



# Victoria Government Gazette

By Authority of Victorian Government Printer

**No. G 2 Thursday 15 January 2015**

[www.gazette.vic.gov.au](http://www.gazette.vic.gov.au)

**GENERAL**

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**Advertisers Please Note**

As from 15 January 2015

The last Special Gazette was No. 5 dated 13 January 2015

The last Periodical Gazette was No. 1 dated 18 June 2014.

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**How To Submit Copy**

- See our webpage [www.gazette.vic.gov.au](http://www.gazette.vic.gov.au)
  - or contact our office on 8523 4601  
between 8.30 am and 5.30 pm Monday to Friday
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**VICTORIAN GOVERNMENT BOOKSHOP NEW LOCATION**

**As of 20 January 2015 the Bookshop is moving to:**

SAI Global Bookshop  
85 Buckhurst Street  
South Melbourne, Victoria 3205  
Phone: 131 242  
Online: <http://infostore.saiglobal.com/store>

The Publications Directory at [www.vic.gov.au/publications](http://www.vic.gov.au/publications) will direct customers to the online location of government publications.

The legislation of the Parliament of Victoria is available online at [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

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**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)  
AUSTRALIA DAY HOLIDAY 2015**

**Please Note:**

The Victoria Government Gazette (General) for AUSTRALIA DAY HOLIDAY week (G4/15) will be published on **Thursday 29 January 2015**.

**Copy deadlines:**

Private Advertisements	<b>9.30 am on Friday 23 January 2015</b>
Government and Outer Budget Sector Agencies Notices	<b>9.30 am on Tuesday 27 January 2015</b>

**Office Hours:**

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

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

JENNY NOAKES  
Government Gazette Officer

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## PRIVATE ADVERTISEMENTS

Re: Estate of the late MR RONALD DICKS, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of MR RONALD DICKS, late of 57 Benbow Street, Yarraville, Victoria, deceased, who died on 19 June 2014, are to send particulars of their claims to the executrices, care of the undermentioned solicitors, by 14 April 2015, after which the executrices will distribute the assets, having regard only to the claims of which they then have notice.

ASCOT SOLICITORS,  
827B Ballarat Road, Deer Park, Victoria 3023.  
Tel: (03) 8390 1711

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EDNA JOAN GOFF, late of Holloway Nursing Home, 1 Rotary Drive, Keilor East, Victoria, retired telephonist, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 30 August 2014, are required by the executors, Maxwell Jenkins and Susan Maree Barty, to send particulars thereof to them, care of the undermentioned solicitors, within two months from the date of publication of this notice, after which the executors will distribute the estate, having regard only to claims of which they have notice.

AUGHTERSONS, solicitors,  
267 Maroondah Highway, Ringwood,  
Victoria 3134.

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Re: Estate CLIFFORD LEO SPOWART, deceased.

In the estate of CLIFFORD LEO SPOWART, late of Alcheringa Nursing Home, 15 Durham Ox Road, Pyramid Hill, Victoria, widowed, deceased.

Creditors, next-of-kin and all others having claims against the estate of the said deceased are required by Philip James Spowart, the executor of the Will of the said deceased, to send particulars of such claims to him, in care of the undermentioned solicitors, within two months from the date of publication of this notice, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

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

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Re: Estate of ANNE MARGARET THORNE, late of Vasey, RSL Park, 85 Overport Road, Frankston, Victoria, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of the deceased, who died on 29 May 2014, are required by the trustee, Anthony Joseph Thorne, to send particulars of their claims to the trustee, care of the undermentioned legal practitioners, by a date not later than two months from the date of publication of this notice, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

BRENDAN HOLLAND & MICHAEL CAHIR,  
legal practitioners,  
130 Balcombe Road, Mentone 3194.

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In the estate of MAUREEN ELIZABETH McCORMACK, late of Unit 8, 95–99 Coppards Road, Moolap, Victoria, home duties, deceased.

Creditors, next-of-kin and all others having claims in respect of the estate of the said deceased, who died on 25 August 2014, are required by Kevin Edward Roache and Vaughan Mervyn Lamb, the executors of the Will of the deceased, to send particulars of such claims to them, care of the undermentioned solicitors, within thirty days from the date of publication of this notice, after which date the executors will distribute the assets, having regard only to the claims of which they then have notice.

COULTER ROACHE LAWYERS,  
Level 1, 235 Ryrie Street, Geelong,  
Victoria 3220.

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PAUL ANTHONY GOLDSMID, late of 14 Victoria Street, Trentham, in the State of Victoria.

Creditors, next-of-kin and others having claim in respect of the estate of the deceased, who died on 1 September 2014, are required by the administrator, Patricia Shanahan, to send particulars to her, care of the undermentioned solicitors, by 16 March 2015, after which date the administrator may convey or distribute the assets, having regard only to the claims of which she then has notice.

GOLDSMITHS LAWYERS,  
613 King Street, West Melbourne 3003.

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Re: HELEN MARCELLA LUCAS, late of 53 Beach Road, Mentone, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in the respect of the estate of HELEN MARCELLA LUCAS, deceased, who died on 17 November 2014, are required by the trustee to send particulars of their claim to the undermentioned firm by 21 March 2015, after which date the trustee will convey or distribute assets, having regard only to the claims of which they then have notice.

KINGSTON LAWYERS PTY LTD,  
barristers and solicitors,  
8 Station Road, Cheltenham, Victoria 3192.

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Re: NANCY BAXTER, late of Unit 225, 15 George Street, Sandringham 3191, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 August 2014, are required by the executor, Brian Robert Baxter, to send particulars of their claim to him, care of the undermentioned solicitors, by a date not later than sixty days from the date of publication hereof, after which date the executor may convey or distribute the assets, having regard of which the executor has notice.

MARTIN J. HULL LAWYER,  
49 Blake Street, Nathalia, Victoria 3638.

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Re: PATRICIA MILNER DANIEL, late of 8 Federation Street, Nathalia 3638, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 August 2014, are required by the executor, Gerard Francis Daniel, with leave being reserved to Martin Patrick Daniel and Regina Mary Pawlowicz, the other executors appointed in the Will of PATRICIA MILNER DANIEL, to send particulars of their claim to him, care of the undermentioned solicitors, by a date not later than sixty days from the date of publication hereof, after which date the executor may convey or distribute the assets, having regard of which the executor has notice.

MARTIN J. HULL LAWYER,  
49 Blake Street, Nathalia, Victoria 3638.

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EMMANUEL HIRSH (formerly Herszkowicz), also known as Mannie Hirsh and as Manny Hirsh, late of Regis McKinley House, 607–613 Dandenong Road, Armadale, Victoria, company director, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 October 2014, are required by the trustees, Braham Irwin Hirsh, Evan Gordon Lowenstein and Morris Margolis, to send particulars to the undermentioned lawyer by 2 June 2015, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

MORRIS MARGOLIS, lawyer,  
Suite 7, 1097–1111 High Street, Armadale,  
Victoria 3143.

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Re: JOAN BEVERLEY BELKIN, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 8 November 2014, are required by the executors, Gayle O'Halloran and Justin Joel O'Halloran, to send particulars of their claims to them, in care of the undermentioned lawyers, by 16 March 2015, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

ROBERTS BECKWITH PARTNERS, lawyers,  
Suite 2, 16 Blamey Place, Mornington,  
Victoria 3931.

