



# Victoria Government Gazette

By Authority of Victorian Government Printer

**No. G 2 Thursday 9 January 2014**

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**GENERAL**

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**Advertisers Please Note**

As from 9 January 2014

The last Special Gazette was No. 5 dated 8 January 2014.

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)  
AUSTRALIA DAY HOLIDAY 2014**

**Please Note:**

The Victoria Government Gazette (General) for AUSTRALIA DAY HOLIDAY week (G5/14) will be published on **Thursday 30 January 2014**.

**Copy deadlines:**

Private Advertisements **9.30 am on Friday 24 January 2014**

Government and Outer

Budget Sector Agencies Notices **9.30 am on Tuesday 28 January 2014**

**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 partnership between John Walter Kenyon (also known as Jack Kenyon) and Nedjet Simseker (also known as Nick Simseker), trading as Kenyon Kitchens of 147 Whitehorse Road, Blackburn, Victoria 3130, has been dissolved with effect from end of business 20 December 2013.

DAVID DAVIS & ASSOCIATES,  
Suite 4, 368 George Street, Fitzroy, Victoria 3065.

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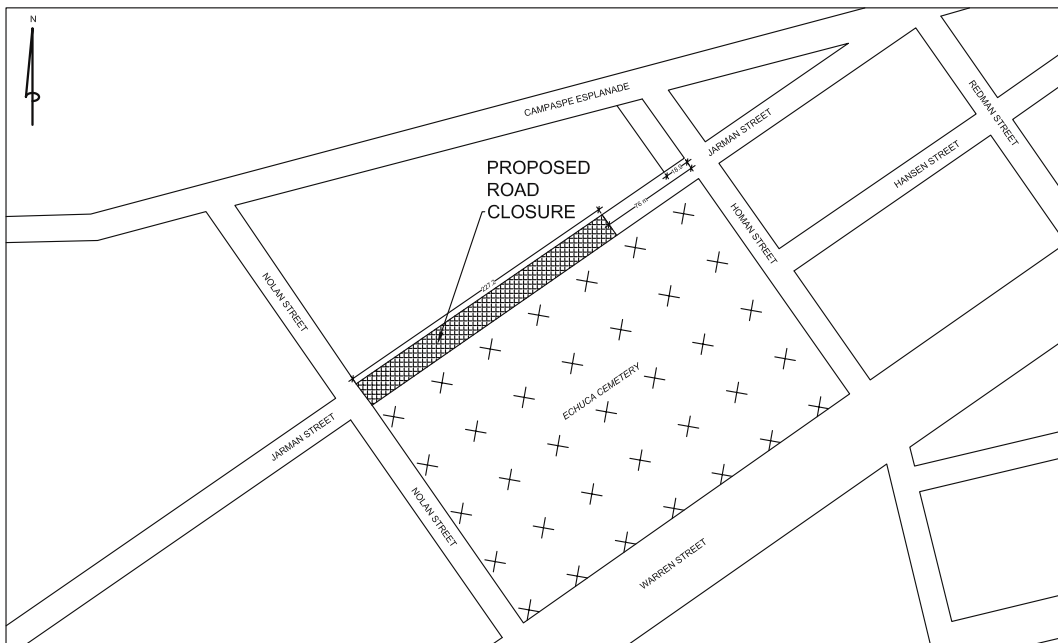
**GOVERNMENT AND OUTER BUDGET  
SECTOR AGENCIES NOTICES**



**ROAD DISCONTINUANCE**

Pursuant to section 206(1) and Clause 3(a) of Schedule 10 of the **Local Government Act 1989** ('the Act'), the Campaspe Shire Council at its ordinary meeting held on 21 May 2013, having considered the submissions received under section 223 of the Act, resolved to discontinue that part of Jarman Street, Echuca, shown hatched on the Plan below, and the subject land being Crown Land will be reserved and used as an addition to the Echuca Cemetery Reserve.

**PLAN FOR ROAD CLOSURE  
COUNTY OF RODNEY, PARISH OF ECHUCA WEST  
TOWNSHIP OF ECHUCA**



LOCALITY PLAN: ECHUCA WEST

**Planning and Environment Act 1987**

## BAW BAW PLANNING SCHEME

## Notice of Preparation of Amendment

## Amendment C104

## Authorisation A02697

The Baw Baw Shire Council has prepared Amendment C104 to the Baw Baw Planning Scheme.

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

The land affected by the Amendment is nominally the entire Baw Baw Shire as part of the adopted 'Baw Baw Settlement Management Plan (SMP), August 2013' and subsequent Local Planning Policy Framework (LPPF) review.

The Amendment proposes to incorporate the SMP through referencing in the LPPF, updated town structure plans and the application of zones and overlays.

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, Baw Baw Shire Council, 61 Smith Street, Warragul; 33 Young Street, Drouin; Technology Centre, Princes Highway, Trafalgar; 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); and at Council's website, [www.bawbawshire.vic.gov.au/Amendments](http://www.bawbawshire.vic.gov.au/Amendments)

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 21 February 2014. A submission must be sent to the Baw Baw Shire Council, PO Box 304, Warragul 3820.

HELEN ANSTIS  
Chief Executive Officer  
Baw Baw Shire Council

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 10 March 2014, 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.

DAWSON, David Robert, late of Room 12, Kingston Centre, Warrigal Road, Cheltenham, Victoria 3192, retired, deceased, who died on 18 October 2013.

HANDCOCK, Graeme Gilbert, late of James Barker House, 64 Buckley Street, Footscray, Victoria 3011, deceased, who died on 19 March 2013.

HYDER, Carol Dawn, late of 5 Baltusrol Close, Sunbury, Victoria 3429, deceased, who died on 26 September 2013.

LEIS, Liliana, late of 18 Canterbury Street, Sorrento, Victoria 3943, deceased, who died on 10 October 2013.

McINTOSH, Alexander, late of Yarriambiack Lodge, 18A Dimboola Road, Warracknabeal, Victoria 3393, retired, deceased, who died on 5 August 2013.

McLEISH, Dorothy May, late of Faversham House, 27 Shierlaw Avenue, Canterbury, Victoria 3126, deceased, who died on 5 October 2013.

MORGAN, Lyn, late of James Barker House, 64 Buckley Street, Footscray, Victoria 3011, deceased, who died on 20 August 2013.

NUGENT, Richard James, late of Plateau View Aged Care Facility, 7/11 Veterans Parade, Collaroy Plateau, NSW 2097, pensioner, deceased, who died on 2 August 2013.

O'BRIEN, Clifford James, late of 16 Dallas Street, Mentone, Victoria 3194, retired, deceased, who died on 8 October 2013.

SELAR, Georgia, late of Unit 7, 587 Glenhuntly Road, Elsternwick, Victoria 3185, retired, deceased, who died on 5 August 2013.

SMITH, Jonathan Mark, late of 7 Tortice Avenue, Nunawading, Victoria 3131, retired, deceased, who died on 14 August 2013.

WESTMAN, Lynette Anne, late of 80 Gertrude Street, Geelong West, Victoria 3218, deceased, who died on 3 May 2013.

Dated 30 December 2013

STEWART MacLEOD  
Manager

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Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 13 March 2014, 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.

DIXSON, John David, late of Waverley Valley Aged Care, 29–33 Chesterville Road, Glen Waverley, Victoria 3150, deceased, who died on 6 August 2013.

HEARN, Terence, late of Waterdale Hostel, 250 Waterdale Road, Ivanhoe, Victoria 3079, pensioner, deceased, who died on 29 October 2013.

McLEOD, Margot, late of Regis Park Lake, 40 Central Road, Blackburn, Victoria 3130, deceased, who died on 20 August 2013.

O'BRIEN, Francis Bede, late of Unit 23, 34–42 Hanna Street, Noble Park, Victoria 3174, pensioner, deceased, who died on 2 November 2013.

SIBLY, Eric Clifton, late of 8 Inverness Drive, Kew East, Victoria 3102, railway employee, deceased, who died on 21 August 2013.

STEWART, Thomas Kevin, late of 6 Cumberland Road, Port Melbourne, Victoria 3207, pensioner, deceased, who died on 3 December 1995.

Dated 2 January 2014

STEWART MacLEOD  
Manager

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**Conservation, Forests and Lands Act 1987****NOTICE OF MAKING OF A LAND MANAGEMENT CO-OPERATIVE AGREEMENT**

Notice is given under section 80 of the **Conservation, Forests and Lands Act 1987** that a Land Management Co-operative Agreement has been entered into by the Secretary to the Department of Environment and Primary Industries with the following landowners.

