



Victoria Government Gazette

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No. G 22 Thursday 29 May 2014

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GENERAL

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Advertisers Please Note

As from 29 May 2014

The last Special Gazette was No. 161 dated 28 May 2014.

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

How To Submit Copy

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

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

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

**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (General)
QUEEN'S BIRTHDAY WEEK 2014**

Please Note New Deadlines for General Gazette G24/14:

The Victoria Government Gazette (General) for Queen's Birthday week (G24/14) will be published on **Thursday 12 June 2014**.

Copy deadlines:

Private Advertisements **9.30 am on Friday 6 June 2014**

Government and Outer

Budget Sector Agencies Notices **9.30 am on Tuesday 10 June 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

PRIVATE ADVERTISEMENTS

Land Act 1958

Notice is hereby given that Ocean Wave Seafoods Pty Ltd has applied for a licence pursuant to section 138 of the **Land Act 1958** for a term of 3 years in respect of the Avalon Aquaculture Fisheries Reserve (Crown Allotment 2008, Parish of Woornyalook), containing 16.99 hectares as a site for aquaculture purposes.

File Reference: 2018569

Responses should be directed to:
OCEAN WAVE SEAFOODS PTY LTD,
PO Box 474, Lara, Victoria 3212.

NOTICE OF DISSOLUTION OF PARTNERSHIP

Paul Ronald Shultz hereby gives notice that the partnership carried on by him with Sylvia Dorothea Shultz pursuant to a Deed of Partnership dated 8 February 1972 was dissolved on 26 April 2014 by the death of the said Sylvia Dorothea Schultz.

GARLAND HAWTHORN BRAHE
LAWYERS PTY LTD,
Level 20, 31 Queen Street, Melbourne 3000.

Re: PETER ANTHONY BAKER, deceased,
late of 1/48 High Street, Heathcote, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 January 2014, are required by the trustee, Patrick Joseph Connally, care of Beck Legal, 165–171 Hargreaves Street, Bendigo, Victoria, to send particulars to the trustee by 14 August 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

ANTHONY RICHARD DOCKERTY, late
of 41 Brinkkotter Road, Research, Victoria,
licensed motor trader, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 December 2013, are required by the administrator, Richard Alexander Dockerty,

care of the undernamed solicitors, to send particulars to him by 1 August 2014, after which date the administrator may convey or distribute the assets, having regard only to the claims of which he then has notice.

Dated 29 May 2014

BEST HOOPER, solicitors,
563 Little Lonsdale Street, Melbourne,
Victoria 3000.

Re: CARMELA FILOMENA DI FELICE,
late of 79 Denys Street, Fawkner, Victoria, home
duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 October 2013, are required by the trustee, Maria Grazia Tinker, 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: KIM ROBERT GAW, late of 26 Louvain
Street, Coburg, Victoria, sheet metal worker,
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 January 2014, are required by the trustee, Amanda Joy Gaw, 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: JOHN ALLAN GILLIES, late of 48
Lytton Street, Glenroy, Victoria, airline pilot,
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 September 2013, are required by the trustee, Paul Gillies, 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 of MARY OLWYN GROGAN.

Creditors, next-of-kin or others having claims in respect of the estate of MARY OLWYN GROGAN, late of 9 Lockwood Street, Birchip, in the State of Victoria, home duties, deceased, who died on 25 February 2014, are to send particulars of their claim to the executors, care of the undermentioned legal practitioners, by 31 July 2014, after which the executors will distribute the assets, having regard only to the claims of which they then have notice.

DWYER MAHON & ROBERTSON,
legal practitioners,
Beveridge Dome, 194–208 Beveridge Street,
Swan Hill 3585.

Re: JANICE FRANCIS SPEECHLEY,
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 July 2013, are required by the trustee, Megan Simone Edleston, care of Featherbys Lawyers, of 14 Ninth Avenue, Rosebud, Victoria, to send particulars to the trustee by 30 July 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

FEATHERBYS LAWYERS, solicitors,
14 Ninth Avenue, Rosebud 3939.

Re: JOHN PAUL LYNAM, late of 17–19
Lalors Road, Healesville, Victoria 3777, retired,
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 May 2014, are required by the trustee, Jennifer Anne Sharp, to send particulars to her, care of the undersigned, by 27 July 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: LESLIE LAWRENCE MAYS (also known as Leslie Laurence Mays), late of 19 Killara Road, Coldstream, Victoria 3770, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 May 2014, are required by the trustee, Christopher Ernest Mays, to send particulars to him, care of the undersigned, by 27 July 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: Estate MARY MARGARET ANNE STRANG, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 February 2014, are required by the trustee, Andrew William Strang, to send particulars to him, care of the undersigned, by 21 July 2014, 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: Estate of JEANETTE NEWTON.

Creditors, next-of-kin and others having claims against the estate of JEANETTE NEWTON, late of 8 Grandview Road, Chadstone, Victoria, school teacher, deceased, who died on 28 January 2014, are requested to send particulars of their claims to the executor, care of the undermentioned lawyers, by 29 July 2014, after which date he will distribute the assets, having regard only to the claims of which he then has notice.

HICKS OAKLEY CHESSELL WILLIAMS,
lawyers,
The Central 1, Level 2, Suite 17,
1 Ricketts Road, Mount Waverley, Victoria 3149.

ALLEN JAMES THOMPSON, late of 6 Karen Court, Mill Park, Victoria, engineer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 June 2012, are required by the trustees, Jason Allen Thompson and Scott James Thompson, to send particulars to them, care of

the undersigned, by 1 August 2014, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

IRONGROUP LAWYERS,
Level 8, 533 Little Lonsdale Street,
Melbourne 3000.

JOHN CHARLES EGGLESTONE, late of 129 Cowin Street, Diamond Creek, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovementioned deceased, who died on 10 October 2013, are required to send particulars of their claims to the executors, Jacke Mary Trim and Francis Charles Egglestone, care of PO Box 34, Bundoora, Victoria 3083, by 30 July 2014, after which date the said executors may convey or distribute the assets, having regard only to the claims of which they then have notice. Probate was granted on 9 April 2014.

ELSIE MABEL CHAPMAN, late of Darvall Lodge, 521 Princes Highway, Noble Park, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 February 2014, are required by the executor, Suzanne Mary Lyttleton, to send particulars to her, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

LYTTLETONS, solicitors,
53 Marcus Road, Dingley 3172.

Re: AUDREY BERNICE WHITE, late of Regis Bayside Gardens, 161 Male Street, Brighton, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 November 2013, 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 28 July 2014, 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: MARIA THERESE FITZGERALD, late of Melaleuca Lodge, 371 Manningham Road, Doncaster, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 January 2014, are required by the trustees, Michael Thomas Fitzgerald and Catherine Frances Powell, to send particulars to the trustees, care of the undermentioned solicitors, by 1 August 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,
Level 1, 177 Surrey Road, Blackburn 3130.
CD:2140142

Re: JAN VAN ZANEN, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 November 2013, are required by the trustees, Kenneth Roger Tobias and Mandy Taylor, to send particulars to them, care of the undersigned solicitor, by 29 July 2014, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

MICHELLE THOMAS, solicitor,
1 Redwood Drive, Notting Hill 3168.

Re: BERYL ALICE CRUSI, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 February 2014, are required by the personal representatives, Geoffrey Sharpe, Mary Louise Crusi, Paul Kevin Crusi and Anne Margaret Pirc, to send particulars to the trustees by 23 July 2014, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which the personal representatives have notice.

MOORES,
9 Prospect Street, Box Hill, Victoria 3128.

KARTHIGASU PARANJOTHI, late of Block 572, Ang Mo Kio Avenue 3 #07-3367 Singapore, civil servant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 April 2011, are required by

the executor, Karthigasu Sulosana, to send particulars to her, care of the undersigned solicitors, by 30 July 2014, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

NEVILE & CO., commercial lawyers,
Level 11, 100 Collins Street, Melbourne 3000.

Re: NANCY JOYCE BELL, late of 8 Freycinet Street, Waratah Bay, Victoria 3959, bookkeeper, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 January 2014, are required by the trustee, James Edwin Curnow Harry, to send particulars to the trustee, care of the undermentioned solicitors, by 31 August 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

OAKLEYS WHITE LAWYERS,
65 Main Street, Foster 3960.

Re: Estate MONA MARY FLORENCE BOASE (in the Will called Mona Mary Boase), deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 December 2013, are required by the trustee, Benjamin John Boase, to send particulars to him, care of the undermentioned solicitors, by 30 August 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, lawyers,
4th Floor, 379 Collins Street, Melbourne 3000.

Creditors, next-of-kin and others having claims in respect of the estate of LUDMILA ZOFIA LAURECKI, late of Unit 2, 10 Arthur Street, Hughesdale, Victoria, deceased, who died on 5 September 2012, are required to send particulars of such claims to the executor, care of the undermentioned solicitors, by 28 July 2014, after which date the executor will convey or distribute the assets, having regard only to the claims of which the executor then has notice.

PIETRZAK SOLICITORS,
222 LaTrobe Street, Melbourne 3000.

MARJORIE WINIFRED BRAY, late of Bella Charra, 100 Weddell Road, North Geelong, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 28 February 2014, are required by the trustee, Heather Marjorie Cofield, to send particulars of their claims to the trustee, in the care of the undermentioned legal practitioner, by 29 August 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

Re: ELIZABETH CAMERON COYLE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 31 January 2014, are required by the trustees, Terence Patrick Coyle and Sharon Elizabeth Coyle, to send particulars of such claims to them, in care of the undermentioned lawyers, by 30 July 2014, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

Re: RITA McKAY, late of Nirvana Nursing Home, 78 Nirvana Avenue, Malvern East, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 January 2014, are required by Patricia Hope and Michael John Oram, the trustees of the estate of the deceased, to send particulars of their claims to them, care of the undermentioned lawyers, by 6 August 2014, by which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

RUSSO PELLICANO CARLEI, lawyers,
43 Atherton Road, Oakleigh, Victoria 3166.

Re: ELIZABETH MARGARET ALLEN, late of Unit 35/12 Lisson Grove, Hawthorn, Victoria, retired secretary, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 April 2014, are required by the

trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 29 July 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED,
18 View Street, Bendigo 3550.

Re: CHRISTOPHER JOHN BOURKE, late of Unit 1, 35A Glencoe Street, Kennington, Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 January 2013, are required by the trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 29 July 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED,
18 View Street, Bendigo 3550.

Re: JOHN HENRY CLEARY, late of Joan Pinder Nursing Home, 26 Gibson Street, Bendigo, Victoria, retired electroplater, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 March 2014, are required by the trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 29 July 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED,
18 View Street, Bendigo 3550.

Re: NEVILLE JOHN HEARPS, late of 68 Mill Street, Bendigo 3550, Victorian Racing Club starter, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 April 2014, are required by the trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 30 July 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED,
18 View Street, Bendigo 3550.

Re: DAVID JOHN O'CALLAGHAN, late of 21 Johnson Street, Ouyen, Victoria, farmer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 July 2013, are required by the trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 29 July 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED,
18 View Street, Bendigo 3550.

Re: WALLACE DONALD READ, late of 1371 Cosgrove Road, Lemnos, Victoria 3631, retired farmer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 April 2014, are required by the trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 11 August 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED,
18 View Street, Bendigo 3550.

Re: EVELYN ELIZABETH RUSSELL, late of Alexander Aged Care, 1720 Dandenong Road, Clayton, Victoria, retired draftsman, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 February 2013, are required by the trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 29 July 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED,
18 View Street, Bendigo 3550.

Re: LEO BERNARD DOWLING, late of 25 Main Street, Coburg, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 4 November 2013, are

required to send particulars of their claims to the executors, Peter Joseph Dowling, Michael Bernard Dowling and Geraldine Leonie Mitchell, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which date the said executors will distribute the assets, having regard only to the claims of which they then have notice.

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

Re: ELIZABETH FRASER, late of Villa Maria, 101 Lewisham Road North, Prahran, Victoria 3181, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 23 February 2014, are required by the executor, Siobhan Therese Moran, to send particulars to her, care of the undermentioned solicitors, by 31 July 2014, 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.

Re: DIMITRIOS NAOUMIDIS, late of 21 Henrietta Street, Hampton East.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 13 March 2014, are required by the executor, Arthur Naoumidis, to send particulars of their claim to him, care of the undermentioned solicitors, by 29 July 2014, after which date the said executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

TUCKER PARTNERS,
Level 34, 360 Collins Street, Melbourne 3000.

Re: The estate of ANNIE PALLIS, late of 6 Eva Street, Clayton, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 March 2014, are required by the executors to send particulars to them, care of the undersigned solicitors, by 5 August 2014, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: ELLA MAY BATTERSBY, late of 17 Hilltop Court, Yarra Junction, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 October 2013, are required to send particulars of their claims to the executors, care of GPO Box 1946, Melbourne 3001, by 22 August 2014, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

ADVERTISEMENT OF AUCTION BY THE SHERIFF

On Thursday 3 July 2014 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 Maree Therese Formica of Unit 7, 25 Elizabeth Street, Mooroopna, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 09606 Folio 712, upon which is erected a unit and known as of Unit 7, 25 Elizabeth Street, Mooroopna, will be auctioned by the Sheriff.

Registered Mortgage (Dealing No. AF664002B) and Owners Corporation Plan SP021780Y 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 of sale. Payment is by cheque only.

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

SHERIFF

ADVERTISEMENT OF AUCTION BY THE SHERIFF

On Thursday 3 July 2014 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 Paul Godfrey of 114 Brysons Road, Warrandyte

South, as shown on Certificate of Title as Paul Matthew Godfrey, joint proprietor with Katrina Leigh Godfrey of an estate in fee simple in the land described on Certificate of Title Volume 08444 Folio 105, upon which is erected a dwelling and known as 114 Brysons Road, Warrandyte South, will be auctioned by the Sheriff.

Registered Mortgage (Dealing No. AH359147H) affects 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 of sale. Payment is by cheque only.

Please contact Sheriff's Asset Administration Services by email at realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

ADVERTISEMENT OF AUCTION BY
THE SHERIFF

On Thursday 10 July 2014 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 Steven Munro of 6 Breenview Place, Doreen, as shown on Certificate of Title as Steven Ronald Munro, joint proprietor with Kathryn Anne Munro of an estate in fee simple in the land described on Certificate of Title Volume 11107 Folio 945, upon which is erected a dwelling and known as 6 Breenview Place, Doreen, will be auctioned by the Sheriff.

Registered Mortgage (Dealing No. AH265092E), Agreement Section 173 **Planning and Environment Act 1987** (Dealing No. AD808298U) and Covenant PS549305Q 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 of sale. Payment is by cheque only.

Please contact Sheriff's Asset Administration Services by email at realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

ADVERTISEMENT OF AUCTION BY
THE SHERIFF

On Thursday 3 July 2014 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 John Turner and Shashikala Turner, both of 57 The Parkway, Caroline Springs, as shown on Certificate of Title as John William Turner and Shashikala, joint proprietors of an estate in fee simple in the land described on Certificate of Title Volume 10586 Folio 824, upon which is erected a residential dwelling and known as 57 The Parkway, Caroline Springs, will be auctioned by the Sheriff.

Registered Mortgage (Dealing No. AG268773V), Registered Caveat (No. AJ583541J), Registered Caveat (No. AJ635911Q) and Covenant X585133Y 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 of sale. Payment is by cheque only.

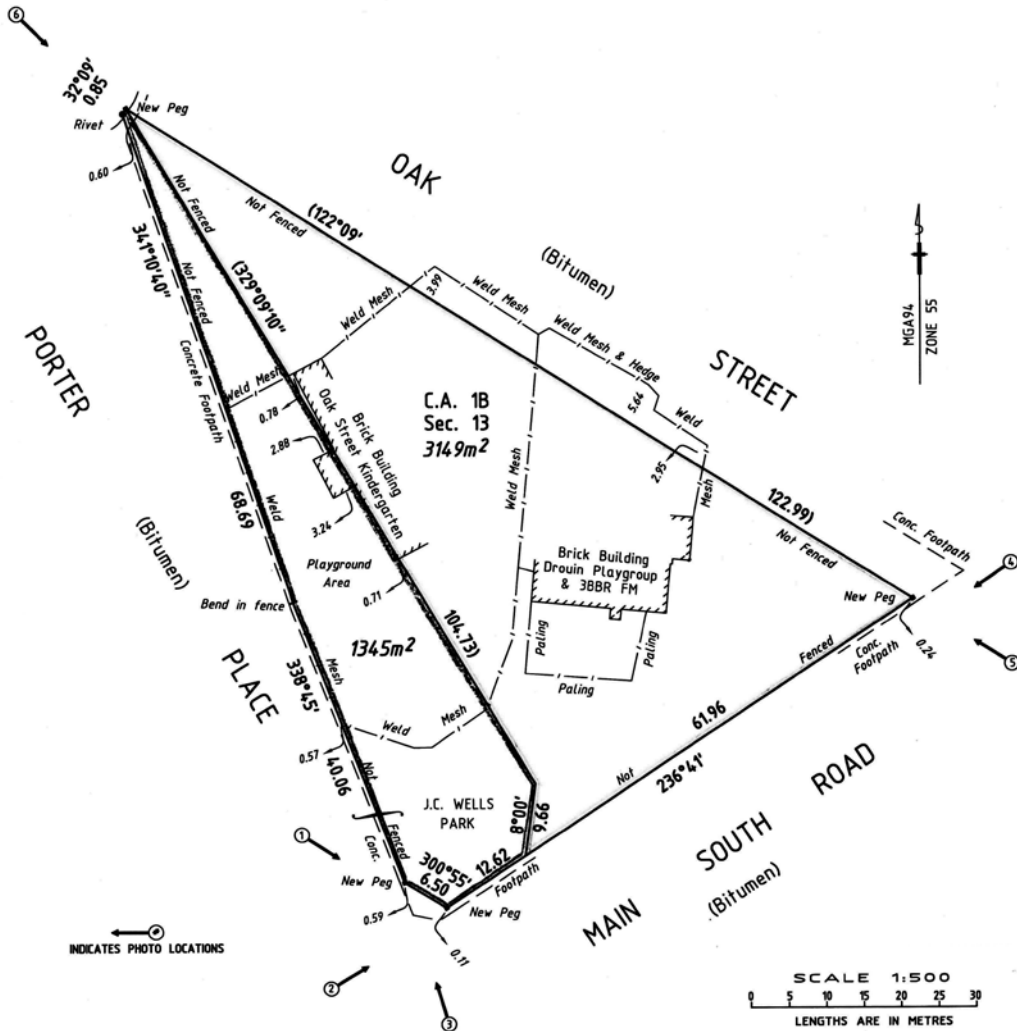
Please contact Sheriff's Asset Administration Services on (03) 8684 8612 or realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**

BAW BAW SHIRE COUNCIL
Road Closure-Porter Place, Drouin

Pursuant to section 206 and Schedule 10 of the **Local Government Act 1989**, the Baw Baw Shire Council, at its ordinary meeting on 12 September 2012, formed the opinion that the road shown outlined in bold on the plan below is no longer required for public use and resolved to discontinue the road.



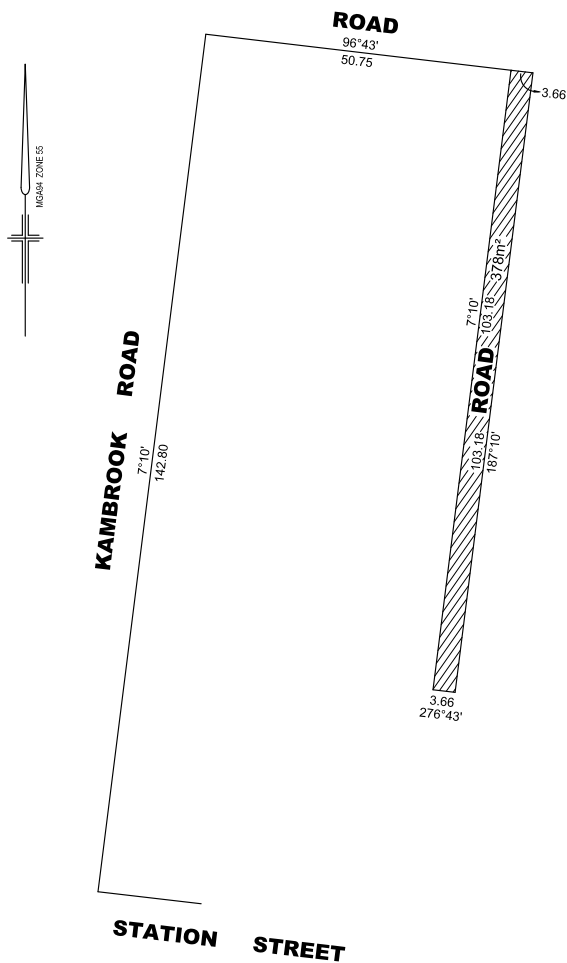
HELEN ANSTIS
Chief Executive Officer

GLEN EIRA CITY COUNCIL

Road Discontinuance

Pursuant to section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989**, the Glen Eira City Council, at its meeting held on 20 May 2014, formed the opinion that the 3.66 m wide road at the rear of 56 to 70 Kambrook Road, Caulfield North, shown by hatching on the plan below, is not reasonably required as a road for public use and resolved to discontinue the road and to sell the land from the road by private treaty to the Victoria Amateur Turf Club (incorporating the Melbourne Racing Club) as the owner of the adjoining land.

The road is to be sold subject to the right, power or interest held by the South East Water Corporation in the road in connection with any sewers, drains or pipes under the control of that authority in or near the road.



ANDREW NEWTON
Chief Executive Officer

MARIBYRNONG CITY COUNCIL

Local Government Act 1989

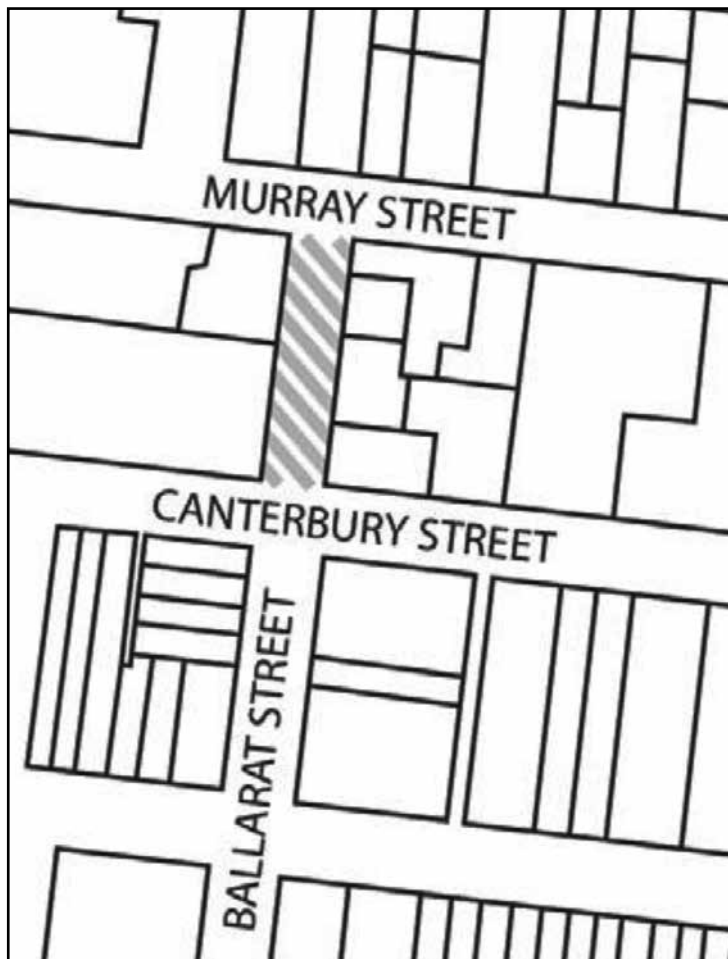
Discontinuance of Road

Section 206

Schedule 10

Clause 3

The Maribyrnong City Council, in accordance with a resolution on 13 May 2014, acting under Clause 3 of Schedule 10 to the **Local Government Act 1989**, declares by this notice it discontinues part of Ballarat Street, between Canterbury and Murray Street, Yarraville, as shown hatched on the plan below, for the purpose of creating a permanent park space.