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Re: FRED A MARJORIE DAVIDSON,  
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 15 May 2014, are required by the executor, Ross Stuart Davidson, to send particulars of such claims to him, in care of the undermentioned lawyers, by 16 March 2015, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

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BRONWYN KAYE MILNE, late of  
57 Lawson Street, Spring Gully, Victoria,  
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 8 May 2014, are required to send particulars of their claims to the executors, Bryan Milne and Kenneth John Richmond, 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, Victoria 3000.

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Re: PATRICIA JOY PLUNKET, late of  
22 A'Beckett Road, Bunyip, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 October 2014, are required to send particulars of their claims to the executor, care of GPO Box 2307, Melbourne 3001, by 7 April 2015, after which date the executor may convey or distribute the assets, having regard only to the claims of which they may then have notice.

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

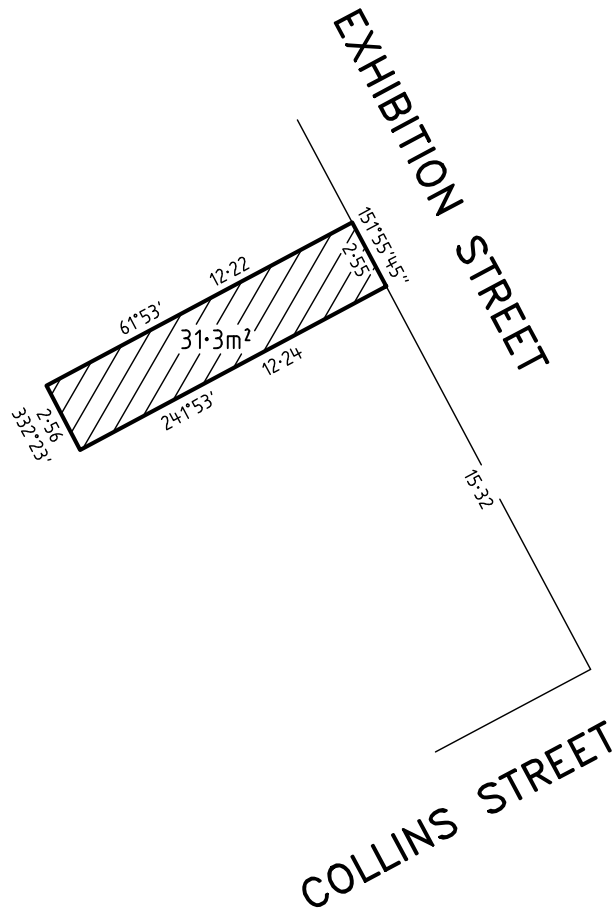
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**GOVERNMENT AND OUTER BUDGET  
SECTOR AGENCIES NOTICES**

MELBOURNE CITY COUNCIL

Road Discontinuance

Pursuant to section 206(1) and Clause 3 of Schedule 10 of the **Local Government Act 1989**, the Melbourne City Council (Council) declares the road known as PL5125, Melbourne, shown hatched on the plan hereunder, discontinued. The Council intends to sell the resulting land to the adjoining land owner.



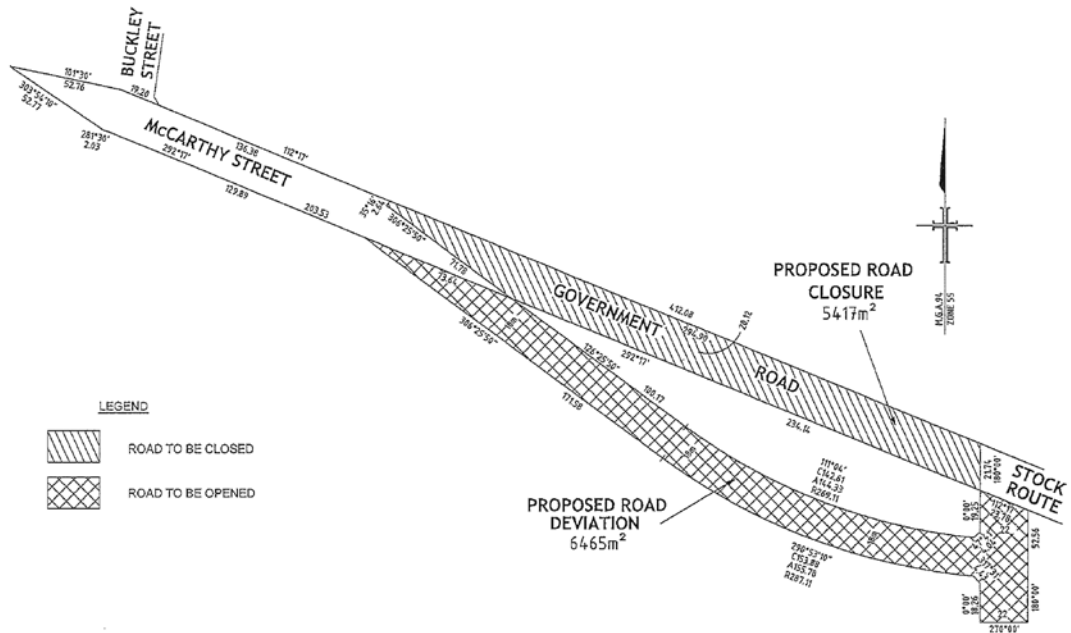






ROAD DEVIATION

Wodonga City Council, at its ordinary meeting of 17 November 2014, resolved to proceed with the road deviation pursuant to Schedule 10, Clause 2 and section 207B(2A) of the **Local Government Act 1989** (the Act), in accordance with the accompanying plan. The council resolved to deviate the section of government road shown hatched on the attached plan to the section shown cross-hatched to facilitate extension of McCarthy Street to the west.



The council has obtained the consent to the road deviation proposal from the Delegate of the Minister for Environment and Climate Change pursuant to Clause 2(2) of Schedule 10 of the Act.

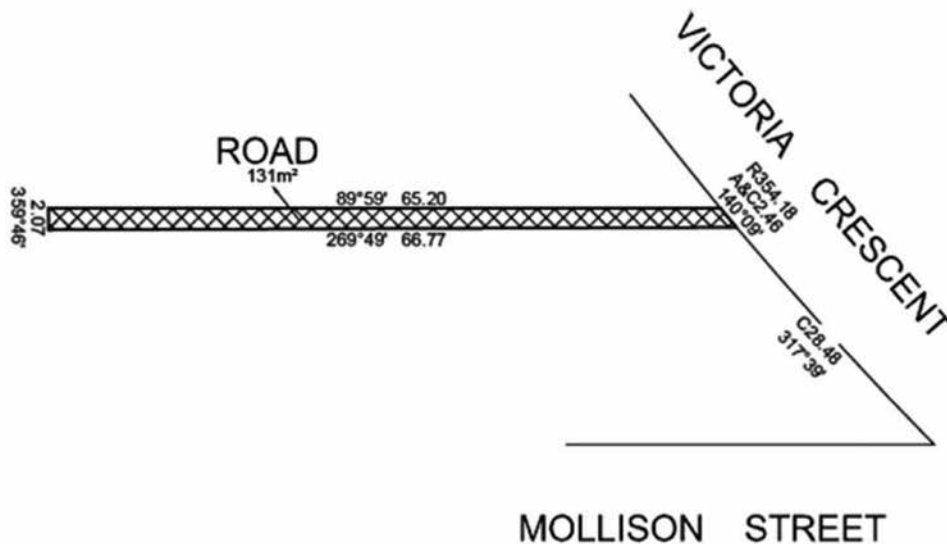
The council, at its meeting of 17 November 2014, authorised council officers to proceed with the gazettal in the event that no written submissions were received within the prescribed time frame. No written submissions were received by the council and in accordance with section 223 of the Act, the council now gives effect under Schedule 10, Clause 2(3) of the Act to the road deviation in accordance with the plan.

