



# Victoria Government Gazette

By Authority of Victorian Government Printer

**No. G 6 Thursday 12 February 2015**

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**GENERAL**

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**Advertisers Please Note**

As from 12 February 2015

The last Special Gazette was No. 25 dated 10 February 2015

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

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**How To Submit Copy**

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  - or contact our office on 8523 4601  
between 8.30 am and 5.30 pm Monday to Friday
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**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)  
LABOUR DAY WEEK 2015 (Monday 9 March 2015)**

**Please Note New Deadlines for General Gazette G10/15:**

The Victoria Government Gazette (General) for LABOUR DAY week (G10/15) will be published on **Thursday 12 March 2015**.

**Copy deadlines:**

Private Advertisements

**9.30 am on Friday 6 March 2015**

Government and Outer

Budget Sector Agencies Notices

**9.30 am on Tuesday 10 March 2015**

**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: MUIREAN MARGARET CURRIE, late of 10–12 Pretoria Street, Balwyn, Victoria, retired occupational therapist, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 September 2012, are required by the trustees, Glen Thomas Currie and Fiona Currie, to send particulars to the trustees, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they have notice.

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

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Re: MAUREEN CLARE MATHEWS, late of Bupa Aged Care Facility, 300–302 Springvale Road, Donvale, Victoria, clerk/typesetter, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 January 2014, are required by the trustees, Anthony Joseph Mathews, Gregory Michael Mathews and Julie Ann Bond, to send particulars to the trustees, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they have notice.

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

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BETH MCKENZIE IBBITSON, late of 69 Woolston Drive, Frankston South, Victoria, laboratory assistant.

Creditors, next-of-kin and all others having claims in respect of the deceased, who died on 18 December 2013, are required by the executor, Ashley George Tickner, 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 he will distribute the assets, having regard only to the claims of which he has notice.

BAYSIDE SOLICITORS,  
36 Dandenong Road West, Frankston 3199.  
Ph: (03) 9781 4822.

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JAN SUSAN MILLER, late of Unit 5, 28 Lucerne Avenue, Mornington, Victoria, home duties.

Creditors, next-of-kin and all others having claims in respect of the deceased, who died on 24 January 2007, are required by the administrator, Adam Richard Sullivan, 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 he will distribute the assets, having regard only to the claims of which he has notice.

BAYSIDE SOLICITORS,  
36 Dandenong Road West, Frankston 3199.  
Ph: (03) 9781 4822.

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PAUL MARTIN SABIKOWSKI, late of Unit 4, 36 Screen Street, Frankston, Victoria, home duties.

Creditors, next-of-kin and all others having claims in respect of the deceased, who died on 4 December 2014, are required by the executor, Christa Kuhne, to send particulars of such claims to her, in care of the undermentioned solicitors, within two months from the date of publication of this notice, after which date she will distribute the assets, having regard only to the claims of which she has notice.

BAYSIDE SOLICITORS,  
36 Dandenong Road West, Frankston 3199.  
Ph: (03) 9781 4822.

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Re: Estate of DAWN MAY ROSETTA KELLY, deceased, late of 11 Mitchell Street, Kangaroo Flat, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 October 2014, are required by the trustee, Julian John May, care of Beck Legal, 165–171 Hargreaves Street, Bendigo, Victoria, to send particulars to the trustee by 23 April 2015, 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.

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Re: NELLIE CARLYLE BRADBURY, deceased, of Regis Seaside Manor, 37 Bay Road, Sandringham, Victoria, gentlewoman.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 25 October 2014, are required to send particulars of their claims to the executors, Malcolm John Bradbury and Brenda Carlyle Jennings, care of 31 Small Street, Hampton, Victoria 3188, by 14 April 2015, after which date the executors may convey or distribute the assets, having regard only to the claims of which they may then have notice.

KEITH R. CAMERON, solicitor,  
31 Small Street, Hampton, Victoria 3188.

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Re: ELVIRA D'ALOISIO, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 September 2014, are required by the trustee, Anthony Michael D'Aloisio, to send particulars to him, care of the undersigned solicitors, by 13 April 2015, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

KEN SMITH & ASSOCIATES, solicitors,  
434 Maroondah Highway, Lilydale 3140.

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Re: MARJORIE ELLEN TESTER, late of 192 Thompson Avenue, Cowes, Victoria 3922, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 December 2014, are required to send particulars of their claim to the executor, care of the undersigned lawyers, by 12 April 2015, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

LEONARD & ASSOCIATES, lawyers,  
Level 1, 82 Thompson Avenue, Cowes,  
Victoria 3922.

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Re: GARY EDWARD THOMSON, late of Central Park Nursing Home, 101 Punt Road, Windsor, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 June 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 13 April 2015, 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.

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Re: Estate of DOROTHY LYRA FERNANDEZ, late of 13 Somerset Drive, Keysborough, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 September 2014, are required by the trustees to send particulars to the trustees, care of the undermentioned solicitors, by 12 May 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.

MAHONS with Yuncken & Yuncken, solicitors,  
177 Surrey Road, Blackburn 3130.  
SM:CH2141940

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Re: ALMA TILLY McCALL, deceased, late of Lauriston Arcare, 47 Rosanna Street, Carnegie, Victoria, retired.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 September 2013, are required by the trustees, Paul Sigurd Solo and Jamie Karl Wilkie Solo, to send particulars to the trustees, care of the solicitors named below, by 13 April 2015, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

RUSSELL KENNEDY, solicitors,  
Level 12, 469 La Trobe Street, Melbourne 3000.

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Re: RONALD TEPPER, late of Brimlea Nursing Home, 21 Railway Parade, Murrumbidgee, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 May 2014, are required by Graeme Davis, the trustee of the estate of the deceased, to send particulars of their claims to him, care of the undermentioned lawyers, by 21 April 2015, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

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Re: JOSEPHINE MAY PITCHER, late of Merindah Lodge Nursing Home, York Street, Camperdown, Victoria, but formerly of 11 Curdie Street, Camperdown, aforesaid widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 June 2014, are required by the deceased's personal representatives, Donald Wilmot and Geoffrey Robert Anderson, to send particulars to them, care of the undermentioned lawyers, by 13 April 2015, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

SLM LAW, lawyers,  
17 Pike Street, Camperdown, Victoria 3260.

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Re: JEANETTE FRANCES O'NEILL, late of Vasey RSL Aged Care, 709–723 Hawthorn Road, Brighton East, Victoria 3187, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 11 December 2014, are required by the executors, Michael John O'Neill, Patricia Mary Mirabile and Frances Anne Grimes, to send particulars to them, care of the undermentioned solicitors, by 17 April 2015, after which date the executors may convey and distribute the assets, having regard only to the claims of which they then have notice.

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

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Re: JANET LOUISE JAMISON, late of 304/85 Yarrbat Avenue, Balwyn 3103.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 31 October 2014, are required by the executor, Nelson Fredrick Jamison, to send particulars of their claim to him, care of the undermentioned solicitors, by 12 April 2015, 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.

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Re: LORIS VICINO, late of 46 Hamilton Street, Niddrie 3042.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 20 October 2013, are required by the executor, Manuela van Liempd, to send particulars of their claim to her, care of the undermentioned solicitors, by 12 April 2015, after which date the said executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

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Estate of ALAN CHARLES POND, late of Kalimna Aged Care, 23 Alexandra Avenue, Lakes Entrance, Victoria, fitter and turner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 January 2013, are required by the administrators, Julie Anne Woodbridge and David William Woodbridge, to send particulars to them, care of Warren, Graham and Murphy, 119 Main Street, Bairnsdale, Victoria 3875, by 19 April 2015, after which date the administrators may convey or distribute the assets, having regard only to the claims of which they then have notice.

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Re: The estate of RUBY ELIZABETH SEMMEL (also known as Ruby Elizabeth Semmel), late of Arcare Aged Care, 58 Cochrane Street, Brighton, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 September 2014, are required by the executor, Carol Ann Cole, to send particulars to her, care of the undersigned solicitors, by 16 April 2015, 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.

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KATHLEEN LINDA BUCKLER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the late KATHLEEN LINDA BUCKLER, deceased, late of 37 Roberts Street, Frankston, Victoria, retired, deceased, who died on 3 August 2014, are required to send particulars of their claims to the executors, care of the undermentioned

solicitor, by 15 April 2015, after which date the executors will proceed to distribute the assets, having regard only to the claims of which they shall then have had notice.

WILLS & WEALTH, solicitors,  
19 Carpenter Street, Brighton 3186.

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EDNA MARGARET LOVERIDGE,  
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the late EDNA MARGARET LOVERIDGE, deceased, late of Arcare Sandfield, 161A Centre Dandenong Road, Cheltenham, Victoria, retired, deceased, who died on 4 December 2014, are required to send particulars of their claims to the executor, care of the undermentioned solicitor, by 15 April 2015, after which date the executor will proceed to distribute the assets, having regard only to the claims of which they shall then have had notice.

WILLS & WEALTH, solicitors,  
19 Carpenter Street, Brighton 3186.

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Re: JOYCE SMITH, late of Rockingham Cardwell Care, 40 Jamieson Street, Cardwell, Queensland, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 26 October 2014, are required by the executor, Peter George Wollerman, care of Wollerman Shacklock Lawyers of 8 Gloucester Avenue, Berwick, Victoria 3806, to send particulars of their claims to him by 13 April 2015, after which date the executor may convey or distribute the assets and distribute the estate, having regard only to the claims of which he then has notice. Grant of Probate was granted in Victoria on 21 January 2015.

WOLLERMAN SHACKLOCK LAWYERS,  
8 Gloucester Avenue, Berwick 3806.

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#### ADVERTISEMENT OF AUCTION BY THE SHERIFF

On Thursday 19 March 2015 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 Siriniwasan Pillay of Unit 11, 232 Nicholson Street, Footscray, joint proprietor with Sunita Pillay of an estate in fee simple in the land described on Certificate of Title Volume 11219 Folio 435, upon which is erected a unit and known as Unit 11, 232 Nicholson Street, Footscray, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AH709493P) and Owners Corporation 1 Plan PS636843A 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](mailto:realestatesection@justice.vic.gov.au) for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

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#### ADVERTISEMENT OF AUCTION BY THE SHERIFF

On Thursday 19 March 2015 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 Mark Stephen Smythe of 8 Strathford Street, Epping, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 09536 Folio 236, upon which is erected a house and known as 8 Strathford Street, Epping, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number X450500P), Registered Mortgage (Dealing Number AH582850S) and Registered Caveat (Dealing Number AK015926B) 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](mailto:realestatesection@justice.vic.gov.au) for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

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ADVERTISEMENT OF AUCTION BY  
THE SHERIFF

On Thursday 19 March 2015 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 Andrew James Snowball of 11 Charles Court, Warranwood, sole proprietor of an estate in fee simple in one of a total of two equal undivided shares, registered as Tenants in Common with sole proprietor Pamela Margaret Snowball as to one of a total of two equal undivided shares and being the land described on Certificate of Title Volume 09725 Folio 598, upon which is erected a house and known as 11 Charles Court, Warranwood, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AB478614P) and Registered Caveat (Dealing Number AK969167X) 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](mailto:realestatesection@justice.vic.gov.au) for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

ADVERTISEMENT OF AUCTION BY  
THE SHERIFF

On Thursday 19 March 2015 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 Alistair Gordon Webster of 14 Hoadley Avenue, Frankston South, joint proprietor with Julie Margaret Webster of an estate in fee simple in the land described on Certificate of Title Volume 07378 Folio 538, upon which is erected a house and known as 14 Hoadley Avenue, Frankston South, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AG054466Y) and Registered Caveat (Dealing Number AL218213B) affect the said estate and interest. The Sheriff is unable to provide access to this property.

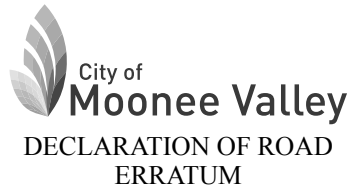
Terms: 10% deposit on the fall of the hammer. Balance within 14 days unless as stated in particulars of sale in contract of sale. Payment is by cheque only.

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

SHERIFF

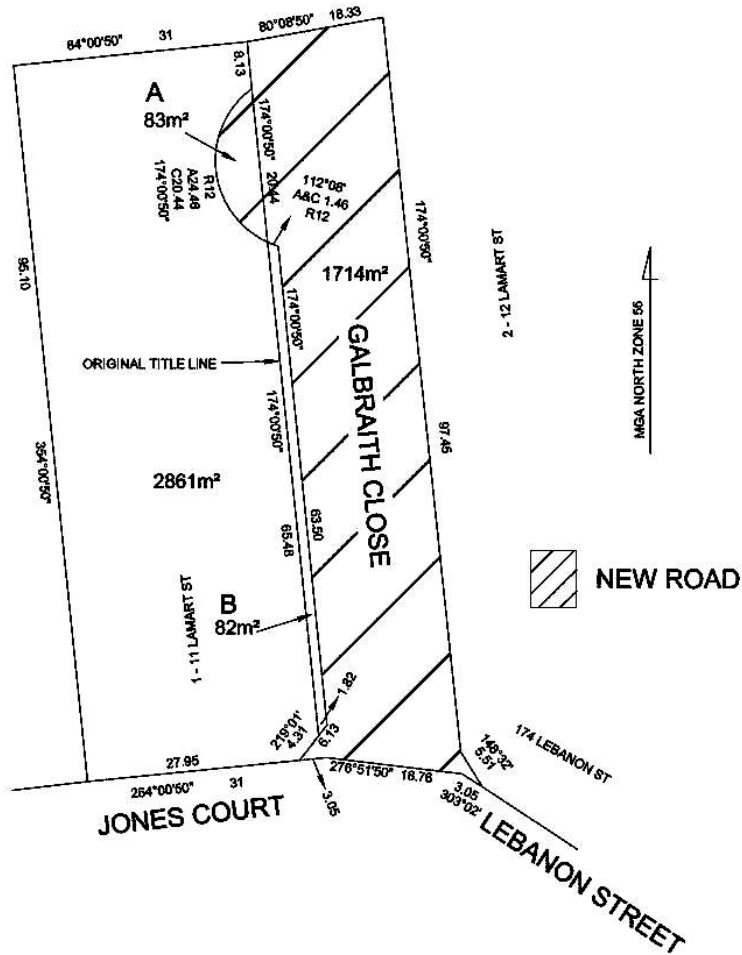


**GOVERNMENT AND OUTER BUDGET  
SECTOR AGENCIES NOTICES**



Notice is hereby given that the notice published on page 1050 G21 of the Victoria Government Gazette dated 23 May 2013 is to be superseded. The notice below replaces that notice.

Pursuant to section 11(1) of the **Road Management Act 2004** ('The Act'), the Moonee Valley City Council, at its meeting held on 25 February 2014, declared that the portion of land between Lamart Street and Lebanon Street, Strathmore (between 1-11 and 2-12 Lamart Street, Strathmore), as shown hatched on the plan below, be a public road for the purposes of the Act from the date of publication of this notice.



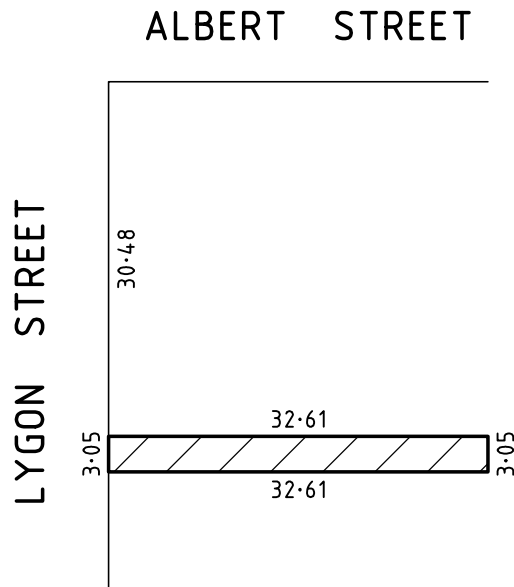
NEVILLE SMITH  
Chief Executive

MORELAND CITY COUNCIL

Road Discontinuance

Pursuant to section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989**, the Moreland City Council has formed the opinion that the road adjoining 260 and 274 Lygon Street, Brunswick East, 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 abutting property owner.

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

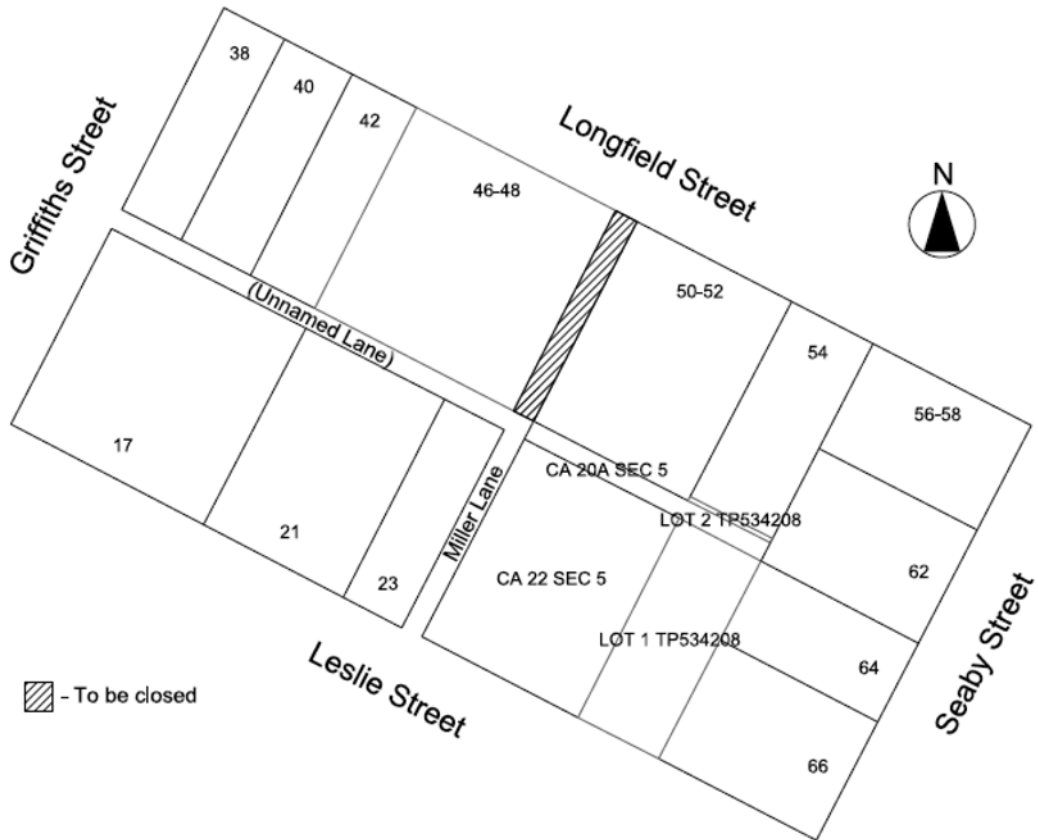


NERINA DI LORENZO  
Chief Executive Officer

NORTHERN GRAMPIANS SHIRE COUNCIL

Road Discontinuance

Under section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989**, the Northern Grampians Shire Council, at its ordinary meeting held on 2 February 2015, formed the opinion that the road described as part Miller Lane, Stawell, on the plan below is not reasonably required as a road for public use and has resolved to discontinue the road.