A copy of the Agreement is available for public inspection between the hours of 9.00 am and 5.00 pm at Regulatory Strategy and Design Branch, Department of Environment and Primary Industries, Level 2, 8 Nicholson Street, East Melbourne 3002, and at the relevant regional Department of Environment and Primary Industries office.

| <b>Registered Proprietor</b>                    | <b>Site Location</b>  | <b>Title Details – Volume/Folio</b> | <b>Dealing No. of Agreement</b> |
|---|---|-------------------------------------|---------------------------------|
| Ballarat Office                                 | 402–406 Mair Street, Ballarat 3350                            |                                     |                                 |
| Hanson Construction Materials Pty Ltd           | Lot 1 on Plan of Subdivision 713529, Parish of Darriwil       | 11383/978                           | AK704495L                       |
| Bendigo Office                                  | Corner Midland Highway and Taylor Street, Bendigo 3351        |                                     |                                 |
| Robert John Hooke and Catherine Jean Hooke      | Lot 1 on Plan of Subdivision 115072, Parish of Janiember West | 09088/737                           | AK667440Q                       |
| Robert John Hooke and Catherine Jean Hooke      | Crown Allotment 108, Parish of Janiember East                 | 09636/258                           | AK667453F                       |
| Melbourne Office                                | 8 Nicholson Street, East Melbourne 3002                       |                                     |                                 |
| Julie Caddy                                     | Crown Allotment 28A Section C, Parish of Tonimbuk East        | 09391/136                           | AK698716Y                       |
| Traralgon Office                                | 71 Hotham Street, Traralgon 3844                              |                                     |                                 |
| Phillip John Vaughan and Susan Lorraine Vaughan | Lot 2 on Plan of Subdivision 140454, Parish of Coongulmerang  | 09472/318                           | AK655328B                       |

Dated 9 January 2014

ADAM FENNESSY  
Secretary

Department of Environment and Primary Industries

**Education and Training Reform Act 2006****MINISTERIAL ORDER 723 – STRUCTURED WORKPLACE LEARNING ARRANGEMENTS (NON-SCHOOL PROVIDERS)**

The Minister for Higher Education and Skills makes the following Order:

**PART 1 – PRELIMINARY****1. Title**

This Ministerial Order may be cited as Ministerial Order 723 – Structured Workplace Learning Arrangements (Non-School Providers).

**2. Authorising provisions and commencement**

This Order is made under sections 5.4.6 and 5.10.4 of the **Education and Training Reform Act 2006**, and comes into operation on 1 January 2014.



### 3. Purpose

3.1 The purpose of this Ministerial Order is to:

- (a) provide an operational framework for the provision of structured workplace learning for:
  - (i) Victorian Students enrolled in an Accredited Senior Secondary Course at a Non-School Provider undertaking Arrangements in Victoria;
  - (ii) Victorian Students enrolled in an Accredited Senior Secondary Course at a Non-School Provider undertaking Arrangements in another State or Territory;
  - (iii) Overseas Students enrolled in an Accredited Senior Secondary Course at a Non-School Provider undertaking Arrangements in Victoria or another State or Territory; and
- (b) make other provisions to ensure appropriate arrangements are in place for a Student under an Arrangement.

### 4. Definitions and interpretation

In this Order, unless inconsistent with the context or subject matter, the following definitions apply:

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| <b>Academic Year</b>                      | in respect of any Non-School Provider, means that portion of the year beginning with the first day of operations of that year and ending with the last day of operations of that year as determined by that Non-School Provider. |
| <b>Accredited Course of Study</b>         | means a course of study accredited by the Victorian Registration and Qualifications Authority or by the Australian Skills Quality Authority.   |
| <b>Accredited Senior Secondary Course</b> | means a course leading to a senior secondary qualification or any other course pertaining to year 11 or 12 that is registered as accredited on the State Register as being suitable for the purposes of a qualification.         |
| <b>Act</b>                                | means the <b>Education and Training Reform Act 2006</b> (Vic.).  |
| <b>Arrangement</b>                        | means a structured workplace learning arrangement made under section 5.4.5 of the Act.   |
| <b>Arrangement Form</b>                   | means the form prepared in accordance with clause 18 of this Order to be completed by the CEO, Employer, Student and Parent (where the Student is under 18 years of age).  |
| <b>CEO</b>                                | means the Chief Executive Officer (however described) of a Non-School Provider or a delegate authorised by the Chief Executive Officer.  |
| <b>Compliance Codes</b>                   | means any of the compliance codes developed by WorkSafe Victoria.  |
| <b>Department</b>                         | means the Department of Education and Early Childhood Development.   |
| <b>Direct Supervision</b>                 | means where a Supervisor is within sight and sound of the Student at all times while the Student is undertaking work related activities as determined under the Arrangement.   |

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|---|---|
| <b>Employer</b>                         | means the person who signs the Employer Acknowledgement in the Arrangement Form or a person authorised to sign on the Employer's behalf. This person will have Direct Supervision of the Student in the workplace or direct supervision or control of a Supervisor. |
| <b>Employer Acknowledgement</b>         | means the Employer Acknowledgement section in the Arrangement Form which must be signed by the Employer in order for the Arrangement to take place.   |
| <b>FW Act</b>                           | means the <b>Fair Work Act 2009</b> (Cth).  |
| <b>Hazardous substance</b>              | has the meaning under regulation 1.1.5 of the OHS Regulations.  |
| <b>HR Act</b>                           | means the <b>Health Records Act 2001</b> (Vic.).  |
| <b>Non-School Provider</b>              | means a TAFE Institute or a Registered Provider.  |
| <b>OHS</b>                              | means occupational health and safety.   |
| <b>OHS Act</b>                          | means the <b>Occupational Health and Safety Act 2004</b> (Vic.).  |
| <b>OHS Program</b>                      | means an Occupational Health and Safety Program developed from time to time by the Department with respect to Students undertaking Arrangements.  |
| <b>OHS Regulations</b>                  | means the Occupational Health and Safety Regulations 2007 (Vic.).   |
| <b>OHS Training</b>                     | means training in occupational health and safety which is part of an Accredited Course of Study undertaken by the Student.  |
| <b>Overseas Student</b>                 | means a person as defined under section 1.1.3 of the Act and who is enrolled in an Accredited Senior Secondary Course at a Non-School Provider.   |
| <b>Parent</b>                           | has the meaning under section 1.1.3 of the Act and also includes any other person that was agreed to at enrolment of the Student at the relevant Non-School Provider.   |
| <b>PR Act</b>                           | means the <b>Public Records Act 1975</b> (Vic.).  |
| <b>Reciprocating State</b>              | means New South Wales and South Australia.  |
| <b>Refugee</b>                          | means any person who is covered by the definition of refugee in Article 1 A of the '1951 Convention Relating to the Status of Refugees' as amended by the '1967 Protocol Relating to the Status of Refugees'.   |
| <b>Registered Provider</b>              | means a person or body registered under section 4.3.10 of the Act to provide an Accredited Senior Secondary Course or registered senior secondary qualification.  |
| <b>Scheduled carcinogenic substance</b> | has the meaning under regulation 1.1.5 of the OHS Regulations.  |
| <b>Senior Secondary Qualification</b>   | means qualifications described under the senior secondary certificate of education in the Australian Qualifications Framework.  |

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|--|---|
| <b>State Register</b>                            | means the State Register maintained under Part 4.6 of the Act.  |
| <b>Structured Workplace Learning Coordinator</b> | means an employee of the Non-School Provider as nominated by the CEO of that Non-School Provider.                                     |
| <b>Student</b>                                   | means a person, other than an Overseas Student, enrolled in an Accredited Senior Secondary Course with a Non-School Provider.         |
| <b>Supervisor</b>                                | means the person/s nominated by the Employer to undertake Direct Supervision of a Student under an Arrangement.                       |
| <b>TAFE Institute</b>                            | means an institution created under section 3.1.11 of the Act and includes the TAFE division of a university with a TAFE division.     |
| <b>VET Program</b>                               | means a vocational education and training program comprised of units of competency/modules drawn from nationally recognised training. |

## PART 2 – PREREQUISITES FOR ARRANGEMENTS

### 5. Course of study

5.1 An Arrangement may only be entered into where:

- (a) a Student is:
  - (i) of or over the age of 15 years; and
  - (ii) undertaking an Accredited Senior Secondary Course; and
  - (iii) the Arrangement is for the purposes of training as part of that Accredited Senior Secondary Course.

### 6. Requirements of CEO in relation to Employers

6.1 Prior to entering into an Arrangement, the CEO must ensure that the Employer acknowledges, by completing the Employer Acknowledgement, to the CEO and the Student and the Parent (where the Student is under 18 years of age), that:

- (a) if the Arrangement is in Victoria, the Employer:
  - (i) understands and complies with all OHS legislation (including the OHS Act and OHS Regulations) and relevant standards, requirements and Compliance Codes; and
  - (ii) will meet the requirements as outlined in clause 6.1(a)(i) of this Order in respect of the placement of the Student under the Arrangement, as if the Student were an employee of the Employer;
- (b) if the Arrangement is outside Victoria, the Employer:
  - (i) understands and complies with all OHS legislation applicable to the Employer and any standards established by the OHS authority relevant to that Employer; and
  - (ii) will meet the requirements as outlined in clause 6.1(b)(i) of this Order in respect of the placement of the Student under the Arrangement, as if the Student were an employee of the Employer;
- (c) prior to commencing the placement under the Arrangement, the Student will be provided with:
  - (i) appropriate OHS training and instruction by the Employer; and
  - (ii) any equipment or clothing which is required or appropriate to comply with the Employer's OHS obligations (under any relevant OHS legislation and regulations) as if the Student were an employee of the Employer, having taken into account, the Arrangement, the degree of experience and skill of the Student and the conditions in the workplace;

- (d) the Employer will provide the CEO or the Structured Workplace Learning Coordinator with access to the workplace at any reasonable time;
- (e) the Employer will not use the Arrangement as a substitute for the employment of employees or the engagement of contractors and the payment of appropriate wages or fee for services to employees or contractors, respectively;
- (f) the Student will not be continuously engaged by the Employer in a production or service capacity;
- (g) the Employer has nominated a Supervisor (who may be the Employer or a person employed by the Employer) who will provide Direct Supervision and is responsible for carrying out the Employer's obligations under the Arrangement, including but not limited to:
  - (i) the health, education and moral and material welfare, of the Student; and
  - (ii) ensuring that the Student is not subject to any form of unlawful discrimination, harassment and/or exploitation;
- (h) if the Employer nominates more than one Supervisor in accordance with clause 6.1(g) of this Order, those persons are jointly responsible for carrying out the Employer's obligations under the Arrangement;
- (i) the Employer will provide training and instruction to the Student as required by the Arrangement;
- (j) by engaging the Student, the Employer will not exceed the permitted number of Students in accordance with clause 12 of this Order;
- (k) the Student does not have any particular skill or ability to carry out the functions required of the Student by the Employer during the course of the placement under the Arrangement and nothing said by any person is a warranty or representation that the Student does have any particular skill or ability; and
- (l) the Employer has the duty as to the care or control of the Student whilst the Student is engaged at the workplace of the Employer and/or under the supervision of the Employer (or the Supervisor) under the Arrangement.