PATIENCE HARRINGTON  
 Chief Executive Officer  
 Wodonga City Council



## ROAD DISCONTINUANCE

At its meeting on 16 December 2014 and acting under Clause 3 of Schedule 10 to the **Local Government Act 1989**, Yarra City Council resolved to discontinue and sell the road between 10 Victoria Crescent and 32–68 Mollison Street, Abbotsford, being part of the land contained in Certificate of Title Volume 9762 Folio 254 and shown cross-hatched on the plan below.



VIJAYA VAIDYANATH  
Chief Executive Officer  
Yarra City Council

**Planning and Environment Act 1987**  
GLEN EIRA PLANNING SCHEME  
Notice of Preparation of Amendment  
Amendment C117

The Glen Eira Council has prepared Amendment C117 to the Glen Eira Planning Scheme.

The land affected by the Amendment is 305 Kooyong Road, Elsternwick.

The Amendment proposes to:

- insert a new Incorporated Document entitled '305 Kooyong Road Elsternwick, October 2014' into the Glen Eira Planning Scheme at Clause 81 to allow part of the subject site to be used as an office; and
- amend the Schedule to Clauses 52.03 (Specific Sites and Exclusions) and 81.01 (Incorporated Documents).

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Glen Eira City Council, corner Glen Eira and Hawthorn Roads, Caulfield South; and at the Department of Environment, Land, Water and Planning website, [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/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 16 February 2015. A submission must be sent to: Strategic Planning Department, Glen Eira City Council, PO Box 42, Caulfield South, Victoria 3162.

KAROLINE WARE  
Acting Director City Development

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**Planning and Environment Act 1987**

GLEN EIRA PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C121

The Glen Eira Council has prepared Amendment C121 to the Glen Eira Planning Scheme.

The Amendment affects land at 641–685 North Road, Ormond, and abutting properties at 5, 7 and 11 Garfield Avenue, Ormond.

The Amendment proposes to:

- rezone the land at 641–685 North Road from Commercial 2 Zone to a Mixed Use Zone – Schedule 2 and applies an Environmental Audit Overlay to the land; and
- address anomalies in the zoning of properties at 5, 7 and 11 Garfield Avenue so that the zoning boundaries align with lot boundaries.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Glen Eira City Council, corner Glen Eira and Hawthorn Roads, Caulfield South; and

at the Department of Environment, Land, Water and Planning website, [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/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 16 February 2015. A submission must be sent to: Strategic Planning Department, Glen Eira City Council, PO Box 42, Caulfield South, Victoria 3162.

KAROLINE WARE  
Acting Director City Development

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**Planning and Environment Act 1987**

MORNINGTON PENINSULA  
PLANNING SCHEME

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

**Planning and Environment Act 1987**

Amendment C161

Planning Permit Application CP09/002

The land affected by the Amendment is 1–4 Lumeah Road, Somerville (Lot 4 PS336335T; Lot 5 LP53675; Lot 7 LP53675; and Lot 1 PS424206Q) and Crown Allotment 29B Parish of Tyabb (CA29B). CA29B is Crown land that is currently leased for Yaringa Boat Harbour.

The land affected by the application is the same as the land affected by the Amendment.

The Amendment proposes to make the following changes:

- rezone the land from part Special Use Zone Schedule 1 Port Related Uses and part

Public Conservation and Resource Zone to a new Special Use Zone Schedule 9 Yaringa Boat Harbour;

- apply the Environmental Audit Overlay to part of the land; and
- apply the Environmental Significance Overlay Schedule 5 to all of the land.

The application is for a permit to use and develop the land for:

- a pleasure boat facility comprising:
  - a marina with an inland harbour, channel and tide control lock containing 180 wet berths and 18 holding berths;
  - dry stack storage of 4 tiers for 400 boats;
  - outdoor and covered boat storage;
  - a lift bridge;
- marine service industry (five buildings);
- bulk earthworks;
- tourist accommodation (up to 180 units) and associated communal facilities;
- a conference centre for a maximum of 240 patrons;
- food and drink premises with a total maximum of 120 seats;
- dwellings (up to 14) for the accommodation of staff;
- associated removal of vegetation; and
- any ancillary works.

The person who requested the Amendment is Westernport Boat Harbour Pty Ltd, the owner and operator of the Yaringa Boat Harbour.

The applicant for the permit is Westernport Boat Harbour Pty Ltd.

You may inspect the Amendment, the explanatory report about the Amendment, the application, and any documents that support the Amendment and the application, including the proposed permit, free of charge, at the following locations: during office hours, at the office of the planning authority, Mornington Peninsula Shire Council, being: Hastings Office, 21 Marine Parade, Hastings; Mornington Office, 2 Queen Street, Mornington; Rosebud Office, 90 Besgrove Street, Rosebud; and at the Department of Environment, Land, Water and Planning website, [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection)

Any person who may be affected by the Amendment or by the granting of the permit may make a submission to the planning authority. 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 16 February 2015. A submission must be sent to the Manager Strategic Planning, Mornington Peninsula Shire, Private Bag 1000, Rosebud 3939.

ALLAN COWLEY  
Manager Strategic Planning  
Mornington Peninsula Shire

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 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 18 March 2015, 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.

BREEN, George Henry, late of Office 4, Grace Villa Nursing Home, 25–23 Grimshaw Street, Greensborough, Victoria, deceased, who died on 23 July 2014.

ELLIS, Kenneth Cuthbert, late of 8–32 Murray Street, Colac, Victoria, retired, deceased, who died on 6 November 2014.

HOUGHTON, Sheila, late of Unit 33, 24–26 Highfield Avenue, Blackburn South, Victoria, retired, deceased, who died on 16 September 2014.

KIDD, Stanley Roy, late of Unit 41, 16 Sutherland Road, Armadale, Victoria, retired, deceased, who died on 3 July 2014.

MARASOVIC, Neda, late of Willowbrae-Melton Residential Aged Care, 116 Centenary Avenue, Melton, Victoria, deceased, who died on 10 October 2013.

MAYER, Walter, late of 3 Woodland Grove, Montmorency, Victoria, retired, deceased, who died on 16 July 2012.

MELIS, Ruggero, late of 145 Yarra Street, Abbotsford, Victoria, deceased, who died on 10 September 2014.

WILLIAMS, Winsome, late of Leith Park, 339 St Helena Road, St Helena, Victoria, retired, deceased, who died on 5 October 2014.

WILSON, John Murdoch, late of 109 Francis Street, Yarraville, Victoria, pensioner, deceased, who died on 14 September 2014.