JUSTINE LINLEY  
Chief Executive Officer



### CENTRAL VICTORIA LIVESTOCK EXCHANGE

This is a combined Planning Scheme Amendment and Works Approval Application, with notice of the two processes to be given jointly, under the provisions of section 20AA of the **Environment Protection Act 1970**. Any unresolved submissions will be referred to a joint Planning Panel and a Hearing will be held to give submitters the opportunity to be heard in support of their submission. The land affected by the Amendment is Farming Zone, Lots 1 and 2, TP840697G; Lot 2, PS341031L; and Lot 1, TP944606J, Sunraysia Highway, Miners Rest.

#### **Planning and Environment Act 1987**

##### BALLARAT PLANNING SCHEME

##### Notice of Preparation of Amendment

##### Amendment C185

The Ballarat City Council has prepared Amendment C185 to the Ballarat Planning Scheme.

The land affected by the Amendment is Lots 1 and 2, TP840697G; Lot 2, PS341031L; and Lot 1, TP944606J, Sunraysia Highway, Miners Rest.

The Amendment proposes to rezone the land from Farming Zone to Special Use Zone, inserting a new Schedule (Schedule 15); amend Planning Scheme Maps 5 and 6; amend the Schedule to Clause 52.03 to include a new incorporated document titled 'Central Victoria Livestock Exchange, Ballarat December 2014'; and amend the Schedule to Clause 81.01 to include a new incorporated document titled 'Central Victoria Livestock Exchange, Ballarat December 2014'. The Amendment proposes to establish a policy framework to facilitate the relocation of the existing Central Victoria Livestock Exchange to the subject land.

#### **Environment Protection Act 1970**

##### WORKS APPROVAL APPLICATION

(Service Order Ref: 1001580)

Environment Protection Authority Victoria has received the following application to issue a works approval which is required as the livestock saleyards is a 'scheduled premises' under B02, pursuant to the Environment Protection (Scheduled Premises and Exemptions) Regulations 2007.

**1001580** Regional Livestock Exchange (RLX) Operating Company Pty Ltd, (Part) 22-76 Victoria Street, Miners Rest, Victoria 3352. Relocate the Central Victoria Livestock Exchange (CVLX) from its existing site in central Ballarat to the proposed site in Miners Rest, with a design throughput of approximately 1.6 million sheep and 70,000 cattle per annum.

#### INSPECTION LOCATIONS

You may inspect the combined Amendment and Works Approval Application, any documents that support the combined Amendment and Works Approval Application 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 Ballarat, Town Hall, Sturt Street, Ballarat, Victoria 3350; at the City of Ballarat's website, [www.ballarat.vic.gov.au](http://www.ballarat.vic.gov.au); at the EPA's website, [www.epa.vic.gov.au](http://www.epa.vic.gov.au); and at the Department of Environment, Land, Water and Planning website, [www.dtpli.vic.gov.au/publicinspection](http://www.dtpli.vic.gov.au/publicinspection)

#### SUBMISSIONS

Any person who may be affected by the combined Amendment and Works Approval Application (or either individual approval) 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 combined Amendment and Works Approval Application (or either individual approval) 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 20 March 2015. A submission must be sent to Planning Strategy, City of Ballarat, PO Box 655, Ballarat, Victoria 3353, or via email to [strategy@ballarat.vic.gov.au](mailto:strategy@ballarat.vic.gov.au)

In accordance with clause 4(2) of Ministerial Direction No. 15 the following panel hearing dates have been set for this Amendment:

- directions hearing: Week of 18 May 2015
- panel hearing: Week of 22 June 2015.

DEON VAN BAALEN  
Manager Planning Strategy

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**Planning and Environment Act 1987**  
MELBOURNE PLANNING SCHEME  
Notice of Preparation of Amendment  
Amendment C241

The Melbourne City Council has prepared Amendment C241 to the Melbourne Planning Scheme.

The land affected by the Amendment is 20–30 Bourke Street, Melbourne.

The Amendment proposes to recognise the Palace Theatre as a place of local heritage significance by:

- amending the Schedule to Clause 43.01 (Heritage Overlay) to insert a new entry which ticks the ‘External Paint Controls Apply?’ box;
- amending Clause 22.04 – Heritage Places within the Capital City Zone, by the addition of a policy reference titled ‘Palace Theatre, Bourke Street, Melbourne: Heritage Assessment for the City of Melbourne, December 2014’; and
- amending the incorporated document, ‘Central City (Hoddle Grid) Heritage Review: Statements of Significance June 2013’, by including the Statement of Significance for 20–30 Bourke Street, Melbourne, at page 91.

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 Melbourne, Council House 2, Level 3, 240 Little Collins Street, Melbourne; on the City of Melbourne website, [melbourne.vic.gov.au/participate](http://melbourne.vic.gov.au/participate); 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 Friday 20 March 2015. A submission must be sent to [palacetheatrec241@melbourne.vic.gov.au](mailto:palacetheatrec241@melbourne.vic.gov.au) or Robyn Hellman, Strategic Planning, City of Melbourne, PO Box 1603, Melbourne, Victoria 3001.

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**Planning and Environment Act 1987**MORNINGTON PENINSULA  
PLANNING SCHEMENotice of Preparation of Amendment  
Amendment C188

The Mornington Peninsula Shire Council has prepared Amendment C188 to the Mornington Peninsula Planning Scheme.

The land affected by the Amendment is described below. The Amendment proposes to:

- delete the Environmental Significance Overlay, Schedule 27 (ESO27) and its application in Merricks Beach;
- insert a new Design and Development Overlay, Schedule 23 – (Hendersons – Creswell Residential Precinct) and apply it and the Vegetation Protection Overlay, Schedule 1 in part of Bittern;
- delete the Heritage Overlay (HO276) from 42 and 44 Holmes Lane, Somerville;
- insert the Flinders Village Statement of Significance, November 2009 as a reference document to Clause 21.12 and the Design and Development Overlay, Schedule 14;
- rezone 42 Cook Street, Flinders, from part General Residential Zone, Schedule 1 and part Commercial 1 Zone to Public Park and Recreation Zone;
- extend the Public Park and Recreation Zone to Schnapper Point, Mornington;
- insert a new Environmental Significance Overlay, Schedule 30 (ESO30) and apply it to the Tootgarook wetland;
- delete the Environmental Significance Overlay, Schedule 24 from the area affected by the ESO30;
- rezone part 89 Elizabeth Avenue and part 12 St Elmos Close, Rosebud West, from Special Use Zone, Schedule 4 and General Residential Zone, Schedule 1 to Public Conservation and Resource Zone;
- rezone part 335 Eastbourne Road and 34B Balaka Street, Rosebud West, from Special Use Zone, Schedule 4 to General Residential Zone, Schedule 1; and
- rezone 3025, 3051 and 3053 Frankston–Flinders Road and 6 and 8 Civic Court, Balnarring, from Public Use Zone, Schedule 6 to Public Park and Recreation Zone.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the offices of the planning authority, Mornington Peninsula Shire Council: 21 Marine Parade, Hastings; 2 Queen Street, Mornington; and 90 Besgrove Street, Rosebud; on the Shire’s website: [www.mornpen.vic.gov.au](http://www.mornpen.vic.gov.au); and at the Department of Environment, Land, Water and Planning website, [www.dtpli.vic.gov.au/planning/publicinspection](http://www.dtpli.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 16 March 2015. A submission must be sent to the Mornington Peninsula Shire Council, Private Bag 1000, Rosebud, Victoria 3939.

ALLAN COWLEY  
Manager Strategic Planning  
Mornington Peninsula Shire

**Planning and Environment Act 1987**

## STONNINGTON PLANNING SCHEME

Notice of Preparation of Amendment  
Amendment C212

The Stonnington City Council has prepared Amendment C212 to the Stonnington Planning Scheme.

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

The land affected by the Amendment is within the Malvern–Burke Road Neighbourhood Activity Centre and the surrounding railway corridor including:

- 255–259, 261, 263, 265–269, 271, 273, 275, 277–283, 279, 281, 285, 287 Burke Road;
- 1599–1609 Malvern Road;
- 3 Glenarm Road;
- 9 Glentilt Road;
- Rail Reserve contained in Lot 2 LP220864, Lot 1 TP917570, Lot 1 TP917576, Lot 29 LP916, Lot 30 LP916, Lot 1 TP424844 and Lot 21 TP LP916; and
- Carroll Crescent Road Reserve.

Amendment C212 proposes to introduce new development controls and land use policy to the Malvern Road–Burke Road Neighbourhood Activity Centre including:

- insert a new Malvern Road–Burke Road Activity Centre Policy at Clause 22.22;
- insert new Planning Map 6DDO and amend Planning Map 7DDO;
- apply a new Schedule 15 to Clause 43.02 Design and Development Overlay;
- amend Clause 21.04 Economic Development, Clause 21.06 Built Environment and Heritage, Clause 21.07 Open Space and Environment, Clause 21.08 Infrastructure and Clause 21.09 Reference Documents; and
- amend the Schedule to Clause 61.03 to include new Planning Map 6DDO.

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 Stonnington: Prahran Town Hall, Planning Counter, corner of Greville and Chapel Streets; Service Centre, Malvern Town Hall, corner Glenferrie Road and High Street; and at the Department of Environment, Land, Water and Planning website, [www.dtpli.vic.gov.au/planning/publicinspection](http://www.dtpli.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 17 March 2015. A written submission must be sent to the City of Stonnington, PO Box 21, Prahran 3181.

SUSAN PRICE  
Manager City Strategy

### **Planning and Environment Act 1987** STRATHBOGIE PLANNING SCHEME

#### Notice of Preparation of Amendment Amendment C70

The Strathbogies Shire Council has prepared Amendment C70 to the Strathbogies Planning Scheme.

The land affected by the Amendment is 6 and 8 Orchid Street, Violet Town (Lot 1 on LP11146 and Lot 1 on TP948667Q).

The Amendment proposes to rezone the subject land from Farming Zone to General Residential Zone.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Strathbogies Shire Council, 109a Binney Street, Euroa; or at the Department of Transport, Planning and Local Infrastructure 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 Thursday 12 March 2015. A submission must be sent to the Strathbogie Shire Council, 109a Binney Street, Euroa.

STEVE CRAWCOUR  
Chief Executive Officer

### **Planning and Environment Act 1987**

#### **SURF COAST PLANNING SCHEME**

##### Notice of Preparation of Amendment

##### Amendment C100

The Surf Coast Shire Council has prepared Amendment C100 to the Surf Coast Planning Scheme.

The land affected by the Amendment is land at Moriac comprising:

- two (2) individual Farming Zone lots described as part of 799 and 815 Hendy Main Road, Moriac, being Lot 2 on Plan of Subdivision 341009D and Lot 1 on Title Plan 582044R respectively. The overall area of the land is 30.5 hectares; and
- land at 785 and 795 Hendy Main Road, Moriac, being the Moriac Primary School and Moriac Uniting Church respectively.

The Amendment proposes to:

- rezone land at 799, 815 and 795 Hendy Main Road, Moriac, from Farming Zone (FZ) to Low Density Residential Zone in accordance with the Moriac Strategy in the Planning Scheme;
- apply the Development Plan Overlay to 799 and 815 Hendy Main Road, Moriac;
- insert a new Schedule 14 to the Development Plan Overlay to facilitate the orderly development of the land at 799 and 815 Hendy Main Road, Moriac;
- rezone land at 785 Hendy Main Road, Moriac (Moriac Primary School), from Farming Zone to Public Use Zone 2 (PUZ2 – Education) to reflect the existing use of the land for education purposes; and

- amend Map 1 to the Moriac Strategy at Clause 21.13 of the Planning Scheme to reflect the proposed rezoning and modification of the settlement boundary following detailed planning in the precinct.

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, Surf Coast Shire Council, 1 Merrijig Drive, Torquay; 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 20 March 2015. Submissions must be sent to the Coordinator Strategic Planning, Surf Coast Shire, PO Box 350, Torquay, Victoria 3228.

BRYDON KING  
Manager Planning and Development

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 16 April 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.

FINDLAY, Norma Myrtle, late of Brimlea Nursing Home, 21 Railway Parade, Murrumbeena, Victoria, deceased, who died on 10 September 2014.



HEPBURN, Joan Ngarita Ellen, late of 42 Illawarra Street, Williamstown, Victoria, pensioner, deceased, who died on 19 November 2014.

McLAUGHLIN, Frederick William, late of Good Shepherd Nursing Home, 2 Clarke Street, Abbotsford, Victoria, deceased, who died on 9 September 2014.

STOTT, Ethel Robina, late of Heritage Lakes Aged Care Facility, 879 Plenty Road, South Morang, Victoria, deceased, who died on 8 May 2014.

WILLIAMS, Jessie Esther, late of Cooina Lodge, Landsborough Street, Warragul, Victoria, deceased, who died on 30 August 2014.

Dated 5 February 2015

STEWART MacLEOD  
Manager

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### **Electoral Act 2002**

#### **APPLICATION TO CHANGE A REGISTERED POLITICAL PARTY'S ABBREVIATION**

In accordance with section 49 of the **Electoral Act 2002** (the Act), I hereby give notice of the following application to change the abbreviation of the name of a registered political party.

Current name of party: Australian Country Alliance.

Current abbreviation: ACA.

Proposed abbreviation: Country Party.

The application is signed by the secretary of the party.

Any person who believes that the party's name should not be changed because the proposed name is not allowable under section 47 of the Act may object by writing to the Victorian Electoral Commission, Level 11, 530 Collins Street, Melbourne, Victoria 3000, by 16 March 2015.

Details of any objections will be made available to the applicant.

Enquiries to: Paul Thornton-Smith on telephone 8620 1187.

Dated 9 February 2015

WARWICK GATELY, AM  
Victorian Electoral Commission

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### **Electoral Act 2002**

#### **CHANGE TO REGISTER OF POLITICAL PARTIES**

In accordance with section 51(5)(e) of the **Electoral Act 2002**, I hereby give notice of the following changes to the Register of Political Parties.

Name of registered political party: Australian Country Alliance.

New registered officer: Darren Cooper.

New address: 2162 Bendigo-Maryborough Road, Shelbourne, Victoria 3515.

New postal address: PO Box 108, Golden Square 3555.

Dated 4 February 2015

WARWICK GATELY, AM  
Victorian Electoral Commission

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**Education and Training Reform Act 2006**

MINISTERIAL ORDER NO. 810

Jennings Street School Council

Constituting Order

**A. Purpose**

The purpose of this Order is to constitute a school council for Jennings Street School.

**B. Authorising provisions**

This Order is made under section 2.3.2(1) and (2) and all other enabling provisions of the **Education and Training Reform Act 2006**.

**C. Commencement**

This Order comes into operation on the day it is made.

**PART A – CONSTITUTION****1. Incorporation**

A school council is hereby constituted, under section 2.3.2(1) of the **Education and Training Reform Act 2006**, by the name of Jennings Street School Council, as a body corporate to exercise and discharge the powers, duties and functions conferred or imposed on it by or under that Act in relation to the Government school No. 5215 named Jennings Street School situated at 4 Jennings Street, Laverton, Victoria 3028.

**1A. Objectives of the Council**

The objectives of the Council with regard to the School are:

- (a) To assist in the efficient governance of the School;
- (b) To ensure that its decisions affecting students of the School are made having regard, as a primary consideration, to the best interest of the students;
- (c) To enhance the educational opportunities of students at the School; and
- (d) To ensure the School and the council comply with any requirements of the **Education and Training Reform Act 2006**, any regulations or a Ministerial Order made under that Act, or a direction, guideline or policy issued under that Act.

**1B. Functions of the Council**

The functions of the Council with regard to the School are:

- (a) To establish the broad direction and vision of the School within the School's community;
- (b) To arrange for the supply of goods, services, facilities, materials, equipment and other things or matters that are required for the conduct of the School including the provision of preschool programs;
- (c) To raise funds for School related purposes;
- (d) To regulate and facilitate the after-hours use of the School premises and grounds;
- (e) To exercise a general oversight of the School buildings and grounds and ensure that they are kept in good order and condition;
- (f) To provide for the cleaning and sanitary services that are necessary for the School;
- (g) To ensure that all money coming into the hands of the Council is expended for proper purposes relating to the School;
- (h) To provide meals and refreshments for the staff and students of the School and make charges for those meals or refreshments;
- (i) To inform itself and take into account any views of the School community for the purpose of making decisions in regard to the School and the students at the School;

- (j) To generally stimulate interest in the School in the wider community; and
- (k) To perform any other function or duty or to exercise any power conferred or imposed on the Council:
  - (i) By or under the **Education and Training Reform Act 2006** or any regulations made under that Act; or
  - (ii) By a Ministerial Order made, or direction issued, by the Minister under the **Education and Training Reform Act 2006**.

### 1C. Powers of the Council

1C.1 For the purpose of meeting its objectives or performing its functions or duties the Council may:

- (a) Enter into contracts, agreements or arrangements;
- (b) Establish trusts and act as trustee of them;
- (c) Subject to section 2.2.4 of the **Education and Training Reform Act 2006** and in accordance with any Ministerial Order made under that Act, charge fees to parents for goods, services or other things provided by the School to a child of the parent; and
- (d) Do any other thing that is necessary or convenient to be done for, or in connection with, meeting its objectives or performing its functions or duties.

1C.2 In addition to the powers under clause 1C.1, the Council has any other powers conferred on it by or under the **Education and Training Reform Act 2006**, or any regulations or a Ministerial Order made under that Act.

1C.3 The Council does not have the power to do any of the following:

- (a) Employ a teacher with no date fixed for the termination of that employment;
- (b) Purchase or acquire for consideration any land or building; or
- (c) Unless authorised by or under the **Education and Training Reform Act 2006** or any regulations or a Ministerial Order made under that Act:
  - (i) License or grant any interest in land, including School lands or buildings;
  - (ii) Enter into hire purchase agreements;
  - (iii) Obtain loan or credit facilities;
  - (iv) Form or become a member of a corporation;
  - (v) Provide for any matter or thing outside Victoria unless it is related to an excursion by students from the School or the professional development of staff of the School;
  - (vi) Purchase a motor vehicle, boat or plane.

### 1D. Accountability and executive officer

1D.1 The Council is accountable to the Minister for Education in respect of the performance by the Council of its functions in accordance with any Order made by the Minister.

1D.2 The principal of the School is the executive officer of the Council and must ensure that:

- (a) Adequate and appropriate advice is provided to the Council on educational and other matters;
- (b) The decisions of the Council are implemented; and
- (c) Adequate support and resources are provided for the conduct of Council meetings.

**PART B – GENERAL****2. Regulations**

Part 3 of the Education and Training Reform Regulations 2007 apply to the Council.