## 7. Requirements of CEO in relation to an Arrangement

- 7.1 The CEO will only enter into an Arrangement in accordance with the provisions of the Act and this Order.
- 7.2 Prior to the commencement of the placement under the Arrangement, the CEO must ensure that:
  - (a) the Employer, Student and Parent (where the Student is under 18 years of age) under an Arrangement completes the Employer Acknowledgement, Student Agreement and Parent Agreement and Consent sections of the Arrangement Form respectively, prior to the CEO completing the CEO Consent section of the Arrangement Form; and
  - (b) a copy of the Arrangement Form signed by each of the Employer, Student, Parent (where the Student is under 18 years of age) and CEO is provided to each of the relevant parties.
- 7.3 Prior to entering into an Arrangement, the CEO must be satisfied that:
  - (a) the health, education and moral and material welfare of the Student will not suffer under the proposed Arrangement;
  - (b) the Student will not be subjected to any form of exploitation, harassment or unlawful discrimination during the course of the proposed Arrangement;
  - (c) the proposed Arrangement will provide structured workplace learning suitable to the needs of the Accredited Senior Secondary Course for which the Arrangement is proposed, within the time frame specified in that Arrangement and according to the capabilities of the Student;

- (d) the distribution of structured workplace learning days during the Academic Year under the proposed Arrangement, and any other Arrangements which have occurred or are likely to occur, does not disadvantage the Student with regard to the balance of that Student's educational program at his or her Non-School Provider;
- (e) the Student has the capacity to undertake a structured workplace learning placement without exposing themselves or others in the workplace to any unreasonable level of risk;
- (f) appropriate procedures for making and recording any of the assessments of the performance of the Student under the Arrangement which are required for the Accredited Senior Secondary Course and/or Accredited Course of Study are established and are applied for the term of the Arrangement;
- (g) both the Employer and the Supervisor are aware of each of their obligations to the Student under an Arrangement as outlined in the Employer Acknowledgement and under this Order;
- (h) where the Student is required to undertake travel for the purposes of the Arrangement, that the travel arrangements are in accordance with clause 16 of this Order;
- (i) where the Student has to stay in accommodation other than his or her normal place of residence for the purposes of the Arrangement, that accommodation arrangements are in accordance with clause 17 of this Order;
- (j) the Non-School Provider has nominated a Structured Workplace Learning Coordinator for the Student during the course of the placement under Arrangement;
- (k) the Structured Workplace Learning Coordinator has arranged with the Student an appropriate time to contact the Student (by any appropriate means) at least once during the Arrangement;
- (l) the Student has the contact details of the Structured Workplace Learning Coordinator to report any incidences of harassment, bullying or violence during the Arrangement;
- (m) with respect to OHS:
  - (i) where the Student is undertaking structured workplace learning as part of a VET Program within an Accredited Senior Secondary Course:
    - (A) the Student is undertaking OHS Training relevant to the workplace where the Student will be engaged under an Arrangement; or
    - (B) with respect to a Student with a disability or impairment, that where required, appropriate modifications to the delivery of OHS Training have been made while ensuring requirements of the VET Program are met; or
  - (ii) where a Student is undertaking structured workplace learning as part of a non-VET Program within an Accredited Senior Secondary Course:
    - (A) the Student will undertake and satisfactorily complete an OHS Program prior to commencing the placement under the Arrangement; or
    - (B) with respect to a Student with a disability or impairment, that where required, appropriate modifications to the delivery of an OHS Program will be made while ensuring requirements of the non-VET program are met;

- (n) the CEO has disclosed to the Employer any necessary health information in relation to the Student of which the CEO is aware and may disclose (pursuant to the HR Act), including any information with respect to any medical condition for which the Student may require treatment during the course of the placement under the Arrangement. In providing that information, the CEO is satisfied that:
  - (i) the Student, or the Parent (where the Student is under 18 years of age) has consented to the release of that health information; and
  - (ii) the Employer has provided written assurance to the CEO that the Employer will maintain the confidentiality of that health information and will only disclose that health information to another party if treatment is required for a known medical condition or in the case of a medical emergency.

#### **8. Arrangements for Students who are Overseas Students**

- 8.1 When an Arrangement is made for structured workplace learning for an Overseas Student:
- (a) all of the requirements of this Order in relation to a Student must be complied with; and
  - (b) all of the terms and conditions of the visa held by the Overseas Student must be complied with.

#### **9. WorkSafe Insurance and Public Liability Insurance**

- 9.1 All Students under an Arrangement that is undertaken in Victoria or in a Reciprocating State are covered under the WorkSafe Insurance Policy held by the Department.
- 9.2 Public liability insurance of at least \$10,000,000 cover, per event, in respect of any loss or damage which may be caused by any act or omission of the Student whilst engaged under an Arrangement, must be held or taken out, prior to the Student commencing a placement under the Arrangement:
- (a) when an Arrangement is entered into by a CEO of a Non-School Provider in respect of a Student – either:
    - (i) by that Non-School Provider, with the insured being the Non-School Provider and the Student; or
    - (ii) by the Employer, with the insured being the Employer and the Student, if the CEO of that Non-School Provider has advised the Employer at least four (4) weeks prior to the Student commencing the placement under the Arrangement that the Non-School Provider does not have public liability insurance as set out in clause 9.2 of this Order.

### **PART 3 – LIMITATIONS ON ARRANGEMENTS**

#### **10. Maximum number of days of arrangement**

- 10.1 The number of structured workplace learning days or hours for a Student in an Academic Year shall be counted by adding all placement days or hours specified in each Arrangement for a Student in that Academic Year.
- 10.2 If no days or hours of structured workplace learning are specified in the Accredited Senior Secondary Course, then the CEO shall determine an appropriate number of days or hours for the Accredited Senior Secondary Course being undertaken by the Student and that number of days or hours shall be included in the calculation of the maximum number of days or hours.

- 10.3 The number of days or hours for an Arrangement must not exceed the number of days or hours which:
- (a) are set out in the relevant Accredited Senior Secondary Course; or
  - (b) are set out by the CEO in approving an Arrangement where no days or hours are established by the relevant Accredited Senior Secondary Course; and
  - (c) can be reasonably undertaken by the Student within an Academic Year.
- 10.4 The days or hours undertaken by a Student must occur during the Academic Year, unless the CEO is satisfied that for the purposes of the relevant Accredited Senior Secondary Course a placement outside the Academic Year is necessary.

## **11. Hours of Structured Workplace Learning**

- 11.1 Subject to clause 11.2, a Student under an Arrangement must not work:
- (a) beyond the number of hours in a day which are normal working hours for a standard shift without overtime for the industry in which the Employer is engaged;
  - (b) more than the maximum weekly hours of work described in Division 3 of Chapter 2 of the FW Act;
  - (c) between the hours of 11.00 pm and 6.00 am; and
  - (d) beyond a time which is ten hours before the start time of a placement day or a school day which the Student is expected to attend.
- 11.2 A Student may work beyond those hours specified in clause 11.1 where the CEO determines in writing that working beyond those hours:
- (a) is necessary for the purposes of the relevant Accredited Senior Secondary Course; and
  - (b) is not detrimental to the health, education and moral and material welfare of the Student.

## **12. Determining the number of Students who may be engaged by an Employer**

- 12.1 Subject to clause 12.3 of this Order, an Employer is not permitted to engage at any time more than one Student for every three employees or part thereof at the workplace.
- 12.2 For the purposes of this clause 12 the term 'employees' includes:
- (a) all full-time employees at the workplace;
  - (b) for any part-time employees, the equivalent number of full-time employees (by dividing the total weekly part-time hours by the number of hours in a full-time working week); and
  - (c) any sole proprietors, partners, casual employees or other persons engaged in work at the workplace.
- 12.3 An Employer may engage more than the permitted number of Students allowed under clause 12.1 of this Order where:
- (a) the circumstances of a particular Accredited Senior Secondary Course require the placement of a Student in a particular work location when that placement would not be permitted under clause 12.1;
  - (b) the Employer certifies, in writing, that Direct Supervision will be provided for all Students with that Employer; and
  - (c) the CEO is satisfied that exceeding the maximum number permitted clause 12.1 will not:
    - (i) be detrimental to the health, education and moral and material welfare of any Student in that workplace; and
    - (ii) lessen the acquisition of skills or knowledge by any Student for the Accredited Senior Secondary Course;

- (d) the CEO, or the Structured Workplace Learning Coordinator, will undertake to attend the workplace as frequently as is reasonably practicable; and
- (e) the number of Students will not exceed one Student for each employee of the Employer.

