



# **Victoria Government Gazette**

By Authority of Victorian Government Printer

**No. G 43 Thursday 24 October 2013**

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**GENERAL**

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**Advertisers Please Note**

As from 24 October 2013

The last Special Gazette was No. 375 dated 23 October 2013.

The last Periodical Gazette was No. 1 dated 13 June 2013.

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**How To Submit Copy**

- See our webpage [www.gazette.vic.gov.au](http://www.gazette.vic.gov.au)
  - or contact our office on 8523 4601  
between 8.30 am and 5.30 pm Monday to Friday
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**Copies of recent Special Gazettes can now be viewed at the following display cabinet:**

- 1 Treasury Place, Melbourne (behind the Old Treasury Building)
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**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (General)  
MELBOURNE CUP HOLIDAY WEEK 2013**

**Please Note New Deadlines for General Gazette G45/13:**

The Victoria Government Gazette (General) for Melbourne Cup week (G45/13) will be published on **Thursday 7 November 2013**.

**Copy deadlines:**

Private Advertisements **9.30 am on Friday 1 November 2013**

Government and Outer

Budget Sector Agencies Notices **9.30 am on Monday 4 November 2013**

**Office Hours:**

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

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

JENNY NOAKES  
Government Gazette Officer

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**PRIVATE ADVERTISEMENTS****DISSOLUTION OF PARTNERSHIP**

Notice is hereby given that the business partnership between MGO Private Financial Services Pty Ltd (ACN 083 297 090) and Merchant Street Pty Ltd (ACN 114 980 237), trading as 'Ascent Private Wealth', at Level 10, 356 Collins Street, Melbourne, has been dissolved with effect from 16 September 2013.

**DISSOLUTION OF PARTNERSHIP**

Notice is hereby given that the partnership previously subsisting between Robert Hamilton Ball, Andrew Thomson Burgess and Justin Paul Lawrence, carrying on business as solicitors at Level 3, 17 Cotham Road, Kew 3101, under the firm name Henderson & Ball, has been dissolved as from 12 July 2013 so far as concerns the said Andrew Thomson Burgess who retires from the said firm.

Dated 15 October 2013

ROBERT HAMILTON BALL  
JUSTIN PAUL LAWRENCE

**DISSOLUTION OF PARTNERSHIP**

Notice is hereby given that the business partnership between Sarah Pirpinias and Angela Buckley, trading as Kuliko, has been dissolved with effect from close of business 1 November 2013.

**NOTICE OF CLAIMANTS UNDER  
TRUSTEE ACT 1958****(SECTION 33 NOTICE)****Notice to Claimants**

KEVIN PATRICK WHITTY, late of Andrina Nursing Home, 80 William Road, Carrum Downs, Victoria, bank manager, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 June 2013, are required by the trustee, ANZ Trustees Limited, of 42/55 Collins Street, Melbourne, Victoria, to send particulars to the trustee by 26 December 2013, after which date the trustee may convey or distribute the assets and distribute the assets, having regard only to the claims of which the trustee has notice.

ANZ TRUSTEES LIMITED,  
42/55 Collins Street, Melbourne, Victoria 3000.

Re: MARIANGELA VANGELI, late of 3 Teresa Court, Reservoir, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 June 2013, are required by the trustee, Nazzareno Vangeli, to send particulars to the trustee, care of the undermentioned solicitors, within sixty days from the publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

DE MARCO LAWYERS,  
794A Pascoe Vale Road, Glenroy 3046.

Re: Estate JUNE MELVA MAHER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 June 2013, are required by the trustee, William John Maher, to send particulars to him, care of the undersigned, by 25 December 2013, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

Re: COLIN JAMES EDWARDS, late of 2 Third Avenue, Box Hill North, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 31 July 2012, are required by the trustee, Perpetual Trustee Company Limited of Level 35, Rialto South Tower, 525 Collins Street, Melbourne, Victoria, to send particulars to the trustee by 23 December 2013, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MADDOCKS, lawyers,  
140 William Street, Melbourne 3000.

Re: Estate of BERYL LESLIE CARROLL, late of 24 Chenery Street, Mansfield, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 July 2013, are required by the

trustees to send particulars to the trustees, care of the undermentioned solicitors, by 24 January 2014, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

MAHONS with Yuncken & Yuncken, solicitors,  
177 Surrey Road, Blackburn 3130.  
SM:CH2132003

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Re: ROBERT JOHN COULTER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 May 2013, are required by the trustee, Anne Coralie Coulter, to send particulars to their solicitors at the address below by 24 December 2013, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MASON SIER TURNBULL, lawyers,  
315 Ferntree Gully Road, Mount Waverley 3149.

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VALDA ELIZABETH EDWARDS, late of  
18–30 Richardson Street, Albert Park, Victoria,  
retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 September 2013, are required by the executors to send particulars of their claims to the undermentioned lawyers by 23 December 2013, after which date the executors may convey or distribute the estate, having regard only to the claims of which they have notice.

McCLUSKYS LAWYERS,  
111 Bay Street, Port Melbourne, Victoria 3207.

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Re: BERNARD FRANCIS PATRICK  
BRADY, late of 121 Zig Zag Road, Coleraine,  
Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 August 2012, are required by the trustee, Rosemary Ann Brady, care of 41 Lydiard Street South, Ballarat, Victoria, sister, to send particulars to the trustee by 24 December 2013, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

NEVETT WILKINSON FRAWLEY, solicitors,  
41 Lydiard Street South, Ballarat 3350.

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CHRISTEY, ROBERT BALDOCK, late of  
205–207 Warrandyte Road, Ringwood North,  
Victoria, land surveyor.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 20 June 2013, are required by the trustees, John Pergolis and Helen Barling, to send particulars to them, care of the undermentioned solicitors, by 24 December 2013, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

PARKE LAWYERS PTY LTD,  
Level 1, 35 Seymour Street, Ringwood 3134.

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Re: GLADYS HENRIETTA GERBER,  
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 May 2013, are required by the trustee, James William Davies, to send particulars to him, care of the undermentioned solicitors, by 2 January 2014, after which date he may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

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Creditors, next-of-kin and others having claims against the estate of GERALDINE MARGUERITE O'DAY, late of 40 Jurang Street, Balwyn, in the State of Victoria, retired, deceased, who died on 7 February 2013, are required to send particulars of the claims to the executor, William John George O'Day, care of the undermentioned solicitor, by 28 December 2013, after which date he will distribute the estate of the deceased, having regard only to the claims of which he then has notice.

PETER GARDINER, solicitor,  
Office 1, 2 Colin Avenue, Warrandyte 3113.

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Re: NORMAN CLIFFORD ARMOUR,  
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 July 2013, are required by the trustee, Joyce Lilian Armour, to send

particulars of their claims to her, in care of the undermentioned lawyers, by 27 December 2013, 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.

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Re: SHIRLEY OLIVE GOSS, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 September 2013, are required by the trustee, John Michael Goss, to send particulars of such claims to him, in care of the undermentioned lawyers, by 27 December 2013, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

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Re: ATIK ATNO MONTGOMERY (also known as Atik Yennie Montgomery), late of 135 Arnolds Lane, Woodhouse, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 September 2012, are required by the executors to send particulars to them, care of the undermentioned solicitors, by 24 December 2013, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

TAITS LEGAL,  
121 Kepler Street, Warrnambool 3280.

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Re: DORIEL ROWENA MATZEN, late of Central Park, 101 Punt Road, Windsor, Victoria 3181, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 August 2013, are required by the executors, Mary Jean Borghero and Graham Patrick Borghero, to send particulars to them, care of the undermentioned solicitors, by 27 December 2013, after which date the executors may convey and distribute the assets, having regard only to the claims of which they then have notice.

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

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Re: ELSIE ELIZABETH WILLIAMS, late of Karinya Grove, 3 Aberdeen Road, Sandringham, Victoria 3191, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 August 2013, are required by the executor, Dale Elizabeth Austin, to send particulars to her, care of the undermentioned solicitors, by 23 December 2013, after which date the executor may convey and distribute the assets, having regard only to the claims of which she then has notice.

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

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Re: EILEEN MURIEL BOWSHER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 June 2013, are required by the trustees, Malcolm James Russell Taylor and Christopher David Gallagher, to send particulars to the trustees, care of the undermentioned solicitors, by 24 December 2013, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

WHITE CLELAND PTY, solicitors,  
Level 3, 454 Nepean Highway, Frankston 3199  
– Ref. LH

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CHARLES WILFORD MONCRIEFF, late of Warrawee Community Aged Care, 854a Centre Road, Bentleigh East, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 20 July 2013, are required by the executor, Anthony Kevin King, care of Wollerman Shacklock Lawyers of 8 Gloucester Avenue, Berwick, Victoria 3806, to send particulars of their claims to him by 2 January 2014, 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. Grant of Probate was granted in Victoria on 24 September 2013.

WOLLERMAN SHACKLOCK LAWYERS,  
8 Gloucester Avenue, Berwick 3806.

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**ADVERTISEMENT OF SALE BY  
THE SHERIFF**

On Thursday 28 November 2013 at 1.30 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 Mary Songul Guner of 30 Buckingham Street, Sydenham, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 10726 Folio 248 upon which is erected a house and known as 30 Buckingham Street, Sydenham, will be auctioned by the Sheriff.

Registered Mortgage (Dealing No. AH915356A), Registered Caveat (Dealing No. AH961674Y) affect the said estate and interest.

The Sheriff is unable to provide access to this property.

Terms: 10% deposit on the fall of the hammer. Balance within 14 days unless as stated in particulars of sale in contract. Cheque only.

Please contact Sheriff's Asset Administration Services on (03) 8684 8612 or [realestatesection@justice.vic.gov.au](mailto:realestatesection@justice.vic.gov.au) for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

**ADVERTISEMENT OF SALE BY  
THE SHERIFF**

On Thursday 28 November 2013 at 1.30 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 Nancy Lucisano of 27 Kirkford Drive, Mooroolbark, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 09831 Folio 755 upon which is erected a house and known as 27 Kirkford Drive, Mooroolbark, will be auctioned by the Sheriff.

Registered Mortgage (Dealing No. AG448060J), Registered Caveat (Dealing No. AH610009X) Registered Caveat (Dealing No. AH678328X) Registered Caveat (Dealing No. AH690463W) and Covenant in instrument N999497X affect the said estate and interest.

The Sheriff is unable to provide access to this property.

Terms: 10% deposit on the fall of the hammer. Balance within 14 days unless as stated in particulars of sale in contract. Cheque only.

Please contact Sheriff's Asset Administration Services on (03) 8684 8612 or [realestatesection@justice.vic.gov.au](mailto:realestatesection@justice.vic.gov.au) for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

**ADVERTISEMENT OF SALE BY  
THE SHERIFF****TO THE HIGHEST BIDDER SUBJECT TO  
COUNTY COURT APPROVAL**

On Saturday 30 November 2013 at 11.30 am in the morning at Seymour Sports and Aquatic Centre Chittick Park, Pollard Street, Seymour (unless process be stayed or satisfied).

All the estate and interest (if any) of Ian Dudley Read of Unit 2, 6 Albert Street, Seymour, as sole proprietor of an estate in fee simple in 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 85.33 hectares or thereabouts will be auctioned by the Sheriff.

This auction is without reserve price, sale is subject to the approval of the County Court of Victoria.

See RACV Vic Roads 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.

The Sheriff is unable to provide access to this property.

Terms: 10% deposit on the fall of the hammer. Balance within 14 days unless as stated in the particulars in the contract of sale. Payment is by cheque only.

Please contact Sheriff's Asset Administration Services on (03) 8684 8612 or [realestatesection@justice.vic.gov.au](mailto:realestatesection@justice.vic.gov.au) for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

# GOVERNMENT AND OUTER BUDGET SECTOR AGENCIES NOTICES

BOROONDARA CITY COUNCIL

ERRATUM

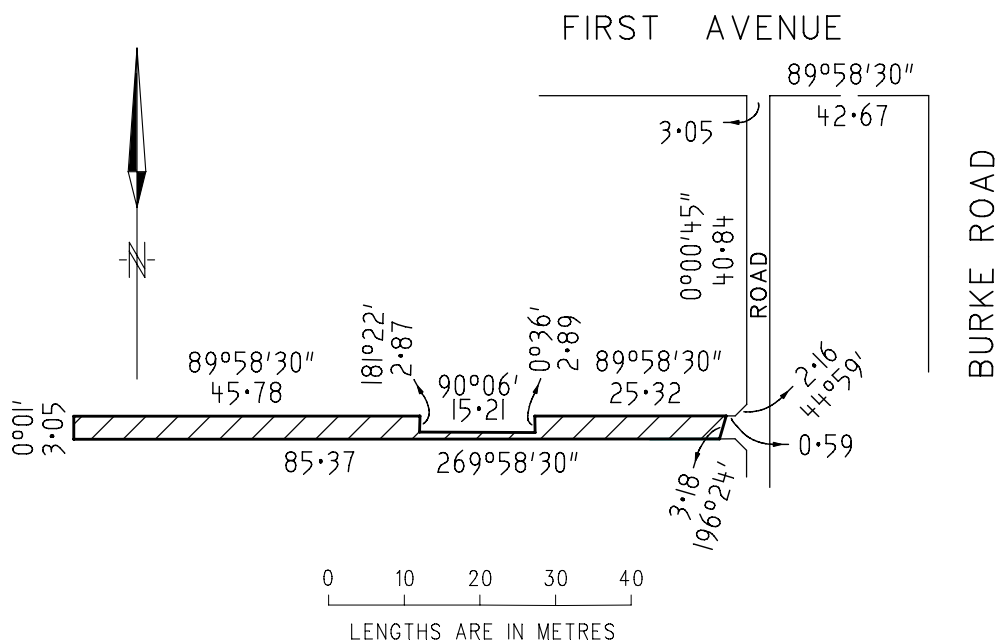
Road Discontinuance – City of Boroondara

Victoria Government Gazette G18

4 May 2000 – Page 871

Notice is hereby given that the plan published on page 871 of the Victoria Government Gazette G18 dated 4 May 2000 was incorrect. The plan shown below replaces that previously published.

PARISH OF BOROONDARA  
PART OF CROWN PORTION 84



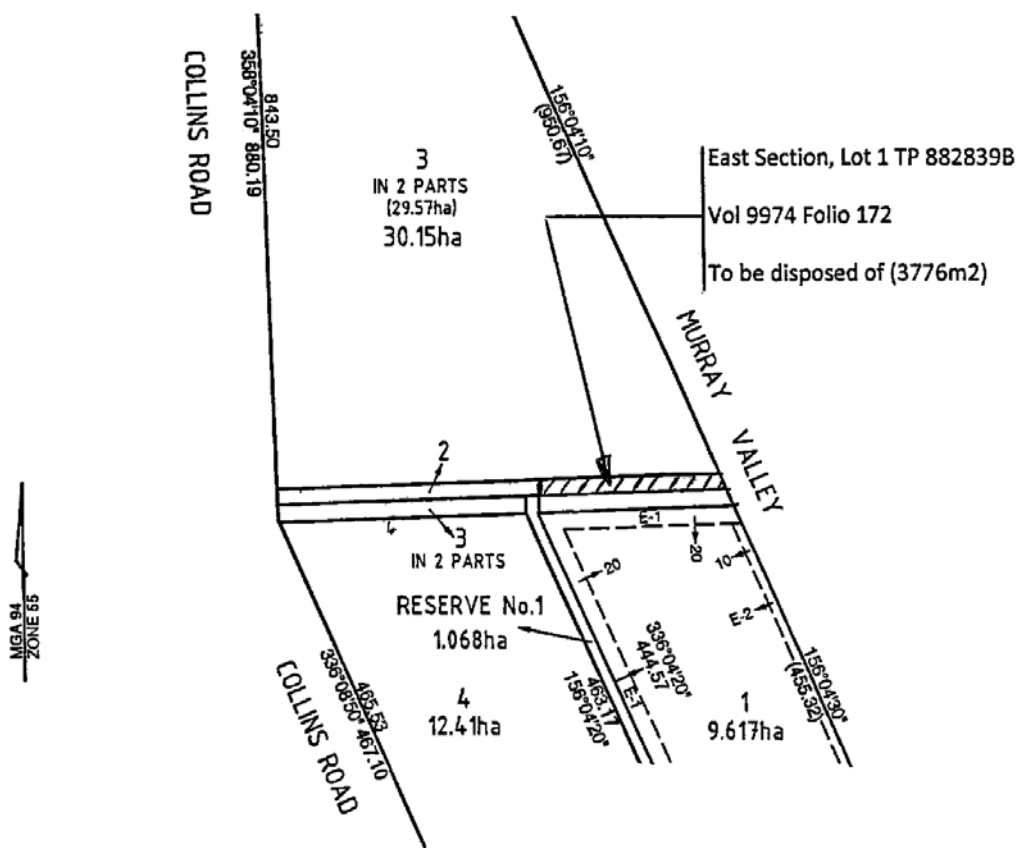
PHILLIP STORER  
Chief Executive Officer





