



Victoria Government Gazette

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No. G 47 Thursday 23 November 2017

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GENERAL

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As from 23 November 2017

The last Special Gazette was No. 397 dated 22 November 2017.

The last Periodical Gazette was No. 1 dated 17 May 2017.

How To Submit Copy

- See our webpage www.gazette.vic.gov.au
 - or contact our office on 8523 4601
between 8.30 am and 5.30 pm Monday to Friday
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**GENERAL GAZETTE G52/17
THURSDAY 28 DECEMBER 2017**

Please Note:

The final Victoria Government Gazette (General) for 2017 (G52/17) will be published on **Thursday 28 December 2017**.

Copy deadlines:

Private Advertisements **9.30 am on Wednesday 20 December 2017**

Government and Outer

Budget Sector Agencies Notices **9.30 am on Wednesday 20 December 2017**

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

**FIRST GENERAL GAZETTE FOR 2018
THURSDAY 4 JANUARY 2018**

Please Note:

The first Victoria Government Gazette (General) for 2018 (G1/18) will be published on **Thursday 4 January 2018**.

Copy deadlines:

Private Advertisements **9.30 am on Friday 29 December 2017**

Government and Outer

Budget Sector Agencies Notices **9.30 am on Tuesday 2 January 2018**

Office Hours:

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

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

JENNY NOAKES
Government Gazette Officer

PRIVATE ADVERTISEMENTS

ARBROATH PTY LTD
ACN 004 447 714

Notice of Voluntary Liquidation
Corporations Law Section 491(2)

At a General Meeting of the abovenamed company duly convened and held at 5 Heron Court, Ringwood North, Victoria, 8 November 2017, the following Special Resolution passed:

‘That the company be wound up as a Members’ Voluntary Liquidation and that the assets of the company may be distributed in whole or in part to the members in specie should the liquidator so desire’.

DAVID LEWIS ACKLAND,
Liquidator,
Lindsay Iles & Co.

Land Act 1958

Notice is hereby given that Peninsula Fresh Seafood Pty Ltd has applied for a lease pursuant to section 134 of the **Land Act 1958** for a term of twenty-one (21) years in respect of Crown Allotment 2015, Parish of Kangerong, with the Dromana Aquaculture Fisheries Reserve containing approximately 3.94 hectares for aquaculture purposes.

MYRA FRANCES STRATTON, late of 67 Maroondah Highway, Croydon, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 August 2017, are required by the personal representatives, Christopher Peter Stratton and Louise Sandra McPhee, to send particulars to them, care of the undermentioned solicitors, by 23 January 2018, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

AUGHTERSONS,
267 Maroondah Highway, Ringwood 3134.

MARIE GAJEK, late of 19 Banfield Street, Bell Park, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims against the estate of the deceased, who died on 31 May 2017, are required by the executors

of the Will, Lorraine Rose Secen and Andrew Roland Hill, to send particulars to them, care of Birdsey, Dedman & Bartlett of 166A Ryrie Street, Geelong, solicitors, by 28 January 2018, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

Dated 14 November 2017

BIRDSEY, DEDMAN & BARTLETT, solicitors,
166A Ryrie Street, Geelong 3220.

FRITZ GARTNER, late of 71 Neil Street, Bell Post Hill, Victoria, retired refinery operator, deceased.

Creditors, next-of-kin and others having claims against the estate of the deceased, who died on 7 April 2017, are required by the executors of the Will, Dirk Guenter Lytzki and Diana Amelia Lytzki, to send particulars to them, care of Birdsey, Dedman & Bartlett of 166A Ryrie Street, Geelong, solicitors, by 21 January 2018, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

Dated 14 November 2017

BIRDSEY, DEDMAN & BARTLETT, solicitors,
166A Ryrie Street, Geelong 3220.

Re: JOHN JAMES SAUNDERS, late of 8 Rondell Avenue, Footscray West, in the State of Victoria, retired superintendent.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 November 2012, are required by the executor, Kerrie Anne Campbell, care of BizLaw, 182a Allan Street, Kyabram, Victoria 3620/PO Box 177, Kyabram, Victoria 3619, to send particulars to her by 26 January 2018, after which the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

Re: Estate of THOMAS HENRY WILES, late of 30 Ebb Street, Aspendale, Victoria, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of the deceased, who died on 26 August 2017, are required by the trustee, Thomas Frederick Wiles, to send particulars of their claims to the trustee, care of the undermentioned legal practitioners, by

a date not later than two months from the date of publication of this notice, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

SYLVIA ROSE CHARMAN, late of Eva Tilley Aged Care Facility, 1100 Burke Road, Balwyn North, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 November 2017, are required by the executor, John Ewen Scott-Mackenzie, to send particulars of their claims to the undermentioned solicitors, within 60 days from the date of publication of this notice, after which date the executor may convey or distribute the assets, having regard only to the claims of which the executor then has notice.

DEVENISH, lawyers,
23 Ringwood Street, Ringwood, Victoria 3134.

Re: THERESA CILIA, late of 12 Mareeba Way, Craigieburn, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 May 2017, are required by the trustees, Maria Louisa Rullo and Joseph Cilia, to send particulars to the trustees, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

MALCOLM WILLIAM HOWARD, late of Unit 5, 55 Royal Avenue, Sandringham, Victoria, retired consultant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 December 2016, are required by the deceased's personal representatives, Blair Lyndon Joscelyne and Anne Kathleen

Iris Dawson, care of their solicitors at the address below, to send particulars to them by 24 January 2018, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

F. R. E. DAWSON & SON,
solicitors for the personal representatives,
5/470 Collins Street, Melbourne 3000.

KEVIN BARRY AGIUS, late of Nyah West, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 June 2017, are required by Bernadette Mary Lightfoot, the executor of the Will of the deceased, to send particulars of their claims to her, care of the undermentioned solicitor, within 60 days from the date of publication of this notice, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

ELSIE MAVIS INGRAM, late of Sea Lake, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 October 2016, are required by Athol Leonard Ingram and Murray Kenneth Ingram, the executors of the Will of the deceased, to send particulars of their claims to them, care of the undermentioned solicitor, within 60 days from the date of publication of this notice, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

Re: MARGARET OLIVE NICHOLSON, late of Unit 113, 8 Robinsons Road, Frankston South, Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of MARGARET OLIVE NICHOLSON, deceased, who died on 17 July 2017, are required by the trustee, Brian James Phillips, to send particulars of their claim to the undermentioned firm by 5 February

2018, after which date the trustee will convey or distribute assets, having regard only to the claims of which he then has notice.

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

Re: RICHARD HOWARD PARKER, late of Avonlea Aged Care, 3–7 Patty Street, Mentone, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of RICHARD HOWARD PARKER, deceased, who died on 13 September 2017, are required by the trustee, Danny Richard Parker, to send particulars of their claim to the undermentioned firm by 5 February 2018, after which date the trustee will convey or distribute assets, having regard only to the claims of which he then has notice.

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

Creditors, next-of-kin and others having claims in respect of the estate of JEAN MARGARET CAMPBELL, late of 152 Cooper Street, Essendon North, Victoria, home duties, deceased, who died on 26 May 2017, are required by the executor, Jennifer Ann Campbell, to send particulars of their claims to the said executor, care of the undermentioned solicitor, by 25 January 2018, after which date the executor will convey or distribute the assets, having regard only to the claims of which the executor then has notice.