#### **PART 4 – GENERAL PROVISIONS CONCERNING ARRANGEMENTS**

### **13. Making and Varying an Arrangement**

13.1 A Student may be placed with an Employer for structured workplace learning as part of the Student's education if the CEO, the Employer, the Student and the Parent (where the Student is under 18 years of age) have made an Arrangement.

13.2 An Arrangement may only be varied or amended, in writing signed by each of the CEO, the Employer, the Student and Parent (where the Student is under 18 years of age).

### **14. Cancelling an Arrangement**

14.1 An Arrangement may be cancelled at any time by written notice from:

- (a) the CEO to the Employer; or
  - (b) the Employer to the CEO,
- sent to each of the other parties.

14.2 A cancellation of an Arrangement under clause 14.1 is effective immediately upon receipt of written notice by the relevant party.

14.3 No reason or period of notice for cancellation of an Arrangement is required to be given by either the CEO or the Employer to each other party.

14.4 An Employer must not cancel an Arrangement prior to consulting the CEO unless in the circumstances it is not reasonable to require the Employer to do so.

### **15. The minimum rate of payment for a Student engaged under an Arrangement**

15.1 The minimum payment to a Student engaged under an Arrangement in Victoria is \$5.00 per day. For the avoidance of doubt, an Employer may elect, but is not required to make a payment to a Student that is more than that minimum payment.

15.2 The minimum payment referred to in clause 15.1 of this Order is not remuneration for work performed by the Student but is to contribute to reimbursing the Student for expenses incurred by the Student, during the placement under the Arrangement, such as daily travel and incidental costs incurred.

15.3 No payment is to be made to a Student engaged under an Arrangement if the structured workplace learning placement is with a Commonwealth Department or a body established under a Commonwealth Act.

15.4 If a Student is engaged under an Arrangement with an organisation that is engaged wholly or mainly in an educational, charitable or community welfare service not conducted for profit, the Student may determine that the whole of his or her payment will be donated back to that organisation. If the Student determines that the whole of his or her payment will be donated back to that organisation, the Parent (where the Student is under 18 years of age) must provide written consent to the proposed donation.

### **16. Travel arrangements**

16.1 The Student or the Parent (where the Student is under 18 years of age) will be responsible for the Student's transport to and from the workplace.

16.2 Where it is proposed that as part of the Arrangement, the Student may be required to undertake any vehicle travel with the Employer and/or a Supervisor, such travel will be subject to:

- (a) the Student or the Parent (where the Student is under 18 years of age) consenting to the Student undertaking such vehicle travel by completing the Structured Workplace Learning Travel and Accommodation Form attached to this Order; and



- (b) the Employer and/or the Supervisor completing the Structured Workplace Learning Travel and Accommodation Form attached to this Order.

**17. Accommodation arrangements**

- 17.1 If the Student is required to stay at accommodation other than his/her normal place of residence for the purpose of the Arrangement, the Student or the Parent (where the Student is under 18 years of age):
- (a) is responsible for making suitable accommodation arrangements; and
  - (b) must complete the Structured Workplace Learning Travel and Accommodation Form attached to this Order.
- 17.2 Where the Student is required to stay at accommodation other than his/her normal place of residence for the purposes of the Arrangement, the Student or the Parent (where the Student is under 18 years of age) is responsible for the control and care of the Student at all times where the Student is not under the control and care of the Employer, or any other person.

**18. Arrangement Form**

- 18.1 The Arrangement Form attached to this Order must be used in respect of all Arrangements in Victoria or in a Reciprocating State.
- 18.2 An Arrangement must not commence unless the Arrangement Form has been completed in accordance with clause 7.2(a) of this Order.
- 18.3 The CEO must retain a copy of the completed Arrangement Form for all Students undertaking structured workplace learning for a period of 5 years or as otherwise specified by the PR Act or in any other relevant legislation from time to time.
- 18.4 If the industry to which the Arrangement relates, includes potential exposure of the Student to scheduled carcinogenic substances and/or other hazardous substances the CEO must retain a copy of the completed Arrangement Form for 30 years from the date the Student last worked at the Employer's workplace in accordance with the OHS Regulations or for a time described in any applicable OHS legislation in the State or Territory in which the Employer conducts its business.

**PART 5 – INTERSTATE ARRANGEMENTS**

**19. Application of Part 5**

This Part only applies to structured workplace learning undertaken by Students and Overseas Students in a Reciprocating State or another State or Territory where the CEO is satisfied that it is appropriate to make an Arrangement. The obligations imposed by this part are in addition to the obligations imposed by other parts of this Order.

**20. Arrangements with Employers in other States or Territories**

- 20.1 A CEO may make an Arrangement with an Employer in another State or Territory if:
- (a) that State or Territory is a Reciprocating State; or
  - (b) the CEO is satisfied that it is appropriate that the Arrangement should be made.
- 20.2 In order to be satisfied that it is appropriate to enter into an Arrangement with an Employer in another State or Territory that is not a Reciprocating State, the CEO must be satisfied of the following matters:
- (a) those listed at clause 7.3 of this Order;
  - (b) that the Employer understands the OHS legislation, regulations and standards in the State or Territory in which the Employer operates and undertakes to comply with such in relation to the Student as if the Student were the Employer's employee;

- (c) the Student and/or a Parent of the Student have made suitable insurance arrangements ensuring:
  - (i) cover for the Student for any injuries in the course of the Arrangement at least comparable to that applicable in Victoria to a Student under the **Accident Compensation Act 1985**; and
  - (ii) public liability insurance of at least \$10,000,000 cover per event in respect of any loss or damage which may be caused by any act or omission of the Student whilst engaged under an Arrangement.

## 21. Requirements of CEO in relation to Overseas Students

- 21.1 Before permitting an Overseas Student to undertake an Arrangement in another State or Territory, a CEO must be satisfied that the Employer is aware that it is an offence against the **Migration Act 1958** (Cth) to permit a person to work in breach of a visa condition.
- 21.2 A CEO must not enter into an Arrangement which relates to an Overseas Student where the CEO is aware that the terms of the proposed Arrangement are inconsistent with the conditions of the visa held by the Overseas Student.

## 22. Application of Order

This Order applies to all Students and Overseas Students undertaking structured workplace learning.

### PART 6 – TRANSITIONAL

## 23. Transitional Provisions

For the period from 1 January 2014 until 30 June 2014, this Order does not apply to any placement undertaken under an arrangement made on or before 31 January 2014.

Dated 20 December 2013

THE HON. PETER HALL, MLC  
Minister for Higher Education and Skills

### Education and Training Reform Act 2006

#### MINISTERIAL ORDER 724 – WORK EXPERIENCE ARRANGEMENTS (NON-SCHOOL PROVIDERS)

The Minister for Higher Education and Skills makes the following Order:

### PART 1 – PRELIMINARY

#### 1. Title

This Ministerial Order may be cited as Ministerial Order 724 – Work Experience Arrangements (Non-School Providers).

#### 2. Authorising provisions and commencement

This Order is made under sections 5.4.4, 5.4.11 and 5.10.4 of the **Education and Training Reform Act 2006**, and comes into operation on 1 January 2014.

#### 3. Purpose

3.1 The purpose of this Ministerial Order is to:

- (a) provide an operational framework for the provision of work experience for:
  - (i) Victorian Students enrolled in an Accredited Senior Secondary Course at a Non-School Provider undertaking Arrangements in Victoria; and
  - (ii) Victorian Students enrolled in an Accredited Senior Secondary Course at a Non-School Provider undertaking Arrangements in another State or Territory; and

- (iii) Overseas Students enrolled in an Accredited Senior Secondary Course at a Non-School Provider undertaking Arrangements in Victoria or another State or Territory;
- (b) require a CEO of a Non-School Provider, before making an Arrangement for a Student who is a Child, to ensure that:
  - (i) the Employer obtains a Child Employment Permit issued pursuant to the CE Act; and
  - (ii) that any Supervisor has a current Assessment Notice; and
- (c) make other provisions to ensure appropriate arrangements are in place for a Student under an Arrangement.

#### 4. Definitions and interpretation

In this Order, unless inconsistent with the context or subject matter, the following definitions apply:

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| <b>Academic Year</b>                      | in respect of any Non-School Provider, means that portion of the year beginning with the first day of operations of that year and ending with the last day of operations of that year as determined by that Non-School Provider. |
| <b>Accredited Senior Secondary Course</b> | means a course leading to a senior secondary qualification or any other course pertaining to year 11 or 12 that is registered as accredited on the State Register as being suitable for the purposes of a qualification.         |
| <b>Act</b>                                | means the <b>Education and Training Reform Act 2006</b> (Vic.).  |
| <b>Arrangement</b>                        | means a work experience arrangement made under section 5.4.3 of the Act.   |
| <b>Arrangement Form</b>                   | means the form prepared in accordance with clause 17 of this Order to be completed by the CEO, Employer, Student and Parent (where the Student is under 18 years of age).  |
| <b>Assessment Notice</b>                  | has the meaning given to that term in section 3 of the WWC Act.  |
| <b>CE Act</b>                             | means the <b>Child Employment Act 2003</b> (Vic.).   |
| <b>CEO</b>                                | means the Chief Executive Officer (however described) of a Non-School Provider or a delegate authorised by the Chief Executive Officer.  |
| <b>Child</b>                              | means a person under the age of 15 years.  |
| <b>Child Employment Permit</b>            | means a permit issued under Division 2, of Part 2 of the CE Act.   |
| <b>Compliance Codes</b>                   | means any of the compliance codes developed by WorkSafe Victoria.  |
| <b>Department</b>                         | means the Department of Education and Early Childhood Development.   |
| <b>Direct Supervision</b>                 | means where a Supervisor is within sight and sound of the Student, at all times while the Student is undertaking work related activities as determined under the Arrangement.  |

