five pages under the same certificate	35.00
(c)	for each further page beyond five pages of an individual document certified	5.00
3.	Other Notarial certificates	
3.1	Preparing and completing a certificate of good standing of an Australian corporation	350.00
3.2	Preparing and completing a certificate of Australian law:	
(a)	up to three folios;	240.00
(b)	for each folio beyond three	60.00
3.3	Preparing and completing a certificate in relation to any matter not otherwise specified in this scale:	
(a)	up to three folios;	120.00
(b)	for each folio beyond three	50.00
4.	Duplicates	
4.1	For each of the first ten duplicate certificates provided	Half of the original fee
4.2	For each duplicate certificate provided after the tenth	One-quarter of the original fee
5.	Bills of Exchange	
5.1	Notarial presentation of the bill of exchange	110.00 per quarter hour or part
5.2	Noting a bill of exchange and entering in register	150.00
5.3	Protesting a bill, including preparing one copy of the protest	240.00
6.	Ship's Protests	
6.1	Noting a protest prepared by a Ship's Master and entering in the register and providing one copy	240.00
6.2	Each further copy	110.00
6.3	Preparation of Extended Protest Note: Fees may also be charged in accordance with Item 1 above	As per Supreme Court Scale
7.	Authentic form documents	
7.1	Completing a notarial act in authentic form prepared by others, including one copy for the client and one copy for retention in the notary's protocol	150.00
7.2	Preparing a notarial act in authentic form including one copy for the client and one copy for retention in the notary's protocol	60.00 per folio

8. Miscellaneous fees and charges

8.1 In relation to any matter not otherwise specified in the scale, a notary may charge fees in accordance with the First Schedule of the current Victorian Practitioner Remuneration Order in relation to matters such as:

- preparing documents other than notarial acts, including affidavits and declarations
- providing photocopies
- correspondence and perusals
- attendances by telephone or otherwise
- searching title or other searches
- clerical work by staff members.

8.2 Notaries may recover all out-of-pocket expenses reasonably and properly incurred and paid.

Interpretation of Legislation Act 1984**GAMBLING REGULATION AMENDMENT REGULATIONS 2012**

Notice of Incorporation of Documents and Address for Inspection of Documents

As required by section 32 of the **Interpretation of Legislation Act 1984**, I give notice that the Gambling Regulation Amendment Regulations 2012 apply, adopt or incorporate the following documents:

Table of Applied, Adopted or Incorporated Matter

Statutory Rule Provision	Title of Applied, Adopted or Incorporated Document	Matter in Applied, Adopted or Incorporated Document
Regulations 5(1), 16(1), 17(1), 18(1), 37(a) and 43(6) of the Gambling Regulation Regulations 2005 as amended or substituted by these Regulations.	Player Information Standards for printed information for players of gaming machines as published by the Minister on the Victorian Commission for Gambling and Liquor Regulation's website from time to time.	The whole of the Player Information Standards.

A copy of the material applied, adopted or incorporated by the Regulations was lodged with the Clerk of Parliaments on 27 July 2012.

A copy of the aforementioned documents applied, adopted or incorporated by the Gambling Regulation Amendment Regulations 2012 shall be kept available for inspection during normal office hours by members of the public without charge at the Office of the Victorian Commission for Gambling and Liquor Regulation, 35-49 Elizabeth Street, Richmond 3121. A copy of the aforementioned documents is also available on the website for the Victorian Commission for Gambling and Liquor Regulations at www.vcglr.vic.gov.au

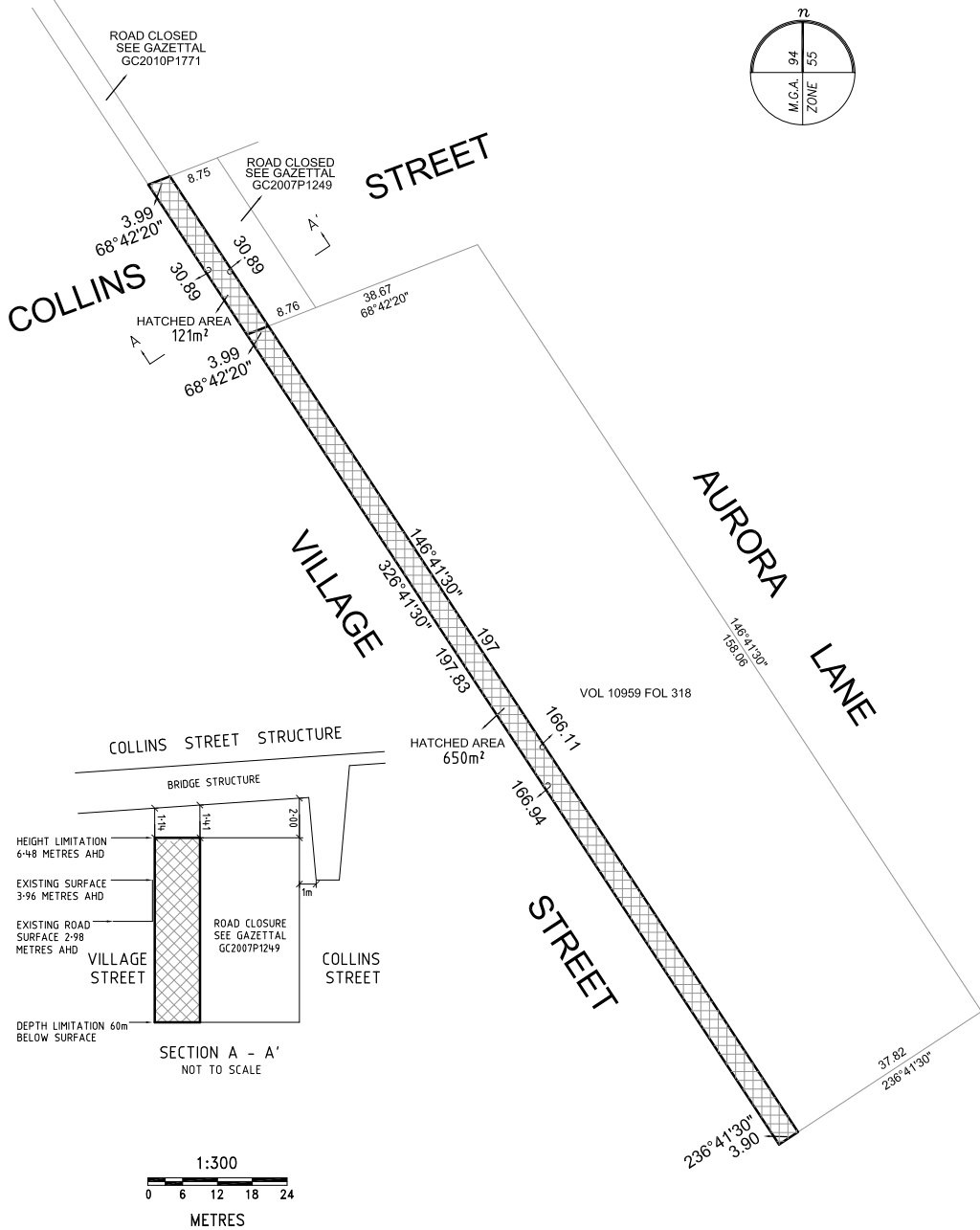
Dated 20 August 2012

HON. MICHAEL O'BRIEN MP
Minister for Gaming

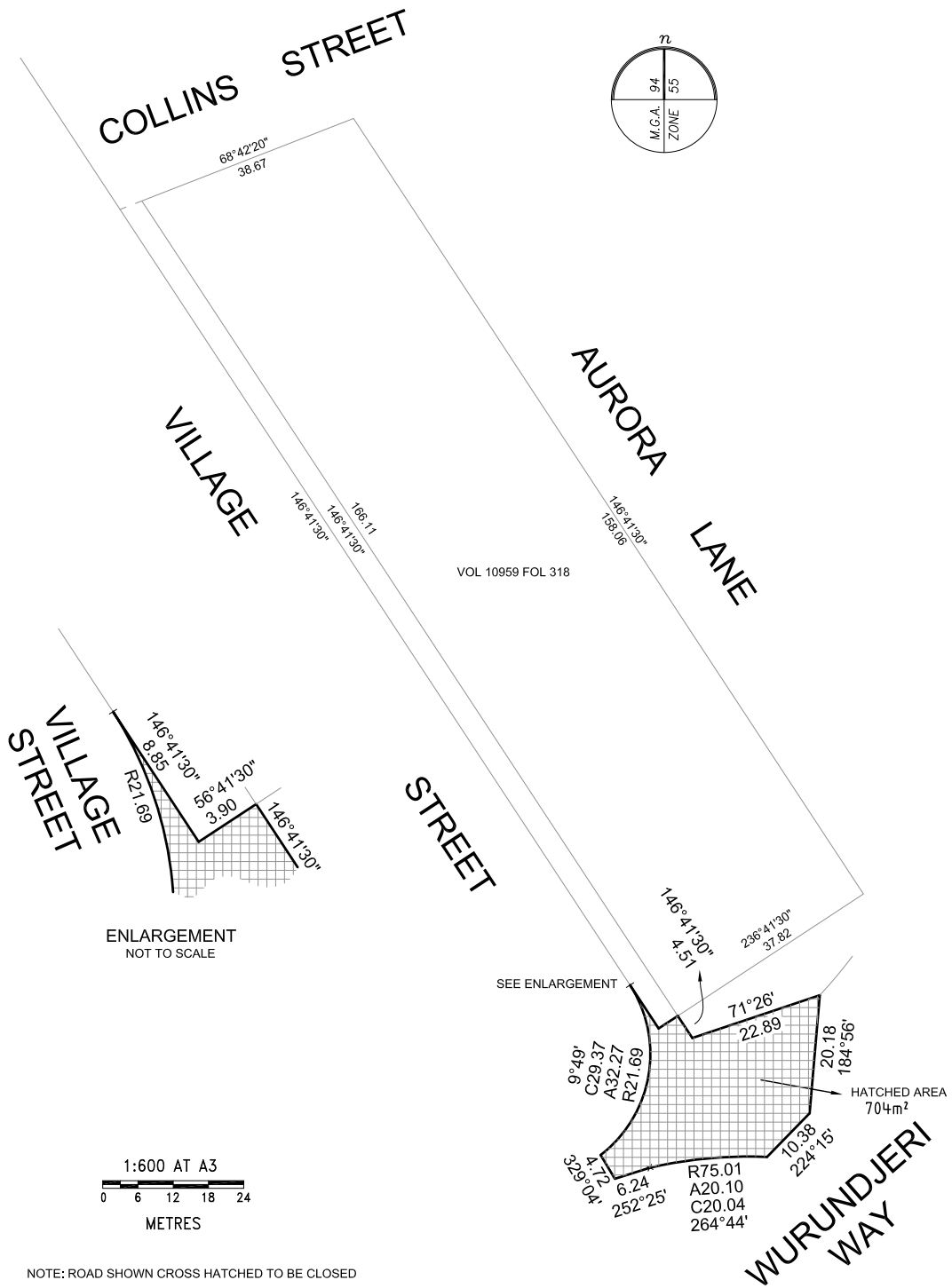
Docklands Act 1991
URBAN RENEWAL AUTHORITY VICTORIA

Road Closures

Urban Renewal Authority Victoria, acting under section 28(1) of the **Docklands Act 1991**, having obtained the approval of the City of Melbourne as required under section 28(2), has resolved to close those parts of Village Street, Docklands, that are shown cross-hatched on the attached plans below.



NOTE: ROAD SHOWN CROSS HATCHED IS TO BE CLOSED



Electricity Industry Act 2000

ALINTA ENERGY RETAIL SALES PTY LTD ABN 22 149 658 300

These Standing Offer terms and conditions are published in accordance with section 35 of the *Electricity Act* and will come into force on 30 September 2012. When in force these terms and conditions will by law be binding on us and any customer to whom they are expressed to apply under the *Electricity Act* without the need for us or that customer to sign a document containing these terms and conditions.

STANDING OFFER TERMS AND CONDITIONS (ELECTRICITY)**1. THE PARTIES**

This contract is between:

Alinta Energy Retail Sales Pty Ltd, ABN 22 149 658 300, trading as Alinta Energy of Level 11, 20 Bridge Street, Sydney, NSW 2000 (in this *contract* referred to as *we, our* or *us*); and

You, the *customer* to whom this *contract* is expressed to apply (in this *contract* referred to as *you* or *your*).

2. DEFINITIONS

Words appearing in bold type like *this* are defined in Schedule 1 to this *contract*.

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?**3.1 These are our terms and conditions**

This document sets out our current *standing offer* terms and conditions for the purposes of the *Electricity Act*.

3.2 Standing offer and deemed customer contracts

These terms and conditions apply to you (and as a consequence as you have an *energy contract* or a *deemed contract* with us) under the *Electricity Act* if you are a *domestic or small business customer* in relation to your *supply address* and:

- (a) in respect of a *standing offer* you accept an offer from us for the supply of electricity at your *supply address* on or after 30 September 2012; or
- (b) you are a *deemed customer*.

4. WHAT IS THE TERM OF THIS CONTRACT?**4.1 When does this contract start?**

- (a) Your *contract* with us for your *supply address* will start:
 - (i) in respect of a *standing offer*, when you accept an offer from us for the sale of electricity at your *supply address*; and
 - (ii) for *deemed contracts*, when you first start using electricity at that *supply address*.
- (b) Despite paragraph 4.1(a) our obligation to sell you electricity at your *supply address* will not commence until we are *responsible* for your *supply address*.