**3. Definitions**

3.1 In this Order:

‘Composition and Election Provisions’ means the Composition and Election provisions of the School Council Composition and Elections Order (Ministerial Order No. 52);

‘Council’ means the school council constituted by this Order;

‘DET’ means the Department of Education and Training;

‘Principal’ includes the person or persons for the time being authorised to perform the duties of principal of the School;

‘Public Reporting Meeting’ means a public reporting meeting as described in regulation 28 of the Education and Training Reform Regulations 2007, as amended from time to time;

‘School’ means the Government school referred to in clause 1 of this Order;

‘School Council Composition and Elections Order’ means Ministerial Order No. 52 made under the **Education and Training Reform Act 2006**, as amended and in force from time to time.

**4. Specific clauses to prevail over general clauses**

To the extent that there is any inconsistency between:

(a) Clause 1B; or

(b) Clause 1C,

and any other clause in this Order, that other clause will prevail.

**5. Council composition and elections**

(a) The Composition and Election Provisions are incorporated in this Order and apply, inter alia, to the Council election process and the tenure of Council members.

(b) The size and composition of the elected membership of the Council, including members co-opted by the Council, are specified in Schedule 1.

(c) Options for change in the authorised size and/or composition of the Council membership pursuant to the Composition and Election Provisions are specified in Schedule 2.

(d) Schedules 1 and 2 are part of this Order.

**PART C – POWERS****6. Employment**

6.1 The Council, in accordance with the **Education and Training Reform Act 2006**, may:

(a) Employ:

(i) Teachers for a fixed period not exceeding one year or on a casual basis;

(ii) Teacher aides; or

(iii) Any other staff,

for the purpose of performing its functions and duties; and

(b) Employ any person to enable the Council to do anything it is authorised to do by section 2.3.11 or Division 6 of the **Education and Training Reform Act 2006**.

- 6.2 If the Council employs a person under clause 6.1, it may do so on behalf of a group of school councils and the group of school councils may decide from time to time in a manner determined by agreement amongst themselves the time which the person is to spend on each school.

**7. Use of buildings and grounds**

7.1 The Council may:

- (a) Conduct programs in or use;
- (b) Subject to any conditions imposed by the Council, join with any other person or body to conduct programs in or use; or
- (c) Subject to any conditions imposed by the Council, allow any other person or body to conduct programs in or use,

any buildings or grounds of the School in relation to which the Council is constituted for the purposes of educational, recreational, sporting or cultural activities for students, the local community or young persons.

7.2 The Council may only allow buildings and grounds of the School to be used under clause 7.1 when the buildings or grounds are not required for ordinary School purposes.

**8. Council may carry out works**

8.1 The Council may, in regard to the School, with the approval of the Minister for Education given either generally or in any particular case:

- (a) Construct, or carry out any improvements to any building structure on the School grounds, or carry out any improvements in or to the School grounds;
- (b) Enter into a contract with any person for or in relation to the construction or carrying out by that person of any such building structure or improvements or of any other work which the Council is authorised or required by or under the **Education and Training Reform Act 2006** to carry out; or
- (c) Construct or carry out any improvements to any building structure, or carry out any improvements, on, in or to the School grounds or any other land that the Minister for Education has acquired an estate or interest in to provide preschool programs.

8.2 The Council may obtain and accept offers or tenders for any work approved by the Minister for Education under this clause that it proposes to carry out.

**9. Other School Council works**

The Council if so authorised by the Minister for Education is authorised and empowered to:

- (a) Enter into contracts with another school council for or in connection with:
  - (i) the construction of buildings or structures or the carrying out of improvements on, in or to the grounds of the school in relation to which the council is constituted; or
  - (ii) any other work which the Council is authorised or required by or under the **Education and Training Reform Act 2006** to carry out; and
- (b) Do or comply with anything necessary or expedient for carrying the contract into effect.

**10. Council may form sub-committee**

Subject to the **Education and Training Reform Act 2006** and regulations made under that Act, the Council may form a sub-committee, consisting of at least one member of the Council and any other persons, to assist the Council.

**11. Council may delegate powers, duties or functions**

Subject to the **Education and Training Reform Act 2006** and regulations made under that Act, the Council may by instrument delegate all or any of the powers, duties or functions conferred or imposed on the Council by or under the **Education and Training Reform Act 2006**, the regulations, a Ministerial Order or a direction issued by the Minister under that Act, except this power of delegation to another person or body.

**12. Council may form committees to manage joint facilities**

If the Council enters into an agreement under its powers under the **Education and Training Reform Act 2006** for the use of any real or personal property by other persons or bodies, the Council may agree with the other parties to the agreement to form a committee for the management of the property.

**13. Delegation to committee**

If the Council agrees to form a committee to manage property under clause 12 the Council may, with the approval of the Minister for Education, delegate by instrument to members of the committee all or any of the Council's powers, duties or functions conferred or imposed on the Council by or under the **Education and Training Reform Act 2006** in relation to that property except this power of delegation.

**14. Council may sell property**

14.1 The Council may sell equipment, goods or other similar personal property acquired for use in the School.

14.2 If the proceeds from the sale of property under clause 14.1 are less than the amount determined by the Minister for Education, the Council may keep those proceeds.

14.3 If the proceeds from the sale of property under clause 14.1 are equal to or more than the amount determined by the Minister for Education, the Council may keep those proceeds, if the person appointed by the Secretary to the DET has given approval for the Council to do so.

14.4 For the purposes of clauses 14.2 and 14.3, a determination of the Minister for Education:

- (a) Must be in writing; and
- (b) May be varied or revoked by the Minister in writing.

14.5 The Secretary to the DET may appoint a person to give approvals under clause 14.3.

14.6 An approval given under clause 14.3 must be:

- (a) In writing; and
- (b) Given before the property is sold.

**15. Preschool programs****15.1 Council may provide for preschool programs**

(1) If the School provides primary education, the Council may:

- (a) Provide preschool programs on the premises of the School or on any other land or premises under the control of the Minister for Education;
- (b) Enter into an agreement or arrangement with any other school council or other person or body for that council, person or body to use part of the premises of that school or other premises under the control of the Minister for Education to provide a preschool program on those premises; or
- (c) Enter into an agreement or arrangement with any other school council or other person or body to jointly provide a preschool program.

- (2) If the Council provides a preschool program or enters into an arrangement or agreement to provide a preschool program, it must ensure that, in any records kept by the School or the Council, the preschool children using the program are accounted for separately from students enrolled at the School in school programs.

**15.2 Council may grant lease or licence over preschool land**

The Council may, if authorised in writing by the Minister for Education, either generally or in any specified circumstances, grant a leasehold interest in, or a licence over, land of the School to be used to operate a preschool program or programs for children.

**15.3 Fees for preschool programs**

The Council or any other person or body authorised by the Council under clause 15.1, may require the payment of fees for the provision of preschool programs and other related services.

**15.4 Application of, and accounting for, money received**

In relation to any agreement or arrangement made by the Council for the provision of preschool programs under clause 15 the Council must ensure:

- (a) That any fees or other money received by the Council in the course of that provision or those agreements or arrangements is applied to the provision of preschool programs unless directed otherwise by a direction or guideline issued by the Minister for Education; and
- (b) That separate accounts and financial records are maintained in relation to the provision of those programs.

**16. Payment of members**

- 16.1 A member of the Council is not to receive any payment for his or her services as a member.
- 16.2 This does not prevent the Council reimbursing a member for any reasonable expenses incurred in the performance of his or her duties as a member.

**17-23.** Not used

**24. Student dress code**

- (1) The Council may determine a student dress code which is to apply to students of the School while they are at the School, travelling to and from School and/or attending School activities.
- (2) A student dress code may cover any matters which the Council considers appropriate in relation to clothing and other items worn, carried or used by students and to grooming, physical appearance and the general presentation of students, including without limiting the generality of the above –
  - (a) Whether a school uniform may or must be worn by students, and the school uniform to be worn;
  - (b) Clothing (including shoes) to be worn during classes and specified school activities such as sport, laboratory experiments and extra-curricular activities, and bags to be taken to School;
  - (c) The grounds on which any student may be exempted from complying with the dress code; and
  - (d) How the dress code may be enforced, provided the methods of enforcement are consistent with section 2.2.19 of the **Education and Training Reform Act 2006**, and the School's Student Code of Conduct (referred to in section 5.2.12 of the **Education and Training Reform Act 2006**).
- (3) The Council may enter into a contract with any person for the supply of school uniforms for students of the School.

**25. Power to purchase**

The Council may, subject to compliance with any directions issued by the Secretary to the DET, purchase goods, equipment or material for the purposes of the School.

**26. Children's services**

The Council may apply for and obtain under the **Children's Services Act 1996** approval to operate a children's service on premises of the School or on premises under the control of the Minister and may apply for and obtain a licence to operate a children's service and, subject to the **Children's Services Act 1996** and the **Education and Training Reform Act 2006** –

- (1) may operate, either solely or jointly, a children's service on part of the School premises or on other premises under the control of the Minister and may require payment of fees for the service and other related services;
- (2) may enter into a licence agreement, or a lease agreement if authorised in writing by the Minister, with another person for that person to use part of the School premises or other premises under the control of the Minister to provide a children's service or to provide a children's service on behalf of the Council on those premises; and
- (3) may carry out improvements to the School buildings and grounds for the provision of a children's service under subsection (1) or (2).

**27. Other powers****27.1 Activities outside School Hours**

The Council may conduct or join with any other school council in conducting any educational, recreational or cultural activity for the students of the School outside School hours at the School or any other location.

**27.2 Fund Raising**

The Council may raise funds for School purposes by conducting local efforts or amusements.

**27.3 Gifts**

- (1) Subject to section 5.2.6 of the **Education and Training Reform Act 2006**, the Council may –
  - (a) accept gifts including real estate, providing that if a gift is encumbered or conditional, consent must be obtained from the Secretary to the DET before acceptance of such gifts; and
  - (b) purchase or maintain goods, equipment and material for the carrying out of its powers duties or functions under the **Education and Training Reform Act 2006** or any other Act, but may not purchase any vehicle without the prior consent of the Secretary to the DET.
- (2) For the purposes of this clause, 'vehicle' means the same as 'vehicle' in the **Road Safety Act 1986**.

**27.4 Hire or use of Equipment****(1) Definitions**

In this clause –

'Equipment' includes goods and products but does not include fixtures.

'Equipment agreement' means a contract to hire equipment or a licence to use equipment under which –

- (a) the Council has the right to use the equipment; and
- (b) there is no option, right or obligation of the Council or any other person to buy the equipment; and
- (c) at the end of the contract or licence the School Council has to return the equipment to the other party to the contract or licence.



- (2) The Council may enter into an equipment agreement with another party if the sole or main purpose of entering into the equipment agreement is to benefit the education of students at the School or to assist with the efficient conduct of the School.
- (3) Prior to entering into an equipment agreement the Council must –
  - (a) obtain more than one written quotation or tender for the hire or use of the equipment if the annual cost of the hire or use of the equipment is expected to exceed \$1000; and
  - (b) carry out a financial evaluation of the proposal to hire or use the equipment; and
  - (c) ensure that the equipment to be hired or used has appropriate insurance cover, either through the terms of the equipment agreement or by separate cover.
- (4) The Council must not –
  - (a) enter into an equipment agreement for a continuous period exceeding four years until the Regional Director has approved the entering into of that equipment agreement; and
  - (b) enter into an equipment agreement for the hire or use of equipment previously owned or operated by the Council or for the purposes of the DET, and
  - (c) commit funds of a non-recurrent nature or funds granted for a specific purpose, towards the costs of an equipment agreement until the donor or provider of the funds has consented to that in writing; or
  - (d) enter into an equipment agreement unless it is satisfied that it will be able to meet all the costs of the equipment agreement.

#### 27.5 Reporting

- (1) The Council must report the details of all equipment agreements it has entered into to the Council's Public Reporting Meeting. The report must include a description of the equipment hired or used, the purpose, the duration and the cost of the equipment agreement.
- (2) The costs of each equipment agreement must be fully identified in the Council's audited statement of receipts and expenditure presented to the Council's Public Reporting Meeting.

#### 27.6 Exclusions

Clauses 27.4(3) and 27.5 do not apply to –

- (a) the hire of a video recording, or
- (b) the hire of any other equipment for less than four weeks in any one calendar year where the cost of the hire is less than \$1,000.00.

#### 28. Transport Accident Commission agreements

The Council may enter into one or more agreements with the Transport Accident Commission concerning the provision of staff, facilities, equipment, support or other services for any student of the School who is the subject of a claim under the **Transport Accident Act 1986**.

#### 29. Power to provide goods, services or facilities

- (a) Subject to sub-clauses (b) and (c), the Council may, for the purpose of the efficient conduct of the School, enter into arrangements or agreements, for reward or otherwise, to provide or supply goods, services or facilities to other Government schools or other educational institutions.

- (b) Any arrangement or agreement under sub-clause (a) may only be for goods, services or facilities that the Council is empowered under the **Education and Training Reform Act 2006**, the Education and Training Reform Regulations 2007, this Order, or any Ministerial Order made under the **Education and Training Reform Act 2006**, to provide or supply to the School.
- (c) Any arrangement or agreement under sub-clause (a) must comply with any directions issued by the Secretary to the DET.

**30. Power to purchase by use of purchasing card facilities**

- (a) Subject to this clause the Council may enter into arrangements with a financial institution under which the Council may purchase goods, services, equipment or material only for the purposes of the School by the use of purchasing card facilities provided by the financial institution.
- (b) Any purchase of goods, services, equipment or material under sub-clause (a) must comply with:
  - (i) any guidelines and directions issued by the Minister under section 5.2.1 of the **Education and Training Reform Act 2006**;
  - (ii) any directions issued by the Secretary to the DET; and
  - (iii) the terms and conditions relating to the use of any purchasing card issued by the financial institution to the Council from time to time.

**31.** Not used.

**32. Trusts**

The Council may act as a trustee of any trust fund established for the benefit of the School or its students with power to do any act or thing authorised under the terms of the relevant trust fund.

**PART D – TRANSITIONAL PROVISIONS**

**33. Transitional provisions**

- 33.1 (a) Subject to sub-clause (b), this clause 33 operates until and inclusive of the date of the declaration of the poll in 2015.
- (b) Subclause 33.12 operates until and inclusive of the day after the date of the declaration of the poll in 2015 (or, if no election is held that year, 31 March of that year).
- 33.2 Subject to subclause 33.11, during the operation of this clause the Composition and Election provisions, namely clauses 5A to 5V of the School Council Composition and Elections Order (Ministerial Order No.52), except clauses 5A, 5B.3 (insofar as it defines eligibility for election), 5B.3A (a) and 5R thereof, do not operate.
- 33.3 The School Council shall consist of a total of five members comprising the principal *ex officio*, one other DET employee and three parent members.
- 33.4 By ministerial appointment made for the purposes of this clause on the date of this Order the principal *ex officio*, one other DET employee and three parents are appointed as members of the Council from the date this clause takes effect until and inclusive of the date of declaration of the poll in 2015.
- 33.5 The School Council may, prior to the date of the declaration of the poll in early 2015 fill any casual vacancy that occurs in the membership of the School Council, by appointing to the School Council a person who is eligible for election or appointment (as the case may be) to the relevant membership category, provided that any person who fills a vacant position created by a casual vacancy shall only serve the unexpired portion of the vacating member's term of office.
- 33.6 Not used.

- 33.7 A parent appointed under clause 33.4 who does not have a child enrolled at the School at the time of the Notice of Election and Call for Nominations for any School Council election shall cease to be a member of the Council on that date, and a casual vacancy is thereby created.
- 33.8 In the event that the School Council is unable to comply with the quorum provisions of Part 3 of the Education and Training Reform Regulations 2007 owing to the number of casual vacancies in its membership, the Minister administering section 2.3.2 of the **Education and Training Reform Act 2006** may fill any casual vacancy that occurs in the membership of the School Council by appointing to the School Council for a term of office that does not extend beyond the unexpired portion of the vacating member's term of office a person who is eligible for election or appointment (as the case may be) to the relevant membership category.
- 33.9 In the event that the Minister administering section 2.3.2 of the **Education and Training Reform Act 2006** is satisfied that a School Council member no longer intends to attend School Council meetings, but a casual vacancy has not been created in respect of that member's position on the School Council, the Minister administering section 2.3.2 of the **Education and Training Reform Act 2006** may remove the person as a School Council member and appoint to the School Council for a term of office that does not extend beyond the unexpired portion of the vacating member's term of office a person who is eligible for election or appointment (as the case may be) to the relevant membership category.
- 33.10 (a) The School Council may not conduct any School Council meeting unless the quorum provisions of Part 3 of the Education and Training Reform Regulations 2007 are satisfied.
- (b) Subject to clause 33.10(c), the School Council must not decide any matter unless a majority of the School Council members present are not DET employees.
- (c) If at any time the membership of the School Council is such that it is impossible for the School Council to decide a matter in accordance with clause 33.10(b), the School Council may nonetheless decide to fill a casual vacancy under clause 33.5 or appoint or co-opt a member under clause 33.4(b) and (c).
- (d) Subject to subclauses 33.10(a), 33.10(b), and 33.10(c), an act or decision of the School Council is not invalid, and the School Council is properly constituted, notwithstanding –
- (i) a vacancy in the office of a member (including a Community member);
  - (ii) a defect or irregularity in or in connection with the appointment or co-option of a member;
  - (iii) a casual vacancy is not filled; or
  - (iv) for any other reason the total number of school council members stated in clause 33.3 has not been appointed.
- 33.11 The first School Council election must be completed between the 2015 school year commencement date and 31 March 2015 in respect of three parent member positions and one DET employee member position and the Composition and Election provisions (except clause 5D.3) shall apply to that School Council election.
- 33.12 The term of office of members of the School Council elected at the School Council election referred to in clause 33.11 shall commence on the day after the date of declaration of the poll in 2015.