**DISPOSAL AND ACQUISITION OF LAND  
AT 9485 MURRAY VALLEY HIGHWAY, KERANG**

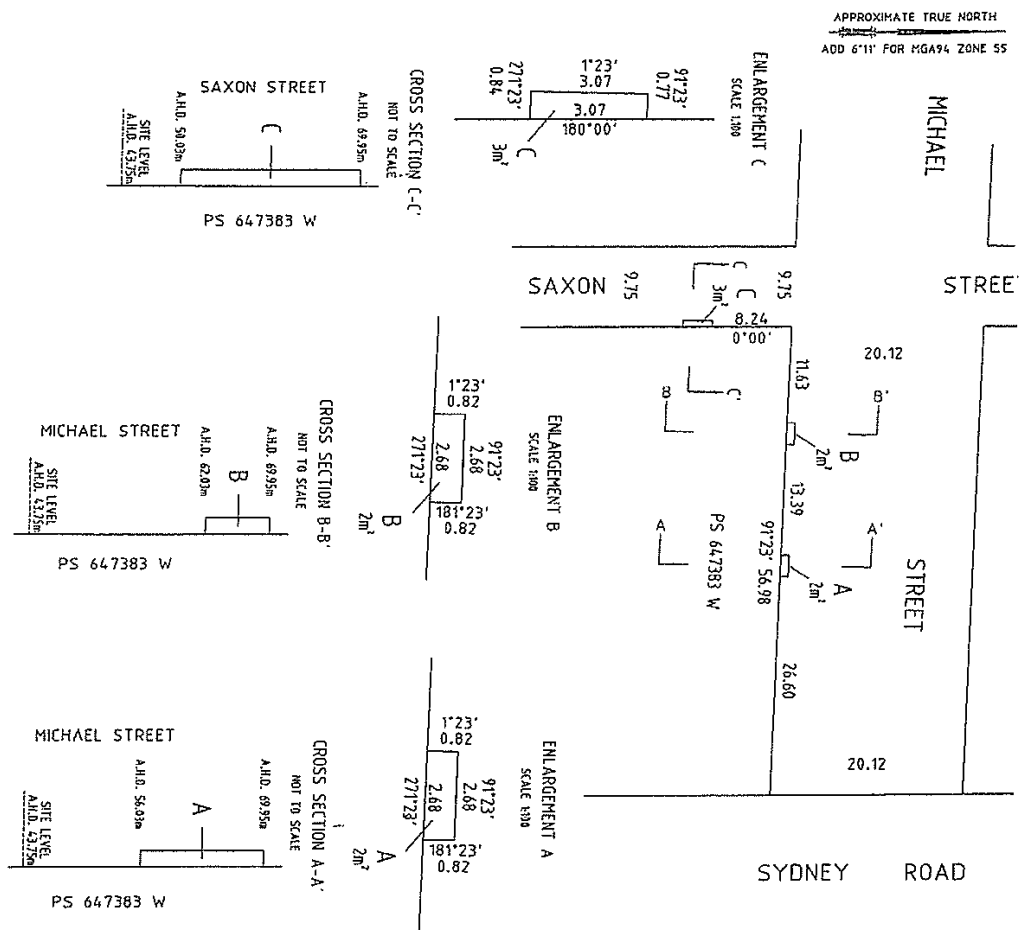
In accordance with section 223 of the **Local Government Act 1989**, Gannawarra Shire Council, at its ordinary meeting on 16 October 2013, resolved that Council acknowledge that the parcel of land at 9485 Murray Valley Highway, Kerang, described as Part Lot 1 TP 882839B (Volume 9974 Folio 172) equating to 3,776m<sup>2</sup> Eastern end, which was originally acquired for the purpose of construction of part of the Kerang Township Protection Levee in accordance with Section 192 of the **Local Government Act 1989**, is considered to be no longer necessary or desirable for use by Council for the purpose for which it was acquired; that it acquire by exchange that piece of land at 9485 Murray Valley Highway, Kerang, described as Part Lot 2 on TP 862982 (Volume 8623 Folio 715) as a reserve on proposed PS 705965C equating to 225m<sup>2</sup> required for the reconstruction of part of the Kerang Township Protection Levee – southern section in accordance with Section 189 of the **Local Government Act 1989**.



JASON RUSSELL  
Chief Executive Officer

## Road Discontinuance

At its meeting on 9 October 2013 and acting under Clause 3 of Schedule 10 to the **Local Government Act 1989** Moreland City Council resolved to discontinue the sections of road contained within the airspace situated above the parts of Michael Street and Saxon Street, Brunswick, shown as lots A, B and C on the plan below.



PETER BROWN  
Chief Executive Officer

**Ararat Rural City****APPOINTMENT OF AUTHORISED OFFICERS – POLICE OFFICERS**

Ararat Rural City Council  
General Local Law 2012

In accordance with section 224A of the **Local Government Act 1989**, notice is hereby given that any police officer operating within the municipality is an 'Authorised Officer' for the purpose of enforcing and issuing of infringement notices in relation to General Local Law 2012 regarding the use, possession and consumption of alcohol.

ANDREW EVANS  
Chief Executive Officer



City of  
**KINGSTON**

**24 HOUR ALCOHOL FREE ZONE IN CARRUM**

Notice is given that at its meeting on 23 September 2013, Council resolved to introduce a 24 hour alcohol free zone in Carrum. The alcohol free zone will commence on 1 December 2013 in the following location:

**Carrum foreshore, shopping centre and railway station**

Alcohol free zone to commence at the mouth of the Patterson River and to extend inland from the northern boundary of the Patterson River up to and including 50 metres beyond the Nepean Highway road bridge, back along the southern boundary of the Patterson river, then south along Station Street as far as Walkers Road. Then proceed west across the railway line to the western side of Nepean Highway to number 665 Nepean Highway and west to the foreshore including the vegetated and sand areas.

PAUL FRANKLIN  
Acting Chief Executive Officer



City of  
**KINGSTON**

**RELOCATION OF DOG OFF-LEASH PARK IN REG MARLOW RESERVE, MENTONE****Notice under Domestic Animals Act 1994**

Notice is given that at its meeting on 26 August 2013, Council resolved to relocate the off-leash dog park within the Reg Marlow Reserve, Mentone, under section 26 of the **Domestic Animals Act 1994**.

The current gazetted dog off-leash park in Reg Marlow Reserve is to be relocated within the reserve and the new off-leash area's boundaries will be defined by the signs erected.

PAUL FRANKLIN  
Acting Chief Executive Officer

PYRENEES  
SHIRE

Adoption of Local Laws  
Local Law No. 2 – Environment and  
Local Law No. 3 – Streets and Roads

In accordance with the provisions of section 119(3) of the **Local Government Act 1989**, Council at its meeting on Tuesday 15 October 2013 formally resolved to adopt Local Law No. 2 – Environment and Local Law No. 3 – Streets and Roads.

Copies of these Local Laws are available for inspection on Council's website – [www.pyrenees.vic.gov.au](http://www.pyrenees.vic.gov.au) or at the Council Offices.

STEPHEN CORNISH  
Chief Executive Officer



In accordance with section 119 of the **Local Government Act 1989** (the Act) notice is hereby given that Wyndham City Council (the Council) proposes to repeal Governance Local Law Number 1/ 2009, and replace it by making a new Local Law to be known as Governance Local Law 2013 under sections 91 and 111 of the Act.

The objectives of Governance Local Law 2013 are to:

- (a) Provide a mechanism to facilitate the good government of Wyndham City Council through its formal meeting procedure and in recognition of the objectives, roles and functions of a Council in the Local Government Charter;
- (b) Promote and encourage community leadership by Wyndham City Council consistent with the community's views and expectations;
- (c) Promote and encourage community participation in local government while at the same time ensuring that Council conducts business at Council Meetings in an effective and efficient manner having regard to Council's role in the Local Government Charter; and

- (d) Regulate and control the use of the Common Seal.

The way in which proceedings of the Council will be addressed is in a separate document – Wyndham Meeting Procedure Protocol 2013, which is incorporated by reference into the Governance Local Law 2013. This Protocol supports the Council in meeting its requirements under the Act.

Other documents incorporated by reference include:

- Councillor Code of Conduct 2013
- Protocol for Suspending Standing Orders 2013
- Protocol for Council to Hear and Determine Submissions 2013
- Guidelines for Submitters Making Submissions at Council Meetings 2013 (including submissions under section 223 of the Act), and
- Guidelines for Petitions.

A copy of the proposed Governance Local Law 2013 (along with a Community Impact Statement and Discussions Paper) may be inspected at or obtained from the Wyndham Civic Centre, 45 Princes Highway, Werribee or viewed on Council's website [www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)

Any person affected by the proposed Governance Local Law 2013 may make a submission to the Council. Submissions received by Council up until 5.00 pm Tuesday 19 November 2013 will be considered in accordance with section 223 of the Act.

Any person may request that he or she be heard in support of their written submission, either personally or by a person acting on their behalf at a Special Council Meeting to be held at 5.00 pm on Monday 25 November 2013 in the Council Chambers, 45 Princes Highway, Werribee.

Copies of all submissions received are not confidential, and will be made available to the public as part of the Council Agenda (including the name and address of the submitter).

An online submissions form and downloadable submission form can both be accessed via Council's website [www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)

Submissions clearly marked 'Governance Local Law 2013 Submission' should be addressed to the Chief Executive Officer, PO Box 197, Werribee 3030, and be received by 5.00 pm Tuesday 19 November 2013.

Telephone enquiries concerning this matter should be directed to Celia Robinson, Coordinator Governance on 9742 8195 or Celia.Robinson@wyndham.vic.gov.au

KERRY THOMPSON  
Chief Executive Officer

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**Planning and Environment Act 1987**

**DAREBIN PLANNING SCHEME**

**Notice of Preparation of Amendment**

**Amendment C140**

**Authorisation A02594**

The Darebin City Council has prepared Amendment C127 to the Darebin Planning Scheme.

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

The land affected by the Amendment:

Land burdened by two restrictive covenants contained in registered transfer of land no. 2201788 (first covenant) and in registered transfer of land no. A326370 (second covenant):

- 2 & 4 Cleeland Street and 23, 23A & 25 Edwardes Street, Reservoir, being Lot 14 on PS 20219;

Land benefitting from covenants contained in registered transfer of land no. 2201788 (first covenant) and in registered transfer of land no. A326370 (second covenant):

- Road R1 on PS 20219;
- 5 Viola Street, Reservoir, being Lot 21 on PS 7975;
- 251–253 Spring Street, Reservoir, being Lots 1 and 2 on PS 20219 and Lot 2 on PS 344385G;
- 255–261 Spring Street, Reservoir, being Lot 1 on PS 344385G;
- 263 Spring Street, Reservoir, being Lot 7 on PS 20219;

- 265 Spring Street, Reservoir, being Lot 8 on PS 20219;
- 267 Spring Street, Reservoir, being Lot 9 on PS 20219;
- 269–271 Spring Street, Reservoir, being Land in CP 102017;
- 273 Spring Street, Reservoir, being Lot 12 on PS 20219;
- 275 Spring Street, Reservoir, being Lot 2 on PS 37275;
- 277 Spring Street, Reservoir, being Land in CP 159609V;
- 279 Spring Street, Reservoir, being Lot 1 on TP 104158W;
- 281 Spring Street, Reservoir, being Lot 3 on PS 113069;
- 283 Spring Street, Reservoir, being Lot 2 on PS 113069; and
- 285 Spring Street, Reservoir, being Lot 1 on PS 113069.

The Amendment proposes to insert Council owned land at 2 & 4 Cleeland Street, and 23, 23A & 25 Edwardes Street, Reservoir (Lot 14 on PS 20219 and Road R1 on PS 20219) into Section 1 of the Schedule to Clause 52.02 of the Darebin Planning Scheme in order to remove two restrictive covenants.

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, Darebin City Council, 274 Gower Street, Preston; and at the Department of Planning and Community Development website, [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

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

The closing date for submissions is 28 November 2013. A submission must be sent to the Darebin City Council, PO Box 91, Preston, Victoria 3072.

RASIAH DEV  
Chief Executive

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**Planning and Environment Act 1987****GLEN EIRA PLANNING SCHEME****Notice of Preparation of Amendment****Amendment C106****Authorisation A02647**

The Glen Eira City Council has prepared Amendment C106 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 Council as planning authority to prepare the Amendment.

The land affected by the Amendment is known as the 'Western Precinct' and more specifically relates to the following parcels of land:

- 28 Derby Road, Caulfield East – Lot 1 on Title Plan 680056M, described in Certificate of Title Volume 04959 Folio 611;
- 26 Derby Road, Caulfield East – Lot 1 on Title Plan 385721X, described in Certificate of Volume 03584 Folio 639;
- 18-24 Derby Road, Caulfield East – Land in Plan of Consolidation 366604M, described in Certificate of Volume 10718 Folio 298;
- Carriageway Easement – Lots 1 and 2 on Title Plan 761020K, described in Volume 03710 Folio 999;
- Post Office Place – Lot 1 on Title Plan 941081L Volume 01609 Folio 734 and Road R1 on Plan of Subdivision 001777 Volume 01974 Folio 704;
- 880 Princes Highway, Caulfield East – Lot 1 on Plan of Subdivision 538425R, described in Certificate of Title Volume 11023 Folio 768;
- Lot 3 on Plan of Subdivision 538425R, described in Certificate of Title Volume 11023 Folio 769;
- 860–874 Dandenong Road, Caulfield East – Land in Plan of Consolidation 151478, described in Certificate of Title Volume 09454 Folio 142;
- Lot 1 on Title Plan 906040A Volume 11048 Folio 190; and
- Lot 2 on Title Plan 906040A Volume 11048 Folio 190. (This lot is included only for the purposes of removing the Road Closure Overlay, it does not form part of the site to be rezoned).

The Amendment proposes to:

- rezone the western portion of Monash University, Caulfield Campus from part Commercial 1 and part Priority Development Zone to Public Use Zone 2 (Education);
- apply the Environmental Audit Overlay (EAO) across the entire site; and
- undertake consequential changes to schedules in the planning scheme.

The Amendment seeks to:

- rezone the land at the western portion of the Monash University Caulfield Campus from the Priority Development Zone to the Public Use Zone – Schedule 2;
- rezone the two small parcels of land within Derby Road from Priority Development Zone to Commercial 1 Zone (which is the underlying zoning of this portion of Derby Road). This is required to remove all areas of PDZ zoning from the area;
- rezone the properties under the ownership of Monash University fronting Derby Road from a Commercial 1 Zone to the Public Use Zone – Schedule 2;
- amend the Schedule to Clause 61.03 to remove map 2RXO from the planning scheme;
- delete reference to the 'Monash University Caulfield Campus – Western Precinct Development – Incorporated Plan dated 17 July 2006' from the Schedule to Clause 81.01 of the Glen Eira Planning Scheme;
- delete Schedule 1 to the Priority Development Zone (PDZ1) from the planning scheme as this Schedule will no longer apply to any land;
- delete the Road Closure Overlay (RXO) from Princes Avenue as this Avenue ceased to be a public road on 23 November 2007; and
- apply an Environmental Audit Overlay (EAO) across the site.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Glen Eira City Council, Strategic Planning Department, Corner of Glen Eira Road and Hawthorn Road, Caulfield, Victoria 3162; and at the Department of Transport, Planning and Local Infrastructure website, [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

Any person who may be affected by the Amendment may make a submission to the planning authority. Submissions must be made in writing giving the submitter's name and contact address, clearly stating the grounds on which the Amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

The closing date for submissions is Monday 25 November 2013. A submission must be sent to the Strategic Planning Department, Glen Eira City Council, PO Box 42, Caulfield South 3162.

RON TORRES  
Manager Planning and Transport

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**Planning and Environment Act 1987**  
**GOLDEN PLAINS PLANNING SCHEME**

Notice of Preparation of Amendment  
Amendment C66  
Authorisation A02627

The Golden Plains Council has prepared Amendment C66 to the Golden Plains Planning Scheme.

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

The land affected by the Amendment is land in the Shelford township.

The Amendment proposes to make changes to the Local Planning Policy Framework of the Golden Plains Planning Scheme. Specifically, the Amendment replaces the Shelford Structure Plan 1997 with the Shelford Structure Plan 2013 at Clause 21.03.

The Amendment rezones Crown allotments 25 and 26B Rokewood–Shelford Road, Shelford, from Farming Zone to Low Density Residential Zone and applies the Design and Development Overlay and a Development Plan Overlay to the site.

The extent of the existing Heritage Overlay is also amended to reflect the siting of historic buildings, trees and driveway associated with the Manse Estate.

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, Golden Plains Shire Council, Bannockburn Customer Service Centre, 2 Pope Street, Bannockburn, Victoria 3331; or at the Department of Transport, Planning and Local Infrastructure website, [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

Any person who may be affected by the Amendment may make a submission to the planning authority. Submissions must be made in writing giving the submitter's name and contact address, clearly stating the grounds on which the Amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

The closing date for submissions is 22 November 2013. A submission must be sent to the Golden Plains Shire, PO Box 111, Bannockburn, Victoria 3331.

ROD NICHOLLS  
Chief Executive Officer

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**Planning and Environment Act 1987**  
**GREATER GEELONG 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 C277  
Authorisation A02613  
Planning Permit Application 944/2012  
& 1116/2013

Leopold Sub Regional Activity Centre

The land affected by the Amendment is 641–659 Bellarine Highway, Leopold (existing Gateway Plaza shopping centre); 621–639 Bellarine Highway, Leopold (southern expansion site); 92–100 Melaluka Road, Leopold (northern expansion site); and 1–89 Hoares Lane, Leopold (drainage reserve site).

The Amendment facilitates the expansion of the existing Leopold Gateway Plaza shopping centre to a sub-regional activity centre and provision of a new drainage reserve, and proposes to:

- rezone 621–639 Bellarine Highway, Leopold from Farming Zone (FZ) to Commercial 1 Zone (C1Z);
- rezone the north east corner of 1–89 Hoares Lane, Leopold, from Farming Zone to Public Park and Recreation Zone (PPRZ);
- amend the Schedule to the Commercial 1 Zone (C1Z) to include a floor space limit of 30,000 sq metres for Shop for 621–639 and 641–659 Bellarine Highway;
- insert and apply a new Schedule 29 to Clause 43.04 Development Plan Overlay (DPO29) to 92–100 Melaluka Road, and 621–639 and 641–659 Bellarine Highway; and
- amend Schedule 3 to Clause 52.28 Gaming to prohibit gaming machines in the Leopold Sub Regional Activity Centre.

Planning Permit Application 944/2012 affects land at 621–639 and 641–659 Bellarine Highway and is for: Buildings and works associated with Stage One of the Leopold sub-regional shopping centre, the use of the land for a restricted retail facility (gymnasium), reduction of car parking requirements, alteration of access to a Road Zone Category 1, and the removal of native vegetation.