Published with the authority of the Chief Executive Officer of the Maribyrnong City Council, Council Offices, corner Napier and Hyde Street, Footscray 3011.

Dated 29 May 2014

VINCE HAINING
Chief Executive Officer
Maribyrnong City Council



PUBLIC NOTICE

Adoption of Road Management Plan

In accordance with the **Road Management Act 2004**, Bass Coast Shire Council gives notice that it adopted its Road Management Plan at its Council meeting on 21 May 2014.

The purpose of the Road Management Plan is to ensure that the standards and priorities to be given to the inspection, maintenance and repair of the roads to which Council's Road Management Plan applies, consistent with the role, functions and responsibilities of Council as a road authority under the Act are safe, efficient and appropriate for use by the community.

The adopted Road Management Plan Version 3.0 will be available for examination at Council Service Centres located at Wonthaggi, Cowes, Inverloch or Grantville, during office hours, or can be viewed on Council's website, www.basscoast.vic.gov.au

Any enquiries about the Road Management Plan can be directed to Mark Simpson, Infrastructure and Property Manager on 1300 BCOAST (226 278) or via email at basscoast@basscoast.vic.gov.au

PAUL BUCKLEY PSM
Chief Executive Officer

Planning and Environment Act 1987

CASEY PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C166

The Casey City Council has prepared Amendment C166 to the Casey Planning Scheme.

The land affected by the Amendment is the land known as the Cranbourne Racing Complex (Part C/A 17A, Part C/A 21A, Part Lot 1 C/A 21B, 21D, 21E, 21F, 21G, 21H Section CA, and 2001, Parish of Cranbourne, Res PS 403885J).

The Amendment also applies to the land at 1, 7–11, 13–15 Laurie Cleary Lane, Cranbourne (Lot 1 LP 45431, Lot 2 LP 45431 and Lot 1 PS 524696L and Lot 1 PS 433079R), and

1–11, 10, 13–15 and 17–19 Cyril Beechey Lane, Cranbourne (Lot 15 LP 7319, Lot 2 PS 524696L, Part Lot 2 PS 517359, and Lot 1 PS 517359).

The Amendment proposes to facilitate the redevelopment of the Cranbourne Racing Complex and surrounds. The Amendment:

- rezones the land bounded by the South Gippsland Highway, Ballarto Road, Cemetery Road, and Laurie Cleary Lane, Cranbourne, from the Public Park and Recreation Zone (PPRZ) to the Special Use Zone, Schedule 4 (SUZ4);
- rezones the properties at 1, 7–11, 13–15 Laurie Cleary Lane, and 1–11, 10, 13–15 and 17–19 Cyril Beechey Lane, Cranbourne, from Low Density Residential Zone (LDRZ) to the Special Use Zone, Schedule 4 (SUZ4);
- rezones the former Shire of Cranbourne O'Tooles Road Depot from Public Use Zone (PUZ6) to (SUZ4) to recognise its inclusion in the Cranbourne Racing Complex;
- deletes DPO1 as it applies to the Cranbourne Racing Complex;
- deletes the Intensive Horse Stabling Policy at Clause 22.11 of the Casey Planning Scheme, which has been translated as part of the Intensive Horse Stabling Precinct Requirements in the 'Cranbourne Racing Complex and Surrounds Investment and Development Plan City of Casey December 2013';
- inserts a new incorporated document titled 'Cranbourne Racing Complex and Surrounds Investment and Development Plan City of Casey December 2013'; and
- revises Clause 21.07 to remove reference to the Horse Stabling Policy which has been removed as part of this Amendment.

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, City of Casey, Customer Service Centre, Municipal Offices, Magid Drive, Narre Warren; City of Casey, Customer Service Centre, Shop 8 (Bendigo Bank building), Amberly Park Shopping Centre, 101 Seebeck Drive, Narre Warren South; and City of Casey, Customer Service Centre, Cranbourne Park Shopping Centre (opposite Post Office), Cranbourne.

The Amendment can also be inspected, free of charge, at the Department of Transport, Planning and Local Infrastructure website at www.dpcd.vic.gov.au/planning/publicinspection and on the City of Casey website at www.casey.vic.gov.au/planningexhibition

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 5 pm Monday 30 June 2014.

A submission must be sent to: Manager Strategic Development, City of Casey, PO Box 1000, Narre Warren, Victoria 3805.

Please be aware that copies of submissions received may be made available, including electronically, to any person for the purpose of consideration as part of the planning process.

Should you have any queries about this Amendment, please contact Council's Strategic Planning Department on (03) 9705 5200.

Dated 29 May 2014

DAVID WILKINSON
Acting Manager Strategic Development

Planning and Environment Act 1987

GREATER SHEPPARTON PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C134

The Greater Shepparton City Council has prepared Amendment C134 to the Greater Shepparton Planning Scheme.

The land affected by the Amendment is known as 205 Quarry Road, Pine Lodge, also described as Lots 1 and 2 on TP 252790.

The Amendment proposes to rezone land from the Farming Zone (FZ) to the Public Use Zone Schedule 6 – Local Government (PUZ6) to facilitate development of the site for the purposes of a municipal landfill, which will be operated by the Greater Shepparton City Council.

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, Greater Shepparton City Council, 90 Welsford Street, Shepparton; at the Department of Transport, Planning and Local Infrastructure website, www.dpcd.vic.gov.au/planning/publicinspection; and at the Greater Shepparton City Council website, www.greatershepparton.com.au

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 30 June 2014. A submission must be sent to the Greater Shepparton City Council, Locked Bag 1000, Shepparton, Victoria 3632.

COLIN KALMS
Manager Planning

Planning and Environment Act 1987

MACEDON RANGES PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C89

The Macedon Ranges Shire Council has prepared Amendment C89 to the Macedon Ranges Planning Scheme.

The land affected by the Amendment consists of more than 141 parcels located throughout the Shire.

The Amendment proposes to amend various provisions of the Macedon Ranges Planning Scheme to correct a number of zoning errors and anomalies on land throughout the Shire, correctly apply the Heritage Overlay to heritage places, and correct heritage place details in the Schedule to the Heritage Overlay (Clause 43.01).

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at Macedon Ranges Shire Council Service Centres and Libraries: Kyneton Service Centre, 129 Mollison Street, Kyneton 3444; Gisborne Service Centre, 40 Robertson Street, Gisborne 3437; Gisborne Library, 8 Hamilton Street, Gisborne 3437; Kyneton Library, 3 Baynton Street, Kyneton 3444; Romsey Library (and Service Centre), 96–100 Main Street, Romsey 3434; Woodend Library (and Service Centre), corner Forest and High Streets, Woodend 3442; and at the Department of Transport, Planning and Local Infrastructure website, www.dpcd.vic.gov.au/planning/publicinspection

Any person who may be affected by the Amendment may make a submission to the planning authority. 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 30 June 2014. A submission must be sent to the Macedon Ranges Shire Council, PO Box 151, Kyneton, Victoria 3444.

PETER JOHNSTON
Chief Executive Officer
Macedon Ranges 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 29 July

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.

BROWN, Vesta Mavis, late of Salford Park Retirement Community, 100 Harold Street, Wantirna, Victoria 3152, deceased, who died on 2 January 2014, Grant of Probate 16 May 2014.

GRIFFITHS, Lillian Ann, late of Cheltenham Manor, 10–12 Bendigo Street, Cheltenham, Victoria 3192, widow, deceased, who died on 20 March 2014.

HOLTON, John Victor, late of Flat 30, 127 Gordon Street, West Footscray, Victoria 3012, deceased, who died on 12 September 2013, Grant of Probate 15 May 2014.

KEATING, Audrey, late of Arlington Aged Care Facility, 3 Collins Street, Thornbury, Victoria 3071, deceased, who died on 14 March 2014.

KEMFERTAS, Richard Phillip, late of Kallara Care SRS, 126 Cuthberts Road, Alfredton, Victoria 3350, pensioner, deceased, who died on 11 March 2014.

McPHEE, Shirley Mary, late of Park Hill Aged Care, 160 Tyabb Road, Mornington, Victoria 3931, retired, deceased, who died on 15 September 2012.

SNOW, Elaine Joyce, late of Unit 1, Drisdale Retirement Village, 37–43 Collins Street, Drysdale, Victoria 3222, retired, deceased, who died on 3 March 2014.

Dated 20 May 2014

STEWART MacLEOD
Manager

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 1 August 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.

COPLEY, Karen Annette, late of 42 Clifton Avenue, Stawell, Victoria 3380, pensioner, deceased, who died on 18 January 2014, Grant of Probate 15 May 2014.

GRIGG, Joyce, late of Stratham Uniting Aged Care, 17 Jollimont Road, Forest Hill, Victoria 3131, deceased, who died on 24 January 2014, Grant of Probate 26 April 2014.

HALAMICEK, Robert Guenther, late of Uniting Aged Care – Kalkee Nangatta, 206 High Street, Belmont, Victoria 3216, retired, deceased, who died on 20 December 2013, Grant of Probate 15 May 2014.

ORR, Vincent Edward, late of Edward Street Nursing Home, 2–6 Edward Street, Upper Ferntree Gully, Victoria 3156, Board of Works employee, deceased, who died on 25 January 2014, Grant of Probate 15 May 2014.

ITCHIE, Andrew, late of 45 Hobbs Crescent, Reservoir, Victoria 3073, deceased, who died on 24 November 2013, Grant of Probate 2 May 2014.

STEWART, Alan James, late of Apartment 4, Citygate Travel Apartments, 6 Tennyson Street, St Kilda, Victoria 3182, retired, deceased, who died on 17 March 2014.

Dated 23 May 2014

STEWART MacLEOD
Manager

INTERIM EXEMPTION

Application No. H98/2014

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Moreland City Council (the applicant). The application for exemption is to enable the applicant to:

- Operate single gender sessions at the Council's Aquatic and Leisure Facilities and in particular at Fawkner Leisure Centre, at Coburg Leisure Centre and the Brunswick Baths;
- Provide those sessions during and outside normal opening hours and in areas that can be closed off to the general public if required;
- Advertise those sessions; and
- Advertise for and employ female-only or male-only staff as required to operate the single gender sessions

(the exempt conduct).

Upon reading the material filed in support of this application, including the affidavit of Chris Leivers, and having had regard to Reasons for Decision dated 30 August 2006 regarding an earlier exemption and a further exemption which expired on 19 May 2014, the Tribunal is satisfied that it is appropriate to grant an interim exemption from sections 16, 44, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct until the application is finally heard and determined.

In granting this exemption, the Tribunal noted:

- Previous exemptions have been granted to the applicant in similar terms, the last of which expired on 19 May 2014. I am not currently satisfied that the exempt conduct is a special measure or that an exception applies to the exempt conduct. Accordingly, 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 or women who wish to use the applicant facilities at times when they are used for the other gender-only sessions or be employed by the applicant to work during those sessions. I am satisfied that for the purposes of this interim exemption, the limit imposed by this exemption is reasonable and justified under the Charter.

The Tribunal hereby grants an interim 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 30 August 2014.

Dated 26 May 2014

A. DEA
Member

NOTICE OF REVOCATION OF EXEMPTION

Application No. H124/2013

On 16 April 2014, the Victorian Civil and Administrative Tribunal (the Tribunal) granted an exemption to Raytheon Australia Pty Ltd (the applicant) under section 89 of the **Equal Opportunity Act 2010** (the Act). The exemption was published in the Government Gazette on 24 April 2014.

The applicant has sought an amendment to the exemption to change the reporting period from 12 monthly reports commencing on 16 April 2015 to reports to be provided by 1 February each year for the reporting period 1 January to 31 December of each year, with an additional report to be provided for the period 1 January 2019 to 30 April 2019.

A further exemption in the same terms as that made on 16 April 2014 has today been granted by the Tribunal subject to the amendment described above. That exemption shall remain in force until 30 April 2019.

It is appropriate in all the circumstances for the Tribunal to revoke the exemption granted on 16 April 2014 under section 89(5)(b) of the Act. Under section 89(3)(b) of the Act, this notice of revocation will take effect on and from 30 August 2013.

Dated 26 May 2014

A. DEA
Member

EXEMPTION

Application No. H124/2013

The Victorian Civil and Administrative Tribunal (the Tribunal) has received an application, pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act), by Raytheon Australia Pty Ltd (the Applicant). The application is for renewal of an exemption granted on 19 April 2011 under section 83(3)(a) of the then applicable **Equal Opportunity Act 1995**. The current application seeks an exemption from sections 16, 18, 21, 44, 107 and 182 of the Act. The application for exemption is to enable the Applicant to engage in the exempt conduct.

In this exemption, 'exempt conduct' means any of the following conduct, for the purposes only of enabling the Applicant to meet its obligations under contract and under the International Traffic In Arms Regulations (defined as 'ITAR' and as amended and in force at each time the conduct is engaged in) and only to the extent necessary to enable it to do any of the following –

- (a) request existing and prospective employees and contract workers to provide:
 - (i) their Personal Information; and
 - (ii) any changes in the Personal Information that they have already provided or that may be required for ITAR compliance.
- (b) restrict ineligible employees and contract workers from accessing ITAR Controlled Material;
- (c) advertise positions with the Applicant as being subject to an ability of the prospective employee or contract worker to obtain approvals for access to ITAR Controlled Material;
- (d) reject applications by prospective employees and contract workers for positions which expose them to ITAR Controlled Material in circumstances where the individual concerned is ineligible;

- (e) remove existing employees and contract workers from positions and/or projects which expose them to ITAR Controlled Material in circumstances where they are ineligible; and
- (f) provide US Sponsor companies and the US Government with information relevant to the establishment of the eligibility of employees and contract workers of the Applicant who require, or are likely to require, access to ITAR Controlled Material.

‘ITAR Controlled Material’ means defence articles, technical data and defence services regulated by the ITAR.

‘Personal Information’ includes:

- (a) current and past citizenship;
- (b) country of birth;
- (c) current and past passports held; and
- (d) current and past residential status held in any country other than the US or Australia.

‘US Sponsor Company’ means a US company which provides ITAR Controlled Material to the Applicant.

Upon reading the material submitted in support of the application and upon hearing submissions from the Applicant and for the Reasons for Decision given by the Tribunal on 16 April 2014, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 16, 18, 21, 44, 107 and 182 of the Act to enable the Applicant to engage in the exempt conduct.

The Tribunal hereby grants an exemption to the Applicant from the operation of sections 16, 18, 21, 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 and including 29 May 2014 until 30 April 2019.

This exemption is subject to the condition that the Applicant must provide to the Tribunal and the Victorian Equal Opportunity and Human Rights Commission a written report by 1 February (for the reporting period 1 January to 31 December) of every year during which this exemption remains in force and an additional report by 31 May 2019 (for the reporting period 1 January 2019 to 30 April 2019). In each report, the Applicant must detail:

- (a) the steps it has taken to comply with the terms of the exemption;
- (b) the number of persons affected by the exemption, the nature of the effects, and the steps taken to redress any adverse effects; and
- (c) the implementation of and compliance generally with the terms of the exemption.

Dated 26 May 2014

A. DEA
Member

Building Act 1993

DOMESTIC BUILDING INSURANCE MINISTERIAL ORDER

I, Matthew Guy, Minister for Planning, make the following Order:

PART 1 – INTRODUCTORY**1. Purposes of this Order**

- (1) This Order specifies variations to the insurance that a builder is required to be covered by in order to carry out or manage or arrange the carrying out of domestic building work under a domestic building contract of a specified kind.
- (2) This Order specifies variations to the insurance that a person who constructs a building and to whom section 137B of the **Building Act 1993** applies is required to be covered by before entering into a contract to sell that building.

2. Authorising provisions

This Order is made under sections 135, 137A and 137D of the **Building Act 1993**.

3. Commencement

This Order takes effect on 1 July 2014.

4. Application

This Order is supplementary to, and operates in conjunction with, the Order issued under the same authorising provisions as this Order and published in Special Government Gazette S98 on 23 May 2003, and which took effect on 1 July 2003.

The variations set out in Part 2 of this Order are to be taken to form part of the specified provisions of the Order published on 23 May 2003. References to numbered clauses in Part 2 of this Order are references to clauses bearing those numbers in that Order.

PART 2 – VARIATIONS TO MINISTERIAL ORDER

5. In clause 6, for ‘\$12 000’ substitute ‘\$16 000’.

6. For sub-clause 8(3), substitute:

‘(3) The policy may provide that the indemnity referred to in sub-clause (1) or (2) only applies if:

- a) the builder dies, becomes insolvent or disappears; or
- b) the policy was issued after Part 3 of the **Building Legislation Amendment Act 2014** has commenced operation and then, in accordance with section 137A(5) of the **Building Act 1993** and subject to sections 137A(6) and (7) of that Act, the Authority has certified that:
 - i) a rectification order relating to the domestic building work has not been complied with and the domestic building contract has been completed or terminated; or
 - ii) the registration of the builder under Part 10 of the **Building Act 1993** has been wholly suspended or cancelled or suspended to the extent that the builder cannot lawfully complete or rectify the domestic building work; or
 - iii) if the builder is a natural person, the builder is permanently incapacitated to the extent that the builder is unable to complete or rectify the domestic building work within 30 days (or if another period has been prescribed for this purpose, that period) and arrangements have not been made within 30 days (or if another time has been prescribed for this purpose, that time) for a builder qualified to carry out the completion or rectification of the domestic building work to act on behalf of the builder to complete or rectify the domestic building work; or

- iv) if the builder is a body corporate, the director of the body corporate who is a registered building practitioner under Part 10 of the **Building Act 1993** is permanently incapacitated to the extent that the builder is unable to complete or rectify the domestic building work within 30 days (or if another time has been prescribed for this purpose, that time) and arrangements have not been made within 30 days (or if another time has been prescribed for this purpose, that time) for a builder qualified to carry out the completion or rectification of the domestic building work to act on behalf of the builder to complete or rectify the domestic building work.’
7. For sub-clause 9(3), substitute:
- ‘(3) The policy may provide that the indemnity referred to in sub-clause (1) or (2) only applies if:
- a) the builder dies, becomes insolvent or disappears; or
 - b) the policy was issued after Part 3 of the **Building Legislation Amendment Act 2014** has commenced operation and then, in accordance with section 137A(5) of the **Building Act 1993** and subject to sections 137A(6) and (7) of that Act, the Authority has certified that:
 - i) a rectification order relating to the domestic building work has not been complied with and the domestic building contract has been completed or terminated; or
 - ii) the registration of the builder under Part 10 of the **Building Act 1993** has been wholly suspended or cancelled or suspended to the extent that the builder cannot lawfully complete or rectify the domestic building work; or
 - iii) if the builder is a natural person, the builder is permanently incapacitated to the extent that the builder is unable to complete or rectify the domestic building work within 30 days (or if another period has been prescribed for this purpose, that period) and arrangements have not been made within 30 days (or if another period has been prescribed for this purpose, that period) for a builder qualified to carry out the completion or rectification of the domestic building work to act on behalf of the builder to complete or rectify the domestic building work; or
 - iv) if the builder is a body corporate, the director of the body corporate who is a registered building practitioner under Part 10 of the **Building Act 1993** is permanently incapacitated to the extent that the builder is unable to complete or rectify the domestic building work within 30 days (or if another time has been prescribed for this purpose, that time) and arrangements have not been made within 30 days (or if another time has been prescribed for this purpose, that time) for a builder qualified to carry out the completion or rectification of the domestic building work to act on behalf of the builder to complete or rectify the domestic building work.’
8. In clause 18(c), for ‘\$12 000’ substitute ‘\$16 000’.
9. For sub-clause 20(2), substitute:
- ‘(2) The policy may provide that the indemnity referred to in sub-clause (1) only applies if:
- a) the owner builder dies, becomes insolvent or disappears; or

- b) the policy was issued after Part 3 of the **Building Legislation Amendment Act 2014** has commenced operation and then, in accordance with section 137B(5B) of the **Building Act 1993** and subject to section 137B(5C) of that Act, the Authority has certified that:
- i) if the owner builder is a registered domestic builder, the registration of the owner builder under Part 10 of the **Building Act 1993** has been wholly suspended or cancelled or suspended to the extent that the owner builder cannot lawfully complete or rectify the domestic building work; or
 - ii) if the owner builder is a natural person and is a registered building practitioner, the owner builder is permanently incapacitated to the extent that the owner builder is unable to complete or rectify the domestic building work within 30 days (or if another time has been prescribed for this purpose, that time) and arrangements have not been made within 30 days (or if another time has been prescribed for this purpose, that time) for a builder qualified to carry out the completion or rectification of the domestic building work to act on behalf of the owner builder to complete or rectify the domestic building work; or
 - iii) if the owner builder is a body corporate and is a registered building practitioner, the director of the body corporate who is a registered building practitioner under Part 10 of the **Building Act 1993** is permanently incapacitated to the extent that the owner builder is unable to complete or rectify the domestic building work within 30 days (or if another time has been prescribed for this purpose, that time) and arrangements have not been made within 30 days (or if another time has been prescribed for this purpose, that time) for a builder qualified to carry out the completion or rectification of the domestic building work to act on behalf of the owner builder to complete or rectify the domestic building work.'