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| <b>Employer</b>                         | means the person who signs the Employer Acknowledgement in the Arrangement Form or a person authorised to sign on the Employer's behalf. This person will have Direct Supervision of the Student in the workplace or direct supervision or control of a Supervisor. |
| <b>Employer Acknowledgement</b>         | means the Employer Acknowledgement section in the Arrangement Form which must be signed by the Employer in order for the Arrangement to take place.   |
| <b>FW Act</b>                           | means the <b>Fair Work Act 2009</b> (Cth).  |
| <b>Hazardous substance</b>              | has the meaning under regulation 1.1.5 of the OHS Regulations.  |
| <b>HR Act</b>                           | means the <b>Health Records Act 2001</b> (Vic.).  |
| <b>Non-School Provider</b>              | means a TAFE Institute or a Registered Provider.  |
| <b>OHS</b>                              | means occupational health and safety.   |
| <b>OHS Act</b>                          | means the <b>Occupational Health and Safety Act 2004</b> (Vic.).  |
| <b>OHS Program</b>                      | means an Occupational Health and Safety Program developed from time to time by the Department with respect to Students undertaking Arrangements.  |
| <b>OHS Regulations</b>                  | means the Occupational Health and Safety Regulations 2007 (Vic.).   |
| <b>Overseas Student</b>                 | means a person as defined under section 1.1.3 of the Act and who is enrolled in an Accredited Senior Secondary Course at a Non-School Provider.   |
| <b>Parent</b>                           | has the meaning under section 1.1.3 of the Act and any other person who was agreed to when the Student was enrolled at the relevant Non-School Provider.  |
| <b>PR Act</b>                           | means the <b>Public Records Act 1975</b> (Vic.).  |
| <b>Reciprocating State</b>              | means New South Wales and South Australia.  |
| <b>Refugee</b>                          | means any person who is covered by the definition of refugee in Article 1A of the '1951 Convention Relating to the Status of Refugees' as amended by the '1967 Protocol Relating to the Status of Refugees'.  |
| <b>Registered Provider</b>              | means a person or body registered under section 4.3.10(1) of the Act to provide an Accredited Senior Secondary Course or registered Senior Secondary Qualification.   |
| <b>Scheduled carcinogenic substance</b> | has the meaning under regulation 1.1.5 of the OHS Regulations.  |
| <b>Senior Secondary Qualification</b>   | means qualifications described under the senior secondary certificate of education in the Australian Qualifications Framework.  |
| <b>State Register</b>                   | means the State Register maintained under Part 4.6 of the Act.  |
| <b>Student</b>                          | means a person, other than an Overseas Student, enrolled in an Accredited Senior Secondary Course at a Non-School Provider.   |

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|------------------------------------|---|
| <b>Supervisor</b>                  | means the person/s nominated by the Employer to undertake Direct Supervision of a Student under an Arrangement.                   |
| <b>TAFE Institute</b>              | means an institution created under section 3.1.11 of the Act and includes the TAFE division of a university with a TAFE division. |
| <b>Work Experience Coordinator</b> | means an employee of the Non-School Provider as nominated by the CEO of that Non-School Provider.                                 |
| <b>WWC Act</b>                     | means the <b>Working With Children Act 2005</b> (Vic.).   |

## PART 2 – PREREQUISITES FOR ARRANGEMENTS

### 5. Requirements of CEO in relation to Employers

- 5.1 Prior to entering into an Arrangement, the CEO must ensure that the Employer acknowledges, by completing the Employer Acknowledgement, to the CEO and the Student, and the Parent (where the Student is under 18 years of age), that:
- (a) if the Arrangement is in Victoria, the Employer:
    - (i) understands and complies with all OHS legislation (including the OHS Act and OHS Regulations) and relevant standards, requirements and Compliance Codes; and
    - (ii) will meet the requirements as outlined in clause 5.1(a)(i) of this Order in respect of the placement of the Student under the Arrangement, as if the Student were an employee of the Employer;
  - (b) if the Arrangement is outside Victoria, the Employer:
    - (i) understands and complies with all OHS legislation applicable to the Employer and any standards established by the OHS authority relevant to that Employer; and
    - (ii) will meet the requirements as outlined in clause 5.1(b)(i) of this Order in respect of the placement of the Student under the Arrangement, as if the Student were an employee of the Employer;
  - (c) prior to commencing the placement under the Arrangement, the Student will be provided with:
    - (i) appropriate OHS training and instruction by the Employer; and
    - (ii) any equipment or clothing which is required or appropriate to comply with the Employer's OHS obligations (under any relevant OHS legislation and regulations) as if the Student were an employee of the Employer, having taken into account the Arrangement, the degree of experience and skill of the Student and the conditions in the workplace;
  - (d) the Employer will provide the CEO, or the Work Experience Coordinator, with access to the workplace at any reasonable time;
  - (e) the Employer will not use the Arrangement as a substitute for the employment of employees or the engagement of contractors and the payment of appropriate wages or fee for services to employees or contractors, respectively;
  - (f) by engaging the Student, the Employer will not exceed the permitted number of Students, in accordance with clause 11 of this Order;
  - (g) the Employer has nominated a Supervisor (who may be the Employer or a person employed by the Employer) who will provide Direct Supervision and is responsible for carrying out the Employer's obligations under the Arrangement, including but not limited to:
    - (i) the health, education and moral and material welfare of the Student; and
    - (ii) ensuring that the Student is not subject to any form of unlawful discrimination, harassment and/or exploitation;

- (h) if the Employer nominates more than one Supervisor in accordance with clause 6.1(g) of this Order, those persons are jointly responsible for carrying out the Employer's obligations under this Arrangement;
- (i) the Employer will provide training and instruction to the Student as required by the Arrangement;
- (j) if the Student is a Child, the Employer has obtained a Child Employment Permit and ensured that any Supervisor has a current Assessment Notice;
- (k) the Student does not have any particular skill or ability to carry out the functions required of the Student by the Employer during the course of the placement under the Arrangement and nothing said by any person is a warranty or representation that the Student does have any particular skill or ability; and
- (l) the Employer has the duty as to the care and control of the Student whilst the Student is engaged at the workplace of the Employer and/or under the supervision of the Employer (or the Supervisor) under the Arrangement.

**6. Requirements of CEO in relation to an Arrangement**

- 6.1 The CEO will only enter into an Arrangement in accordance with the provisions of the Act and this Order.
- 6.2 Prior to the commencement of the placement under the Arrangement, the CEO must ensure that:
  - (a) the Employer, Student and Parent (where the Student is under 18 years of age) under an Arrangement completes the Employer Acknowledgement, Student Agreement and Parent Agreement and Consent sections of the Arrangement Form respectively, prior to the CEO completing the CEO Consent section of the Arrangement Form; and
  - (b) a copy of the Arrangement Form signed by each of the Employer, Student, Parent (where the Student is under 18 years of age) and CEO is provided to each of the relevant parties.
- 6.3 Prior to entering into an Arrangement, the CEO must be satisfied that:
  - (a) the health, education and moral and material welfare of the Student will not suffer under the proposed Arrangement;
  - (b) the Student will not be subjected to any form of exploitation, harassment or unlawful discrimination during the course of the proposed Arrangement;
  - (c) the proposed Arrangement is not prohibited employment within the meaning of section 12 of the CE Act;
  - (d) the distribution of work experience days during the Academic Year under the proposed Arrangement, and any other Arrangements which have occurred or are likely to occur, does not disadvantage the Student with regard to the balance of that Student's educational program at his or her Non-School Provider;
  - (e) the Student has the capacity to undertake a work experience placement without exposing themselves or others in the workplace to any unreasonable level of risk;
  - (f) both the Employer and the Supervisor are aware of each of their obligations to the Student under the Arrangement as outlined in the Employer Acknowledgment and under this Order;
  - (g) where the Student is required to undertake travel for the purposes of the Arrangement, that the travel arrangements are in accordance with clause 15 of this Order;
  - (h) where the Student has to stay in accommodation other than his or her normal place of residence for the purposes of the Arrangement that accommodation arrangements are in accordance with clause 16 of this Order;

- (i) the Non-School Provider has nominated a Work Experience Coordinator for the Student during the course of the placement under the Arrangement;
- (j) the Work Experience Coordinator has arranged with the Student an appropriate time to contact the Student (by any appropriate means), at least once during the course of the placement under the Arrangement;
- (k) the Student has the contact details of the Work Experience Coordinator to report any incidences of harassment, bullying or violence during the course of the placement under the Arrangement;
- (l) with respect to OHS:
  - (i) the Student will undertake and satisfactorily complete the OHS Program prior to commencing the placement; and
  - (ii) with respect to a Student with a disability or impairment, that where required, appropriate modifications to the delivery of an OHS Program will be made to ensure that the OHS Program meets the needs of the relevant Student;
- (m) the CEO has disclosed to the Employer any necessary health information in relation to the Student of which the CEO is aware and may disclose (pursuant to the HR Act), including information with respect to any medical condition for which the Student may require treatment during the course of the placement under the Arrangement. In providing that information, the CEO is satisfied that:
  - (i) the Student or the Parent (where the Student is under 18 years of age), has consented to the release of that health information; and
  - (ii) the Employer has provided written assurance to the CEO that the Employer will maintain the confidentiality of that health information and will only disclose that health information to another party if treatment is required for a known medical condition or in the case of a medical emergency.