4.2 Cooling off Period standing offers?

If you accept our standing offer to purchase electricity then you have 10 *business days* from the date of acceptance to notify us that you do not wish to continue with this *energy contract*. You may also have rights to cancel this *energy contract* under the *Australian Consumer Law*.

4.3 When does this contract end?

Subject to clause 4.2 and 4.4, your *contract* will end:

- (a) when you enter into a new contract with us for your *supply address* and that contract commences;

- (b) when another *customer* enters into a new contract with us or another *retailer* for that *supply address*;
- (c) if you have vacated or intend to vacate your *supply address*, on the day you cease to be responsible to pay for electricity supplied to that *supply address* under clause 14;
- (d) on the day after you cease to have the right under the *Energy Retail Code* to have your *supply address* reconnected following disconnection in accordance with clause 12;
- (e) if you are a *deemed customer*, at the end of the period covered by the second bill issued by us to you or you terminate this *contract* (in which case no notice is required);
- (f) if you are a *deemed customer*, another retailer becomes responsible for your *supply address*;
- (g) if you are a *standing offer customer*, by you giving us at least 28 days' notice; or
- (h) if we are no longer entitled to sell energy due to a *last resort event*.

4.4 Rights on the contract ending

The ending of this *contract* does not affect any rights or obligations which have accrued under this *contract* prior to that time.

5. SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

We agree to sell to you electricity and related services, arrange for the delivery of electricity to your *supply address* (by your *distributor*) and perform our other obligations set out in this *contract*.

In return, you are required to pay the amount billed by us under clause 7 of this *contract*, and perform your other obligations under this *contract*.

5.2 Connection

If you require connection at your *supply address*, we can arrange the connection with the *distributor* at your request and at your cost upon receipt of your application together with any information required under the *Energy Retail Code*. If we have an obligation to arrange a connection on your behalf we will do this in accordance with the *Energy Retail Code*.

6. PRICE FOR ELECTRICITY AND OTHER SERVICES

6.1 What are our tariffs and charges?

Our current *tariffs* and charges for the electricity and other services are published in the Victoria Government Gazette and will also be described in our *price list* which can be obtained from www.alintaenergy.com.au. If you ask us we will also provide you will a copy of our current *price list*.

6.2 Which tariff applies to you?

Our *price list* explains each category or type of *tariff* and the conditions that need to be satisfied for each *tariff* and charge to apply.

Our *price list* also sets out other fees and charges which might apply to you and to your *supply address*.

In some cases, you will be able to select a *tariff* to apply to you. If you do not choose a *tariff*, we will assign one to you.

6.3 Variations to the tariffs and charges

We can vary our *tariffs* (including categories, types or rates) no more than once every six months in accordance with the requirements of the *Electricity Act* or other *applicable regulatory instruments* and any variation will be published on our website and in the Victoria Government Gazette and in accordance with the *Energy Retail Code*.

We will notify you of any changes to your applicable *tariff* as soon as possible and, in any event, with your next bill.

If the conditions applying to our *tariffs* and charges change so that your previous *tariff* and charges no longer apply to you at your *supply address*, we can decide which *tariffs* and charges will apply.

We can also vary the fees and charges listed in our *price list* (other than *tariffs*) at any time.

Any such variation will take effect from the date being one month after the variation is published on our website at www.alintaenergy.com.au

6.4 Switching tariffs

You must tell us if your circumstances relating to your eligibility for a *tariff* or charge change. If your eligibility for a *tariff* changes or the distribution tariffs your *distributor* applies to your *supply address* charge, we may assign a different *tariff* or category of *tariff* to you.

If you think you satisfy all of the conditions applying to another *tariff* or charge, you can ask us to review your current circumstances to see whether that *tariff* or charge can apply to you.

6.5 Changes to the tariff rates and charges during a billing cycle

If a *tariff* rate or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated on a pro-rata basis using:

- (a) the old *tariff* or charge up to and including the date of change; and
- (b) the new *tariff* or charge from that date to the end of the *billing cycle*.

6.6 Changes to the tariff type/category during a billing cycle

If the type or category of *tariff* or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated using:

- (a) the old *tariff* or charge up to and including the date of change; and
- (b) the new *tariff* or charge from that date to the end of the *billing cycle*.

6.7 Additional amounts

(a) Subject to *applicable regulatory instruments*, we may also charge you additional amounts if:

- (i) we arrange for a *meter* reader to return to your *supply address* to read the *meter* in the circumstances set out in clause 7.4(b);
- (ii) we agree a shorter *billing cycle* less than three months at your request;
- (iii) you are a *business customer* and we enter into an instalment plan with you at your request;
- (iv) we provide a copy of the *Energy Retail Code* to you at your request;
- (v) we provide historical billing and *metering data* to you at your request and the request is not the first request by you within the preceding year or the data requested relates to a period prior to the preceding two years;
- (vi) you have transferred to another *retailer* and we provide historical billing and *metering data* to you at your request; and
- (vii) you are a *domestic customer* and, due to your breach, any payment of a bill is dishonoured or reversed and we incur a fee.

(b) Any additional amounts charged will be fair and reasonable having regard to the related costs incurred by us.

6.8 GST

Certain amounts in this *contract* are (or will be) stated to be inclusive of GST. These are:

- (a) the amounts specified in our *price list* from time to time; and
- (b) the amount specified in clause 7.

Apart from these amounts, there may be other amounts paid by you or by us under this **contract** that are payments for taxable supplies as defined for GST purposes. To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

Any adjustments for GST under this clause will be made in accordance with the requirements of the **Competition and Consumer Act 2010** (Cth).

7. BILLING

7.1 When bills are sent

We will send a bill to you as soon as possible after the end of each **billing cycle**. This will be at least once every three months in accordance with the **Energy Retail Code**.

If we fail to issue a bill following the end of a **billing cycle**, we will offer you the option of paying for any electricity used during the relevant **billing cycle** under an instalment plan. The maximum period of that instalment plan will be the greater of the period during which we did not bill you or twelve months.

7.2 Calculating the bill

We will calculate at the end of each **billing cycle**:

- (a) the bill for electricity supplied during that **billing cycle** (using information obtained from reading your **meter** or using an approved estimating system);
- (b) the amount for any other services supplied under this **contract** during the **billing cycle**;
- (c) any services we use to deliver the energy to your **supply address** during that **billing cycle**; and
- (d) any additional retail charges we may charge you under **applicable regulatory instruments** during that **billing cycle**.

7.3 Metered charges

We will usually charge you for your metered consumption of electricity, using the applicable **tariffs** determined or varied in accordance with clause 6. Your type of **meter** will affect this in that some **meters** only record the volume of electricity used while new interval **meters** also indicate when electricity is used and, subject to **applicable regulatory instruments**, it will be charged for accordingly.

7.4 Estimating the electricity usage

- (a) If we are not able to reasonably or reliably base a bill on a reading of your **meter** for any reason (for example, if access to the **meter** cannot be gained, or the **meter** breaks down or is faulty), we may provide you with an estimated bill in accordance with **applicable regulatory instruments**.
- (b) If the **meter** is unable to be read due to your actions, subject to **applicable regulatory instruments**, we can bill you any charges we incur in arranging for a **meter** reader returning to your **supply address** to read the **meter**.
- (c) If we provide you with an estimated bill we will adjust your bill in accordance with the **Energy Retail Code**. We will endeavour to read your **meter** at least once in any 12 months.
- (d) We may also provide you with an estimated bill under a bill smoothing arrangement in accordance with the **Energy Retail Code**.
- (e) If there is no electricity **meter** for your **supply address** we will base your bill on data in accordance with the **Energy Retail Code**.

7.5 How bills are issued

We must send a bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

7.6 Proportionate billing

If we issue a bill which covers a period other than your usual **billing cycle** or a period during which your **tariff** changes, we will charge in proportion to the relevant periods and show the details on your bill.

7.7 Contents of a bill

The bill will be in a form and contain such information as is required by the **Energy Retail Code**. This will include:

- your name and account number, **supply address** and mailing address;
- the period covered by the bill;
- the relevant **tariff** which applies to you;
- the total amount of electricity consumed during the period covered by the bill;
- whether the bill is based on a **meter** reading or is an estimated bill or is based on substituted data;
- the due date for payment;
- the telephone number for billing and payments enquiries;
- a summary of payment methods.

7.8 Bill information request

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

7.9 Shortened collection cycle

We may place you on a shortened collection cycle if we have given you reminder notices for three consecutive bills or disconnection notices for two consecutive bills and also complied with our obligations under the **Energy Retail Code**. We will notify you that we have placed you on a shortened collection cycle within 10 **business days** of doing so.

8. PAYING YOUR BILL

8.1 What you have to pay

You must pay to us the amount shown on each bill by the date shown on the bill as the date for payment. That date will be not less than 12 business days from the date of dispatch of the bill.

8.2 How the bill is paid

You can pay the bill using any of the payment methods listed on the bill including in person at the agencies or outlets specified in the bill, by mail or by direct debit arrangement (where you have given your consent to a direct debit arrangement in accordance with clause 7.2(b) of the **Energy Retail Code**). We will also accept payment in advance from you. If a payment you make is dishonoured (e.g. where a cheque or credit card payment is not honoured), and we incur a fee as a result, you must reimburse us the amount of that fee.

8.3 Late payments

Subject to **applicable regulatory instruments**, if you do not pay your bill on time, we may require you to pay our fair and reasonable costs of recovering that amount from you. If you are a **business customer**, you may also be required to pay interest on the outstanding amount as set out in the **price list**.

This clause does not affect our right to arrange for your **supply address** to be disconnected under clause 12 of this **contract**.

8.4 Difficulties in paying

If you have difficulties paying your bill, you must contact us as soon as possible. We will provide you with information about various payment options (including instalment plans) and, where applicable, payment assistance, in accordance with the **Energy Retail Code**.

We are also required by the *Energy Retail Code* to do this where we believe you may be experiencing repeated difficulties in paying your bill or require payment assistance or information.

If you are a *domestic customer* we must:

- (a) assess in a timely way whatever information you provide or we may 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;
- (b) at your request, make available documentary evidence of that assessment to you;
- (c) unless you have in the previous 12 months failed to comply with two instalment plans and do not provide us with reasonable assurance that you are willing to meet your payment obligations under a further instalment plan, offer you an instalment plan; and
- (d) provide you with details on concessions including the Utility Relief Grant, telephone information about energy efficiency and advice on the availability of an independent financial counsellor.

We will not commence legal proceedings for recovery of debt from you if you are a *domestic customer* unless we have complied with these obligations. We will also not commence legal proceedings while you continue to make payments according to an agreed payment arrangement. We will comply with any guidelines on debt collection issued by the Australian Competition and Consumer Commission concerning section 168 of the *Australian Consumer Law*.

If you are a *business customer* we will consider any reasonable request from you for an instalment plan. We may impose an additional retail charge if we enter into an instalment plan with you.

If you are a *domestic customer* we will consider conducting a field audit to assist you to address the difficulties you may have paying our bills. We will only conduct such an audit if we agree with you to do so.

8.5 Payment for other services or additional amounts

If you are a *domestic customer* and beyond the supply or sale of electricity, we also supply other goods or services to you, we may bill you separately for those other goods or services or include them in the bill for the supply or sale of electricity. If we issue a bundled bill we will show the charge for the other goods or services as a separate item and apply payments received from you as you direct or if you give no direction apply the payment first to the supply or sale of electricity before applying any part to the other goods or services.

8.6 Reviewing your bill

We will review your bill at your request. The review will be undertaken in accordance with the requirements of the *Energy Retail Code*.

If your bill is being reviewed, you are still required to pay the greater of:

- (a) the portion of the bill which you do not dispute; or
- (b) an amount equal to the average of your bills in the last 12 months.

You must also pay any future bills.

If the bill under review is correct, you must pay the unpaid amount or request us to arrange a *meter* test in accordance with *applicable regulatory instruments*. If your *meter* is found to comply with *applicable regulatory instruments*, you must pay the cost of the test and pay the unpaid amount. If the bill under review is incorrect we will adjust the bill in accordance with clause 10.1 or clause 10.2.

9. METERS

You must allow safe and convenient access to your *supply address* and *meter* for the purposes of reading, inspecting the relevant *meters* and for connection, disconnection and reconnection.

10. OVERCHARGING AND UNDERCHARGING

10.1 Undercharging

We may recover from you any amount you have been undercharged in accordance with the *Energy Retail Code*.

Where you have been undercharged as a result of a failure of our billing system, we can only recover the amount undercharged in the 9 months prior to the date of which we notify you the undercharging has occurred. In other circumstances we can only recover the amount undercharged in the 12 months prior to notifying you of the undercharge. The amount we can recover is not limited to the extent the undercharging resulted from an unlawful act by you or from your failure to comply with clause 9. We must offer you the opportunity to pay this amount in instalments over the same period of time during which you were undercharged.

10.2 Overcharging

Where you have been overcharged, we must tell you and follow the procedures set out in the *Energy Retail Code* for repaying the money. Where the amount overcharged is \$50 or less, and you have already paid that amount, the amount will be credited to your next bill, or, if you have subsequently ended this *contract*, we will pay you that amount within 10 *business days*.