10. For sub-clause 21(2), substitute:

- (2) The policy may provide that the indemnity referred to in sub-clause (1) only applies if:
- a) the owner builder dies, becomes insolvent or disappears; or
 - b) the policy was issued after Part 3 of the **Building Legislation Amendment Act 2014** has commenced operation and then, in accordance with section 137B(5B) of the **Building Act 1993** and subject to section 137B(5C) of that Act, the Authority has certified that:
 - i) if the owner builder is a registered domestic builder, the registration of the owner builder under Part 10 of the **Building Act 1993** has been wholly suspended or cancelled or suspended to the extent that the owner builder cannot lawfully complete or rectify the domestic building work; or
 - ii) if the owner builder is a natural person and is a registered building practitioner, the owner builder is permanently incapacitated to the extent that the owner builder is unable to complete or rectify the domestic building work within 30 days (or if another time has been prescribed for this purpose, that time) and arrangements have not been made within 30 days (or if another time has been prescribed for this purpose, that time) for a builder qualified to carry out the completion or rectification of the domestic building work to act on behalf of the owner builder to complete or rectify the domestic building work; or

- iii) if the owner builder is a body corporate and is a registered building practitioner, the director of the body corporate who is a registered building practitioner under Part 10 of the **Building Act 1993** is permanently incapacitated to the extent that the owner builder is unable to complete or rectify the domestic building work within 30 days (or if another time has been prescribed for this purpose, that time) and arrangements have not been made within 30 days (or if another time has been prescribed for this purpose, that time) for a builder qualified to carry out the completion or rectification of the domestic building work to act on behalf of the owner builder to complete or rectify the domestic building work.'
11. Provided that Part 3 of the **Building Legislation Amendment Act 2014** has commenced operation, in the heading to clause 32 and in clause 32, for 'Building Practitioners Board' substitute 'Authority'.
12. In clause 35, for '\$200 000' substitute '\$300 000'.
13. In Schedule 1:
- (1) insert the following definition: ' '**Authority**' means the Victorian Building Authority established by section 193 of the **Building Act 1993**;';
 - (2) provided that Part 3 of the **Building Legislation Amendment Act 2014** has commenced operation, delete the definition of '**Building Practitioners Board**'; and
 - (3) in the definition of '**insurable domestic building contract**', for '\$12 000' substitute '\$16 000'.

Dated 28 May 2014

MATTHEW GUY MLC
Minister for Planning

Building Act 1993**BUILDING PRACTITIONERS' INSURANCE MINISTERIAL ORDER**

I, Matthew Guy, Minister for Planning, pursuant to section 135 of the **Building Act 1993**, hereby revoke as from 30 June 2014 the Building Practitioners' Insurance Ministerial Order published in the Government Gazette No. S 91 dated 12 May 2005.

Pursuant to section 135 of the **Building Act 1993** I make the following Order requiring building practitioners to be covered by insurance as specified.

1. Purpose and effect of this Order

This Order:

- 1.1 requires building practitioners in the categories and classes in columns 1 and 2 of the Table below to be covered by insurance; and
- 1.2 specifies in column 3 of the Table the kind and amount of insurance by which building practitioners are required to be covered.

Column 1 Category of Building Practitioner	Column 2 Class of Building Practitioner	Column 3 Kind of Insurance
1. building surveyor		A professional indemnity insurance policy of the kind specified in Part A below.
2. building inspector		A professional indemnity insurance policy of the kind specified in Part A below.
3. quantity surveyor		A professional indemnity insurance policy of the kind specified in Part A below.
4. engineer	4.1 civil engineer 4.2 mechanical engineer 4.3 electrical engineer 4.4 fire safety engineer	A professional indemnity insurance policy of the kind specified in Part A below.
5. draftsperson	5.1 building design (architectural) 5.2 building design (interior) 5.3 building design (services)	A professional indemnity insurance policy of the kind specified in Part A below.
6. builder	6.1 demolisher (low rise buildings) 6.2 demolisher (medium rise buildings) 6.3 demolisher (unlimited)	A public liability insurance policy of the kind specified in Part B below.
7. erector or supervisor (temporary structures)	7.1 class 1 7.2 class 2	A public liability insurance policy of the kind specified in Part B below.

2. Commencement and effect

- 2.1 This Order takes effect on 30 June 2014.
- 2.2 Any act performed, policy issued or anything done pursuant to the revoked Order shall not be invalidated or otherwise rendered unenforceable by reason of its revocation.

3. Requirement to be covered by insurance

Unless otherwise authorised by the Minister, every building practitioner must be covered by a policy of insurance of the kind and in the amounts specified in Part A for building surveyors, building inspectors, quantity surveyors, engineers and draftspersons and Part B for builder demolishers (low rise, medium rise and unlimited) and erectors and supervisors of temporary structures.

Part A – Professional Indemnity Insurance for building practitioners in Categories 1 to 5

4. Specification as to the kind of professional indemnity insurance required

4.1 The policy of professional indemnity insurance required must indemnify the building practitioner against any civil liability in respect of any claim first made against the building practitioner during the period of insurance and notified to the insurer during such period which arises out of any breach of the professional duty of care of the building practitioner –

- (1) in the conduct of the building practitioner as a building surveyor, building inspector, quantity surveyor, engineer or draftsman (including any reasonably related professional activities); or
- (2) in the conduct of the business of building surveyor, building inspector, quantity surveyor, engineer or draftsman (including any reasonably related professional activities) by a company or partnership of which the building practitioner is a director, principal, partner or employee.

4.2 The policy:

- (1) must extend to any claim arising from a contravention by the building practitioner of the Australian Consumer Law as per Schedule 2 of the **Competition and Consumer Act 2010** (Commonwealth) and/or Part 2 of **Australian Consumer Law and Fair Trading Act 2012** (Victoria) or the equivalent provisions of similar legislation in other States and/or Territories; and
- (2) must contain provision for at least one automatic reinstatement to the minimum level of cover specified in paragraph 5; and
- (3) must not exclude liability for loss or damage arising out of or concerning building work as defined in the **Building Act 1993** in the State of Victoria.

4.3 The policy may name as the insured either the building practitioner or the company or partnership of which the building practitioner is a director, principal, partner or employee provided that the policy must provide indemnity to –

- (1) persons who are at the commencement of, or who become during, the period of insurance principals, partners, directors or employees of the company or partnership or employees of a sole practitioner and who are registered building practitioners in categories 1 to 5; and
- (2) persons who are former principals, partners, directors or employees of the company or partnership or employees of a sole practitioner and who are or have been, but no longer are, registered building practitioners in categories 1 to 5 –

in respect of any breach of a professional duty of care committed or allegedly committed by them whilst they are or were principals, partners, directors or employees of the company or partnership or employees of a sole practitioner.

5. Specification as to the amount of professional indemnity insurance required

The policy of insurance required must specify a limit of indemnity of either:

- (1) where the costs of the defence of claims (Defence Costs) are included in the limit of indemnity – not less than \$1.5 million for any one claim, and in the aggregate for all claims during any one period of insurance; or

- (2) where Defence Costs are not included in the limit of indemnity –
 - (a) not less than \$1 million for any one claim, and in the aggregate for all claims during any one period of insurance, not including Defence Costs; and
 - (b) not less than \$500,000 for any one claim, and in the aggregate for all claims during any one period of insurance, in respect of Defence Costs.

6. When a building practitioner is covered by the required insurance

- 6.1 A building practitioner is covered by insurance for the purposes of this Order if the building practitioner:
 - (1) holds the insurance; or
 - (2) is not a party to the insurance but is specified or referred to in the insurance, whether by name or otherwise, as a person to whom the insurance cover extends.
- 6.2 A building practitioner is covered by insurance for the purposes of this Order if the building practitioner in the category of building surveyor, building inspector or engineer is appointed, employed or nominated by a municipal council for the performance of the functions of municipal building surveyor, building inspector or engineer (respectively) to the extent that such functions are carried out pursuant to such appointment, employment or nomination and provided he or she is covered by an appropriate professional indemnity insurance policy taken out by the municipal council.
- 6.3 Before a building surveyor enters into an agreement under section 215 of the **Building Act 1993**, the limit of indemnity under the relevant policy of professional indemnity insurance must be not less than \$5 million for any one claim and in aggregate during any one period of insurance.
- 6.4 A policy of professional indemnity insurance issued by MAV Insurance to local government shall meet the requirements of this Order if the limit of liability meets the requirements of paragraph 6.3.
- 6.5 A building practitioner is covered by insurance for the purposes of this Order if the building practitioner in the category of draftsman is registered as an architect under the **Architects Act 1991** and holds insurance complying with the requirements of any Ministerial Order made under section 17A of the **Architects Act 1991**.
- 6.6 A building practitioner is covered by insurance for the purposes of this Order if the building practitioner is in the category of draftsman and has cover under a policy of professional indemnity insurance issued to members of an Approved Co-operative and cover under that policy meets the then current requirements of the Ministerial Order made under section 17A of the **Architects Act 1991**.

Part B – Public Liability Insurance Policy for building practitioners in Categories 6 and 7

7. Specification of the kind of public liability insurance required

The policy of public liability insurance:

- 7.1 shall provide indemnity in respect of all sums which the building practitioner shall become legally liable to pay for compensation (excluding punitive or exemplary damages) in respect of personal injury or property damage caused by an occurrence in connection with the building practitioner's business as a building practitioner or as a building practitioner of a company or partnership of which the building practitioner is a director, principal, partner or employee;
- 7.2 may name as the insured either the building practitioner or the company or partnership of which the building practitioner is a director, principal, partner or employee provided that where the insured is a company or partnership the policy shall provide indemnity to persons who are at the commencement of or who become during the period of insurance principals, partners, directors or employees of the company or partnership and are registered building practitioners in categories 6 and 7;

- 7.3 shall not, save and except as provided in paragraph 8.1 hereof, exclude liability for loss or damage arising out of or concerning building work as defined in the **Building Act 1993** in the State of Victoria, unless such liability would otherwise have been excluded by the insurer's standard wording for public liability insurance for the category of building practitioner at the time of this Ministerial Order, provided always that the policy pursuant to this Order shall not contain any terms which exclude cover by reason of claims in respect of personal injury or property damage having arisen directly or indirectly from or having been caused by or in connection with the erection, demolition, alteration of and/or addition to buildings or temporary structures by or on behalf of the insured, or any vibration, or any removal or weakening of support caused thereby.

8. Specification as to the amount of public liability insurance required

The policy must:

- 8.1 specify a limit of indemnity for any one claim during any one period of insurance of not less than:
- (1) \$5 million for building practitioners in classes 6.1 and 6.2;
 - (2) \$10 million for building practitioners in class 6.3;
 - (3) \$5 million for building practitioners in classes 7.1 and 7.2;
- 8.2 include, in addition to the limit of indemnity, provision for payment of the costs and expenses incurred by the insured with the consent of the insurer in defending or settling any claim and, in respect of any one claim, the policy may limit this sum to 20% of the limit of indemnity.

Dated 27 May 2014

MATTHEW GUY MLC
Minister for Planning

Dangerous Goods Act 1985

EXEMPTION – VCAP-EXEMP CA 2014-00

This exemption is made by WorkSafe Victoria in accordance with Regulation 168 of the Dangerous Goods (Transport by Road or Rail) Regulations 2008.

Purpose:

To permit the continued importation of UN DOT 39 approved non refillable gas cylinders containing spray adhesive under pressure that are marked and labelled in accordance with the UN Recommendations on the Transport of Dangerous Goods Model Regulations 17th or 18th revised edition, rather than the requirements of the Australian Dangerous Goods Code (based on the UN Recommendation on the Transport of Dangerous Goods Model Regulations 15th revised edition).

CAP decision:

The Competent Authorities Panel (CAP), at its 45th CAP Meeting held 21 May 2014, agreed to grant 3M Australia Pty Limited, its agents, contractors and companies that distribute the product through wholesale or retail and to end users of the following exemption subject to conditions.

Granted to:

3M Australia Pty Limited, its agents, contractors and companies that distribute the product through wholesale or retail and to end users.

Regulations exempted from:

Victorian Dangerous Goods (Transport by Road or Rail) Regulations 2008

Part 5 – Consignment Procedures Division 1 Marking & Labelling

Regulation 80 Meaning of appropriately marked

Regulation 80(2) Any other package of dangerous goods (other than an over pack) is appropriately marked if it is marked and labelled in accordance with chapter 5.2 of the Australian Dangerous Goods Code (ADG Code).

Note: ADG Code Part 5 Consignment Procedures including Marking, labelling Marking and Placarding, Chapter 5.2 – Marking and Labelling, specifically clause 5.2.1.1 requiring compliance with clause 3.1.2.1 which requires that the proper shipping name and UN number must be in accordance with the Dangerous Goods list in chapter 3.2 clause 3.2.0.

Regulation 81 Consignors (1) A person must not consign dangerous goods for transport in a package if the package is not appropriately marked.

Regulation 82 Packers(1) A person must not pack dangerous goods for transport in a package if the person knows, or reasonably ought to know, that the package is not, or will not be once the package is ready to be transported, appropriately marked.

Regulation 83 Prime contractors and rail operators (1) A prime contractor or rail operator must not transport goods in a package if the prime contractor or rail operator knows, or reasonably ought to know, that –

- (a) the goods are dangerous goods; and
- (b) the package is not appropriately marked.

Note: Corresponding Model Subordinate Regulations (MSL) are:

Regulation 5.2.2 – Meaning of appropriately marked

Regulation 5.2.3 – Consignor’s duties

Regulation 5.2.4 – Packer’s duties

Regulation 5.2.5 – Prime contractors and rail operator’s duties.

Dangerous Goods to which this exemption applies:

DOT 39 approved non refillable gas cylinders with a water capacity in the range of 12–15 litres containing spray adhesive under pressure with either Class 2.1 Flammable Gases, or Class 2.2 Non Flammable, Non Toxic Gases.

Conditions of exemption:

1. This exemption revokes exemption VCAP-01-EXEMP CA 2011-116 issued 1 August 2011.
2. Exemption only applies to DOT 39 approved non refillable gas cylinders with a maximum internal water capacity of 15 litres containing spray adhesive under pressure marked and labelled in accordance with the Recommendations on the Transport of Dangerous Goods Model Regulations 17th or 18th revised edition.
3. The following Marking and labelling are permitted on the said DOT approved 39 non refillable gas cylinders:
 - UN 3500 CHEMICAL UNDER PRESSURE, N.O.S.;
 - UN 3501 CHEMICAL UNDER PRESSURE, FLAMMABLE, N.O.S.;
4. Either a copy of this exemption must be carried by the driver and produced upon request by an Inspector of the Victorian WorkCover Authority (VWA) or
5. The Dangerous Goods Transport Documentation must include the full Exemption Number of this exemption certificate.
6. All other requirements within the Dangerous Goods (Transport by Road or Rail) Regulations 2008 and the Australian Code for the Transport of Dangerous Goods by Road and Rail 7th Edition relevant to the transport of DOT 39 approved non refillable gas cylinders must be complied with.
7. This exemption has effect only when all conditions are complied with in full.

Application of exemption:

This exemption applies in Victoria.

Starting Date:

This exemption starts on the 1 June 2014.

Finish Date:

This exemption shall remain valid up to and until such times as ADG Code 7th Edition is no longer in force or the exemption is varied or revoked by the Victorian WorkCover Authority.

Dated 26 May 2014

ADRIAN SIMONETTA
Manager Dangerous Goods
Authorised Officer
Victorian Workcover Authority

Education and Training Reform Act 2006

NOTIFICATION CANCELLING REGISTRATION OF A TEACHER

Pursuant to section 2.6.29 of the **Education and Training Reform Act 2006** (Vic.), the Victorian Institute of Teaching must disqualify a registered teacher from teaching and cancel his/her registration where that person has been convicted or found guilty at any time in Victoria, or elsewhere, of a sexual offence.

On 15 May 2014, Gregory Thomas Gorton was found guilty and convicted of two counts of sexual penetration of a child under the age of 16.

On 15 May 2014, Gregory Thomas Gorton was disqualified from teaching and his registration as a teacher in Victoria was cancelled.

Education And Training Reform Act 2006MINISTERIAL DIRECTION TO GOVERNING BOARDS OF ADULT EDUCATION
INSTITUTIONS ON EXECUTIVE REMUNERATION AND CLASSIFICATION**PURPOSE**

1. The purpose of this Direction is to require governing boards of adult education institutions to adjust the remuneration range payable to the Chief Executive Officer of the institution and executive officers in accordance with:
 - a) the institution Annual Income (Less Capital) Ranges; and
 - b) Remuneration ranges in line with the executive remuneration review adjustment approved by the Premier of Victoria, as advised by the Government Sector Executive Remuneration Panel from time to time.

INTERPRETATION

2. In this Direction, unless stated otherwise:
Act means the **Education and Training Reform Act 2006**;
Institution means an adult education institution established under the Act;
words used have the same meaning as in the Act.

APPLICATION AND REVOCATION OF PREVIOUS DIRECTIONS

3. This Direction is issued to the governing board of each institution, and revokes the previous Direction dated 21 December 2012 headed 'Direction to Governing Boards of Adult Education Institutions on Executive Remuneration and Classification'.

AUTHORITY FOR DIRECTION AND COMMENCEMENT

4. This Direction is issued pursuant to section 5.2.1(2)(b) of the Act, and commences on the date it is signed.

BACKGROUND

5. In implementing the obligations imposed on the governing board of an institution by section 3.3.30(1)(e) of the Act and the relevant Constituting Order made under section 3.3.28, the governing board must exercise its powers in accordance with the economic and social objectives and public sector management policy established by the Government of Victoria from time to time.

6. As such, the total remuneration package of an executive must be determined in accordance with the policies on Executive Remuneration for Public Entities in the Broader Public Sector issued by GSERP. The relevant policies include:
- the requirement that the remuneration for public sector executives is established by Government and managed by the Government Sector Executive Remuneration Panel (GSERP). Those policies are available at – <http://www.ssa.vic.gov.au/executive-remuneration/public-sector.html>; and
 - the public sector employment policies of the Government of Victoria published under the title ‘Public sector workplace relations policies’. Those policies are available at – <http://www.dtf.vic.gov.au/Publications/About-publications/Public-Sector-Workplace-Relations-policies>.

CHIEF EXECUTIVE OFFICERS OR EXECUTIVE OFFICERS

7. The governing board of an institution must assign one of the following Classification Levels to each of the executive officers in accordance with the following table:

Institution Annual Income (Less Capital) Ranges	Classification Level	Remuneration Ranges		
		Minimum	Mid-Point	Maximum
Greater than \$107.7 Million	CEO 1	\$238,478	\$267,317	\$296,155
Up to \$107.7 Million	CEO 2	\$196,754	\$217,615	\$238,477
	EO	\$141,667		

Remuneration of CEOs and Executives

8. The governing board of an institution:
- may determine the total remuneration package of the CEO up to the mid point of the relevant remuneration range, but
 - must obtain the written endorsement of the Chair of Government Sector Executive Remuneration Panel (GSERP) prior to determining or adjusting the total remuneration package of the CEO beyond the mid point of the relevant remuneration range, except for any adjustment to the annual remuneration package of a CEO under clause 13.
- Note**
This clause applies if appointing a CEO or adjusting the package of the CEO after being appointed.
All increases to CEO remuneration must be consistent with clause 13.
9. An institution must obtain the endorsement of GSERP in respect of a total remuneration package of an executive which approaches or exceed the amounts referred to in the policies referred to in clause 6 as requiring the endorsement of GSERP.

Application of table in clause 7 to CEOs and executives

10. References in the table in clause 7 to amounts of remuneration are made on the basis that a position is a full-time position.
11. Accordingly, in relation to a part-time position, a reference in these Directions to an amount of remuneration must be construed as a reference to an amount equal to –

$$\frac{HW}{76} \times \frac{AR}{1}$$

where –

HW represents the normal hours of work in each fortnight of the occupant of the position; and

AR represents the amount of remuneration for a full-time position.

12. An institution must apply the amounts stated in the table in clause 7 each year in accordance with increases computed in accordance with the following:
- (a) the amounts listed under the heading 'Institution Annual Income (Less Capital) Ranges' are to be increased in accordance with the indexation rate determined by the Department of Treasury and Finance under the Departmental Funding Model; and
 - (b) the amounts for CEOs and executives listed under the heading 'Total Remuneration Package Range' are to be increased in accordance with the annual executive remuneration review adjustment approved by the Premier of Victoria from time to time.

Note

Institutions will be informed of the indexation rate and the review adjustment approved by the Premier by circular from the Department.

Annual Remuneration Adjustment of CEO and Executive Officers

- 13.1 An institution may adjust the total remuneration package of a CEO and an executive officer in accordance with the annual executive remuneration review adjustment approved by the Premier of Victoria from time to time.

Note

Institutions will be informed of the review adjustment approved by the Premier by circular from the Department. Details can also be found on GSERP's website.

- 13.2 In making an adjustment under clause 13.1 in respect of a CEO, the governing board of an institution may adjust a total remuneration package past the mid point of the relevant remuneration range.
14. Subject to clauses 8 and 13, other increases to the remuneration of a CEO must be endorsed by the Chair of GSERP.

Dated 13 May 2014

THE HON. NICK WAKELING, MP
Minister for Higher Education and Skills

Education and Training Reform Act 2006

**MINISTERIAL ORDER 749 – STRUCTURED WORKPLACE LEARNING
AND WORK EXPERIENCE – ARRANGEMENT FORMS AND
TRAVEL AND ACCOMMODATION FORMS – 2014**

1. Title

This Order may be cited as Ministerial Order 749 – Structured Workplace Learning and Work Experience – Arrangement Forms and Travel and Accommodation Forms.

2. Authorising provisions and commencement

This Order is made under sections 5.4.4, 5.4.6 and 5.10.4 of the **Education and Training Reform Act 2006** and comes into operation on the day it is signed.

3. Purpose

The purpose of this Ministerial Order is to amend –

- (a) Ministerial Order 55 – Structured Workplace Learning Arrangements;
- (b) Ministerial Order 382 – Work Experience Arrangements;
- (c) Ministerial Order 723 – Structured Workplace Learning Arrangements (Non-School Providers); and
- (d) Ministerial Order 724 – Work Experience Arrangements (Non-School Providers) – to attach Forms for the purposes of those Orders and make minor and technical amendments.

4. Forms for Ministerial Order 55 – Structured Workplace Learning Arrangements

For the Forms attached to Ministerial Order 55 – Structured Workplace Learning Arrangements **substitute** Forms 1 and 2 as attached to this Order.

5. Forms for Ministerial Order 382 – Work Experience Arrangements

As an attachment to Ministerial Order 382 – Work Experience Arrangements **insert** Forms 3 and 4 as attached to this Order.

6. Forms for Ministerial Order 723 – Structured Workplace Learning Arrangements (Non-School Providers)

As an attachment to Ministerial Order 723 – Structured Workplace Learning Arrangements (Non-School Providers) **insert** Forms 5 and 6 as attached to this Order.

7. Forms for Ministerial Order 724 – Work Experience Arrangements (Non-School Providers)

As an attachment to Ministerial Order 724 – Work Experience Arrangements (Non-School Providers) **insert** Forms 7 and 8 as attached to this Order.

8. Technical Amendments to Ministerial Order 55

Ministerial Order 55 – Structured Workplace Learning Arrangements is amended as follows –

- (1) In the definition of **Accredited Course of Study** in clause 5, for ‘skills’ **substitute** ‘Skills’;
- (2) At the end of the definition of **Accredited Course of Study** in clause 5, **omit** ‘.’ (where second occurring);
- (3) In the definition of **employer** in clause 5, for ‘form’ **substitute** ‘Form’;
- (4) At the end of the definition of **parent** in clause 5, **insert** ‘.’;
- (5) In clause 7.1, for ‘Principal and the Student and the Parent (where, the Student is under 18 years of age), a, that:’ **substitute** ‘Principal and the Student and the Parent (where the Student is under 18 years of age), that:’;
- (6) In clause 7.1(a)(ii) **omit** ‘in’ (where first occurring);
- (7) In clause 7.1(b)(ii) **omit** ‘in’ (where first occurring);

- (8) In clause 7.1(d), for 'Coordinator with access,' **substitute** 'Coordinator, with access';
- (9) At the end of clause 7.1(g) **omit** ',' (where second occurring);
- (10) At the end of clauses 7.1(h), 8.3(e) and 8.3(h) **insert** '.';
- (11) At the end of clause 8.3(l), for ',' **substitute** ',';
- (12) At the end of clause 11.2 **omit** ', and';
- (13) At the end of clause 11.3(d) **insert** ', and';
- (14) In clause 13.3(d) before 'Structured Workplace Coordinator' **insert** 'the';
- (15) At the end of clause 14.2, **omit** '.' (where second occurring); and
- (16) At the end of clause 35 **insert** '.'.