Planning Permit Application 116/2013 affects land at 1–89 Hoares Lane, Leopold, is for a Two Lot Subdivision to create a drainage reserve.

The person who requested the Amendment/permits is Environmental Resources Management Aust. Pty Ltd on behalf of Lascorp Developments (Australia) Pty Ltd.

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, at the following locations: during office hours, at the office of the planning authority, Greater Geelong City Council, 100 Brougham Street, Geelong, 8.00 – 5.00 weekdays; ‘Have Your Say’ section of the City’s website: [www.geelongaustralia.com.au/council/yoursay](http://www.geelongaustralia.com.au/council/yoursay); and at the Department of Transport, Planning and Local Infrastructure website, [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

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

The closing date for submissions is Monday 25 November 2013.

A submission must be sent to: The Coordinator, Strategic Implementation Unit, City of Greater Geelong, PO Box 104, Geelong, Victoria 3220; or via email to: [strategicplanning@geelongcity.vic.gov.au](mailto:strategicplanning@geelongcity.vic.gov.au)

PETER SMITH

Coordinator Strategic Implementation

Please be aware that all submissions received will be made publicly available as part of the planning process. Submissions can be viewed at the City of Greater Geelong until the end of two months after the Amendment comes into operation or lapses. Anonymous submissions will not be considered.

## **Planning and Environment Act 1987**

### **MELTON 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 C144

Authorisation A02641

Planning Permit Application PA2013/3989

The land affected by the Amendment is 2–4 Outlook Ride, Kurunjang, being Lot 10 on PS 523270D, 6–8 Outlook Ride, Kurunjang, being Lot A PS 523270D, 24 Outlook Ride, Kurunjang, being Lot 2073 LP205660E, 26 Outlook Ride, Kurunjang, being Lot 2072 LP205660E, 2 Gunnawarra Road, Kurunjang, being Lot 11 PS 523270D.

The land affected by the application is 6–8 Outlook Ride, Kurunjang, being Lot A on PS 523270D, 24 Outlook Ride, Kurunjang, being Lot 2073 on LP205660E and 26 Outlook Ride, Kurunjang, being Lot 2072 on LP205660E.

The Amendment proposes to rezone the land at 2–4, 6–8, 24 and 26 Outlook Ride and 2 Gunnawarra Road, Kurunjang, from a Low Density Residential Zone (LDRZ) to a Residential 1 Zone (R1Z).



The application is for a permit to subdivide 6–8 Outlook Ride, Kurunjang, being Lot A PS 523270D, 24 Outlook Ride, Kurunjang, being Lot 2073 LP205660E and 26 Outlook Ride, Kurunjang, being Lot 2072 LP205660E into 75 residential lots, creation of reserves and removal of vegetation.

The person who requested the Amendment is Peyton Waite Pty Ltd, who is acting on behalf of the property owners of 6–8, 24 and 26 Outlook Ride, Kurunjang.

The applicant for the permit is Peyton Waite Pty Ltd.

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, at the following locations: during office hours, at the office of the planning authority, Melton City Council, Melton Civic Centre, 232 High Street, Melton; or at the Department of Transport, Planning and Local Infrastructure website, [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

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

The closing date for submissions is 24 November 2013. A submission must be sent to the Planning Services Manager, Melton City Council, PO Box 21, Melton 3337.

KEL TORI  
Chief Executive

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**Planning and Environment Act 1987**

**WANGARATTA PLANNING SCHEME**

Notice of the Preparation of an Amendment to a Planning Scheme under Section 96C of the

**Planning and Environment Act 1987**

Amendment C46

Authorisation AO2628

The Amendment applies to all land within the Rural City of Wangaratta.

The Amendment amends the Wangaratta Planning Scheme to include a Local Planning Policy for Advertising Signs.

You may inspect the Amendment, the explanatory report about the Amendment and any documents that support the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Rural City of Wangaratta, Wangaratta Government Centre, 62–68 Ovens Street, Wangaratta, Victoria 3677; and at the Department of Transport, Planning and Local Infrastructure website, [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

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

The closing date for submissions is Friday 22 November 2013. A submission must be sent to the Rural City of Wangaratta, PO Box 238, Wangaratta 3676.

KELVIN SPILLER  
Acting Chief Executive Officer  
Rural City of Wangaratta

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 26 December 2013, 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.

BRIDSON, Frances Florence, late of Manor Court Werribee, 5 Hogan Grove, Werribee Victoria 3030, pensioner, deceased, who died on 10 August 2013.

DELLAS, Victor Christos, 199 Melville Road, Pascoe Vale, Victoria 3044, retired, deceased, who died on 13 August 2013.

SCOTT, David, late of Hilltop Aged Care, 17 Montague Street, Preston, Victoria 3072, deceased, who died on 11 December 2012.

WHITTLE, Margaret, late of 85 Smythe Street, Portarlington, Victoria 3223, retired, deceased, who died on 1 August 2013.

Dated 17 October 2013

STEWART MacLEOD  
Manager

## EXEMPTION

Application No. H41/2013

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Inner South Community Health (the applicant). The application for exemption is to enable the applicant to advertise for and employ a woman only in the role of Family Violence Counsellor (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavits of Allicia Cooper, 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 provides a range of social welfare programs to women including counselling for women who are experiencing or have experienced family violence. This service falls within the Intake and Family Violence Services Team of the applicant's Primary Health Program. The Family Violence Counsellor's responsibilities include direct casework and counselling of those women clients and their children. Violence is most often perpetrated by men and the Family Violence Counsellor will be responsible for initial contact with women and children who have experienced violence. The applicant also employs male family violence counsellors to work with its male clients. I am satisfied that, in these circumstances it is appropriate that the first point of contact counsellor for women and child clients to be a woman.
- Having regard to the broad range and nature of the services offered by the applicant to women and men, the exception contained in section 88 of the Act regarding special services does not apply. Accordingly, 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 in the Family Violence Counsellor role. I am satisfied that, in the circumstances discussed above, the limit imposed by this exemption is reasonable and justified under the Charter.

The Tribunal hereby grants an exemption from the operation of sections 16, 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 23 October 2018.

Dated 17 October 2013

A. DEA  
Member

## EXEMPTION

Application No. H60/2013

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Gippsland Womens' Health Service Inc. (the applicant). The application for exemption is to enable the applicant to advertise for and employ only women within the organisation and to provide services, including membership related services, to women only (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavit of Jodie Louise Pullman, 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 one of 12 women's health services funded through the Department of Health Women's Health Program. It is a community based organisation run for and by women. It provides health promotion programs, community and professional education, research and health information

services to women across Gippsland. It works in partnership with a range of organisations to improve the health and wellbeing of women, particularly in regard to sexual and reproductive health, mental health and wellbeing and prevention of violence against women.

- The key purpose of the applicant is to assist women on health issues and to respond to the needs of women who experience disadvantage and discrimination. There is a focus on the needs of women who have limited access to health services including Koori women, women from culturally and linguistically diverse backgrounds, women with disabilities and rural women.
- By employing women only the applicant has the capacity to develop gender sensitive services and programs that meet the needs of women and can provide a safe and accessible and non-threatening environment for women to obtain relevant information. Through providing services to women only, the applicant can ensure that the needs of women are identified and are paramount in the development of the delivery of the services.
- The exception contained in section 88 of the Act in respect of special needs services applies to some of the services provided by the applicant, but not all. To the extent that some of the services provided may not fall within the exception, an exemption would be required.
- Where staff of the applicant only work with women providing direct special needs services relating to those women's health concerns, including the impact on them of disadvantage and violence by men, the exception contained in section 28 of the Act would apply. That is because the evidence would support a finding that those services are likely to be most effectively provided by other women. However, I am not satisfied that the material before me proves that all other services provided by the applicant, can be provided most effectively by women only. Where I am not satisfied that an exception applies to the whole of the exempt conduct but accept that it is preferable that women only work for the applicant whose focus is providing services to and advocating for women, it is appropriate that an exemption be granted.
- The applicant was granted an exemption in relation to advertising and employing female only employees in 2007 (A261/2007) and a further exemption in respect of that conduct was granted in 2010 (A244/2010). The latter exemption expired on 8 September 2013. 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 receive services from 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 23 October 2018.

Dated 16 October 2013

A. DEA  
Member

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#### EXEMPTION

Application No. H59/2013

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by the Geelong Bowls Region Inc. (the applicant). The application for exemption is to enable the applicant to select only women to represent the applicant in the Elaine Webster and Val Page Tournament and advertise that matter (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavits of Beverly Weir, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 44, 71, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption the Tribunal noted:

- A copy of the application was sent by the Tribunal to the Victorian Equal Opportunity and Human Rights Commission (the Commission). The Commission did not seek leave to intervene in the proceeding.
- The applicant consists of 25 clubs in the Geelong region with a combined membership of around 3,300.
- The forerunner of the Elaine Webster and Val Page Tournament commenced in 1985/1986. The current name was given to the tournament in around April 2011. The tournament is held between representatives of the applicant and representatives of the Ballarat region. It is held in around late November each year. There is an equivalent men only tournament between these regions, named the Whykes Family Trophy. Other than selection of gender-based teams for elite level competitions, the applicant does not operate any other gender specific social tournaments. The applicant has received no complaints about the women only selection process for this tournament.
- 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 selected to play in the tournament. 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 44, 71, 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 23 October 2018.

Dated 16 October 2013

A. DEA  
Member

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Department of Treasury and Finance  
SALE OF CROWN LAND BY  
PUBLIC AUCTION  
on Thursday 21 November 2013  
at 12 pm on site

**Reference:** F09/403.

**Address of Property:** 15 Molan Street, Ringwood.

**Crown Description:** Crown Allotment 2075, Parish of Ringwood.

**Terms of Sale:** Deposit 10%, balance in 60 days or earlier by mutual agreement.

**Area:** 2,885 m<sup>2</sup>.

**Officer Co-ordinating Sale:** Andrew Martin, Senior Project Manager, Land and Property, Department of Treasury and Finance, Level 5, 1 Treasury Place, Melbourne, Victoria 3002.

**Selling Agent:** CBRE, 2 Nexus Court, Mulgrave, Victoria 3170.

GORDON RICH-PHILLIPS MLC  
Assistant Treasurer

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**Associations Incorporation Reform Act 2012**

## SUB-SECTION 138

I, David Betts, Deputy Registrar of Incorporated Associations, under the **Associations Incorporation Reform Act 2012** (the Act), under delegation provided by the Registrar, hereby give notice that an application for the voluntary cancellation of incorporation, pursuant to section 136 of the Act, has been received by the Registrar from each of the associations mentioned below:

Eastern Ranges Football Club Supporters Group Inc.; Australian Ego State Therapy Association Inc.; Ethiopian Orthodox Church Welfare Services.; Bayport Drive Pre-School Committee Inc.; Hamilton & District Car Club Inc.; Friends of Patterson River Inc.; St Claires' Amateur Basketball Club Inc.; Blue Hills Residents Association Inc.; Col. Mustard Productions Inc.; Friends of Fotheringham Reserve Inc.; Friends of the Portland Botanic Gardens Inc.; Bellarine Guardians Inc.; Tug Officers Welfare Association Inc.; Monash Peninsula Badminton Club Inc.; Monash Peninsula Soccer Club Inc.; North Indian Senior Citizen Society Inc.; Bushfire Support Centre Hurstbridge Inc.; Networking Group Australia Inc.; Vietnamese Mothers Group Inc.; Datacom Australia Social Club Inc.; The Whittlesea Kindergarten Teachers Association Inc.; Southern Autism Spectrum Family Support Group (ASAFSG) Inc.; Mildura T.O.W.N. Club Inc.; Positive News Australia Association Inc.; Leading Notes Youth Choir Inc.; Nhill Touch Association Inc.; Bendigo Business Expo Inc.; Swan Hill & District Pipe Band Inc.; Melton Depression and Bipolar Support Group Inc.; Access Mildura Inc.; Henry Seeley Ministries Incorporated.; Only Believe Revival Ministries Inc.; Rodu Group Inc.; Communication and Leadership Training Inc.; Cannons Roller Hockey Club Inc.; Chinese Welfare Benevolent Association Inc.; Brady Road Parent Advisory Group Inc.; Small Business Accountants Association Inc.; Clean Energy Association of Australia Inc.; Eritrean Australian Mercy Association Inc.; Norwood Association Inc.; Darebin Writers Inc.; Indigenous Unearthed International Inc.; Bellarine Guardians Inc.; Narrawong Tennis Club Inc.; Kerang Toy Library Inc.; Tatura and District Christian School Inc.

I further advise that unless a person makes a written objection to cancellation to the Registrar within 28 days of the date of this notice, I intend to cancel the incorporation of the incorporated associations mentioned above.

Dated 24 October 2013

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

**County Court Act 1958**

## COUNTY COURT SITTINGS 2014

Notice is given of the sitting of the County Court of Victoria to be held at each of the undermentioned places to commence on 1 January 2014:

Bairnsdale, Ballarat, Bendigo, Geelong, Hamilton, Horsham, Melbourne, Mildura, Morwell, Sale, Shepparton, Wangaratta, Warrnambool and Wodonga.

MICHAEL ROZENES  
Chief Judge of the  
County Court of Victoria

**County Court Act 1958**

## NOTICE OF KOORI COURT VENUES 2014

Pursuant to section 4A(3) of the **County Court Act 1958**, I direct that the Koori Court Division of the County Court of Victoria sit and act at the following venues:

Bairnsdale, Ballarat, Bendigo, Geelong, Hamilton, Horsham, Latrobe Valley, Melbourne, Mildura, Sale, Shepparton, Wangaratta, Warrnambool and Wodonga.

MICHAEL ROZENES  
Chief Judge  
County Court of Victoria

**Conservation, Forests and Lands Act 1987****NOTICE OF TERMINATING A LAND MANAGEMENT AGREEMENT**

Notice is given under section 80 of the **Conservation, Forests and Lands Act 1987** that the Secretary to the Department of Environment and Primary Industries and Huw Geraint Davies have entered into an agreement to terminate a Farm Forestry Incentive Scheme Land Owner Agreement in respect of the land set out in the Schedule.

**SCHEDULE**

<b>Site Location</b>	<b>Title Details Volume/Folio</b>	<b>Dealing Number of Agreement terminated</b>
Part of Lot 2 on Plan of Subdivision Number PS 538536G	10921/460	V991833P

Notice is given under section 80 of the **Conservation, Forests and Lands Act 1987** that the Secretary to the Department of Environment and Primary Industries and G. & V. McPherson Nominees Pty Ltd have entered into an agreement to terminate a Farm Forestry Incentive Scheme Land Owner Agreement in respect of the land set out in the Schedule.

**SCHEDULE**

<b>Site Location</b>	<b>Title Details Volume/Folio</b>	<b>Dealing Number of Agreement terminated</b>
Part of Lots 1, 2, 3, 4, and 5 on Title Plan 164609A	9153/578	V790042F

Notice is given under section 80 of the **Conservation, Forests and Lands Act 1987** that the Secretary to the Department of Environment and Primary Industries and Mt Bellevue Investments Pty Ltd have entered into an agreement to terminate a Farm Forestry Incentive Scheme Land Owner Agreement in respect of the land set out in the Schedule.

**SCHEDULE**

<b>Site Location</b>	<b>Title Details Volume/Folio</b>	<b>Dealing Number of Agreement terminated</b>
Part of Lot 3 on Plan of Subdivision Number PS 304052M	10045/159	W160052R

Copies of these agreements are available for public inspection between the hours of 9.00 am and 4.00 pm at the offices of DEPI Legal Services Branch, Department of Environment and Primary Industries, 8 Nicholson Street, East Melbourne 3002, and Department of Environment and Primary Industries, 89 Sydney Road, Benalla 3672.

ADAM FENNESSY

Secretary to the Department of Environment and Primary Industries

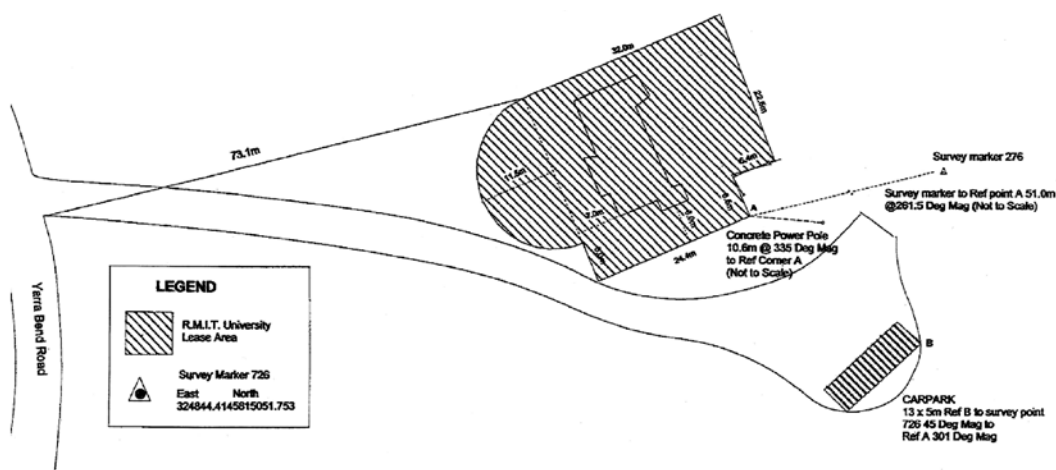
**Crown Land (Reserves) Act 1978****ORDER GIVING APPROVAL TO GRANT A LEASE UNDER SECTIONS 17D AND 17DA**

Under section 17D(1) of the **Crown Land (Reserves) Act 1978**, I, The Hon Ryan Smith MP, Minister for Environment and Climate Change, being satisfied that there are special reasons which make the granting of a lease reasonable and appropriate in the particular circumstances and to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**, approve the granting of a lease by Parks Victoria over part of Yarra Bend Park described in the schedule below for the purposes of survey programs by both higher education and TAFE sectors of RMIT and, in accordance with section 17D(3)(a) of the **Crown Land (Reserves) Act 1978**, state that –

- (a) there are special circumstances which make granting a lease reasonable and appropriate in the particular circumstances; and
- (b) to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**.