## **7. Arrangement for Students who are Overseas Students**

7.1 When an Arrangement is made for work experience for an Overseas Student:

- (a) all of the requirements of this Order in relation to a Student must be complied with; and
- (b) all of the terms and conditions of the visa held by the Overseas Student must be complied with.

## **8. WorkSafe Insurance and Public Liability Insurance**

8.1 All Students under an Arrangement are covered under the WorkSafe Insurance Policy held by the Department.

8.2 Public liability insurance of at least \$10,000,000 cover, per event, in respect of any loss or damage which may be caused by any act or omission of the Student whilst engaged under an Arrangement, must be held or taken out, prior to the Student commencing a placement under the Arrangement:

- (a) when an Arrangement is entered into by a CEO of a Non-School Provider in respect of a Student – either:
  - (i) by that Non-School Provider, with the insured being the Non-School Provider and the Student; or
  - (ii) by the Employer, with the insured being the Employer and the Student, if the CEO of that Non-School Provider has advised the Employer at least four (4) weeks prior to the Student commencing the placement under the Arrangement that the Non-School Provider does not have public liability insurance as set out in clause 8.2 of this Order.

**PART 3 – LIMITATIONS ON ARRANGEMENTS****9. Maximum number of days of Arrangement**

- 9.1 The number of work experience days or hours for a Student in an Academic Year is counted by adding all placement days or hours specified in each Arrangement for a Student in that Academic Year.
- 9.2 The number of work experience days for a Student must not exceed:
- (a) 40 days during any Academic Year; and
  - (b) 10 days during any school term (subject to clause 9.4(a) of this Order).
- 9.3 The total number of placement days under an Arrangement must:
- (a) not exceed a total of 10 days (subject to clause 9.4(b) of this Order); and
  - (b) be a period falling within the Academic Year.
- 9.4 A CEO may suspend the operation of section 5.4.7(1) of the Act by allowing:
- (a) a Student to be employed under an Arrangement for more than 10 days but not exceeding 15 days during any school term; and
  - (b) the period of employment of the Student to exceed a total of 10 days but not exceeding 15 days during any school term in respect of the Arrangement,
- in the following circumstances:
- (i) where a Student requires an extended period of employment to acquire particular skills as part of the Student's educational program; or
  - (ii) to enable a Student to learn more about the workplace.

**10. Hours of work experience**

- 10.1 Under an Arrangement a Student must not work:
- (a) beyond the number of hours in a day which are normal working hours for a standard shift without overtime, for the industry in which the Employer is engaged;
  - (b) more than the maximum weekly hours of work described in Division 3 of Chapter 2 of the FW Act;
  - (c) between the hours of 11.00 pm and 6.00 am, or if the Student is a Child between the hours of 9.00 pm and 6.00 am; and
  - (d) beyond a time which is ten hours before the start time of a placement day or a school day which the Student is expected to attend.

**11. Determining the number of students who may be engaged by an Employer**

- 11.1 Subject to clause 11.3 of this Order, an Employer is not permitted to engage at any time more than one Student under an Arrangement for every three employees in the workplace.
- 11.2 For the purposes of this clause 11 the term 'employees' includes:
- (a) all full-time employees at the workplace;
  - (b) for any part-time employees, the equivalent number of full-time employees (by dividing the total weekly part-time hours by the number of hours in a full-time working week); and
  - (c) any sole proprietors, partners, casual employees or other persons engaged in work at the workplace.
- 11.3 An Employer may engage more than the permitted number of Students allowed under clause 11.1 of this Order where:
- (a) the Employer certifies, in writing, that Direct Supervision will be provided for all Students with that Employer;



- (b) the CEO is satisfied that exceeding the maximum number permitted under clause 11.1 of this Order will not be detrimental to the health, education and moral and material welfare of any Student in that workplace;
- (c) the CEO, or the Work Experience Coordinator, will undertake to attend the workplace as frequently as is reasonably practicable; and
- (d) the number of Students will not exceed one Student for each employee of the Employer.

#### **PART 4 – GENERAL PROVISIONS CONCERNING ARRANGEMENTS**

##### **12. Making and Varying an Arrangement**

- 12.1 A Student may be placed with an Employer for work experience as part of the Student's education if the CEO, the Employer, the Student and the Parent (where the Student is under 18 years of age) have made an Arrangement.
- 12.2 An Arrangement may only be varied or amended in writing signed by each of the CEO, the Employer, the Student and the Parent (where the Student is under 18 years of age).

##### **13. Cancelling an Arrangement**

- 13.1 An Arrangement may be cancelled at any time by written notice from:
  - (a) the CEO to the Employer; or
  - (b) the Employer to the CEO,sent to each of the other parties.
- 13.2 A cancellation of an Arrangement is effective immediately upon receipt of written notice by the relevant party.
- 13.3 No reason or period of notice for the cancellation of an Arrangement is required to be given by either the CEO or the Employer to each other party.
- 13.4 An Employer must not cancel an Arrangement prior to consulting the CEO unless it is in circumstances where it is not reasonable to require the Employer to do so.

##### **14. The minimum rate of payment for a Student engaged under an Arrangement**

- 14.1 The minimum payment to a Student engaged under an Arrangement in Victoria is \$5.00 per day. For the avoidance of doubt, an Employer may elect, but is not required to make a payment to the Student that is more than that minimum payment.
- 14.2 The minimum payment referred to in clause 14.1 of this Order is not remuneration for work performed by the Student but is to contribute to reimbursing the Student for expenses incurred by the Student, during the placement under the Arrangement, such as daily travel and incidental costs incurred.
- 14.3 No payment is to be made to a Student engaged under an Arrangement if the work experience placement is with a Commonwealth Department or a body established under a Commonwealth Act.
- 14.4 If a Student is engaged under an Arrangement with an organisation that is engaged wholly or mainly in an educational, charitable or community welfare service not conducted for profit, the Student may determine that the whole of his or her payment will be donated back to that organisation. If the Student determines that the whole of his or her payment will be donated back to that organisation, the Parent (where the Student is under 18 years of age) must provide written consent to the proposed donation.

##### **15. Travel arrangements**

- 15.1 The Student or the Parent (where the Student is under 18 years of age) will be responsible for the Student's transport to and from the workplace.

15.2 Where it is proposed that as part of an Arrangement, the Student may be required to undertake vehicle travel with the Employer and/or a Supervisor, such travel will be subject to:

- (a) the Student or the Parent (where the Student is under 18 years of age) consenting to the Student undertaking such vehicle travel by completing the Work Experience Travel and Accommodation Form attached to this Order; and
- (b) the Employer or the Supervisor completing the Work Experience Travel and Accommodation Form attached to this Order.

**16. Accommodation arrangements**

16.1 If the Student is required to stay at accommodation other than his/her normal place of residence for the purpose of the Arrangement, the Student or the Parent (where the Student is under 18 years of age):

- (a) is responsible for making suitable accommodation arrangements; and
- (b) must complete the Work Experience Travel and Accommodation Form attached to this Order.

16.2 Where the Student is required to stay at accommodation other than his/her normal place of residence for the purposes of the Arrangement, the Student or the Parent (where the Student is under 18 years of age) is responsible for the control and care of the Student at all times where the Student is not under the control and care of the Employer, or any other person.

**17. Arrangement Form**

17.1 The Arrangement Form attached to this Order must be used in respect of all Arrangements in Victoria or in a Reciprocating State.

17.2 An Arrangement must not commence unless the Arrangement Form has been completed in accordance with clause 6.2 of this Order.

17.3 The CEO must retain a copy of the completed Arrangement Form for all Students undertaking work experience for a period of 5 years or as otherwise specified by the PR Act or in any other relevant legislation from time to time.

17.4 If the industry to which the Arrangement relates includes potential exposure of the Student to scheduled carcinogenic substances and/or other hazardous substances the CEO must retain a copy of the completed Arrangement Form for 30 years from the date the Student last worked at the Employer's workplace in accordance with the OHS Regulations or for a time described in any applicable OHS legislation in the State or Territory in which the Employer conducts its business.

**PART 5 – CHILD EMPLOYMENT PERMIT AND  
WORKING WITH CHILDREN CHECKS**

**18. Child Employment Permit and Working with Children Check**

18.1 The CEO must not enter into an Arrangement for a Student who is a Child unless the CEO is satisfied that:

- (a) the Employer has a current Child Employment Permit; and
- (b) any proposed Supervisor has a current Assessment Notice.

18.2 Prior to the commencement of the Arrangement, the CEO must obtain from the Employer a certified copy of the Employer's Child Employment Permit and a certified copy of the current Assessment Notice of any proposed Supervisor.

18.3 The CEO must retain a certified copy of the Employer's Child Employment Permit and of any Supervisors current Assessment Notice for a period of 5 years or as otherwise specified by the PR Act or in any other relevant legislation from time to time.

- 18.4 Prior to the commencement of the Arrangement, the CEO must obtain from the Employer a written assurance that the Employer will advise the CEO immediately if:
- (a) there is a relevant change in circumstances with respect to a Supervisor as specified in section 20(2) of the WWC Act; and/or
  - (b) a Supervisor is issued with an interim negative notice or a negative notice within the meaning of section 3 of the WWC Act.

**19. Declared Industries**

For the purpose of section 5.4.11 (5) of the Act, all industries and trades are declared to be classes of dangerous employment where there is a higher than usual possibility of a student, who is a Child, being exposed to the risk of physical injury.