9. Technical Amendments to Ministerial Order 382

Ministerial Order 382 – Work Experience Arrangements is amended as follows –

- (1) In clause 2, **omit** 'State';
- (2) At the end of clause 3.1(b) **omit** ', and';
- (3) At the end of the definition of **Assessment Notice** in clause 5 **omit** '.' (where second occurring);
- (4) At the end of the definition of **parent** in clause 5 **insert** '.';
- (5) In the definition of **refugee** in clause 5 for 'Convention Relating to the Status of Refugee' **substitute** 'Convention Relating to the Status of Refugees';
- (6) In clause 6.1(c)(iii) **omit** 'the' (where fifth occurring);
- (7) In clause 6.1(d) for 'access, to' **substitute** 'access to';
- (8) At the end of clause 6.1(g) **omit** ',' (where second occurring);
- (9) In clause 12.1 after 'Under an Arrangement,' **insert** 'a Student';
- (10) At the end of clause 12.1(b), for '.' **substitute** ',';
- (11) In clause 13.3(c) for 'Coordinator, will, undertake to attend' **substitute** 'Coordinator, will attend';
- (12) In the heading to clause 14, for 'and' **substitute** 'an';
- (13) In clause 20.4 –
 - (a) For '**Working with Children Act 2005**' **substitute** 'WWC Act' (wherever occurring);
 - (b) In subclause (a) after 'section 20(2) of the WWC Act;' **insert** 'and/'.

10. Technical Amendment to Ministerial Order 723

In clause 12.3(d) of Ministerial Order 723 – Structured Workplace Learning Arrangements (Non-School Providers), **omit** 'undertake to'.

11. Technical Amendment to Ministerial Order 724

In clause 11.3(c) of Ministerial Order 724 – Work Experience Arrangements (Non-School Providers), **omit** 'undertake to'.

Form 1



Structured Workplace Learning Arrangement Form

Education and Training Reform Act 2006 – Ministerial Order 55: Structured Workplace Learning Arrangements (Schools)

STUDENT DETAILS

Surname _____ First Name _____ Birth Date / /

School Name and Address _____

Postcode _____ Telephone _____

Structured Workplace Learning Coordinator _____ Student Year Level _____

IN CASE OF AN EMERGENCY, THE EMPLOYER SHOULD CONTACT THE STUDENT'S PARENT OR GUARDIAN AND THE STRUCTURED WORKPLACE LEARNING COORDINATOR:

Name (Parent/Guardian) _____

Address _____ Postcode _____

Tel. (Home) _____ (Work) _____ (Mobile) _____

Emergency contact (Name and Tel.) _____

PRIVACY INFORMATION: The information provided on this form is for the administration of Structured Workplace Learning Arrangements only and is not to be used for any other purpose. Health information will be provided if the Student has a medical condition or requires medication that may be relevant to their placement. This information must be kept confidential.

WORK PLACEMENT DETAILS

Employer (business) name _____ Tel. _____

Business address _____ Postcode _____

Type of industry _____ Primary activity at workplace _____

Student's work location address _____ Postcode _____

Workplace contact person _____ Supervisor _____

Activities the student will undertake (if insufficient space, attach separate sheet) _____

Structured Workplace Learning hours _____ am / pm, to _____ am / pm; on Monday Tuesday Wednesday Thursday Friday
from (commencement date) _____ to (completion date) _____ Total number of days _____

Rate of payment \$ _____ per day (\$5.00 per day minimum)

EMPLOYER ACKNOWLEDGEMENT (Employer to sign)

I, _____ [name of individual, or on behalf of the Employer if Employer is an incorporated body] agree that:

- I understand occupational health and safety legislation and standards relevant to the conduct of my undertaking and will comply with these laws and standards with respect to the Student as if the Student were my employee.
- I will identify all hazards relevant to the conduct of my undertaking and will assess and control all related risks. If I have not controlled all related risks I will inform the school of this fact prior to the Structured Workplace Learning Arrangement commencing.
- I have read and understood the Department of Education and Early Childhood Development Structured Workplace Learning Guidelines for Employers. I will ensure that required planning, induction, supervision and safe systems of work are provided for the Student to maintain a safe and healthy Structured Workplace Learning Arrangement at all times.
- I will consider and take into account the competency, maturity and physical capabilities of the Student in relation to all activities he or she will undertake. The Student's program of activities will be planned and carried out with these considerations in mind.
- I will nominate a Supervisor (or Supervisors) of the Student who will be responsible for ensuring that my obligations as the Student's Employer are carried out.
- I will provide appropriate information, training, instruction and supervision to the Student in respect of occupational health and safety and will provide any equipment and/or clothing which is required to comply with my duty of care toward the Student.
- I will ensure that the Structured Workplace Learning is undertaken in a non-discriminatory and harassment free environment.
- I will permit access to the workplace and contact with the Student by the Principal or the Structured Workplace Learning Coordinator at any reasonable time during the Structured Workplace Learning Arrangement.
- I will ensure that the Structured Workplace Learning Arrangement is not used 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.
- I will ensure that the maximum number of students in the workplace does not exceed one Student for every three employees.
- If I have sought to engage more than the permitted number of Structured Workplace Learning Students, I confirm that direct supervision will be provided for all Students.
- Where the Principal has disclosed any necessary health information in relation to the Student I confirm that I will maintain the confidentiality of that health information and only disclose this information to another party if treatment is required for a known medical condition or in the case of a medical emergency.
- I will notify the Structured Workplace Learning Coordinator as soon as is possible if the Student is absent, injured or becomes ill in the course of undertaking the Structured Workplace Learning.
- I will consult with the Principal if I consider it necessary to terminate the Arrangement before the specified time.
- I will advise the Principal if the industry to which this Arrangement relates includes potential exposure of the Student to scheduled carcinogenic substances and/or other hazardous substances as defined in the *Occupational Health and Safety Regulations 2007*.

I understand and accept the responsibilities set out above. Following the Principal's review of these details, I understand that he or she will determine whether or not the Student will undertake the Structured Workplace Learning Arrangement proposed here.

Signature _____ Date / /

STUDENT AGREEMENT

I, _____ agree to take part in this Structured Workplace Learning Arrangement and to:

- carry out all reasonable and lawful directions of the Employer and perform my work to the best of my ability;
- comply with all reasonable workplace rules and requirements governing safety and behaviour;
- attend at the workplace on each day at the agreed time;
- inform both the Employer and the Structured Workplace Learning Coordinator as soon as possible if I am unable to attend work;
- promptly inform the Employer of any accident, injury or incident that may occur;
- dress appropriately for the workplace;
- agree that no payment will be made to me if the placement is with a Commonwealth Department or a body established under a Commonwealth Act;
- give my consent to donating back payment where the placement is with an organisation engaged wholly or mainly in an educational, charitable or community welfare service not conducted for profit and where I have determined that the whole of my payment will be donated back to the organisation.

Students aged 18 years and over:

- I agree to inform the Employer of any necessary medical information, including details of any known medical condition which may affect me and any medication or treatment which may be relevant.
- I understand that I am responsible for my transport to and from the workplace.

I understand that the Principal will determine whether or not I will undertake Structured Workplace Learning. I acknowledge that prior to commencing the placement under this Arrangement, I will be undertaking occupational health and safety training that is part of my Accredited Course of Study (VET students), or I will complete the occupational health and safety program required by the Department of Education and Early Childhood Development (non-VET students).

Student's signature _____ Date / /

PARENT/GUARDIAN AGREEMENT AND CONSENT (Not required if the student is aged 18 years or over)

I, _____ consent to my child taking part in this Structured Workplace Learning Arrangement and I:

- agree that he or she will be subject to the direction and control of the Employer and nominated Supervisor(s);
- understand that all reasonable care for the health and safety of my child will be taken by the Employer and nominated Supervisor(s);
- expect my child to comply with all reasonable workplace rules and requirements governing safety and behaviour;
- understand that I am responsible for my child's transport to and from the workplace;
- agree that no payment will be made to my child if the placement is with a Commonwealth Department or a body established under a Commonwealth Act;
- give my consent to my child donating back payment where the placement is with an organisation engaged wholly or mainly in an educational, charitable or community welfare service not conducted for profit and where my child has determined that the whole of his or her payment will be donated back to the organisation;
- understand that I will be notified as soon as possible in the event of illness of or accident to my child, but where it is impracticable to communicate with me I authorise the person in charge at the workplace of the employer to consent to my child receiving such medical and surgical treatment (including the administration of an anaesthesia) as may be deemed necessary by a legally qualified medical practitioner, and administer such first-aid as is judged to be reasonably necessary;
- attach details of any known medical condition which may affect my child, and any medication or treatment which may be relevant;
- give my consent to the release of any necessary health information in relation to my child by the Principal to the Employer, for which the Principal is aware of and may disclose pursuant to the *Health Records Act 2001* (Vic).

I understand that the Principal will determine whether or not my child will undertake Structured Workplace Learning.

Signature _____ Parent or Guardian Date / /

WORKSAFE INSURANCE AND PUBLIC LIABILITY INSURANCE

The Student is covered for WorkSafe Insurance by the Department of Education and Early Childhood Development (State of Victoria). The Student is covered by public liability insurance in accordance with Ministerial Order 55 – Structured Workplace Learning Arrangements, for the arrangement taken out by the party indicated below (Principal to tick the appropriate box):

- Department of Education and Early Childhood Development Non-Government school Employer

NOTE: PUBLIC LIABILITY INSURANCE

Public liability insurance of at least \$10 million cover per event must be held or taken out, prior to the Student commencing Structured Workplace Learning under the Arrangement:

- i. when an Arrangement is entered into by a Principal of a Government School in respect of a Government School student, by the Department of Education and Early Childhood Development with the insured being the Student and the Employer.
- ii. when an Arrangement is entered into by a Principal of a Non-Government School in respect of a Non-Government School student – either:
 - a. by that School, with the insured being the School and the Student; or
 - b. by the Employer, with the insured being the Employer and the Student, if the Principal of that School has advised the Employer at least four (4) weeks prior to the Student commencing Structured Workplace Learning that the School does not have public liability insurance as set out above.

PRINCIPAL CONSENT

I, _____ Principal of _____ enter into an Arrangement for the above named Student of this school to be engaged for the purpose of Structured Workplace Learning by the Employer named above in accordance with the provisions of the *Education and Training Reform Act 2006* and Ministerial Order 55 – Structured Workplace Learning Arrangements, and on the basis of the information provided above and the employer's acknowledgements. I confirm that I have informed the Employer as to whether this school holds public liability insurance. I will ensure that the above mentioned student is undertaking occupational health and safety training that is part of their Accredited Course of Study, or has completed the occupational health and safety program required by the Department of Education and Early Childhood Development prior to commencing the placement under this Arrangement.

Principal's signature _____ Date / /

Form 2



Structured Workplace Learning Travel and Accommodation Form

Education and Training Reform Act 2006 – Ministerial Order 55: Structured Workplace Learning Arrangements (Schools)

STUDENT DETAILS

Surname _____ First Name _____ Birth Date / /

School Name and Address _____

Postcode _____ Telephone _____

Structured Workplace Learning Coordinator _____ Student Year Level _____

IN CASE OF AN EMERGENCY, THE EMPLOYER SHOULD CONTACT THE STUDENT'S PARENT OR GUARDIAN AND THE STRUCTURED WORKPLACE LEARNING COORDINATOR:

Name (Parent/Guardian) _____

Address _____ Postcode _____

Tel. (Home) _____ (Work) _____ (Mobile) _____

Emergency contact (Name and Tel.) _____

PRIVACY INFORMATION: The information provided on this form is for the administration of Structured Workplace Learning Arrangements only and is not to be used for any other purpose. This information must be kept confidential.

WORK PLACEMENT DETAILS

Employer (business) name _____ Tel. _____

Business address _____ Postcode _____

Student's work location address _____ Postcode _____

Workplace contact person _____ Supervisor _____

Structured Workplace Learning hours _____ am / pm, to _____ am / pm; on Monday Tuesday Wednesday Thursday Friday

from (commencement date) _____ to (completion date) _____ Total number of days _____

TRAVEL WITH EMPLOYER

The following sections are to be completed only if the Student is required to undertake vehicle travel with the Employer and/or nominated Supervisor/s as part of this Arrangement.

EMPLOYER ACKNOWLEDGEMENT

I, _____ [name of individual, or on behalf of the employer if employer is an incorporated body] attest that:

- the proposed driver has a current and valid Australian driver's licence relevant to the vehicle the proposed driver uses;
- the proposed driver is not disqualified or suspended from driving;
- the proposed driver is not subject to any other impediments to his/her ability to drive a motor or other vehicle (as relevant);
- the vehicle in which the Student is to be transported is comprehensively insured; and
- to the best of my knowledge the vehicle in which the Student is to be transported is roadworthy, safe for normal road use and suitable for the work-related purposes to which it will be put.

Signature _____ Date / /

PARENT CONSENT (only required if the Student is aged under 18 years)

I, _____, consent to my child undertaking vehicle travel with the Employer and/or nominated Supervisor/s as part of this Arrangement.

Signature _____ Parent or Guardian Date / /

STUDENT CONSENT (only required if aged 18 years or over)

I, _____, consent to undertaking vehicle travel with the Employer and/or nominated Supervisor/s as part of this Arrangement.

Signature _____ Date / /

ACCOMMODATION ARRANGEMENTS

The following sections are to be completed only if the Student is required to stay at accommodation other than his or her normal place of residence for the purpose of this Arrangement.

ACCOMMODATION DETAILS

Who will the Student be staying with?

- Parent/guardian
 Other family member/s (e.g. grandparent, older sibling) – please specify _____
 Friends of the family
 Employer

Name of person responsible for supervising student at accommodation _____

Accommodation address _____ Postcode _____

Telephone: Business Hours _____ After hours _____ Length of stay _____

Travel arrangements to and from the workplace _____

PARENT CONSENT (only required if the Student is aged under 18 years)

I, _____,

- consent to my child staying at accommodation other than his or her normal place of residence for the purposes of this Arrangement;
- confirm that the accommodation arrangements as outlined above are suitable; and
- understand that I am responsible for the control and care of my child at all times while they are not under the care and control of the Employer, or any other person.

Signature _____ Parent or Guardian Date / /

STUDENT CONSENT (only required if aged 18 years or over)

I, _____,

- consent to staying at accommodation other than my normal place of residence for the purposes of this Arrangement;
- confirm that the accommodation arrangements as outlined above are suitable; and
- understand that I am responsible for my control and care at all times while I am not under the care and control of the Employer, or any other person.

Signature _____ Date / /

Form 3



Work Experience Arrangement Form

Education and Training Reform Act 2006 – Ministerial Order 382: Work Experience Arrangements (Schools)

STUDENT DETAILS

Surname _____ First Name _____ Birth Date / /
 School Name and Address _____
 _____ Postcode _____ Telephone _____

Work Experience Coordinator _____ Student Year Level _____

IN CASE OF AN EMERGENCY, THE EMPLOYER SHOULD CONTACT THE STUDENT'S PARENT OR GUARDIAN AND THE WORK EXPERIENCE COORDINATOR:

Name (Parent/Guardian) _____
 Address _____ Postcode _____
 Tel. (Home) _____ (Work) _____ (Mobile) _____
 Emergency contact (Name and Tel.) _____

PRIVACY INFORMATION: The information provided on this form is for the administration of Work Experience Arrangements only and is not to be used for any other purpose. Health information will be provided if the Student has a medical condition or requires medication that may be relevant to their placement. This information must be kept confidential.

WORK PLACEMENT DETAILS

Employer (business) name _____ Tel. _____
 Business address _____ Postcode _____
 Type of industry _____ Primary activity at workplace _____
 Student's work location address _____ Postcode _____
 Workplace contact person _____ Supervisor _____
 Activities the student will undertake (if insufficient space, attach separate sheet) _____

Work Experience hours _____ am / pm, to _____ am / pm; on Monday Tuesday Wednesday Thursday Friday
 from (commencement date) _____ to (completion date) _____ Total number of days _____
 Rate of payment \$ _____ per day (\$5.00 per day minimum)

EMPLOYER ACKNOWLEDGEMENT (Employer to sign)

- I, _____ [name of individual, or on behalf of the Employer if Employer is an incorporated body] agree that:
- I understand occupational health and safety legislation and standards relevant to the conduct of my undertaking and will comply with these laws and standards with respect to the Student as if the Student were my employee.
 - I will identify all hazards relevant to the conduct of my undertaking and will assess and control all related risks. If I have not controlled all related risks I will inform the school of this fact prior to the Work Experience Arrangement commencing.
 - I have read and understood the Department of Education and Early Childhood Development Work Experience Guidelines for Employers. I will ensure that required planning, induction, supervision and safe systems of work are provided for the Student to maintain a safe and healthy Work Experience Arrangement at all times.
 - I will consider and take into account the competency, maturity and physical capabilities of the Student in relation to all activities he or she will undertake. The Student's program of activities will be planned and carried out with these considerations in mind.
 - I will nominate a Supervisor (or Supervisors) of the Student who will be responsible for ensuring that my obligations as the Student's Employer are carried out.
 - I will provide appropriate information, training, instruction and supervision to the Student in respect of occupational health and safety and will provide any equipment and/or clothing which is required to comply with my duty of care toward the Student.
 - I will ensure that the Work Experience is undertaken in a non-discriminatory and harassment free environment.
 - I will permit access to the workplace and contact with the Student by the Principal or the Work Experience Coordinator at any reasonable time during the Work Experience Arrangement.
 - I will ensure that the Work Experience Arrangement is not used 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.
 - I will ensure that the maximum number of students in the workplace does not exceed one Student for every three employees.
 - If I have sought to engage more than the permitted number of Work Experience Students, I confirm that direct supervision will be provided for all Students.
 - Where the Principal has disclosed any necessary health information in relation to the Student I confirm that I will maintain the confidentiality of that health information and only disclose this information to another party if treatment is required for a known medical condition or in the case of a medical emergency.
 - I will notify the Work Experience Coordinator as soon as is possible if the Student is absent, injured or becomes ill in the course of undertaking the Work Experience.
 - I will consult with the Principal if I consider it necessary to terminate the Arrangement before the specified time.
 - I will advise the Principal if the industry to which this Arrangement relates includes potential exposure of the Student to scheduled carcinogenic substances and/or other hazardous substances as defined in the *Occupational Health and Safety Regulations 2007*.

If the Student is a Child (under 15 years of age):

- I confirm that I have obtained a Child Employment Permit and that any Supervisor has a current Assessment Notice and provide certified copies of these to the Principal.
- I will advise the Principal immediately if there is a relevant change in circumstances with respect to a Supervisor as specified in section 20(2) of the *Working With Children Act 2005* (Vic) including, if the Supervisor is charged with, convicted of or found guilty of a relevant offence, becomes subject to reporting obligations, an extended supervision order, supervision order, detention order or if a relevant finding is made against the Supervisor.
- I will notify the Principal immediately if a Supervisor is issued with an interim negative notice or a negative notice within the meaning of section 3 of the *Working with Children Act 2005*.

I understand and accept the responsibilities set out above. Following the Principal's review of these details, I understand that he or she will determine whether or not the Student will undertake the Work Experience Arrangement proposed here.

Signature _____ Date / /

STUDENT AGREEMENT

I, _____ agree to take part in this Work Experience Arrangement and to:

- carry out all reasonable and lawful directions of the Employer and perform my work to the best of my ability;
- comply with all reasonable workplace rules and requirements governing safety and behaviour;
- attend at the workplace on each day at the agreed time;
- inform both the Employer and the Work Experience Coordinator as soon as possible if I am unable to attend work;
- promptly inform the Employer of any accident, injury or incident that may occur;
- dress appropriately for the workplace;
- agree that no payment will be made to me if the placement is with a Commonwealth Department or a body established under a Commonwealth Act;
- give my consent to donating back payment where the placement is with an organisation engaged wholly or mainly in an educational, charitable or community welfare service not conducted for profit and where I have determined that the whole of my payment will be donated back to the organisation.

Students aged 18 years and over:

- I agree to inform the Employer of any necessary medical information, including details of any known medical condition which may affect me and any medication or treatment which may be relevant.
- I understand that I am responsible for my transport to and from the workplace.

I understand that the Principal will determine whether or not I will undertake Work Experience. I acknowledge that prior to commencing the placement under this Arrangement I will complete the occupational health and safety program required by the Department of Education and Early Childhood Development.

Student's signature _____ Date / /

PARENT/GUARDIAN AGREEMENT AND CONSENT (Not required if the student is aged 18 years or over)

I, _____ consent to my child taking part in this Work Experience Arrangement and I:

- agree that he or she will be subject to the direction and control of the Employer and nominated Supervisor(s);
- understand that all reasonable care for the health and safety of my child will be taken by the Employer and nominated Supervisor(s);
- expect my child to comply with all reasonable workplace rules and requirements governing safety and behaviour;
- understand that I am responsible for my child's transport to and from the workplace;
- agree that no payment will be made to my child if the placement is with a Commonwealth Department or a body established under a Commonwealth Act;
- give my consent to my child donating back payment where the placement is with an organisation engaged wholly or mainly in an educational, charitable or community welfare service not conducted for profit and where my child has determined that the whole of his or her payment will be donated back to the organisation;
- understand that I will be notified as soon as possible in the event of illness of or accident to my child, but where it is impracticable to communicate with me I authorise the person in charge at the workplace of the employer to consent to my child receiving such medical and surgical treatment (including the administration of an anaesthesia) as may be deemed necessary by a legally qualified medical practitioner, and administer such first-aid as is judged to be reasonably necessary;
- attach details of any known medical condition which may affect my child, and any medication or treatment which may be relevant;
- give my consent to the release of any necessary health information in relation to my child by the Principal to the Employer, for which the Principal is aware of and may disclose pursuant to the *Health Records Act 2001* (Vic).

I understand that the Principal will determine whether or not my child will undertake Work Experience.