LAWSON HUGHES PETER WALSH, lawyers,
Level 2, 533 Little Lonsdale Street,
Melbourne 3000.
susan@lhpw.com.au

Re: PETER RICHARDS, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 July 2017, are required by the trustee, Karen Marjorie Vardy of 900 Main Road, Eltham, Victoria, medical receptionist, to send particulars to the trustee by 25 January 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

LORRAINE JONES & ASSOCIATES,
solicitors,
900 Main Road, Eltham 3095.

Re: ALISON JEAN PELLOW, late of 54 Queens Parade, Ashwood, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 September 2017, are required by the trustee, Equity Trustees Limited, ACN 004 031 298, of Level 1, 575 Bourke Street, Melbourne, Victoria, to send particulars to the trustee, care of the undermentioned solicitors, by 29 January 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

McKEAN PARK, lawyers,
Level 11, 575 Bourke Street, Melbourne,
Victoria 3000.

ALTHEA CLARE CRONE, late of Riverview Aged Care, 1A Aitken Avenue, Donald, Victoria 3480, retired teacher, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 30 November 2016, are required by the executors, Lynette Mary Bertalli and Jennifer Mary Guild, care of the undermentioned solicitors, to send particulars of their claims to them by 26 January 2018, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

MCL LEGAL,
78 Napier Street, St Arnaud, Victoria 3478.

JOHN ANDREW CRONE, late of Riverview Aged Care, 1A Aitken Avenue, Donald, Victoria 3480, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 15 November 2016, are required by the executors, Lynette Mary Bertalli and Jennifer Mary Guild, care of the undermentioned solicitors, to send particulars of their claims to them by 26 January 2018, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

MCL LEGAL,
78 Napier Street, St Arnaud, Victoria 3478.

Re: BRUCE WILLIAM DOWSEY, late of Unit 20, Wantirna Retirement Village, 2 Old Stud Road, Wantirna, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 May 2017, are required by the trustee, Lynette Anne Dowsey, to send particulars to the trustee, care of the undermentioned solicitors, by 26 January 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

MAHONS with Yuncken & Yuncken, solicitors, 101/177 Surrey Road, Blackburn 3130.
CD:HP:217115

Re: MARGARET FRANCES McGEEHAN, late of Unit 1, 160 Springfield Road, Blackburn, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 25 March 2017, are required by the trustee, Helen Rowena McGeehan, to send particulars to the trustee, care of the undermentioned solicitors, by 26 January 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

MAHONS with Yuncken & Yuncken, solicitors, Suite 101, 177 Surrey Road, Blackburn 3130.
CD:HP:2170570

Re: VALERIE SHEARER, late of 5 Arcadia Avenue, The Basin, Victoria, office manager, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 April 2017, are required by the trustee, Linda Joye Kilner, to send particulars to the trustee, care of the undermentioned solicitors, by 23 January 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

MAHONS with Yuncken & Yuncken, solicitors, Level 1, 177 Surrey Road, Blackburn 3130.
AJM:KM2170993

Re: JOHANNA VAN DYK, late of 9 O'Connell Road, Foster, Victoria 3960, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 May 2017, are required by the trustees, Johanna Theodora Cowell and John Anthony Van Dyke, to send particulars to the trustees, care of the undermentioned solicitors, by 23 January 2018, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

OAKLEYS WHITE LAWYERS,
65 Main Street, Foster 3960.

Re: MARION LOUISE SPEER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 September 2017, are required by the trustee, Mr John Patrick Toohey, to send particulars to him, care of the undermentioned solicitors, by 31 January 2018, after which date he may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

JEANETTE MARY McNALLY, late of 1 Abbin Avenue, Bentleigh East, Victoria, clerk/administrator, deceased.

Creditors, next-of-kin and others having claims in respect of the Will/estate of the abovenamed deceased, who died on 30 April 2017, are required by the executor, Ian David McKenzie, care of Prior Law, barristers, solicitors and notary public, 489 Centre Road, Bentleigh, Victoria 3204, to send particulars of their claims to Prior Law by 23 January 2017, 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. Probate was granted in Victoria on 21 August 2017.

Dated 17 November 2017

PRIOR LAW, barristers, solicitors and notary public,
489 Centre Road, Bentleigh, Victoria 3204.
RCP:170639. Contact Rosemary Clare Prior.

MALCOLM WARWICK OWEN, late of Bluecross Livingstone Gardens, 39 Livingstone Road, Vermont South, Victoria, retired hairdresser, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 3 August 2017, are required by the executors, Simon Warwick Owen of 9 Mahala Court, Blackburn South, Victoria, Vanessa Jane Collins of 43 Cameron Road, Box Hill North, Victoria, and Amanda Louise Owen of 29 Gaydon Street, Ferntree Gully, Victoria, to send particulars of their claims to them, care of the undersigned, by 23 January 2018, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

RENNICK & GAYNOR, solicitors,
431 Riversdale Road, Hawthorn East,
Victoria 3123.

NOTICE OF CLAIMANTS UNDER
TRUSTEE ACT 1958

(SECTION 33 NOTICE)

Notice to Claimants

MARGARET COLES, late of Benetas at Broughton Hall, 2 Berwick Street, Camberwell, in the State of Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 April 2016, are required by Colin Lindsay Rouch, the executor of the Will of the deceased, to send particulars of their claims to him, care of the undermentioned solicitors, by 23 January 2018, after which date he will convey or distribute the assets, having regard only to the claims of which he then has notice.

ROUCH LAWYERS,
Level 1, 120 Upper Heidelberg Road, Ivanhoe,
Victoria 3079.

MARY DILLON, late of 296 Warrigal Road, Cheltenham, in the State of Victoria, widowed, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 February 2017, are required by the substituted executor of the Will of the deceased, Gerard Anthony Barns, care of Ryan Commercial Lawyers, Level 3, 353 Flinders

Lane, Melbourne, in the State of Victoria, the instituted executor, Lola Frances Barns, having renounced the Probate, to send particulars of their claims to the substituted executor by 24 January 2018, after which date the substituted executor may convey or distribute all the assets, having regard only to the claims of which they then have notice.

Probate was granted in Victoria on 26 July 2017.

RYAN COMMERCIAL LAWYERS, solicitor,
Level 3, 353 Flinders Lane, Melbourne 3000.

Re: TERESA STREAT, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 July 2017, are required by Angela Pricoli, the trustee of the estate of the deceased, to send particulars of their claims to her, care of the undermentioned solicitors, by 25 January 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SEPTIMUS JONES & LEE, solicitors,
Level 5, 99 William Street, Melbourne 3000.

REMIGIO DAL-MOLIN, late of 19 Stringer Road, Blairgowrie, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 August 2017, are required by the executor, Luciano Dal-Molin, to send particulars to him, care of the undermentioned solicitors, by 28 January 2018, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

STIDSTON WARREN LAWYERS,
Suite 1, 10 Blamey Place, Morningson 3931.

MICHELLE YVONNE BLAKE, late of 32 Grange Road, Frankston South, Victoria 3199, deceased.