Dated 7 January 2015

STEWART MacLEOD  
Manager

McCARTHY, Robert Francis, late of 4 Proton Court, Whittington, Victoria, retired, deceased, who died on 18 July 2014.

Dated 12 January 2015

STEWART MacLEOD  
Manager

**Associations Incorporation Reform Act 2012**  
SECTION 134

I, Steven Scodella, Operations Manager under the **Associations Incorporation Reform Act 2012** (the Act), under delegation provided by the Registrar, hereby give notice that, pursuant to section 134(1) of the Act, the registration of the incorporated association mentioned below has been cancelled on this day:

Create (Geelong) Inc.

Dated 15 January 2015

STEVEN SCODELLA  
Operations Manager  
PO Box 4567  
Melbourne, Victoria 3001

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 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 23 March 2015, 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, Eileen Dorothy, late of Southport Community Residential Home, 18–30 Richardson Street, Albert Park, Victoria, home duties, deceased, who died on 4 October 2014.

CARTER, Beryl Nita, late of 44 Adeline Street, Greensborough, Victoria, home duties, deceased, who died on 14 September 2014.

DE CINTO, Maria Katharina, late of 67 Castlemaine Street, Yarraville, Victoria, home duties, deceased, who died on 24 October 2014.

IPSEN, Merle Mavis, late of Erowal Aged Care, 1274 Landsborough Road, Maleny, Qld, retired, deceased, who died on 31 October 2014.

KINGERLEE, Kathleen Sheila Eileen, late of 318 High Street, Kangaroo Flat, Victoria, deceased, who died on 27 August 2014.

**Gambling Regulation Act 2003**

NOTICE OF MAKING OF  
PUBLIC LOTTERY RULES  
UNDER SECTION 5.2.4

Intralot Australia Pty Ltd, ACN 114 435 531, of 299 Williamstown Road, Port Melbourne, Victoria, hereby gives notice of the making of public lottery rules for Lucky Scratchie, Lucky 3, Lucky 5 Red or Black, Lucky Bingo Star, Lucky Keno and Lucky Lines Cross & Match from 1 December 2014.

PETER DAVID SIDWELL  
Director

**Marine Safety Act 2010**

NOTICE OF BOATING ACTIVITY  
EXCLUSION ZONE

Latrobe City Council, the declared Waterway Manager for Lake Narracan, hereby gives notice under section 208(2) of the **Marine Safety Act 2010** that between the hours of 7.00 am and 6.00 pm on 16 and 17 January, 6 to 8 February and 20 to 22 March 2015, all persons and vessels not participating in the Latrobe Valley Water Ski Club events are prohibited from entering or remaining on the waters of Lake Narracan, within Halls Bay.

SHAY FERGUSON  
Acting Coordinator Leisure Facilities

**Electricity Industry Act 2000****SPARQ PTY LTD (ABN 86 601 199 151) TRADING AS SUMO POWER**

The tariffs, terms and conditions for Sumo Power's standard retail contract are published in accordance with section 35 of the **Electricity Industry Act 2000** and are effective from 15 February 2015.

**TERMS AND CONDITIONS FOR STANDARD RETAIL CONTRACTS****PREAMBLE**

This contract is about the sale of energy to you as a small customer at your premises. It is a standard retail contract that starts without you having to sign a document agreeing to these terms and conditions.

In addition to this contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law and the National Energy Retail Rules (the 'Rules') set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

**Note for Victorian customers:**

For Victorian customers, until the National Energy Retail Law and the National Energy Retail Rules are adopted in Victoria (referred to as 'NECF implementation in Victoria'), the energy laws applicable in Victoria are the **Electricity Industry Act 2000**, the **Gas Industry Act 2001** and the Energy Retail Code made by the Essential Services Commission. For customers in Victoria, prior to NECF implementation in Victoria all references to the National Energy Retail Law and Rules in this contract should be read as references to the Energy Retail Code unless stated otherwise.

You also have a separate contract with your distributor, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on your distributor's website.

**Note for Victorian customers:**

There are no gas customer connection contracts in Victoria.

More information about this contract and other matters is on our website, [www.sumopower.com.au](http://www.sumopower.com.au)

**1. THE PARTIES**

This contract is between:

- (a) SparQ Pty Ltd (ABN 86 601 199 151) trading as Sumo Power who sells energy to you at your premises (in this contract referred to as 'we', 'our' or 'us'); and
- (b) You, the customer to whom this contract applies (in this contract referred to as 'you' or 'your').

**2. DEFINITIONS AND INTERPRETATION**

- (a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the Rules. However for ease of reference, a simplified explanation of some terms is given at the end of this contract.
- (b) Where the simplified explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

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

This contract sets out the terms and conditions for a standard retail contract for a small customer under the National Energy Retail Law and the Rules.

### 3.2 Application of these terms and conditions

These terms and conditions apply to you if:

- (a) you are a residential customer; or
- (b) you are a business customer who is a small customer; and
- (c) you request us to sell energy to you at your premises; and
- (d) you are not being sold energy for the premises under a market retail contract.

### 3.3 Electricity or gas

Standard retail contracts apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we are your retailer for both electricity and gas, you have a separate contract with us for each of them.

## 4. WHAT IS THE TERM OF THIS CONTRACT?

### 4.1 When does this contract start?

This contract starts on the date you satisfy any pre-conditions set out in the National Energy Retail Law and the Rules, including giving us *acceptable identification* and your contact details for billing purposes.

### 4.2 When does this contract end?

- (a) This contract ends:
  - (i) if you give us a notice stating you wish to end the contract—subject to paragraph (b), on a date advised by us of which we will give you at least 5 but no more than 20 *business days* notice; or
  - (ii) if you are no longer a small customer:
    - (A) subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 *business days* notice; or
    - (B) if you have not told us of a change in the use of your energy – from the time of the change in use; or
  - (iii) if we both agree to a date to end the contract – on the date that is agreed; or
  - (iv) if you start to buy energy for the premises from us or a different retailer under a customer retail contract – on the date the market retail contract starts; or
  - (v) if a different customer starts to buy energy for the premises – on the date that customer’s contract starts; or
  - (vi) if the premises are disconnected and you have not met the requirements in the Rules for reconnection – 10 *business days* from the date of disconnection.
- (b) If you do not give us safe and unhindered access to the premises to conduct a final *meter* reading (where relevant), this contract will not end under paragraph (a)(i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

### 4.3 Vacating your premises

- (a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this contract.
- (b) When we receive the notice, we must use our best endeavours to arrange for the reading of the *meter* on the date specified in your notice (or as soon as possible after that date if you do not provide access to your *meter* on that date) and send a final bill to you at the forwarding address stated in your notice.
- (c) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 4.2 of this contract.

## 5. SCOPE OF THIS CONTRACT

### 5.1 What is covered by this contract?

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws.
- (b) In return, you agree:
  - (i) to be responsible for charges for energy supplied to the premises until this contract ends under clause 4.2 even if you vacate the premises earlier; and
  - (ii) to pay the amounts billed by us under this contract; and
  - (iii) to meet your obligations under this contract and the energy laws.

### 5.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the distribution system, including *metering* equipment and the maintenance of that connection and the supply of energy to your premises. This is the role of your distributor under a separate contract called a customer connection contract.