Signature _____ Parent or Guardian Date / /

WORKSAFE INSURANCE AND PUBLIC LIABILITY INSURANCE

The Student is covered for WorkSafe Insurance by the Department of Education and Early Childhood Development (State of Victoria). The Student is covered by public liability insurance in accordance with Ministerial Order 382 – Work Experience Arrangements, for the arrangement taken out by the party indicated below (Principal to tick the appropriate box):

- Department of Education and Early Childhood Development Non-Government school Employer

NOTE: PUBLIC LIABILITY INSURANCE

Public liability insurance of at least \$10 million cover per event must be held or taken out, prior to the Student commencing Work Experience under the Arrangement:

- i. when an Arrangement is entered into by a Principal of a Government School in respect of a Government School student, by the Department of Education and Early Childhood Development with the insured being the Student and the Employer.
- ii. when an Arrangement is entered into by a Principal of a Non-Government School in respect of a Non-Government School student – either:
 - a. by that School, with the insured being the School and the Student; or
 - b. by the Employer, with the insured being the Employer and the Student, if the Principal of that School has advised the Employer at least four (4) weeks prior to the Student commencing work experience that the School does not have public liability insurance as set out above.

PRINCIPAL CONSENT

I, _____ Principal of _____

enter into an Arrangement for the above named Student of this school to be engaged for the purpose of Work Experience by the Employer named above in accordance with the provisions of the *Education and Training Reform Act 2006* and Ministerial Order 382 – Work Experience Arrangements, and on the basis of the information provided above and the employer's acknowledgements. I confirm that I have informed the Employer as to whether this school holds public liability insurance. I will ensure that the above mentioned student will complete the required occupational health and safety program prior to commencing the placement under this Arrangement.

Principal's signature _____ Date / /

Form 4

 Department of Education and Early Childhood Development	<h2 style="margin: 0;">Work Experience Travel and Accommodation Form</h2>
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Education and Training Reform Act 2006 – Ministerial Order 382: Work Experience Arrangements (Schools)

STUDENT DETAILS

Surname _____ First Name _____ Birth Date / /

School Name and Address _____

Postcode _____ Telephone _____

Work Experience Coordinator _____ Student Year Level _____

IN CASE OF AN EMERGENCY, THE EMPLOYER SHOULD CONTACT THE STUDENT'S PARENT OR GUARDIAN AND THE WORK EXPERIENCE COORDINATOR:

Name (Parent/Guardian) _____

Address _____ Postcode _____

Tel. (Home) _____ (Work) _____ (Mobile) _____

Emergency contact (Name and Tel.) _____

PRIVACY INFORMATION: The information provided on this form is for the administration of Work Experience Arrangements only and is not to be used for any other purpose. This information must be kept confidential.

WORK PLACEMENT DETAILS

Employer (business) name _____ Tel. _____

Business address _____ Postcode _____

Student's work location address _____ Postcode _____

Workplace contact person _____ Supervisor _____

Work Experience hours _____ am / pm, to _____ am / pm; on Monday Tuesday Wednesday Thursday Friday

from (commencement date) _____ to (completion date) _____ Total number of days _____

TRAVEL WITH EMPLOYER

The following sections are to be completed only if the Student is required to undertake vehicle travel with the Employer and/or nominated Supervisor/s as part of this Arrangement.

EMPLOYER ACKNOWLEDGEMENT

I, _____ [name of individual, or on behalf of the employer if employer is an incorporated body] attest that:

- the proposed driver has a current and valid Australian driver's licence relevant to the vehicle the proposed driver uses;
- the proposed driver is not disqualified or suspended from driving;
- the proposed driver is not subject to any other impediments to his/her ability to drive a motor or other vehicle (as relevant);
- the vehicle in which the Student is to be transported is comprehensively insured; and
- to the best of my knowledge the vehicle in which the Student is to be transported is roadworthy, safe for normal road use and suitable for the work-related purposes to which it will be put.

Signature _____ Date / /

STUDENT CONSENT (if aged 18 years or over)

I, _____
consent to undertaking vehicle travel with the Employer and/or nominated Supervisor/s as part of this Arrangement.

Signature _____ Date / /

PARENT CONSENT (if Student is aged under 18 years)

I, _____
consent to my child undertaking vehicle travel with the Employer and/or nominated Supervisor/s as part of this Arrangement.

Signature _____ Parent or Guardian Date / /

ACCOMMODATION ARRANGEMENTS

The following sections are to be completed only if the Student is required to stay at accommodation other than his or her normal place of residence for the purpose of this Arrangement.

ACCOMMODATION DETAILS

Who will the Student be staying with?

- Parent/guardian
 Other family member/s (e.g. grandparent, older sibling) – please specify _____
 Friends of the family
 Employer

Name of person responsible for supervising student at accommodation _____

Accommodation address _____ Postcode _____

Telephone: Business Hours _____ After hours _____ Length of stay _____

Travel arrangements to and from the workplace _____

PARENT CONSENT (if the Student is aged under 18 years)

I, _____,

- consent to my child staying at accommodation other than his or her normal place of residence for the purposes of this Arrangement;
- confirm that the accommodation arrangements as outlined above are suitable; and
- understand that I am responsible for the control and care of my child at all times while they are not under the care and control of the Employer, or any other person.

Signature _____ Parent or Guardian Date / /

STUDENT CONSENT (if aged 18 years or over)

I, _____,

- consent to staying at accommodation other than my normal place of residence for the purposes of this Arrangement;
- confirm that the accommodation arrangements as outlined above are suitable; and
- understand that I am responsible for my control and care at all times while I am not under the care and control of the Employer, or any other person.

Signature _____ Date / /

Form 5



Structured Workplace Learning Arrangement Form

Education and Training Reform Act 2006 – Ministerial Order 723: Structured Workplace Learning Arrangements (Non-School Providers)

STUDENT DETAILS

Surname _____ First Name _____ Birth Date / /

Non-School Provider Name and Address _____

Postcode _____ Telephone _____

Structured Workplace Learning Coordinator _____

IN CASE OF AN EMERGENCY, THE EMPLOYER SHOULD CONTACT THE STUDENT'S PARENT OR GUARDIAN AND THE STRUCTURED WORKPLACE LEARNING COORDINATOR:

Name (Parent/Guardian) _____

Address _____ Postcode _____

Tel. (Home) _____ (Work) _____ (Mobile) _____

Emergency contact (Name and Tel.) _____

PRIVACY INFORMATION: The information provided on this form is for the administration of Structured Workplace Learning Arrangements only and is not to be used for any other purpose. Health information will be provided if the Student has a medical condition or requires medication that may be relevant to their placement. This information must be kept confidential.

WORK PLACEMENT DETAILS

Employer (business) name _____ Tel. _____

Business address _____ Postcode _____

Type of industry _____ Primary activity at workplace _____

Student's work location address _____ Postcode _____

Workplace contact person _____ Supervisor _____

Activities the student will undertake (if insufficient space, attach separate sheet) _____

Structured Workplace Learning hours _____ am / pm, to _____ am / pm; on Monday Tuesday Wednesday Thursday Friday
from (commencement date) _____ to (completion date) _____ Total number of days _____

Rate of payment \$ _____ per day (\$5.00 per day minimum)

EMPLOYER ACKNOWLEDGEMENT (Employer to sign)

I, _____ [name of individual, or on behalf of the Employer if Employer is an incorporated body] agree that:

- I understand occupational health and safety legislation and standards relevant to the conduct of my undertaking and will comply with these laws and standards with respect to the Student as if the Student were my employee.
- I will identify all hazards relevant to the conduct of my undertaking and will assess and control all related risks. If I have not controlled all related risks I will inform the Non-School Provider of this fact prior to the Structured Workplace Learning Arrangement commencing.
- I have read and understood the Department of Education and Early Childhood Development Structured Workplace Learning Guidelines for Employers. I will ensure that required planning, induction, supervision and safe systems of work are provided for the Student to maintain a safe and healthy Structured Workplace Learning Arrangement at all times.
- I will consider and take into account the competency, maturity and physical capabilities of the Student in relation to all activities he or she will undertake. The Student's program of activities will be planned and carried out with these considerations in mind.
- I will nominate a Supervisor (or Supervisors) of the Student who will be responsible for ensuring that my obligations as the Student's Employer are carried out.
- I will provide appropriate information, training, instruction and supervision to the Student in respect of occupational health and safety and will provide any equipment and/or clothing which is required to comply with my duty of care toward the Student.
- I will ensure that the Structured Workplace Learning is undertaken in a non-discriminatory and harassment free environment.
- I will permit access to the workplace and contact with the Student by the Chief Executive Officer or the Structured Workplace Learning Coordinator at any reasonable time during the Structured Workplace Learning Arrangement.
- I will ensure that the Structured Workplace Learning Arrangement is not used 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.
- I will ensure that the maximum number of students in the workplace does not exceed one Student for every three employees.
- If I have sought to engage more than the permitted number of Structured Workplace Learning Students, I confirm that direct supervision will be provided for all Students.
- Where the Chief Executive Officer has disclosed any necessary health information in relation to the Student I confirm that I will maintain the confidentiality of that health information and only disclose this information to another party if treatment is required for a known medical condition or in the case of a medical emergency.
- I will notify the Structured Workplace Learning Coordinator as soon as is possible if the Student is absent, injured or becomes ill in the course of undertaking the Structured Workplace Learning.
- I will consult with the Chief Executive Officer if I consider it necessary to terminate the Arrangement before the specified time.
- I will advise the Chief Executive Officer if the industry to which this Arrangement relates includes potential exposure of the Student to scheduled carcinogenic substances and/or other hazardous substances as defined in the *Occupational Health and Safety Regulations 2007*.

I understand and accept the responsibilities set out above. Following the Chief Executive Officer's review of these details, I understand that he or she will determine whether or not the Student will undertake the Structured Workplace Learning Arrangement proposed here.

Signature _____ Date / /

STUDENT AGREEMENT

I, _____ agree to take part in this Structured Workplace Learning Arrangement and to:

- carry out all reasonable and lawful directions of the Employer and perform my work to the best of my ability;
- comply with all reasonable workplace rules and requirements governing safety and behaviour;
- attend at the workplace on each day at the agreed time;
- inform both the Employer and the Structured Workplace Learning Coordinator as soon as possible if I am unable to attend work;
- promptly inform the Employer of any accident, injury or incident that may occur;
- dress appropriately for the workplace;
- agree that no payment will be made to me if the placement is with a Commonwealth Department or a body established under a Commonwealth Act;
- give my consent to donating back payment where the placement is with an organisation engaged wholly or mainly in an educational, charitable or community welfare service not conducted for profit and where I have determined that the whole of my payment will be donated back to the organisation.

Students aged 18 years and over:

- I agree to inform the Employer of any necessary medical information, including details of any known medical condition which may affect me and any medication or treatment which may be relevant.
- I understand that I am responsible for my transport to and from the workplace.

I understand that the Chief Executive Officer will determine whether or not I will undertake Structured Workplace Learning. I acknowledge that prior to commencing the placement under this Arrangement, I will be undertaking occupational health and safety training that is part of my Accredited Course of Study (VET students), or I will complete the occupational health and safety program required by the Department of Education and Early Childhood Development (non-VET students).

Student's signature _____ Date / /

PARENT/GUARDIAN AGREEMENT AND CONSENT (Not required if the student is aged 18 years or over)

I, _____ consent to my child taking part in this Structured Workplace Learning Arrangement and I:

- agree that he or she will be subject to the direction and control of the Employer and nominated Supervisor(s);
- understand that all reasonable care for the health and safety of my child will be taken by the Employer and nominated Supervisor(s);
- expect my child to comply with all reasonable workplace rules and requirements governing safety and behaviour;
- understand that I am responsible for my child's transport to and from the workplace;
- agree that no payment will be made to my child if the placement is with a Commonwealth Department or a body established under a Commonwealth Act;
- give my consent to my child donating back payment where the placement is with an organisation engaged wholly or mainly in an educational, charitable or community welfare service not conducted for profit and where my child has determined that the whole of his or her payment will be donated back to the organisation;
- understand that I will be notified as soon as possible in the event of illness of or accident to my child, but where it is impracticable to communicate with me I authorise the person in charge at the workplace of the employer to consent to my child receiving such medical and surgical treatment (including the administration of an anaesthesia) as may be deemed necessary by a legally qualified medical practitioner, and administer such first-aid as is judged to be reasonably necessary;
- attach details of any known medical condition which may affect my child, and any medication or treatment which may be relevant;
- give my consent to the release of any necessary health information in relation to my child by the Chief Executive Officer to the Employer, for which the Chief Executive Officer is aware of and may disclose pursuant to the *Health Records Act 2001* (Vic).

I understand that the Chief Executive Officer will determine whether or not my child will undertake Structured Workplace Learning.

Signature _____ Parent or Guardian Date / /

WORKSAFE INSURANCE AND PUBLIC LIABILITY INSURANCE

The Student is covered for WorkSafe Insurance by the Department of Education and Early Childhood Development (State of Victoria). The Student is covered by public liability insurance in accordance with Ministerial Order 723 – Structured Workplace Learning Arrangements, for the arrangement taken out by the party indicated below (Chief Executive Officer to tick the appropriate box):

- Non-School Provider Employer

NOTE: PUBLIC LIABILITY INSURANCE

Public liability insurance of at least \$10 million cover per event must be held or taken out, prior to the Student commencing Structured Workplace Learning under the Arrangement:

- i. when an Arrangement is entered into by a Chief Executive Officer of a Non-School Provider in respect of a Non-School Provider student – either:
 - a. by that Non-School Provider, with the insured being the Non-School Provider and the Student; or
 - b. by the Employer, with the insured being the Employer and the Student, if the Chief Executive Officer of that Non-School Provider has advised the Employer at least four (4) weeks prior to the Student commencing Structured Workplace Learning that the Non-School Provider does not have public liability insurance as set out above.

CHIEF EXECUTIVE OFFICER CONSENT

I, _____ Chief Executive Officer of _____ enter into an Arrangement for the above named Student of this Non-School Provider to be engaged for the purpose of Structured Workplace Learning by the Employer named above in accordance with the provisions of the *Education and Training Reform Act 2006* and Ministerial Order 723 – Structured Workplace Learning Arrangements, and on the basis of the information provided above and the employer's acknowledgements. I confirm that I have informed the Employer as to whether this Non-School Provider holds public liability insurance. I will ensure that the above mentioned student is undertaking occupational health and safety training that is part of their Accredited Course of Study, or has completed the occupational health and safety program required by the Department of Education and Early Childhood Development prior to commencing the placement under this Arrangement.

Chief Executive Officer's signature _____ Date / /

Form 6



Structured Workplace Learning Travel and Accommodation Form

Education and Training Reform Act 2006 – Ministerial Order 723: Structured Workplace Learning Arrangements (Non-School Providers)

STUDENT DETAILS

Surname _____ First Name _____ Birth Date / /

Non-School Provider Name and Address _____
Postcode _____ Telephone _____

Structured Workplace Learning Coordinator _____

IN CASE OF AN EMERGENCY, THE EMPLOYER SHOULD CONTACT THE STUDENT'S PARENT OR GUARDIAN AND THE STRUCTURED WORKPLACE LEARNING COORDINATOR:

Name (Parent/Guardian) _____

Address _____ Postcode _____

Tel. (Home) _____ (Work) _____ (Mobile) _____

Emergency contact (Name and Tel.) _____

PRIVACY INFORMATION: The information provided on this form is for the administration of Structured Workplace Learning Arrangements only and is not to be used for any other purpose. This information must be kept confidential.

WORK PLACEMENT DETAILS

Employer (business) name _____ Tel. _____

Business address _____ Postcode _____

Student's work location address _____ Postcode _____

Workplace contact person _____ Supervisor _____

Structured Workplace Learning hours _____ am / pm, to _____ am / pm; on Monday Tuesday Wednesday Thursday Friday
from (commencement date) _____ to (completion date) _____ Total number of days _____

TRAVEL WITH EMPLOYER

The following sections are to be completed only if the Student is required to undertake vehicle travel with the Employer and/or nominated Supervisor/s as part of this Arrangement.

EMPLOYER ACKNOWLEDGEMENT

I, _____ [name of individual, or on behalf of the employer if employer is an incorporated body] attest that:

- the proposed driver has a current and valid Australian driver's licence relevant to the vehicle the proposed driver uses;
- the proposed driver is not disqualified or suspended from driving;
- the proposed driver is not subject to any other impediments to his/her ability to drive a motor or other vehicle (as relevant);
- the vehicle in which the Student is to be transported is comprehensively insured; and
- to the best of my knowledge the vehicle in which the Student is to be transported is roadworthy, safe for normal road use and suitable for the work-related purposes to which it will be put.

Signature _____ Date / /

PARENT CONSENT (only required if the Student is aged under 18 years)

I, _____,
consent to my child undertaking vehicle travel with the Employer and/or nominated Supervisor/s as part of this Arrangement.

Signature _____ Parent or Guardian Date / /

STUDENT CONSENT (only required if aged 18 years or over)

I, _____,
consent to undertaking vehicle travel with the Employer and/or nominated Supervisor/s as part of this Arrangement.

Signature _____ Date / /

ACCOMMODATION ARRANGEMENTS

The following sections are to be completed only if the Student is required to stay at accommodation other than his or her normal place of residence for the purpose of this Arrangement.

ACCOMMODATION DETAILS

Who will the Student be staying with?

- Parent/guardian
 Other family member/s (e.g. grandparent, older sibling) – please specify _____
 Friends of the family
 Employer

Name of person responsible for supervising student at accommodation _____
 Accommodation address _____ Postcode _____
 Telephone: Business Hours _____ After hours _____ Length of stay _____
 Travel arrangements to and from the workplace _____

PARENT CONSENT (only required if the Student is aged under 18 years)

I, _____,

- consent to my child staying at accommodation other than his or her normal place of residence for the purposes of this Arrangement;
- confirm that the accommodation arrangements as outlined above are suitable; and
- understand that I am responsible for the control and care of my child at all times while they are not under the care and control of the Employer, or any other person.

Signature _____ Parent or Guardian Date / /

STUDENT CONSENT (only required if aged 18 years or over)

I, _____,

- consent to staying at accommodation other than my normal place of residence for the purposes of this Arrangement;
- confirm that the accommodation arrangements as outlined above are suitable; and
- understand that I am responsible for my control and care at all times while I am not under the care and control of the Employer, or any other person.

Signature _____ Date / /

Form 7



Work Experience Arrangement Form

Education and Training Reform Act 2006 – Ministerial Order 724: Work Experience Arrangements (Non-School Providers)

STUDENT DETAILS

Surname _____ First Name _____ Birth Date / /

Non-School Provider Name and Address _____

Postcode _____ Telephone _____

Work Experience Coordinator _____

IN CASE OF AN EMERGENCY, THE EMPLOYER SHOULD CONTACT THE STUDENT'S PARENT OR GUARDIAN AND THE WORK EXPERIENCE COORDINATOR:

Name (Parent/Guardian) _____

Address _____ Postcode _____

Tel. (Home) _____ (Work) _____ (Mobile) _____

Emergency contact (Name and Tel.) _____

PRIVACY INFORMATION: The information provided on this form is for the administration of Work Experience Arrangements only and is not to be used for any other purpose. Health information will be provided if the Student has a medical condition or requires medication that may be relevant to their placement. This information must be kept confidential.

WORK PLACEMENT DETAILS

Employer (business) name _____ Tel. _____

Business address _____ Postcode _____

Type of industry _____ Primary activity at workplace _____

Student's work location address _____ Postcode _____

Workplace contact person _____ Supervisor _____

Activities the student will undertake (if insufficient space, attach separate sheet) _____

Work Experience hours _____ am / pm, to _____ am / pm; on Monday Tuesday Wednesday Thursday Friday
from (commencement date) _____ to (completion date) _____ Total number of days _____

Rate of payment \$ _____ per day (\$5.00 per day minimum)

EMPLOYER ACKNOWLEDGEMENT (Employer to sign)

I, _____ [name of individual, or on behalf of the Employer if Employer is an incorporated body] agree that:

- I understand occupational health and safety legislation and standards relevant to the conduct of my undertaking and will comply with these laws and standards with respect to the Student as if the Student were my employee.
- I will identify all hazards relevant to the conduct of my undertaking and will assess and control all related risks. If I have not controlled all related risks I will inform the Non-School Provider of this fact prior to the Work Experience Arrangement commencing.
- I have read and understood the Department of Education and Early Childhood Development Work Experience Guidelines for Employers. I will ensure that required planning, induction, supervision and safe systems of work are provided for the Student to maintain a safe and healthy Work Experience Arrangement at all times.
- I will consider and take into account the competency, maturity and physical capabilities of the Student in relation to all activities he or she will undertake. The Student's program of activities will be planned and carried out with these considerations in mind.
- I will nominate a Supervisor (or Supervisors) of the Student who will be responsible for ensuring that my obligations as the Student's Employer are carried out.
- I will provide appropriate information, training, instruction and supervision to the Student in respect of occupational health and safety and will provide any equipment and/or clothing which is required to comply with my duty of care toward the Student.
- I will ensure that the Work Experience is undertaken in a non-discriminatory and harassment free environment.
- I will permit access to the workplace and contact with the Student by the Chief Executive Officer or the Work Experience Coordinator at any reasonable time during the Work Experience Arrangement.
- I will ensure that the Work Experience Arrangement is not used 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.
- I will ensure that the maximum number of students in the workplace does not exceed one Student for every three employees.
- If I have sought to engage more than the permitted number of Work Experience Students, I confirm that direct supervision will be provided for all Students.
- Where the Chief Executive Officer has disclosed any necessary health information in relation to the Student I confirm that I will maintain the confidentiality of that health information and only disclose this information to another party if treatment is required for a known medical condition or in the case of a medical emergency.
- I will notify the Work Experience Coordinator as soon as is possible if the Student is absent, injured or becomes ill in the course of undertaking the Work Experience.
- I will consult with the Chief Executive Officer if I consider it necessary to terminate the Arrangement before the specified time.
- I will advise the Chief Executive Officer if the industry to which this Arrangement relates includes potential exposure of the Student to scheduled carcinogenic substances and/or other hazardous substances as defined in the *Occupational Health and Safety Regulations 2007*.

If the Student is a Child (under 15 years of age):

- I confirm that I have obtained a Child Employment Permit and that any Supervisor has a current Assessment Notice and provide certified copies of these to the Chief Executive Officer.
- I will advise the Chief Executive Officer immediately if there is a relevant change in circumstances with respect to a Supervisor as specified in section 20(2) of the *Working With Children Act 2005* (Vic) including, if the Supervisor is charged with, convicted of or found guilty of a relevant offence, becomes subject to reporting obligations, an extended supervision order, supervision order, detention order or if a relevant finding is made against the Supervisor.
- I will notify the Chief Executive Officer immediately if a Supervisor is issued with an interim negative notice or a negative notice within the meaning of section 3 of the *Working with Children Act 2005*.

I understand and accept the responsibilities set out above. Following the Chief Executive Officer's review of these details, I understand that he or she will determine whether or not the Student will undertake the Work Experience Arrangement proposed here.

Signature _____ Date / /

STUDENT AGREEMENT

I, _____ agree to take part in this Work Experience Arrangement and to:

- carry out all reasonable and lawful directions of the Employer and perform my work to the best of my ability;
- comply with all reasonable workplace rules and requirements governing safety and behaviour;
- attend at the workplace on each day at the agreed time;
- inform both the Employer and the Work Experience Coordinator as soon as possible if I am unable to attend work;
- promptly inform the Employer of any accident, injury or incident that may occur;
- dress appropriately for the workplace;
- agree that no payment will be made to me if the placement is with a Commonwealth Department or a body established under a Commonwealth Act;
- give my consent to donating back payment where the placement is with an organisation engaged wholly or mainly in an educational, charitable or community welfare service not conducted for profit and where I have determined that the whole of my payment will be donated back to the organisation.