Creditors, next-of-kin and others having claims in respect of the Will/estate of the abovenamed deceased, who died on 18 February 2017, are required by the executor, Desmond John Harrington, to send particulars of their claims to Walls Bridges Lawyers, PO Box 859,

Mornington, Victoria 3931, by no later than 23 January 2018, after which the executor may distribute the estate, having regard only to the claims of which they then have notice.

VIOLET MAVIS MURDOCH, late of The Gables Aged Care Facility, 629 Riverside Road, Camberwell South, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 8 May 2017, are required by the executor, Anthony Kevin King, care of Wollerman Shacklock Lawyers, 2/8 Gloucester Avenue, Berwick, Victoria, to send particulars of their claims to them by 28 February 2018, after which date the executor may convey or distribute the assets and distribute the estate, having regard only to the claims of which they then have notice. Probate was granted in Victoria on 28 September 2017.

WOLLERMAN SHACKLOCK LAWYERS,
2/8 Gloucester Avenue, Berwick 3806.

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**



Ararat Rural City

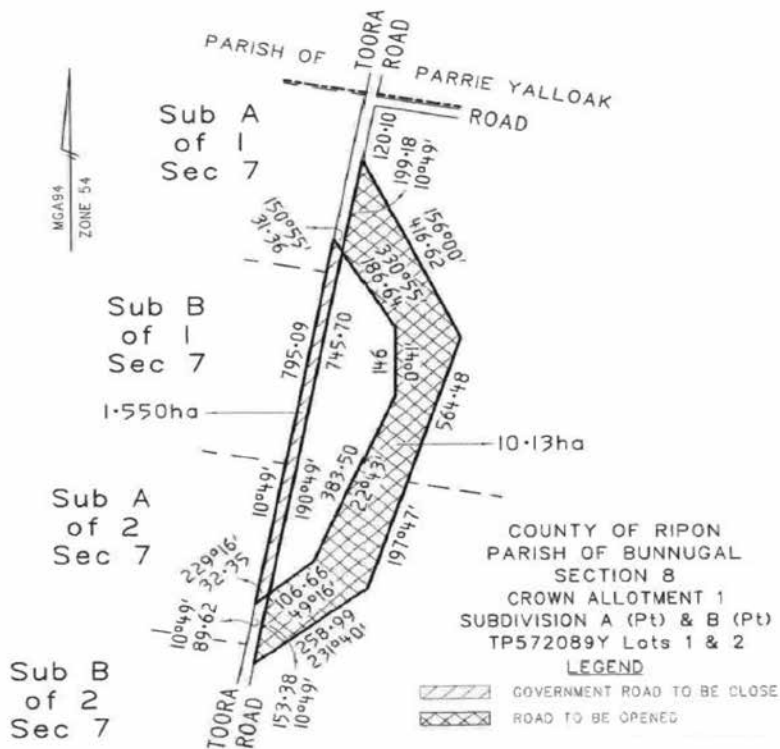
ROAD RESERVE DEVIATION AND LAND EXCHANGE

Acting pursuant to section 207B(2A), Clause 2 of Schedule 10 of the **Local Government Act 1989** (the 'Act'), the Ararat Rural Council hereby gives notice that, as from the date of publication in the Government Gazette, Council shall deviate a section of Toora Road reserve, Bornes Hill, which is cross-hatched on the plan below.

Under Clause 2(2) of Schedule 10 of the Act, consent was obtained on 30 August 2017 from the Minister for Environment and Climate Change, as the Responsible Minister administering the **Land Act 1958** (under delegated authority), to the proposed deviation and land exchange as shown on the plan below.

The road reserve is to be altered on title to accord with the physical occupation and location of the existing constructed road. The land in the existing road reserve (hatched) is proposed to be transferred to the adjoining owner in exchange for the land upon which the road is actually constructed (cross-hatched).

Council now gives effect under Schedule 10, Clause 2(3) of the Act to the road deviation in accordance with the plan below.



ALLAN BAWDEN
Chief Executive Officer
Ararat Rural City Council



Ararat Rural City

ERRATUM

Road Discontinuance

Section 206 Schedule 10 Clause 3 **Local Government Act 1989**

Victoria Government Gazette G40 5 October 2017 Page 2158

Notice is hereby given that the notice dated 5 October 2017 published on page 2158 of the Victoria Government Gazette G40 dated 5 October 2017 was placed in error. The said notice is hereby cancelled.

ALLAN BAWDEN
Chief Executive Officer
Ararat Rural City Council



Ararat Rural City

ROAD DISCONTINUANCE

Municipal District of the Ararat Rural City Council

ARARAT – The road in the Parish of Ararat being Crown Allotment 2028 as shown on Original Plan No. OP123994 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (0514-0001)

MONASH CITY COUNCIL

Notice of Making a Local Law

Local Law No. 1 of 2017

Community Amenity (Miscellaneous Amendments) Local Law

On 31 October 2017, Monash City Council (Council) made a new Local Law, to be referred to as Local Law No. 1 of 2017 – Community Amenity (Miscellaneous Amendments) Local Law (the Local Law), which comes into operation on 1 December 2017.

The following information about the Local Law is provided in accordance with section 119(3) of the **Local Government Act 1989**:

Purpose of the Local Law

The purpose of the Local Law is to:

- (1) amend Council's Local Law No. 3 – Community Amenity; and
- (2) provide for the peace, order and good government of Council's municipal district.

General Purport of the Local Law

The Local Law amends Local Law No. 3 – Community Amenity and:

- amends some maximum penalty amounts;
- introduces a new defined term and makes some amendments to existing defined terms;
- provides for new exceptions from the:

- prohibition on animals in Municipal Places;
- restrictions on the lighting and maintenance of fires; and
- creates offences relating to:
 - conducting filming in reserves or Council controlled land;
 - failure to maintain a nature strip adjacent to land in areas other than residential areas; and
 - displaying offensive or inappropriate content on advertising signs.

The local law comes into operation on 1 December 2017.

A copy of the Local Law may be inspected or obtained during office hours, at the Monash Civic Centre, 293 Springvale Road, Glen Waverley, and Oakleigh Service Centre, 3 Atherton Road, Oakleigh, and online at www.monash.vic.gov.au/laws

DR ANDI DIAMOND
Chief Executive Officer



PUBLIC NOTICE

Local Law No. 1 (Community Amenity) of 2013

In accordance with section 112(2) of the **Local Government Act 1989**, Port Phillip City Council (Council) gives notice that clause 54.1(d) of its Procedures and Protocol Manual (Manual) has been amended. The Manual is incorporated into the Local Law.

Clause 54.1(d) has been amended by deleting 'roads and', and adding a new subclause 54.1(h) 'throughout the municipal district, until 4 October 2019, on all roads (including footpaths)'.

The effect of this amendment is to prohibit any person being in possession of an unsealed container of alcohol on any council road, street or land at any time unless an exemption under the Local Law applies.

Notice is also given pursuant to section 112(2) of the **Local Government Act 1989** that Council has amended the City of Port Phillip Footpath Trading Guidelines – December 2013 (Placing of Footpath Objects on Footpaths), an incorporated document of Local Law No. 1 (Community Amenity) 2013.

The amendments to the City of Port Phillip Footpath Trading Guidelines recognise Local Law No. 1 (Community Amenity) 2013 (as amended), and gives minor updates to the framework for the sustainable use and management to the footpath trading areas with regard to the placement of objects on the footpath.