**Note for Victorian customers:**

There are no gas customer connection contracts in Victoria.

## 6. YOUR GENERAL OBLIGATIONS

### 6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

### 6.2 Updating information

You must tell us promptly if information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises).

### 6.3 Life support equipment

- (a) If a person living at your premises requires *life support equipment*, you must register the premises with us or your distributor. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for *life support equipment* at the premises.
- (b) You must tell us or your distributor if the *life support equipment* is no longer required at the premises.

### 6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

## 7. OUR LIABILITY

- (a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a *relevant authority*.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.



- (c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

**Note for Victorian customers:**

Prior to NECF implementation in Victoria, the reference to the NERL in clause 7(c) is a reference to, in the case of electricity, section 120 of the National Electricity Law as set out in the Schedule to the **National Electricity (South Australia) Act 1996** or, in the case of gas, to section 232 of the Gas Industry Act or section 33 of the **Gas Safety Act 1997**.

**8. PRICE FOR ENERGY AND OTHER SERVICES**

**8.1 What are our tariffs and charges?**

- (a) Our tariffs and charges for the sale of energy to you under this contract are our standing offer prices. These are published on our website and include your distributor's charges.
- (b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices.

**Note:** We do not impose any charges for the termination of this contract.

**8.2 Changes to tariffs and charges**

- (a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 *business days* before it starts. We will also include details with your next bill if the variation affects you.
- (b) Our standing offer prices will not be varied more often than once every 6 months.

**8.3 Variation of tariff due to change of use**

If a change in your use of energy means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff under our standing offer prices:

- (a) if you notify us there has been a change of use – from the date of notification; or
- (b) if you have not notified us of the change of use – retrospectively from the date the change of use occurred.

**8.4 Variation of tariff or type of tariff on request**

- (a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.
- (b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:
- (i) transfer you to that other tariff within 10 *business days*; or
- (ii) transfer you to that other type of tariff from the date the *meter* is read or the type of *meter* is changed (if needed).

**8.5 Changes to tariffs or type of tariff during a billing cycle**

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

**8.6 GST**

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.

- (b) Where an amount paid by you under this contract is payment for a ‘taxable supply’ as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

## 9. BILLING

### 9.1 General

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

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

### 9.2 Calculating the bill

Bills we send to you (‘your bills’) will be calculated on:

- (a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Rules); and  
 (b) the amount of fees and charges for any other services provided under this contract during the billing cycle; and  
 (c) the charges payable for services provided by your distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your distributor.

### 9.3 Estimating the energy usage

- (a) We may estimate the amount of energy consumed at your premises if your *meter* cannot be read, if your metering data is not obtained (for example, if access to the *meter* is not given or the *meter* breaks down or is faulty), or if you otherwise consent.

#### Note for Victorian customers:

In Victoria, a retailer must obtain a customer’s ‘explicit informed consent’ to base the customer’s bill on an estimation, unless the meter cannot be read or the metering data is not obtained.

- (b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:
- (i) clearly state on the bill that it is based on an estimation; and  
 (ii) when your *meter* is later read, adjust your bill for the difference between the estimate and the energy actually used.
- (c) If the later *meter* read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the *meter* was not read (if less than 12 months), or otherwise over 12 months.
- (d) If the *meter* has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the *meter*, we will comply with your request but may charge you any cost we incur in doing so.

### 9.4 Your historical billing information

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if we have already given you this information in the previous 12 months, or if you require information going back more than 2 years.

### 9.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of your energy consumption.

## 10. PAYING YOUR BILL

### 10.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the *pay-by date*) on the bill. The *pay-by date* will be no earlier than 13 *business days* from the date on which we issue your bill.

### 10.2 Issue of reminder notices

If you have not paid your bill by the *pay-by date*, we will send you a *reminder notice* that payment is required. The *reminder notice* will give you a further due date for payment which will be not less than 6 *business days* after we issue the notice.

### 10.3 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- (b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years.
- (c) Additional protections may be available to you under our Customer Hardship Policy and under the National Energy Retail Law and the Rules if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

## 11. METERS

- (a) You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the *meters* (where relevant).
- (b) We will use our best endeavours to ensure that a *meter* reading is carried out as frequently as is needed to prepare your bills, consistently with the *metering rules* and in any event at least once every 12 months.

## 12. UNDERCHARGING AND OVERCHARGING

### 12.1 Undercharging

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
  - (i) we will not charge interest on the undercharged amount; and
  - (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

### 12.2 Overcharging

- (a) Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged by \$50 or more, we must inform you within 10 *business days* of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 *business days*.

- (d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

### 12.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we must arrange for a check of the meter reading or *metering data* or for a test of the *meter* in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance. However, if the *meter* or *metering data* proves to be faulty or incorrect, we must reimburse you for the amount paid.

<b>Note for Victorian customers:</b>
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Customers in Victoria are not required to pay for a meter check or test in advance.
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- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
  - (i) the portion of the bill that you do not dispute; or
  - (ii) an amount equal to the average of your bills in the last 12 months.

## 13. SECURITY DEPOSITS

### 13.1 Security deposit

We may require that you provide a *security deposit*. The circumstances in which we can require a *security deposit* and the maximum amount of the *security deposit* are governed by the Rules.

### 13.2 Interest on security deposits

Where you have paid a *security deposit*, we must pay you interest on the *security deposit* at a rate and on terms required by the Rules.

### 13.3 Use of a security deposit

- (a) We may use your *security deposit*, and any interest earned on the *security deposit*, to offset any amount you owe under this contract:
  - (i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or
  - (ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).
- (b) If we use your *security deposit* or any accrued interest to offset amounts owed to us, we will advise you within 10 *business days*.

### 13.4 Return of security deposit

- (a) We must return your *security deposit* and any accrued interest in the following circumstances:
  - (i) you complete 1 year's payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the *pay-by dates* on our initial bills; or
  - (ii) subject to clause 14.3 of this contract, you stop purchasing energy at the relevant premises under this contract.
- (b) If you do not give us any reasonable instructions, we will credit the amount of the *security deposit*, together with any accrued interest, to your next bill.

## 14. DISCONNECTION OF SUPPLY

### 14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the Rules, we may arrange for the disconnection of your premises if:

- (a) you do not pay your bill by the *pay-by date* and, if you are a residential customer, you:
  - (i) fail to comply with the terms of an agreed payment plan; or
  - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (b) you do not provide a *security deposit* we are entitled to require from you; or
- (c) you do not give access to your premises to read a *meter* (where relevant) for 3 consecutive *meter* reads; or
- (d) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (e) we are otherwise entitled or required to do so under the Rules or by law.

### 14.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

### 14.3 When we must not arrange disconnection

- (a) Subject to paragraph (b), your premises may not be disconnected during the following times ('the protected period'):
  - (i) on a *business day* before 8.00 am or after 3.00 pm; or

**Note for Victorian customers:**

The protected period for a residential customer in Victoria is before 8.00 am or after 2.00 pm. The protected period for a business customer in Victoria is before 8.00 am or after 3.00 pm.

- (ii) on a Friday or the day before a public holiday; or
- (iii) on a weekend or a public holiday; or
- (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
- (v) if you are being disconnected under clause 14.1(a), during an extreme weather event.