Students aged 18 years and over:

- I agree to inform the Employer of any necessary medical information, including details of any known medical condition which may affect me and any medication or treatment which may be relevant.
- I understand that I am responsible for my transport to and from the workplace.

I understand that the Chief Executive Officer will determine whether or not I will undertake Work Experience. I acknowledge that prior to commencing the placement under this Arrangement I will complete the occupational health and safety program required by the Department of Education and Early Childhood Development.

Student's signature _____ Date / /

PARENT/GUARDIAN AGREEMENT AND CONSENT (Not required if the student is aged 18 years or over)

I, _____ consent to my child taking part in this Work Experience Arrangement and I:

- agree that he or she will be subject to the direction and control of the Employer and nominated Supervisor(s);
- understand that all reasonable care for the health and safety of my child will be taken by the Employer and nominated Supervisor(s);
- expect my child to comply with all reasonable workplace rules and requirements governing safety and behaviour;
- understand that I am responsible for my child's transport to and from the workplace;
- agree that no payment will be made to my child if the placement is with a Commonwealth Department or a body established under a Commonwealth Act;
- give my consent to my child donating back payment where the placement is with an organisation engaged wholly or mainly in an educational, charitable or community welfare service not conducted for profit and where my child has determined that the whole of his or her payment will be donated back to the organisation;
- understand that I will be notified as soon as possible in the event of illness of or accident to my child, but where it is impracticable to communicate with me I authorise the person in charge at the workplace of the employer to consent to my child receiving such medical and surgical treatment (including the administration of an anaesthesia) as may be deemed necessary by a legally qualified medical practitioner, and administer such first-aid as is judged to be reasonably necessary;
- attach details of any known medical condition which may affect my child, and any medication or treatment which may be relevant;
- give my consent to the release of any necessary health information in relation to my child by the Chief Executive Officer to the Employer, for which the Chief Executive Officer is aware of and may disclose pursuant to the *Health Records Act 2001* (Vic).

I understand that the Chief Executive Officer will determine whether or not my child will undertake Work Experience.

Signature _____ Parent or Guardian Date / /**WORKSAFE INSURANCE AND PUBLIC LIABILITY INSURANCE**

The Student is covered for WorkSafe Insurance by the Department of Education and Early Childhood Development (State of Victoria). The Student is covered by public liability insurance in accordance with Ministerial Order 724 – Work Experience Arrangements, for the arrangement taken out by the party indicated below (Chief Executive Officer to tick the appropriate box):

- Non-School Provider Employer

NOTE: PUBLIC LIABILITY INSURANCE

Public liability insurance of at least \$10 million cover per event must be held or taken out, prior to the Student commencing Work Experience under the Arrangement:

- i. when an Arrangement is entered into by a Chief Executive Officer of a Non-School Provider in respect of a Non-School Provider student – either:
 - a. by that Non-School Provider, with the insured being the Non-School Provider and the Student; or
 - b. by the Employer, with the insured being the Employer and the Student, if the Chief Executive Officer of that Non-School Provider has advised the Employer at least four (4) weeks prior to the Student commencing work experience that the Non-School Provider does not have public liability insurance as set out above.

CHIEF EXECUTIVE OFFICER CONSENT

I, _____ Chief Executive Officer of _____

enter into an Arrangement for the above named Student of this Non-School Provider to be engaged for the purpose of Work Experience by the Employer named above in accordance with the provisions of the *Education and Training Reform Act 2006* and Ministerial Order 724 – Work Experience Arrangements, and on the basis of the information provided above and the employer's acknowledgements. I confirm that I have informed the Employer as to whether this Non-School provider holds public liability insurance. I will ensure that the above mentioned student will complete the required occupational health and safety program prior to commencing the placement under this Arrangement.

Chief Executive Officer's signature _____ Date / /

Form 8



Department of Education and
Early Childhood Development

Work Experience Travel and Accommodation Form

Education and Training Reform Act 2006 – Ministerial Order 724: Work Experience Arrangements (Non-School Providers)

STUDENT DETAILS

Surname _____ First Name _____ Birth Date / /

Non-School Provider Name and Address _____
Postcode _____ Telephone _____

Work Experience Coordinator _____

IN CASE OF AN EMERGENCY, THE EMPLOYER SHOULD CONTACT THE STUDENT'S PARENT OR GUARDIAN AND THE WORK EXPERIENCE COORDINATOR:

Name (Parent/Guardian) _____

Address _____ Postcode _____

Tel. (Home) _____ (Work) _____ (Mobile) _____

Emergency contact (Name and Tel.) _____

PRIVACY INFORMATION: The information provided on this form is for the administration of Work Experience Arrangements only and is not to be used for any other purpose. This information must be kept confidential.

WORK PLACEMENT DETAILS

Employer (business) name _____ Tel. _____

Business address _____ Postcode _____

Student's work location address _____ Postcode _____

Workplace contact person _____ Supervisor _____

Work Experience hours _____ am / pm, to _____ am / pm; on Monday Tuesday Wednesday Thursday Friday

from (commencement date) _____ to (completion date) _____ Total number of days _____

TRAVEL WITH EMPLOYER

The following sections are to be completed only if the Student is required to undertake vehicle travel with the Employer and/or nominated Supervisor/s as part of this Arrangement.

EMPLOYER ACKNOWLEDGEMENT

I, _____ [name of individual, or on behalf of the employer if employer is an incorporated body] attest that:

- the proposed driver has a current and valid Australian driver's licence relevant to the vehicle the proposed driver uses;
- the proposed driver is not disqualified or suspended from driving;
- the proposed driver is not subject to any other impediments to his/her ability to drive a motor or other vehicle (as relevant);
- the vehicle in which the Student is to be transported is comprehensively insured; and
- to the best of my knowledge the vehicle in which the Student is to be transported is roadworthy, safe for normal road use and suitable for the work-related purposes to which it will be put.

Signature _____ Date / /

STUDENT CONSENT (if aged 18 years or over)

I, _____,
consent to undertaking vehicle travel with the Employer and/or nominated Supervisor/s as part of this Arrangement.

Signature _____ Date / /

PARENT CONSENT (if Student is aged under 18 years)

I, _____,
consent to my child undertaking vehicle travel with the Employer and/or nominated Supervisor/s as part of this Arrangement.

Signature _____ Parent or Guardian Date / /

ACCOMMODATION ARRANGEMENTS

The following sections are to be completed only if the Student is required to stay at accommodation other than his or her normal place of residence for the purpose of this Arrangement.

ACCOMMODATION DETAILS

Who will the Student be staying with?

- Parent/guardian
 Other family member/s (e.g. grandparent, older sibling) – please specify _____
 Friends of the family
 Employer

Name of person responsible for supervising student at accommodation _____

Accommodation address _____ Postcode _____

Telephone: Business Hours _____ After hours _____ Length of stay _____

Travel arrangements to and from the workplace _____

PARENT CONSENT (if the Student is aged under 18 years)

I, _____,

- consent to my child staying at accommodation other than his or her normal place of residence for the purposes of this Arrangement;
- confirm that the accommodation arrangements as outlined above are suitable; and
- understand that I am responsible for the control and care of my child at all times while they are not under the care and control of the Employer, or any other person.

Signature _____ Parent or Guardian Date / /

STUDENT CONSENT (if aged 18 years or over)

I, _____,

- consent to staying at accommodation other than my normal place of residence for the purposes of this Arrangement;
- confirm that the accommodation arrangements as outlined above are suitable; and
- understand that I am responsible for my control and care at all times while I am not under the care and control of the Employer, or any other person.

Signature _____ Date / /

Dated 15 May 2014

THE HON. MARTIN DIXON MP
Minister for Education

Fire Services Property Levy Act 2012

NOTICE UNDER SECTION 12, DETERMINATION OF LEVY RATES

I, Hon. Michael O'Brien MP, Treasurer of the State of Victoria, under section 12 of the **Fire Services Property Levy Act 2012**, by notice determine and specify the levy rates for the financial year commencing 1 July 2014 as follows:

	Ad Valorem Rates (cents per \$1,000 of capital improved value)	
Land use classification	Country area of Victoria	Metropolitan Fire District
Residential	0.0109% (10.9 cents per \$1,000)	0.0065% (6.5 cents per \$1,000)
Commercial	0.0880% (88.0 cents per \$1,000)	0.0550% (55.0 cents per \$1,000)
Industrial	0.1320% (132.0 cents per \$1,000)	0.0859% (85.9 cents per \$1,000)
Primary Production	0.0246% (24.6 cents per \$1,000)	0.0154% (15.4 cents per \$1,000)
Public Benefit	0.0109% (10.9 cents per \$1,000)	0.0065% (6.5 cents per \$1,000)
Vacant (excluding vacant residential land)	0.0109% (10.9 cents per \$1,000)	0.0065% (6.5 cents per \$1,000)

Dated 29 May 2014

HON. MICHAEL O'BRIEN MP
Treasurer

Forests Act 1958

REVOCATION OF DETERMINATION OF FIREWOOD COLLECTION AREA

I, Dale Antonysen, District Manager, Parks Victoria, as delegate of the Secretary to the Department of Environment and Primary Industries, under section 57U of the **Forests Act 1958**, revoke the determination of the firewood collection areas described in items 1, 4 and 6 of the table in the determination made under section 57U of the **Forests Act 1958** on 19 February 2014 and published in the Government Gazette No. G 9 page 366 on 27 February 2014.

This revocation comes into operation on the date on which it is published in the Government Gazette.

Dated 22 May 2014

DALE ANTONYSEN
District Manager North West
Parks Victoria

as delegate of the Secretary to the Department of Environment and Primary Industries

Forests Act 1958

REVOCATION OF DETERMINATION OF FIREWOOD COLLECTION AREAS

I, Daniel McLaughlin, Acting District Manager Northern Rivers, Parks Victoria, as delegate of the Secretary to the Department of Environment and Primary Industries, under section 57U of the **Forests Act 1958**, revoke the determination made under section 57U of the **Forests Act 1958** on 19 February 2014 and published in the Government Gazette No. G9, page 364, 27 February 2014.

This revocation comes into operation on the date on which it is published in the Government Gazette.

Dated 23 May 2014

DANIEL McLAUGHLIN
Acting District Manager Northern Rivers
Parks Victoria

as delegate of the Secretary to the Department of Environment and Primary Industries

Geographic Place Names Act 1998

NOTICE OF REGISTRATION OF GEOGRAPHIC NAMES

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

Road Naming:

Change Request Number	Road Name	Locality	Proposer and Location
63952	Hall Lane	Seaton	Wellington Shire Council The road traverses north from Heyfield–Seaton Road.
68738	Wren Lane	West Melbourne	Melbourne City Council Formerly part Railway Place. The road traverses west from Dudley Street to Rosslyn Street.
70303	Redstone Road	Wonthaggi	Bass Coast Shire Council Formerly known as Webb Road. The road traverses north from West Area Road.
70849	Honeyeater Lane	Junortoun	Greater Bendigo City Council The road traverses east from Binks Road.

Office of Geographic Names

Land Victoria
570 Bourke Street
Melbourne 3000

JOHN E. TULLOCH
Registrar of Geographic Names

Geographic Place Names Act 1998

CORRIGENDUM

In the Victoria Government Gazette No. G11, 13 March 2014, page 452 under **Geographic Place Names Act 1998**, Notice of Registration of Geographic Names, Road Naming, the road named Saleyard Lane under Proposer and Location should read at the rear of 83–103 Evans Street, Sunbury.

Office of Geographic Names

Land Victoria
570 Bourke Street
Melbourne 3000

JOHN E. TULLOCH
Registrar of Geographic Names



Heritage Act 1995

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 1995**, I give notice under section 46 that the Victorian Heritage Register is amended by including Heritage Register Number H2329 in the category described as Heritage Place.

Total House
170–190 Russell Street
Melbourne
Melbourne City

1. All of the land marked L1 on Diagram 2329 held by the Executive Director being all of Lot 1 on Title Plan 320291, Lot 1 on Title Plan 681552, Lots 1 and 2 on Title Plan 580160, Lot 1 on Title Plan 109888 and Lots 1 and 2 on Title Plan 891700.
2. All of the building marked B1 on Diagram 2329 held by the Executive Director.

Dated 29 May 2014

TIM SMITH
Executive Director

Liquor Control Reform Act 1998

LIQUOR LICENSING POLLS

In the matter of applications by Domenic's Restaurant, 335 Balwyn Road, Balwyn North; Glen Iris Pantry, 106 Glen Iris Road, Glen Iris; and ToWoo Korean Charcoal BBQ Restaurant, 603 Whitehorse Road, Surrey Hills, under the **Liquor Control Reform Act 1998** for a Restaurant and Cafe Licence, the resolution submitted to a poll on Monday 19 May was:

'That a Restaurant and Cafe Licence will be granted in the neighbourhood of the premises situated at 335 Balwyn Road, Balwyn North; 106 Glen Iris Road, Glen Iris; and 603 Whitehorse Road, Surrey Hills.'

The result of the Domenic's Restaurant poll was:

Votes polled for the resolution	750
Votes polled against the resolution	318
Informal votes polled	7
Total votes polled	1075

The result of the Glen Iris Pantry poll was:

Votes polled for the resolution	1025
Votes polled against the resolution	334
Informal votes polled	4
Total votes polled	1363

The result of the ToWoo Korean Charcoal BBQ Restaurant was:

Votes polled for the resolution	805
Votes polled against the resolution	387
Informal votes polled	5
Total votes polled	1197

W. GATELY AM
Victorian Electoral Commission

Major Transport Projects Facilitation Act 2009

DECLARATION OF A TRANSPORT PROJECT

(Section 10)

I, Denis Naphthine, Premier of the State of Victoria, under section 10(1)(a) of the **Major Transport Projects Facilitation Act 2009** ('the Act'), declare the transport project known as the Port of Hastings Development project to be a declared project to which the Act applies.

For the purposes of this declaration, the Port of Hastings Development project includes:

- (a) the development of an expanded port at Hastings and in the vicinity of Hastings; and
- (b) the development of road and rail connections to that port and in its vicinity.

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

THE HON DR DENIS NAPHTHINE MP
Premier of Victoria

Major Transport Projects Facilitation Act 2009

APPOINTMENT OF A MINISTER TO BE THE PROJECT MINISTER FOR A DECLARED PROJECT

(Section 14)

I, Denis Naphthine, Premier of Victoria, in accordance with section 14 of the **Major**

Transport Projects Facilitation Act 2009, appoint the Minister for Ports to be the Project Minister for the declared project known as the Port of Hastings Development project.

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

THE HON DR DENIS NAPTHINE MP
Premier of Victoria

Plant Biosecurity Act 2010

NOTICE OF EXTENSION

Orders Declaring Restricted Areas in Victoria for the Control of Queensland Fruit Fly

I, Peter Walsh, Minister for Agriculture and Food Security, extend the Orders listed below, made under section 32 of the **Plant Biosecurity Act 2010**, declaring restricted areas for the control of Queensland Fruit Fly, for a further period of 12 months.

Location	Date of making	Date of Gazettal	Date extension effective
Goodnight (NSW)	4 June 2013	13 June 2013	4 June 2014
Speewa (NSW)	4 June 2013	13 June 2013	4 June 2014

The Orders were published in the Victorian Government Gazette and specify the prohibitions, restrictions and requirements so as to prevent the spread of Queensland Fruit Fly from each area to other parts of Victoria.

Further information may be obtained by visiting www.depi.vic.gov.au/qff

Dated 26 May 2014

PETER WALSH MLA
Minister for Agriculture and Food Security

SAFE DRINKING WATER REGULATIONS 2005

Notice Under Regulation 11

Variation of Water Sampling Frequency

Regulation 11 of the Safe Drinking Water Regulations 2005 ('the Regulations') provides that the Secretary may, by notice published in the Government Gazette, vary the frequencies specified in Schedule 2 of the Regulations at which samples of drinking water are to be collected at a water sampling point located within a water sampling locality.

I, Graeme Gillespie, delegate of the Secretary to the Department of Health, under regulation 11 of the Regulations, vary the frequency at which a sample of drinking water is to be collected at a water sampling point as follows:

- water supplier to whom this notice applies: Yarra Valley Water.
- relevant water sampling localities being supplied drinking water by the water supplier:
Glenroy, Preston, Northcote, Somerton, Bundoora, Lower Plenty, Epping, Plenty, Mernda/Hurstbridge, Whittlesea, Warburton, Seville, Eltham, Woori Yallock, Emerald, Ridge/Monbulk, Lilydale, Warranwood, Doncaster, Croydon, Mitcham, Kew, Ivanhoe, Montrose, Glen Waverley, Malvern, Wallan, Yarra Junction, Lyrebird Avenue, Brahams Road, Healesville and Yarra Glen.
- the parameters specified in column 1 of the Table in Schedule 2 of the Regulations in which the frequency for the collection of samples of drinking water has been varied: trihalomethanes, chloroacetic acid, dichloroacetic acid and trichloroacetic acid.

- the frequency samples of drinking water are to be collected in respect of these parameters are one sample per each three-month period.
- Period for which the frequency specified in this notice apply: 1 July 2014 to 31 July 2015.

This variation will take effect from the day following the day this notice is published in the Victoria Government Gazette.

GRAEME GILLESPIE
Director, Health Protection

State Superannuation Act 1988
DECLARATION OF OFFICERS

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

1. Bendigo and Adelaide Bank Ltd, ACN 068 049 178 (BAB), to be a body to which sub-paragraph (iii) of paragraph (c) applies; and
2. That employees who were officers within the definition of 'officer' in section 3 of the **State Superannuation Act 1988** immediately before commencing employment with BAB are a class of person to whom the **State Superannuation Act 1988** applies for such period as they remain employed by BAB.
3. Paragraph (2) only applies to employees of BAB who were employed by the Rural Finance Corporation immediately prior to joining BAB.

Dated 26 May 2014

THE HON. GORDON RICH-PHILLIPS MLC
Assistant Treasurer

ORDERS IN COUNCIL**Education and Training Reform Act 2006****CONSTITUTION OF THE BENDIGO KANGAN INSTITUTE ORDER 2014**

The Governor, with the advice of the Executive Council, acting under section 3.1.11 of the **Education and Training Reform Act 2006**, on the recommendation of the Minister for Higher Education and Skills made in accordance with that section, makes the following Order:

Dated 27 May 2014

Responsible Minister:

HON. NICK WAKELING MP

Minister for Higher Education and Skills

YVETTE CARISBROOKE
Clerk of the Executive Council

DIVISION 1 – PRELIMINARY**1. Title of Order**

This Order is called the Constitution of the Bendigo Kangan Institute Order 2014.

2. Purposes

The purposes of this Constitution are –

- (a) to change the name of Bendigo TAFE to Bendigo Kangan Institute (*Institute*); and
- (b) to amalgamate Kangan Institute with the Institute; and
- (c) to make provision or further provision for or with respect to the objectives, functions and powers of the Institute; and
- (d) to establish a board to oversee and govern the Institute; and
- (e) to make provision or further provision for or with respect to the constitution, management structure, membership, objectives, powers, duties or functions of the board of the Institute, the manner of appointment and the terms and conditions of appointment of directors of the board; and
- (f) to make provision for the board to make rules for the governance of the Institute; and
- (g) to make provision for the board to delegate its powers and functions; and
- (h) to revoke previous Orders relating to the establishment of the Kangan Institute and Bendigo TAFE and the establishment of their boards; and
- (i) to make provision for or with respect to matters of a consequential, transitional or savings nature.

3. Authorising powers

This Constitution is made under the powers conferred by section 3.1.11 of the **Education and Training Reform Act 2006** and all other enabling powers.

4. Commencement

This Constitution comes into operation on 1 July 2014.

5. Interpretation

In this Constitution, unless inconsistent with the context or subject-matter –

Act means the **Education and Training Reform Act 2006**;

Bendigo TAFE means Bendigo TAFE continued in existence with a changed name under an Order in Council, dated 9 April 2013, made under the **Education and Training Reform Act 2006**;

board means the Board of the Bendigo Kangan Institute established under this Constitution;

board nominee director means a director appointed under clause 14 for the purposes of section 3.1.16(1)(c) of the Act;

board secretary means the person appointed by the board under clause 26;

chairperson means the chairperson of the board appointed under clause 12;

commercial activity means –

- (a) the provision or sale by the Institute (or the Institute in partnership, trust, joint venture or association with others) of land, property, goods, services or other activities on a commercial basis; or
- (b) the acquisition by the Institute of, or capital expenditure on, land, property, goods, services or other things; or
- (c) other activities conducted on a commercial basis or of a commercial nature;

Notes

A TAFE institute may engage in an activity on a commercial basis if the activity is consistent with any direction, guideline or direction issued by the Minister from time to time in relation to commercial activity. At the time of the making of this Constitution, the current guidelines are known as the *Guidelines concerning commercial activities in accordance with Part 5.2 of the Act*.

See also section 3.1.12B(3) of the Act.

committee member means a member of a committee established by the board under this Constitution and includes an acting member of a committee;

this Constitution means this Order in Council;

controlling interest has the same meaning as it has in section 72(2) of the **Payroll Tax Act 2007**;

Department has the same meaning as it has in section 1.1.3(1) of the Act;

Deputy Secretary means the person for the time being holding, acting in or performing the duties of the Deputy Secretary, Higher Education and Skills Group within the Department, and if its name is changed, means the person for the time being holding, acting in or performing the duties of the Deputy Secretary of that part of the Department with responsibility for vocational education and training;

director includes the chairperson, a Ministerial nominee director and a board nominee director and includes any person acting as a director;

Note

Under clause 4 of Schedule 2 to the Act, the Minister may appoint an acting director in certain circumstances.

former boards has the meaning described in clause 44(1);

Institute means the Bendigo Kangan Institute established by clause 6 of this Constitution;

internal auditor means an auditor appointed by the board under clause 24;

Kangan Institute means the Kangan Institute continued in existence with a changed name under an Order in Council, dated 9 April 2013, made under the **Education and Training Reform Act 2006**;

major commercial activity means commercial activity that involves a transaction or transactions with a total estimated cost greater than 5 per cent of annual revenues of the Institute, but does not include –

- (a) the supply of vocational training or higher education in accordance with the Institute's strategic plan; or
- (b) the supply of vocational training or higher education that is supplied pursuant to a competitive tender process;

Ministerial nominee director means a director appointed under clause 13 for the purposes of section 3.1.16(1)(b) of the Act;

Secretary has the same meaning as it has in section 1.1.3(1) of the Act;

Notes

This Constitution is a subordinate instrument for the purposes of the **Interpretation of Legislation Act 1984**. That Act contains provisions that apply to the interpretation of this Constitution.

Expressions used in this Constitution have the same meaning as they have in the **Education and Training Reform Act 2006** unless the contrary intention appears – see **Interpretation of Legislation Act 1984**, section 23.