This Order is made 2 February 2015

THE HON. JAMES MERLINO, MP  
Deputy Premier  
Minister for Education

**SCHEDULE 1**

Jennings Street School Council 6T 3P 2DET 1CO

**SCHEDULE 2****SCHOOL COUNCIL MEMBERSHIP TABLE**

<b>Total</b>	<b>Parent members</b>	<b>DET employee members</b>	<b>Community members</b>	<b>Max DET employees</b>	<b>Max DET employee parents*</b>
15	6	5	4	7	2
15	6	4	5	7	3
15	6	3	6	7	4
15	6	2	7	7	5
15	6	1	8	7	6
15	7	5	3	7	2
15	7	4	4	7	3
15	7	3	5	7	4
15	7	2	6	7	5
15	7	1	7	7	6
15	8	5	2	7	2
15	8	4	3	7	3
15	8	3	4	7	4
15	8	2	5	7	5
15	8	1	6	7	6
15	9	5	1	7	2
15	9	4	2	7	3
15	9	3	3	7	4
15	9	2	4	7	5
15	9	1	5	7	6
15	10	5	0	7	2
15	10	4	1	7	3
15	10	3	2	7	4
15	10	2	3	7	5
15	10	1	4	7	6
15	11	4	0	7	3
15	11	3	1	7	4
15	11	2	2	7	5
15	11	1	3	7	6
15	12	3	0	7	4
15	12	2	1	7	5
15	12	1	2	7	6
15	13	2	0	7	5
15	13	1	1	7	6
15	14	1	0	7	6
14	5	4	5	6	2

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
14	5	3	6	6	3
14	5	2	7	6	4
14	5	1	8	6	5
14	6	4	4	6	2
14	6	3	5	6	3
14	6	2	6	6	4
14	6	1	7	6	5
14	7	4	3	6	2
14	7	3	4	6	3
14	7	2	5	6	4
14	7	1	6	6	5
14	8	4	2	6	2
14	8	3	3	6	3
14	8	2	4	6	4
14	8	1	5	6	5
14	9	4	1	6	2
14	9	3	2	6	3
14	9	2	3	6	4
14	9	1	4	6	5
14	10	4	0	6	2
14	10	3	1	6	3
14	10	2	2	6	4
14	10	1	3	6	5
14	11	3	0	6	3
14	11	2	1	6	4
14	11	1	2	6	5
14	12	2	0	6	4
14	12	1	1	6	5
14	13	1	0	6	5
13	5	4	4	6	2
13	5	3	5	6	3
13	5	2	6	6	4
13	5	1	7	6	5
13	6	4	3	6	2
13	6	3	4	6	3
13	6	2	5	6	4
13	6	1	6	6	5
13	7	4	2	6	2
13	7	3	3	6	3
13	7	2	4	6	4

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
13	7	1	5	6	5
13	8	4	1	6	2
13	8	3	2	6	3
13	8	2	3	6	4
13	8	1	4	6	5
13	9	4	0	6	2
13	9	3	1	6	3
13	9	2	2	6	4
13	9	1	3	6	5
13	10	3	0	6	3
13	10	2	1	6	4
13	10	1	2	6	5
13	11	2	0	6	4
13	11	1	1	6	5
13	12	1	0	6	5
12	5	4	3	5	1
12	5	3	4	5	2
12	5	2	5	5	3
12	5	1	6	5	4
12	6	4	2	5	1
12	6	3	3	5	2
12	6	2	4	5	3
12	6	1	5	5	4
12	7	4	1	5	1
12	7	3	2	5	2
12	7	2	3	5	3
12	7	1	4	5	4
12	8	4	0	5	1
12	8	3	1	5	2
12	8	2	2	5	3
12	8	1	3	5	4
12	9	3	0	5	2
12	9	2	1	5	3
12	9	1	2	5	4
12	10	2	0	5	3
12	10	1	1	5	4
12	11	1	0	5	4
11	4	3	4	5	2
11	4	2	5	5	3

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
11	4	1	6	5	4
11	5	3	3	5	2
11	5	2	4	5	3
11	5	1	5	5	4
11	6	3	2	5	2
11	6	2	3	5	3
11	6	1	4	5	4
11	7	3	1	5	2
11	7	2	2	5	3
11	7	1	3	5	4
11	8	3	0	5	2
11	8	2	1	5	3
11	8	1	2	5	4
11	9	2	0	5	3
11	9	1	1	5	4
11	10	1	0	5	4
10	4	3	3	4	1
10	4	2	4	4	2
10	4	1	5	4	3
10	5	3	2	4	1
10	5	2	3	4	2
10	5	1	4	4	3
10	6	3	1	4	1
10	6	2	2	4	2
10	6	1	3	4	3
10	7	3	0	4	1
10	7	2	1	4	2
10	7	1	2	4	3
10	8	2	0	4	2
10	8	1	1	4	3
10	9	1	0	4	3
9	4	3	2	4	1
9	4	2	3	4	2
9	4	1	4	4	3
9	5	3	1	4	1
9	5	2	2	4	2
9	5	1	3	4	3
9	6	3	0	4	1
9	6	2	1	4	2

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
9	6	1	2	4	3
9	7	2	0	4	2
9	7	1	1	4	3
9	8	1	0	4	3
8	3	2	3	3	1
8	3	1	4	3	2
8	4	2	2	3	1
8	4	1	3	3	2
8	5	2	1	3	1
8	5	1	2	3	2
8	6	2	0	3	1
8	6	1	1	3	2
8	7	1	0	3	2
7	3	2	2	3	1
7	3	1	3	3	2
7	4	2	1	3	1
7	4	1	2	3	2
7	5	2	0	3	1
7	5	1	1	3	2
7	6	1	0	3	2
6	3	2	1	2	0
6	3	1	2	2	1
6	4	2	0	2	0
6	4	1	1	2	1
6	5	1	0	2	1

\* A DET employee parent is a DET employee who is a parent of a child at the school.



**Education and Training Reform Act 2006****NOTICE OF DETERMINATION OF APPROVED TRAINING SCHEMES**

In accordance with section 5.5.2 of the **Education and Training Reform Act 2006** the Victorian Registration and Qualifications Authority gives notice that it has determined that the following training schemes are approved training schemes for the vocations specified.

<b>APPROVED TRAINING SCHEME</b>		<b>DATE OF DETERMINATION</b>
AHC20110	Certificate II in Agriculture	5-Dec-14
AHC20210	Certificate II in Poultry Production Operations	5-Dec-14
AHC20310	Certificate II in Production Horticulture	5-Dec-14
AHC20410	Certificate II in Horticulture	5-Dec-14
AHC20513	Certificate II in Arboriculture	5-Dec-14
AHC20610	Certificate II in Parks and Gardens	5-Dec-14
AHC20710	Certificate II in Production Nursery	5-Dec-14
AHC20810	Certificate II in Retail Nursery	5-Dec-14
AHC20910	Certificate II in Sports Turf Management	5-Dec-14
AHC21010	Certificate II in Conservation and Land Management	5-Dec-14
AHC21112	Certificate II in Irrigation	5-Dec-14
AHC21210	Certificate II in Rural Operations	5-Dec-14
AHC21310	Certificate II in Shearing	5-Dec-14
AHC21410	Certificate II in Wool Handling	5-Dec-14
AHC21510	Certificate II in Floriculture	5-Dec-14
AHC21610	Certificate II in Landscaping	5-Dec-14
AHC30110	Certificate III in Agriculture	5-Dec-14
AHC30210	Certificate III in Agriculture (Dairy Production)	5-Dec-14
AHC30310	Certificate III in Horse Breeding	5-Dec-14
AHC30410	Certificate III in Pork Production	5-Dec-14
AHC30510	Certificate III in Poultry Production	5-Dec-14
AHC30610	Certificate III in Production Horticulture	5-Dec-14
AHC30710	Certificate III in Horticulture	5-Dec-14
AHC30810	Certificate III in Arboriculture	5-Dec-14
AHC30910	Certificate III in Landscape Construction	5-Dec-14
AHC31010	Certificate III in Parks and Gardens	5-Dec-14
AHC31110	Certificate III in Production Nursery	5-Dec-14
AHC31210	Certificate III in Retail Nursery	5-Dec-14
AHC31310	Certificate III in Sports Turf Management	5-Dec-14
AHC31410	Certificate III in Conservation and Land Management	5-Dec-14
AHC32010	Certificate III in Beekeeping	5-Dec-14
AHC32113	Certificate III in Commercial Seed Processing	5-Dec-14

<b>APPROVED TRAINING SCHEME</b>		<b>DATE OF DETERMINATION</b>
AHC32210	Certificate III in Commercial Composting	5-Dec-14
AHC32412	Certificate III in Irrigation	5-Dec-14
AHC32610	Certificate III in Rural Machinery Operations	5-Dec-14
AHC32710	Certificate III in Rural Merchandising	5-Dec-14
AHC32810	Certificate III in Rural Operations	5-Dec-14
AHC32910	Certificate III in Shearing	5-Dec-14
AHC33013	Certificate III in Wool Clip Preparation	5-Dec-14
AHC33110	Certificate III in Advanced Wool Handling	5-Dec-14
AHC33210	Certificate III in Floriculture	5-Dec-14
AHC33311	Certificate III in Feedlot Operations (specialising in Feedlot Maintenance or Feeding and Milling or Pen Riding)	5-Dec-14
AHC40110	Certificate IV in Agriculture	5-Dec-14
AHC40210	Certificate IV in Poultry Production	5-Dec-14
AHC40310	Certificate IV in Production Horticulture	5-Dec-14
AHC40410	Certificate IV in Horticulture	5-Dec-14
AHC40510	Certificate IV in Parks and Gardens	5-Dec-14
AHC40610	Certificate IV in Production Nursery	5-Dec-14
AHC40710	Certificate IV in Retail Nursery	5-Dec-14
AHC40812	Certificate IV in Sports Turf Management	5-Dec-14
AHC40910	Certificate IV in Conservation and Land Management	5-Dec-14
AHC41010	Certificate IV in Agribusiness	5-Dec-14
AHC41112	Certificate IV in Irrigation	5-Dec-14
AHC41210	Certificate IV in Shearing	5-Dec-14
AHC41313	Certificate IV in Wool Classing	5-Dec-14
AUM20113	Certificate II in Automotive Manufacturing Production – Passenger Motor Vehicle	8-Jan-15
AUM20213	Certificate II in Automotive Manufacturing Production – Bus Truck and Trailer	8-Jan-15
AUM30113	Certificate III in Automotive Manufacturing Technical Operations – Passenger Motor Vehicle	8-Jan-15
AUM30213	Certificate III in Automotive Manufacturing Technical Operations – Bus Truck and Trailer	8-Jan-15
AUM50113	Diploma of Automotive Manufacturing	8-Jan-15
AUR20112	Certificate II in Automotive Administration	10-Dec-14
AUR20212	Certificate II in Airconditioning Technology	10-Dec-14
AUR20312	Certificate II in Bicycle Mechanical Technology	10-Dec-14
AUR20412	Certificate II in Automotive Electrical Technology	10-Dec-14

<b>APPROVED TRAINING SCHEME</b>		<b>DATE OF DETERMINATION</b>
AUR20512	Certificate II in Automotive Servicing Technology	10-Dec-14
AUR20612	Certificate II in Marine Mechanical Technology	10-Dec-14
AUR20812	Certificate II in Outdoor Power Equipment Technology	10-Dec-14
AUR20912	Certificate II in Automotive Body Repair Technology	10-Dec-14
AUR21012	Certificate II in Motorsport Technology	10-Dec-14
AUR21112	Certificate II in Automotive Sales	10-Dec-14
AUR21212	Certificate II in Automotive Underbody Technology	10-Dec-14
AUR21312	Braking System Technology	10-Dec-14
AUR21412	Certificate II in Automotive Cooling System Technology	10-Dec-14
AUR21512	Certificate II in Automotive Cylinder Head Reconditioning	10-Dec-14
AUR21612	Certificate II in Automotive Driveline System Technology	10-Dec-14
AUR21712	Certificate II in Automotive Exhaust System Technology	10-Dec-14
AUR21812	Certificate II in Automotive Steering and Suspension System Technology	10-Dec-14
AUR21913	Certificate II in Automotive Tyre Servicing Technology	10-Dec-14
AUR30112	Certificate III in Automotive Administration	10-Dec-14
AUR30212	Certificate III in Bicycle Workshop Operations	10-Dec-14
AUR30312	Certificate III in Automotive Electrical Technology	10-Dec-14
AUR30412	Certificate III in Agricultural Mechanical Technology	10-Dec-14
AUR30512	Certificate III in Marine Mechanical Technology	10-Dec-14
AUR30612	Certificate III in Light Vehicle Mechanical Technology	10-Dec-14
AUR30713	Certificate III in Outdoor Power Equipment Technology	10-Dec-14
AUR30812	AUR30812 Certificate III in Motorcycle Mechanical Technology	10-Dec-14
AUR30912	Certificate III in Motorsport Technology	10-Dec-14
AUR31012	AUR31012 Certificate III in Automotive Sales	10-Dec-14
AUR31112	Certificate III in Heavy Commercial Vehicle Mechanical Technology	10-Dec-14
AUR31212	Certificate III in Mobile Plant Technology	10-Dec-14
AUR31312	Certificate III in Automotive Engine Reconditioning	10-Dec-14
AUR31412	Certificate III in Automotive Diesel Fuel Technology	10-Dec-14
AUR31512	Certificate III in Automotive Diesel Engine Technology	10-Dec-14
AUR31612	Certificate III in Automotive Drivetrain Technology	10-Dec-14
AUR31712	Certificate III in Forklift Technology	10-Dec-14
AUR31812	Certificate III in Heavy Commercial Trailer Technology	10-Dec-14
AUR31912	Certificate III in Elevating Work Platform Technology	10-Dec-14
AUR32112	Certificate III in Automotive Body Repair Technology	10-Dec-14
AUR32212	Certificate III in Automotive Glazing Technology	10-Dec-14

<b>APPROVED TRAINING SCHEME</b>		<b>DATE OF DETERMINATION</b>
AUR32312	Certificate III in Automotive and Marine Trimming Technology	10-Dec-14
AUR32412	Certificate III in Automotive Refinishing Technology	10-Dec-14
AVI20208	Certificate II in Aviation (Flight Operations)	27-Apr-14
AVI20408	Certificate II in Aviation (Ground Operations and Service)	27-Apr-14
AVI30208	Certificate III in Aviation (Flight Operations)	27-Apr-14
AVI30408	Certificate III in Aviation (Ground Operations and Service)	27-Apr-14
AVI30510	Certificate III in Aviation (Rescue Crewman)	27-Apr-14
AVI30713	Certificate III in Aviation (Aerodrome Operations)	27-Apr-14
AVI40108	Certificate IV in Aviation (Commercial Pilot)	27-Apr-14
AVI40208	Certificate IV in Aviation (Commercial Pilot Helicopter Licence)	27-Apr-14
AVI40408	Certificate IV in Aviation (Ground Operations and Service)	27-Apr-14
AVI40508	Certificate IV in Aviation (Leadership and Supervision)	27-Apr-14
AVI40610	Certificate IV in Aviation (Aircrewman)	27-Apr-14
AVI50308	Diploma of Aviation (Air Traffic Control)	27-Apr-14
AVI50408	Diploma of Aviation (Instrument Flight Operations)	27-Apr-14
CHC20112	Certificate II in Community Services	27-Mar-14
CHC30112	Certificate III In Community Services Work	27-Mar-14
CHC30113	Certificate III in Early Childhood Education and Care	27-Mar-14
CHC30212	Certificate III in Aged Care	27-Mar-14
CHC30213	Certificate III in Education Support	27-Mar-14
CHC30312	Certificate III in Home and Community Care	27-Mar-14
CHC30408	Certificate III in Disability	27-Mar-14
CHC30512	Certificate III in Social Housing	27-Mar-14
CHC30912	Certificate III in Employment Services	27-Mar-14
CHC31008	Certificate III in Telephone Counselling Skills	27-Mar-14
CHC40108	Certificate IV in Aged Care	27-Mar-14
CHC40113	Certificate IV in School Age Education and Care	27-Mar-14
CHC40212	Certificate IV in Home and Community Care	27-Mar-14
CHC40213	Certificate IV in Education Support	27-Mar-14
CHC40312	Certificate IV in Disability	27-Mar-14
CHC40313	Certificate IV in Child, Youth and Family Intervention	27-Mar-14
CHC40412	Certificate IV in Alcohol and Other Drugs	27-Mar-14
CHC40413	Certificate IV in Youth Work	27-Mar-14
CHC40512	Certificate IV in Mental Health	27-Mar-14
CHC40513	Certificate IV in Youth Justice	27-Mar-14
CHC40608	Certificate IV in Leisure and Health	27-Mar-14

<b>APPROVED TRAINING SCHEME</b>		<b>DATE OF DETERMINATION</b>
CHC40708	Certificate IV in Community Services Work	27-Mar-14
CHC40808	Certificate IV in Community Development	27-Mar-14
CHC40912	Certificate IV in Social Housing	27-Mar-14
CHC41012	Certificate IV in Community Services Advocacy	27-Mar-14
CHC41112	Certificate IV in Pastoral Care	27-Mar-14
CHC41308	Certificate IV in Children's Contact Services Work	27-Mar-14
CHC42012	Certificate IV in Employment Services	27-Mar-14
CHC42112	Certificate IV in Career Development	27-Mar-14
CHC42212	Certificate IV in Telephone Counselling Skills	27-Mar-14
CHC42312	Certificate IV in Mediation	27-Mar-14
CHC42412	Certificate IV in Relationship Education	27-Mar-14
CHC42512	Certificate IV in Community Services (Information, advice and referral)	27-Mar-14
CHC42712	Certificate IV in Volunteer Program Coordination	27-Mar-14
CHC50108	Diploma of Disability	27-Mar-14
CHC50113	Diploma of Early Childhood Education and Care	27-Mar-14
CHC50212	Diploma of Community Services (Alcohol and other drugs)	27-Mar-14
CHC50213	Diploma of School Age Education and Care	27-Mar-14
CHC50312	Diploma of Community Services (Mental health)	27-Mar-14
CHC50313	Diploma of Child, Youth and Family Intervention	27-Mar-14
CHC50412	Diploma of Community Services (Alcohol, other drugs and mental health)	27-Mar-14
CHC50413	Diploma of Youth Work	27-Mar-14
CHC50512	Diploma of Leisure and Health	27-Mar-14
CHC50513	Diploma of Youth Justice	27-Mar-14
CHC50612	Diploma of Community Services Work	27-Mar-14
CHC50708	Diploma of Community Development	27-Mar-14
CHC50812	Diploma of Social Housing	27-Mar-14
CHC51108	Diploma of Children's Contact Services Work	27-Mar-14
CHC51308	Diploma of Education Support	27-Mar-14
CHC51612	Diploma of Employment Services	27-Mar-14
CHC51712	Diploma of Counselling	27-Mar-14
CHC51812	Diploma of Family Intake and Support Work	27-Mar-14
CHC51912	Diploma of Relationship Education	27-Mar-14
CHC52008	Diploma of Community Services (Case management)	27-Mar-14
CHC52108	Diploma of Community Services (Financial Counselling)	27-Mar-14