PETER SMITH
Chief Executive Officer



NOTICE OF MAKING OF A LOCAL LAW
(Community Amenity Amendment) Local Law 2017

Notice is given pursuant to section 119(3) of the **Local Government Act 1989** that Port Phillip City Council (Council), at its meeting held on 1 November 2017, resolved to make (Community Amenity Amendment) Local Law No. 1 of 2017 (Amending Local Law), thereby amending Council's Local Law No. 1 (Community Amenity Local Law) 2013 (Existing Local Law). The Amending Local Law should be read in conjunction with the corresponding provisions in Council's Procedures and Protocols Manual.

The purpose of the Amending Local Law is to provide for the peace, order and good governance of the City of Port Phillip in a way that is complementary to Council's Council Plan by:

- (1) amending Community Amenity Local Law No. 1 of 2013;
- (2) managing the uses and activities on roads and Council land so that Council is aware of uses or activities which may:
 - (a) interfere with the safety and convenience of people travelling on or using roads or land; and
 - (b) impede free and safe access for people, in particular those with sight and movement impairment or disabilities; and
 - (c) cause damage to Council and community assets; and
 - (d) create a danger or expose others to risk; and
 - (e) be detrimental to the amenity of the area or the enjoyment of facilities on roads or land;
- (3) managing, regulating and controlling uses and activities which may:
 - (a) be dangerous, cause a nuisance or be detrimental to the amenity of the area or the environment; and
 - (b) interfere with a healthy and safe environment in the municipal district for residents, workers and visitors;
- (4) identifying uses and activities where a permit is not required but conditions are applicable to the use or activity so that the purposes identified in sub-clauses (2) and (3) are achieved; and
- (5) providing for the administration of Council's powers and functions.

The Amending Local Law amends the Existing Local Law by rewriting a number of the existing obligations and offences, and by:

- a) amending various definitions (including the definition of 'commercial premises') to improve clarity;
- b) amending clause 12, to allow benevolent or charitable organisations to provide free services from approved sites;
- c) clarifying the permit requirements for Special Events;
- d) amending clause 24, to enable any unclaimed monies associated with asset protection bond to be refunded to the Registrar of Unclaimed Money in accordance with the **Unclaimed Money Act 2008**;

- e) amending clause 25 to protect local amenity when clothing recycling bins are placed on Council land;
- f) including a new clause 31A, to enable authorised officers to require fencing on development sites to reduce risk and protect safety;
- g) amending clause 35, to better respond to noise and other nuisances emanating from commercial premises, including backpacker accommodation;
- h) amending clause 36, to better manage domestic waste bins placement on public land;
- i) rewriting clause 42, which regulates parking during the period of the Australian Grand Prix;
- j) amending clause 43, so as to ensure consistency with the Road Safety Road Rules;
- k) rewriting clause 46 and inserting a new 46A, to reduce potentially detrimental environmental water impacts from stormwater pipes and groundwater pump and filtration systems;
- l) amending clause 57 to better respond to safety and amenity concerns about dangerous and unsightly buildings and land;
- m) amending clause 60, to ensure that shopping trolleys made available by larger retailers have a coin operated lock or perimeter constraint system from July 2018 to reduce the impact of abandoned shopping trolleys;
- n) introducing a new clause 62A to prohibit placing or leaving glass or sharp objects on the beach on public holidays; and
- o) making typographical and formatting corrections.

A copy of the Amending Local Law, the Existing Local Law (showing the amendments made by the Amending Local Law) and incorporated documents are available during normal business hours from the following Council Offices: St Kilda Town Hall, corner Carlisle Street and Brighton Road, St Kilda; South Melbourne Town Hall, 208–220 Bank Street, South Melbourne; Port Melbourne Town Hall, 333 Bay Street, Port Melbourne; or from Council's website at www.portphillip.vic.gov.au

Further information regarding the Amending Local Law can be obtained by telephoning Council's Coordinator Animal Management and Local Laws on (03) 9209 6268.

PETER SMITH
Chief Executive Officer

Planning and Environment Act 1987

ALPINE PLANNING SCHEME

INDIGO PLANNING SCHEME

TOWONG PLANNING SCHEME

Notice of the Preparation of an Amendment

Amendment GC85

The Alpine Shire Council has prepared Amendment GC85 to the Alpine Planning Scheme, Indigo Planning Scheme and Towong Planning Scheme.

The land affected by the Amendment is all land zoned to allow for consideration of a utility installation.

The Amendment proposes to insert a new local policy into each planning scheme that applies to application for the use and development of land for groundwater extraction and bottling. This local policy specifies how amenity issues that may be associated with use and development of land for groundwater extraction and bottling will be managed including noise, dust, traffic impacts and visual impacts to surrounding residents and significant landscapes.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, during business hours, at the following locations: **Alpine Shire Council:** Council Offices, 2 Churchill Avenue, Bright; Myrtleford Library, 14 O'Donnell Avenue, Myrtleford; Mount Beauty Library, 61 Lakeside Avenue, Mount Beauty; **Indigo Shire Council:** 101 Ford Street, Beechworth; 40 Conness Street, Chiltern; 34 High Street,

Yackandandah; 153 High Street, Rutherglen; The Pines, 2 Kurrawong Way, Beechworth; **Towong Shire Council:** Towong Shire Council, 32 Towong Street, Tallangatta; Tallangatta Early Years Learning Centre, 33–37 Towong Street, Tallangatta; Towong Shire Council/Elyne Mitchell Library, 76 Hanson Street, Corryong; and at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

Any person who may be affected by the Amendment may make a submission to the planning authority about the Amendment. 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. The closing date for submissions is 21 December 2017. A submission must be sent to the Alpine Shire Council, Planning and Amenity, PO Box 139, Bright, Victoria 3741.

The planning authority must make a copy of every submission available at its office for any person to inspect, free of charge, for two months after the Amendment comes into operation or lapses.

CHARLIE BIRD
Chief Executive Officer
Alpine Shire Council

Planning and Environment Act 1987
WHITTLESEA PLANNING SCHEME
Notice of the Preparation of an Amendment
Amendment C127

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

The land affected by the Amendment is all land within the Urban Growth Boundary at City of Whittlesea.

The Amendment proposes to replace Clause 22.03 [No Content] with a new Local Planning Policy – Integrated Water Cycle Management (IWCM).

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 Whittlesea, Civic Centre Office on 25 Ferres Boulevard, South Morang, Victoria 3752; and at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

Any person who may be affected by the Amendment may make a submission to the planning authority about the Amendment. 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. The closing date for submissions is Friday 22 December 2017. A submission must be sent to the City of Whittlesea, Locked Bag 1, Bundoora MDC, Victoria 3083.

The planning authority must make a copy of every submission available at its office for any person to inspect, free of charge, for two months after the Amendment comes into operation or lapses.

SIMON OVERLAND
Chief Executive Officer
City of Whittlesea

Planning and Environment Act 1987
FRANKSTON PLANNING SCHEME
 Notice of the Preparation of an Amendment
 Amendment C124

Frankston Council has prepared Amendment C124 to the Frankston Planning Scheme.
 The Amendment applies to land within the Frankston Metropolitan Activity Centre Structure Plan area.