**Note for Victorian customers:**

Paragraph (v) does not apply in Victoria.

- (b) Your premises may be disconnected within the protected period:
  - (i) for reasons of health and safety; or
  - (ii) in an emergency; or
  - (iii) as directed by a *relevant authority*; or
  - (iv) if you are in breach of clause 6.5 of your customer connection contract which deals with interference with energy equipment; or

**Note for Victorian customers:**

Victorian customers may be disconnected if it is permitted under their connection contract or under the applicable *energy laws*.

- (v) if you request us to arrange disconnection within the protected period; or
- (vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or
- (vii) where the premises are not occupied.

## 15. RECONNECTION AFTER DISCONNECTION

- (a) We must request your distributor to reconnect your premises if, within 10 *business days* of your premises being disconnected:
  - (i) you ask us to arrange for reconnection of your premises; and
  - (ii) you rectify the matter that led to the disconnection; and
  - (iii) you pay any reconnection charge (if requested).
- (b) We may terminate this contract 10 *business days* following disconnection if you do not meet the requirements in paragraph (a).

## 16. WRONGFUL AND ILLEGAL USE OF ENERGY

### 16.1 Use of energy

You must not, and must take reasonable steps to ensure others do not:

- (a) illegally use energy supplied to your premises; or
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- (c) use the energy supplied to your premises or any energy equipment in a manner that:
  - (i) unreasonably interferes with the connection or supply of energy to another customer; or
  - (ii) causes damage or interference to any third party; or
- (d) allow energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or
- (e) tamper with, or permit tampering with, any *meters* or associated equipment.

## 17. NOTICES AND BILLS

- (a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
  - (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
  - (ii) on the date 2 *business days* after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

## 18. PRIVACY ACT NOTICE

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

**19. COMPLAINTS AND DISPUTE RESOLUTION****19.1 Complaints**

If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

**Note:** Our standard complaints and dispute resolution procedures are published on our website.

**19.2 Our obligations in handling complaints**

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman, Victoria.

**20. FORCE MAJEURE****20.1 Effect of force majeure event**

If either party to this contract cannot meet an obligation under this contract because of an event outside the control of that party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

**20.2 Deemed prompt notice**

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

**20.3 Obligation to overcome or minimise effect of force majeure event**

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

**20.4 Settlement of industrial disputes**

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

**21. APPLICABLE LAW**

*The laws of Victoria govern this contract.*

**22. RETAILER OF LAST RESORT EVENT**

If we are no longer entitled by law to sell energy to you due to a Retailer of Last Resort ('RoLR') event occurring in relation to us, we are required under the National Energy Retail Law and the Rules to provide relevant information (including your name, billing address and *metering* identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this contract will come to an end.

**23. GENERAL****23.1 Our obligations**

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and

- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

### 23.2 Amending this contract

- (a) This contract may only be amended in accordance with the procedures set out in the National Energy Retail Law.

**Note for Victorian customers:**

For Victorian customers the procedures are set out in section 40A of the Electricity Industry Act and section 48 of the Gas Industry Act.

- (b) We must publish any amendments to this contract on our website.

### SIMPLIFIED EXPLANATION OF TERMS

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

**business day** means a day other than a Saturday, a Sunday or a public holiday;

**customer** means a person who buys or wants to buy energy from a retailer;

**customer connection contract** means a contract between you and your distributor for the provision of customer connection services;

**Note for Victorian customers:**

There are no gas customer connection contracts in Victoria.

**designated retailer** means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises;

**disconnection** means an action to prevent the flow of energy to the premises, but does not include an *interruption*;

**distributor** means the person who operates the system that connects your premises to the distribution network;

**Note for Victorian customers:**

In Victoria, **Electricity Industry Act** means the **Electricity Industry Act 2000**.

**emergency** means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

**energy** means electricity or gas;

**energy laws** means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;

**Note for Victorian customers:**

In Victoria **Energy Retail Code** means the Energy Retail Code Version 11 dated 1 January 2015 produced by the Essential Services Commission Victoria and as amended from time to time.

**force majeure event** means an event outside the control of a party;

**Note for Victorian customers:**

In Victoria, **Gas Industry Act** means the **Gas Industry Act 2001**.

**GST** has the meaning given in the GST Act (**A New Tax System (Goods and Services Tax) Act 1999** (Cth));

**National Energy Retail Law** means *the Law* of that name that is applied by each participating State and Territory;



**relevant authority** means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

**residential customer** means a person who purchases energy principally for personal, household or domestic use at their premises;

**retailer** means a person that is authorised to sell energy to customers;

**RoLR event** means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;

**Note for Victorian customers:**

In Victoria, the Retailer of Last Resort scheme is under the Electricity Industry Act or the Gas Industry Act.

**Rules** means the National Energy Retail Rules made under the National Energy Retail Law;

**security deposit** means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules;

**small customer** means:

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law;

**Note for Victorian customers**

In Victoria, a small customer is a 'domestic or small business customer' as defined in the Electricity Industry Act or the Gas Industry Act.

**standing offer prices** means tariffs and charges that we charge you for or in connection with the sale and supply of energy. These are published on our website.

**TARIFFS FOR STANDARD RETAIL CONTRACTS****DISTRIBUTION AREA – CITIPOWER**

<b>Single Rate (applicable to single rate meters)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
First 344 kWh per month	21.47 c/kWh	23.62 c/kWh
Balance kWh per month	22.37 c/kWh	24.61 c/kWh
Supply Charge	\$1.05 per day	\$1.16 per day

<b>Two Rate (applicable to single rate meters with a dedicated circuit)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Peak – First 344 kWh per month	21.47 c/kWh	23.62 c/kWh
Peak – Balance kWh per month	22.37 c/kWh	24.61 c/kWh
Off Peak	12.34 c/kWh	13.57 c/kWh
Supply Charge	\$1.05 per day	\$1.16 per day

Usage on the dedicated circuit (controlled load register) is all off peak.

<b>5-Day Time of Use (applicable to ‘time of use’ meters – interval and basic)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Peak – First 344 kWh per month	29.31 c/kWh	32.24 c/kWh
Peak – Balance kWh per month	29.31 c/kWh	32.24 c/kWh
Off Peak	12.60 c/kWh	13.86 c/kWh
Supply Charge	\$1.15 per day	\$1.27 per day

Generally, peak is 7 am to 11 pm AEST Monday to Friday and off peak is all other times and any controlled load. Actual periods may be controlled by a time switch located at premises.

<b>Flexible (only available for smart meters)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Peak	23.70 c/kWh	26.07 c/kWh
Off Peak	12.50 c/kWh	13.75 c/kWh
Shoulder	19.55 c/kWh	21.51 c/kWh
Supply Charge	\$1.15 per day	\$1.27 per day

Peak is 3 pm to 9 pm AEST Monday to Friday. Shoulder is 7 am to 3 pm and 9 pm to 10 pm AEST Monday to Friday and 7 am to 10 pm Saturday and Sunday. Off peak is all other times.