Where the amount overcharged is more than \$50, and you have already paid that amount, we must tell you within 10 *business days* of becoming aware of the undercharging and repay any amount overcharged by crediting your bill or as otherwise reasonably directed by you.

11. REFUNDABLE ADVANCES

11.1 Requirement to provide refundable advance

- (a) If you are a *domestic customer* we may require you to provide a *refundable advance* in accordance with the *Energy Retail Code* and other *applicable regulatory instruments* if:
- (i) you have left a previous supply address or have transferred to us and still owe us or a former retailer more than \$120;
 - (ii) within the previous two years you have used electricity otherwise than in accordance with applicable laws and codes and *applicable regulatory instruments*;
 - (iii) you are a new *customer* and have refused to provide acceptable identification in accordance with the *Energy Retail Code*; or
 - (iv) we determine that you have an unsatisfactory credit rating, having regard only to any *applicable regulatory instruments* and subject to clause 8.1(b) of the *Energy Retail Code*.

11.2 Use of a Refundable Advance

We will only use and will repay your *refundable advance* in accordance with the *Energy Retail Code*.

11.3 Business customers

If you are a *business customer*, we may require you to pay a *refundable advance* in accordance with the *Energy Retail Code*.

12. DISCONNECTION OF SUPPLY

12.1 When can we arrange for disconnection?

Subject to us satisfying the requirements and following the procedures in the *Energy Retail Code*, we can arrange for the disconnection of your *supply address*:

- (a) at your request;
- (b) if you do not pay your bill by the last day for payment;

- (c) if due to your act or omission, your *meter* is not accessible for the purpose of a reading for three consecutive bills in your *billing cycle*;
 - (d) if you refuse to provide acceptable identification or a *refundable advance*;
 - (e) we are otherwise entitled or required to do so under the *Energy Retail Code* or by law.
- You should be aware that there are other circumstances in which your *distributor* can arrange for disconnection, such as in cases of emergency or for safety reasons or for maintenance or where you are breaching clause 16.1. These are detailed in your *distribution contract*.

12.2 Comply with the *Energy Retail Code*

We must comply with the provisions of the *Energy Retail Code* (such as giving you the required notices and warnings) before arranging for the disconnection of your *supply address*.

12.3 No Disconnection

We will not disconnect you:

- (a) unless we have given you the warnings and notices required by the *Energy Retail Code*;
- (b) unless we have complied with the requirements of the *Energy Retail Code*;
- (c) unless permitted to do so by the *Energy Retail Code*;
- (d) if your *supply address* is registered by the relevant *distributor* as a life support machine supply address;
- (e) for non-payment of a bill where:
 - (i) the amount payable is less than \$120;
 - (ii) you are a *domestic customer* who has applied for a Utility Relief Grant and a decision on the application has not been made;
 - (iii) you have made a complaint directly to the Energy and Water Ombudsman Victoria or another external dispute resolution body and the complaint remains unresolved;
 - (iv) the only charge you have not paid is not a charge for the supply or sale of energy; or
- (f) unless other otherwise requested by you:
 - (i) on a weekday: after 2 pm (for a *domestic customer*) or 3 pm for a *business customer*; or
 - (ii) on a Friday, on a weekend or a public holiday or on the day before a public holiday.

13. RECONNECTION AFTER DISCONNECTION

If:

- (a) we have disconnected you;
- (b) you rectify the reason for the disconnection within 10 *business days* of the disconnection in accordance with the *Energy Retail Code*; and
- (c) you request us to reconnect you then,

subject to applicable laws and codes and you paying any reconnection charge we will reconnect you within the time specified by the *Energy Retail Code*.

14. VACATING A SUPPLY ADDRESS

- (a) You must give us at least 3 *business days*' notice of your intention to vacate your *supply address*, together with a forwarding address for your final bill.

- (b) Subject to clause 14(c), you must pay us for electricity supplied to your **supply address** until the later of:
 - (i) 3 **business days** after the date on which you gave us notice of the date on which you vacated or intend to vacate the **supply address**; or
 - (ii) the date on which you vacate the **supply address**.
- (c) You may cease to be liable to pay for electricity consumed at the **supply address** from the date specified in the following paragraphs if:
 - (i) you demonstrate to us that you were evicted or otherwise forced to vacate the **supply address**, the date on which you give us the notice under clause 14(a);
 - (ii) if we and another **customer** enter into an **energy contract** or a **deemed contract**, the date on which the obligation to pay for electricity under that new contract is effective;
 - (iii) another retailer becomes **responsible** for the **supply address**, the date on which the other **retailer** becomes **responsible**; or
 - (iv) the **supply address** is disconnected, the date on which the **supply address** is disconnected.
- (d) If we have entered into an **energy contract** for another **supply address** we may include in a bill for the other **supply address** the amount payable for electricity consumed at the vacated **supply address** in accordance with the **Energy Retail Code**.

15. LIABILITY

15.1 Quality of electricity supplied to your **supply address**

You acknowledge that the quality, frequency, reliability or continuity of supply of electricity supplied to your **supply address** is subject to a variety of factors outside our control. You should also be aware that electricity suffers fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of the **supply address**;
- (b) whether your **supply address** is served by underground or overhead mains;
- (c) the weather conditions;
- (d) animals, vegetation, the actions of vandals and other people;
- (e) the existence of emergency or dangerous conditions;
- (f) damage to an electricity network;
- (g) the design and technical limitations of the electricity network;
- (h) the demand for electricity at any point in time; and
- (i) the acts or omissions of your **distributor**.

You acknowledge that the nature of electricity supply is such that, except as required by law, we cannot guarantee to you the quality, frequency, reliability or continuity of supply of electricity delivered to your **supply address**.

15.2 How this clause operates with the Australian Consumer Law

Our liability under this **contract** is limited to the maximum extent permitted by section 64A of the **Australian Consumer Law**. To the extent that it is fair and reasonable to do so, our liability for breach of this **contract** or any condition, warranty or representation or right which might be implied into or form part of this **contract** is limited to:

- (a) providing equivalent goods or services provided under this **contract**; or
- (b) paying you the cost of replacing the goods or services provided under this **contract** to your **supply address**, or acquiring equivalent goods or services.

15.3 Exclusion of implied warranties

To the maximum extent permitted by law, all warranties implied by common law or statute are excluded from this *contract* unless expressly included.

15.4 Acknowledgment by business customers

If you are a *business customer* you:

- (a) acknowledge and understand that unexpected fluctuations or interruptions may cause damage to your equipment or cause it to malfunction; and
- (b) you also acknowledge that we recommend that you give careful consideration to taking out insurance or installing devices to protect your equipment and property when these fluctuations or interruptions do occur.

15.5 National Electricity Law

This clause 15 applies in addition to, and does not vary or exclude, the operation of section 120 of the *National Electricity Law*.

15.6 Survival of this clause

This clause 15 survives the termination of this *energy contract*.

16. USE OF ELECTRICITY AND ILLEGAL USE**16.1 Use of electricity**

You must not:

- (a) allow electricity purchased from us to be used other than in accordance with this *contract* or the *Energy Retail Code*; or
- (b) tamper with, or permit tampering with, any meters or associated equipment.

16.2 Illegal use

If you have breached clause 16.1 of this *contract*, we may, in accordance with the *Energy Retail Code* estimate the amount of the electricity so obtained and bill you or take debt recovery action against you for that amount.

17. INFORMATION WE NEED

You must provide us with all information we reasonably require for the purposes of this *contract*. All information must be correct. We have rights under the *Electricity Act* and the *Energy Retail Code* if information you provide is incorrect. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying electricity changes).

18. WE CAN AMEND THIS CONTRACT

Subject to clause 6.3, we can amend these terms and conditions at any time in accordance with the *Electricity Act* and the requirements of the *Energy Retail Code*. Subject to the *Energy Retail Code*, any amendment will take effect from the date referred to in the Victoria Government Gazette.

19. NOTICES

Unless the *Energy Retail Code* permits (for example, where phone calls are allowed), all notices must be sent in writing. We can send to you notices:

- (a) by post to your *supply address* or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second *business day* after it was sent;
- (b) by email if you have provided us with an email address;
- (c) by fax if you have provided us with a fax address.

A notice can also be given to you personally.

20. PRIVACY AND CONFIDENTIALITY

20.1 Privacy of information

Subject to clauses 20.2 and 25 of this *contract* we must keep your information confidential.

20.2 Disclosure

We may, however, disclose information about you:

- (a) if required or permitted by law to do so;
- (b) if we are required or permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent;
- (d) to your *distributor* or a metering provider to the extent that information is for the purposes of arranging connection, disconnection, reconnection, testing of a *meter* and billing; or
- (e) for the purposes of conducting a credit assessment in accordance with clause 20.3.

20.3 Credit assessment

Subject to any applicable laws and *applicable regulatory instruments*:

- (a) You consent to us conducting a credit assessment of you and using any information we have or may obtain to establish your creditworthiness.
- (b) This *contract* is a contract for credit. You agree that we may disclose your personal information to a credit reporting agency for the purpose of obtaining a consumer credit report about you if you have applied for consumer or commercial credit and to allow the credit reporting agency to maintain a credit information file containing information about you. This information may be given before, during or after the provision of credit to you. The information may include your name, gender and date of birth, your current and previous addresses, the fact that you have applied for credit, that we are a current credit provider to you, any payments overdue for more than 60 days that we have taken steps to recover, information that payments are no longer overdue, information that in our opinion you have committed a serious credit infringement and any information regarding cheques drawn by you for \$100 or more which have been dishonoured more than once.
- (c) Where you are applying for consumer credit you also agree that we may obtain information about you from a business which provides information about the creditworthiness of persons for the purpose of assessing your application. Where you are applying for commercial credit you agree we may obtain a consumer credit report from a credit reporting agency containing information about you for the purposes of assessing your application.
- (d) You agree that we may also exchange permitted credit information about you with other credit providers under the **Privacy Act 1988** (Cth) for the purposes of assessing an application by you for credit, in circumstances where you do not comply with your obligations (whether with us or another credit provider) or to assess your commercial or consumer creditworthiness. Information exchanged can include anything about your creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange or are not prohibited from exchanging under the **Privacy Act 1988** (Cth) for the purposes permitted by that Act.

21. QUERIES AND COMPLAINTS

Complaints will be handled in accordance with the relevant Australian Standard on Complaints Handling. Information on our complaint handling process is in our customer charter which can be obtained by contacting us on 133 702 or at www.alintaenergy.com.au. In addition, if

you have a query or a complaint relating to the sale of electricity by us to you, or this *contract* generally, you may contact us as follows (as updated and notified to you from time to time): call us on 133 702

log your feedback at www.alintaenergy.com.au

post your comments to:

Alinta Energy – Feedback

GPO Box 1302

Melbourne, Victoria 3001.

22. OTHER OBLIGATIONS

We will:

- (a) if you are a *domestic customer*, provide you with a copy of our customer charter in accordance with the *Energy Retail Code*;
- (b) provide you with a copy of the *Energy Retail Code* at your request. We may charge you an additional amount for doing so. The *Energy Retail Code* may also be obtained from the *ESC* website;
- (c) retain your historical billing data for at least two years and provide you with a copy of this at your request in accordance with the *Energy Retail Code*;
- (d) provide you with energy efficiency advice at your request;
- (e) if you are a *domestic customer*, provide you with information on concessions available to you;
- (f) advise your *distributor* in accordance with the *Energy Retail Code* if you confirm that:
 - (i) and provide evidence from a registered medical practitioner or a hospital a person residing at your *supply address* requires a life support machine or has a medical condition that requires continuous supply; or
 - (ii) that your *supply address* is affected by a fault.

23. FORCE MAJEURE

23.1 Effect of force majeure event

If, but for this clause 23, either party would breach this *contract* due to the occurrence of a *force majeure event*:

- (a) The obligations of the party under this *contract* are suspended to the extent to which they are affected by the force majeure event for so long as the *force majeure event* continues; and
- (b) The affected party must give the other 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 effects on those obligations and the steps taken to remove, overcome or minimise those effects.

23.2 Deemed prompt notice

For the purposes of this clause 23, if the effects of a *force majeure event* are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

23.3 Obligation to overcome or minimise effects of force majeure event

Either party relying on this clause 23 by claiming a *force majeure event* must use its *best endeavours* to remove, overcome or minimise the effects of that *force majeure event* as quickly as practicable.

23.4 Settlement of industrial disputes

Nothing in this clause 23 will require either party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

23.5 Non-exclusion of National Electricity Law

Nothing in this clause 23 varies or excludes the operation of section 120 of the *National Electricity Law*.

24. APPLICABLE LAW

- (a) We, as your *retailer*, and you, as our *customer*, agree to comply with any applicable law and the requirements of any codes or guidelines issued by the *ESC* from time to time.
- (b) The laws of Victoria govern this *contract*.

25. ASSIGNMENT

- (a) We may only assign this *contract* with your consent.
- (b) Paragraph (a) does not apply if the assignment forms part of the transfer to the same third party of all or substantially all of our retail sales business. In those circumstances *we* may transfer or novate our rights and obligations under this *contract* by notice to you.