Figure 1 above: Precincts within the Frankston Metropolitan Activity Centre Structure Plan

The Amendment proposes to introduce the Residential Growth Zone (RGZ) into the Frankston Planning Scheme and applies Schedule 1 of that zone by rezoning General Residential Zoned (GRZ) land and Commercial 1 Zoned (C1Z) land within Precincts 4 and 7 of the Frankston Metropolitan Activity Centre Structure Plan (FMAC Structure Plan). The Amendment also proposes to rezone C1Z, Commercial 2 Zoned (C2Z) and GRZ land to the Mixed Use Zone (MUZ) within Precincts 5 and 10 of the FMAC Structure Plan, rezones GRZ land to the MUZ within Precinct 8 of the FMAC Structure Plan, rezones Industrial 1 Zoned (IN1Z) land to C2Z within Precinct 6 of the FMAC Structure Plan, and rezones GRZ and C2Z land to C1Z within Precinct 9 of the FMAC Structure Plan.

In addition, the Amendment proposes to delete Design and Development Overlay Schedule 6 (DDO6) generally from Precinct 4 and 5 of the FMAC Structure Plan, apply Design and Development Overlay Schedule 5 (DDO5) to Precinct 5 of the FMAC Structure Plan, apply Design and Development Overlay Schedule 12 (DDO12) to Precincts 4 and 7 of the FMAC Structure Plan, apply Design and Development Overlay Schedule 13 (DDO13) to Precincts 8 and 9 of the FMAC Structure Plan, and include Built Form Guidelines as reference documents under the DDO12 and DDO13.

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 Frankston Civic Centre, 30 Davey Street, Frankston; and at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

Any person who may be affected by the Amendment may make a submission to the planning authority about the Amendment. 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. The closing date for submissions is 22 December 2017. A submission must be sent to the Frankston Strategic Planning Department, PO Box 490, Frankston, Victoria 3199, or via email to town.planning@frankston.vic.gov.au

The planning authority must make a copy of every submission available at its office for any person to inspect, free of charge, for two months after the Amendment comes into operation or lapses.

MICHAEL PAPAGEORGIU
Planning and Environment Manager

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 23 January 2018, 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.

CALDARELLA, Ignazio, late of 110 Railway Crescent, Broadmeadows, Victoria 3047, deceased, who died on 21 August 2017.

DANILOVIC, Marija, late of 133 Murrumbeena Road, Murrumbeena, Victoria 3163, deceased, who died on 22 December 2016, Grant of Probate dated 18 October 2017.

DYETT, Colin Robert, late of Ron Conn Nursing Home, 33 Westminster Drive, Avondale Heights, Victoria 3034, deceased, who died on 2 September 2017.

Dated 14 November 2017

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 25 January 2018, 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.

GRBIC, Stana, late of Gladswood Lodge, 15 Waxman Parade, Brunswick West, Victoria 3055, deceased, who died on 1 May 2017.

KLEINMAN, John David, late of Unit 4, 5 Celeste Court, St Kilda East, Victoria 3183, deceased, who died on 20 September 2017.

McCONNELL, Shirley Ann, late of 55 Bladin Street, Laverton, Victoria 3028, deceased, who died on 31 August 2017.

SCHONAUER, Adolf, late of Marina Residential Aged Care, 385 Blackshaws Road, Altona North, Victoria 3025, deceased, who died on 30 August 2017.

SIMMONS, Elsie Mary, late of 83 Messmate Street, Lalor, Victoria 3075, retired, deceased, who died on 15 August 2017.

Dated 16 November 2017

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 26 January 2018, 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.

CZAJKOWSKI, Magdalena Franziska, late of Caspa Care – Emerald Hill Nursing Home, 203 Napier Street, South Melbourne, Victoria 3205, deceased, who died on 29 June 2017.

GLEDHILL, Graeme, late of 38 Mount Bainbridge Road, Hamilton, Victoria 3300, deceased, who died on 20 June 2017.

HALL, Nancy Frances Rose, late of Twin Parks Hostel, 48 Blake Street, Reservoir, Victoria 3073, deceased, who died on 5 September 2017.

HALL, Stanley Sidney, late of Flat 86, 180 Mills Street, Middle Park, Victoria 3206, deceased, who died on 6 September 2017.

KARP, Klaudiya, late of Flat 77, 259 Malvern Road, South Yarra, Victoria 3141, deceased, who died on 24 December 2016.

NEARY, Michael, late of Allity Medina Manor Aged Care, 200A Smith Street, Thornbury, Victoria 3071, deceased, who died on 15 July 2017.

PEDEVSKI, Danica, late of 66 Fehon Street, Yarraville, Victoria 3013, deceased, who died on 29 December 2015.

SULLIVAN, Thomas John, late of 24 Brown Street, Coburg, Victoria 3058, deceased, who died on 10 July 2017.

Dated 17 November 2017

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 29 January 2018, 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.

CADERNO, Nelly, also known as Nelida Caderno, late of Gregory Lodge Nursing Home, 2–58 Newmarket Street, Flemington, Victoria 3031, deceased, who died on 15 September 2017.

CAMPBELL, Kirsty Anne, late of 18 Sibley Place, Strathdale, Victoria 3550, deceased, who died on 21 September 2017.

DAVIES, Marianne Frances, late of 14 Cynthia Street, Morwell, Victoria 3840, deceased, who died on 9 August 2017.

EDWARDS, Clyde Thomas, late of Sacred Heart Mission Inc., 86–88 St Kilda Road, St Kilda, Victoria 3182, deceased, who died on 29 August 2017.

GARDNER, Ronald, late of Sacred Heart Hostel, 99–101 Grey Street, St Kilda, Victoria 3182, deceased, who died on 23 September 2017.

GLEADALL, Gary Benjamin, late of Flat 500, 313 Flinders Street, Melbourne, Victoria 3000, deceased, who died on 14 September 2017.

GRANT, Ian Bernard, late of Unit 13, 44 Sutherland Road, Armadale, Victoria 3143, deceased, who died on 3 October 2017.

WAKEFIELD, Stephen Ross, late of 157 Brady Road, Dandenong North, Victoria 3175, deceased, who died on 20 June 2017.

WILKEY, Doris Pauline, late of Southern Cross Care Dandenong, 82 McCrae Street, Dandenong, Victoria 3175, deceased, who died on 24 August 2017.

Dated 20 November 2017

Building Act 1993

BUILDING INTERIM REGULATIONS 2017

Notice of Accreditation

Pursuant to Part 14 of the Building Interim Regulations 2017 a Certificate of Accreditation (Number V17/01) has been issued to Geelong Polystyrene Products Pty Ltd, 4 Lewalan Street, Grovedale, Victoria 3216, for the Geelong Polystyrene Cladding System.

The Building Regulations Advisory Committee established under Division 4 of Part 12 of the **Building Act 1993**, after examination of an application for the accreditation of the Geelong Polystyrene Cladding System as being suitable as an external wall cladding system, has determined that the Geelong Polystyrene Cladding System complies

with the following Performance Requirements of the National Construction Code Volume Two – Building Code of Australia Class 1 and Class 10 Buildings:

P2.1.1, P2.2.2 and P2.2.3

as adopted by the Building Interim Regulations 2017, to the extent that those clauses refer to the structural performance, resistance to wind action and rainwater action, weatherproofing and dampproofing requirements for external wall cladding systems.

Conditions for use of the product are provided on the Certificate.