**SCHEDULE**

The land shown hatched black on attached plan, being part of the land permanently reserved for public park and recreation purposes by Order in Council of 26 March 1935 (vide Government Gazette of 3 April 1935, page 1096).



Reference: 1204312

Dated 10 October 2013

THE HON RYAN SMITH MP  
Minister for Environment and Climate Change

**Disability Act 2006****DECLARATION OF RESIDENTIAL SERVICES AS GROUP HOMES**

The Minister under section 64(1) of the **Disability Act 2006** declares the residential services listed below in Table A as group homes.

This Declaration is effective as from the date of publication of this Notice in the Government Gazette.

Dated 16 October 2013

HON MARY WOOLDRIDGE MP  
Minister for Disability Services and Reform

TABLE A: LIST OF GROUP HOMES TO BE DECLARED

Department of Human Services	Town/suburb	Facility ID
East Division – Inner Eastern Melbourne Area	Blackburn	58700
	Clayton	40500
	Doncaster	73193
	Doncaster East	57700
	Mont Albert North	22400
	Mount Waverley	10288
	Mount Waverley	43234
East Division – Goulburn Area	Alexandra	34212
East Division – Outer Eastern Melbourne Area	Ringwood East	12387
East Division – Ovens Murray Area	Benalla	13101
	Wangaratta	67289
	Wangaratta	55703
North Division – Hume Moreland Area	Fawkner	23412
	Glenroy	45321
North Division – Loddon Area	Rochester	67834
North Division – Mallee Area	Mildura	13245
North Division – North Eastern Melbourne	Bundoora	82412
	Heidelberg Heights	32453
	Reservoir	32678
South Division – Bayside Peninsula Area	Baxter	38358
	Chelsea	12658
South Division – Inner Gippsland Area	Traralgon	80201
South Division – Southern Melbourne Area	Narre Warren	14100
West Division – Barwon Area	Colac	21200
	Marshall	69270
West Division – Brimbank Melton Area	Deer Park	23145
	Melton	28769



Department of Human Services	Town/suburb	Facility ID
West Division – Central Highlands Area	Ararat	95357
	Ballarat East	84454
	Brown Hill	81200
West Division – Western District Area	Warrnambool	47938
West Division – Western Melbourne Area	Werribee	34257

**Essential Services Commission Act 2001**

## NOTICE OF DETERMINATION

The Essential Services Commission gives notice under section 35(2) of the **Essential Services Commission Act 2001** that it has, pursuant to sections 32 and 33 of that Act, in accordance with the Water Industry Regulatory Order 2003 made under section 4D of the **Water Industry Act 1994**, made a determination to amend the 2013 price determination relating to Coliban Region Water Corporation.

The nature and effect of the determination is to amend the price determination in relation to the form of price control to reflect Coliban Water's resubmission of a form of price control proposal. The amendment provides for a hybrid price cap form of price control, where Coliban Water operates with approved price caps and it may apply to the Commission for approval to move to a tariff basket at the time of the annual adjustment of prices within the period.

The determination takes effect from 1 January 2014.

The determination is available on the Commission's website located at <http://www.esc.vic.gov.au> or a copy may be obtained by calling the Commission's reception on 1300 664 969.

Dated 16 October 2013

DR RON BEN-DAVID  
Chairperson



## NOTICE UNDER SECTION 40FG(2)

This is a notice made by Powershop Australia Pty Ltd (ABN 41 154 914 075) (Powershop) under section 40FG(2) of the **Electricity Industry Act 2000** (Vic.) (the Act), to advise that Powershop now offers to purchase qualifying solar energy generation electricity from qualifying customers during the premium solar feed-in tariff period, TFiT scheme electricity from TFiT scheme customers during the TFiT scheme period, and small renewable energy generation electricity (all terms as defined in the Act).



## FEED-IN TARIFF RATES

The following are Powershop's generally available feed-in tariff credit rates (payable in accordance with our Solar Terms and Conditions, and subject to change in accordance with clauses 3.3 and 6.2 of those conditions):

for **PFiT**, \$0.68 per kWh of net export generation;

for **TFiT**, \$0.33 per kWh of net export generation; and

for **SFiT**, \$0.08 per kWh of net export generation.

As last updated on 24 October 2013, superseding all previously applicable rates.



## 1. THE GIST

### 1.1 This contract

This contract sets out the terms and conditions for the purchase by Powershop of electricity from Powershop customers with solar *generating facilities*. Clause 1.5 sets out how these terms might apply to you.

### 1.2 The parties

This contract is between:

- (a) Powershop Australia Pty Ltd (ABN 41 154 914 075) of Melbourne, Victoria 3000, who sells energy to you at your premises and, in accordance with the terms set out in this contract, purchases electricity from your solar *generating facility* (in this contract referred to as 'Powershop', 'we', 'our' or 'us'); and
- (b) You, the Powershop customer to whom this contract applies (in this contract referred to as 'you' or 'your').

### 1.3 Use of defined terms

Clause 12.2 of this contract contains a list of defined terms which are used throughout the contract. Where a term has been given a specific definition, it will be in ***bold italic*** font. When reading, please keep in mind that defined terms may have a meaning more specific than the general English language meaning. While every effort has been made to avoid giving counterintuitive definitions to common terms, in some cases this is unavoidable. It can often be helpful to read through the defined terms before reading the contract.

### 1.4 Compliance with applicable regulations

In addition to this contract, *applicable regulations* also contain rules about the purchase of solar electricity by Powershop and we will comply with these rules in our dealings with you.

### 1.5 Application of these terms

This contract applies to you if you are a Powershop customer who:

- (a) is based in Victoria;
- (b) provides Powershop with explicit informed consent to the applicability of these terms; and
- (c) is eligible for *PFiT*, *TFiT* or *SFiT* as described below (or as otherwise agreed by us):
  - (i) To be eligible for *PFiT* you must:
    - (A) have a solar photovoltaic *generating facility* with an installed capacity of no more than 5kW, which was installed in accordance with your *distributor's* requirements and connected to your *distributor's* network prior to 29 December 2011;
    - (B) if you are:
      - (1) a *domestic customer*, have that *generating facility* installed at the *supply address* for your principal place of residence; or
      - (2) a *business customer*, have that *generating facility* installed at a *supply address* where annual electricity consumption does not exceed 100MWh;
    - (C) have an *energy contract* with Powershop in respect of the *supply address* where your *generating facility* is installed, through which Powershop has become the *responsible retailer*;

- (D) have a **net meter** installed at that **supply address**; and
  - (E) have provided us with all relevant documentation regarding the **generating facility** as we request,  
and eligibility will cease in accordance with **applicable regulations**, currently anticipated to occur on 1 November 2024.
- (ii) To be eligible for **TFiT** you must:
- (A) not be eligible for **PFiT**;
  - (B) have a solar photovoltaic **generating facility** with an installed capacity of no more than 5kW, which was installed in accordance with your **distributor's** requirements and connected to your **distributor's** network prior to 31 December 2012;
  - (C) if you are:
    - (1) a **domestic customer**, have that **generating facility** installed at the **supply address** for your principal place of residence; or
    - (2) a **business customer**, have that **generating facility** installed at a **supply address** where annual electricity consumption does not exceed 100MWh;
  - (D) have an **energy contract** with Powershop in respect of the **supply address** where your **generating facility** is installed, through which Powershop has become the **responsible retailer**;
  - (E) have a **net meter** installed at that **supply address**; and
  - (F) have provided us with all relevant documentation regarding the **generating facility** as we request,  
and eligibility will cease in accordance with **applicable regulations**, currently anticipated to occur on 31 December 2016.
- (iii) To be eligible for **SFiT** you must:
- (A) not be eligible for **PFiT** or **TFiT**;
  - (B) have a renewable **generating facility** with an installed capacity of no more than 100kW, which has been installed in accordance with your **distributor's** requirements and connected to your **distributor's** network;
  - (C) have an **energy contract** with Powershop in respect of the **supply address** where your **generating facility** is installed, through which Powershop has become the **responsible retailer**;
  - (D) have a **net meter** installed at the **supply address** where your **generating facility** is installed; and
  - (E) have provided us with all relevant documentation regarding the **generating facility** as we request,  
and eligibility will cease in accordance with **applicable regulations**.

## 1.6 Interaction with your **energy contract**

Terms and conditions in your **energy contract** regarding metering and your meter apply to this contract and any other metering equipment relevant to this contract as if set out here. This contract is closely related to your **energy contract**, and you should read this contract together with your **energy contract** to best understand your relationship with us. Many obligations on each of us are only set out in your **energy contract**, as this contract deals specifically with your **generating facility**.

## 2. NEW SOLAR INSTALLATIONS

### 2.1 If you want to install a new *generating facility*

If you want to install a new *generating facility* at your *supply address*, so as to become eligible for *SFiT* in accordance with clause 1.5, or if you believe you are eligible for *PFiT*, *TFiT* or *SFiT* but you have not yet accepted these terms and conditions, contact us via our website or by calling 1800 IN CONTROL (1800 462 668) so that we can assist.

### 2.2 *Connecting a new generating facility*

We can, if you request, contact your *distributor* to arrange for the *connection* of your *generating facility* to your *distributor's* network. We will do so as soon as is reasonably practicable and in accordance with any timeframes set out in *applicable regulations*, once we have received your request and any necessary information regarding the *connection* of the *generating facility* or about you or your *supply address*. Information we need will likely include:

- (a) if we don't already have it, *acceptable identification*;
- (b) if you are a business registered for GST, and we don't already have it, your ABN;
- (c) confirmation of the metering arrangement at your *supply address*;
- (d) if the *supply address* is a rental property, the details of the rental agent and of the property owner;
- (e) any documentation required by *applicable regulations* dealing with the installation of such *generating facilities* (eg: Electrical Certificate of Safety); and
- (f) confirmation that, if necessary, that any connection forms or other forms have been completed and provided to your *distributor* for the *connection* of your *generating facility* to their network.

We may need to pass on *connection* costs from your *distributor* in respect of the *connection*, and will advise at the time what these costs will be (before you need to commit to them).

## 3. FEED-IN TARIFF CREDITS

### 3.1 *Feed-in tariff credits generally*

You'll be entitled to *feed-in tariff credits* for any net export generation (as described in clause 3.2) from your *generating facility* for as long as one of the eligibility categories set out in clause 1.5 continues to apply.

### 3.2 Net metering

Net export generation means the electricity that you feed into your *distributor's* network, and does not include generation that you consume at your *supply address*. This means that you don't get *feed-in tariff credits* for electricity generated and consumed on site, but that generation does reduce the amount of electricity you need to pay for under your *energy contract*.

### 3.3 Rate of *feed-in tariff credits*

The rates applicable to the various categories of *feed-in tariff credits* are as set out below, subject to change in accordance with clause 6.2:

- (a) for *PFiT*, an amount no less than \$0.60 per kWh of net export generation, plus, for each customer, any additional amount agreed by us from time to time;
- (b) for *TFiT*, an amount no less than \$0.25 per kWh of net export generation, plus, for each customer, any additional amount agreed by us from time to time; and
- (c) for *SFiT*, an amount equal to that mandated by *applicable regulations*, being \$0.08 per kWh of net export generation at the time of writing, plus, for each customer, any additional amount agreed by us from time to time.

We will notify you if an applicable *feed-in tariff credit* rate is varied. At or about the time that this contract commences we will notify you of any additional amount intended to apply to your net export generation.

### 3.4 Accumulation of *feed-in tariff credits*

For each *billing cycle* under your *energy contract*, you will be entitled to *feed-in tariff credits* in accordance with clause 3.3, for all net export generation during that *billing cycle*.

### 3.5 Payment of *feed-in tariff credits*

If your *feed-in tariff credits* for a *billing cycle* exceed the amount of any charges under your *energy contract*, we will apply that surplus balance of *feed-in tariff credits* to future bills under your *energy contract*, but:

- (a) if you have a positive balance of *feed-in tariff credits* at the time that another retailer becomes the *responsible retailer* for your *supply address*, after all outstanding amounts have been paid under your *energy contract*, then we will make a payment to you equivalent to the balance of *feed-in tariff credits*, at which point that balance is extinguished;
- (b) we may elect, from time to time during the term of this contract, to make a payment to you equivalent to your balance of *feed-in tariff credits*, at which point that balance is extinguished; and
- (c) you can request that we make a payment to you equivalent to your balance of *feed-in tariff credits*, at which point that balance is extinguished, if that balance exceeds \$100, provided that the balance has been confirmed by an actual meter reading to exceed \$100, or otherwise as permitted by *applicable regulations*,

and you give us your consent to make that payment to you in such manner as we see fit (for example by EFT to your bank account or credit card).

### 3.6 GST and tax invoices

You hereby confirm that either:

- (a) you are not registered for GST, in which case we will send you statements regarding any payments made to you, and we both hereby agree that no invoice will be issued by either of us in respect of those payments or the relevant supplies; or
- (b) you are registered for GST, in which case:
  - (i) in respect of all goods or services supplied under this contract, you hereby authorise us to issue you with recipient created tax invoices and agree that you will not issue any tax invoices; and
  - (ii) you must notify us if you cease to be registered for GST, and we must notify you if we cease to be registered for GST.

### 3.7 Treatment of *feed-in tariff credits* on your bill

Each bill issued under your *energy contract* will show the amount of net export generation, the amount of *feed-in tariff credit* applied, and any current balance of *feed-in tariff credit*. To the extent that charges under your *energy contract* for the *billing cycle* exceed the *feed-in tariff credits*, you will need to make a payment under your *energy contract* as per usual.

### 3.8 Basis of *feed-in tariff credit* calculations

The basis of the calculation of *feed-in tariff credit* entitlements for your account will be as per the basis of calculation of your bills under your *energy contract*. Generally this will mean that calculations are based on reads of your meter, but otherwise may mean that calculations are based on estimates undertaken in accordance with *applicable regulations* or your *energy contract*.

### 3.9 Adjustment of a *feed-in tariff credit* calculation

If we have undertaken a calculation of *feed-in tariff credits* on the basis of an estimate or become aware of an error with a calculation, and we subsequently read your meter or otherwise get a more reliable meter reading or estimate, we will apply the conditions set out in your *energy contract* regarding adjustment of bills.

### 3.10 Review of a *feed-in tariff credit* calculation

We will review a calculation of *feed-in tariff credits* at your request, in accordance with the conditions set out in your *energy contract* regarding review of bills.

## 4. LIABILITY

### 4.1 Limitation of liability

To the extent permitted by law:

- (a) other than to the extent we are in breach of this contract or negligent in relation to this contract, our liability to you under this contract is limited to five per cent of the value of payments you have made to us under your *energy contract* in the three months preceding any claim; and
- (b) if you are a *business customer*, our liability to you under this contract for breach of any term, condition, warranty or guarantee implied to form part of this contract is limited at our election to either:
  - (i) supplying to your *supply address* goods or services equivalent to those supplied under your *energy contract*; or
  - (ii) paying the cost of supplying to your *supply address* goods or services equivalent to those supplied under your *energy contract*.

### 4.2 Mitigation of loss

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

### 4.3 Indemnity

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

### 4.4 Set off

You hereby agree that we may set off any amount owed by us under this contract against any amount owed to us under this contract or any *energy contract* between you and us, and that our liability to make payment will be reduced by the extent of any such set off.

## 5. PRIVACY

### 5.1 Limitation of liability

To the extent permitted by law:

## 6. Variations

### 6.1 Variations to these terms and conditions

We may vary the terms and conditions set out in this contract from time to time, including but not limited to circumstances where *applicable regulations* are varied. We will give you notice of any such variation. We will give you this notice within any timeframes mandated by *applicable regulations*, and in any event as soon as is reasonably practicable.

## 6.2 Variations to *feed-in tariff credit* rates

We may vary the *feed-in tariff credit* rates (either for all customers or some customers) from time to time, including but not limited to circumstances where *applicable regulations* are varied. We will give you notice of any variation to the amount or structure of the *feed-in tariff credit* rate that applies to you under this contract. We will give you this notice within any timeframes mandated by *applicable regulations*, and in any event as soon as is reasonably practicable.

## 7. OBLIGATIONS ON YOU

### 7.1 *Generating facility* information

You must inform us as soon as possible of any change to your *generating facility*, metering, or your relationship with the *supply address* (eg: if you're moving out). You authorise us to request, and your *distributor* to provide us, details of your net export generation from prior to the commencement of this contract.

### 7.2 General obligations

You must, and our obligations under this contract are subject to the requirement that you:

- (a) keep your *generating facility* and associated installations in safe condition;
- (b) comply with any *applicable regulations* regarding your *generating facility* and this contract; and
- (c) if your *supply address* is a rental property, procure that the property owner comply with any obligations that you're unable to comply with without their assistance.

## 8. DISCONNECTION

We or your *distributor* may disconnect your *generating facility* if required by *applicable regulations* or if disconnecting your *supply address* under your *energy contract*.

## 9. PRIVACY

We take privacy very seriously and will treat your information in accordance with our privacy policy, which can be found on our website. To the extent that part of this contract refers to us contacting your *distributor* or others about you or your *supply address*, you hereby consent to us making that contact and consent to those third parties providing us with any relevant information.

## 10. NOTICES

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

## 11. ASSIGNMENT

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

## 12. INTERPRETATION

### 12.1 General

The following rules of interpretation apply to this contract:

- (a) headings and footnotes are for convenience or information only and do not affect the interpretation of this contract or of any term or condition set out in this contract;
- (b) words importing the singular include the plural and vice versa;
- (c) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa;

- (d) a reference to a clause or appendix is to a clause or appendix of this contract;
- (e) a reference to any statute includes all statutes varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and determinations issued under that statute;
- (f) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document;
- (g) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns; and
- (h) other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning.