<b>APPROVED TRAINING SCHEME</b>		<b>DATE OF DETERMINATION</b>
CHC52212	Diploma of Community Services Coordination	27-Mar-14
CHC60112	Advanced Diploma of Disability	27-Mar-14
CHC60208	Advanced Diploma of Children's Services	27-Mar-14
CHC60312	Advanced Diploma of Community Sector Management	27-Mar-14
CPC20211	Certificate II in Construction Pathways	28-Aug-14
CPC30111	Certificate III in Bricklaying/Blocklaying	28-Aug-14
CPC30211	Certificate III in Carpentry	28-Aug-14
CPC30611	Certificate III in Painting and Decorating	28-Aug-14
CPC30812	Certificate III in Roof Tiling	28-Aug-14
CPC31011	Certificate III in Solid Plastering	28-Aug-14
CPC31211	Certificate III in Wall and Ceiling Lining	28-Aug-14
CPC31311	Certificate III in Wall and Floor Tiling	28-Aug-14
CPC31812	Certificate III in Shopfitting	28-Aug-14
CPC31912	Certificate III in Joinery	28-Aug-14
CPC32011	Certificate III in Carpentry and Joinery	28-Aug-14
CPC32111	Certificate III in Signage	28-Aug-14
CPC32313	Certificate III in Stonemasonry (Monumental/Installation)	28-Aug-14
CPC32413	Certificate III in Plumbing	28-Aug-14
CPC32813	Certificate III in Fire Protection	28-Aug-14
CPC40110	Certificate IV in Building and Construction (Building)	28-Aug-14
CPC40208	Certificate IV in Building and Construction (Contract Administration)	28-Aug-14
CPC40308	Certificate IV in Building and Construction (Estimating)	28-Aug-14
CPC40408	Certificate IV in Building and Construction (Sales)	28-Aug-14
CPC40508	Certificate IV in Building and Construction (Site Management)	28-Aug-14
CPC40611	Certificate IV in Building and Construction (Specialist Trades)	28-Aug-14
CPC40708	Certificate IV in Building and Construction (Trade Contracting)	28-Aug-14
CPC40808	Certificate IV in Swimming Pool and Spa Building	28-Aug-14
CPC50108	Diploma of Building Surveying	28-Aug-14
CPC50210	Diploma of Building and Construction (Building)	28-Aug-14
CPC50308	Diploma of Building and Construction (Management)	28-Aug-14
CPC50509	Diploma of Fire Systems Design	28-Aug-14
CPC50612	Diploma of Hydraulic Services Design	28-Aug-14
ICT20113	Certificate II in Telecommunications Technology	11-Nov-14
ICT20213	Certificate II in Telecommunications	11-Nov-14
ICT20313	Certificate II in Telecommunications Cabling	11-Nov-14

<b>APPROVED TRAINING SCHEME</b>		<b>DATE OF DETERMINATION</b>
ICT20413	Certificate II in Telecommunications Digital Reception Technology	11-Nov-14
ICT20513	Certificate II in Telecommunications Fixed Wireless and Rigging Installation	11-Nov-14
ICT30113	Certificate III in Broadband and Wireless Networks Technology	11-Nov-14
ICT30213	Certificate III in Telecommunications	11-Nov-14
ICT30313	Certificate III in Telecommunications Cabling	11-Nov-14
ICT30413	Certificate III in Telecommunications Digital Reception Technology	11-Nov-14
ICT30513	Certificate III in Telecommunications Rigging Installation	11-Nov-14
ICT30613	Certificate III in Broadband and Wireless Networks	11-Nov-14
ICT40110	Certificate IV in Optical Networks	11-Nov-14
ICT40210	Certificate IV in Telecommunications Network Engineering	11-Nov-14
ICT40313	Certificate IV in Telecommunications Radio Communications	11-Nov-14
ICT40410	Certificate IV in Radio Frequency Networks	11-Nov-14
ICT40510	Certificate IV in Telecommunications Network Planning	11-Nov-14
ICT40613	Certificate IV in Telecommunications Networks Technology	11-Nov-14
ICT50110	Diploma of Optical Networks	11-Nov-14
ICT50210	Diploma of Telecommunications Network Engineering	11-Nov-14
ICT50310	Diploma of Telecommunications Management	11-Nov-14
ICT50410	Diploma of Radio Frequency Networks	11-Nov-14
ICT50510	Diploma of Telecommunications Planning and Design	11-Nov-14
MSF20113	Certificate II in Furnishing	1-Dec-14
MSF20213	Certificate II in Furniture Finishing	1-Dec-14
MSF20313	Certificate II in Furniture Making	1-Dec-14
MSF20413	Certificate II in Glass and Glazing	1-Dec-14
MSF30113	Certificate III in Furniture Finishing	1-Dec-14
MSF30213	Certificate III in Furniture Making	1-Dec-14
MSF30313	Certificate III in Timber and Composites Machining	1-Dec-14
MSF30413	Certificate III in Glass and Glazing	1-Dec-14
MSF30513	Certificate III in Picture Framing	1-Dec-14
MSF30613	Certificate III in Soft Furnishing	1-Dec-14
MSF30713	Certificate III in Upholstery	1-Dec-14
MSF30813	Certificate III in Flooring Technology	1-Dec-14
MSF30913	Certificate III in Blinds Awnings Security Screens and Grilles	1-Dec-14
MSF31113	Certificate III in Cabinet Making	1-Dec-14
MSF31213	Certificate III in Piano Technology	1-Dec-14
MSF31313	Certificate III in Kitchens and Bathrooms Retail Services	1-Dec-14



<b>APPROVED TRAINING SCHEME</b>		<b>DATE OF DETERMINATION</b>
MSF40213	Certificate IV in Furniture Design and Technology	1-Dec-14
MSF40313	Certificate IV in Design of Kitchens Bathrooms and Interior Spaces	1-Dec-14
MSF40413	Certificate IV in Glass and Glazing	1-Dec-14
MSF50113	Diploma of Stained Glass and Leadlighting	1-Dec-14
MSF50313	Diploma of Furniture Design and Technology	1-Dec-14
PMA20113	Certificate II in Process Plant Operations	12-Nov-14
PMA30113	Certificate III in Process Plant Operations	12-Nov-14
PMA40113	Certificate IV in Process Plant Technology	12-Nov-14
PMA50108	Diploma of Process Plant Technology	12-Nov-14
PMA60108	Advanced Diploma of Process Plant Technology	12-Nov-14
SIF20113	Certificate II in Funeral Operations	10-Dec-14
SIF30113	Certificate II in Cemetery and Crematorium Operations	10-Dec-14
SIF30213	Certificate III in Gravedigging Grounds and Maintenance	10-Dec-14
SIF30313	Certificate III in Funeral Operations	10-Dec-14
SIF40113	Certificate IV in Funeral Services	10-Dec-14
SIF40213	Certificate IV in Embalming	10-Dec-14
SIS20113	Certificate II in Community Activities	3-Jul-14
SIS20213	Certificate II in Outdoor Recreation	3-Jul-14
SIS20313	Certificate II in Sport and Recreation	3-Jul-14
SIS20412	Certificate II in Sport Career Oriented Participation	3-Jul-14
SIS20513	Certificate II in Sport Coaching	3-Jul-14
SIS30113	Certificate III in Aquatics	3-Jul-14
SIS30213	Certificate III in Community Activity Programs	3-Jul-14
SIS30313	Certificate III in Fitness	3-Jul-14
SIS30413	Certificate III in Outdoor Recreation	3-Jul-14
SIS30513	Certificate III in Sport and Recreation	3-Jul-14
SIS30613	Certificate III in Sport Career Oriented Participation	3-Jul-14
SIS30713	Certificate III in Sport Coaching	3-Jul-14
SIS30813	Certificate III in Sports Trainer	3-Jul-14
SIS40113	Certificate IV in Community Recreation	3-Jul-14
SIS40210	Certificate IV in Fitness	3-Jul-14
SIS40313	Certificate IV in Outdoor Recreation	3-Jul-14
SIS40412	Certificate IV in Sport and Recreation	3-Jul-14
SIS40512	Certificate IV in Sport Coaching	3-Jul-14
SIS40612	Certificate IV in Sport Development	3-Jul-14
SIS50213	Diploma of Fitness	3-Jul-14



<b>APPROVED TRAINING SCHEME</b>		<b>DATE OF DETERMINATION</b>
SIS50310	Diploma of Outdoor Recreation	3-Jul-14
SIS50512	Diploma of Sport Coaching	3-Jul-14
SIS50612	Diploma of Sport Development	3-Jul-14
SIT20112	Certificate II in Tourism	4-Feb-14
SIT20213	Certificate II in Hospitality	4-Feb-14
SIT20312	Certificate II in Kitchen Operations	4-Feb-14
SIT20412	Certificate II in Asian Cookery	4-Feb-14
SIT20512	Certificate II in Holiday Parks and Resorts	4-Feb-14
SIT30112	Certificate III in Tourism	4-Feb-14
SIT30513	Certificate III in Guiding	4-Feb-14
SIT30612	Certificate III in Events	4-Feb-14
SIT30713	Certificate III in Hospitality	4-Feb-14
SIT30813	Certificate III in Commercial Cookery	4-Feb-14
SIT30913	Certificate III in Asian Cookery	4-Feb-14
SIT31013	Certificate III in Catering Operations	4-Feb-14
SIT31113	Certificate III in Patisserie	4-Feb-14
SIT31212	Certificate III in Holiday Parks and Resorts	4-Feb-14
SIT31312	Certificate III in Travel	4-Feb-14
SIT40112	Certificate IV in Guiding	4-Feb-14
SIT40212	Certificate IV in Travel and Tourism	4-Feb-14
SIT40313	Certificate IV in Hospitality	4-Feb-14
SIT40413	Certificate IV in Commercial Cookery	4-Feb-14
SIT40513	Certificate IV in Asian Cookery	4-Feb-14
SIT40613	Certificate IV in Catering Operations	4-Feb-14
SIT40713	Certificate IV in Patisserie	4-Feb-14
SIT40812	Certificate IV in Holiday Parks and Resorts	4-Feb-14
UEE20411	Certificate II in Winding and Assembly	3-Jul-14
UEE20511	Certificate II in Computer Assembly and Repair	3-Jul-14
UEE20711	Certificate II in Data and Voice Communications	3-Jul-14
UEE20811	Certificate II in Electrical Wholesaling	3-Jul-14
UEE20911	Certificate II in Electronic Assembly	3-Jul-14
UEE21011	Certificate II in Fire Alarms Servicing	3-Jul-14
UEE21211	Certificate II in Antennae Equipment	3-Jul-14
UEE21311	Certificate II in Remote Area Essential Service	3-Jul-14
UEE21411	Certificate II in Remote Area Power Supply Maintenance	3-Jul-14
UEE21611	Certificate II in Security Assembly and Setup	3-Jul-14

<b>APPROVED TRAINING SCHEME</b>		<b>DATE OF DETERMINATION</b>
UEE21711	Certificate II in Technical Support	3-Jul-14
UEE21911	Certificate II in Electronics	3-Jul-14
UEE22011	Certificate II in Electrotechnology (Career Start)	3-Jul-14
UEE22111	Certificate II in Sustainable Energy (Career Start)	3-Jul-14
UEE30111	Certificate III in Business Equipment	3-Jul-14
UEE30211	Certificate III in Computer Systems Equipment	3-Jul-14
UEE30311	Certificate III in Custom Electronics Installations	3-Jul-14
UEE30411	Certificate III in Data and Voice Communications	3-Jul-14
UEE30611	Certificate III in Electrical Machine Repair	3-Jul-14
UEE30711	Certificate III in Switchgear and Control Gear	3-Jul-14
UEE30811	Certificate III in Electrotechnology Electrician	3-Jul-14
UEE30911	Certificate III in Electronics and Communications	3-Jul-14
UEE31011	Certificate III in Fire Protection Control	3-Jul-14
UEE31111	Certificate III in Gaming Electronics	3-Jul-14
UEE31211	Certificate III in Instrumentation and Control	3-Jul-14
UEE31411	Certificate III in Security Equipment	3-Jul-14
UEE31511	Certificate III in Rail – Communications and Networks	3-Jul-14
UEE32011	Certificate III in Renewable Energy – ELV	3-Jul-14
UEE32111	Certificate III in Appliance Service	3-Jul-14
UEE32211	Certificate III in Air-conditioning and Refrigeration	3-Jul-14
UEE33011	Certificate III in Electrical Fitting	3-Jul-14
UEE40111	Certificate IV in Computer Systems	3-Jul-14
UEE40211	Certificate IV in Electrical – Data and Voice Communications	3-Jul-14
UEE40311	Certificate IV in Electrical Installation Inspection and Audits	3-Jul-14
UEE40411	Certificate IV in Electrical – Instrumentation	3-Jul-14
UEE40511	Certificate IV in Electrical – Air-conditioning Systems	3-Jul-14
UEE40611	Certificate IV in Electrotechnology – Systems Electrician	3-Jul-14
UEE40711	Certificate IV in Electronics and Communications	3-Jul-14
UEE40811	Certificate IV in Electrical – Fire Protection Control Systems	3-Jul-14
UEE40911	Certificate IV in Industrial Electronics and Control	3-Jul-14
UEE41011	Certificate IV in Energy Management and Control	3-Jul-14
UEE41111	Certificate IV in Electrical – Lift Systems	3-Jul-14
UEE41211	Certificate IV in Electrical – Rail Signalling	3-Jul-14
UEE41511	Certificate IV in Video and Audio Systems	3-Jul-14
UEE41611	Certificate IV in Renewable Energy	3-Jul-14
UEE41711	Certificate IV in Rail – Communications and Network Systems	3-Jul-14

<b>APPROVED TRAINING SCHEME</b>		<b>DATE OF DETERMINATION</b>
UEE41911	Certificate IV in Electrical – Renewable Energy	3-Jul-14
UEE42011	Certificate IV in Electrical – Photovoltaic Systems	3-Jul-14
UEE42111	Certificate IV in Electrotechnology – Electrical Contracting	3-Jul-14
UEE42211	Certificate IV in Instrumentation and Control	3-Jul-14
UEE42611	Certificate IV in Hazardous areas – Electrical	3-Jul-14
UEE42711	Certificate IV in Air-conditioning and Refrigeration Servicing	3-Jul-14
UEE42811	Certificate IV in Air-conditioning Systems Energy Management and Control	3-Jul-14
UEE42911	Certificate IV in Refrigeration and Air-conditioning Systems	3-Jul-14
UEE50111	Diploma of Computer Systems Engineering	3-Jul-14
UEE50211	Diploma of Electrical and Instrumentation	3-Jul-14
UEE50311	Diploma of Electrical and Refrigeration and Air-conditioning	3-Jul-14
UEE50411	Diploma of Electrical Engineering	3-Jul-14
UEE50511	Diploma of Electronics and Communications Engineering	3-Jul-14
UEE50711	Diploma of Renewable Energy Engineering	3-Jul-14
UEE50811	Diploma of Research and Development	3-Jul-14
UEE50911	Diploma of Industrial Electronics and Control Engineering	3-Jul-14
UEE51011	Diploma of Instrumentation and Control Engineering	3-Jul-14
UEE51111	Diploma of Engineering Technology – Refrigeration and Air-conditioning	3-Jul-14
UEE51211	Diploma of Air-conditioning and Refrigeration Engineering	3-Jul-14
UEE60211	Advanced Diploma of Electronics and Communications Engineering	3-Jul-14
UEE60411	Advanced Diploma of Computer Systems Engineering	3-Jul-14
UEE60611	Advanced Diploma of Industrial Electronics and Control Engineering	3-Jul-14
UEE60911	Advanced Diploma of Renewable Energy Engineering	3-Jul-14
UEE61111	Advanced Diploma of Automated Systems Maintenance Engineering	3-Jul-14
UEE61211	Advanced Diploma of Engineering Explosion protection	3-Jul-14
UEE61511	Advanced Diploma of Instrumentation and Control Engineering	3-Jul-14
UEE61711	Advanced Diploma of Engineering Technology – Electronic	3-Jul-14
UEE61811	Advanced Diploma of Engineering Technology – Computer Systems	3-Jul-14
UEE62011	Advanced Diploma of Engineering Technology – Renewable Energy	3-Jul-14
UEE62111	Advanced Diploma of Engineering Technology – Electrical	3-Jul-14
UEE62211	Advanced Diploma of Electrical – Engineering	3-Jul-14
UEE62311	Advanced Diploma of Electrical Engineering – Coal Mining	3-Jul-14

APPROVED TRAINING SCHEME		DATE OF DETERMINATION
UEE62411	Advanced Diploma of Engineering Technology – Air-conditioning and Refrigeration	3-Jul-14
UEE62511	Advanced Diploma of Air-conditioning and Refrigeration Engineering	3-Jul-14

Details of the approved training schemes can be obtained from the Victorian Registration and Qualification Authority, GPO Box 2317, Melbourne, Victoria 3001. Web: <http://www.vrqa.vic.gov.au/apptrain/Pages/appdefault.aspx>. Email: [vrqa.apprenticeships@edumail.vic.gov.au](mailto:vrqa.apprenticeships@edumail.vic.gov.au). Telephone: 1300 722 603.

### Electricity Industry Act 2000

#### BLUE NRG STANDING OFFER TERMS AND CONDITIONS – NEW SOUTH WALES AND VICTORIA

#### 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, [bluenrg.com.au](http://bluenrg.com.au)

#### 1. THE PARTIES

This contract is between:

Blue NRG Pty Ltd who sells energy to you at your premises (in this contract referred to as 'we', 'our' or 'us'); and

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 Rule.

#### **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
- 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 notice stating that 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 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 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, and 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. PRICES 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 tariff 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.

**Note for Victorian customers:**

Customers in Victoria are not required to pay for a meter check or test in advance.

- 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 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 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 a 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 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 Illegal use of energy**

You must not, and must take reasonable steps to ensure that 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 two 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
- b) That if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman of New South Wales (New South Wales customers) or the Energy and Water Ombudsman of Victoria (Victorian customers).

## **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 New South Wales govern this contract for customers in New South Wales, and the laws of Victoria govern this contract for customers in Victoria.

**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 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 13 October 2014 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.

**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.



## Electricity Industry Act 2000

QENERGY LTD ABN 58 120 124 101

Standing Offer Terms and Conditions

pursuant to section 35 of the **Electricity Industry Act 2000**

Effective 13 March 2015

### 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.qenergy.com.au](http://www.qenergy.com.au)

### 1 THE PARTIES

This contract is between:

Qenergy Limited (ABN 58 120 124 101) who sells energy to you at your premises (in this contract referred to as 'we', 'our' or 'us'); and

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.

<b>Note for Victorian customers:</b> There are no gas customer connection contracts in Victoria.
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## 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 Code); 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.

**Note for Victorian customers:** Customers in Victoria are not required to pay for a meter check or test in advance.

- (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 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 13 October 2014 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;

**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.

**Geographic Place Names Act 1998****NOTICE OF REGISTRATION OF GEOGRAPHIC NAMES**

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

Feature Naming:

<b>Place Name</b>	<b>Naming Authority and Location</b>
Ballarat Avenue of Honour Overpass	VicRoads Located on the Western Highway at the intersection of Remembrance Drive, near Burrumbeet. For further details see map at <a href="http://www.dtpli.vic.gov.au/namingplaces">www.dtpli.vic.gov.au/namingplaces</a>
Woods Point (The Adit) Neighbourhood Safer Place	Country Fire Authority Located at Woods Point, The Adit.

Road Naming:

<b>Change Request Number</b>	<b>Road Name</b>	<b>Locality</b>	<b>Naming Authority and Location</b>
49901	Elmwood Circuit	Wodonga	Wodonga City Council The road traverses west from Beechworth Road.
73640	Thynes Road	Mount Egerton	Moorabool Shire Council Formerly known as Bungal Dam Access Road. The road traverses west from Egerton–Ballark Road.
80119	Pimelea Lane	Heidelberg Heights	Banyule City Council The road traverses east from Elliott Street.
80120	Cassinia Lane	Ivanhoe	Banyule City Council The road traverses south from Jellicoe Street.