JOHN SHAW

Secretary

Building Regulations Advisory Committee

Country Fire Authority Act 1958

DECLARATION OF FIRE DANGER PERIOD

In pursuance of the powers conferred by section 4 of the **Country Fire Authority Act 1958**, I, Steven Warrington, Chief Officer of the Country Fire Authority, after consultation with the Secretary to the Department of Environment, Land, Water and Planning, hereby declare the following periods to be the Fire Danger Period in the municipal districts of the municipalities or parts of municipalities specified, commencing on the dates shown and, unless varied by subsequent declaration, ending at 0100 hours on 1 May 2018.

To commence from 0100 hours on 27 November 2017:

- Horsham Rural City Council (Remainder)
- West Wimmera Shire Council (Remainder)
- Moorabool Shire Council
- Ballarat City Council
- Hepburn Shire Council
- Pyrenees Shire Council
- Wodonga City Council
- Alpine Shire Council
- Indigo Shire Council
- Towong Shire Council
- Falls Creek Alpine Resort Management Board
- Mount Hotham Alpine Resort Management Board.

STEVEN WARRINGTON AFSM

Chief Officer

Forests Act 1958, No. 6254**DECLARATION OF A PROHIBITED PERIOD**

In pursuance of the powers conferred by section 3 sub-section (2) of the **Forests Act 1958**, I, Stephanie Rotarangi, delegated officer for the Minister for Energy, Environment and Climate Change in the State of Victoria, hereby declare the commencement of the Prohibited Period for all land within the Fire Protected Area (other than State forest, national park and protected public land) within the municipalities and/or alpine resorts nominated for the period specified in Schedule 1:

SCHEDULE 1

A Prohibited Period shall commence at 0100 hours on Monday 27 November 2017, and terminate at 0100 hours on 1 May 2018, unless varied, in the following:

Alpine Shire
 Falls Creek Alpine Resort
 Indigo Shire
 Mount Hotham Alpine Resort
 Towong Shire
 Wodonga City

STEPHANIE ROTARANGI
 Chief Fire Officer

Department of Environment, Land, Water and Planning
 Delegated Officer, pursuant to section 11,
Conservation, Forests and Lands Act 1987

City of Melbourne Act 2001**MELBOURNE CITY COUNCIL – LORD MAYORAL, DEPUTY LORD MAYORAL AND COUNCILLOR ALLOWANCES – ALTERATION**

In accordance with section 26A(3) of the **City of Melbourne Act 2001**, notice is hereby given that the following new allowance amounts for the Lord Mayor, Deputy Lord Mayor and Councillors of the Melbourne City Council are:

Lord Mayor: \$193,070 per annum
 Deputy Lord Mayor: \$96,534 per annum
 Councillors: \$45,333 per annum

The new allowance amounts take effect on 1 December 2017.

Dated 14 November 2017

MARLENE KAIROUZ MP
 Minister for Local Government

City of Greater Geelong Act 1993**GREATER GEELONG CITY COUNCIL – MAYORAL AND DEPUTY MAYORAL ALLOWANCES – ALTERATION**

In accordance with section 13(3) of the **City of Greater Geelong Act 1993**, notice is hereby given that the following new allowance amounts for the Mayor and Deputy Mayor of the Greater Geelong City Council are:

Mayor: \$96,534 per annum
 Deputy Mayor: \$30,223 per annum

The new allowance amounts take effect on 1 December 2017.

Dated 14 November 2017

MARLENE KAIROUZ MP
 Minister for Local Government

Local Government Act 1989**MAYORAL AND COUNCILLOR ALLOWANCES ADJUSTMENT**

In accordance with section 73B(4)(a) of the **Local Government Act 1989**, notice is hereby given that an adjustment factor of 2.0% applies to Mayoral and Councillor allowances.

In accordance with section 73B(4)(b) of the **Local Government Act 1989**, the new limits and ranges of Mayoral and Councillor allowances, adjusted in accordance with the adjustment factor, are:

Category 1	Councillors: \$8,490–\$20,231 per annum	Mayors: up to \$60,442 per annum
Category 2	Councillors: \$10,490–\$25,225 per annum	Mayors: up to \$78,051 per annum
Category 3	Councillors: \$12,614–\$30,223 per annum	Mayors: up to \$96,534 per annum

This notice does not apply to the Lord Mayor, Deputy Lord Mayor and Councillors of the Melbourne City Council, and the Mayor and Deputy Mayor of the Greater Geelong City Council.

The new adjusted limits and ranges take effect on 1 December 2017.

Dated 14 November 2017

MARLENE KAIROUZ MP
Minister for Local Government

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.

School Naming:

School Name	Naming Authority and Location
Richmond High School – Griffiths Street Campus	Department of Education and Training A new school entity located at 4 Griffiths Street, Richmond.
Richmond High School – Gleadell Street Campus	A new school entity located at 6 Gleadell Street, Richmond.
Hamlyn Views School	Department of Education and Training A new school entity located at 45 Calvert Street, Hamlyn Heights.
Officer Secondary College	Department of Education and Training Located at 1 Parker Street, Officer.
Yarra Me School	Department of Education and Training Formerly known as Baltara School. To be located at Highview Road, Preston.

Office of Geographic Names

Land Use Victoria
2 Lonsdale Street
Melbourne 3000

CRAIG SANDY
Registrar of Geographic Names

Education and Training Reform Act 2006

MINISTERIAL ORDER NO. 1061

Hamlyn Views School Council

Constituting Order

A. Purpose

The purpose of this Order is to constitute a school council for Hamlyn Views 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 Hamlyn Views 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. 5565 named Hamlyn Views School situated at 45 Calvert Street, Hamlyn Heights, Victoria 3215.

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 4 of the Education and Training Reform Regulations 2017 apply to the Council.

3. Definitions

3.1 In this Order:

‘Children’s service’ means:

- (a) a children’s service under the **Children’s Services Act 1996**; and
- (b) an education and care service under the Education and Care Services National Law (Vic.).

‘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 27 of the Education and Training Reform Regulations 2017, 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 approval under the **Children's Services Act 1996** or the Education and Care Services National Law (Vic.) 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**, or the Education and Care Services National Law (Vic.) 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 2017, 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 2018 (or, if no election is held that year, 31 March of that year);

(b) Subclause 33.12 operates until and inclusive of the day after the date of the declaration of the poll in 2018 (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 one Parent member.

- 33.4 (a) 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 one Parent 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 2018.
- (b) The School Council may, prior to the date of the declaration of the poll in 2018 (or if no election is held that year, 31 March of that year), appoint two persons who are eligible for appointment to the Community member category of the school council for a term of office until and inclusive of the date of the declaration of the poll in 2018 (or if no election is held that year, 31 March of that year).
- 33.5 The School Council may, prior to the date of the declaration of the poll in 2018 (or, if no election is held that year, 31 March of that year), 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 4 of the Education and Training Reform Regulations 2017 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 4 of the Education and Training Reform Regulations 2017 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 a member under clause 33.4(b).

- (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 2018 school year commencement date and 31 March 2018 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 2018.