## 12.2 Defined terms

The following definitions apply in this contract unless the context requires otherwise:

- (a) **acceptable identification** in relation to:
  - (i) a **domestic customer**, includes one or more of the following: a driver's licence, a current passport or other form of photographic identification, a Pensioner Concession Card or other current entitlement card issued by the Commonwealth or a birth certificate;
  - (ii) a **business customer** which is a sole trader or partnership, includes one or more of the forms of identification for a **domestic customer** for each of the individuals that conduct the business; and
  - (iii) a **business customer** which is a company, includes the company's Australian Company Number or Australian Business Number.
- (b) **applicable regulations** means the regulations that apply to us as an energy retailer and a business generally. This may include, but is not necessarily limited to, one or more of the following:
  - (i) the National Energy Retail Law set out as a Schedule to the National Energy Retail Law (South Australia) Act 2011 and adopted in other states through various enabling legislative instruments (the **Retail Law**);
  - (ii) the National Energy Retail Rules established under the **Retail Law**;
  - (iii) the Electricity Industry Act 2000 (Vic.);
  - (iv) the Energy Retail Code certified by the **ESC**;
  - (v) the **National Electricity Rules**;
  - (vi) the Metrology Procedure: Part A (National Electricity Market), as published by the Australian Energy Market Operator in accordance with clause 7.14.1(a) of the **National Electricity Rules**;
  - (vii) the Metrology Procedure: Part B (National Electricity Market), as published by the Australian Energy Market Operator in accordance with clause 7.14.1(a) of the **National Electricity Rules**;
  - (viii) the Electricity Customer Transfer Code certified by the **ESC**;
  - (ix) the Electricity Customer Metering Code certified by the **ESC**,or any other regulatory instrument which substitutes, amends or supplements any of the above.
- (c) **billing cycle** means the regular recurrent period in which you receive a bill from us.
- (d) **business customer** means a customer who is not a **domestic customer**.



- (e) **connect** means the making and maintaining of contact between the electrical systems of two persons allowing the supply of electricity between those systems.
  - (f) **distributor** means a person who holds or is exempt from holding a distribution licence under the **Electricity Industry Act 2000** (Vic.).
  - (g) **domestic customer** means a person who purchases electricity principally for personal, household or domestic use at the relevant **supply address**.
  - (h) **energy contract** means a contract for the sale of electricity by us.
  - (i) **ESC** means the Essential Services Commission under the **Essential Services Commission Act 2001**.
  - (j) **feed-in tariff credits** means credits for net export electricity earned in accordance with clause 3.
  - (k) **generating facility** means a small renewable energy generation facility as defined in the **Electricity Industry Act 2000** (Vic.).
  - (l) **National Electricity Rules** means the Rules made under the National Electricity Law applicable in Victoria as a result of the operation of section 6 of the **National Electricity (Victoria) Act 2005**.
  - (m) **net meter** means a bi-directional meter that measures two-way electricity flows and records them at least half hourly.
  - (n) **PFiT** means the premium solar feed-in tariff offered by Powershop under section 40FA of the **Electricity Industry Act 2000** (Vic.).
  - (o) **responsible retailer** in respect of a **supply address** means the retailer responsible for the electricity supplied at the **supply address** for the purposes of settlement of a relevant wholesale electricity market under **applicable regulations**.
  - (p) **SFiT** means the premium solar feed-in tariff offered by Powershop under section 40G and associated sections of the **Electricity Industry Act 2000** (Vic.).
  - (q) **supply address** means an address where you are being supplied electricity, and includes the relevant market connection point (as defined in the **National Electricity Rules**) in respect of that supply address.
  - (r) **TFiT** means the premium solar feed-in tariff offered by Powershop under section 40FF of the **Electricity Industry Act 2000** (Vic.).
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## CUSTOMER TERMS AND CONDITIONS

**1. THE GIST****1.1 This contract**

This contract sets out the terms and conditions for the sale of electricity to Powershop customers who are *domestic customers* or *business customers*. Clause 1.5 sets out how these terms might apply to you.

**1.2 The parties**

This contract is between:

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

**1.3 Use of defined terms**

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

**1.4 Compliance with applicable regulations**

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

Some of the clauses in this contract state that we will comply with our obligations under ***applicable regulations***, and then set out what that meant at the date that these terms and conditions were published. Where ***applicable regulations*** are updated in a manner that has a material impact on our relationship, we will endeavour to advise you promptly upon becoming aware, and next time we update these terms and conditions we will update accordingly. Note that such an update to account for changes in ***applicable regulations*** will not constitute a change to your contract with us, but will simply serve to make clear what impact ***applicable regulations*** have.

**1.5 Application of these terms**

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

- (a) accepts our ***standing offer***;
- (b) has a ***deemed contract*** with us under section 39 of the *Electricity Act*. Speaking simply, this will occur if you move into a property for which we have billing rights and commence taking supply from us before otherwise entering into a contract with us; or
- (c) agrees to enter a ***market contract*** with us, other than to the extent that alternative terms and conditions are provided.

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

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

### 1.6 Responsibility for your account with us

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

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

## 2. CONNECTION

### 2.1 Your application for connection

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

- (a) make an application (in person, by telephone or in **writing**) to Powershop. The most common and preferred method of making an application to Powershop is to execute an online application;
- (b) pay or agree to pay any **connection** charge as and when required by this contract (see clause 3.2);
- (c) if we do not already have this information provide:
  - (i) **acceptable identification**;
  - (ii) contact details, being email address and telephone number at a minimum;
  - (iii) if the **supply address** is a rental property, the details of the rental agent and of the property owner; and
- (d) provide consent to any credit processes applicable in accordance with clause 6.6.

### 2.2 Connections

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

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

## 3. PRICE, FEES AND BILLING

### 3.1 The price

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

We may update your **tariff** from time to time to reflect market changes and economic conditions, usually no more often than once every six months. We will always notify you at least one month prior to any **tariff** change, and as always you're permitted to terminate this contract at any time without notice in accordance with clause 18.1.

### 3.2 Fees

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

### 3.3 The shop

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

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

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

### 3.4 Billing cycles

We will issue a bill to you at least as often as is required by **applicable regulations**, which as at the date that these terms and conditions were published is once every three months. All billing is issued electronically via email to your nominated email address.

### 3.5 Contents of a bill

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

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

- (xiii) a summary of payment methods and payment arrangement options;
- (xiv) if you are a **domestic customer**, details of the availability of **concessions**;
- (xv) any amounts deducted, credited or received under a government funded energy charge rebate or relief scheme or a payment plan;
- (xvi) our phone number (1800 IN CONTROL, which you can call for billing, payment and other enquiries) and your **distributor's** phone number (which you can call 24 hours a day for faults and emergencies);
- (xvii) where applicable if you are a **domestic customer**, in relevant languages, details of interpreter services;
- (xviii) if the bill is a bill which is also a reminder notice, contact details for our complaint handling processes (which we generally opt to feature on our bills anyway);
- (xix) the average cost for each **smart meter tariff** component over the billing period and, if a bill was issued by us in the previous period, the averages for that period;
- (xx) the average daily consumption during the billing period and, if a bill was issued by us in the previous period, the averages for that period;
- (xxi) energy consumption benchmarks in accordance with **applicable regulations**;
- (xxii) any proportionate billing information in accordance with **applicable regulations** and clause 4.7;
- (xxiii) other than in the case of your first bill from us, a graph showing your consumption of electricity for the period of time to which the bill relates, and (to the extent that data is available):
  - (A) your consumption for each billing period over the past 12 months;
  - (B) a comparison of your consumption for the period covered by the bill with your consumption for the same period of the previous year; and
  - (C) if you have a **smart meter**, your consumption for each monthly period over the past 12 months.
- (b) If you request, we will provide you with reasonable information on network charges, retail charges and any other charges relating to the sale or supply of energy comprised in the amount payable under your bill.
- (c) If we ever supply you with goods or services beyond the supply or sale of energy, we may bill for those other goods or services separately. If we do not bill separately, we will:
  - (i) include the charge for the other goods or services as a separate item on your bill, together with a description of the other goods or services supplied; and
  - (ii) apply payments received from you as directed by you or, if you give no direction, apply each payment to the charges for the supply or sale of energy before applying any part to the other goods or services.
- (d) If we provide you with an 'in home display' (a display screen in your home that sets out your energy usage) we will provide information to you setting out how any consumption and cost information displayed on the "in home display" compares to the consumption and cost information on your bills.

#### 4. BASIS OF BILLS

##### 4.1 Bills based on **meter readings**

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

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

This may not be possible in circumstances where we cannot read a *meter* in any relevant period as a result of non-observance of clause 20, or due to some other event outside of our control.

#### 4.2 Estimations

- (a) Despite clause 4.1, if we are not able to reasonably or reliably base a bill on a reading of the *meter* at your *supply address*, we may provide you with an estimated bill that complies with the requirements of *applicable regulations*, which as at the date that these terms and conditions were published will likely mean a bill that is based on your reading of the *meter*, your historical billing data or, where we do not have your historical billing data, average consumption at the relevant *tariff* calculated over the period covered by the estimated bill.
- (b) A reading provided by your *distributor* or other meter data provider will always take precedence over a customer reading.
- (c) Despite clause 4.1, if *applicable regulations* permit an estimate of *metering* data rather than collection of *metering* data from your *meter*, in the context of an electricity customer *transferring* from one retailer to another retailer, we may provide you with an estimated bill prepared on a basis that conforms with the basis used to determine our responsibility in the wholesale electricity market for electricity supply under *applicable regulations*.
- (d) Despite clauses 3.5(a), 4.1, 4.2(a) and 4.2(c), in the case of a *smart meter*, if we are not able to reasonably or reliably base a bill on actual metering data collected from your *smart meter* for each trading interval, we may provide you with a bill that is either:
  - (i) prepared using estimated and/or substituted metering data in accordance with *applicable regulations*; or
  - (ii) if estimated and/or substituted metering data is not available, prepared based on your historical billing or metering data or, where we do not have your historical billing or metering data, average consumption at the relevant *tariff* calculated over the period covered by the estimated bill.

#### 4.3 Bill smoothing

- (a) Despite clause 4.1, we may in future offer a bill smoothing payment option – and where we do that we will provide you with estimated bills in compliance with *applicable regulations*, which as at the date that these terms and conditions were published means (if we apply a bill smoothing arrangement):
  - (i) each bill in a 12 month period is for the same amount;
  - (ii) the amount payable under each bill is determined on the basis of our estimate of the amount of energy you will consume over the 12 month period;
  - (iii) that estimate is based on your historical billing data for the preceding 12 month period or, where we do not have that data, average consumption at the relevant *tariff* for a 12 month period;
  - (iv) in the seventh month of each 12 month period, we:
    - (A) re-estimate the amount of energy you will consume over the current 12 month period, taking into account any *meter* readings and relevant seasonal factors; and

- (B) if there is a difference between the initial estimate and the re-estimate of greater than 10%, re-set the amount payable under each of the remaining bills in that 12 month period to reflect that difference; and
- (v) at the end of each 12 month period, the *meter* is read and we adjust for any undercharging or overcharging under clauses 5.2 and 5.3.

#### 4.4 Bill smoothing

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

This clause does not apply in respect of:

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

#### 4.5 Unsuccessful attempt to read

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

#### 4.6 Unmetered supplies for electricity

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

#### 4.7 Proportionate billing

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

#### 4.8 Retail

Congratulations for making it this far into such a boring document. For your persistence, send an email to [retail.is.detail@powershop.com.au](mailto:retail.is.detail@powershop.com.au), quoting your *assigned meter identifier* in the subject line of the email, and:

- (a) if you are an existing Powershop customer we will credit \$20 to your account; or
- (b) if you are not yet a Powershop customer, we will credit \$100 to your account if you sign up,

provided that this only applies to emails received prior to 30 June 2014.

### 5. ADJUSTMENT OF A BILL

#### 5.1 Review of a bill

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

If the bill under review is:

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

## 5.2 Undercharging

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

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

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

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

Where we recover an amount undercharged, we will:

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

## 5.3 Overcharging

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

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

## 6. PAYMENT OF A BILL

### 6.1 When payment is due

You must pay a bill by the 'pay by' date specified in the bill.

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

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

### 6.2 Payment methods

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

- (a) by credit card;
- (b) in person at a network of agencies or payment outlets;
- (c) by mail; and



- (d) by direct debit arrangement.

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

- (e) the amount, preferred date and frequency of the direct debits;
- (f) that the arrangement may be cancelled through the relevant financial institution or us, at your option;
- (g) that, if you cancel the arrangement through the financial institution, you must use **best endeavours** to notify us as soon as practicable after the cancellation;
- (h) that, if you cancel the arrangement through us, we will use **best endeavours** to notify the financial institution as soon as practicable after the cancellation;
- (i) if your **energy contract** is a **market contract**, another payment method to apply if you cancel the direct debit arrangement; and
- (j) that, if a **last resort event** occurs in respect of us, we will immediately cancel the direct debit arrangement and notify both the customer and the financial institution of the cancellation.

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

### 6.3 Payment in advance

We will accept payment from you in advance.

### 6.4 Fees and charges for dishonoured payments and merchant service fees

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

### 6.5 Vacating a *supply address*

- (a) You must give us notice of the date on which you intend to vacate, or did vacate, your **supply address**, and a forwarding address to which a final bill may be sent. You can provide this notice to us through our website. You do not avoid liability to pay us for energy consumed at a **supply address** by vacating that **supply address**.
- (b) Subject to clause 6.5(c), you must pay us for energy consumed at your **supply address** until the later of:
  - (i) 3 **business days** after the date on which you give us notice under clause 6.5(a); and
  - (ii) the date on which you vacate the **supply address**.
- (c) You may cease to be liable to pay for energy consumed at your **supply address** from the date specified in the following paragraphs, if that date is earlier than the date determined under clause 6.5(b):
  - (i) if you demonstrate to us that you were evicted or otherwise forced to vacate the **supply address**, the date on which you give us notice under clause 6.5(a);
  - (ii) if you and another customer enter into a new **energy contract** for the **supply address** (which may be a deemed contract), the date on which the obligation to pay for energy under the new **energy contract** is effective;
  - (iii) if another retailer becomes **responsible** for the **supply address**, the date on which the other retailer becomes so **responsible**; and
  - (iv) if the **supply address** is **disconnected**, the date on which the **supply address** is **disconnected**.
- (d) If you have an **energy contract** with us for another **supply address**, we may include in a bill for energy consumed at that other **supply address** the amount payable for energy consumed at the vacated **supply address** (together with all the other details required by clause 3.5(a) to be included in respect of both the vacated and the other **supply address**).

## 6.6 Creditworthiness

To the extent permitted by law, your entry into this contract denotes that you consent, and will provide confirmation of consent where requested, to a credit check or credit scoring by us or a third party service provider. Where necessary or required by *applicable regulations*, we will obtain written confirmation of consent from you prior to any such check.

## 7. REFUNDABLE ADVANCES

### 7.1 Requirement for advances

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

- (a) you are a *business customer* and our decision to require the provision of a *refundable advance* is fair and reasonable in all the circumstances; or
- (b) you are a *domestic customer* and:
  - (i) you have left a previous *supply address* or have *transferred* to us and still owe us or your former retailer more than the amount determined in accordance with *applicable regulations* (which as at the date that these terms and conditions were published is \$120);
  - (ii) within the previous two years you have used energy otherwise than in accordance with applicable laws and codes;
  - (iii) you are a new customer and have refused to provide *acceptable identification*; or
  - (iv) we determine that you have an unsatisfactory credit rating, having regard only to any relevant default by you and not:
    - (A) unless we have first offered you an instalment plan, which you have rejected;
    - (B) if the relevant default relates to an energy bill in respect of which you have made a complaint in good faith or which you have requested the relevant retailer to review, and that complaint or review has not been resolved or completed;
    - (C) if we have not complied with clause 10.2; or
    - (D) if you have formally applied for a Utility Relief Grant and a decision on the application has not been made.

### 7.2 Amount of refundable advances

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

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

### 7.3 Use of refundable advances

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

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

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

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

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

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

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

## 8. SHORTENED COLLECTION CYCLES

### 8.1 Our right to apply a shortened collection cycle

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

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

### 8.2 Notice

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

## 9. SHORTER BILLING CYCLES

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

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

## 10. PAYMENT DIFFICULTIES

### 10.1 Capacity to pay

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

### 10.2 Assessment and assistance to **domestic customers**

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

- (a) you contact us pursuant to clause 10.1 and we do not agree on an alternative payment arrangement; or

- (b) we otherwise believe you are experiencing repeated difficulties in paying your bill or require payment assistance,

we will:

- (c) assess in a timely manner whatever information you provide or we otherwise have concerning your capacity to pay, taking into account advice from an independent financial counsellor if we are unable to adequately make that assessment;
- (d) on request, make available to you documentary evidence of our assessment;
- (e) unless you have in the previous 12 months failed to comply with two instalment plans and do not provide a **reasonable assurance** to us that you are willing to meet payment obligations under a further instalment plan, offer you an instalment plan; and
- (f) provide you with details on **concessions** including the Utility Relief Grant Scheme, telephone information about energy efficiency and advice on the availability of an independent financial counsellor.

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

### 10.3 Energy efficiency field audits

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

### 10.4 Debt collection

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

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

## 11. INSTALMENT PLANS

### 11.1 Options for domestic customers

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

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

### 11.2 Requirements for an instalment plan

Where we offer you an instalment plan we will:

- (a) specify the period of the plan and the amount of the instalments (which will reflect your consumption needs and capacity to pay), the number of instalments and how the amount of them is calculated, the amount of the instalments which will pay your arrears (if any) and estimated consumption during the period of the plan;
- (b) provide for re-calculating the amount of the instalments where the difference between your estimated consumption and actual consumption may result in you being significantly in credit or debit at the end of the period of the plan;

- (c) undertake to monitor your consumption while on the plan and to have in place fair and reasonable procedures to address payment difficulties you may face while on the plan.