Office of Geographic Names

Land Victoria  
570 Bourke Street  
Melbourne 3000

JOHN E. TULLOCH  
Registrar of Geographic Names

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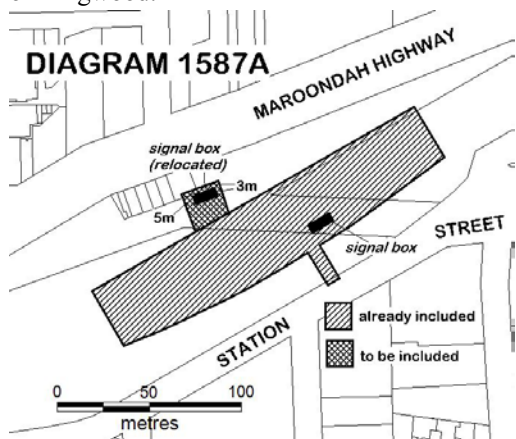
**Heritage Act 1995**

**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 modifying Heritage Register Number H1587 in the category described as Heritage Place.

Ringwood Railway Station  
130–136 Maroondah Highway  
Ringwood  
Maroondah City

All of the place shown hatched on Diagram 1587A, plus the area shown cross-hatched, encompassing parts of Lot 1 on Title Plan 875874, Lot 1 on Lodged Plan 76330, Crown Allotment 2115 and Crown Allotment 11J Parish of Ringwood.



Dated 12 February 2015

TIM SMITH  
Executive Director

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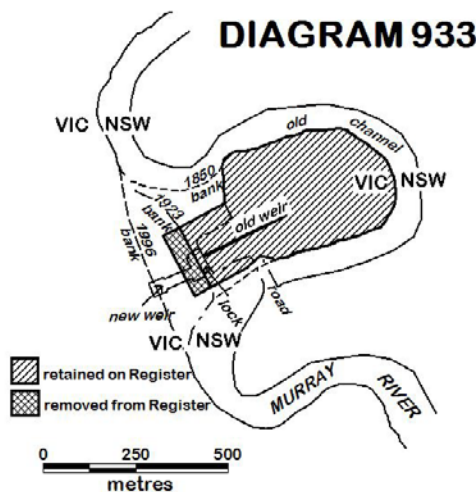
**Heritage Act 1995**

**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 modifying Heritage Register Number H0993 in the category described as Heritage Place.

Torrumbarry Weir Lock Chamber, Steam Boiler and Steam Winch Complex  
Torrumbarry Weir Road  
Patho  
Campaspe Shire

Retention in the Heritage Register of all of the place shown hatched on Diagram 993 encompassing all of Crown Allotment 35C, Section D, Parish of Patho, part of Crown Allotment 35B, Section D, Parish of Patho, and part of Crown Allotment 2052, Parish of Patho, and removal from the Heritage Register of the area shown cross-hatched on Diagram 933.



Dated 12 February 2015

TIM SMITH  
Executive Director

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**Heritage Act 1995**

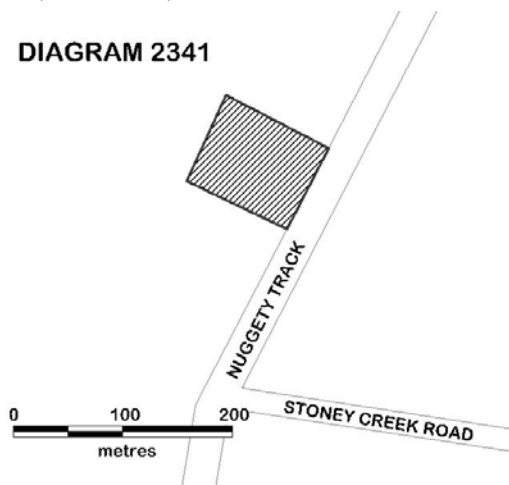
**NOTICE OF REGISTRATION**

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 H2341 in the categories described as Heritage Place and Archaeological Place.

Stony Creek School Reserve  
Nuggetty Track  
Stony Creek  
Central Goldfields Shire

All of the place shown hatched on Diagram 2341 encompassing all of Crown Allotment 30E, Section 11, Parish of Amherst.

**DIAGRAM 2341**



Dated 12 February 2015

TIM SMITH  
Executive Director

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VICTORIA

**Heritage Act 1995**

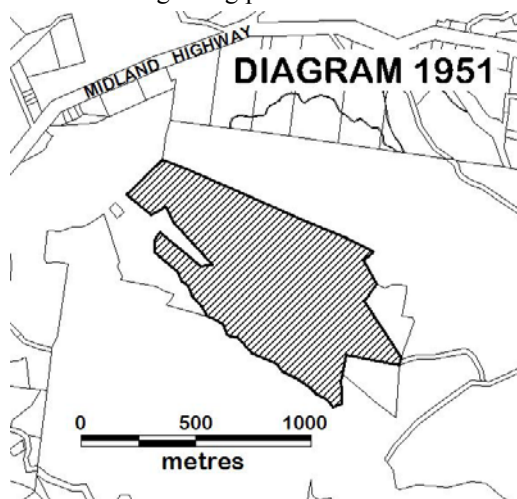
**NOTICE OF REGISTRATION**

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 H1951 in the category described as Heritage Place.

Sawpit Gully Nursery and Plantation  
Sawpit Gully Road  
Creswick  
Hepburn Shire

All of the place shown hatched on Diagram 1951 encompassing part of Crown Allotment 2058 Parish of Creswick, beginning at a point with the coordinates 143.910417° east and 37.417804° south along the boundary of Crown Allotment 2058 to 143.920733° 37.422953°, to 143.920113° 37.423618°, along the boundary of Crown Allotment 2058 to 143.921722° 37.426180°, to 143.919113° 37.425679°, to 143.918908° 37.426454°, along the boundary of Crown Allotment 2058 to 143.918800°

37.426684°, to 143.918106° 37.427434°, along the boundary of Crown Allotment 2058 to 143.912331° 37.424001°, to 143.912105° 37.423635°, to 143.911654° 37.423207°, to 143.911460° 37.422768°, to 143.911145° 37.422620°, to 143.910970° 37.422235°, to 143.909856° 37.421448°, to 143.909869° 37.420954°, to 143.910177° 37.420676°, to 143.912139° 37.422039°, to 143.912694° 37.421979°, to 143.910854° 37.420309°, to 143.910482° 37.419673°, to 143.909738° 37.419967°, to 143.908581° 37.419126° and then to the beginning point.



Dated 12 February 2015

TIM SMITH  
Executive Director

**Land Acquisition and Compensation Act 1986**

**FORM 7**

S. 21(a)  
Reg. 16

**Notice of Acquisition**

**Compulsory Acquisition of Interest in Land**

Grampians Wimmera Mallee Water Corporation of 11 McLachlan Street, Horsham, Victoria 3400, declares that by this notice it acquires the following interest in the form of an easement over the land described as Certificates of Title part of Crown Allotment A74 Parish Landsborough Volume 4157 Folio 366, part of Crown Allotment 2004 Parish of Landsborough Volume 10998 Folio 170, part

of Crown Allotment A49 Parish of Landsborough Volume 4618 Folio 455 and part of Crown Allotment A61 Parish of Landsborough Volume 3926 Folio 198.

The description of the land set out above is for the purpose of a water supply tank site and water supply easements over the described land. A copy of the document called Landsborough Valley Water Supply Pipeline Project is available for perusal at the office of Grampians Wimmera Mallee Water Corporation of 11 McLachlan Street, Horsham, Victoria 3400.

Published with the authority of Grampians Wimmera Mallee Water Corporation.

Signed MARK WILLIAMS  
Authorised Officer of the Authority  
Name Mark Williams  
Position Managing Director,  
Grampians Wimmera Mallee Water Corporation  
Dated 12 February 2015

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### **Marine Safety Act 2010**

Section 208(2)

#### NOTICE OF ACTIVITY EXCLUSION ZONE

In accordance with section 208(2) of the **Marine Safety Act 2010**, Parks Victoria (the waterway manager for the Yarra River upstream of the port waters of the Port of Melbourne) gives notice that the waters of the Yarra River between the downstream edge of King Street Bridge and the upstream edge of Queens Bridge are prohibited to all persons and vessels not registered to take part in the Chinese New Year and Lunar New Year Fireworks Displays.

The exclusion zone takes effect between 8.45 pm to 10.30 pm on Saturday 14 February and from 8.45 pm to 10.30 pm on Saturday 21 February 2015.

Dated 12 February 2015

ROSS WILLIAMSON  
As delegate of Parks Victoria

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### **Marine Safety Act 2010**

#### NOTICE OF BOATING ACTIVITY EXCLUSION ZONE

Parks Victoria, the waterway manager for Lake Moodemere (under the **Marine Act 1988**), hereby gives notice under section 208(2) of the **Marine Safety Act 2010** that all persons and vessels not participating in the Moodemere Slalom Classic for the dates and times below are prohibited from entering or remaining in the waters of Lake Moodemere.

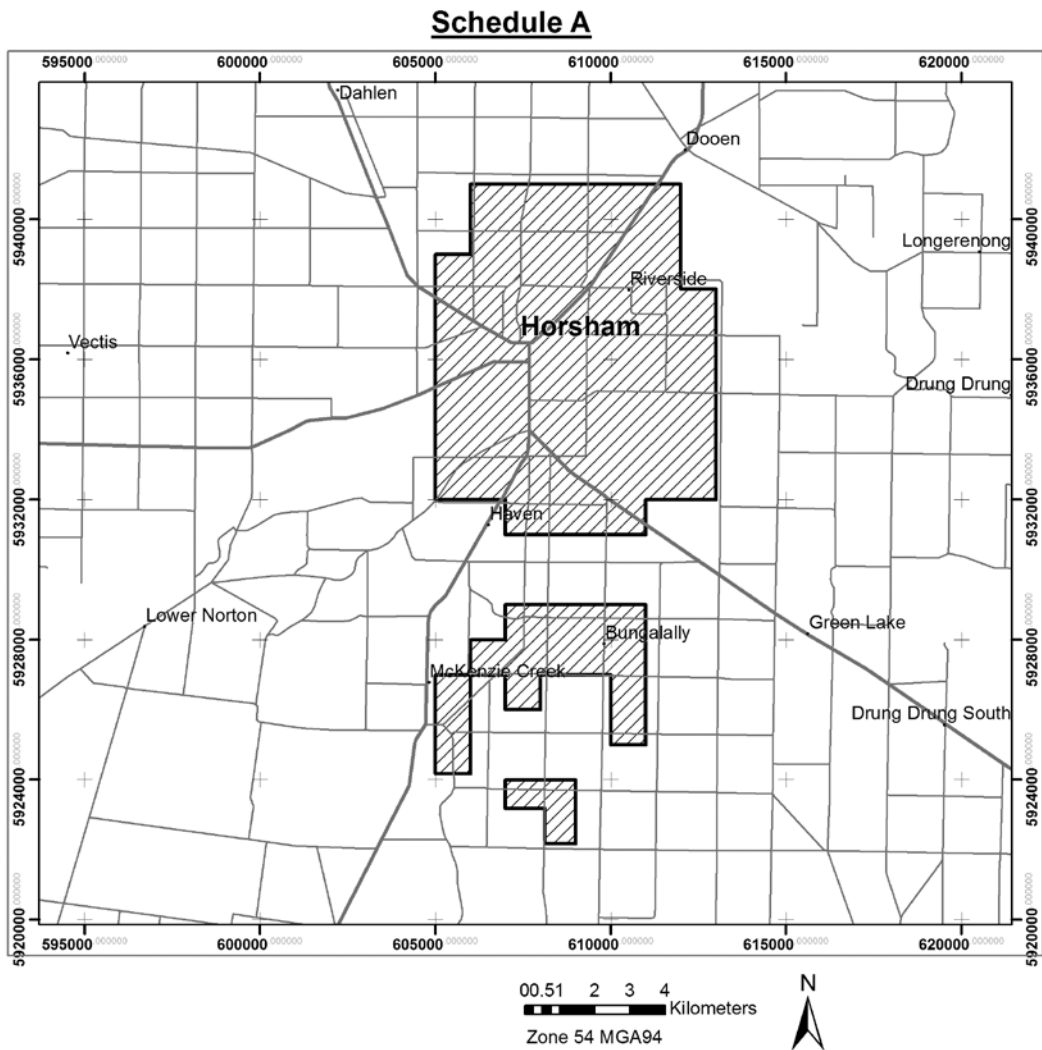
The exclusion zones take effect between 8.00 am and 8.00 pm on 20, 21 and 23 February 2015.  
Dated 3 February 2015

DANIEL McLAUGHLIN  
District Manager Northern Rivers as delegate of Parks Victoria

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**Mineral Resources (Sustainable Development) Act 1990**  
EXEMPTION OF LAND FROM AN EXPLORATION, MINING, RETENTION OR  
PROSPECTING LICENCE

I, Ross McGowan, Executive Director, Earth Resources Regulation, pursuant to section 7 of the **Mineral Resources (Sustainable Development) Act 1990** and under delegation of the Minister for Energy and Resources, hereby exempt all that land situated within the boundaries of hatched area on attached Schedule A, being former EL5446 and former EL5305, from being subject to a licence.



Dated 4 February 2015

ROSS MCGOWAN  
Executive Director, Earth Resources Regulation

**Professional Standards Act 2003**NOTIFICATION PURSUANT TO SECTION 34(2)  
THE LAW INSTITUTE OF VICTORIA LIMITED SCHEME

I, Martin Pakula MP, Attorney-General, pursuant to section 34(2) of the **Professional Standards Act 2003**, give notice that I have extended the period for which the Law Institute of Victoria Limited Scheme is in force to 30 June 2016.

Dated 30 January 2015

MARTIN PAKULA MP  
Attorney-General

**Public Holidays Act 1993**

I, Adem Somyurek, Minister for Small Business, Innovation and Trade, under section 8A of the **Public Holidays Act 1993**, declare –

- Tuesday 3 November 2015 is not a public holiday in the City of Greater Geelong.
- Wednesday 21 October 2015 is a public holiday in the City of Greater Geelong to celebrate Geelong Cup Day.

Dated 29 January 2015

THE HON. ADEM SOMYUREK MP  
Minister for Small Business, Innovation and Trade

**Plant Biosecurity Act 2010**

## NOTICE OF EXTENSION

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

I, Jaala Pulford, Minister for Agriculture, 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
Gol Gol (NSW)	10 February 2011	14 February 2011	10 February 2015
Kerang	10 February 2013	14 February 2013	10 February 2015
Lake Boga West	10 February 2014	20 February 2014	10 February 2015
Mildura North	10 February 2014	20 February 2014	10 February 2015
Swan Hill	14 February 2012	23 February 2012	14 February 2015
Swan Hill North	10 February 2014	20 February 2014	10 February 2015

The Orders were published in the Victoria 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.ecodev.vic.gov.au](http://www.ecodev.vic.gov.au)

Dated 5 February 2015

HON. JAALA PULFORD MP  
Minister for Agriculture



**Plant Biosecurity Act 2010****ORDER DECLARING A RESTRICTED AREA IN VICTORIA AT MURRABIT EAST  
FOR THE CONTROL OF QUEENSLAND FRUIT FLY**

I, Jaala Pulford, Minister for Agriculture, under section 32 of the **Plant Biosecurity Act 2010** make the following Order declaring a restricted area for the control of Queensland Fruit Fly and specifying the prohibitions, restrictions and requirements which are to operate in the restricted area.

Dated 5 February 2015

HON. JAALA PULFORD MP  
Minister for Agriculture

**1. Objective**

The objective of this Order is to declare a restricted area for the control of Queensland Fruit Fly in Victoria, at Murrabit East, and to specify the prohibitions, restrictions and requirements which are to operate in the restricted area.

**2. Authorising provisions**

This Order is made under section 32 of the **Plant Biosecurity Act 2010**.

**3. Definition**

In this Order –

‘**accreditation program**’ means any program under which a person is permitted to issue an assurance certificate, including any procedures available under the Interstate Certification Assurance (ICA) Scheme;

‘**Act**’ means the **Plant Biosecurity Act 2010**;

‘**authorised person**’ means a person authorised by the Department of Economic Development, Jobs, Transport and Resources;

‘**inspector**’ means a person authorised as an inspector under the Act;

‘**Queensland Fruit Fly**’ means the exotic pest *Bactrocera tryoni* (Froggatt); and

‘**Queensland Fruit Fly host material**’ means any fruit or vegetable listed in Schedule 1.

**4. Restricted area for the control of Queensland Fruit Fly**

The restricted area for the control of Queensland Fruit Fly is declared to be the area described in Schedule 2.

**5. Prohibitions, restrictions and requirements**

(1) The removal from the restricted area into any part of Victoria of any Queensland Fruit Fly host material is prohibited.

(2) Subclause (1) does not apply if the Queensland Fruit Fly host material is –

(a) packed, labelled and certified in accordance with any conditions prescribed by an accreditation program administered by the Department of Economic Development, Jobs, Transport and Resources; or

(b) accompanied by a plant health declaration issued by an authorised person declaring that the host material has been treated in a manner approved by the Chief Plant Health Officer; or

(c) accompanied by a plant health certificate issued by an inspector certifying that the host material has been treated in a manner approved by the Chief Plant Health Officer.

(3) The owners and occupiers of land described in Schedule 3 must give an inspector access to such land for the purposes of inspection, deployment of any lures or traps, application of any treatment or performance of any other actions which are necessary for the eradication or prevention of spread of the pest.

- (4) The owners or occupiers of land described in Schedule 3 must, on instruction from an inspector, strip Queensland Fruit Fly host materials from plants, collect and dispose of waste material, or treat the material in a manner approved by the Chief Plant Health Officer.

## 6. Verification of Consignments

Any Queensland Fruit Fly host material removed from the restricted area in accordance with clause 5(2), and the accompanying certificate or declaration, must be:

- (1) presented to an inspector for inspection; or
- (2) verified by a person accredited to do so by the Department of Economic Development, Jobs, Transport and Resources.

### Schedule 1

Abiu	Eggplant	Nectarine
Acerola	Feijoa	Orange
Apple	Fig	Passionfruit
Apricot	Goji Berry	Pawpaw
Avocado	Granadilla	Peach
Babaco	Grape	Peacharine
Banana	Grapefruit	Pear
Black Sapote	Grumichama	Pepino
Blackberry	Guava	Persimmon
Blueberry	Hog Plum	Plum
Boysenberry	Jaboticaba	Plumcot
Brazil Cherry	Jackfruit	Pomegranate
Breadfruit	Jew Plum	Prickly Pear
Caimito (Star Apple)	Ju Jube	Pummelo
Cape Gooseberry	Kiwifruit	Quince
Capsicum	Lemon	Rambutan
Carambola (Starfruit)	Lime	Raspberry
Cashew Apple	Loganberry	Rollinia
Casimiroa (White Sapote)	Longan	Santal
Cherimoya	Loquat	Sapodilla
Cherry	Lychee	Shaddock
Chilli	Mandarin	Soursop
Citron	Mango	Strawberry
Cocoa Berry	Mangosteen	Sweetsop (Sugar Apple)
Cumquat	Medlar	Tamarillo
Custard Apple	Miracle Fruit	Tangelo
Date	Mulberry	Tomato
Durian	Nashi	Wax Jambu (Rose Apple)

### Schedule 2

The area of land in Victoria within a radius of fifteen kilometres of the outbreak epicentre at 143.98056° east, 35.54253° south.