This Order is made 16 November 2017

THE HON. JAMES MERLINO, MP
Minister for Education

SCHEDULE 1

Hamlyn Views School Council

7T 3P 2DET 2CO

SCHEDULE 2

SCHOOL COUNCIL MEMBERSHIP TABLE

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
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

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
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
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

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
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
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

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
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
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

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
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
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

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
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

MINISTERIAL ORDER NO. 1058

Richmond High School Council

Constituting Order

A. Purpose

The purpose of this Order is to constitute a school council for Richmond High 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 Richmond High School, 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. 8271 named Richmond High School situated across two campuses at 4 Griffiths Street, Richmond 3121, and 6 Gleadell Street, Richmond 3121.

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 4 of the Education and Training Reform Regulations 2017 apply to the Council.

3. Definitions

3.1 In this Order:

‘Children’s service’ means:

- (a) a children’s service under the **Children’s Services Act 1996**; and
- (b) an education and care service under the Education and Care Services National Law (Vic.).

‘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 27 of the Education and Training Reform Regulations 2017, 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 approval under the **Children's Services Act 1996** or the Education and Care Services National Law (Vic.) 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**, or the Education and Care Services National Law (Vic.) 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 2017, 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 2018 (or, if no election is held that year, 31 March of that year);
- (b) Subclause 33.12 operates until and inclusive of the day after the date of the declaration of the poll in 2018 (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 fifteen members comprising the principal *ex officio* and six other DET employees, three Parents and five Community members.
- 33.4 (a) By ministerial appointment made for the purposes of this clause, six DET employees and three Parents are appointed as members of the Council from the date this clause takes effect until and inclusive of the date of the declaration of the poll in 2018.

- (b) The School Council may, prior to the date of the declaration of the poll in 2018 (or if no election is held that year, 31 March of that year), appoint up to five persons who are eligible for appointment to the Community member category of the school council for a term of office until and inclusive of the date of the declaration of the poll in 2018 (or if no election is held that year, 31 March of that year).
- 33.5 The School Council may, prior to the date of the declaration of the poll in 2018 (or, if no election is held that year, 31 March of that year), 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 4 of the Education and Training Reform Regulations 2017 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 4 of the Education and Training Reform Regulations 2017 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 a member under clause 33.4(b).
- (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 2018 school year commencement date and 31 March 2018 in respect of six Parent member positions and four DET employee member positions 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 2018.

This Order is made on 16 November 2017

THE HON. JAMES MERLINO, MP
Minister for Education

SCHEDULE 1

Richmond High School

15T 6P 5DET 4CO

SCHEDULE 2

SCHOOL COUNCIL MEMBERSHIP TABLE

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
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

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
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
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

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
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
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

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
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
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

Total	Parent members	DET employee members	Community members	Max DET employees	Max DET employee parents*
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
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.

Electricity Industry Act 2000
MOMENTUM ENERGY PTY LTD ABN 42 100 569 159
VICTORIA – GENERAL SOLAR FEED-IN TARIFF TERMS AND CONDITIONS
Momentum Energy

Scope of Contract

1. This *Contract* governs the purchase by *us* from you of *Small Renewable Energy Generation Electricity* generated by *Your Facility* only.
2. This *Contract* does not address the purchase of *Renewable Energy Certificates* from you; we will not purchase any *Renewable Energy Certificates* created as a result of generation by *Your Facility* under this *Contract*.

Effect of this Contract upon Your Electricity Supply Contract

3. This *Contract* is separate to your *Electricity Supply Contract* with us. If you are not an existing customer of *ours* you must become a party to an *Electricity Supply Contract* with *us*. The *Standard Feed-in Tariff* under this *Contract* will not commence until that occurs and electricity supply commences under that contract.
4. This *Contract* will not vary any aspect of your *Electricity Supply Contract* including but not limited to the minimum term (if any) of that *Electricity Supply Contract*.

Commencement of Contract

5. This *Contract* will commence upon the later of:
 - (a) 1 January 2017; and
 - (b) the date agreed by *us* and you, provided that you have given your express consent to entering into this *Contract* by that date or, if no such date has been agreed, on the date that you provide your express consent.
6. If you have not previously been on a feed-in tariff with *us* or another retailer, the *Standard Feed-in Tariff* under this *Contract* will not commence until you have provided an appropriate *Certificate of Electrical Safety* from the registered electrical contractor who installed *Your Facility*. If you are transferring to *us* from another retailer where you previously had a feed-in tariff, we will not require a *Certificate of Electrical Safety*.

Term of Contract

7. This *Contract* will continue until it ends under clause 33.

Connection of Your Facility

8. If requested by you, we will make a request to the *Distributor* to connect *Your Facility* to the *Energy Distribution System* as soon as practicable after you satisfy any relevant requirements of the *Energy Retail Code* or any other applicable law relating to the connection of *Your Premises*. The request to the *Distributor* will include details of any necessary metering.
9. We will make the request to the *Distributor* by no later than the next business day after receiving from you all documentation required under the **Electricity Safety Act 1998** (Vic.) and all documentation reasonably required by *us* or the *Distributor*.
10. Any distribution charges that we incur in relation to the connection, disconnection or reconnection of *Your Facility* to the *Energy Distribution System*, or its operation or metering, to the extent that they are not recovered under your *Electricity Supply Contract*, will be charged to you under this *Contract* at the relevant applicable price under your *Electricity Supply Contract*. We may deduct any such amounts from your *Standard Feed-in Tariff Credit*.

Meter Reading

11. We will base the *Standard Feed-in Tariff Credit* on a reading of your *NEM-Compliant Meter* that records the supply of electricity from *Your Facility* to the *Energy Distribution System*, and in any event, we will use *our* best endeavours to ensure that the meter is read at least once in any 12 month period.

12. You will allow *us*, or *our* representative, safe convenient and unhindered access to *Your Premises* and to the meter that records the supply of electricity from the *Small Renewable Energy Generation Facility* to the *Distribution System*, for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance, repair, testing, inspecting, altering and/or replacement. Where applicable, you agree the provisions that apply to your meter under the *Electricity Supply Contract* apply to the meter(s) under this *Contract*. To the extent that there is an inconsistency between the metering provisions *Electricity Supply Contract* and the metering provisions of this *Contract*, the metering provisions under the *Electricity Supply Contract* will, to the extent of such inconsistency, prevail. *We* or *our* representative will carry or wear official identification and, on request, will show that identification to you.
13. *We* will not be in breach of clause 11 of this *Contract* if we are unable to read a meter in any relevant period as a result of you breaching clause 12 or clause 31, or if some other event outside of *our* control prevents *us* from reading the meter.
14. If *we* are not able to reasonably or reliably base a *Standard Feed-in Tariff Credit* on a reading of the meter, we will not apply a credit unless:
 - (a) the *Distributor* or our representative estimates the generation in accordance with applicable regulatory instruments, or
 - (b) *we*, at *our* discretion, estimate accounts (including debits and credits) in accordance with the provisions of your *Electricity Supply Contract* or any applicable law where the meter is faulty or consumption and energy flows (including import and export) are not properly recorded.

Purchase of Small Renewable Energy Generation Electricity from You

15. *We* will only purchase electricity received and measured on the meter (or estimated in accordance with clause 14). *We* have no obligation to pay or compensate you for any electricity exported from *Your Facility* that is rejected by the *Energy Distribution System* for any reason. *We* will notify you as soon as practicable after we become aware of any inability of the *Energy Distribution System* to accept *Small Renewable Energy Generation Electricity* generated by *Your Facility*.