DIVISION 2 – ESTABLISHMENT, POWERS, AND DUTIES OF THE INSTITUTE**6. *Establishment of the Institute***

- (1) The name of Bendigo TAFE is changed to Bendigo Kangan Institute; and
- (2) Kangan Institute is amalgamated with the Institute.

Notes

The Institute is a body corporate by operation of sections 3.1.12 of the **Education and Training Reform Act 2006**.

The name of a TAFE Institute may be changed by an Order in Council. See section 3.1.11(1)(e) of the Act.

TAFE Institutes may also be amalgamated by an Order in Council. See section 3.1.11(1)(c) of the Act.

The Institute is the successor in law to the Kangan Institute and Bendigo TAFE which were established under the previous Orders to be revoked by clause 43 of this Constitution. See sections 3.1.11(7) and 3.1.12(a) of the Act.

See also the savings and transitional provisions in Division 10.

7. *Objectives of the Institute*

In addition to the objectives set out in section 3.1.12A of the Act, the objectives of the Institute include –

- (a) to confer vocational training awards; and
- (b) subject to Part 5.5 of the Act, to operate as a group training organisation that employs apprentices and other trainees and places them with host employers.

Note

A person or body may not employ an apprentice or trainee without approval under Part 5.5 of the Act.

8. *Powers of the Institute*

- (1) The powers of the Institute are subject to, and must be exercised in accordance with, the functions, duties and obligations conferred or imposed on the Institute by –
 - (a) the Act and other laws; and
 - (b) this Constitution; and
 - (c) Ministerial and Government directions and guidelines under the Act and other legislation, laws and conventions; and
 - (d) the general administrative, social and economic directives and policies established by the Government of Victoria from time to time.
- (2) For the avoidance of doubt, it is the intention of subclause (1) to limit the power of the Institute so that it does not have power to act in a manner that is contrary to, or inconsistent with, its duties and obligations under laws, legislation, guidelines, directions and policies that apply to the Institute.

Note

Section 3.1.12C of the Act sets out general powers of the Institute. The exercise of these powers may be subject to directions issued by the Minister under section 5.2.1 of the Act, or to the provisions of an Institute's constitution. Subclause (1) requires that the Institute's powers be exercised in accordance with legislation, policies and directions that apply to the Institute.

Examples

The Institute must exercise its powers subject to the directions of the Minister for Finance under section 8 of the **Financial Management Act 1994**, which have legislative force. Direction 4.5.6 of the *Standing Directions of the Minister for Finance under the Financial Management Act 1994* sets out binding requirements in relation to public sector agencies' borrowings, investments and financial arrangements.

The Institute must also exercise its powers in relation to commercial activity, borrowing or investment subject to direction or guidelines issued by the Minister administering the Act.

DIVISION 3 – ESTABLISHMENT, POWERS AND DUTIES OF THE BOARD**9. *Establishment of the board***

- (1) In accordance with section 3.1.11(2)(a) of the Act, there is established a board to oversee and govern the Institute.
- (2) The board established under subclause (1) is named the Board of the Bendigo Kangan Institute.

Note

See the savings and transitional provisions in Division 10.

10. General duties of the board

- (1) The board must –
- (a) take all reasonable steps for the advancement of the objectives of the Institute and the board under the Act and this Constitution;
 - (b) operate in accordance with the economic and social objectives and public sector management policy established from time to time by the Government of Victoria;
 - (c) meet at intervals prescribed in this Constitution;
- Note**
See section 3.1.18D of the Act and clauses 19(2) and 20.
- (d) provide all assistance and information as the Minister, the Secretary or the Deputy Secretary may reasonably require from the board; and
 - (e) ensure the safe custody and proper use of the common seal of the Institute.
- (2) These duties are in addition to, and do not take away from, the duties imposed on the board by the Act, other provisions of this Constitution, and any other duties imposed by any other Act or law.

DIVISION 4 – COMPOSITION OF THE BOARD**11. Board composition**

The board consists of nine directors, of whom –

- (a) one is the chairperson of the board appointed by the Governor in Council under clause 12; and

Note

See section 3.1.16(1)(a) of the Act and clause 13.

- (b) four are Ministerial nominee directors appointed by the Minister under clause 13 for the purposes of section 3.1.16(1)(b) of the Act; and

Notes

Section 3.1.16(1)(b) of the Act requires the Constitution to provide that a certain proportion of the directors are to be appointed by the Minister.

Directors appointed for the purposes of paragraph (b) are referred to in this Constitution as *Ministerial nominee directors*.

- (c) four are directors appointed under clause 14 for the purposes of section 3.1.16(1)(c) of the Act.

Notes

Directors appointed for the purposes of paragraph (c) are referred to in this Constitution as *board nominee directors*.

See section 3.1.16(1)(c) of the Act and clause 15 of this Constitution in relation to the appointment of board nominee directors.

The criteria for appointment of all directors are set out in section 3.1.16(2) of the Act.

The Chief Executive Officer of the Institute is not eligible to be appointed as a director: see section 3.1.16(3) of the Act.

Staff (other than the Chief Executive Officer) and students of the Institute may be eligible to be appointed as directors, if qualified.

12. Appointment of chairperson

The Governor in Council may, by instrument, appoint a person as the chairperson of the board.

Notes

The chairperson holds office for the term specified in the instrument of appointment, not being more than three years: see clause 2(1) of Schedule 2 to the Act.

The Minister may appoint an acting chairperson in the case of illness, absence or inability to act, and the Governor in Council may appoint an acting chairperson in the case of a vacancy: see clause 4(1) of Schedule 2 to the Act and section 41 of the **Interpretation of Legislation Act 1984**.

13. Appointment of Ministerial nominee directors

- (1) The Minister may, by instrument, appoint a person to a Ministerial nominee director position referred to in clause 11(b).
- (2) The Minister may consult with the chairperson before appointing a person to a Ministerial nominee position.

Note

Under section 3.1.16(1)(b) of the Act, these director appointments are made by the Minister alone.

14. Appointment of board nominee directors

- (1) The Minister may, in accordance with this clause and clause 15, by instrument, appoint a person to a board nominee director position referred to in clause 11(c).

Note

Section 3.1.16(1)(c) of the Act provides that the Constitution must provide that the remaining directors are to be appointed by the Minister after considering the advice of the directors who have been appointed under paragraphs (a) and (b) of section 3.1.16(1), namely, the chairperson and the directors appointed by the Minister alone.

- (2) The chairperson and Ministerial nominee directors must provide advice to the Minister within four months of a board nominee director position becoming vacant.
- (3) In providing advice to the Minister for the purposes of subclause (2), the chairperson and Ministerial nominee directors must comply with clause 15.
- (4) Subject to subclause (5), before appointing a board nominee director, the Minister must consider advice provided by the chairperson and Ministerial nominee directors in accordance with subclause (2) and clause 16.
- (5) If the chairperson and Ministerial nominee directors do not provide advice within four months, or such longer period approved by the Minister, of a position of board nominee director becoming vacant, the Minister may proceed to make an appointment.

15. Merit-based assessment and advice on appointment of board nominee directors

- (1) When a board nominee director position falls vacant, the chairperson and Ministerial nominee directors must provide advice to the Minister, for the purposes of section 3.1.16(1)(c) of the Act, on one or more candidates who have been assessed by the chairperson and Ministerial nominee directors as suitable for appointment to the position.
- (2) Before providing advice on the appointment of a board nominee director, the chairperson and Ministerial nominee directors must assess candidates for appointment on merit against the criteria set out in section 3.1.16(2) of the Act.
- (3) When providing advice to the Minister on the appointment of a board nominee director, the chairperson and Ministerial nominee directors must also provide to the Minister –
 - (a) a report on the process that was used by the chairperson and Ministerial nominee directors in identifying potential candidates for appointment and the assessment of those candidates; and
 - (b) a report on the qualifications, skills and experience of each candidate assessed as suitable for appointment, including an assessment of the candidate against the criteria set out in section 3.1.16(2) of the Act.

16. Notification of vacancies, absences or inability of directors to perform their duties

- (1) If a vacancy occurs in an office of the chairperson or a director, the board must inform the Minister of the vacancy in writing as soon as practicable, and in any event no later than 20 business days after a vacancy arises.

Note

Notification of a vacancy starts the process for filling it. Notifications also enable the Minister to appoint an acting chairperson or director where necessary. Where an office of chairperson or director is vacant, the Minister may appoint an acting director under section 41(1) of the **Interpretation of Legislation Act 1984**.

- (2) If, in the opinion of the board, the chairperson or a director is absent or, for any other reason, unable to perform the duties of the office for 10 or more consecutive business days, the board must immediately inform the Minister.

Note

Where a director is absent or, for any other reason, unable to perform the duties of the office, the Minister may appoint an acting director under clause 4(1) of Schedule 2 to the Act. Notifications under this subclause enable the Minister to exercise this power to appoint an acting chairperson or director.

- (3) A notice under subclause (1) or (2) must state –
- (a) the date on which the office became vacant, or from which the chairperson or director has been absent or otherwise unable to act; and
 - (b) the reason for the vacancy, absence or inability –
- as the case requires.

Note

Notifying the Minister is also a responsibility of the board secretary – see clause 27(4).

17. Terms and conditions of office of directors

- (1) Directors hold office for the term, not exceeding 3 years, that is specified in the instrument of appointment.

Notes

Ministerial directions or guidelines or Government policy may set limits on the number of terms a director may serve.

Appointment of directors must be consistent with any applicable Victorian Government policies as amended from time to time. At the time of the making of this Constitution, the relevant guidelines are known as the *Appointment and Remuneration Guidelines for Victorian Government Boards, Statutory Bodies and Advisory Committees*.

A director is eligible for reappointment: see clause 2(1) of Schedule 2 to the Act.

- (2) A director may resign by writing to the Minister.

18. Indemnity of directors and committee members

The board must arrange insurance or an indemnity for each director and committee member for an amount of not less than \$10 million per event to indemnify that director or committee member against liability in respect of any injury, damage or loss suffered by the board or any person caused or arising out of anything necessarily or reasonably done by that director or committee member in good faith –

- (a) in the exercise of a power or the performance of a function or duty of a director or committee member; or
- (b) in the reasonable belief that the act or omission was in the exercise of a power or the performance of a function or duty of a director or committee member.

Note

The Victorian Managed Insurance Authority advises and assists authorities, including TAFE institutes, in relation to risk management.

DIVISION 5 – MEETINGS**19. Procedure for meetings of the board, other than the annual meeting**

- (1) The board must hold a meeting designated as the Annual General Meeting for the purpose of electing office bearers on or before 31 May each calendar year.

Notes

The Annual General Meeting under this clause is different from the Annual Meeting to be conducted under section 3.1.18D of the Act, which is a public meeting.

Clause 5 of Schedule 2 to the Act sets out some matters in relation to meeting procedure.

Office bearers may include, for example, the deputy chairperson, and the chairperson and members of committees.

- (2) The board must meet at least six times between each Annual General Meeting and at least once every three months.

Notes

Clause 5(4) of Schedule 2 to the Act sets out quorum requirements for a meeting of the board, namely, a majority of the directors in office at the time.

Clause 12 of Schedule 2 to the Act relevantly provides that an act or decision of an authority is not invalid only because –

- of a vacancy in its membership; or
- of a defect or irregularity in the appointment of any of its members; or
- in the case of a presiding or acting member, the occasion for that person so presiding or acting had not arisen or had ceased.

20. Procedure for annual meetings

- (1) The board must conduct its annual meeting, for the purposes of section 3.1.18D of the Act, in accordance with this clause.
- (2) The notice required under section 3.1.18D(2) of the Act must be published at least 15 business days before the date on which the annual meeting is to be held.

Notes

Sections 3.1.18D(2) of the Act requires that the Chief Executive Officer of the Institute must cause notice of the annual meeting to be published in a newspaper circulating generally in the area where an institute is located giving notice –

- (a) of the date, time and place of the meeting; and
- (b) that the meeting is open to the public.

Notice must also be given to the Secretary.

- (3) A notice for the purposes of section 3.1.18D(2) of the Act must also include –
- (a) the date, time and location at which the meeting will be held; and
- (b) a contact person, including telephone number, postal and email address, in relation to arrangements for attendance at the meeting and to obtain a copy of the papers referred to in subclause (4).
- (4) The board must arrange for copies of the material referred to in section 3.1.18D(4) of the Act to be available on request to members of the public at least 10 business days before the date on which the annual meeting is to be held.

21. Minutes of meetings and records of decisions to be kept and made available to the Deputy Secretary

- (1) The board must –
- (a) keep a record of its decisions, including decisions of its committees; and
- (b) keep full and accurate minutes of its meetings, its committee meetings and of annual meetings conducted for the purposes of section 3.1.18D of the Act.
- (2) The board must make a copy of all –
- (a) records of decisions of the board, its committees and its delegates; and
- (b) minutes of the board, its committees and of annual meetings conducted for the purposes of section 3.1.18D of the Act –

available to the Deputy Secretary on request.

Note

Keeping minutes and making copies of documents available to the Deputy Secretary is also a responsibility of the board secretary – see clause 27(3) and (4).

DIVISION 6 – BOARD COMMITTEES

22. Establishment of committees

- (1) The board may, to facilitate its functioning, establish and dissolve committees.

- (2) The board may, at any time –
- (a) appoint to office a member of a committee;
 - (b) remove from office a member of a committee and must provide in writing to the member the reasons for the removal;
 - (c) by resolution, make rules and give directions, with which committees must comply, about –
 - (i) their quorums;
 - (ii) voting powers of their members;
 - (iii) their proceedings; and
 - (iv) any other matter; and
 - (d) confer any functions on a committee to advise or assist the board in relation to the performance or exercise of any of the board's powers, duties, objectives or functions as are delegated by the board from time to time.
- (3) A committee may meet and act despite vacancies in its membership so long as a quorum is present.
- (4) The position of a committee member becomes vacant if –
- (a) the member becomes bankrupt; or
 - (b) the member is found guilty of an offence which is, or which would if committed in Victoria be, an indictable offence; or
 - (c) the member is absent from 3 consecutive meetings of the committee without the leave of the chairperson of the committee, or in the case of the chairperson without the leave of the chairperson of the board; or
 - (d) becomes a represented person within the meaning of the **Guardianship and Administration Board Act 1986** (Vic.); or
 - (e) ceases to hold a qualification necessary for his or her appointment.

Notes

For the corresponding provision in relation to a director, see clause 2(3) of Schedule 2 to the Act.

Any remuneration must be in accordance with current Government policy.

DIVISION 7 – FINANCIAL AND ASSET MANAGEMENT**23. General powers and duties**

- (1) The board and each of its directors are subject to the same duties that apply to investments by trustees under the law relating to trustees.

Note

See section 6 of the **Trustee Act 1958**, which requires a trustee exercising a power of investment to 'exercise the care, diligence and skill that a prudent person would exercise in managing the affairs of other persons'.

- (2) The board must develop and implement procurement policies and procedures for letting contracts or authorising expenditure on the supply of goods or services or the carrying out of works for the Institute.
- (3) The procurement policies and procedures must include –
- (a) provision in relation to the expenditure levels at which tenders or competitive quotations are required;
 - (b) the process for calling for tenders and competitive quotations;
 - (c) the evaluation of tenders and competitive quotations –
 - (i) based on objective criteria designed to assess value for money; and
 - (ii) that provide tenderers and prospective tenderers a fair opportunity to compete for work;

- (d) the level of clearance required for letting contracts of particular kinds or of particular value;
 - (e) contract management procedures, responsibilities and accountabilities; and
 - (f) regular review of the procurement policy and its implementation.
- (4) In developing and reviewing its procurement policy and procedures, the board must have regard to the procurement policies adhered to by departments of the Victorian Government from time to time.

Note

Victorian Government departments currently apply procurement policies published by the Victorian Government Purchasing Board.

- (5) When entering into any contract for or authorising expenditure on the supply of goods or services or the carrying out of works, for the Institute, the Institute must apply its procurement policies and procedures.
- (6) The Institute need not comply with subclause (5) for the engagement of professional advisors whose charges are normally made at rates fixed and published by statutory bodies or professional associations.
- (7) The board must ensure that adequate records of the tenders sought and received are retained as part of the records of the Institute.

Note

Keeping these records is also a responsibility of the board secretary – see clause 27(3).

24. Audits

The board may, in its discretion, appoint an internal auditor to advise and assist the board in the management of the Institute and its other functions, subject to and in accordance with any requirements under the **Financial Management Act 1994**.

Note

The Institute and entities it controls are subject to annual audit by the Auditor-General – see section 9 of the **Audit Act 1994**.

The requirement to arrange for a continuous audit of the income and expenditure is set out in section 3.1.15(3) of the Act.

DIVISION 8 – MANAGEMENT AND GOVERNANCE

25. Staff

- (1) The board must have a process for recruitment and employment of the Chief Executive Officer of the Institute based on merit and must exercise appropriate oversight over the Chief Executive Officer.

Note

The board must appoint a Chief Executive Officer: See section 3.1.23(1)(a) of the Act.

- (2) The board must decide what powers, duties and responsibilities it will assign to the Chief Executive Officer.

Notes

The board must give proper direction to, and exercise proper control over, the Chief Executive Officer and other staff employed by the Institute and to monitor that they are carrying out their functions in a fit and proper manner: See section 3.1.13(1)(g) of the Act.

The Chief Executive Officer of the Institute must promote to the staff of the Institute the public sector values that are set out in section 7 of the **Public Administration Act 2004**.

In relation to the employment of staff, see section 3.1.23 of, and Schedule 3 to, the Act. The Institute must also adhere to any Ministerial Direction on the employment of staff.

- (3) The board must ensure that the Chief Executive Officer's responsibilities include that he or she will spend a significant proportion of work time in the Bendigo region, in accordance with the Institute's business needs.

- (4) The board must ensure that the Chief Executive Officer's responsibilities include that he or she will make arrangements for a significant proportion of administrative functions of the Institute, including head office and back office functions, to be carried out in the Bendigo region, in accordance with the Institute's business needs.

26. *Board secretary*

- (1) The board must appoint a board secretary.
- (2) The board secretary must be –
- (a) an executive member of the staff of the Institute; or
 - (b) if not an executive member of the staff of the Institute, must be qualified to be a company secretary under the **Corporations Act 2001** of the Commonwealth – but must not be the Institute's Chief Executive Officer.

Note

In relation to the employment of executive staff, see section 3.1.23 of, and Part 2 of Schedule 3 to the Act.

- (3) It is the duty of the board secretary to keep full and accurate minutes of meetings and records of decisions of the board and of its committees.
- (4) Where a duty is imposed on the board –
- (a) to give notice or information to the Minister, the Department or the Deputy Secretary; or
 - (b) to publish or provide information to any person – that duty is also the personal duty of the board secretary.
- (5) Non-compliance by the board secretary with the duties imposed by this clause is capable of being misconduct.

Note

Section 41 of the **Interpretation of Legislation Act 1984** enables the board to appoint a qualified person as acting secretary of the board.

27. *Delegations*

- (1) The board's power of delegation under clause 11(4) of Schedule 2 to the Act may be exercised subject to subclauses (2) to (4).

Note

Clause 11(4) of Schedule 2 to the Act enables the board, by instrument, to delegate to –

- the members of a committee established by the board,
- a director of the board,
- the Chief Executive Officer of the Institute, or any other person employed in the Institute,
- or any person employed in the Department in the administration or execution of the Act – any power of the board, other than the power of delegation itself.

- (2) The board must not, and does not have power to, delegate –
- (a) the making, amending or revoking of institute rules, the standing orders, nor any regulation made by it;
 - (b) the approval of, or a decision to undertake or participate in, any major commercial activity;
 - (c) the submission of the strategic plan to the Minister;

Note

Section 3.1.18A of the Act requires that a strategic plan is submitted to the Minister.

- (d) the submission of the annual statement of corporate intent to the Minister;

Note

Section 3.1.18B of the Act requires that a statement of corporate intent is submitted to the Minister.

- (e) the approval of the audited financial annual reports; or

Note

Audited financial annual reports are required to be submitted in accordance with the **Financial Management Act 1994**.

- (f) the formation of a partnership, trust or joint venture.
- (3) A delegation by the board may limit the delegated authority by reference to the type of commercial activity, financial limits or any other criteria determined by the board.
 - (4) In delegating a power or function, the board must take into account the need for the delegate to have appropriate commercial or other experience relevant to the power or function or to have access to the advice of an appropriately qualified person.
 - (5) A delegation must be recorded in the board's minutes and given in writing and must specify –
 - (a) the period for which it is valid; and
 - (b) any limitations or conditions on the delegation.

Note

It is the duty of the board secretary to keep full and accurate minutes of meetings and records of decisions of the board and of its committees – see clause 27(3).

- (6) The board may revoke a delegation at any time.
- (7) The board may continue to exercise or perform a power, duty or function which it has delegated.
- (8) Anything done under a delegation –
 - (a) has the same effect as if it had been done by the board; and
 - (b) will not be invalidated by the later lapse, revocation or variation of the delegation.
- (9) If the power, duty or function depends on the board's opinion or belief, a delegate will exercise or perform it in accordance with his or her or its own opinion or belief.
- (10) The board remains responsible for actions taken under delegation.
- (11) The board must ensure a copy of every delegation is retained as part of the records of the board and available to the Deputy Secretary on request.
- (12) A delegation of the board is revoked by operation of this subclause three years after its making.
- (13) For the avoidance of doubt –
 - (a) the purpose of the sunseting of delegations under subclause (12) is to require the board to review the appropriateness of delegations periodically; and
 - (b) the revocation of a delegation by subclause (12) does not prevent the making of a new delegation in the same or a similar form by the board following that review.

Note

In relation to delegations made by the former boards, see clause 47(1) to (7).

28. Institute rules

- (1) The board may make institute rules for the good order and management of the Institute on matters within its power and may amend or revoke those institute rules.

Note

Section 3.1.11(2)(g) of the Act states that a constitution may make provision for the board of a TAFE institute to make rules for the governance of the institute.

- (2) The board may amend or revoke any rule or regulation made by its predecessors.
- (3) An institute rule is revoked by operation of this subclause 5 years after its making.

- (4) For the avoidance of doubt –
- (a) the purpose of the sunseting of institute rules under subclause (3) is to require the board to review the appropriateness of institute rules periodically; and
 - (b) the revocation of an institute rule by subclause (3) does not prevent the making of a new institute rule in the same or a similar form by the board following that review.

Note

In relation to institute rules made by the former boards, see clauses 47(8) to (10).

29. Common seal

- (1) The common seal of the Institute must –
- (a) be kept in the custody of the board secretary or such other custody as the board directs;
 - (b) not be used except as authorised by the board.
- (2) Every document on which the common seal is affixed must be signed by at least two directors who are not members of staff of the Institute, or by the board secretary and at least one director who is not a member of staff of the Institute.

Note

Section 3.1.12(b) of the Act provides that the Institute has a common seal.

**DIVISION 9 – CONDUCT AND ACCOUNTABILITY OF DIRECTORS,
COMMITTEE MEMBERS AND INSTITUTE STAFF**

Note

The provisions of this Division are in addition to requirements of other legislation in relation to the conduct of public officials, such as the **Public Administration Act 2004** and Codes of Conduct for directors and public sector employees under that Act.