26. APPLICATION OF ENERGY RETAIL CODE

- (a) The *Energy Retail Code* applies to this *contract*;
- (b) If a term or condition of this *contract* is inconsistent with a term or condition of:
 - (i) the *Energy Retail Code*, then to the extent of that inconsistency the relevant term or condition set out in this *contract* is void and the relevant term or condition set out in the *Energy Retail Code* will be deemed to form part of this *contract* in its place; or
 - (ii) any other *applicable regulatory instrument* then to the extent permitted by that *applicable regulatory instrument*, the provisions of this *contract* will prevail. Otherwise the provision of the *applicable regulatory instrument* will prevail to the extent of that inconsistency.
- (c) If any matter the subject of a term or condition of the *Energy Retail Code* is not expressly dealt with (or is only expressly dealt with in part) in this *contract*, then the relevant term or condition of the *Energy Retail Code* (or the relevant part of that term or condition) dealing with that matter is incorporated into and forms part of this *contract*.

27. INTERPRETATION

- (a) Terms defined in the *Energy Retail Code* which are not defined in this *contract* have the meaning given in the *Energy Retail Code*.
- (b) Headings are for convenience only, and do not affect interpretation.
- (c) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this *contract*) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;

- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) A word which suggests one gender includes the other genders.
- (f) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (g) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

SCHEDULE 1: DEFINITIONS

applicable regulatory instruments means all relevant legislation, regulations, codes, guidelines, orders in council, licences, proclamations, directions or standards applying to the sale or supply of electricity in Victoria including the *Energy Retail Code*, the *Electricity Act*, the *Electricity Safety Act 1998* (Vic.), the *National Electricity Law*, the *National Electricity Rules* and the *Privacy Act 1988* (Cth);

Australian Consumer Law means schedule 2 of the *Competition and Consumer Act 2010* (Cth);

best endeavours has the meaning given to that term in the *Energy Retail Code*;

billing cycle means the regular recurrent period for which you receive a bill from us;

business day means a day on which banks are open for general banking business in Melbourne, other than a Saturday, or a Sunday;

business customer means a customer who is not a *domestic customer*;

contract means, if you are a *deemed customer*, a *deemed contract* and, if you are a *standing offer customer*, an *energy contract*;

customer means a *customer* as defined in the *Energy Retail Code* who buys or proposes to buy electricity from a *retailer*;

deemed contract means the contract between a *retailer* and a *deemed customer* arising under section 39 of the *Electricity Act*;

deemed customer means a person who is deemed to have a contract with us for electricity under section 39 of the *Electricity Act*;

distribution contract means the contract you have with your *distributor* to maintain your connection and *supply* electricity to your *supply address*;

distributor means a holder of a licence to operate a distribution network under the *Electricity Act*;

domestic customer means a customer who purchases electricity principally for personal, household or domestic use at the relevant *supply address*;

domestic or small business customer has the same meaning given to that term in the *Electricity Act*.

Electricity Act means the *Electricity Industry Act 2000* (Vic.);

energy contract means a contract created on the terms of this *standing offer* under section 35 of the *Electricity Act*;

Energy Retail Code means the *Energy Retail Code* determined by the *ESC*;

ESC means the Essential Services Commission of Victoria;

force majeure event means an event outside the control of you or us;

last resort event in respect of us means when:

- (a) our retail licence is suspended; or
- (b) our right to acquire electricity from the wholesale electricity market is suspended or terminated;

market contract means a negotiated electricity sole contract which complies with the *Energy Retail Code* other than an energy contract arising from a *standing offer* or a *deemed contract*;

meter has the meaning to that term in the *Energy Retail Code*;

metering data has the meaning given to that term in the *National Electricity Rules* and the *Energy Retail Code* in respect of smart meters;

National Electricity Law means the National Electricity Law set out in the Schedule to the **National Electricity (South Australia) Act 1996** (SA);

National Electricity Rules means the National Electricity Rules which apply in Victoria pursuant to the *National Electricity Law*;

price list means our list of current tariffs and charges applying to you from time to time;

retailer means a person licensed under the *Electricity Act* to sell electricity otherwise than through the wholesale electricity market;

refundable advance means an amount of money or other arrangement acceptable to the *retailer* as a security against a *customer* defaulting on a bill as permitted under the *Energy Retail Code*;

responsible has the meaning given in the *Energy Retail Code*;

standing offer means the terms of a contract for electricity with a retailer required under section 35 of the *Electricity Act*;

standing offer customer means a *customer* who has accepted a *standing offer* from us;

supply address means the address for which you purchase electricity from us;

tariff means a tariff price for electricity published by us from time to time in the Victoria Government Gazette under section 35 of the *Electricity Act*.

Gas Industry Act 2001

ALINTA ENERGY RETAIL SALES PTY LTD ABN 22 149 658 300

These Standing Offer terms and conditions are published in accordance with section 42 of the *Gas Act* and will come into force on 30 September 2012. When in force these terms and conditions will by law be binding on us and any customer to whom they are expressed to apply under the *Gas Act* without the need for us or that customer to sign a document containing these terms and conditions.

STANDING OFFER TERMS AND CONDITIONS (GAS)**1. THE PARTIES**

This *contract* is between:

Alinta Energy Retail Sales Pty Ltd, ABN 22 149 658 300, trading as Alinta Energy of Level 11, 20 Bridge Street, Sydney, NSW 2000 (in this *contract* referred to as *we, our* or *us*); and

You, the *customer* to whom this *contract* is expressed to apply (in this *contract* referred to as *you* or *your*).

2. DEFINITIONS

Words appearing in bold type like *this* are defined in Schedule 1 to this contract.

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?**3.1 These are our terms and conditions**

This document sets out our current *standing offer* terms and conditions for the purposes of the *Gas Act*.

3.2 Standing offer and deemed customer contracts

These terms and conditions apply to you (and as a consequence as you have an *energy contract* or a *deemed contract* with us) under the *Gas Act* if you are a *domestic or small business customer* in relation to your *supply address* and:

- (a) in respect of a *standing offer* you accept an offer from us for the sale of gas at your *supply address* on or after 30 September 2012; or
- (b) you are a *deemed customer*.

4. WHAT IS THE TERM OF THIS CONTRACT?**4.1 When does this contract start?**

- (a) Your *contract* with us for your *supply address* will start:
 - (i) in respect of a *standing offer*, when you accept an offer from us for the sale of gas at your *supply address*; and
 - (ii) for *deemed contracts*, when you first start using gas at that *supply address*.
- (b) Despite paragraph 4.1(a) our obligation to sell you gas at your *supply address* will not commence until we are *responsible* for your *supply address*.

4.2 Cooling off Period standing offers?

If you accept our *standing offer* to purchase gas then you have 10 *business days* from the date of acceptance to notify us that you do not wish to continue with this *energy contract*. You may also have rights to cancel this *energy contract* under the *Australian Consumer Law*.

4.3 When does this contract end?

Subject to clause 4.2 and 4.4, your *contract* will end:

- (a) when you enter into a new contract with us for your *supply address* and that contract commences;

- (b) when another *customer* enters into a new contract with us or another *retailer* for that *supply address*;
- (c) if you have vacated or intend to vacate your *supply address*, on the day you cease to be responsible to pay for gas supplied to that *supply address* under clause 14;
- (d) on the day after you cease to have the right under the *Energy Retail Code* to have your *supply address* reconnected following disconnection in accordance with clause 12;
- (e) if you are a *deemed customer*, at the end of the period covered by the second bill issued by us to you or you terminate this *contract* (in which case no notice is required);
- (f) if you are a *deemed customer*, another retailer becomes responsible for your *supply address*;
- (g) if you are a *standing offer customer*, by you giving us at least 28 days' notice; or
- (h) if we are no longer entitled to sell energy due to a *last resort event*.

4.4 Rights on the contract ending

The ending of this *contract* does not affect any rights or obligations which have accrued under this *contract* prior to that time.

5. SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

We agree to sell to you gas and related services, arrange for the delivery of gas to your *supply address* (by your *distributor*) and perform our other obligations set out in this *contract*.

In return, you are required to pay the amount billed by us under clause 7 of this *contract*, and perform your other obligations under this *contract*.

5.2 Connection

If you require connection at your *supply address*, we can arrange the connection with the *distributor* at your request and at your cost upon receipt of your application together with any information required under the *Energy Retail Code*. If we have an obligation to arrange a connection on your behalf we will do this in accordance with the *Energy Retail Code*.

6. PRICE FOR GAS AND OTHER SERVICES

6.1 What are our tariffs and charges?

Our current *tariffs* and charges for the gas and other services are published in the Victoria Government Gazette and will also be described in our *price list* which can be obtained from www.alintaenergy.com.au. If you ask us we will also provide you will a copy of our current *price list*.

6.2 Which tariff applies to you?

Our *price list* explains each category or type of *tariff* and the conditions that need to be satisfied for each *tariff* and charge to apply.

Our price list also sets out other fees and charges which might apply to you and to your *supply address*.

In some cases, you will be able to select a *tariff* to apply to you. If you do not choose a *tariff*, we will assign one to you.

6.3 Variations to the tariffs and charges

We can vary our *tariffs* (including categories, types or rates) no more than once every six months in accordance with the requirements of the *Gas Act* or other *applicable regulatory instruments* and any variation will be published on our website and in the Victoria Government Gazette and in accordance with the *Energy Retail Code*.

We will notify you of any changes to your applicable *tariff* as soon as possible and, in any event, with your next bill.

If the conditions applying to our *tariffs* and charges change so that your previous *tariff* and charges no longer apply to you at your *supply address*, we can decide which *tariffs* and charges will apply.

We can also vary the fees and charges listed in our *price list* (other than *tariffs*) at any time. Any such variation will take effect from the date being one month after the variation is published on our website at www.alintaenergy.com.au

6.4 Switching tariffs

You must tell us if your circumstances relating to your eligibility for a *tariff* or charge change. If your eligibility for a *tariff* changes or the distribution tariffs your *distributor* applies to your *supply address* change, we may assign a different *tariff* or category of *tariff* to you.

If you think you satisfy all of the conditions applying to another *tariff* or charge, you can ask us to review your current circumstances to see whether that *tariff* or charge can apply to you.

6.5 Changes to the tariff rates and charges during a billing cycle

If a *tariff* rate or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated on a pro-rata basis using:

- (a) the old *tariff* or charge up to and including the date of change; and
- (b) the new *tariff* or charge from that date to the end of the *billing cycle*.

6.6 Changes to the tariff type/category during a billing cycle

If the type or category of *tariff* or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated using:

- (a) the old *tariff* or charge up to and including the date of change; and
- (b) the new *tariff* or charge from that date to the end of the *billing cycle*.

6.7 Additional amounts

- (a) Subject to *applicable regulatory instruments*, we may also charge you additional amounts if:
 - (i) we arrange for a *meter* reader to return to your *supply address* to read the *meter* in the circumstances set out in clause 7.4(b);
 - (ii) we agree a shorter *billing cycle* less than three months at your request;
 - (iii) you are a *business customer* and we enter into an instalment plan with you at your request;
 - (iv) we provide a copy of the *Energy Retail Code* to you at your request;
 - (v) we provide historical billing and metering data to you at your request and the request is not the first request by you within the preceding year or the data requested relates to a period prior to the preceding two years;
 - (vi) you have transferred to another *retailer* and we provide historical billing and metering data to you at your request; and
 - (vii) you are a *domestic customer* and, due to your breach, any payment of a bill is dishonoured or reversed and we incur a fee.
- (b) Any additional amounts charged will be fair and reasonable having regard to the related costs incurred by us.

6.8 GST

Certain amounts in this *contract* are (or will be) stated to be inclusive of GST. These are:

- (a) the amounts specified in our *price list* from time to time; and
- (b) the amount specified in clause 7.

Apart from these amounts, there may be other amounts paid by you or by us under this **contract** that are payments for taxable supplies as defined for GST purposes. To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

Any adjustments for GST under this clause will be made in accordance with the requirements of the **Competition and Consumer Act 2010** (Cth).

7. BILLING

7.1 When bills are sent

We will send a bill to you as soon as possible after the end of each **billing cycle**. This will be at least once every two months in accordance with the **Energy Retail Code**.

If we fail to issue a bill following the end of a **billing cycle**, we will offer you the option of paying for any gas used during the relevant **billing cycle** under an instalment plan. The maximum period of that instalment plan will be the greater of the period during which we did not bill you or twelve months.

7.2 Calculating the bill

We will calculate at the end of each **billing cycle**:

- (a) the bill for gas supplied during that **billing cycle** (using information obtained from reading your **meter** or using an approved estimating system);
- (b) the amount for any other services supplied under this **contract** during the **billing cycle**;
- (c) any services we use to deliver the energy to your **supply address** during that **billing cycle**; and
- (d) any additional retail charges we may charge you under **applicable regulatory instruments** during that **billing cycle**.

7.3 Metered charges

We will usually charge you for your metered consumption of gas, using the applicable **tariffs** determined or varied in accordance with clause 6.

7.4 Estimating the gas usage

- (a) If we are not able to reasonably or reliably base a bill on a reading of your **meter** for any reason (for example, if access to the **meter** cannot be gained, or the **meter** breaks down or is faulty), we may provide you with an estimated bill in accordance with **applicable regulatory instruments**.
- (b) If the **meter** is unable to be read due to your actions, subject to **applicable regulatory instruments**, we can bill you any charges we incur in arranging for a **meter** reader returning to your **supply address** to read the **meter**.
- (c) If we provide you with an estimated bill we will adjust your bill in accordance with the **Energy Retail Code**. We will endeavour to read your **meter** at least once in any 12 months.
- (d) We may also provide you with an estimated bill under a bill smoothing arrangement in accordance with the **Energy Retail Code**.