### 11.3 **Business customers**

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

## 12. **SUPPLY CAPACITY CONTROL PRODUCTS**

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

## 13. **GROUND FOR DISCONNECTION**

### 13.1 **Non-payment of a bill**

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

- (a) the failure does not relate to an instalment under your first instalment plan with us;
- (b) we have given you:
  - (i) a reminder notice not less than 14 **business days** from the date of dispatch of the bill. The reminder notice will include a new pay by date which is not less than 20 **business days** from the date of dispatch of the bill. No reminder notice will be provided if you are on a shortened collection cycle under clause 8; and
  - (ii) a **disconnection** warning:
    - (A) if you are on a shortened collection cycle under clause 8, not less than 16 **business days** from the date of dispatch of the bill. The **disconnection** warning will include a new pay by date which is not less than 20 **business days** from the date of dispatch of the bill; or
    - (B) otherwise, not less than 22 **business days** from the date of dispatch of the bill. The **disconnection** warning will include a new pay by date which is not less than 28 **business days** from the date of dispatch of the bill;
- (c) we have included in the **disconnection** warning:
  - (i) the telephone number of the Energy and Water Ombudsman Victoria (which we will always include on a **disconnection** warning);
  - (ii) a statement that we may **disconnect** you on a day no sooner than 7 **business days** after the **date of receipt** of the **disconnection** warning;
  - (iii) if you have a **smart meter**, a statement that the **disconnection** could occur remotely; and
  - (iv) a telephone number for payment assistance enquiries; and
- (d) if:
  - (i) you have called our telephone number as set out on the **disconnection** warning, we have responded to your enquiry and provided advice on financial assistance;
  - (ii) you are on a shortened collection cycle under clause 8, we have contacted you in person or by telephone to advise of the imminent **disconnection**,

and, before **disconnection**, you:

- (e) do not provide a **reasonable assurance** to us that you are willing to pay our bills; or
- (f) provide a **reasonable assurance** to us that you are willing to pay our bills, but then:

- (i) do not pay us the amount payable by the pay by date on the relevant **disconnection** warning. This does not apply if we have agreed a new payment arrangement;
- (ii) do not agree to a new payment arrangement within 5 **business days** after the **date of receipt** of the **disconnection** warning; or
- (iii) do not make payments under such a new payment arrangement.

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

### 13.2 **Domestic customers without sufficient income**

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

- (a) also complied with clause 10.2;
- (b) used our **best endeavours** to contact you in person or by telephone, and you have not accepted an instalment plan within 5 **business days** of our offer.

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

- (c) also complied with clause 10.2;
- (d) contacted you in person or by telephone, or after unsuccessfully attempting to contact you once in person or twice by telephone, contacted you by mail, email or SMS; and
- (e) when contacting you, set out all the options for you, and you have not accepted an instalment plan within 5 **business days** of our offer.

### 13.3 **Denying access to the meter**

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

- (a) used **best endeavours**, including by way of contacting you in person or by telephone, to give you an opportunity to offer reasonable access arrangements;
- (b) each time your **meter** is not accessible, given or ensured a representative has given you a notice requesting access to the **meter**; and
- (c) given you a **disconnection** warning including a statement that we may **disconnect** you on a day no sooner than 7 **business days** after the **date of receipt** of the notice,

and due to acts or omissions on your part, your **meter** continues not to be accessible.

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

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

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

### 13.5 **Your right to request disconnection**

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

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

#### 14. NO DISCONNECTION

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

- (a) for non-payment of a bill where the **amount outstanding** is less than the amount prescribed by **applicable regulations**, which as at the date that these terms and conditions were published means \$120 ex GST for Victorian customers;
- (b) if you have formally applied for a Utility Relief Grant and a decision on the application has not been made.

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

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

#### 15. RECONNECTION

##### 15.1 Your right of reconnection

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

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

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

##### 15.2 Time of reconnection

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

- (a) before 3 pm (and after 9 am if you are a **market contract customer**) on a **business day**, we will **reconnect** you on the day of the request; or
- (b) after 3 pm on a **business day**, we will **reconnect** you on the next **business day** or, if the request also is made before 9 pm (or 5 pm for **market contract customers**) and you pay any applicable additional after hours **reconnection** charge, on the day of your request; and
- (c) where we are able to **reconnect** your **supply address** by remote energisation and reasonably believe that we can do so safely we will, subject to paragraphs (a) and (b)

above, use our **best endeavours** to **reconnect** your **supply address** within two hours, and will in any event pass on your request to the **distributor** within one hour after the conclusion of the interaction during which you made the request.

## 16. LIABILITY

### 16.1 Our responsibility for quality and reliability of energy supply

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

### 16.2 Limitation of liability

To the extent permitted by law:

- (a) other than to the extent we are in breach of this contract or negligent in relation to this contract, our liability to you under this contract is limited to five per cent of the value of payments you have made to us under this contract in the three months preceding any claim; and
- (b) if you are a **business customer**, our liability to you under this contract for breach of any term, condition, warranty or guarantee implied to form part of this contract is limited at our election to either:
  - (i) supplying to your **supply address** goods or services equivalent to those supplied under this contract; or
  - (ii) paying the cost of supplying to your **supply address** goods or services equivalent to those supplied under this contract.

### 16.3 Mitigation of loss

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

### 16.4 No exclusion of statutory limitation of liability

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

### 16.5 Indemnity

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

### 16.6 Set off

You hereby agree that we may set off any amount owed by us under this contract against any amount owed to us under this contract or any other contract between you and us, and that our liability to make payment will be reduced by the extent of any such set off.

## 17. FORCE MAJEURE

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

- (a) our obligations under this contract are suspended to the extent to which they are affected by the **force majeure event** as long as the **force majeure event** continues; and
- (b) we will give you prompt notice of that fact including full particulars of the **force majeure event**, an estimate of its likely duration, the obligations affected by it and the



extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

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

## **18. TERM AND TERMINATION**

### **18.1 Your right to terminate**

You may terminate this contract at any time without notice. Such termination does not excuse you from any liability that arises prior to termination.

### **18.2 Our right to terminate**

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

### **18.3 Termination of deemed contract**

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

### **18.4 Responsibility for payment**

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

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

## **19. VARIATIONS TO TARIFF**

### **19.1 Standing offer customers**

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

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

### **19.2 Deemed contract customers**

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

### **19.3 Variations generally**

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

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

**20. ACCESS TO SUPPLY ADDRESS**

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

**21. PROVISION OF INFORMATION****21.1 Customer information**

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

**21.2 Customer charter**

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

**21.3 Energy Retail Code**

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

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

**21.4 Available tariffs**

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

**22. HISTORICAL BILLING AND METERING INFORMATION****22.1 Records**

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

**22.2 Historical billing and meter data**

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

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

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

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

**23. CONTACTING US, COMPLAINTS AND DISPUTE RESOLUTION, PRIVACY****23.1 Contacting us**

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

**23.2 Complaint handling**

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

**23.3 Privacy**

We take privacy very seriously and will treat your information in accordance with our privacy policy – see [powershop.com.au/privacy-policy/](http://powershop.com.au/privacy-policy/).

**23.4 Advice on your rights**

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

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

**24. NOTICES**

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

**25. ASSIGNMENT**

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

**26. INTERPRETATION****26.1 General**

The following rules of interpretation apply to this contract:

- (a) We are not in a position to **connect, disconnect or reconnect** the electrical system at your **supply address** to your **distributor's** distribution system. In this contract unless the context otherwise requires, a reference in a term or condition to us:
  - (i) having a right or not having a right to **disconnect** you is to be construed as a reference to us having a right or not having a right to procure your **distributor** to **disconnect**; or
  - (ii) being obliged to **connect, disconnect or reconnect** you is to be construed as a reference to us being obliged to use our **best endeavours** to procure the **distributor** to **connect, disconnect or reconnect**,  
the electrical system at your **supply address** to your **distributor's** distribution system;

- (b) headings and footnotes are for convenience or information only and do not affect the interpretation of this contract or of any term or condition set out in this contract;
- (c) words importing the singular include the plural and vice versa;
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa;
- (e) a reference to a clause or appendix is to a clause or appendix of this contract;
- (f) a reference to any statute includes all statutes varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and determinations issued under that statute;
- (g) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document;
- (h) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (i) other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning;
- (j) a period of time:
  - (i) which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
  - (ii) which commences on a given day or the day of an act or event is to be calculated inclusive of that day;
- (k) a reference to:
  - (i) a day is a reference to a period commencing immediately after midnight and ending the following midnight; and
  - (ii) a month is a reference to a calendar month; and
- (l) an event which is required under any term or condition set out in this contract to occur on or by a stipulated day which is not a **business day** may occur on or by the next **business day**.

## 26.2 Defined terms

The following definitions apply in this contract unless the context requires otherwise:

- (a) **acceptable identification** in relation to:
  - (i) a **domestic customer**, includes one or more of the following: a driver's licence, a current passport or other form of photographic identification, a Pensioner Concession Card or other current entitlement card issued by the Commonwealth or a birth certificate;
  - (ii) a **business customer** which is a sole trader or partnership, includes one or more of the forms of identification for a **domestic customer** for each of the individuals that conduct the business; and
  - (iii) a **business customer** which is a company, includes the company's Australian Company Number or Australian Business Number.
- (b) **additional retail charge** means a charge relating to the sale of energy by us to you, other than a charge based on the **tariff** applicable to you, and which will be determined in accordance with clause 3.2 of this contract. To avoid doubt:
  - (i) any network charge relating to the supply, but not sale, of energy to your **supply address** is not an **additional retail charge** (whether or not the network charge

- is bundled in our **tariff**);
- (ii) without limiting the above, any charge we impose as a direct pass through of a distribution **tariff**, excluded service charge for electricity, or other charge imposed on us by a **distributor** for **connection** to or use of the **distributor's** distribution system is not an **additional retail charge**; and
  - (iii) any amount payable by you to us in respect of your breach of this contract is not an **additional retail charge**.
- (c) **amount outstanding** means any amount which is not paid by the due date specified in a bill, unless we have agreed a later date for payment, in which case it means any amount which is not paid by the later date we have agreed.
- (d) **applicable regulations** means the regulations that apply to us as an energy retailer and a business generally. This may include, but is not necessarily limited to, one or more of the following:
- (i) the **Retail Law**;
  - (ii) the **Retail Rules**;
  - (iii) the **Electricity Act**;
  - (iv) the **Energy Retail Code**;
  - (v) the **National Electricity Rules**;
  - (vi) the Metrology Procedure: Part A (National Electricity Market), as published by the Australian Energy Market Operator in accordance with clause 7.14.1(a) of the **National Electricity Rules**;
  - (vii) the Metrology Procedure: Part B (National Electricity Market), as published by the Australian Energy Market Operator in accordance with clause 7.14.1(a) of the **National Electricity Rules**;
  - (viii) the Electricity Customer Transfer Code certified by the **ESC**;
  - (ix) the Electricity Customer Metering Code certified by the **ESC**,
- or any other regulatory instrument which substitutes, amends or supplements any of the above.
- (e) **assigned meter identifier** means the National Meter Identifier assigned to your **metering** installation.
- (f) **bank bill rate** means the BBSW 90 day bank bill swap rate.
- (g) **best endeavours** in relation to a person, means the person must act in good faith and do what is reasonably necessary in the circumstances.
- (h) **billing cycle** means the regular recurrent period in which you receive a bill from us.
- (i) **business customer** means a customer who is not a **domestic customer** and is not a large customer as defined in **applicable regulations**.
- (j) **business day** means a day other than a Saturday, Sunday or a **public holiday**.
- (k) **concession** means a concession, rebate or grant including, without limitation, those known as or relating to:
- (i) Winter Energy Concession;
  - (ii) Life Support Machines;
  - (iii) Group Homes;
  - (iv) Multiple Sclerosis or Associated Conditions;
  - (v) Service to Property Charge Supply Concession;
  - (vi) Property Transfer Fee Waiver; and
  - (vii) Utility Relief Grant Scheme.

- (l) **connect** means the making and maintaining of contact between the electrical systems of two persons allowing the supply of electricity between those systems, and **connection** has the corresponding meaning.
- (m) **date of receipt** in relation to a notice given by us to you means:
  - (i) if we hand the notice to you, the date we do so;
  - (ii) if we leave the notice at your property, the date we do so;
  - (iii) if we deliver the notice by post, the date 2 **business days** after we do so; and
  - (iv) if we deliver the notice online or by email, the date we do so.
- (n) **default payment method** means a valid credit card including VISA, Mastercard or American Express, or establishment of a direct debit arrangement.
- (o) **disconnect** means the disconnection of contact between the electrical systems of two persons preventing the supply of electricity between those systems, and **disconnection** has the corresponding meaning.
- (p) **distributor** means a person who holds or is exempt from holding a distribution licence under the *Electricity Act*.
- (q) **domestic customer** means a person who purchases electricity principally for personal, household or domestic use at the relevant **supply address**, or who is a business customer consuming less than 100MWh per annum.
- (r) **Electricity Act** means the Electricity Industry Act 2000 (Vic.).
- (s) **energy contract** means a contract for the sale of electricity by us.
- (t) **Energy Retail Code** means the code by that name certified by the **ESC**.
- (u) **ESC** means the Essential Services Commission under the Essential Services Commission Act 2001 (Vic.).
- (v) **force majeure event** means an event outside the reasonable control of you or us.
- (w) **index read** in relation to **smart meters**, has the meaning given under section 3.3.4 of Meter Data File Format Specification NEM12 & NEM13, published by the Australian Energy Market Operator.
- (x) **last resort event** means when our licence or authorisation (as applicable) is suspended or revoked, or our right to acquire electricity in the wholesale electricity market is suspended or terminated.
- (y) **market contract** means an **energy contract** on pricing and terms and conditions that may differ from our **standing offer** pricing and terms and conditions.
- (z) **market contract customer** means a customer who has accepted a **market contract**.
- (aa) **meter** means the device which measures and records consumption of electrical usage consumed at your **supply address**.
- (bb) **metering data** means the half hourly data collected from a **smart meter**, including any substituted and estimated data that was used in the preparation of your bills.
- (cc) **National Electricity Rules** means the Rules made under the National Electricity Law applicable in Victoria as a result of the operation of section 6 of the National Electricity (Victoria) Act 2005.
- (dd) **public holiday** means a public holiday appointed under the **Public Holidays Act 1993** (Vic.).
- (ee) **reasonable assurance** means an assurance given by you that you will pay us, following which, based on all relevant circumstances leading to and anticipated to follow that assurance, we develop a fair and reasonable expectation that you will pay us.
- (ff) **reconnect** means to **connect** after **disconnection**, and **reconnection** has the corresponding meaning.

- (gg) **responsible** in respect of a **supply address** means responsible for the electricity supplied at the **supply address** for the purposes of settlement of a relevant wholesale electricity market under **applicable regulations**.
  - (hh) **Retail Law** means the National Energy Retail Law set out as a Schedule to the National Energy Retail Law (South Australia) Act 2011 and adopted in other states through various enabling legislative instruments.
  - (ii) **Retail Rules** means the National Energy Retail Rules established under the **Retail Law**.
  - (jj) **smart meter** means an interval **meter** designed to transmit data to a remote locality that meets the functionality requirements for advanced metering infrastructure set out in any relevant Order made under section 46D of the **Electricity Act**.
  - (kk) **standing offer** means an offer made by us as contemplated by section 35 of the **Electricity Act**.
  - (ll) **supply capacity control** means the use, other than the emergency use, of the **smart meter**, to temporarily interrupt electricity supply to you.
  - (mm) **supply address** means the address where you are being supplied electricity, and includes the relevant market connection point (as defined in the **National Electricity Rules**) in respect of that **supply address**.
  - (nn) **tariff** means a price offering from us. Each **tariff** is typically set out in a Price and Product Information Statement or an Energy Fact Sheet, and each such price offering can be found on our website or on government comparison sites such as [www.yourchoice.vic.gov.au](http://www.yourchoice.vic.gov.au) or [www.energymadeeasy.gov.au](http://www.energymadeeasy.gov.au)
  - (oo) **transfer** in respect of a customer and two retailers, means that **responsibility** for the relevant **supply address** of that customer has transferred from one of the retailers to the other.
  - (pp) **writing** means any mode of representing or reproducing words, figures, drawings or symbols in visible form.
-

**Fisheries Act 1995****FISHERIES NOTICE NO. 8/2013**

I, Ross McGowan, Executive Director Regulation and Compliance (Fisheries), as delegate of the Minister for Agriculture and Food Security and having undertaken consultation in accordance with section 3A of the **Fisheries Act 1995** (the Act), make the following Fisheries Notice under section 152 of the Act:

Dated 18 October 2013

ROSS MCGOWAN  
Executive Director Fisheries Victoria

**FISHERIES (RECREATIONAL ABALONE OPEN DAYS) NOTICE NO. 8/2013****1. Title**

This Notice may be cited as the Fisheries (Recreational Abalone Open Days) Notice No. 8/2013.

**2. Objectives**

The objective of this Notice is to specify 61 days during the 12 month period from 1 November 2013 when recreational fishing for abalone is permitted in central Victorian waters.

**3. Authorising provision**

This Notice is made under section 152(1)(b) of the **Fisheries Act 1995**.

**4. Commencement**

This Notice comes into operation on 1 November 2013.

**5. Definitions**

The Fisheries Regulations 2009 (the Regulations) define 'central Victorian waters' as the marine waters between longitude 143° 27' 36" East (mouth of the Aire River near Cape Otway) and 145° 53' 35" East, 38° 50' 19" South (north-western part of Arch Rock in Venus Bay) where the eastern boundary is a line running due west from the most north-western part of Arch Rock to the seaward limit of State waters.