### Schedule 3

The area of land in Victoria within a radius of one and a half kilometres of the outbreak epicentre at 143.98056° east, 35.54253° south.

Note: Section 33 of the **Plant Biosecurity Act 2010** provides that a person is guilty of an offence and liable for a penalty not exceeding 60 penalty units in the case of a natural person, and 300 penalty units in the case of a body corporate, for moving any host material from a restricted area contrary to any restrictions, unless authorised to do so by a permit issued by an Inspector.

**Plant Biosecurity Act 2010****ORDER DECLARING A RESTRICTED AREA IN VICTORIA AT MILDURA  
FOR THE CONTROL OF QUEENSLAND FRUIT FLY**

I, Jaala Pulford, Minister for Agriculture, under section 32 of the **Plant Biosecurity Act 2010** make the following Order declaring a restricted area for the control of Queensland Fruit Fly and specifying the prohibitions, restrictions and requirements which are to operate in the restricted area.

Dated 5 February 2015

HON. JAALA PULFORD MP  
Minister for Agriculture

**1. Objective**

The objective of this Order is to declare a restricted area for the control of Queensland Fruit Fly in Victoria, at Mildura, and to specify the prohibitions, restrictions and requirements which are to operate in the restricted area.

**2. Authorising provisions**

This Order is made under section 32 of the **Plant Biosecurity Act 2010**.

**3. Definition**

In this Order –

‘**accreditation program**’ means any program under which a person is permitted to issue an assurance certificate, including any procedures available under the Interstate Certification Assurance (ICA) Scheme;

‘**Act**’ means the **Plant Biosecurity Act 2010**;

‘**authorised person**’ means a person authorised by the Department of Economic Development, Jobs, Transport and Resources;

‘**inspector**’ means a person authorised as an inspector under the Act;

‘**Queensland Fruit Fly**’ means the exotic pest *Bactrocera tryoni* (Froggatt); and

‘**Queensland Fruit Fly host material**’ means any fruit or vegetable listed in Schedule 1.

**4. Restricted area for the control of Queensland Fruit Fly**

The restricted area for the control of Queensland Fruit Fly is declared to be the area described in Schedule 2.

**5. Prohibitions, restrictions and requirements**

(1) The removal from the restricted area into any part of Victoria of any Queensland Fruit Fly host material is prohibited.

(2) Subclause (1) does not apply if the Queensland Fruit Fly host material is –

(a) packed, labelled and certified in accordance with any conditions prescribed by an accreditation program administered by the Department of Economic Development, Jobs, Transport and Resources; or

(b) accompanied by a plant health declaration issued by an authorised person declaring that the host material has been treated in a manner approved by the Chief Plant Health Officer; or

(c) accompanied by a plant health certificate issued by an inspector certifying that the host material has been treated in a manner approved by the Chief Plant Health Officer.

(3) The owners and occupiers of land described in Schedule 3 must give an inspector access to such land for the purposes of inspection, deployment of any lures or traps, application of any treatment or performance of any other actions which are necessary for the eradication or prevention of spread of the pest.

- (4) The owners or occupiers of land described in Schedule 3 must, on instruction from an inspector, strip Queensland Fruit Fly host materials from plants, collect and dispose of waste material, or treat the material in a manner approved by the Chief Plant Health Officer.

## 6. Verification of Consignments

Any Queensland Fruit Fly host material removed from the restricted area in accordance with clause 5(2), and the accompanying certificate or declaration, must be:

- (1) presented to an inspector for inspection; or
- (2) verified by a person accredited to do so by the Department of Economic Development, Jobs, Transport and Resources.

### Schedule 1

Abiu	Eggplant	Nectarine
Acerola	Feijoa	Orange
Apple	Fig	Passionfruit
Apricot	Goji Berry	Pawpaw
Avocado	Granadilla	Peach
Babaco	Grape	Peacharine
Banana	Grapefruit	Pear
Black Sapote	Grumichama	Pepino
Blackberry	Guava	Persimmon
Blueberry	Hog Plum	Plum
Boysenberry	Jaboticaba	Plumcot
Brazil Cherry	Jackfruit	Pomegranate
Breadfruit	Jew Plum	Prickly Pear
Caimito (Star Apple)	Ju jube	Pummelo
Cape Gooseberry	Kiwifruit	Quince
Capsicum	Lemon	Rambutan
Carambola (Starfruit)	Lime	Raspberry
Cashew Apple	Loganberry	Rollinia
Casimiroa (White Sapote)	Longan	Santal
Cherimoya	Loquat	Sapodilla
Cherry	Lychee	Shaddock
Chilli	Mandarin	Soursop
Citron	Mango	Strawberry
Cocoa Berry	Mangosteen	Sweetsop (Sugar Apple)
Cumquat	Medlar	Tamarillo
Custard Apple	Miracle Fruit	Tangelo
Date	Mulberry	Tomato
Durian	Nashi	Wax jambu (Rose Apple)

### Schedule 2

The area of land in Victoria within a radius of fifteen kilometres of the outbreak epicentre at 142.14209° east, 34.21388° south.

### Schedule 3

The area of land in Victoria within a radius of one and a half kilometres of the outbreak epicentre at 142.14209° east, 34.21388° south.

Note: Section 33 of the **Plant Biosecurity Act 2010** provides that a person is guilty of an offence and liable for a penalty not exceeding 60 penalty units in the case of a natural person, and 300 penalty units in the case of a body corporate, for moving any host material from a restricted area contrary to any restrictions, unless authorised to do so by a permit issued by an Inspector.

**Plant Biosecurity Act 2010****ORDER DECLARING A RESTRICTED AREA IN VICTORIA AT MILDURA  
FOR THE CONTROL OF QUEENSLAND FRUIT FLY**

I, Jaala Pulford, Minister for Agriculture, under section 32 of the **Plant Biosecurity Act 2010** make the following Order declaring a restricted area for the control of Queensland Fruit Fly and specifying the prohibitions, restrictions and requirements which are to operate in the restricted area.

Dated 5 February 2015

HON. JAALA PULFORD MP  
Minister for Agriculture

**1. Objective**

The objective of this Order is to declare a restricted area for the control of Queensland Fruit Fly in Victoria, at Mildura, and to specify the prohibitions, restrictions and requirements which are to operate in the restricted area.

**2. Authorising provisions**

This Order is made under section 32 of the **Plant Biosecurity Act 2010**.

**3. Definition**

In this Order –

‘**accreditation program**’ means any program under which a person is permitted to issue an assurance certificate, including any procedures available under the Interstate Certification Assurance (ICA) Scheme;

‘**Act**’ means the **Plant Biosecurity Act 2010**;

‘**authorised person**’ means a person authorised by the Department of Economic Development, Jobs, Transport and Resources;

‘**inspector**’ means a person authorised as an inspector under the Act;

‘**Queensland Fruit Fly**’ means the exotic pest *Bactrocera tryoni* (Froggatt); and

‘**Queensland Fruit Fly host material**’ means any fruit or vegetable listed in Schedule 1.

**4. Restricted area for the control of Queensland Fruit Fly**

The restricted area for the control of Queensland Fruit Fly is declared to be the area described in Schedule 2.

**5. Prohibitions, restrictions and requirements**

(1) The removal from the restricted area into any part of Victoria of any Queensland Fruit Fly host material is prohibited.

(2) Subclause (1) does not apply if the Queensland Fruit Fly host material is –

(a) packed, labelled and certified in accordance with any conditions prescribed by an accreditation program administered by the Department of Economic Development, Jobs, Transport and Resources; or

(b) accompanied by a plant health declaration issued by an authorised person declaring that the host material has been treated in a manner approved by the Chief Plant Health Officer; or

(c) accompanied by a plant health certificate issued by an inspector certifying that the host material has been treated in a manner approved by the Chief Plant Health Officer.

(3) The owners and occupiers of land described in Schedule 3 must give an inspector access to such land for the purposes of inspection, deployment of any lures or traps, application of any treatment or performance of any other actions which are necessary for the eradication or prevention of spread of the pest.

- (4) The owners or occupiers of land described in Schedule 3 must, on instruction from an inspector, strip Queensland Fruit Fly host materials from plants, collect and dispose of waste material, or treat the material in a manner approved by the Chief Plant Health Officer.

## 6. Verification of Consignments

Any Queensland Fruit Fly host material removed from the restricted area in accordance with clause 5(2), and the accompanying certificate or declaration, must be:

- (1) presented to an inspector for inspection; or
- (2) verified by a person accredited to do so by the Department of Economic Development, Jobs, Transport and Resources.

### Schedule 1

Abiu	Eggplant	Nectarine
Acerola	Feijoa	Orange
Apple	Fig	Passionfruit
Apricot	Goji Berry	Pawpaw
Avocado	Granadilla	Peach
Babaco	Grape	Peacharine
Banana	Grapefruit	Pear
Black Sapote	Grumichama	Pepino
Blackberry	Guava	Persimmon
Blueberry	Hog Plum	Plum
Boysenberry	Jaboticaba	Plumcot
Brazil Cherry	Jackfruit	Pomegranate
Breadfruit	Jew Plum	Prickly Pear
Caimito (Star Apple)	Ju Jube	Pummelo
Cape Gooseberry	Kiwifruit	Quince
Capsicum	Lemon	Rambutan
Carambola (Starfruit)	Lime	Raspberry
Cashew Apple	Loganberry	Rollinia
Casimiroa (White Sapote)	Longan	Santol
Cherimoya	Loquat	Sapodilla
Cherry	Lychee	Shaddock
Chilli	Mandarin	Soursop
Citron	Mango	Strawberry
Cocoa Berry	Mangosteen	Sweetsop (Sugar Apple)
Cumquat	Medlar	Tamarillo
Custard Apple	Miracle Fruit	Tangelo
Date	Mulberry	Tomato
Durian	Nashi	Wax Jambu (Rose Apple)

### Schedule 2

The area of land in Victoria within a radius of fifteen kilometres of the outbreak epicentre at 142.13379° east, 34.16799° south.

### Schedule 3

The area of land in Victoria within a radius of one and a half kilometres of the outbreak epicentre at 142.13379° east, 34.16799° south.

Note: Section 33 of the **Plant Biosecurity Act 2010** provides that a person is guilty of an offence and liable for a penalty not exceeding 60 penalty units in the case of a natural person, and 300 penalty units in the case of a body corporate, for moving any host material from a restricted area contrary to any restrictions, unless authorised to do so by a permit issued by an Inspector.

**Plant Biosecurity Act 2010****ORDER DECLARING A RESTRICTED AREA IN VICTORIA, NEAR MONAK (NSW),  
FOR THE CONTROL OF QUEENSLAND FRUIT FLY**

I, Jaala Pulford, Minister for Agriculture, under section 32 of the **Plant Biosecurity Act 2010** make the following Order declaring a restricted area for the control of Queensland Fruit Fly and specifying the prohibitions, restrictions and requirements which are to operate in the restricted area.

Dated 5 February 2015

HON. JAALA PULFORD MP  
Minister for Agriculture

**1. Objective**

The objective of this Order is to declare a restricted area for the control of Queensland Fruit Fly in Victoria, near Monak (NSW), and to specify the prohibitions, restrictions and requirements which are to operate in the restricted area.

**2. Authorising provisions**

This Order is made under section 32 of the **Plant Biosecurity Act 2010**.

**3. Definition**

In this Order –

‘**accreditation program**’ means any program under which a person is permitted to issue an assurance certificate, including any procedures available under the Interstate Certification Assurance (ICA) Scheme;

‘**Act**’ means the **Plant Biosecurity Act 2010**;

‘**authorised person**’ means a person authorised by the Department of Economic Development, Jobs, Transport and Resources;

‘**inspector**’ means a person authorised as an inspector under the Act;

‘**Queensland Fruit Fly**’ means the exotic pest *Bactrocera tryoni* (Froggatt); and

‘**Queensland Fruit Fly host material**’ means any fruit or vegetable listed in Schedule 1.

**4. Restricted area for the control of Queensland Fruit Fly**

The restricted area for the control of Queensland Fruit Fly is declared to be the area described in Schedule 2.

**5. Prohibitions, restrictions and requirements**

(1) The removal from the restricted area into any part of Victoria of any Queensland Fruit Fly host material is prohibited.

(2) Subclause (1) does not apply if the Queensland Fruit Fly host material is –

(a) packed, labelled and certified in accordance with any conditions prescribed by an accreditation program administered by the Department of Economic Development, Jobs, Transport and Resources; or

(b) accompanied by a plant health declaration issued by an authorised person declaring that the host material has been treated in a manner approved by the Chief Plant Health Officer; or

(c) accompanied by a plant health certificate issued by an inspector certifying that the host material has been treated in a manner approved by the Chief Plant Health Officer.

(3) The owners and occupiers of land described in Schedule 3 must give an inspector access to such land for the purposes of inspection, deployment of any lures or traps, application of any treatment or performance of any other actions which are necessary for the eradication or prevention of spread of the pest.

- (4) The owners or occupiers of land described in Schedule 3 must, on instruction from an inspector, strip Queensland Fruit Fly host materials from plants, collect and dispose of waste material, or treat the material in a manner approved by the Chief Plant Health Officer.

## 6. Verification of Consignments

Any Queensland Fruit Fly host material removed from the restricted area in accordance with clause 5(2), and the accompanying certificate or declaration, must be:

- (1) presented to an inspector for inspection; or
- (2) verified by a person accredited to do so by the Department of Economic Development, Jobs, Transport and Resources.

### Schedule 1

Abiu	Eggplant	Nectarine
Acerola	Feijoa	Orange
Apple	Fig	Passionfruit
Apricot	Goji Berry	Pawpaw
Avocado	Granadilla	Peach
Babaco	Grape	Peacharine
Banana	Grapefruit	Pear
Black Sapote	Grumichama	Pepino
Blackberry	Guava	Persimmon
Blueberry	Hog Plum	Plum
Boysenberry	Jaboticaba	Plumcot
Brazil Cherry	Jackfruit	Pomegranate
Breadfruit	Jew Plum	Prickly Pear
Caimito (Star Apple)	Ju Jube	Pummelo
Cape Gooseberry	Kiwifruit	Quince
Capsicum	Lemon	Rambutan
Carambola (Starfruit)	Lime	Raspberry
Cashew Apple	Loganberry	Rollinia
Casimiroa (White Sapote)	Longan	Santol
Cherimoya	Loquat	Sapodilla
Cherry	Lychee	Shaddock
Chilli	Mandarin	Soursop
Citron	Mango	Strawberry
Cocoa Berry	Mangosteen	Sweetsop (Sugar Apple)
Cumquat	Medlar	Tamarillo
Custard Apple	Miracle Fruit	Tangelo
Date	Mulberry	Tomato
Durian	Nashi	Wax Jambu (Rose Apple)

### Schedule 2

The area of land in Victoria within a radius of fifteen kilometres of the outbreak epicentre at 142.2767° east, 34.28492° south.

### Schedule 3

The area of land in Victoria within a radius of one and a half kilometres of the outbreak epicentre at 142.2767° east, 34.28492° south.

Note: Section 33 of the **Plant Biosecurity Act 2010** provides that a person is guilty of an offence and liable for a penalty not exceeding 60 penalty units in the case of a natural person, and 300 penalty units in the case of a body corporate, for moving any host material from a restricted area contrary to any restrictions, unless authorised to do so by a permit issued by an Inspector.



**Plant Biosecurity Act 2010****ORDER DECLARING A RESTRICTED AREA IN VICTORIA AT ROBINVALE  
FOR THE CONTROL OF QUEENSLAND FRUIT FLY**

I, Jaala Pulford, Minister for Agriculture, under section 32 of the **Plant Biosecurity Act 2010** make the following Order declaring a restricted area for the control of Queensland Fruit Fly and specifying the prohibitions, restrictions and requirements which are to operate in the restricted area.

Dated 5 February 2015

HON. JAALA PULFORD MP  
Minister for Agriculture

**1. Objective**

The objective of this Order is to declare a restricted area for the control of Queensland Fruit Fly in Victoria, at Robinvale, and to specify the prohibitions, restrictions and requirements which are to operate in the restricted area.

**2. Authorising provisions**

This Order is made under section 32 of the **Plant Biosecurity Act 2010**.

**3. Definition**

In this Order –

‘**accreditation program**’ means any program under which a person is permitted to issue an assurance certificate, including any procedures available under the Interstate Certification Assurance (ICA) Scheme;

‘**Act**’ means the **Plant Biosecurity Act 2010**;

‘**authorised person**’ means a person authorised by the Department of Economic Development, Jobs, Transport and Resources;

‘**inspector**’ means a person authorised as an inspector under the Act;

‘**Queensland Fruit Fly**’ means the exotic pest *Bactrocera tryoni* (Froggatt); and

‘**Queensland Fruit Fly host material**’ means any fruit or vegetable listed in Schedule 1.

**4. Restricted area for the control of Queensland Fruit Fly**

The restricted area for the control of Queensland Fruit Fly is declared to be the area described in Schedule 2.

**5. Prohibitions, restrictions and requirements**

(1) The removal from the restricted area into any part of Victoria of any Queensland Fruit Fly host material is prohibited.

(2) Subclause (1) does not apply if the Queensland Fruit Fly host material is –

(a) packed, labelled and certified in accordance with any conditions prescribed by an accreditation program administered by the Department of Economic Development, Jobs, Transport and Resources; or

(b) accompanied by a plant health declaration issued by an authorised person declaring that the host material has been treated in a manner approved by the Chief Plant Health Officer; or

(c) accompanied by a plant health certificate issued by an inspector certifying that the host material has been treated in a manner approved by the Chief Plant Health Officer.

(3) The owners and occupiers of land described in Schedule 3 must give an inspector access to such land for the purposes of inspection, deployment of any lures or traps, application of any treatment or performance of any other actions which are necessary for the eradication or prevention of spread of the pest.

- (4) The owners or occupiers of land described in Schedule 3 must, on instruction from an inspector, strip Queensland Fruit Fly host materials from plants, collect and dispose of waste material, or treat the material in a manner approved by the Chief Plant Health Officer.

## 6. Verification of Consignments

Any Queensland Fruit Fly host material removed from the restricted area in accordance with clause 5(2), and the accompanying certificate or declaration, must be:

- (1) presented to an inspector for inspection; or
- (2) verified by a person accredited to do so by the Department of Economic Development, Jobs, Transport and Resources.