7.5 How bills are issued

We must send a bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

7.6 Proportionate billing

If we issue a bill which covers a period other than your usual **billing cycle** or a period during which your **tariff** changes, we will charge in proportion to the relevant periods and show the details on your bill.

7.7 Contents of a bill

The bill will be in a form and contain such information as is required by the **Energy Retail Code**. This will include:

- your name and account number, **supply address** and mailing address;
- the period covered by the bill;
- the relevant **tariff** which applies to you;
- the total amount of gas consumed during the period covered by the bill;
- whether the bill is based on a **meter** reading or is an estimated bill or is based on substituted data;
- the due date for payment;
- the telephone number for billing and payments enquiries;
- a summary of payment methods.

7.8 Bill information request

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

7.9 Shortened collection cycle

We may place you on a shortened collection cycle if we have given you reminder notices for three consecutive bills or disconnection notices for two consecutive bills and also complied with our obligations under the **Energy Retail Code**. We will notify you that we have placed you on a shortened collection cycle within 10 **business days** of doing so.

8. PAYING YOUR BILL

8.1 What you have to pay

You must pay to us the amount shown on each bill by the date shown on the bill as the date for payment. That date will be not less than 12 **business days** from the date of dispatch of the bill.

8.2 How the bill is paid

You can pay the bill using any of the payment methods listed on the bill including in person at the agencies or outlets specified in the bill, by mail or by direct debit arrangement (where you have given your consent to a direct debit arrangement in accordance with clause 7.2(b) of the **Energy Retail Code**). We will also accept payment in advance from you. If a payment you make is dishonoured (eg where a cheque or credit card payment is not honoured), and we incur a fee as a result, you must reimburse us the amount of that fee.

8.3 Late payments

Subject to **applicable regulatory instruments**, if you do not pay your bill on time, we may require you to pay our fair and reasonable costs of recovering that amount from you. If you are a **business customer**, you may also be required to pay interest on the outstanding amount as set out in the **price list**.

This clause does not affect our right to arrange for your **supply address** to be disconnected under clause 12 of this **contract**.

8.4 Difficulties in paying

If you have difficulties paying your bill, you must contact us as soon as possible. We will provide you with information about various payment options (including instalment plans) and, where applicable, payment assistance, in accordance with the **Energy Retail Code**.

We are also required by the *Energy Retail Code* to do this where we believe you may be experiencing repeated difficulties in paying your bill or require payment assistance or information.

If you are a *domestic customer* we must:

- (a) assess in a timely way whatever information you provide or we may 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;
- (b) at your request, make available documentary evidence of that assessment to you;
- (c) unless you have in the previous 12 months failed to comply with two instalment plans and do not provide us with reasonable assurance that you are willing to meet your payment obligations under a further instalment plan, offer you an instalment plan; and
- (d) provide you with details on concessions including the Utility Relief Grant, telephone information about energy efficiency and advice on the availability of an independent financial counsellor.

We will not commence legal proceedings for recovery of debt from you if you are a *domestic customer* unless we have complied with these obligations. We will also not commence legal proceedings while you continue to make payments according to an agreed payment arrangement. We will comply with any guidelines on debt collection issued by the Australian Competition and Consumer Commission concerning section 168 of the *Australian Consumer Law*.

If you are a *business customer* we will consider any reasonable request from you for an instalment plan. We may impose an additional retail charge if we enter into an instalment plan with you.

If you are a *domestic customer* we will consider conducting a field audit to assist you to address the difficulties you may have paying our bills. We will only conduct such an audit if we agree with you to do so.

8.5 Payment for other services or additional amounts

If you are a *domestic customer* and beyond the supply or sale of gas, we also supply other goods or services to you, we may bill you separately for those other goods or services or include them in the bill for the supply or sale of gas. If we issue a bundled bill we will show the charge for the other goods or services as a separate item and apply payments received from you as you direct or if you give no direction apply the payment first to the supply or sale of gas before applying any part to the other goods or services.

8.6 Reviewing your bill

We will review your bill at your request. The review will be undertaken in accordance with the requirements of the *Energy Retail Code*.

If your bill is being reviewed, you are still required to pay the greater of:

- (a) the portion of the bill which you do not dispute; or
- (b) an amount equal to the average of your bills in the last 12 months.

You must also pay any future bills.

If the bill under review is correct, you must pay the unpaid amount or request us to arrange a *meter* test in accordance with *applicable regulatory instruments*. If your *meter* is found to comply with *applicable regulatory instruments*, you must pay the cost of the test and pay the unpaid amount. If the bill under review is incorrect we will adjust the bill in accordance with clause 10.1 or clause 10.2.

9. METERS

You must allow safe and convenient access to your *supply address* and *meter* for the purposes of reading, inspecting the relevant *meters* and for connection, disconnection and reconnection.

10. OVERCHARGING AND UNDERCHARGING

10.1 Undercharging

We may recover from you any amount you have been undercharged in accordance with the *Energy Retail Code*.

Where you have been undercharged as a result of a failure of our billing system, we can only recover the amount undercharged in the 9 months prior to the date of which we notify you the undercharging has occurred. In other circumstances we can only recover the amount undercharged in the 12 months prior to notifying you of the undercharge. The amount we can recover is not limited to the extent the undercharging resulted from an unlawful act by you or from your failure to comply with clause 9. We must offer you the opportunity to pay this amount in instalments over the same period of time during which you were undercharged.

10.2 Overcharging

Where you have been overcharged, we must tell you and follow the procedures set out in the *Energy Retail Code* for repaying the money. Where the amount overcharged is \$50 or less, and you have already paid that amount, the amount will be credited to your next bill, or, if you have subsequently ended this *contract*, we will pay you that amount within 10 *business days*.

Where the amount overcharged is more than \$50, and you have already paid that amount, we must tell you within 10 *business days* of becoming aware of the undercharging and repay any amount overcharged by crediting your bill or as otherwise reasonably directed by you.

11. REFUNDABLE ADVANCES

11.1 Requirement to provide refundable advance

- (a) If you are a *domestic customer* we may require you to provide a *refundable advance* in accordance with the *Energy Retail Code* and other *applicable regulatory instruments* if:
- (i) you have left a previous *supply address* or have transferred to us and still owe us or a former *retailer* more than \$120;
 - (ii) within the previous two years you have used gas otherwise than in accordance with applicable laws and codes and *applicable regulatory instruments*;
 - (iii) you are a new *customer* and have refused to provide acceptable identification in accordance with the *Energy Retail Code*; or
 - (iv) we determine that you have an unsatisfactory credit rating, having regard only to any *applicable regulatory instruments* and subject to clause 8.1(b) of the *Energy Retail Code*.

11.2 Use of a Refundable Advance

We will only use and will repay your *refundable advance* in accordance with the *Energy Retail Code*.

11.3 Business customers

If you are a *business customer*, we may require you to pay a *refundable advance* in accordance with the *Energy Retail Code*.

12. DISCONNECTION OF SUPPLY

12.1 When can we arrange for disconnection?

Subject to us satisfying the requirements and following the procedures in the *Energy Retail Code*, we can arrange for the disconnection of your *supply address*:

- (a) at your request;
- (b) if you do not pay your bill by the last day for payment;
- (c) if due to your act or omission, your *meter* is not accessible for the purpose of a reading for three consecutive bills in your *billing cycle*;

- (d) if you refuse to provide acceptable identification or a *refundable advance*;
 - (e) we are otherwise entitled or required to do so under the *Energy Retail Code* or by law.
- You should be aware that there are other circumstances in which your *distributor* can arrange for disconnection, such as in cases of emergency or for safety reasons or for maintenance or where you are breaching clause 16.1. These are detailed in your *distribution contract*.

12.2 Comply with the *Energy Retail Code*

We must comply with the provisions of the *Energy Retail Code* (such as giving you the required notices and warnings) before arranging for the disconnection of your *supply address*.

12.3 No Disconnection

We will not disconnect you:

- (a) unless we have given you the warnings and notices required by the *Energy Retail Code*;
- (b) unless we have complied with the requirements of the *Energy Retail Code*;
- (c) unless permitted to do so by the *Energy Retail Code*;
- (d) if your *supply address* is registered by the relevant *distributor* as a life support machine supply address;
- (e) for non-payment of a bill where:
 - (i) the amount payable is less than \$120;
 - (ii) you are a *domestic customer* who has applied for a Utility Relief Grant and a decision on the application has not been made;
 - (iii) you have made a complaint directly to the Energy and Water Ombudsman Victoria or another external dispute resolution body and the complaint remains unresolved;
 - (iv) the only charge you have not paid is not a charge for the supply or sale of energy; or
- (f) unless otherwise requested by you:
 - (i) on a weekday: after 2pm (for a *domestic customer*) or 3pm for a *business customer*; or
 - (ii) on a Friday, on a weekend or a public holiday or on the day before a public holiday.

13. RECONNECTION AFTER DISCONNECTION

If:

- (a) we have disconnected you;
- (b) you rectify the reason for the disconnection within 10 *business days* of the disconnection in accordance with the *Energy Retail Code*; and
- (c) you request us to reconnect you then,

subject to applicable laws and codes and you paying any reconnection charge we will reconnect you within the time specified by the *Energy Retail Code*.

14. VACATING A SUPPLY ADDRESS

- (a) You must give us at least 3 *business days*' notice of your intention to vacate your *supply address*, together with a forwarding address for your final bill.
- (b) Subject to clause 14(c), you must pay us for gas supplied to your *supply address* until the later of:
 - (i) 3 *business days* after the date on which you gave us notice of the date on which you vacated or intend to vacate the *supply address*; or
 - (ii) the date on which you vacate the *supply address*.

- (c) You may cease to be liable to pay for gas consumed at the **supply address** from the date specified in the following paragraphs if:
- (i) you demonstrate to us that you were evicted or otherwise forced to vacate the **supply address**, the date on which you give us the notice under clause 14(a);
 - (ii) if we and another **customer** enter into an **energy contract** or a **deemed contract**, the date on which the obligation to pay for gas under that new contract is effective;
 - (iii) another **retailer** becomes **responsible** for the **supply address**, the date on which the other **retailer** becomes **responsible**; or
 - (iv) the **supply address** is disconnected, the date on which the **supply address** is disconnected.
- (d) If we have entered into an **energy contract** for another **supply address** we may include in a bill for the other **supply address** the amount payable for gas consumed at the vacated **supply address** in accordance with the **Energy Retail Code**.

15. LIABILITY

15.1 Quality of gas supplied to your **supply address**

You acknowledge that the quality, pressure and reliability of gas supplied to your **supply address** is subject to a variety of factors outside our control. You should also be aware that gas suffers fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of the **supply address**;
- (b) animals, vegetation, the actions of vandals and other people;
- (c) the existence of emergency or dangerous conditions;
- (d) damage to a gas system;
- (e) the design and technical limitations of the gas system;
- (f) the demand for gas at any point in time; and
- (g) the acts or omissions of your **distributor**.

You acknowledge that the nature of gas supply is such that, except as required by law, we cannot guarantee to you the quality, pressure or reliability of supply of gas delivered to your **supply address**.

15.2 How this clause operates with the Australian Consumer Law

Our liability under this **contract** is limited to the maximum extent permitted by section 64A of the **Australian Consumer Law**. To the extent that it is fair and reasonable to do so, our liability for breach of this **contract** or any condition, warranty or representation or right which might be implied into or form part of this **contract** is limited to:

- (a) providing equivalent goods or services provided under this **contract**; or
- (b) paying you the cost of replacing the goods or services provided under this **contract** to your **supply address**, or acquiring equivalent goods or services.

15.3 Exclusion of implied warranties

To the maximum extent permitted by law, all warranties implied by common law or statute are excluded from this **contract** unless expressly included.

15.4 Acknowledgment by business customers

If you are a **business customer** you:

- (a) acknowledge and understand that unexpected fluctuations or interruptions may cause damage to your equipment or cause it to malfunction; and
- (b) you also acknowledge that we recommend that you give careful consideration to taking out insurance or installing devices to protect your equipment and property when these fluctuations or interruptions do occur.

15.5 Gas Act

This clause 15 applies in addition to, and does not vary or exclude, the operation of section 232 or 233 of the *Gas Act* or section 33 of the *Gas Safety Act 1997* (Vic.).

15.6 Survival of this clause

This clause 15 survives the termination of this *contract*.

16. USE OF GAS AND ILLEGAL USE**16.1 Use of gas**

You must not:

- (a) allow gas purchased from us to be used other than in accordance with this *contract* or the *Energy Retail Code*; or
- (b) tamper with, or permit tampering with, any *meters* or associated equipment.

16.2 Illegal use

If you have breached clause 16.1 of this *contract*, we may, in accordance with the *Energy Retail Code* estimate the amount of the gas so obtained and bill you or take debt recovery action against you for that amount.

17. INFORMATION WE NEED

You must provide us with all information we reasonably require for the purposes of this *contract*. All information must be correct. We have rights under the *Gas Act* and the *Energy Retail Code* if information you provide is incorrect. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying gas changes).