**6. Permitted Recreational Abalone Fishing Days**

This Notice prevails over the abalone closed season specified in the table in regulation 237(1) of the Regulations and permits recreational abalone fishing in central Victorian waters on the following days:

- |                                     |                       |
|-------------------------------------|-----------------------|
| • 16–17 November 2013               | • 15–16 February 2014 |
| • 23–24 November 2013               | • 22–23 February 2014 |
| • 30 November – 1 December 2013     | • 1–2 March 2014      |
| • 7–8 December 2013                 | • 8–10 March 2014     |
| • 14–15 December 2013               | • 15–16 March 2014    |
| • 21–22 December 2013               | • 22–23 March 2014    |
| • 25 December 2013 – 5 January 2014 | • 29–30 March 2014    |
| • 11–12 January 2014                | • 5–6 April 2014      |
| • 18–19 January 2014                | • 12–13 April 2014    |
| • 25–27 January 2014                | • 18–21 April 2014    |
| • 1–2 February 2014                 | • 25–27 April 2014    |
| • 8–9 February 2014                 |                       |

**7. Revocation**

Unless sooner revoked, this Fisheries Notice will be revoked at midnight 31 October 2014.



**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:**

<b>Change Request Number</b>	<b>Road Name</b>	<b>Locality</b>	<b>Proposer &amp; Location</b>
62043	Marcus Road	Wauru Ponds	Greater Geelong City Council (Private Road) The road traverses west from Pigdons Road.
62043	Oldham Road	Wauru Ponds	Greater Geelong City Council (Private Road) The road traverses north from Marcus Road.
62248	Anthony Court	Korumburra	South Gippsland Shire Council The road traverses south from Riflebutts Road.
62674	Conundrum Road	Woodfield	Mansfield Shire Council The road traverses north from Maintongoon Road.
62718	McNaughton Street	Bell Post Hill	Greater Geelong City Council Formerly part Beauford Avenue The road traverses south from Ruhamah Avenue.

**Localities:**

<b>Naming Authority</b>	<b>Affected Localities</b>	<b>Location</b>
Murrindindi Shire Council	Flowerdale and Hazeldene	Murrindindi Shire Council Currently the area from Kinglake West through to just north of Long Gully Road is in the locality of Hazeldene and the area north of there is in the locality of Flowerdale. Flowerdale abuts the locality of Yea in the Junction Hill area and abuts the locality of Strath Creek approximately 1.5km past Moores Road. This is to amalgamate the localities of Hazeldene and Flowerdale as one to be known as Flowerdale. For further details see map at <a href="http://www.dse.vic.gov.au/namingplaces">www.dse.vic.gov.au/namingplaces</a>

**Feature Naming:**

<b>Place Name</b>	<b>Naming Authority &amp; Location</b>
Pennyweight Gully	Ballarat City Council (Long-standing name) Pennyweight Gully is a tributary of the Canadian Creek. Starting at Callow Street (Lat 37 34 03 Long 143 52 10) in Ballarat East its course flows in a Southerly direction across Otway Street South, Joseph Street, Spencer Street, Kline Street, and Richard Streets, crossing Bennett Street in Canadian where its flow terminates just within the perimeter of the Canadian Forest (Lat 37 34 58 Long 143 53 27). The Pennyweight Gully is approximately 2.494 km in length.
Apollo Bay (Foreshore) Neighbourhood Safer Place	Country Fire Authority Apollo Bay Foreshore
Corryong (Attree Park (Town Centre Parkland) adjacent to the Tourist Information Centre) Neighbourhood Safer Place	Country Fire Authority Attree Park (Town Centre Parkland) Adjacent to the Tourist Information Centre
Dimboola (Bicentennial Community Park Between Carpark and High Street) Neighbourhood Safer Place	Country Fire Authority Bicentennial Community Park Between Carpark and High Street
Elmhurst (Mechanics Institute Footpath and forecourt in front) Neighbourhood Safer Place	Country Fire Authority Elmhurst Mechanics Institute Footpath and forecourt in front
Euroa (Service Centre) Neighbourhood Safer Place	Country Fire Authority Euroa Service Centre
Glenthompson (Vacant land adjacent to War Memorial Swimming Pool) Neighbourhood Safer Place	Country Fire Authority Vacant land adjacent to Glenthompson War Memorial Swimming Pool
Hepburn (Recreation Reserve (Laurie Sullivan Reserve) Netball Pavilion) Neighbourhood Safer Place	Country Fire Authority Hepburn Recreation Reserve (Laurie Sullivan Reserve) Netball Pavilion
Kinglake West (Recreation Reserve) Neighbourhood Safer Place	Country Fire Authority Kinglake West Recreation Reserve
Moriac (Newling Reserve/Moriac Community Centre Grassed area at rear of building) Neighbourhood Safer Place	Country Fire Authority Newling Reserve/Moriac Community Centre Grassed area at rear of building
Penshurst (Grassed road reserve at rear of Senior Citizens Centre) Neighbourhood Safer Place	Country Fire Authority Grassed road reserve at rear of Penshurst Senior Citizens Centre
Redesdale (Recreation Reserve (Agnes Mudford Reserve) Oval) Neighbourhood Safer Place	Country Fire Authority Redesdale Recreation Reserve (Agnes Mudford Reserve) Oval

Ruffy (Recreation Reserve Oval 'Maygar Park') Neighbourhood Safer Place	Country Fire Authority Ruffy Recreation Reserve Oval 'Maygar Park'
Sandy Point (Community Centre) Neighbourhood Safer Place	Country Fire Authority Sandy Point Community Centre
Streatham (Memorial Hall Footpath and forecourt in front) Neighbourhood Safer Place	Country Fire Authority Streatham Memorial Hall Footpath and forecourt in front
Taradale (Hall) Neighbourhood Safer Place	Country Fire Authority Taradale Hall
Thornton (Recreation Reserve Oval) Neighbourhood Safer Place	Country Fire Authority Thornton Recreation Reserve Oval
Winchelsea (Service Lane/Shopping Strip Car Park) Neighbourhood Safer Place	Country Fire Authority Service Lane/Shopping Strip Car Park
Yarck (Recreation Reserve) Neighbourhood Safer Place	Country Fire Authority Yarck Recreation Reserve

Office of Geographic Names

Land Victoria  
570 Bourke Street  
Melbourne 3000

JOHN E. TULLOCH  
Registrar of Geographic Names

**Interpretation of Legislation Act 1984****MINERAL RESOURCES (SUSTAINABLE DEVELOPMENT)  
(MINERAL INDUSTRIES) REGULATIONS 2013****Notice of Incorporation of Documents and Address for Inspection of Documents**

As required by section 32(3) of the **Interpretation of Legislation Act 1984**, notice is given that the Mineral Resources (Sustainable Development) (Mineral Industries) Regulations 2013 apply, adopt or incorporate the following documents:

<b>Statutory Rule Provision</b>	<b>Title of applied, adopted or incorporated document</b>	<b>Matter in applied, adopted or incorporated document</b>
Regulation 10	Australian Standard AS 1038.5-1998 Standards for Coal and coke – Analysis and testing – Gross calorific value, published by Standards Australia on 5 June 1998	The whole
Regulation 11(2)	List of recognised overseas professional organisations as published by the Australasian Joint Ore Reserves Committee on its website from time to time	The whole list of recognised professional organisations
Regulations 11(2)	List of recognised overseas professional organisations as published by the Australian Stock Exchange on its website from time to time	The whole list of recognised professional organisations

A copy of the material applied, adopted or incorporated by the Regulations has been lodged with the Clerk of the Parliaments and is available for inspection by the public, free of charge, during normal business hours at the Department of State Development, Business and Innovation, 121 Exhibition St, Melbourne Vic. 3000, telephone: (03) 9651 9999.

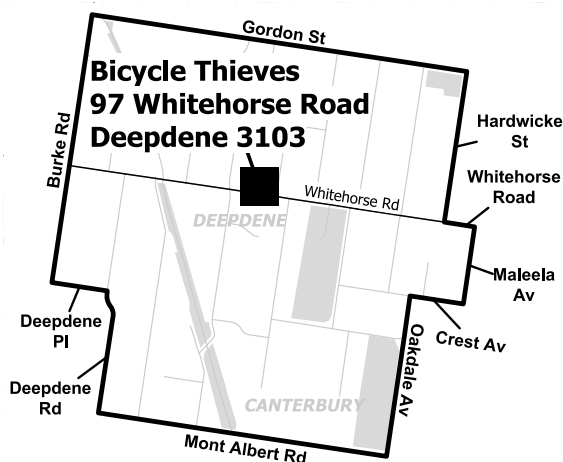
HON. NICHOLAS KOTSIRAS  
Minister for Energy & Resources

**Liquor Control Reform Act 1998****LIQUOR LICENSING POLL****Deepdene Neighbourhood**

The Victorian Commission for Gambling and Liquor Regulation (VCGLR) has received an application for a Restaurant and Cafe Licence for Bicycle Thieves, 97 Whitehorse Road, Deepdene. As the application for a licence is in a 'dry area', the VCGLR, pursuant to clause 17 of Schedule 3 of the **Liquor Control Reform Act 1998**, has ordered a poll of electors in the neighbourhood surrounding the above premises. The VCGLR determines this neighbourhood. The Victorian Electoral Commission will conduct the poll entirely by post.

1. The neighbourhood indicated by the VCGLR

The Bicycle Thieves poll is within the following boundaries:



2. The resolution to be submitted to the electors

Electors in the licensing poll neighbourhood will be asked to vote 'yes' or 'no' with respect to the following resolution:

'That a Restaurant and Cafe Licence be granted in the neighbourhood of the premises situated at 97 Whitehorse Road, Deepdene.'

3. Persons entitled to vote in the poll

All electors who reside within the neighbourhood indicated, and who were enrolled on the electoral roll used for State elections at 5.00 pm on Friday 27 September 2013, must vote in the poll.

Copies of the official roll for the poll may now be inspected at the Victorian Electoral Commission, Level 11, 530 Collins Street, Melbourne.

4. Voting is compulsory

Electors enrolled in the licensing poll neighbourhood at 5.00 pm on Friday 27 September 2013, must vote. The penalty for failing to vote without a valid and sufficient reason is currently \$72.00.

5. Postal voting

The poll will be conducted entirely by post. Ballot papers will be mailed to all eligible electors on Wednesday 6 November 2013. To be included in the count, completed ballot papers must be received by the VEC by 5.00 pm on Tuesday 26 November 2013.

6. Early voting

If you will be away when the ballot packs are mailed out, please call 131 832 to arrange an early postal vote.

PHILLIPPA HESKETT  
Election Manager

**Livestock Disease Control Act 1994****ORDER DECLARING A CONTROL AREA FOR NEWCASTLE DISEASE AND PROHIBITIONS ON THE ENTRY OF DOMESTIC CHICKENS INTO VICTORIA**

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

**1. Objectives**

The objectives of this Order are to –

- a) declare the whole of Victoria a Control Area for the exotic disease Newcastle disease;
- b) specify the requirements which are to operate in the control area;
- c) prohibit the entry of domestic chickens (*Gallus domesticus*) into the Control Area except under specified circumstances.

**2. Authorising provision**

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

**3. Duration of Order**

This Order has effect for 12 months from 1 November 2013.

**4. Revocation**

The Order made on 29 October 2012 under section 29 of the **Livestock Disease Control Act 1994** by the Minister for Agriculture and Food Security declaring a control area for Newcastle disease and published in Government Gazette G 45 on 8 November 2012, pages 2537 and 2538 is revoked.

**5. Definitions**

In this Order –

‘**Chief Veterinary Officer**’ means the Chief Veterinary Officer of the Department of Environment and Primary Industries;

‘**commercial poultry flock**’ means a managed group of more than 1,000 domestic chickens (*Gallus domesticus*);

‘**Director Animal Biosecurity and Welfare**’ means the Director Animal Biosecurity and Welfare of the Department of Environment and Primary Industries;

‘**vaccination**’ means administration of Newcastle disease vaccine in accordance with Manufacturer’s recommendations;

‘**Standard Operating Procedures**’ means the Newcastle Disease Vaccination Standard Operating Procedures 2013–2016 of the National Newcastle Disease Management Plan 2013–2016.

**6. Control Area**

The whole of Victoria is declared to be a Control Area in respect of the exotic disease Newcastle disease for commercial poultry flocks.

**7. Requirements in the Control Area**

- (1) The owner of a commercial poultry flock in the Control Area must ensure that all chickens in the flock are vaccinated and serologically monitored to demonstrate vaccination efficacy in accordance with the Standard Operating Procedures, unless otherwise approved in writing by the Chief Veterinary Officer or the Director Animal Biosecurity and Welfare.
- (2) The owner of a commercial poultry flock in the Control Area must –
  - (a) maintain for 3 years a record of all vaccine use by type of vaccine, date of administration, location, and age and number of chickens vaccinated;

- (b) advise the Chief Veterinary Officer of any adverse reactions to the vaccine within 48 hours of the event;
- (c) only introduce domestic chickens for inclusion in the commercial poultry flock that have been vaccinated in accordance with the Standard Operating Procedures, and that are accompanied by a vendor declaration stating the age and number of the chickens and the date(s) and type(s) of Newcastle disease vaccine administered, unless otherwise approved by the Director Animal Biosecurity and Welfare;
- (d) maintain for 3 years a record of vendor declarations received under sub-clause (3)(c) for poultry introduced to the flock;
- (e) maintain for 3 years records of any serological monitoring for Newcastle disease undertaken on the flock;
- (f) in accordance with any directions of the Director Animal Biosecurity and Welfare, submit the commercial poultry flock for sampling for Newcastle disease to a registered veterinary practitioner, an Inspector of Livestock, or a person authorised by the Director Animal Biosecurity and Welfare. Such samples must be submitted to a registered veterinary diagnostic laboratory for testing;
- (g) promptly provide access to records referred to in this part to an Inspector of Livestock upon request.

#### 7. Exemption

Clause 6 of this Order does not apply to the owner of Specific Pathogen Free poultry or other highly biosecure commercial poultry who is the holder of a permit issued under section 30(2) of the **Livestock Disease Control Act 1994** and who is operating in accordance with the conditions of that permit.

#### 8. Prohibition on Entry

A person must not introduce domestic chickens into the Control Area for inclusion in a commercial poultry flock unless the chickens have been vaccinated in accordance with the Standard Operating Procedures and are accompanied by a vendor declaration stating the age and number of the chickens and the date(s) and type(s) of Newcastle disease vaccine administered, other than with an authority approved by the Director Animal Biosecurity and Welfare, and subject to any conditions or limitations set out in that authority.

Dated 17 October 2013

PETER WALSH MP  
Minister for Agriculture and Food Security

### **Livestock Disease Control Act 1994**

#### NOTICE OF ORDER

##### Order Declaring a Control Area for Newcastle Disease and Prohibitions on the Entry of Domestic Chickens into Victoria

I, Peter Walsh, Minister for Agriculture and Food Security, give notice of the making of an Order under section 29 of the **Livestock Disease Control Act 1994** declaring the whole of Victoria to be a Control Area in respect of the exotic disease, *Newcastle disease*.

The Order has effect for 12 months from 1 November 2013.

A copy of the Order may be obtained by telephoning the office of the Chief Veterinary Officer on (03) 9217 4390.

Dated 17 October 2013

PETER WALSH MP  
Minister for Agriculture and Food Security

**Magistrates' Court Act 1989****NOTICE SPECIFYING MAGISTRATE ASSIGNED TO  
THE FAMILY VIOLENCE COURT DIVISION**

Pursuant to Section 4H (3) of the **Magistrates' Court Act 1989**, I assign the following magistrates to the Family Violence Court Division of the Magistrates' Court of Victoria:

Peter Mithen

Cynthia Toose

Dated 21 October 2013

PETER LAURITSEN  
Chief Magistrate

**Major Transport Projects Facilitation Act 2009****APPOINTMENT OF MINISTER TO BE  
THE PROJECT MINISTER FOR A DECLARED PROJECT  
(Section 14)**

I, the Hon Dr Denis Napthine MP, Premier of Victoria, in accordance with section 14 of the **Major Transport Projects Facilitation Act 2009**, appoint the Hon Terry Mulder MP, Minister for Roads, to be the Project Minister for the declared project known as Section 2 of the Western Highway Duplication Project.

This notice is effective from the date of publication in the Government Gazette.

THE HON DR DENIS NAPTHINE MP  
Premier of Victoria

**Marine Safety Act 2010****Section 208(2)****NOTICE OF ACTIVITY EXCLUSION ZONE**

In accordance with section 208(2) of the **Marine Safety Act 2010**, Parks Victoria (the waterway manager for the Yarra River upstream of the port waters of the Port of Melbourne) gives notice that the waters of the Yarra River area detailed below in Table 1, are prohibited to all persons and vessels not registered and approved to take part in the 2013 Australian Boat Race.

The exclusion zone takes effect between 9.00 am and 11.00 am on Sunday 27 October 2013.

**Table 1: Yarra River Exclusion Zone**

From 09.00 hours to 11.00 hours, the waters bounded by:

- (i) A line extending from a point 37°49'09.3"S, 144°57'54.8"E to a point 37°49'11.8"S, 144°57'54.5"E;
- (ii) A line extending from a point 37°49'54.5"S, 145°00'28.5"E; to a point 37°49'55.6"S, 145°00'27.5"E.

Dated 10 October 2013

ANDREW MARSHALL  
As delegate of Parks Victoria



**Marine Safety Act 2010**

## Section 208(2)

## NOTICE OF ACTIVITY EXCLUSION ZONE

In accordance with section 208(2) of the **Marine Safety Act 2010**, Parks Victoria (the waterway manager for the Yarra River upstream of the port waters of the Port of Melbourne) gives notice that the waters of the Yarra River between:

- (a) the downstream edge of Princess Bridge, and
- (b) the upstream edge of Federation Wharf, to a point on the southern side of the Yarra (adjacent to the Melbourne Grammar boat shed)

are prohibited to all persons and vessels not registered to take part in the Diwali Festival Fireworks Display. The exclusion zone takes effect between 8.00 pm until 11.00 pm on Saturday 26 October 2013.