### Schedule 1

Abiu	Eggplant	Nectarine
Acerola	Feijoa	Orange
Apple	Fig	Passionfruit
Apricot	Goji Berry	Pawpaw
Avocado	Granadilla	Peach
Babaco	Grape	Peacharine
Banana	Grapefruit	Pear
Black Sapote	Grumichama	Pepino
Blackberry	Guava	Persimmon
Blueberry	Hog Plum	Plum
Boysenberry	Jaboticaba	Plumcot
Brazil Cherry	Jackfruit	Pomegranate
Breadfruit	Jew Plum	Prickly Pear
Caimito (Star Apple)	Ju Jube	Pummelo
Cape Gooseberry	Kiwifruit	Quince
Capsicum	Lemon	Rambutan
Carambola (Starfruit)	Lime	Raspberry
Cashew Apple	Loganberry	Rollinia
Casimiroa (White Sapote)	Longan	Santol
Cherimoya	Loquat	Sapodilla
Cherry	Lychee	Shaddock
Chilli	Mandarin	Soursop
Citron	Mango	Strawberry
Cocoa Berry	Mangosteen	Sweetsop (Sugar Apple)
Cumquat	Medlar	Tamarillo
Custard Apple	Miracle Fruit	Tangelo
Date	Mulberry	Tomato
Durian	Nashi	Wax Jambu (Rose Apple)

### Schedule 2

The area of land in Victoria within a radius of fifteen kilometres of the outbreak epicentre at 142.78173° east, 34.59036° south.

### Schedule 3

The area of land in Victoria within a radius of one and a half kilometres of the outbreak epicentre at 142.78173° east, 34.59036° south.

Note: Section 33 of the **Plant Biosecurity Act 2010** provides that a person is guilty of an offence and liable for a penalty not exceeding 60 penalty units in the case of a natural person, and 300 penalty units in the case of a body corporate, for moving any host material from a restricted area contrary to any restrictions, unless authorised to do so by a permit issued by an Inspector.

**Plant Biosecurity Act 2010****ORDER DECLARING A RESTRICTED AREA IN VICTORIA AT SWAN HILL SOUTH  
FOR THE CONTROL OF QUEENSLAND FRUIT FLY**

I, Jaala Pulford, Minister for Agriculture, under section 32 of the **Plant Biosecurity Act 2010** make the following Order declaring a restricted area for the control of Queensland Fruit Fly and specifying the prohibitions, restrictions and requirements which are to operate in the restricted area.

Dated 5 February 2015

HON. JAALA PULFORD MP  
Minister for Agriculture

**1. Objective**

The objective of this Order is to declare a restricted area for the control of Queensland Fruit Fly in Victoria, at Swan Hill South, and to specify the prohibitions, restrictions and requirements which are to operate in the restricted area.

**2. Authorising provisions**

This Order is made under section 32 of the **Plant Biosecurity Act 2010**.

**3. Definition**

In this Order –

‘**accreditation program**’ means any program under which a person is permitted to issue an assurance certificate, including any procedures available under the Interstate Certification Assurance (ICA) Scheme;

‘**Act**’ means the **Plant Biosecurity Act 2010**;

‘**authorised person**’ means a person authorised by the Department of Economic Development, Jobs, Transport and Resources;

‘**inspector**’ means a person authorised as an inspector under the Act;

‘**Queensland Fruit Fly**’ means the exotic pest *Bactrocera tryoni* (Froggatt); and

‘**Queensland Fruit Fly host material**’ means any fruit or vegetable listed in Schedule 1.

**4. Restricted area for the control of Queensland Fruit Fly**

The restricted area for the control of Queensland Fruit Fly is declared to be the area described in Schedule 2.

**5. Prohibitions, restrictions and requirements**

(1) The removal from the restricted area into any part of Victoria of any Queensland Fruit Fly host material is prohibited.

(2) Subclause (1) does not apply if the Queensland Fruit Fly host material is –

(a) packed, labelled and certified in accordance with any conditions prescribed by an accreditation program administered by the Department of Economic Development, Jobs, Transport and Resources; or

(b) accompanied by a plant health declaration issued by an authorised person declaring that the host material has been treated in a manner approved by the Chief Plant Health Officer; or

(c) accompanied by a plant health certificate issued by an inspector certifying that the host material has been treated in a manner approved by the Chief Plant Health Officer.

(3) The owners and occupiers of land described in Schedule 3 must give an inspector access to such land for the purposes of inspection, deployment of any lures or traps, application of any treatment or performance of any other actions which are necessary for the eradication or prevention of spread of the pest.

- (4) The owners or occupiers of land described in Schedule 3 must, on instruction from an inspector, strip Queensland Fruit Fly host materials from plants, collect and dispose of waste material, or treat the material in a manner approved by the Chief Plant Health Officer.

## 6. Verification of Consignments

Any Queensland Fruit Fly host material removed from the restricted area in accordance with clause 5(2), and the accompanying certificate or declaration, must be:

- (1) presented to an inspector for inspection; or
- (2) verified by a person accredited to do so by the Department of Economic Development, Jobs, Transport and Resources.

### Schedule 1

Abiu	Eggplant	Nectarine
Acerola	Feijoa	Orange
Apple	Fig	Passionfruit
Apricot	Goji Berry	Pawpaw
Avocado	Granadilla	Peach
Babaco	Grape	Peacharine
Banana	Grapefruit	Pear
Black Sapote	Grumichama	Pepino
Blackberry	Guava	Persimmon
Blueberry	Hog Plum	Plum
Boysenberry	Jaboticaba	Plumcot
Brazil Cherry	Jackfruit	Pomegranate
Breadfruit	Jew Plum	Prickly Pear
Caimito (Star Apple)	Ju Jube	Pummelo
Cape Gooseberry	Kiwifruit	Quince
Capsicum	Lemon	Rambutan
Carambola (Starfruit)	Lime	Raspberry
Cashew Apple	Loganberry	Rollinia
Casimiroa (White Sapote)	Longan	Santol
Cherimoya	Loquat	Sapodilla
Cherry	Lychee	Shaddock
Chilli	Mandarin	Soursop
Citron	Mango	Strawberry
Cocoa Berry	Mangosteen	Sweetsop (Sugar Apple)
Cumquat	Medlar	Tamarillo
Custard Apple	Miracle Fruit	Tangelo
Date	Mulberry	Tomato
Durian	Nashi	Wax Jambu (Rose Apple)

### Schedule 2

The area of land in Victoria within a radius of fifteen kilometres of the outbreak epicentre at 143.5616° east, 35.36518° south.

### Schedule 3

The area of land in Victoria within a radius of one and a half kilometres of the outbreak epicentre at 143.5616° east, 35.36518° south.

Note: Section 33 of the **Plant Biosecurity Act 2010** provides that a person is guilty of an offence and liable for a penalty not exceeding 60 penalty units in the case of a natural person, and 300 penalty units in the case of a body corporate, for moving any host material from a restricted area contrary to any restrictions, unless authorised to do so by a permit issued by an Inspector.

**Plant Biosecurity Act 2010****ORDER DECLARING A RESTRICTED AREA IN VICTORIA AT TRESKO WEST  
FOR THE CONTROL OF QUEENSLAND FRUIT FLY**

I, Jaala Pulford, Minister for Agriculture, under section 32 of the **Plant Biosecurity Act 2010** make the following Order declaring a restricted area for the control of Queensland Fruit Fly and specifying the prohibitions, restrictions and requirements which are to operate in the restricted area.

Dated 5 February 2015

HON. JAALA PULFORD MP  
Minister for Agriculture

**1. Objective**

The objective of this Order is to declare a restricted area for the control of Queensland Fruit Fly in Victoria, at Tresko West, and to specify the prohibitions, restrictions and requirements which are to operate in the restricted area.

**2. Authorising provisions**

This Order is made under section 32 of the **Plant Biosecurity Act 2010**.

**3. Definition**

In this Order –

‘**accreditation program**’ means any program under which a person is permitted to issue an assurance certificate, including any procedures available under the Interstate Certification Assurance (ICA) Scheme;

‘**Act**’ means the **Plant Biosecurity Act 2010**;

‘**authorised person**’ means a person authorised by the Department of Economic Development, Jobs, Transport and Resources;

‘**inspector**’ means a person authorised as an inspector under the Act;

‘**Queensland Fruit Fly**’ means the exotic pest *Bactrocera tryoni* (Froggatt); and

‘**Queensland Fruit Fly host material**’ means any fruit or vegetable listed in Schedule 1.

**4. Restricted area for the control of Queensland Fruit Fly**

The restricted area for the control of Queensland Fruit Fly is declared to be the area described in Schedule 2.

**5. Prohibitions, restrictions and requirements**

(1) The removal from the restricted area into any part of Victoria of any Queensland Fruit Fly host material is prohibited.

(2) Subclause (1) does not apply if the Queensland Fruit Fly host material is –

(a) packed, labelled and certified in accordance with any conditions prescribed by an accreditation program administered by the Department of Economic Development, Jobs, Transport and Resources; or

(b) accompanied by a plant health declaration issued by an authorised person declaring that the host material has been treated in a manner approved by the Chief Plant Health Officer; or

(c) accompanied by a plant health certificate issued by an inspector certifying that the host material has been treated in a manner approved by the Chief Plant Health Officer.

(3) The owners and occupiers of land described in Schedule 3 must give an inspector access to such land for the purposes of inspection, deployment of any lures or traps, application of any treatment or performance of any other actions which are necessary for the eradication or prevention of spread of the pest.

- (4) The owners or occupiers of land described in Schedule 3 must, on instruction from an inspector, strip Queensland Fruit Fly host materials from plants, collect and dispose of waste material, or treat the material in a manner approved by the Chief Plant Health Officer.

## 6. Verification of Consignments

Any Queensland Fruit Fly host material removed from the restricted area in accordance with clause 5(2), and the accompanying certificate or declaration, must be:

- (1) presented to an inspector for inspection; or
- (2) verified by a person accredited to do so by the Department of Economic Development, Jobs, Transport and Resources.

### Schedule 1

Abiu	Eggplant	Nectarine
Acerola	Feijoa	Orange
Apple	Fig	Passionfruit
Apricot	Goji Berry	Pawpaw
Avocado	Granadilla	Peach
Babaco	Grape	Peacharine
Banana	Grapefruit	Pear
Black Sapote	Grumichama	Pepino
Blackberry	Guava	Persimmon
Blueberry	Hog Plum	Plum
Boysenberry	Jaboticaba	Plumcot
Brazil Cherry	Jackfruit	Pomegranate
Breadfruit	Jew Plum	Prickly Pear
Caimito (Star Apple)	Ju Jube	Pummelo
Cape Gooseberry	Kiwifruit	Quince
Capsicum	Lemon	Rambutan
Carambola (Starfruit)	Lime	Raspberry
Cashew Apple	Loganberry	Rollinia
Casimiroa (White Sapote)	Longan	Santol
Cherimoya	Loquat	Sapodilla
Cherry	Lychee	Shaddock
Chilli	Mandarin	Soursop
Citron	Mango	Strawberry
Cocoa Berry	Mangosteen	Sweetsop (Sugar Apple)
Cumquat	Medlar	Tamarillo
Custard Apple	Miracle Fruit	Tangelo
Date	Mulberry	Tomato
Durian	Nashi	Wax Jambu (Rose Apple)

### Schedule 2

The area of land in Victoria within a radius of fifteen kilometres of the outbreak epicentre at 143.621° east, 35.4923° south.

### Schedule 3

The area of land in Victoria within a radius of one and a half kilometres of the outbreak epicentre at 143.621° east, 35.4923° south.

Note: Section 33 of the **Plant Biosecurity Act 2010** provides that a person is guilty of an offence and liable for a penalty not exceeding 60 penalty units in the case of a natural person, and 300 penalty units in the case of a body corporate, for moving any host material from a restricted area contrary to any restrictions, unless authorised to do so by a permit issued by an Inspector.

**Plant Biosecurity Act 2010****ORDER PROHIBITING OR RESTRICTING THE ENTRY OR IMPORTATION OF  
EUROPEAN HOUSE BORER HOST MATERIAL INTO VICTORIA**

I, Gabrielle Vivian-Smith, delegate of the Minister for Agriculture, make the following Order:

Dated 3 February 2015

GABRIELLE VIVIAN-SMITH  
Chief Plant Health Officer

**1 Objective**

The objective of this Order is to prevent the entry or importation of the exotic pest, European house borer, into Victoria.

**2 Authorising Provision**

This Order is made under section 36 of the **Plant Biosecurity Act 2010**.

**3 Definitions**

In this Order –

‘**accreditation program**’ means any program under which a person is permitted to issue an assurance certificate, including any procedure available under the Interstate Certification Assurance (ICA) Scheme;

‘**authorised inspector**’ means a person authorised as an inspector under the Act;

‘**authorised person**’ means a person authorised under the Act to issue Plant Health Declarations;

‘**European house borer**’ means the exotic pest *Hylotrupes bajulus* (Linnaeus);

‘**European house borer host material**’ means any timber of pinewood, including seasoned pinewood, or any item made from timber of pinewood, including pallets, packing materials and structural pinewood, but excluding household furniture, and items made from processed pine;

‘**pinewood**’ means any wood from trees of the genera *Abies* Mill, *Picea* A. Dietr, *Pinus* L. or *Pseudotsuga* Carriere;

‘**seasoned pinewood**’ means pinewood that has a moisture content of 20% or less when tested in accordance with Australian Standard AS1080.1-1997 Timber: methods of test – moisture content;

‘**structural pinewood**’ means any pinewood which is part of an existing building or is to be used in the construction of a building.

**4 Controls applying to European house borer host material**

(1) The entry or importation into Victoria of any European house borer host material is prohibited.

(2) Sub-clause (1) does not apply if the European house borer host material:

- (a) was grown or packed on a property located in a State or Territory, or part of a State or Territory, for which an area freedom certificate, issued by an officer responsible for agriculture for the State or Territory where the host material was grown or sourced, is currently in force certifying that the State or Territory, or part of the State or Territory, is known to be free from European house borer; or
- (b) is packed, labelled and certified in accordance with any conditions prescribed by an accreditation program, administered by the department responsible for agriculture in the affected State or Territory; or
- (c) is accompanied by a plant health declaration issued by an authorised person declaring that it has been treated in a manner approved by the Chief Plant Health Officer; or

- (d) is accompanied by a plant health certificate issued by an officer of the department responsible for agriculture in the affected State or Territory certifying that it has been treated in a manner approved by the Chief Plant Health Officer; or
- (e) is consigned in any other manner approved by the Chief Plant Health Officer.

## 5 Verification of Consignments

Where requested by an authorised inspector, European house borer host material imported into Victoria which is required by clause 4(2) to be accompanied by a certificate or declaration, must be:

- (a) presented to an authorised inspector for inspection; or
- (b) verified by a person accredited to do so by the Department of Economic Development, Jobs, Transport and Resources.

Note: Section 38 of the **Plant Biosecurity Act 2010** provides that a person is guilty of an offence and a penalty not exceeding 60 penalty units in the case of a natural person and 300 penalty units in the case of a body corporate, for knowingly breaching an Importation Order.

## Road Safety Act 1986

### DECLARATION UNDER SECTION 99B(4) IN RELATION TO NON-ROAD ACTIVITIES IN DAYLESFORD FOR THE CHILLOUT FESTIVAL PARADE ON SUNDAY 8 MARCH 2015

#### 1 Purpose

The purpose of this Declaration is to exempt participants in the Chillout Festival Parade from specified provisions of the **Road Safety Act 1986** and regulations under that Act with respect to the Event, which is a non-road activity to be conducted on roads listed in Table 2 on Sunday 8 March 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 Sunday 8 March 2015 at 10.30 am.

#### 4 Expiry

This notice expires on Sunday 8 March 2015 at 11.30 am.

#### 5 Definitions

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

- a) ‘Event’ means the Chillout Festival Parade to be held on Sunday 8 March 2015; and
- b) ‘Participants’ means participants in the Event, including officers, members and authorised agents of the Event organiser, whose presence is reasonably required to ensure the safe conduct of the Event.

#### 6 Declaration

I, Michael McCarthy 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 Act 1986** and regulations 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 Act 1986 and regulations under that Act**  
**that do not apply to participants in the Event**

**Road Safety Road Rules 2009**

Rule 238	Pedestrians travelling along a road
Rule 256	Bicycle helmets
Rule 264	Wearing of seat belts by drivers
Rule 265	Wearing of seat belts by passengers 16 years old or older
Rule 268	How persons must travel in or on a motor vehicle
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>
Duke Street (between Albert Street and Central Springs Road) Vincent Street (between Midland Highway and Stanbridge Street) Central Springs Road (between Bridport Street and Duke Street)	Sunday 8 March 2015 (10.30 am to 11.30 am)

Dated 3 February 2015

MICHAEL McCARTHY  
Acting Executive Director – Regional Operations  
Roads Corporation  
Delegate of the Minister for Roads

**Water Act 1989**

**AUCTION OF WATER SHARES**

The Gippsland and Southern Rural Water Corporation (trading as Southern Rural Water) is to auction water shares at 11.00 am, Wednesday 25 February 2015 at the Maffra Recreational Reserve, McLean Street, Maffra.

A total of 523.5 megalitres (ML) of high reliability water shares and 261.7 ML of low reliability water shares will be auctioned and will be sold to the highest bidder, subject to meeting the reserve price and subject to the conditions specified in this notice and those contained in the registration form.

The shares will be sold in 50 ML lots; however, the successful bidder need not take the entire 50 ML. For example, the successful bidder may only want 20 ML of water. The remaining 30 ML from that lot will then be re-allocated to make up additional 50 ML lots.

Successful bidders will be required to sign a contract of sale and pay a 10% deposit at the auction. The final balance will be due by Friday 27 March 2015.

All water shares purchased at this auction will be assigned to the Thomson/Macalister system and will be subject to any seasonal allocations, supply and/or delivery conditions that may apply across the Macalister Irrigation Area. The current season's water allocation will be available for all water shares purchased. Normal trading rules will apply to these shares.

Those wishing to bid at the auction must register their intention with Southern Rural Water by the close of business on Tuesday 24 February 2015. Registration forms are available from Southern Rural Water at 88 Johnson Street, Maffra, or can be downloaded from [www.srw.com.au](http://www.srw.com.au). Registration is free of charge. Late registrations will not be accepted.

**Planning and Environment Act 1987**

**BAYSIDE PLANNING SCHEME**

**Notice of Approval of Amendment**

**Amendment C112**

The Minister for Planning has approved Amendment C112 to the Bayside Planning Scheme.

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

The Amendment makes changes to Schedule 2 to the Vegetation Protection Overlay and the Schedule to Clause 52.17 Native Vegetation to provide planning permit exemptions for the removal, destruction and lopping of native vegetation by the public land manager in seven nominated bushland reserves.

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 Bayside City Council, 76 Royal Avenue, Sandringham.

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

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**Planning and Environment Act 1987**

**SURF COAST PLANNING SCHEME**

**Notice of Approval of Amendment**

**Amendment C102**

The Minister for Planning has approved Amendment C102 to the Surf Coast Planning Scheme.

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

The Amendment amends the Municipal Strategic Statement and various zone and overlay schedules to correct obvious or technical errors, remove or update redundant references and provisions, and clarify and improve the grammar and language of the scheme's provisions.

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 Surf Coast Shire Council, 1 Merrijig Drive, Torquay.

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

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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 Rule was first obtainable from SAI Global Bookshop, 85 Buckhurst Street, South Melbourne, on the date specified:

7. *Statutory Rule:* County Court  
(Chapter I  
Judicial Registrars  
Amendment)  
Rules 2015

*Authorising Act:* County Court  
Act 1958

*Date first obtainable:* 9 February 2015

*Code A*

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