18. WE CAN AMEND THIS CONTRACT

Subject to clause 6.3, we can amend these terms and conditions at any time in accordance with the *Gas Act* and the requirements of the *Energy Retail Code*. Subject to the *Energy Retail Code*, any amendment will take effect from the date referred to in the Victoria Government Gazette.

19. NOTICES

Unless the *Energy Retail Code* permits (for example, where phone calls are allowed), all notices must be sent in writing. We can send to you notices:

- (a) by post to your *supply address* or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second *business day* after it was sent;
- (b) by email if you have provided us with an email address;
- (c) by fax if you have provided us with a fax address.

A notice can also be given to you personally.

20. PRIVACY AND CONFIDENTIALITY**20.1 Privacy of information**

Subject to clauses 20.2 and 25 of this *contract* we must keep your information confidential.

20.2 Disclosure

We may, however, disclose information about you:

- (a) if required or permitted by law to do so;
- (b) if we are required or permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent;

- (d) to your **distributor** or a metering provider to the extent that information is for the purposes of arranging connection, disconnection, reconnection, testing of a **meter** and billing; or
- (e) for the purposes of conducting a credit assessment in accordance with clause 20.3.

20.3 Credit assessment

Subject to any applicable laws and **applicable regulatory instruments**:

- (a) You consent to us conducting a credit assessment of you and using any information we have or may obtain to establish your creditworthiness.
- (b) This **contract** is a contract for credit. You agree that we may disclose your personal information to a credit reporting agency for the purpose of obtaining a consumer credit report about you if you have applied for consumer or commercial credit and to allow the credit reporting agency to maintain a credit information file containing information about you. This information may be given before, during or after the provision of credit to you. The information may include your name, gender and date of birth, your current and previous addresses, the fact that you have applied for credit, that we are a current credit provider to you, any payments overdue for more than 60 days that we have taken steps to recover, information that payments are no longer overdue, information that in our opinion you have committed a serious credit infringement and any information regarding cheques drawn by you for \$100 or more which have been dishonoured more than once.
- (c) Where you are applying for consumer credit you also agree that we may obtain information about you from a business which provides information about the creditworthiness of persons for the purpose of assessing your application. Where you are applying for commercial credit you agree we may obtain a consumer credit report from a credit reporting agency containing information about you for the purposes of assessing your application.
- (d) You agree that we may also exchange permitted credit information about you with other credit providers under the **Privacy Act 1988** (Cth) for the purposes of assessing an application by you for credit, in circumstances where you do not comply with your obligations (whether with us or another credit provider) or to assess your commercial or consumer creditworthiness. Information exchanged can include anything about your creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange or are not prohibited from exchanging under the **Privacy Act 1988** (Cth) for the purposes permitted by that Act.

21. QUERIES AND COMPLAINTS

Complaints will be handled in accordance with the relevant Australian Standard on Complaints Handling. Information on our complaint handling process is in our customer charter which can be obtained by contacting us on 133 702 or at www.alintaenergy.com.au. In addition, if you have a query or a complaint relating to the sale of gas by us to you, or this **contract** generally, you may contact us as follows (as updated and notified to you from time to time):
call us on 133 702

log your feedback at www.alintaenergy.com.au

post your comments to:
Alinta Energy – Feedback
GPO Box 1302
Melbourne, Victoria 3001.

22. OTHER OBLIGATIONS

We will:

- (a) if you are a *domestic customer*, provide you with a copy of our customer charter in accordance with the *Energy Retail Code*;
- (b) provide you with a copy of the *Energy Retail Code* at your request. We may charge you an additional amount for doing so. The *Energy Retail Code* may also be obtained from the *ESC* website;
- (c) retain your historical billing data for at least two years and provide you with a copy of this at your request in accordance with the *Energy Retail Code*;
- (d) provide you with energy efficiency advice at your request;
- (e) if you are a *domestic customer*, provide you with information on concessions available to you;
- (f) advise your *distributor* in accordance with the *Energy Retail Code* if you confirm that:
 - (i) and provide evidence from a registered medical practitioner or a hospital a person residing at your *supply address* requires a life support machine or has a medical condition that requires continuous supply; or
 - (ii) that your *supply address* is affected by a fault.

23. FORCE MAJEURE

23.1 Effect of force majeure event

If, but for this clause 23, either party would breach this *contract* due to the occurrence of a *force majeure event*:

- (a) The obligations of the party under this *contract* are suspended to the extent to which they are affected by the force majeure event for so long as the *force majeure event* continues; and
- (b) The affected party must give the other 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 effects on those obligations and the steps taken to remove, overcome or minimise those effects.

23.2 Deemed prompt notice

For the purposes of this clause 23, if the effects of a *force majeure event* are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

23.3 Obligation to overcome or minimise effects of force majeure event

Either party relying on this clause 23 by claiming a *force majeure event* must use its *best endeavours* to remove, overcome or minimise the effects of that *force majeure event* as quickly as practicable.

23.4 Settlement of industrial disputes

Nothing in this clause 23 will require either party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

23.5 Non-exclusion of Gas Act

Nothing in this clause 23 varies or excludes the operation of section 232 of the *Gas Act*.

24. APPLICABLE LAW

- (a) We, as your *retailer*, and you, as our *customer*, agree to comply with any applicable law and the requirements of any codes or guidelines issued by the *ESC* from time to time.
- (b) The laws of Victoria govern this *contract*.

25. ASSIGNMENT

- (a) We may only assign this *contract* with your consent.
- (b) Paragraph (a) does not apply if the assignment forms part of the transfer to the same third party of all or substantially all of our retail sales business. In those circumstances we may transfer or novate our rights and obligations under this *contract* by notice to you.

26. APPLICATION OF ENERGY RETAIL CODE

- (a) The *Energy Retail Code* applies to this *contract*;
- (b) If a term or condition of this *contract* is inconsistent with a term or condition of:
 - (i) the *Energy Retail Code*, then to the extent of that inconsistency the relevant term or condition set out in this *contract* is void and the relevant term or condition set out in the *Energy Retail Code* will be deemed to form part of this *contract* in its place; or
 - (ii) any other *applicable regulatory instrument* then to the extent permitted by that *applicable regulatory instrument*, the provisions of this *contract* will prevail. Otherwise the provision of the *applicable regulatory instrument* will prevail to the extent of that inconsistency.
- (c) If any matter the subject of a term or condition of the *Energy Retail Code* is not expressly dealt with (or is only expressly dealt with in part) in this *contract*, then the relevant term or condition of the *Energy Retail Code* (or the relevant part of that term or condition) dealing with that matter is incorporated into and forms part of this *contract*.

27. INTERPRETATION

- (a) Terms defined in the *Energy Retail Code* which are not defined in this *contract* have the meaning given in the *Energy Retail Code*.
- (b) Headings are for convenience only, and do not affect interpretation.
- (c) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this *contract*) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) A word which suggests one gender includes the other genders.
- (f) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (g) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

SCHEDULE 1: DEFINITIONS

applicable regulatory instruments means all relevant legislation, regulations, codes, guidelines, orders in council, licences, proclamations, directions or standards applying to the sale or supply of gas in Victoria including the *Energy Retail Code*, the *Gas Act*, the *Retail Rules*, the *National Gas Rules*, the *Gas Safety Act 1997* (Vic.), and the *Privacy Act 1988* (Cth);

Australian Consumer Law means schedule 2 of the *Competition and Consumer Act 2010* (Cth);

best endeavours has the meaning given in the *Energy Retail Code*;

billing cycle means the regular recurrent period for which you receive a bill from us;

business day means a day on which banks are open for general banking business in Melbourne, other than a Saturday, or a Sunday;

business customer means a customer who is not a *domestic customer*;

contract means, if you are a *deemed customer*, a *deemed contract* and, if you are a *standing offer customer*, an *energy contract*;

customer means a *customer* as defined in the *Energy Retail Code* who buys or proposes to buy gas from a *retailer*;

deemed contract means the contract between a *retailer* and a *deemed customer* arising under section 46 of the *Gas Act*;

deemed customer means a person who is deemed to have a contract with us for gas under section 46 of the *Gas Act*;

distribution contract means the contract you have with your *distributor* to maintain your connection and *supply* gas to your *supply address*;

distributor means a holder of a licence to provide services by means of a distribution pipeline under the *Gas Act*;

domestic customer means a customer who purchases gas principally for personal, household or domestic use at the relevant *supply address*;

domestic or small business customer has the meaning given in the *Gas Act*;

energy contract means a contract created on the terms of this *standing offer* under section 42 of the *Gas Act*;

Energy Retail Code means the code of that name determined by the *ESC*;

ESC means the Essential Services Commission of Victoria;

force majeure event means an event outside the control of you or us;

Gas Act means the *Gas Industry Act 2001* (Vic.);

last resort event in respect of us means when:

- (a) our retail licence is suspended; or
- (b) our right to acquire gas from a wholesale gas market or a producer is suspended or terminated;

market contract means a negotiated gas sale contract which complies with the *Energy Retail Code* other than a *contract* arising from a *standing offer* or a *deemed contract*;

meter has the meaning given in the *Energy Retail Code*;

National Gas (Victoria) Law means the National Gas Law set out in the Schedule to the *National Gas (South Australia) Act 2008* (SA);

National Gas Rules means the National Gas Rules which apply in Victoria pursuant to the *National Gas (Victoria) Law*;

price list means our list of current *tariffs* and charges applying to you from time to time;

retailer means a person licensed under the *Gas Act* to sell gas;

refundable advance means an amount of money or other arrangement acceptable to the *retailer* as a security against a *customer* defaulting on a bill as permitted under the *Energy Retail Code*;

responsible has the meaning given in the *Energy Retail Code*;

Retail Rules means the Retail Market Procedures (Victoria) issued by the Australian Energy Market Operator and authorised under the *National Gas (Victoria) Law* and the *National Gas Rules*;

standing offer means the terms of a contract for gas with a **retailer** required under section 42 of the *Gas Act*;

standing offer customer means a *customer* who has accepted a *standing offer* from us;

supply address means the address for which you purchase gas from us;

tariff means a tariff price for gas published by us from time to time in the Victoria Government Gazette under section 42 of the *Gas Act*.

Swinburne University of Technology Act 2010
Governance and Administration Statute 2012
Academic and Student Affairs Statute 2012
University Foundations Statute 2012
SWINBURNE UNIVERSITY OF TECHNOLOGY

Notice of Promulgation

In accordance with section 41(3) of the Swinburne University of Technology Governance and Administration Statute 2012, the following regulations made under the abovementioned statutes are hereby promulgated:

- Academic Dress Regulations 2012;
- Academic Senate Regulations 2012;
- Elections Regulations 2012;
- Honorary Degrees Regulations 2012;
- Intellectual Property Regulations 2012;
- Libraries Regulations 2012;
- Qualifications and Awards Regulations 2012;
- Review and Appeals Regulations 2012;
- Student Academic Misconduct Regulations 2012;
- Student General Misconduct Regulations 2012;
- Swinburne Sports Foundation Regulations 2012;
- Swinburne Student Amenities and Services Foundation Regulations 2012;
- The Barbara Dicker Brain Science Foundation Regulations 2012;
- The Kath Watson Foundation Regulations 2012;
- Titles for People Associated with the University Regulations 2012.

The regulations come into operation on the date of publication of this notice.

Copies of the regulations are available on the Swinburne University of Technology website.

TOM ROWAN
University Secretary
Swinburne University of Technology

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.

Road Naming:

Change Request Number	Road Name	Locality	Proposer and Location
29350	Latta Street	Woolsthorpe	Moyne Shire Council The road traverses south from Leman Street.
36815	Rose Lane	Melbourne	City of Melbourne Formerly known as Rose Alley The road traverses south from Lonsdale Street.
45020	Pope Place	Williamstown	Hobsons Bay City Council The road traverses south from Aitken Street.

Feature Naming:

Change Request Number	Place Name	Naming Authority and Location
45104	Sir Zelman Cowen Park	City of Stonnington Formerly known as Kooyong Park, Kooyong. See map at www.dse.vic.gov.au/namingplaces

Localities:

Change Request Number	Naming Authority	Affected Localities	Location
34915	South Gippsland Shire Council	Part Mount Eccles to Leongatha North	The locality boundary on the west side of Leongatha North will extend further west at the junction of Palmross Road and Wilkur Creek, following the south side of the Creek, until the northern boundary of L1 TP890721F then traversing in a south-west direction along the western boundaries of L1 TP247764B and L1 TP174112C then continuing in a southerly direction of the south side of Atkins Road and Wild Dog Valley Road until the junction of Leongatha North Road then traversing east along Leongatha North Road until reaching the south-east boundary of L2 LP210021M where the locality abuts Leongatha North Locality. For further details see map at www.dse.vic.gov.au/namingplaces

Office of Geographic Names

Land Victoria
570 Bourke Street
Melbourne 3000

JOHN E. TULLOCH
Registrar of Geographic Names

Housing Act 1983**LAND THE DIRECTOR OF HOUSING IS DEEMED TO HAVE AN INTEREST IN
UNDER SECTION 107 OF THE HOUSING ACT 1983**

Loddon Mallee Housing Services Limited (Trading as Haven)

I, Arthur Rogers, Acting Director of Housing (the Director), hereby issue the following declaration pursuant to section 107 of the **Housing Act 1983** (the Act).