**DISTRIBUTION AREA – JEMENA**

<b>Single Rate (applicable to single rate meters)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
All Usage	24.09 c/kWh	26.50 c/kWh
Supply Charge	\$1.25 per day	\$1.38 per day

<b>Two Rate (applicable to single rate meters with a dedicated circuit)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Peak	24.09 c/kWh	26.50 c/kWh
Off Peak	12.16 c/kWh	13.38 c/kWh
Supply Charge	\$1.25 per day	\$1.38 per day

Usage on the dedicated circuit (controlled load register) is all off peak.

<b>5-Day Time of Use (applicable to 'time of use' meters – interval and basic)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Peak	33.42 c/kWh	36.76 c/kWh
Off Peak	13.30 c/kWh	14.63 c/kWh
Supply Charge	\$1.30 per day	\$1.43 per day

Generally, peak is 7 am to 11 pm AEST Monday to Friday and off peak is all other times and any controlled load. Actual periods may be controlled by a time switch located at premises.

<b>Flexible (only available for smart meters)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Peak	29.99 c/kWh	32.99 c/kWh
Off Peak	14.50 c/kWh	15.95 c/kWh
Shoulder	20.50 c/kWh	22.55 c/kWh
Supply Charge	\$1.15 per day	\$1.27 per day

Peak is 3 pm to 9 pm AEST Monday to Friday. Shoulder is 7 am to 3 pm and 9 pm to 10 pm AEST Monday to Friday and 7 am to 10 pm Saturday and Sunday. Off peak is all other times.

#### DISTRIBUTION AREA – POWERCOR

<b>Single Rate (applicable to single rate meters)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
First 344 kWh per month	25.92 c/kWh	28.51 c/kWh
Next 1344 kWh per month	26.92 c/kWh	29.61 c/kWh
Balance kWh per month	31.88 c/kWh	35.07 c/kWh
Supply Charge	\$1.15 per day	\$1.27 per day

<b>Two Rate (applicable to single rate meters with a dedicated circuit)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Peak – First 344 kWh per month	25.92 c/kWh	28.51 c/kWh
Peak – Next 1344 kWh per month	26.92 c/kWh	29.61 c/kWh
Peak – Balance kWh per month	31.88 c/kWh	35.07 c/kWh
Off Peak	13.52 c/kWh	14.87 c/kWh
Supply Charge	\$1.15 per day	\$1.27 per day

Usage on the dedicated circuit (controlled load register) is all off peak.

<b>5-Day Time of Use (applicable to ‘time of use’ meters – interval and basic)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Peak – First 344 kWh per month	32.55 c/kWh	35.81 c/kWh
Peak – Next 1344 kWh per month	32.75 c/kWh	36.03 c/kWh
Peak – Balance kWh per month	32.75 c/kWh	36.03 c/kWh
Off Peak	12.49 c/kWh	13.74 c/kWh
Supply Charge	\$1.15 per day	\$1.27 per day

Generally, peak is 7 am to 11 pm AEST Monday to Friday and off peak is all other times and any controlled load. Actual periods may be controlled by a time switch located at premises.

<b>Flexible (only available for smart meters)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Peak	30.12 c/kWh	33.13 c/kWh
Off Peak	14.11 c/kWh	15.52 c/kWh
Shoulder	19.11 c/kWh	21.02 c/kWh
Supply Charge	\$1.15 per day	\$1.27 per day

Peak is 3 pm to 9 pm AEST Monday to Friday. Shoulder is 7 am to 3 pm and 9 pm to 10 pm AEST Monday to Friday and 7 am to 10 pm Saturday and Sunday. Off peak is all other times.

#### DISTRIBUTION AREA – AUSNET SERVICES

<b>Single Rate (applicable to single rate meters)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
First 344 kWh per month	26.73 c/kWh	29.40 c/kWh
Balance kWh per month	28.23 c/kWh	31.05 c/kWh
Supply Charge	\$1.30 per day	\$1.43 per day

<b>Two Rate (applicable to single rate meters with a dedicated circuit)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Peak – First 344 kWh per month	26.73 c/kWh	29.40 c/kWh
Peak – Balance kWh per month	28.23 c/kWh	31.05 c/kWh
Off Peak	18.41 c/kWh	20.25 c/kWh
Supply Charge	\$1.30 per day	\$1.43 per day

Usage on the dedicated circuit (controlled load register) is all off peak.

<b>5-Day Time of Use (applicable to ‘time of use’ meters – interval and basic)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Peak	33.42 c/kWh	36.76 c/kWh
Off Peak	20.71 c/kWh	22.78 c/kWh
Supply Charge	\$1.40 per day	\$1.54 per day

Generally, peak is 7 am to 11 pm AEST Monday to Friday and off peak is all other times and any controlled load. Actual periods may be controlled by a time switch located at premises.

<b>Flexible (only available for smart meters)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Peak	33.44 c/kWh	36.78 c/kWh
Off Peak	13.42 c/kWh	14.76 c/kWh
Shoulder	26.99 c/kWh	29.69 c/kWh
Supply Charge	\$1.40 per day	\$1.54 per day

Peak is 3 pm to 9 pm AEST Monday to Friday. Shoulder is 7 am to 3 pm and 9 pm to 10 pm AEST Monday to Friday and 7 am to 10 pm Saturday and Sunday. Off peak is all other times.

### DISTRIBUTION AREA – UNITED ENERGY

<b>Single Rate (applicable to single rate meters)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
All Usage	22.41 c/kWh	24.65 c/kWh
Supply Charge	\$1.15 per day	\$1.27 per day

<b>Two Rate (applicable to single rate meters with a dedicated circuit)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Peak	22.41 c/kWh	24.65 c/kWh
Off Peak	10.73 c/kWh	11.80 c/kWh
Supply Charge	\$1.15 per day	\$1.27 per day

Usage on the dedicated circuit (controlled load register) is all off peak.

<b>5-Day Time of Use (applicable to ‘time of use’ meters – interval and basic)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Peak	27.88 c/kWh	30.67 c/kWh
Off Peak	11.95 c/kWh	13.15 c/kWh
Supply Charge	\$1.15 per day	\$1.27 per day

Generally, peak is 7 am to 11 pm AEST Monday to Friday and off peak is all other times and any controlled load. Actual periods may be controlled by a time switch located at premises.

<b>Flexible (only available for smart meters)</b>	<b>Excl. GST</b>	<b>Incl. GST</b>
Summer – Peak	33.72 c/kWh	37.09 c/kWh
Summer – Off Peak	10.74 c/kWh	11.81 c/kWh
Summer – Shoulder	20.10 c/kWh	22.11 c/kWh
Winter – Peak	26.01 c/kWh	28.61 c/kWh
Winter – Off Peak	10.74 c/kWh	11.81 c/kWh
Winter – Shoulder	17.83 c/kWh	19.61 c/kWh
Supply Charge	\$1.15 per day	\$1.27 per day

Peak is 3 pm to 9 pm AEST Monday to Friday. Shoulder is 7 am to 3 pm and 9 pm to 10 pm AEST Monday to Friday and 7 am to 10 pm Saturday and Sunday. Off peak is all other times. Summer begins on the first day of daylight savings and finishes on the last day of daylight savings. Winter is all other periods.