Dated 19 September 2013

CHRIS HARDMAN  
As delegate of Parks Victoria

**Marine Safety Act 2010**

## NOTICE OF BOATING ACTIVITY EXCLUSION ZONE

I, Steve Cawcour, the Chief Executive Officer of the Strathbogie Shire Council, Waterways Manager of the Goulburn River and Nagambie Lakes, declare under section 203(3) of the **Marine Safety Act 2010** that the 'Head of the Goulburn Regatta' proposed by the Nagambie Rowing Club has been granted an exemption to the rules for the Goulburn River from the upstream boundary of the 5 knot zone at Tahbilk Winery to the upstream boundary of the 5 knot zone at Nagambie Lakes Leisure Park, and with Furlong Cove to be closed to all vessels on Saturday 26 October 2013 from 8 am to 2 pm unless participating in the Nagambie Rowing Club event – Head of the Goulburn.

Furthermore, competing boats may exceed 5 knots when coming to the finish line in the 5 knot zone located opposite Tahbilk Winery, and the Nagambie Rowing Club has applied for an exemption to the rule in this zone for the duration of the event.

The Strathbogie Shire Council has determined that this activity exclusion zone is a necessary measure to ensure the proposed activity can occur in the safest possible manner.

Dated 18 October 2013

STEVE CRAWCOUR  
Chief Executive Officer

**Road Safety Act 1986**

## DECLARATION UNDER SECTION 99B(4) IN RELATION TO

THE 2013 BENALLA FESTIVAL STREET PARADE, BENALLA, ON 9 NOVEMBER 2013

**1 Purpose**

The purpose of this Declaration is to exempt participants in the 2013 Benalla Festival Street Parade from specified provisions of the Road Safety Road Rules 2009 with respect to the Event, which is a non-road activity to be conducted on Midland Highway and Benalla–Winton Road, Benalla, on 9 November 2013.

**2 Authorising provision**

This notice is made under section 99B(4) of the **Road Safety Act 1986**. Section 99B(4) provides that the Minister may, on the application of a person proposing to conduct a non-road activity on a highway, by notice published in the Government Gazette, declare that specified provisions of the **Road Safety Act 1986** and of the regulations made under that Act do not apply with respect to the non-road activity specified in the notice during the period specified in the notice.

**3 Commencement**

This notice takes effect on 9 November 2013 at 12:30 pm.

**4 Expiry**

This notice expires on 9 November 2013 at 1:30 pm.

**5 Definitions**

In this notice, unless the context or subject-matter otherwise requires –

- a) ‘Event’ means the 2013 Benalla Festival Street Parade, to be held on 9 November 2013; and
- b) ‘Participants’ means participants in the Event, including officers, members and authorised agents of the Benalla Rural City Council, whose presence is reasonably required to ensure the safe conduct of the Event.

**6 Declaration**

I, Peter Todd, Acting Chief Executive, as delegate of the Minister for Roads, under section 99B(4) of the **Road Safety Act 1986**, declare that the provisions of the Road Safety Road Rules 2009 specified in Table 1 do not apply to Participants engaged in activities forming part of the Event on the highway specified in column 1 of Table 2, on the date and during the period specified in column 2 of Table 2.

**Table 1****Provisions of the Road Safety Road Rules 2009 that do not apply to participants in the Event**

<b>Road Safety Road Rules 2009</b>	
Part 9	Roundabouts
Part 11	Keeping Left, Overtaking and Other Driving Rules
Part 12	Restrictions on Stopping and Parking
Part 14	Rules for Pedestrians
Part 16	Rules for Persons Travelling on or in Vehicles
Rule 298	Driving with a person in a trailer

**Table 2**

<i>Column 1</i> <b>Highway</b>	<i>Column 2</i> <b>Date and time</b>
Midland Highway between Arundel Street and Nunn Street	9 November 2013, between 12:30 pm and 1:30 pm
Benalla–Winton Road between Nunn Street and Benalla–Tatong Road	9 November 2013, between 12:30 pm and 1:30 pm

Dated 15 October 2013

PETER TODD  
Acting Chief Executive  
Roads Corporation

**Veterinary Practice Act 1997**

## Determination of Fees

Under section 86 of the **Veterinary Practice Act 1997**, I, Roslyn Anne Nichol, President, Veterinary Practitioners Registration Board of Victoria, determine that the prescribed fees for the provisions of the **Veterinary Practice Act 1997** shall be in accordance with this Schedule for the period 1 January to 31 December 2014.

## SCHEDULE

PROVISION	FEE (\$)
New general registration	455.00
New General Registration <u>from 1 July in any year</u>	297.50
Re-Registration (incl application fee)	455.00
Re-Registration <u>from 1 July in any year</u>	297.50
Registration as a Specialist under NRVr	655.00
Registration as a Specialist under NRVr <u>from 1 July in any year</u>	387.50
Specific Registration	455.00
Non-Practising Registration	60.00
Non-Practising conversion to General Registration	395.00
Endorsement as a Specialist	535.00
Endorsement as a Specialist <u>from 1 July in any year</u>	387.50
Annual General Renewal	315.00
Late General Renewal (up to 31 March fee <u>additional fee</u> )	150.00
Specialist Renewal (annual)	415.00
Specialist Late Renewal (up to 31 March fee <u>additional fee</u> )	150.00
General Restoration (after 31 March and up to two years)	435.00
Specialist Restoration (after 31 March and up to two years)	535.00
Letters of professional standing	50.00
Letters of professional standing (each additional)	10.00
Replacement certificate of registration (General or Specialist)	60.00
Replacement renewal card (General or Specialist)	25.00
Handbook - Act and Guidelines (incl postage & GST)	20.00
Posters (incl postage and GST)	15.00
Full copy of Register	1700.00
Partial copy	850.00
Multiple extracts	425.00
Single extracts	25.00

2 October 2013

ROSLYN NICHOL BVSc  
President

Veterinary Practitioners Registration Board of Victoria

**Planning and Environment Act 1987**  
**VICTORIA PLANNING PROVISIONS**

Notice of Approval of Amendment

Amendment VC102

The Minister for Planning has approved Amendment VC102 to the Victoria Planning Provisions (VPP) and all planning schemes in Victoria.

The Amendment comes into operation on the 28 October 2013.

The Amendment changes the Victoria Planning Provisions and all planning schemes in Victoria by:

- amending Clause 52.01 – Public open space contribution and subdivision;
- amending Clause 52.29 – Land adjacent to a Road Zone, Category 1, or a Public Acquisition Overlay for a Category 1 Road; and
- amending Clause 66 – Referral and notice provisions.

The Amendment changes the VPP and some planning schemes by amending Clause 45.01 – Public Acquisition Overlay.

The Amendment changes all planning schemes by amending the schedule to Clause 66.04 – Referral of permit applications under local provisions.

The Amendment changes some planning schemes by amending the schedule to Clause 45.01 – Public Acquisition Overlay in 69 planning schemes.

The Amendment is available for public inspection on the Department of Transport, Planning and Local Infrastructure (DTPLI) website, [www.dpcd.vic.gov.au/planning/publicinspection](http://www.dpcd.vic.gov.au/planning/publicinspection)

JOHN PHILLIPS

Director

Planning and Building Systems

Department of Transport, Planning and Local Infrastructure

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**Planning and Environment Act 1987**

Section 12(2)(a)

MINISTERIAL DIRECTION NO. 11

I, Matthew Guy, Minister for Planning, amend 'Ministerial Direction No. 11 – Strategic Assessment of Amendments' prepared under section 12(2)(a) of the **Planning and Environment Act 1987** by replacing the Direction with a new Direction as at **Attachment 1**.

MATTHEW GUY MLC  
Minister for Planning

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**Attachment 1**

*Planning and Environment Act 1987*  
Section 12(2)(a)

**DIRECTION NO. 11**

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## **STRATEGIC ASSESSMENT OF AMENDMENTS**

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### **Purpose**

1. The purpose of this Direction is to ensure a comprehensive strategic evaluation of a planning scheme amendment and the outcomes it produces.

### **Application**

2. This Direction applies to all planning scheme amendments other than classes of amendments prescribed in regulation 9A of the Planning and Environment Regulations 2005.

### **Requirements to be met**

3. In preparing an amendment a planning authority must:
  - (1) Evaluate and include in the explanatory report a discussion about how the amendment addresses the following strategic considerations:
    - Why is an amendment required?
    - How does the amendment implement the objectives of planning in Victoria?
    - How does the amendment address any environmental, social and economic effects?
    - How does the amendment address any relevant bushfire risk?
    - Does the amendment comply with the requirements of any other Minister's Direction applicable to the amendment?
    - How does the amendment support or implement the State Planning Policy Framework and any adopted State policy?
    - How does the amendment support or implement the Local Planning Policy Framework, and specifically the Municipal Strategic Statement?
    - Does the amendment make proper use of the Victoria Planning Provisions?
    - How does the amendment address the views of any relevant agency?
    - Does the amendment address the requirements of the Transport Integration Act 2010?
  - (2) Assess the impact of the new planning provision on the resource and administration costs of the responsible authority.

**Exemption by Minister**

4. The Minister may grant an exemption from the need to comply with this Direction in relation to a particular amendment. An exemption may be granted subject to conditions.

**MATTHEW GUY MLC**

Minister for Planning

Date: 18 October 2013

Commencement Details	
Commenced	28 October 2013

**Planning and Environment Act 1987**

Section 12(2)(a)

MINISTERIAL DIRECTION NO. 15

I, Matthew Guy, Minister for Planning, amend 'Ministerial Direction No. 15 – The Planning Scheme Amendment Process' prepared under section 12(2)(a) of the **Planning and Environment Act 1987** by replacing the Direction with a new Direction as at **Attachment 1**.

MATTHEW GUY MLC  
Minister for Planning

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**Attachment 1**

*Planning and Environment Act 1987*  
Section 12(2)(a)

**DIRECTION NO. 15**

## **THE PLANNING SCHEME AMENDMENT PROCESS**

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**Purpose**

1. The purpose of this Direction is to set times for completing steps in the planning scheme amendment process.

**Application**

2. This Direction applies to the Minister for Planning, the Secretary to the Department, Panels appointed under Part 8 of the *Planning and Environment Act 1987* (Act), and all planning authorities in Victoria.

**Definition**

3. In section 3 of the Act *business day* means a day other than—
  - (1) a Saturday or a Sunday; or
  - (2) a day appointed under the *Public Holidays Act 1993* as a public holiday or public half-holiday.

**Directions****4. Exhibition and notice of amendment**

- (1) A planning authority must give notice of an amendment as required by Division 1 of Part 3 of the Act:
  - (a) within 40 business days of receiving authorisation to prepare the amendment under section 8A, 8B or 9 of the Act; or
  - (b) if the planning authority may prepare the amendment without the Minister's authorisation under section 8A(7) of the Act, within 40 business days after the end of the period of 10 business days referred to in that section.

Note 1: Section 8A(7) of the Act applies to an application for authorisation made by a municipal council as planning authority for its municipal district. If within 10 business days of receiving an application for authorisation from a council, the Minister has not notified the council of his or her decision, the council may prepare the amendment without authorisation.

Note 2: Section 17(3) of the Act requires a planning authority to give copies of an amendment and other documents to the Minister at least 10 business days before it gives notice of the amendment under section 19 of the Act.

**Public submissions about an amendment**

- (2) Before notice of an amendment is given under section 19 of the Act, a planning authority must, with the agreement of Planning Panels Victoria, set a date for a Directions Hearing and a Panel Hearing to consider any submissions that must be referred under section 23(1)(b) of the Act. This does not apply if the planning authority only gives notice of the amendment under section 19(1)(c) of the Act.
- (3) The planning authority must request the appointment of a Panel under Part 8 of the Act within 40 business days of the closing date for submissions unless a Panel is not required.

**Panel hearing**

- (4) A Panel appointed under Part 8 of the Act to consider submissions to an amendment must commence carrying out its functions under that Part or Part 3 of the Act within 20 business days of its appointment.
- (5) A Panel must provide its report to the planning authority under section 25 of the Act as follows:
  - (a) If the Panel consists of one member, the report must be provided to the planning authority within 20 business days after the last date of the Panel hearing or after all information necessary to prepare the report has been received by the Panel.
  - (b) If the Panel consists of two members, the report must be provided to the planning authority within 30 business days after the last date of the Panel hearing or after all information necessary to prepare the report has been received by the Panel.
  - (c) If the Panel consists of three or more members, the report must be provided to the planning authority within 40 business days after the last date of the Panel hearing or after all information necessary to prepare the report has been received by the Panel.

**Decision on amendment by a planning authority**

- (6) A planning authority must make a decision to abandon an amendment under section 28 or adopt an amendment under section 29 of the Act (as the case may be) as follows:
  - (a) If no submissions have been referred to a Panel under section 23 of the Act, the planning authority must make the decision within 60 business days of the closing date for submissions.
  - (b) If a Panel was appointed to consider submissions to the amendment, the planning authority must make the decision within 40 business days of the date it receives the Panel's report.

**Submission of an adopted amendment to the Minister**

- (7) A planning authority must submit an adopted amendment under section 31 of the Act, together with the prescribed information, within 10 business days of the date the amendment was adopted.

**Decision by the Minister**

- (8) If a planning authority submits an adopted amendment to the Minister in accordance with the requirements of section 31 of the Act, the Minister must make a decision on the amendment within 40 business days of receiving the adopted amendment.

**Exemption by Minister**

5. The Minister may grant an exemption from the need to comply with one or more of the requirements of this Direction in relation to a particular amendment. An exemption may be granted subject to conditions.

**Transitional provisions**

6. (1) If a planning authority:
- (a) was authorised to prepare an amendment under section 8A or 9 of the Act before 25 October 2012, clause 4(1) of this Direction does not apply to that amendment;
  - (b) has given notice of an amendment under section 19 of the Act before 25 October 2012, clauses 4(2), 4(3) and 4(6) of this Direction do not apply to that amendment;
  - (c) has adopted an amendment under section 29 of the Act before 25 October 2012, clause 4(7) of this Direction does not apply to that amendment;
  - (d) has submitted an amendment to the Minister under section 31 of the Act before 25 October 2012, clause 4(8) of this Direction does not apply to that amendment.
- (2) If a Panel has been appointed under Part 8 of the Act to consider submissions to an amendment before 25 October 2012, clauses 4(4) and 4(5) of this Direction do not apply to that amendment.

**MATTHEW GUY MLC**

Minister for Planning

Date: 18 October 2013

Commencement Details	
Commenced	28 October 2013

## ORDERS IN COUNCIL

### Control of Weapons Act 1990

#### AMENDMENT TO EXEMPTION FOR CORRECTIONS OFFICERS TO POSSESS EXTENDABLE BATONS

##### Order in Council

The Governor in Council, under section 8B of the **Control of Weapons Act 1990**, amends the Order in Council dated 7 May 2013 and published in Government Gazette G19 on 9 May 2013, which exempts classes of corrections officers to bring into Victoria, purchase, possess, carry or use extendable batons for the purposes specified in that Order, as follows –

in the Table in that Order, which shows the exempted class of person in Column 1 and the purpose of the exemption in Column 2, add the following to the end of the Table:

A prison officer of Corrections Victoria assigned to the Spring Unit at the Melbourne Assessment Prison	That person's official duties when assigned to the Spring Unit at the Melbourne Assessment Prison
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This Order comes into effect from the date it is published in the Government Gazette.

Dated 22 October 2013

Responsible Minister:

KIM WELLS MP

Minister for Police and Emergency Services

YVETTE CARISBROOKE  
Clerk of the Executive Council

### Major Transport Projects Facilitation Act 2009

#### DECLARATION OF A TRANSPORT PROJECT (Section 10)

##### Order in Council

The Governor in Council, under section 10(1)(b) of the **Major Transport Projects Facilitation Act 2009** ('the Act'), declares the transport project known as Section 2 of the Western Highway Duplication Project to be a declared project to which the Act (other than Parts 3 and 8) applies.

This Order comes into effect on the date it is published in the Government Gazette.

Dated 22 October 2013

Responsible Minister:

THE HON DR DENIS NAPTHINE MP

Premier

YVETTE CARISBROOKE  
Clerk of the Executive Council

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

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

- |                               |   |
|-------------------------------|---|
| 124. <i>Statutory Rule:</i>   | Victorian Civil and Administrative Tribunal (Amendment No. 8) Rules 2013                |
| <i>Authorising Act:</i>       | Victorian Civil and Administrative Tribunal Act 1998                                    |
| <i>Date first obtainable:</i> | 17 October 2013   |
| <i>Code A</i>                 |   |
| 125. <i>Statutory Rule:</i>   | Dangerous Goods (Explosives) and (Transport by Road or Rail) Amendment Regulations 2013 |
| <i>Authorising Act:</i>       | Dangerous Goods Act 1985  |
| <i>Date first obtainable:</i> | 17 October 2013   |
| <i>Code A</i>                 |   |
| 126. <i>Statutory Rule:</i>   | Mineral Resources (Sustainable Development) (Mineral Industries) Regulations 2013       |
| <i>Authorising Act:</i>       | Mineral Resources (Sustainable Development) Act 1990                                    |
| <i>Date first obtainable:</i> | 17 October 2013   |
| <i>Code F</i>                 |   |

- |                               |  |
|-------------------------------|--|
| 127. <i>Statutory Rule:</i>   | Planning and Environment (Fees) Further Interim Regulations 2013 |
| <i>Authorising Act:</i>       | Planning and Environment Act 1987                                |
| <i>Date first obtainable:</i> | 21 October 2013  |
| <i>Code B</i>                 |  |
| 128. <i>Statutory Rule:</i>   | Subdivision (Fees) Further Interim Regulations 2013              |
| <i>Authorising Act:</i>       | Subdivision Act 1988   |
| <i>Date first obtainable:</i> | 21 October 2013  |
| <i>Code A</i>                 |  |

### PRICING FOR SPECIAL GAZETTE, PERIODICAL GAZETTE AND VICTORIAN LEGISLATION

Retail price varies according to the number of pages in each Victoria Government Special Gazette, Victoria Government Periodical Gazette and Victorian legislation. The table below sets out the prices that apply.

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