In accordance with a Funding Deed dated 30 June 2005 between the Director and Loddon Mallee Housing Services Limited the following land is land in which the Director is deemed to have an interest under section 107 of the Act.

Volume	Folio	Address
11311	846	Unit 1, Level 1, 322–328 Moorabool Street, Geelong
11311	847	Unit 2, Level 1, 322–328 Moorabool Street, Geelong
11311	848	Unit 3, Level 1, 322–328 Moorabool Street, Geelong
11311	849	Unit 4, Level 1, 322–328 Moorabool Street, Geelong
11311	850	Unit 5, Level 1, 322–328 Moorabool Street, Geelong
11311	851	Unit 6, Level 1, 322–328 Moorabool Street, Geelong
11311	852	Unit 7, Level 1, 322–328 Moorabool Street, Geelong
11311	853	Unit 8, Level 1, 322–328 Moorabool Street, Geelong
11311	844	Unit 9, Level 1, 322–328 Moorabool Street, Geelong
11311	845	Unit 10, Level 1, 322–328 Moorabool Street, Geelong
11311	856	Unit 1, Level 2, 322–328 Moorabool Street, Geelong
11311	857	Unit 2, Level 2, 322–328 Moorabool Street, Geelong
11311	858	Unit 3, Level 2, 322–328 Moorabool Street, Geelong
11311	859	Unit 4, Level 2, 322–328 Moorabool Street, Geelong
11311	860	Unit 5, Level 2, 322–328 Moorabool Street, Geelong
11311	861	Unit 6, Level 2, 322–328 Moorabool Street, Geelong
11311	862	Unit 7, Level 2, 322–328 Moorabool Street, Geelong
11311	863	Unit 8, Level 2, 322–328 Moorabool Street, Geelong
11311	854	Unit 9, Level 2, 322–328 Moorabool Street, Geelong
11311	855	Unit 10, Level 2, 322–328 Moorabool Street, Geelong
11311	866	Unit 1, Level 3, 322–328 Moorabool Street, Geelong
11311	867	Unit 2, Level 3, 322–328 Moorabool Street, Geelong
11311	868	Unit 3, Level 3, 322–328 Moorabool Street, Geelong
11311	869	Unit 4, Level 3, 322–328 Moorabool Street, Geelong
11311	870	Unit 5, Level 3, 322–328 Moorabool Street, Geelong
11311	871	Unit 6, Level 3, 322–328 Moorabool Street, Geelong
11311	872	Unit 7, Level 3, 322–328 Moorabool Street, Geelong
11311	873	Unit 8, Level 3, 322–328 Moorabool Street, Geelong
11311	864	Unit 9, Level 3, 322–328 Moorabool Street, Geelong
11311	865	Unit 10, Level 3, 322–328 Moorabool Street, Geelong

Dated 15 August 2012

Signed at Melbourne in the State of Victoria
ARTHUR ROGERS
Acting Director of Housing

Housing Act 1983LAND THE DIRECTOR OF HOUSING IS DEEMED TO HAVE AN INTEREST IN
UNDER SECTION 107 OF THE **HOUSING ACT 1983**

Loddon Mallee Housing Services Limited (Trading as Haven)

I, Arthur Rogers, Acting Director of Housing (the Director), hereby issue the following declaration pursuant to section 107 of the **Housing Act 1983** (the Act).

In accordance with a Funding Deed dated 30 June 2005 between the Director and Loddon Mallee Housing Services Limited the following land is land in which the Director is deemed to have an interest under section 107 of the Act.

Volume	Folio	Address
11031	377	Lot 2, 11 Ligar Street, Huntly
11101	138	5 Jerribong Way, Kangaroo Flat
11120	212	18 Arbor Place, Whitehills
11128	596	7 Struve Court, Echuca
11128	601	17 Struve Court, Echuca
11128	605	25 Struve Court, Echuca
11128	615	12 Struve Court, Echuca
11128	618	2 Struve Court, Echuca
11165	973	104 Yarra Park Drive, Sebastopol
11165	976	107 Yarra Park Drive, Sebastopol
11165	978	109 Yarra Park Drive, Sebastopol
11178	434	57 Myrtle Road, Ascot
11178	441	64 Nirimba Court, Ascot
11178	447	70 Myrtle Road, Ascot
11189	162	15 Bright Street, California Gully
11189	163	16 Bright Street, California Gully
11214	974	124 Oscar Drive, Sebastopol
11214	981	131 Oscar Drive, Sebastopol
11240	239	4 Jerribong Way, Kangaroo Flat
11240	240	5 Tyack Court, Whitehills

Dated 15 August 2012

Signed at Melbourne in the State of Victoria
ARTHUR ROGERS
Acting Director of Housing

Housing Act 1983LAND THE DIRECTOR OF HOUSING IS DEEMED TO HAVE AN INTEREST IN
UNDER SECTION 107 OF THE **HOUSING ACT 1983**

Loddon Mallee Housing Services Limited (Trading as Haven)

I, Arthur Rogers, Acting Director of Housing (the Director), hereby issue the following declaration pursuant to section 107 of the **Housing Act 1983** (the Act).

In accordance with a Funding Deed dated 30 June 2005 between the Director and Loddon Mallee Housing Services Limited the following land is land in which the Director is deemed to have an interest under section 107 of the Act.

Volume	Folio	Address
02798	420	1–28/1042 Mount Alexander Road, Essendon
06664	757	Unit 1/124 Clyde Street, Soldiers Hill
08397	494	Unit 1 and Unit 2/61 Fahey Street, Shepparton
08624	917	Unit 1, 26 Newton Street, Shepparton
08624	917	Unit 2, 26 Newton Street, Shepparton
10285	795	Unit 2/43 Casey Street, Bendigo
10492	582	1–12/7 Symonds Street, Kangaroo Flat
10962	352	Unit 1/3–5 Mandurang Road, Spring Gully
10962	352	Unit 2/3–5 Mandurang Road, Spring Gully
10962	352	Unit 3/3–5 Mandurang Road, Spring Gully
10962	352	Unit 4/3–5 Mandurang Road, Spring Gully
11246	963	2/10 Druid Street, Golden Square
11246	964	3/10 Druid Street, Golden Square

Dated 15 August 2012

Signed at Melbourne in the State of Victoria
ARTHUR ROGERS
Acting Director of Housing

Road Safety Act 1986

DECLARATION UNDER SECTION 99B(4)

Under section 99B(4) of the **Road Safety Act 1986**, I declare that for the purposes of the cycling event known as the Amy's Gran Fondo that the Road Rules do not apply to the activities of the Event, for the times and with respect to the highway or parts of the highway listed in the Schedule.

- In this notice, unless the context or subject-matter otherwise requires –
'Event' means the Amy's Gran Fondo to be conducted Sunday 16 September 2012
'Road Rules' means the Road Rules within the meaning of the Road Safety Road Rules 2009.
- This declaration takes effect from the date of commencement of the Event until completion of the Event.

SCHEDULE

ROADS SUBJECT TO THIS DECLARATION AS PART OF THE EVENT		STAGE AND TIME	
Road	Closure	Start and Finish Times	Date
Great Ocean Road (Mount Joy Parade)	Between Grove Road and Bay Street, Lorne	7.00 am to 9.30 am	16 September 2012
Great Ocean Road	Between Bay Street, Lorne and Skenes Creek Road, Skenes Creek	7.00 am to 11.00 am	16 September 2012
Skenes Creek Road	Between Great Ocean Road, Skenes Creek and Beech Forest Road (Turtons Track), Tanybryn	8.00 am to 1.00 pm	16 September 2012
Forrest Apollo Bay Road	Beech Forest Road (Turtons Track), Tanybryn and Colac Forrest Road, Forrest	8.00 am to 1.00 pm	16 September 2012
Birregurra–Forest Road	Between Colac–Forest Road, Forrest and Division Road, Murroon	9.00 am to 2.00 pm	16 September 2012
Division Road (Local)	Between Birregurra–Forest Road, Murroon and Murroon Road, Pennyroyal	9.00 am to 2.00 pm	16 September 2012
Murroon Road (Local)	Between Division Road, Murroon and Penny Royal Station Road, Pennyroyal	9.00 am to 2.00 pm	16 September 2012
Penny Royal Station Road (Local)	Between Murroon Road, Pennyroyal and Bushes Road, Deans Marsh	9.00 am to 2:00 pm	16 September 2012
Bushes Road (Local)	Between Penny Royal Station Road, Pennyroyal and Birregurra–Deans Marsh Road, Deans Marsh	9.00 am to 2.00 pm	16 September 2012
Birregurra–Deans Marsh Road	Between Bushes Road, Deans Marsh and Deans Marsh–Lorne Road, Deans Marsh	10.00 am to 2.30 pm	16 September 2012
Deans Marsh–Lorne Road	Between Deans Marsh and Mt Sabine Road, Benwerrin	10.00 am to 3.00 pm	16 September 2012

Dated 21 August 2012

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

Planning and Environment Act 1987

**GREATER SHEPPARTON
PLANNING SCHEME**

Notice of Approval of Amendment

Amendment C136 (Part 2)

The Minister for Planning has approved Amendment C136 (Part 2) to the Greater Shepparton Planning Scheme.

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

The Amendment rezones land at 425 Wisely Road, Zeerust, from the Farming Zone to the Public Use Zone 3 – Health and Community, includes the land in a Development Plan Overlay (DPO18) and amends the Schedule to the Public Use Zone to specify conditions for the future use and development of the land.

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 Greater Shepparton City Council, 90 Welsford Street, Shepparton.

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

Planning and Environment Act 1987

MILDURA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C60

The Minister for Planning has approved Amendment C60 to the Mildura Planning Scheme.

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

The Amendment rezones land at 174 and 176 Fifth Street, Nichols Point, from Residential 1 Zone to Mixed Use Zone and amends the Schedule to the Mixed Use Zone to specify a maximum combined leasable floor area for office, shop (other than adult sex bookshop) and trade supplies for this land.

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 Mildura Rural City Council, 108–116 Madden Avenue, Mildura.

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

Planning and Environment Act 1987

MORNINGTON PENINSULA
PLANNING SCHEME

Notice of Approval of Amendment
Amendment C137

The Minister for Planning has approved Amendment C137 to the Mornington Peninsula Planning Scheme.

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

The Amendment applies to land at 105 and 117 Latrobe Parade, Dromana, and amends the Schedule to Clause 52.02 to authorise the removal of a restrictive covenant affecting the land, and amends the Schedule to Clause 52.03 and the Schedule to Clause 81.01 to remove the incorporated document 'Heronswood Incorporated Document, 2011' from the Mornington Peninsula Planning Scheme.

The Minister has granted the following permit(s) under Division 5 Part 4 of the Act:
Permit No. CP09/004.

Description of land: Lot 1 LP110368, 105, and Lot 10 LP111747, 117 Latrobe Parade, Dromana.

A copy of the Amendment and permit/s 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 Mornington Peninsula Shire Council, 90 Besgrove Street, Rosebud.

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

Planning and Environment Act 1987

MORNINGTON PENINSULA
PLANNING SCHEME

Notice of Approval of Amendment
Amendment C150

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

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

The Amendment applies the Land Subject to Inundation Overlay to land in Rosebud West and Boneo and amends the boundaries of the Land Subject to Inundation Overlay to land in Balnarring and Somers.

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 Mornington Peninsula Shire Council, 21 Marine Parade, Hastings; 2 Queen Street, Mornington; and 90 Besgrove Street, Rosebud.

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

ORDERS IN COUNCIL

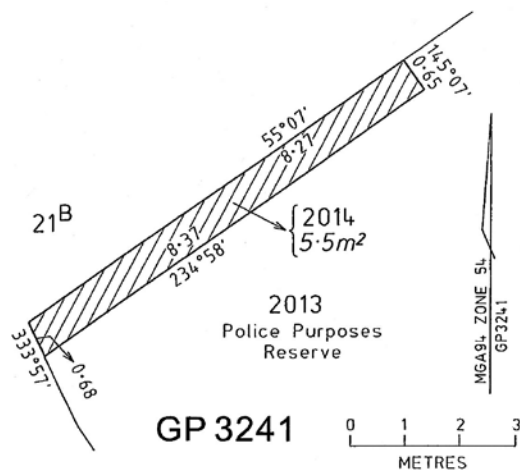
Crown Land (Reserves) Act 1978

NOTICE OF INTENTION TO REVOKE TEMPORARY RESERVATION

Order in Council

The Governor in Council under section 10 of the **Crown Land (Reserves) Act 1978** gives notice of intention to revoke the following temporary reservations:

WINCHELSEA – The temporary reservation by Order in Council of 23 October, 1945 of an area of 2049 square metres of land in the Township of Winchelsea, Parish of Mirnee as a site for Police purposes, revoked as to part by Order in Council of 12 October, 1993 so far only as the portion containing 5.5 square metres being Crown Allotment 2014, Township of Winchelsea, Parish of Mirnee as indicated by hatching on plan GP3241 hereunder. – (GP3241) – (Rs 5708)



This Legislative Instrument is effective from the date on which it is published in the Government Gazette.