**Road Safety Act 1986****DECLARATION UNDER SECTION 99B(4) IN RELATION TO  
THE AUSTRALIA DAY PARADE, MARYSVILLE, ON 26 JANUARY 2015****1 Purpose**

The purpose of this Declaration is to exempt participants in the Australia Day Parade from specified provisions of the Road Safety Road Rules 2009 with respect to the Event, which is a non-road activity to be conducted on Marysville Road (Murchison Street), Marysville, on 26 January 2015.

**2 Authorising provision**

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

**3 Commencement**

This notice takes effect on 26 January 2015 at 11.00 am.

**4 Expiry**

This notice expires on 26 January 2015 at 12.15 pm.

**5 Definitions**

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

- a) ‘Event’ means the Australia Day Parade, to be held on 26 January 2015; and
- b) ‘Participants’ means participants in the Event, including officers, members and authorised agents of the Marysville and District Lions Club, whose presence is reasonably required to ensure the safe conduct of the Event.

**6 Declaration**

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

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

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

**Table 2**

<i>Column 1</i> <b>Highway</b>	<i>Column 2</i> <b>Date and time</b>
Marysville Road (Murchison Street) between Old Melbourne Road and Darwin Street, Marysville	26 January 2015, between 11.00 am and 12.15 pm

Dated 12 January 2015

MICHAEL McCARTHY  
Acting Executive Director Regional Operations  
Roads Corporation

## 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: Barwon Water.
- relevant water sampling localities being supplied drinking water by the water supplier: Aireys Inlet, Anakie, Anglesea, Apollo Bay, Bannockburn, Batesford, Bellarine, Birregurra, Clifton Springs, Colac, Cressy, Forrest, Gellibrand, Highton, Highton High Level, Leopold, Little River West, Lorne, Lovely Banks, Lovely Banks – Carrs Road, Meredith, Montpellier, Moriac, Ocean Acres, Ocean Grove, Pettavel, Portarlinton, Queenscliff, Teesdale, Torquay, Winchelsea.
- the parameters specified in column 1 of the Table in Schedule 2 of the Regulations in respect of which the frequency for the collection of samples of drinking water has been varied: chloroacetic acid, dichloroacetic acid and trichloroacetic acid.
- the frequency at which samples of drinking water are to be collected in respect of those parameters: one sample per each three month period.
- period for which the frequency specified in this notice applies: 3 July 2014 to 16 July 2015 inclusive.

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

MR GRAEME GILLESPIE  
Director, Health Protection

**Planning and Environment Act 1987**

## BRIMBANK PLANNING SCHEME

## Notice of Approval of Amendment

## Amendment C167

The Minister for Planning has approved Amendment C167 to the Brimbank Planning Scheme. The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment implements the recommendations of the Heritage Gaps Report 2014 by:

- removing the site located at 44 Hampshire Road, Sunshine, from the Railway Station Estate heritage precinct (HO25) and applying an individual Heritage Overlay to the site and one other individually significant site at 233–241 Hampshire Road, Sunshine;
- amending the schedule to the Heritage Overlay for HO24 to allow a prohibited use at 19–21 Sydney Street, Albion; and
- replacing the reference document titled Brimbank Post Contact Heritage Study 2007 with the new reference document titled Brimbank Post Contact Heritage Study 2013 to correct building and precinct citations.

The Amendment also amends the Brimbank Heritage Policy at Clause 22.01 to provide policy direction for new buildings included in the Heritage Overlay and improve the clarity of policies.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Brimbank City Council, 704B Old Calder Highway, Keilor, and 6–18 Alexandra Avenue, Sunshine.

JIM GARD'NER  
Executive Director  
Statutory Planning and Heritage  
Department of Environment, Land, Water and Planning

**Planning and Environment Act 1987**

## HINDMARSH PLANNING SCHEME

## Notice of Approval of Amendment

## Amendment C16

The Minister for Planning has approved Amendment C16 to the Hindmarsh Planning Scheme.

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

The Amendment inserts and applies Schedule 2 to Clause 43.02 (Design and Development Overlay) to land in the vicinity of the Nhill Aerodrome; amends the Schedule to Clause 61.03 and amends the Schedule to Clause 81.01 to include a new incorporated document 'Nhill Aerodrome and Surrounds Incorporated Document, March 2014'.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Hindmarsh Council, 92 Nelson Street, Nhill.

JIM GARD'NER  
Executive Director  
Statutory Planning and Heritage  
Department of Environment, Land, Water and Planning



**Planning and Environment Act 1987**  
**MORNINGTON PENINSULA PLANNING SCHEME**  
 Notice of Approval of Amendment  
 Amendment C185

The Minister for Planning has approved Amendment C185 to the Mornington Peninsula Planning Scheme.

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

The Amendment corrects errors in Schedules 19 and 20 of the Design and Development Overlay by inserting the gazettal date of Amendment C162 Part 2 (27 March 2014) in designated places.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Mornington Peninsula Shire Council: 21 Marine Parade, Hastings; 2 Queen Street, Mornington; and 90 Besgrove Street, Rosebud.

JIM GARD'NER  
 Executive Director  
 Statutory Planning and Heritage  
 Department of Environment, Land, Water and Planning

**Planning and Environment Act 1987**  
**SOUTHERN GRAMPPIANS PLANNING SCHEME**  
 Notice of Approval of Amendment  
 Amendment C15

The Minister for Planning has approved Amendment C15 to the Southern Grampians Planning Scheme.

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

The Amendment inserts Indoor recreation facility as a Section 2 Use in the Table of Uses in the Special Use Zone Schedule 1 and reformats the Schedule.

The Minister has granted the following permit under Division Five Part Four of the Act:

Permit No.	Description of land
TP/044/2014	Certificate of Title Volume 2698 Folio 536 being Lot 1 on Title Plan 515748G, College Street, Hamilton

A copy of the Amendment and permit can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Southern Grampians Shire Council, 1 Market Place, Hamilton, Victoria 3300.

JIM GARD'NER  
 Executive Director  
 Statutory Planning and Heritage  
 Department of Environment, Land, Water and Planning

**Planning and Environment Act 1987**  
**WELLINGTON PLANNING SCHEME**  
 Notice of Approval of Amendment  
 Amendment C83

The Minister for Planning has approved Amendment C83 to the Wellington Planning Scheme. The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones Crown Allotments 38 and 41, Parish of Glencoe, from Farming Zone to Rural Living Zone.

The Minister has granted the following permit under Division Five Part Four of the Act:

Permit No.	Description of land
Wellington P370/2012	Crown Allotments 38 and 41, Parish of Glencoe

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Wellington Shire Council, 70 Foster Street, Sale.

JIM GARDNER  
 Executive Director  
 Statutory Planning and Heritage  
 Department of Environment, Land, Water and Planning

**Planning and Environment Act 1987**  
**WYNDHAM PLANNING SCHEME**  
 Notice of Approval of Amendment  
 Amendment C207

The Minister for Planning has approved Amendment C207 to the Wyndham Planning Scheme. The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones General Residential Zone and Commercial 1 Zone sections of the southern portion of Leakes Road, from Marquands Road in the east to Davis Road in the west, to Road Zone Category 2 in line with the land's present and future use.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection) and free of charge, during office hours, at the offices of the Wyndham City Council, 45 Princes Highway, Werribee.

JIM GARDNER  
 Executive Director  
 Statutory Planning and Heritage  
 Department of Environment, Land, Water and Planning

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