30. Interpretation

In this Division –

direct interest means an interest in a matter of a kind described in clause 40;

family member has the same meaning as in section 78(1) of the **Local Government Act 1989**;

indirect interest means an interest in a matter of a kind described in clause 40;

matter means a matter with which the board, committee or a member of Institute staff is concerned and that will require –

- (a) a power to be exercised, or a duty or function to be performed, or a decision to be made, by the board or a committee in respect of the matter;
- (b) a power to be exercised, or a duty or function to be performed, or a decision to be made by a member of Institute staff in respect of the matter;

relative has the same meaning as in section 78(1) of the **Local Government Act 1989**;

relevant person means –

- (a) a director; and
- (b) a committee member; and
- (c) a member of the Institute staff, including the Institute’s Chief Executive Officer.

31. Primary principle of director and committee member conduct

A director or a committee member must, in performing their duties –

- (a) act with integrity; and
- (b) impartially exercise his or her responsibilities in the interests of the Institute; and
- (c) not improperly seek to confer an advantage or disadvantage on any person.

32. General conduct principles

- (1) In addition to acting in accordance with the primary principle of conduct specified in clause 31, in performing the role of a director or committee member, a relevant person must –
- (a) take all reasonable steps to avoid conflicts between his or her duties as a director or committee member and his or her personal interests and obligations;
 - (b) disclose any conflict of interest in accordance with the Act and this Constitution;
 - (c) act honestly and avoid statements (whether oral or in writing) or actions that will or are likely to mislead or deceive a person;
 - (d) treat all persons with respect and have due regard to the opinions, beliefs, rights and responsibilities of other directors, committee members, Institute staff and other persons;
 - (e) exercise reasonable care and diligence and submit himself or herself to the lawful scrutiny that is appropriate to his or her office;
 - (f) endeavour to ensure that Institute resources are used prudently and only in the interest of the Institute and the public interest;
 - (g) act lawfully and in accordance with the trust placed in him or her as director of a major State public sector body or as a member of one of that body's committees;
 - (h) support and promote these principles by leadership and example and act in a way that secures and preserves confidence in the office of director or committee member; and
 - (i) not make improper use of any information acquired as a member of the committee.

Note

Clause 2(4)(c) of Schedule 2 to the Act provides that a director must not make improper use of information acquired as a director.

- (2) For the avoidance of doubt, a committee member is subject to any code of conduct applicable to a director under section 63 and Divisions 2 and 3 of Part 5 of the **Public Administration Act 2004**.

33. Misuse of position

- (1) A relevant person must not misuse his or her position –
- (a) to gain or attempt to gain, directly or indirectly, an advantage for themselves or for any other person; or
 - (b) to cause, or attempt to cause, detriment to the board or another person.
- (2) For the purposes of this clause, circumstances involving the misuse of a position by a director or a committee member include –
- (a) making improper use of information acquired as a result of the position he or she held or holds; or
 - (b) disclosing information that is confidential information within the meaning of clause 36; or
 - (c) directing or improperly influencing, or seeking to direct or improperly influence, a member of Institute staff in contravention of clause 35; or
 - (d) exercising or performing, or purporting to exercise or perform, a power, duty or function that he or she is not authorised to exercise or perform; or
 - (e) using Institute funds or resources in a manner that is improper or unauthorised; or
 - (f) failing to disclose a conflict of interest as required under the Act or this Constitution.

- (3) This clause has effect in addition to, and not in derogation from, any Act or law relating to the criminal or civil liability of directors or members of committees.

34. *Improper direction and improper influence*

- (1) A director or a committee member must not improperly direct or improperly influence, or seek to improperly direct or improperly influence, a member of Institute staff in the exercise of any power or in the performance of any duty or function by the member.
- (2) A director or committee member must not direct, or seek to direct, a member of Institute staff –
- (a) in the exercise of a delegated power, or the performance of a delegated duty or function of the board; or
 - (b) in the exercise of a power or the performance of a duty or function exercised or performed by the director or committee member under the Act or this Constitution; or
 - (c) in the exercise of a power or the performance of a duty or function the director or committee member exercises or performs in an office or position the director or committee member holds under another Act; or
 - (d) in relation to advice provided to the board or a committee, including advice in a report to the board or committee.

Note

This does not apply in the circumstances set out in subclause (3) below.

- (3) This clause does not apply to a decision of the board or a committee that is made within the powers, duties or functions conferred under this or any other Act.

35. *Confidential information*

- (1) A relevant person must not release information that the person knows, or should reasonably know, is confidential information.
- (2) For the purposes of this clause, information is ***confidential information*** if –
- (a) the information has been designated as confidential information by a resolution of the board or a committee and the board or committee has not passed a resolution that the information is not confidential; or
 - (b) subject to subclause (3), the information has been designated in writing as confidential information by the board secretary and the board has not passed a resolution that the information is not confidential.

Example

A director must not disclose information relating to the board's position in commercial or industrial negotiations which –

- the board or the committee has resolved is confidential information, or
- the board secretary has certified is confidential information.

- (3) Confidential information referred to in subclause (2)(b) ceases to be confidential at the expiry of the period of 65 days after the designation is made unless subclause (2)(a) applies to the information.
- (4) For the avoidance of doubt, this clause does not prevent the disclosure of information as required by law, including this Constitution.

36. *Disclosure of interests of committee members*

- (1) A committee member who has a pecuniary or other interest in any matter in which the committee is concerned must –
- (a) if the committee member is present at a meeting of the committee at which the matter is to be considered, disclose the nature of the interest immediately before the consideration of that matter; or

- (b) if the committee member is aware that the matter is to be considered at a meeting of the committee at which the committee member does not intend to be present, disclose the nature of the interest to the committee chairperson before the meeting is held.
- (2) A committee member who has made a disclosure in accordance with subclause (1) –
 - (a) may, at the discretion of the board, take part in the discussion in the meeting; and
 - (b) must leave the meeting while any vote is taken on a question relating to the matter.
- (3) The chairperson of the committee must ensure that a disclosure made to a committee is reported to the next meeting of the board.
- (4) All disclosures must be recorded in the minutes of the committee and the board.

Note

It is the duty of the board secretary to keep full and accurate minutes of meetings and records of decisions of the board and of its committees – see clause 26(3).

- (5) A disclosure can be in the form of a general notice read at a board meeting and entered in its minutes that the committee member holds an office or possesses certain property or has other relevant interests.
- (6) The requirements of this clause in relation to committee members do not apply to conflicts in respect of positions, offices or employment held which are a necessary qualification for the appointment of a person to the committee.

Note

If it is a necessary qualification for a particular committee member to be a member of staff of the Institute, then the mere fact that the person is a member of staff would not be something that the committee member has to disclose under this clause.

- (7) For the avoidance of doubt, this clause applies to a director who is a member of a committee when acting in that capacity.

Note

In relation to disclosures of interest of a director, see clause 6 of Schedule 2 to the Act.

37. Disclosure of interest of staff members

A member of the Institute's staff who –

- (a) prepares material for the board or a committee in relation to a matter; or
- (b) is present at a meeting of the board or a committee to provide assistance or advice in relation to a matter –

must disclose to the board or committee (as the case may be) if he or she has an interest in relation to that matter.

38. Assessing whether a person has an interest in a matter

- (1) For the purposes of –
 - (a) in relation to directors – clause 6 of Schedule 2 to the Act and this Division; and
 - (b) in relation to committee members and Institute staff – this Division –a relevant person will be taken to have an interest in any matter in which the board or committee (as the case may be) is concerned if the relevant person has a direct interest or indirect interest in the matter.
- (2) A relevant person does not have an interest in a matter under this Division if the direct interest or indirect interest of the relevant person is so remote or insignificant that the direct interest or indirect interest could not reasonably be regarded as capable of influencing any actions or decisions of the relevant person in relation to the matter.

- (3) A relevant person does not have an interest in a matter if the direct interest or indirect interest the relevant person holds –
 - (a) is held as a resident of the area served by the Institute and does not exceed the interests generally held by other residents of the areas served by the Institute; or
 - (b) is held in common with a large class of persons and does not exceed the interests generally held by the class of persons.
- (4) A relevant person does not have an interest in a matter if the relevant person –
 - (a) does not know the circumstances that give rise to the interest; and
 - (b) would not reasonably be expected to know the circumstances that give rise to the interest.
- (5) For the avoidance of doubt, this provision operates in addition to and is not intended to take away from the operation of clause 6 of Schedule 2 to the Act.

39. *Assessing whether a person has a direct interest in a matter*

- (1) For the purposes of this Division, a person has a direct interest in a matter if there is a reasonable likelihood that the benefits, obligations, opportunities or circumstances of the person would be directly altered if the matter is decided in a particular way.
- (2) Without limiting subclause (1), a person has a direct interest in a matter if –
 - (a) there is a reasonable likelihood that the person will receive a direct benefit or loss that can be measured in financial terms if the matter is decided in a particular way;
 - (b) the person has, or the person together with a member or members of the person's family have, a controlling interest in a company or other body that has a direct interest in the matter.

Note

For the definition of *controlling interest*, see clause 5.

40. *Assessing whether a person has an indirect interest in a matter*

- (1) For the purposes of this Division, a person has an indirect interest in a matter in the circumstances set out in this clause.
- (2) A person has an indirect interest in a matter if –
 - (a) a family member of the person has a direct interest or an indirect interest in a matter; or
 - (b) a relative of the person has a direct interest in a matter; or
 - (c) a member of the person's household has a direct interest in a matter.
- (3) A person has an indirect interest in a matter if the person is likely to receive a benefit or incur a loss, measurable in financial terms, as a consequence of a benefit received or loss incurred by another person who has a direct or indirect interest in the matter.
- (4) A person has an indirect interest in a matter if the person –
 - (a) has a beneficial interest in shares of a company or other body that has a direct interest in the matter, unless the combined total value of all the shares owned by the person and their family members is less than \$10,000 and the total value of issued shares of the company or body exceeds \$10 million;
 - (b) is owed money from another person and that other person has a direct interest in the matter, unless the money is owed by an approved deposit taking institution.

- (5) A person has an indirect interest in a matter because of conflicting duties if the person –
- (a) is a manager or a member of a governing body of a company or body that has a direct interest in a matter; or
 - (b) is a partner, consultant, contractor, agent or employee of a person, company or body that has a direct interest in a matter; or
 - (c) is a trustee for a person who has a direct interest in a matter – but does not have an indirect interest in a matter under this subclause only because the person –
 - (d) is a member of the Victorian Public Service or a member of staff of a Victorian public sector body and the person has no expected duties in that capacity in relation to the matter; or
 - (e) holds a position, with the board’s approval as a representative of the board, in an organisation for which the person receives no remuneration; or
 - (f) is a director who holds a position in the Victorian TAFE Association Inc. (registration no. A37584B, ABN 43 308 387 581) or in another body that has the purpose of representing the interests of TAFE institutions.
- (6) A person has an indirect interest in a matter if the person has received a gift or gifts with a total value of \$10,000 or more in the preceding 5 years, directly or indirectly from –
- (a) a person who has a direct interest in the matter; or
 - (b) a director, contractor, consultant, agent or employee of a person, company or body that the person knows has a direct interest in a matter; or
 - (c) a person who gave the gift or gifts to the person on behalf of a person, company or body that has a direct interest in the matter.

41. Additional duties

- (1) The duties imposed by this clause are in addition to, and do not take away from, those imposed by the Act or other laws.

Note

In relation to duties of directors, see in particular Schedule 2 to the Act and Part 5 of the **Public Administration Act 2004**.

- (2) Before being eligible to take up the position of director, a person must sign an instrument agreeing to be bound by and to comply with –
- (a) the Act and other applicable laws;
 - (b) this Constitution; and
 - (c) subject to the above, any governance protocols adopted by the board from time to time.
- (3) A person who is, or has been a director of the board must not disclose confidential information acquired in the course of his or her duties as a board director except as authorised by the board.

42. Breach of this Division may be misconduct

A breach of this Division by a relevant person is capable of being misconduct.

Examples

Breach of conflict disclosure requirements by a director could be grounds for removal from office under section 3.1.18 of the Act.

Breach of conflict disclosure requirements by a member of staff could be grounds for disciplinary action.

DIVISION 10 – REVOCATION, SAVINGS AND TRANSITIONAL**43. Revocation of former Orders**

On the date this Constitution takes effect (*the handover date*), the following Orders (*the former Orders*) are revoked –

- (a) the Order in Council, dated 9 April 2013, made under the **Education and Training Reform Act 2006** that continued the establishment of Kangan Institute; and
- (b) the Order in Council, dated 9 April 2013, made under the **Education and Training Reform Act 2006** that continued the establishment of Bendigo TAFE.

44. Abolition of former boards and transitional arrangements

- (1) On the handover date, the boards established under the former Orders (*the former boards*) are abolished and the directors of the former boards go out of office.
- (2) Subclause (1) does not affect the eligibility of any person for appointment to the board established by this Constitution (*the incoming board*).

45. First appointments to the incoming board

For the avoidance of doubt, directors may be appointed to the incoming board after this Constitution is made but before the commencement date in accordance with and subject to section 26 of the **Interpretation of Legislation Act 1984**.

Note

Section 26(1)(c) of the **Interpretation of Legislation Act 1984** enables appointments to be made under a subordinate instrument, such as this Constitution, after it is made but before it is in operation, for implementation purposes.

46. Savings of acts under the former Orders

Unless otherwise specified, this Constitution does not affect the validity or continuity of anything validly done in accordance with the former Orders before the handover date.

47. Matters relating to the establishment of the new board

- (1) Delegations made by the former board of Kangan Institute or its predecessors as they apply to the Chief Executive Officer continue in operation as if they were made by the incoming board until they are revoked –
 - (a) by resolution of the incoming board; or
 - (b) by operation of subclause (2) –whichever is the earlier.
- (2) All delegations made by the former board of Kangan Institute or its predecessors as they apply to the Chief Executive Officer are revoked by operation of this subclause on the day that is two months after the handover date.
- (3) Remaining delegations made by the former board of Kangan Institute or its predecessors as they apply to the operations of the former Kangan Institute continue in operation as if they were made by the incoming board until they are revoked –
 - (a) by resolution of the incoming board; or
 - (b) by operation of subclause (4) –whichever is the earlier.
- (4) All remaining delegations made by the former board of Kangan Institute or its predecessors as they apply to the operations of the former Kangan Institute are revoked by operation of this subclause on the day that is four months after the handover date.
- (5) Delegations made by the former board of Bendigo TAFE or its predecessors as they apply to the operations of the former Bendigo TAFE continue in operation as if they were made by the incoming board until they are revoked –
 - (a) by resolution of the incoming board; or
 - (b) by operation of subclause (6) –whichever is the earlier.

- (6) All delegations made by the former board of Bendigo TAFE or its predecessors as they apply to the operations of the former Bendigo TAFE are revoked by operation of this subclause on the day that is four months after the handover date.
- (7) For the avoidance of doubt –
 - (a) the purpose of subclauses (1)–(6) is to require the incoming board to review all delegations by the former boards and their predecessors; and
 - (b) the revocation of a delegation by the former boards or one of their predecessors does not prevent the making of a new delegation in the same or a similar form by the incoming board following that review.
- (8) Institute rules made by the former boards continue in operation as they apply to the operation of the former Kangan Institute and Bendigo TAFE respectively, as if they were made as institute rules by the incoming board under clause 30, until they are revoked –
 - (a) by resolution of the incoming board; or
 - (b) by operation of subclause (9) –whichever is the earlier.
- (9) All institute rules made by the former boards or its predecessors are revoked by operation of this subclause on the day that is four months after the handover date.
- (10) For the avoidance of doubt –
 - (a) the purpose of subclauses (8) and (9) is to require the incoming board to review all institute rules by the former boards and its predecessors; and
 - (b) the revocation of an institute rule made by the former boards or one of its predecessors does not prevent the making of a new institute rule in the same or a similar form by the incoming board following that review.

48. *Matters relating to assets and liabilities*

With effect from the handover date, the assets and liabilities of Kangan Institute are assigned to the Bendigo Kangan Institute, subject to any trusts.

Note

Section 3.1.11(2)(j) of the Act provides that an Order in Council to amalgamate one or more TAFE Institutes may make provision for or with respect to any matter of a consequential, transitional or savings nature including with respect to the rights, obligations and assignment of any property (subject to trusts).

49. *Matters relating to employment of staff*

- (1) With effect from the handover date, staff employed by Kangan Institute become employees of the Institute with no alteration to the terms and conditions of their employment including entitlements and continuity of service.
 - (2) For the avoidance of doubt, the transitional provision provided for by subclause (1) does not prevent subsequent changes to the employment status of employees or terms or conditions of employment including without limitation by variation or termination of employment contracts, industrial agreements or through operation of law.
-

EDUCATION AND TRAINING REFORM ACT 2006
CONSTITUTION OF THE BENDIGO KANGAN INSTITUTE ORDER 2014
APPOINTMENT OF THE CHAIRPERSON OF THE BOARD OF
THE BENDIGO KANGAN INSTITUTE
ORDER IN COUNCIL

The Governor in Council under section 3.1.16(1)(a) of the **Education and Training Reform Act 2006** and clauses 11(a) and 12 of the Constitution of the Bendigo Kangan Institute Order 2014 appoints Mr Michael Brown as the chairperson of the Board of the Bendigo Kangan Institute from 1 July 2014 to 30 June 2017 (inclusive).

The terms and conditions of this appointment are set out in the attached Schedule.

Dated 27 May 2014

Responsible Minister:
THE HON. NICK WAKELING MP
Minister for Higher Education and Skills

YVETTE CARISBROOKE
Clerk of the Executive Council

EDUCATION AND TRAINING REFORM ACT 2006
CONSTITUTION OF THE BENDIGO KANGAN INSTITUTE ORDER 2014
APPOINTMENT OF THE CHAIRPERSON OF THE BOARD OF
THE BENDIGO KANGAN INSTITUTE
SCHEDULE TO THE ORDER IN COUNCIL

- 1. Appointment Arrangements**
This appointment is part-time.
- 2. Period of Appointment**
Mr Michael Brown's period of appointment is from 1 July 2014 to 30 June 2017 (inclusive).
- 3. Duties and responsibilities of the position**
The function of the chairperson is to chair the Board of the Bendigo Kangan Institute.
- 4. Termination Arrangements**
This appointment will cease on 30 June 2017. However, pursuant to section 3.1.18 of the Act, a board chairperson appointed by the Governor in Council may be removed from office by the Governor in Council at any time.
- 5. Payment Provisions**
The remuneration, fees and allowances will be fixed from time to time by the Minister under clause 3(3) of Schedule 2 of the **Education and Training Reform Act 2006**.
- 6. Superannuation Obligations**
If a Director is remunerated, the Board must pay superannuation contributions in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) if required by that Act.
- 7. Travel and Personal Expenses arrangements**
Travel and Personal expenses of the chairperson proposed by the board will only be approved if consistent with current Victorian Government policy. The current policy is set out in the *Appointment and Remuneration Guidelines for Victorian Government Boards Statutory Bodies and Advisory Committees* issued by the Department of Premier and Cabinet in January 2010 and updated in July 2012.
- 8. Leave Arrangements**
Not applicable
- 9. Prior Service**
The Board of the Bendigo Kangan Institute will be constituted on 1 July 2014. As such, Michael Brown is a new appointment to this Board.

EDUCATION AND TRAINING REFORM ACT 2006
CONSTITUTION OF THE BENDIGO TAFE ORDER 2013
APPOINTMENT OF THE CHAIRPERSON OF THE BOARD OF THE BENDIGO TAFE
ORDER IN COUNCIL

The Governor in Council under section 3.1.16(1)(a) of the **Education and Training Reform Act 2006** and clauses 11(a) and 12 of the Constitution of the Bendigo TAFE Order 2013 appoints Margaret O'Rourke as the chairperson of the Board of the Bendigo TAFE from 1 June 2014 to 30 June 2014 (inclusive).

The terms and conditions of this appointment are set out in the attached Schedule.

Dated 27 May 2014

Responsible Minister:
THE HON. NICK WAKELING MP
Minister for Higher Education and Skills

YVETTE CARISBROKE
Clerk of the Executive Council

EDUCATION AND TRAINING REFORM ACT 2006
CONSTITUTION OF THE BENDIGO TAFE ORDER 2013
APPOINTMENT OF THE CHAIRPERSON OF THE BOARD OF THE BENDIGO TAFE
SCHEDULE TO THE ORDER IN COUNCIL

- 1. Appointment Arrangements**
This appointment is part-time.
- 2. Period of Appointment**
Margaret O'Rourke's period of appointment is from 1 June 2014 to 30 June 2014 (inclusive).
- 3. Duties and responsibilities of the position**
The function of the chairperson is to chair the Board of the Bendigo TAFE.
- 4. Termination Arrangements**
This appointment will cease on 30 June 2014. However, under section 3.1.18 of the **Education and Training Reform Act 2006**, a chairperson appointed by the Governor in Council may be removed from office by the Governor in Council at any time.
- 5. Payment Provisions**
The remuneration, fees and allowances will be fixed from time to time by the Minister under clause 3(3) of Schedule 2 of the **Education and Training Reform Act 2006**.
- 6. Superannuation Obligations**
If a Director is remunerated, the board must pay superannuation contributions in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) if required by that Act.
- 7. Travel and Personal Expenses arrangements**
Travel and Personal expenses of the chairperson proposed by the board will only be approved if consistent with current Victorian Government policy. The current policy is set out in the *Appointment and Remuneration Guidelines for Victorian Government Boards, Statutory Bodies and Advisory Committees* issued by the Department of Premier and Cabinet in January 2010 and updated in July 2012.
- 8. Leave Arrangements**
Not applicable
- 9. Prior Service**
Margaret O'Rourke has served on the Board of the Bendigo TAFE since 2008 and is being proposed for reappointment for one month to ensure there is a smooth transition to the amalgamation of the Bendigo TAFE with the Kangan Institute from 1 July 2014.

Victorian Energy Efficiency Target Act 2007
2014 GREENHOUSE GAS REDUCTION RATES

Order in Council

The Governor in Council, acting under section 32 of the **Victorian Energy Efficiency Target Act 2007**, fixes 0.14509 as the greenhouse gas reduction rate for electricity and fixes 0.00863 as the greenhouse gas reduction rate for gas, both for the year commencing 1 January 2014.

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

Dated 27 May 2014

Responsible Minister:

HON. RUSSELL NORTHE MP

Minster for Energy and Resources

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:

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Amendment (Fees)
Regulations 2014
Authorising Act: Electricity Safety
Act 1998
Date first obtainable: 27 May 2014
Code A
37. *Statutory Rule:* Building
Amendment
(General)
Regulations 2014
Authorising Act: Building Act 1993
Date first obtainable: 27 May 2014
Code B
38. *Statutory Rule:* Subordinate
Legislation
(Architects
Regulations 2004)
Extension
Regulations 2014
Authorising Act: Subordinate
Legislation
Act 1994
Date first obtainable: 27 May 2014
Code A
39. *Statutory Rule:* Survey
Co-ordination
Regulations 2014
Authorising Act: Survey
Co-ordination
Act 1958
Date first obtainable: 27 May 2014
Code B
-

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