**PART 6 – INTERSTATE ARRANGEMENTS**

**20. Application of Part 6**

This Part only applies to work experience undertaken by Students and Overseas Students in a Reciprocating State or in another State or Territory where the CEO is satisfied that it is appropriate to make an Arrangement. The obligations imposed by this part are in addition to the obligations imposed by other parts of this Order.

**21. Eligibility to undertake interstate arrangement**

A Victorian Student who is a Child must not be allowed to undertake work experience interstate.

**22. Arrangements with Employers in other States or Territories**

22.1 A CEO may make an Arrangement with an Employer in another State or Territory if:

- (a) that State or Territory is a Reciprocating State; or
- (b) the Principal is satisfied that it is appropriate that the Arrangement should be made.

22.2 In order to be satisfied that it is appropriate to enter into an Arrangement with an Employer in a State or Territory that is not a Reciprocating State, the CEO must be satisfied of the following matters:

- (a) those listed at clause 6.3 of this Order;
- (b) that the Employer understands the OHS legislation, regulations and standards in the State or Territory in which the Employer operates and undertakes to comply with such in relation to the Student, as if the Student were the Employer's employee;
- (c) the proposed Arrangement is not prohibited employment within the meaning of the legislation that relates to child employment in the State or Territory in which the Employer operates; and
- (d) the Student or the Parent (where the Student is under 18 years of age) have made suitable insurance arrangements as follows:
  - (i) cover for the Student for any injuries in the course of the Arrangement at least comparable to that applicable in Victoria to a Student under the **Accident Compensation Act 1985**; and
  - (ii) public liability insurance of at least \$10,000,000 cover per event in respect of any loss or damage which may be caused by any act or omission of the Student whilst engaged under an Arrangement.

22.3 Before permitting an Overseas Student to undertake an Arrangement in a Reciprocating State or another State or Territory, a CEO must be reasonably satisfied that the Employer is aware that it is an offence against the **Migration Act 1958** (Cth) to permit a person to work in breach of a visa condition.

22.4 A CEO must not enter into an Arrangement which relates to an Overseas Student where the CEO is aware that the terms of the proposed Arrangement are inconsistent with the conditions of the visa held by the Overseas Student.

**23. Application of Order**

This Order applies to all Students and Overseas Students undertaking work experience. For the avoidance of doubt, a Student who is a Child is subject to the transitional provisions as referred to in clause 24.2 of this Order.

**PART 7 – TRANSITIONAL**

**24. Transitional Provisions**

24.1 For the period from 1 January 2014 until 30 June 2014, this Order does not apply to any placement undertaken under an arrangement made on or before 31 January 2014.

24.2 The provisions as specified in sections 54 and 55 of the Child Employment Act apply.

Dated 20 December 2013

THE HON. PETER HALL, MLC  
Minister for Higher Education and Skills

**Geographic Place Names Act 1998**

**NOTICE OF REGISTRATION OF GEOGRAPHIC NAMES**

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

Feature Naming:

| Place Name           | Naming Authority and Location  |
|----------------------|--|
| Katie Peters Reserve | Department of Environment and Primary Industries<br>South of Mitta North Road within the locality of Eskdale.<br>For further details see map at <a href="http://www.dtpli.vic.gov.au/namingplaces">www.dtpli.vic.gov.au/namingplaces</a> |

Office of Geographic Names

Land Victoria  
570 Bourke Street  
Melbourne 3000

JOHN E. TULLOCH  
Registrar of Geographic Names

**Land Acquisition and Compensation Act 1986**

FORM 7

S. 21(a)  
Reg. 16

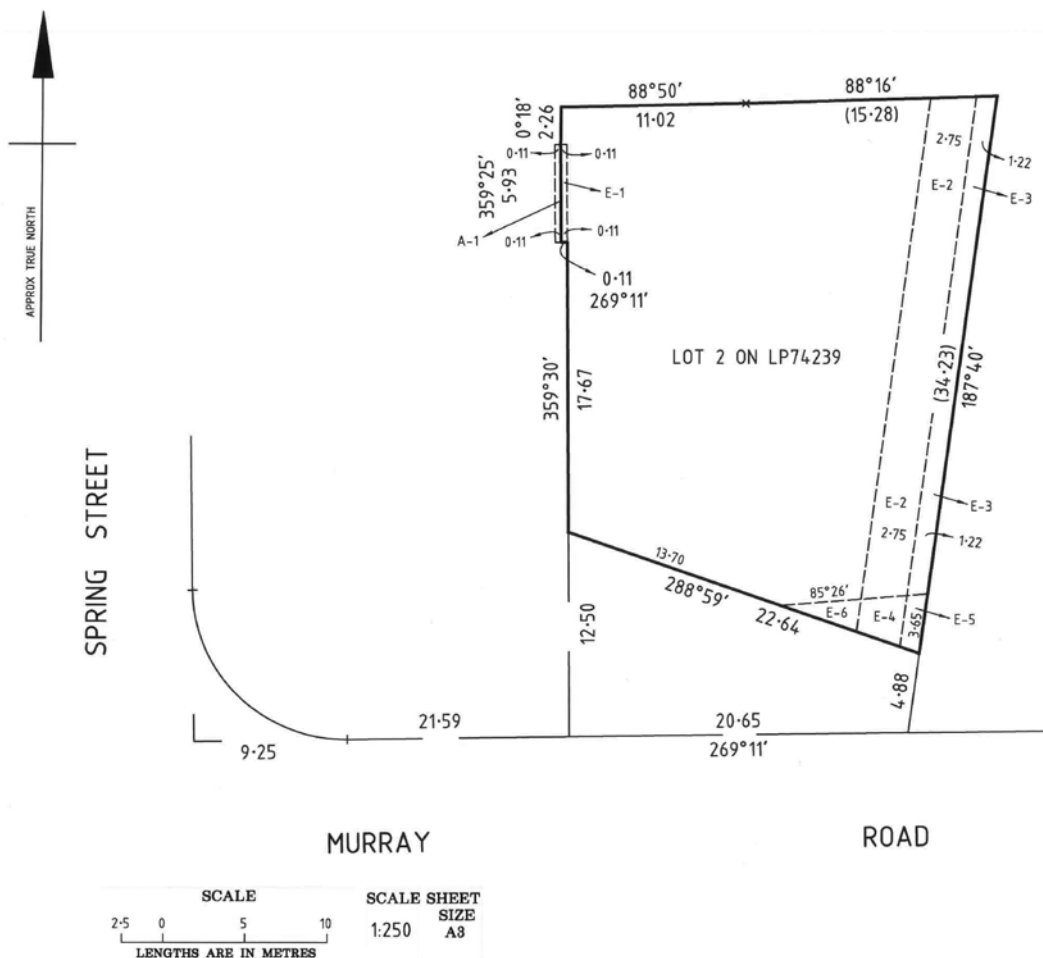
Notice of Acquisition

Compulsory Acquisition of Interest in Land

Yarra Valley Water Corporation declares that by this notice it acquires an interest in the form of a sewerage easement over the parcels of land marked E-4, E-5 and E-6 on the plan below, being part of the land contained within Certificate of Title Volume 8642 Folio 455, located at 356 and 358 Murray Road, Preston (Land).

**Interest Acquired:** LGC Developments Pty Ltd ACN 150 955 016, Thirty Eighth Vobarb Pty Ltd ACN 005 973 071, and all or any other interests in the Land.

Published with the authority of Yarra Valley Water Corporation.



For and on behalf of  
Yarra Valley Water Corporation  
Signed TONY KELLY  
Managing Director  
Yarra Valley Water Corporation

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**Land Acquisition and Compensation Act 1986**

FORM 7

S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Lot 1 and whole of Road R1 on Plan of Subdivision 143003, Parish of Eurambeen, comprising 8354.0 square metres being part of land described in Certificate of Title Volume 9517 Folio 470 and the whole of land described in Certificate of Title Volume 9517 Folio 472, shown as Parcels 9 and 11 on Survey Plan 22886.

**Interest Acquired:** That of Peter Raymond Goebel and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed ROD ROETMAN

Name Rod Roetman

Dated 9 January 2014

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**Land Acquisition and Compensation Act 1986**

FORM 7

S. 21(a)  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as:

Part of Crown Allotment 73A, Parish of Beaufort, comprising of 8.8105 hectares and being part of the land contained in Certificate of Title Volume 11276 Folio 346 shown as Parcel 140 and 141 on Survey Plan 22892.

Part of Crown Allotment 69A, Parish of Beaufort, comprising of 2.184 hectares and being part of the land contained in Crown Grant Volume 219 Folio 656 shown as Parcel 161 on Survey Plan 22893A.

Part of Crown Allotment 74A, Parish of Beaufort, comprising 7.772 shown as Parcel 160 on Survey Plan 22893A, and being part of the land contained in Certificate of Title Volume 11276 Folio 347.

Part of Crown Allotment 70B, Parish of Eurambeen, comprising 1.167 hectares shown as Parcel 21 on Survey Plan 22881A, and being part of the land contained in Certificates of Title Volume 11403 Folio 303 and Volume 9096 Folio 413.

**Interest Acquired:** That of Balesry Pty Ltd (ACN 83 006 399 122) and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed ROD ROETMAN

Name Rod Roetman

Dated 9 January 2014

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**Land Acquisition and Compensation Act 1986**  
FORM 7

S. 21(a)  
Reg. 16

Notice of Acquisition  
Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Crown Allotments 73N1 and 73M, Parish of Beaufort, comprising 6.462 hectares and being part of the land contained in Certificate of Title Volume 10680 Folio 565, shown as Parcels 50 and 52 on Survey Plan 22888.