Dated 28 August 2012

Responsible Minister

RYAN SMITH

Minister for Environment and
Climate Change

MATTHEW McBEATH
Clerk of the Executive Council

Crown Land (Reserves) Act 1978

REVOCATION OF TEMPORARY RESERVATIONS

Order in Council

The Governor in Council under section 10 of the **Crown Land (Reserves) Act 1978** revokes the following temporary reservations:

YARRAWONGA – The temporary reservation by Order in Council of 13 September, 1950 of an area of 4047 square metres, more or less, of land situated between Sections 76 & 77, Township of Yarrawonga, Parish of Yarrawonga as a site for State School purposes. – (Rs 6574)

WALLALOO – The temporary reservation by Order in Council of 22 June, 1976 of an area of 8086 square metres, being Crown Allotment 52C, Parish of Wallaloo as a site for Public Purposes (Municipal Water Supply). – (Rs 9828)

WANGARATTA – The temporary reservation by Order in Council of 11 August, 1981 of an area of 3449 square metres of land being Crown Allotment 4, Section 71A, Township of Wangaratta, Parish of Wangaratta North as a site for the Promotion of Tourism. – (Rs 11817)

WANGARATTA – The temporary reservation by Order in Council of 2 February, 1988 of an area of 3.226 hectares of land being Crown Allotment 5A, Section 71A, Township of Wangaratta, Parish of Wangaratta North as a site for Public Park and Public Recreation, **so far only** as the portion containing 2712 square metres being Crown Allotment 2005, Township of Wangaratta, Parish of Wangaratta North as indicated by hatching on plan published in the Government Gazette on 26 July, 2012 page – 1679. – (Rs 11818)

MORANGHURK – The temporary reservation by Order in Council of 1 June, 1982 of an area of 2228 square metres of land being Crown Allotment 79C, Parish of Moranghurk as a site for Water Supply, revoked as to part by Order in Council of 22 February, 2000 so far only as the balance remaining containing 1832 square metres, more or less. – (Rs 12038)

This Legislative Instrument is effective from the date on which it is published in the Government Gazette.

Dated 28 August 2012

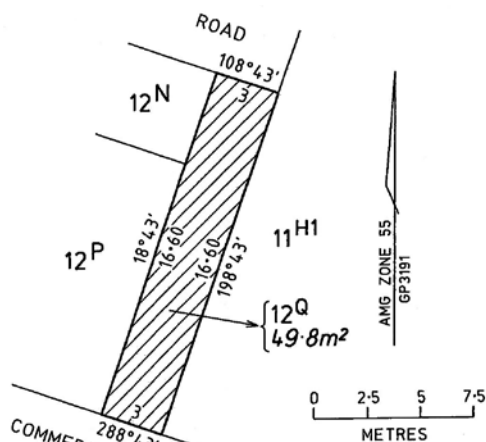
Responsible Minister
 RYAN SMITH
 Minister for Environment and
 Climate Change

MATTHEW McBEATH
 Clerk of the Executive Council

[area 903 square metres], Section 4A, Township of Goroke, Parish of Goroke as shown on Certified Plan No. 116198 lodged in the Central Plan Office of the Department of Sustainability and Environment. – (022020003)

MUNICIPAL DISTRICT OF THE
 LATROBE CITY COUNCIL

MARYVALE – Public purposes; area 49.8 square metres, being Crown Allotment 12Q, Parish of Maryvale as indicated by hatching on plan GP3191 hereunder. – (GP3191) – (16P264358)



GP 3191

Crown Land (Reserves) Act 1978

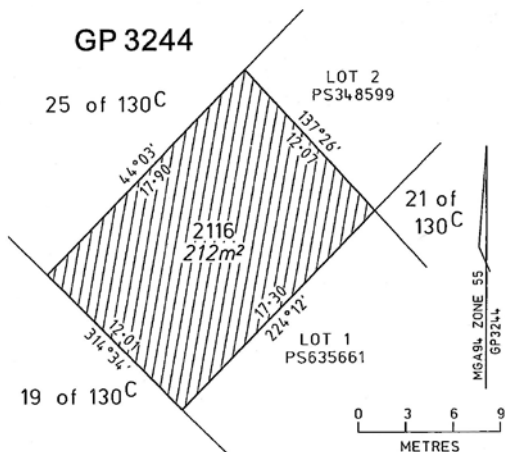
TEMPORARY RESERVATION OF
 CROWN LANDS

Order in Council

The Governor in Council under section 4(1) of the **Crown Land (Reserves) Act 1978** temporarily reserves the following Crown lands which in his opinion are required for the purposes mentioned:-

MUNICIPAL DISTRICT OF THE
 GREATER BENDIGO CITY COUNCIL

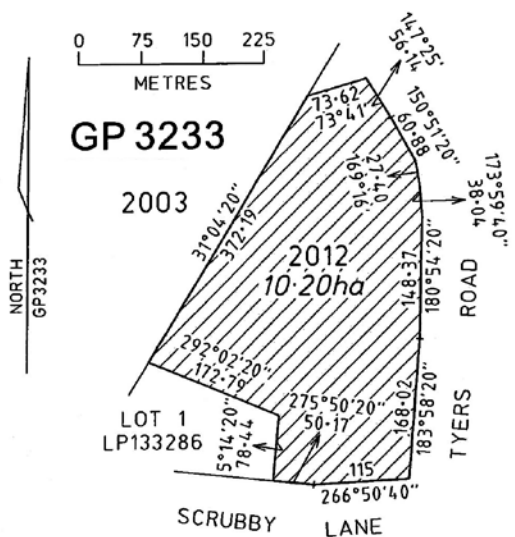
BENDIGO – Conservation of an area of historic interest; area 212 square metres, being Crown Allotment 2116, At Bendigo, Parish of Sandhurst as indicated by hatching on plan GP3244 hereunder. – (GP3244) – (06L6-11331)



MUNICIPAL DISTRICT OF THE
 WEST WIMMERA SHIRE COUNCIL

GOROKE – Public purposes (Educational purposes); being Crown Allotment 3A [area 1977 square metres], Crown Allotment 3B [area 946 square metres], Crown Allotment 3C [area 1270 square metres] and Crown Allotment 3D

TRARALGON – Cemetery and Crematoria purposes; area 10.20 hectares, being Crown Allotment 2012, Parish of Traralgon as indicated by hatching on plan GP3233 hereunder. – (GP3233) – (1505220)

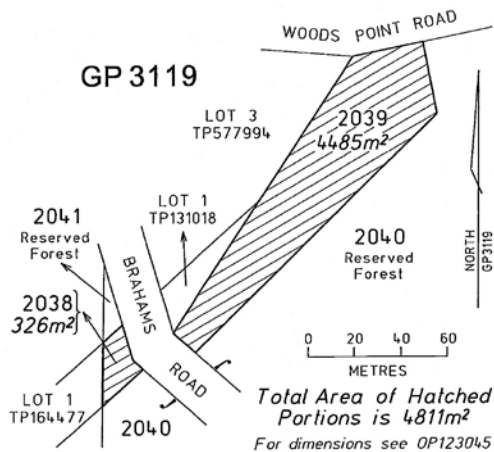


MUNICIPAL DISTRICT OF THE
RURAL CITY OF WANGARATTA

WANGARATTA – Public purposes (Children’s Services Centre); area 6160 square metres, being Crown Allotment 2006, Township of Wangaratta, Parish of Wangaratta North as shown on Plan OP 122603 lodged in the Central Plan Office of the Department of Sustainability and Environment. – (1104897)

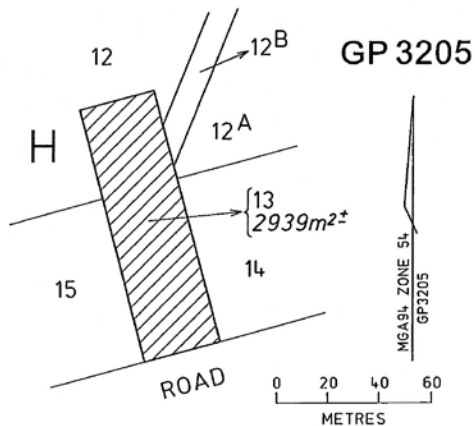
MUNICIPAL DISTRICT OF THE
YARRA RANGES SHIRE COUNCIL

WARBURTON – Water Supply purposes; total area 4811 square metres, being Crown Allotments 2038 & 2039, Parish of Warbuton as indicated by hatching on plan GP3119 hereunder. – (GP3119) – (2018980)



MUNICIPAL DISTRICT OF THE
MILDURA RURAL CITY COUNCIL

WERRIMULL – Water Supply purposes; area 2939 square metres, more or less, being Crown Allotment 13, Section H, Township of Werrimull, Parish of Werrimull as indicated by hatching on plan GP3205 hereunder. – (GP3205) – (012020002)



This Legislative Instrument is effective from the date on which it is published in the Government Gazette.

Dated 28 August 2012

Responsible Minister

RYAN SMITH

Minister for Environment and Climate Change

MATTHEW McBEATH
Clerk of the Executive Council

Crown Land (Reserves) Act 1978

AMENDMENT OF TEMPORARY
RESERVATION – TERAPPEE

Order in Council

The Governor in Council under section 4(1) of the **Crown Land (Reserves) Act 1978** and amends the following Order in Council:–

TERAPPEE – The Order in Council made on 9 April, 1883 and published in the Government Gazette on 13 April, 1883 – page 812 of the temporary reservation of an area of 38.149 hectares [formerly 94 acres 1 rood 3 perches] of land being Allotment 21 in the Parish of Terappee as a site for Conservation of Water

....by deletion of the words ‘Site for Conservation of Water’ and the substitution therefor of the words ‘Preservation of an area of ecological significance’.

File Ref : 2002975

This Legislative Instrument is effective from the date on which it is published in the Government Gazette

Dated 28 August 2012

Responsible Minister

RYAN SMITH

Minister for Environment and Climate Change

MATTHEW McBEATH
Clerk of the Executive Council

Education and Training Reform Act 2006

APPOINTMENT OF CHAIRPERSON TO
THE ADULT, COMMUNITY AND FURTHER
EDUCATION BOARD

Order in Council

The Governor in Council under sections 3.3.10 and 3.3.11 and clause 2(1) of the **Education and Training Reform Act 2006** appoints Ms Rowena Allen as Chairperson of the Adult, Community and Further Education Board.

The terms and conditions of the appointment is contained in the attached Schedule.

Dated 28 August 2012

Responsible Minister:

THE HON. PETER HALL, MLC

Minister for Higher Education and Skills

MATTHEW McBEATH
Clerk of the Executive Council

Education and Training Reform Act 2006
APPOINTMENT OF CHAIRPERSON TO THE
ADULT, COMMUNITY AND FURTHER EDUCATION BOARD
SCHEDULE TO THE ORDER IN COUNCIL

1. Appointment Arrangements

The appointment is part-time.

2. Period of Appointment

The period of appointment is from the 1 September 2012 to 31 August 2015 (both dates inclusive).

3. Duties and responsibilities of the position

Section 3.3.3(1) of the **Education and Training Reform Act 2006** (the Act) states that the main functions of the Adult, Community and Further Education Board (the ACFE Board) are to plan for and promote adult learning, allocate resources, develop policies and advise the Minister for Higher Education and Skills on matters related to adult, community and further education.

4. Termination Arrangements

Clause 2(3) of Schedule 2 to the Act, stipulates that the office of a member becomes vacant if the member becomes bankrupt, is found guilty of an offence which is, or which would if committed in Victoria be, an indictable offence or is absent from 3 consecutive meetings of the Board without the leave of the Chairperson or in the case of the Chairperson without the Minister's leave.

5. Payment Provisions

Under clause 3(1) of Schedule 2 to the Act the members of the ACFE Board are entitled to receive the remuneration and fees that are fixed in the member's instrument of appointment or are fixed from time to time by the Governor in Council. The current remuneration for the Chairperson of the Board is an annual salary of \$39,130.

6. Superannuation Obligations

Superannuation will be paid in accordance with the **Commonwealth Superannuation Guarantee (Administration) Act 1992**.

7. Travel and Personal Expenses arrangements

Under clause 3(1) of Schedule 2 to the Act the members of the ACFE Board are entitled to receive the personal and travelling expenses that are fixed in the member's instrument of appointment or are fixed from time to time by the Governor in Council. Expenses will be paid in accordance with normal public service practices.

8. Leave Arrangements

There are no leave provisions for these part-time statutory positions.

9. Prior Service

Not applicable.

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

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

86. *Statutory Rule:* Electoral
Regulations 2012
Authorising Act: Electoral Act 2002
Date first obtainable: 30 August 2012
Code D
87. *Statutory Rule:* Health Records
Regulations 2012
Authorising Act: Health Records
Act 2001
Date first obtainable: 30 August 2012
Code A
88. *Statutory Rule:* Water (Resource
Management)
Amendment
Regulations 2012
Authorising Act: Water Act 1989
Date first obtainable: 30 August 2012
Code A
-

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C	33–48	\$8.00	#ZB	1537–1610	\$126.70
D	49–96	\$12.60	#ZC	1611–1666	\$132.00
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F	145–192	\$19.25	#ZE	1731–1796	\$142.50
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H	241–288	\$23.60	#ZG	1861–1926	\$152.50
I	289–352	\$26.60	#ZH	1927–1990	\$158.00
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L	481–544	\$41.30			
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N	609–672	\$52.20			
O	673–736	\$59.00			
P	737–820	\$65.00			
#Q	821–886	\$70.70			
#R	887–950	\$75.40			
#S	951–1016	\$80.50			
#T	1017–1080	\$85.50			
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