**Interest Acquired:** That of Raymond Douglas Larkens and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed ROD ROETMAN

Name Rod Roetman

Dated 9 January 2014

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**Monash University Act 2009**

2013 MONASH UNIVERSITY INTERIM COUNCIL APPOINTMENT  
Ministerial Order MN3

**1. Purpose**

The purpose of this Order is to make an interim appointment of a Ministerial appointed position to the Council of Monash University.

**2. Authority for Order**

This Order is given pursuant to section 12 and Clause 9, Schedule 1 of the **Monash University Act 2009** (the Act).

**3. Name of Order**

This Order is called '2013 Monash University Council Interim Appointment MN3'.

**4. Interpretation**

Unless the context otherwise requires or the contrary intention appears, expressions used in this Order have the same meaning as in the Act and/or in the **Interpretation of Legislation Act 1984**, as appropriate.

**5. Commencement**

This Ministerial Order:

- (a) commences and takes effect on 1 January 2014; and
- (b) does not have retrospective effect; and
- (c) ceases on midnight on 30 June 2014, unless earlier revoked; and
- (d) cannot be extended.

**6. Order making an interim appointment as a Ministerial appointed member to the Council of Monash University**

I hereby order that the following interim appointment to the Council of Monash University is made to a vacancy in a Ministerial appointed position:

- The Honourable Peter Young

As specified in Clause 5, this appointment is valid only for the duration of the Order, unless earlier revoked.

Signed by the Minister  
THE HON. PETER HALL, MLC  
Minister for Higher Education and Skills  
Minister Responsible for the Teaching Profession

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**Monash University Act 2009**

## 2013 MONASH UNIVERSITY INTERIM COUNCIL APPOINTMENT

Ministerial Order No. MN2

**1. Purpose**

The purpose of this Order is to make an interim appointment of a Governor in Council appointed position to the Council of Monash University.

**2. Authority for Order**

This Order is given pursuant to section 12 and Clause 9, Schedule 1 of the **Monash University Act 2009** (the Act).

**3. Name of Order**

This Order is called '2013 Monash University Council Interim Appointment MN2'.

**4. Interpretation**

Unless the context otherwise requires or the contrary intention appears, expressions used in this Order have the same meaning as in the Act and/or in the **Interpretation of Legislation Act 1984**, as appropriate.

**5. Commencement**

This Ministerial Order:

- (a) commences and takes effect on 1 January 2014; and
- (b) does not have retrospective effect; and
- (c) ceases on midnight on 30 June 2014, unless earlier revoked; and
- (d) cannot be extended.

**6. Order making an interim appointment as a Governor in Council member to the Council of Monash University**

I hereby order that the following interim appointment to the Council of Monash University is made to a vacancy in a Governor in Council appointed position:

- Dr Helen Drennen

As specified in Clause 5, this appointment is valid only for the duration of the Order, unless earlier revoked.

Signed by the Minister  
THE HON. PETER HALL, MLC  
Minister for Higher Education and Skills  
Minister Responsible for the Teaching Profession

**Swinburne University of Technology Act 2010**

Governance and Administration Statute 2012

Academic and Student Affairs Statute 2012

## SWINBURNE UNIVERSITY OF TECHNOLOGY

## Notice of Promulgation

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

- Academic Senate Regulations 2014
- Academic Courses Regulations 2013
- Student Administration Regulations 2013

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

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

TOM ROWAN  
University Secretary  
Swinburne University of Technology



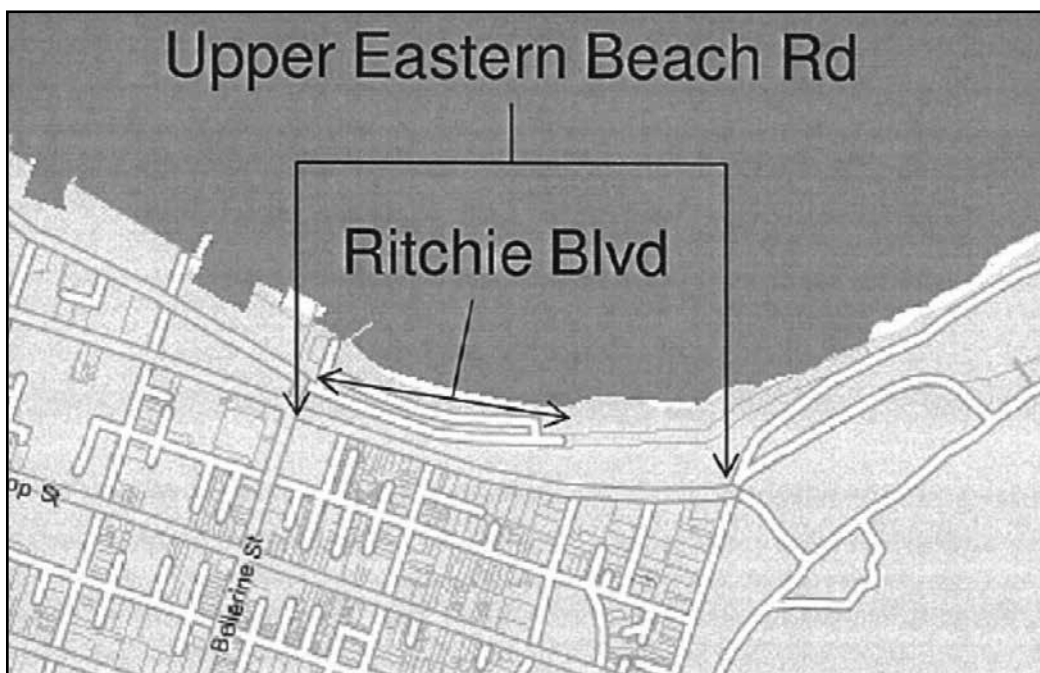
**Road Management Act 2004****DESIGNATION OF TOW AWAY AREA UNDER SCHEDULE 4 CLAUSE 5  
2014 GEELONG MULTI SPORT FESTIVAL**

Clause 5 of Schedule 4 to the **Road Management Act 2004** provides that a State road authority may move, keep or impound any vehicle that is unlawfully parked or left standing in an area designated by the Minister, (referred to in this instrument as a 'tow-away area'), and may charge the owner of the vehicle a reasonable fee.

For the purposes of that provision, I, Peter Todd, Acting Chief Executive of the Roads Corporation and delegate of the Minister for Roads, designate the locations specified and shown on the attached plan, to be a tow-away area for the 2014 Geelong Multi Sport Festival.

This instrument takes effect at 12.01 am on Sunday 9 February 2014 and expires at 11.59 pm on Sunday 9 February 2014.

- 1 Ritchie Boulevard, Geelong
- 1-72 Upper Eastern Beach Road, Geelong

**Plan of Tow-Away Area**

Dated 24 December 2013

PETER TODD  
Acting Chief Executive, Roads Corporation  
Delegate of the Minister for Roads

**Road Safety Act 1986**  
**ROAD SAFETY (VEHICLES) REGULATIONS 2009**  
 Specification of Temporary Routes for Class 1, 2 and 3 Vehicles  
 Murchison Tomato Festival

**1. Purpose**

The purpose of this notice is to specify routes on which class 1, 2 and 3 vehicles may travel in order to detour the temporary road closures for the Murchison Tomato Festival on 16 March 2014.

**2. Authorising provisions**

This notice is made under –

- (a) regulations 178, 180, 188, 190, 194, and 196 of the Road Safety (Vehicles) Regulations 2009 ('the Regulations'); and
- (b) clause 7 of Schedule 7 to the Regulations; and
- (c) clauses 11, 21, 31, 37 and 42 of Schedule 8 to the Regulations.

**3. Commencement**

This notice comes into operation on 16 March 2014, 7.00 am.

**4. Expiry**

This notice expires on 16 March 2014, 6.00 pm.

**5. Declaration**

I, Peter Todd, delegate of the Roads Corporation, declare that the following vehicles travelling under a gazette notice or permit issued under the Regulations may, on the conditions specified in that gazette notice or permit, travel on the routes and at the times specified in the Table below –

- (a) a class 1 vehicle travelling under –
  - (i) a gazette notice issued under regulation 178 or clause 7 of Schedule 7; or
  - (ii) a permit issued under regulation 180; or
- (b) a class 2 vehicle travelling under a gazette notice or permit issued under –
  - (i) regulation 188 or 190, respectively; or
  - (ii) clause 11, 21, 31, 37 or 42 of Schedule 8; or
- (c) a class 3 vehicle travelling under a gazette notice issued under regulation 194 or a permit issued under regulation 196.

**Table of Permitted Routes**

| Date and Time   | Permitted Routes  |
|---|---|
| From 7.00 am until 6.00 pm<br>on Sunday 16 March 2014 | Impey Street between Murchison–Tatura Road (Stevenson Street)<br>and Bendigo–Murchison Road (Watson Street) |

**Notes:**

1. Words and phrases in this notice have the same meanings as in the **Road Safety Act 1986** and the Regulations under that Act.
2. The specification of a permitted route does not permit a vehicle to be driven over any bridge in contravention of a posted mass or dimension limit.

Dated 3 December 2013

PETER TODD  
 Acting Chief Executive  
 Roads Corporation

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# Printed as two volumes

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