Rates We Will Pay You for Your Small Renewable Energy Generation Electricity

16. *We* will credit you for the *Small Renewable Energy Generation Electricity* supplied by you under this *Contract* at the *Standard Feed-in Tariff*, by applying the *Standard Feed-in Tariff Credit* as a credit to your bills under your *Electricity Supply Contract*.
17. *We* will apply the *Standard Feed-in Tariff Credit* at the same frequency as you are billed by *us* for electricity supplied to *Your Premises* pursuant to your *Electricity Supply Contract*.
18. If a bill that *we* issue under your *Electricity Supply Contract* has a credit balance as a result of the application of the *Standard Feed-in Tariff Credit*, the credit balance will be applied towards your next bill under your *Electricity Supply Contract*.
19. Any excess credit amount accrued under this *Contract* will be extinguished, and your entitlement to the excess credit ceases, on the date that electricity supply ceases under your *Electricity Supply Contract*.

GST and ABN

20. If the supply of the *Small Renewable Energy Generation Electricity* to us under this *Contract* is a taxable supply under the *GST Act*, and you have provided to *us* your ABN, all evidence that *we* reasonably require to establish that the supply is a taxable supply, and a valid tax invoice, *we* will increase the *Standard Feed-in Tariff Credit* to cover any GST payable on the supply.

21. If you do not quote your ABN, you warrant that your generation of electricity is for private and domestic purposes and not related to any business enterprise carried on by you and for this reason you have not provided an ABN to *us*. If *we* ask you to do so, you must complete a No ABN Withholding Declaration (the form of which is available from *us* on request).
22. Terms used in clauses 20 and 21 that are used in the *GST Act* have the same meaning as in that Act.

Review of Credit

23. If you think that your *Standard Feed-in Tariff Credit* may be incorrect, you may ask *us* to review it. *We* will review your *Standard Feed-in Tariff Credit* if you request that *we* do so. Any such review will be conducted in accordance with clause 29 of the *Energy Retail Code* or the relevant clause in any amended version of the *Energy Retail Code*.

Over-crediting and Under-crediting

24. If *we* over-credit you for electricity supplied by you, *we* will recover the over-credit in accordance with clause 30 of the *Energy Retail Code* or the relevant clause in any amended version of the *Energy Retail Code*.
25. If *we* under-credit you for electricity supplied by you, *we* will credit the amount under-credited to the next bill issued to you after *we* become aware of the under-crediting.

Variation to Standard Feed-in Tariff

26. To the extent permitted by law, *we* may vary the structure or amount of our *Standard Feed-in Tariff* after the commencement of this *Contract* (including, but not limited to, where this is required due to changes to the *Scheme*). If, after the commencement of this *Contract*, our *Standard Feed-in Tariff* is varied in a way that affects this *Contract*, *we* will give you notice of the variation as soon as practicable and in any event that notice will be given no later than the date that your next bill and/or credit is issued after the variation occurs.

Force Majeure

27. If a Force Majeure Event occurs and either you or *we* breach this *Contract* due to this event only, the breach is to be dealt with on the basis specified in clause 20 of the *Energy Retail Code* or the relevant clause in any amended version of the *Energy Retail Code*.

Provision of Information

28. On request, *we* will provide you with reasonable information on any of *our* other feed-in tariff offers for which you are eligible. The information will be given within 10 business days of your request, and if you request, in writing.
29. *We* will retain your historical *Standard Feed-in Tariff Credit* data for a minimum of two years, whether or not this *Contract* and your Electricity Supply Contract may have terminated.
30. If you request historical data relating to this *Contract* *we* will process that request in the same manner as a request for historical data relating to a supply of electricity to you pursuant to clause 28 of the *Energy Retail Code* or the relevant clause in any amended version of the *Energy Retail Code*.

Your Obligations

31. You must:
 - (a) obtain and maintain all necessary licences, permits and/or approvals from all relevant authorities (including building and planning approvals) required for you to generate *Small Renewable Energy Generation Electricity*;
 - (b) maintain *Your Facility* (and all associated equipment) in good working and reliable order; and
 - (c) obtain prior written consent of the *Distributor* and *us* prior to making any changes to *Your Facility* (including operational, structural and functional changes), including any changes in *Your Facility's* generation capacity or export capacity.

Complaints Procedure

32. Should you wish to make a complaint in relation to this *Contract* we will address your complaint in accordance with *our* complaints handling procedures and in accordance with the *Energy Retail Code*. If you are not satisfied with the resolution you have the right to escalate the matter to a higher level within Momentum Energy or to the Energy and Water Ombudsman of Victoria.

Termination of Contract

33. This *Contract* will continue until the earlier of the following:
- (a) you terminate this *Contract* (which you may do at any time);
 - (b) *we* are no longer your electricity retailer at *Your Premises*;
 - (c) you no longer occupy *Your Premises*;
 - (d) if you and *we* enter a new feed-in contract at *Your Premises*, the expiry of any cooling-off period in respect of the new feed-in contract;
 - (e) if this *Contract* is terminated because you want to enter a feed-in contract with another retailer at *Your Premises*, the date when the other retailer becomes responsible for the feed-in contract;
 - (f) if an *Electricity Supply Contract* is terminated with regard to supply to *Your Premises* having been disconnected, the date when you no longer have a right under the *Energy Retail Code* to be reconnected;
 - (g) you are no longer eligible for the Scheme (whether due to a change in circumstances in relation to *Your Facility* or *Your Premises* or because of a change in the *Scheme*) or the *Scheme* is repealed; or
 - (h) *Your Facility* is decommissioned or removed.
34. If this *Contract* ends or is terminated, and you have not entered into a new feed-in contract with *us* or with another retailer, you must ensure that no *Small Renewable Energy Generation Electricity* is exported to the *Energy Distribution System* from *Your Facility* or *Your Premises*. We may take appropriate action (including arranging for the disconnection of the meter) to ensure that no *Small Renewable Energy Generation Electricity* is exported from *Your Facility*.

Liabilities

35. You are responsible for *Your Facility* and its use. You agree that *we* will not be liable for any loss, damage or injury that may be caused by *Your Facility* or its use.
36. You must install adequate protection devices to protect *Your Facility* from faults (including without limitation, power surges) on the *Energy Distribution System*. We will not accept liability for any loss or damage to *Your Facility* or for any injury.
37. We are not responsible for any act, omission, default or negligence of any third party including the *Distributor*.
38. To the extent permitted by law, you agree to:
- (a) release *us* from any and all liability to you, including where that liability arises from a claim brought by you against the *Distributor*, in respect of losses, costs and damages suffered by you, including without limitation, a failure resulting from the negligence of a *Distributor*; and
 - (b) indemnify *us* in respect of any liability that we have to any *Distributor* or a third party for liabilities, losses, costs and damages suffered or incurred by that *Distributor* or third party as a result of the *Small Renewable Energy Generation Electricity* supplied by you under this *Contract*.

Miscellaneous

39. Subject to clause 26, the terms and conditions of this *Contract* may only be varied by agreement in writing between *us* and you, unless a variation to the terms and conditions is required by law, or is reasonably necessary due to a change in the *Scheme* (in which case any replacement General Renewable Energy Feed-in Terms and Conditions published by *us* under the *Act* will apply under the *Contract* in place of these Terms and Conditions, with effect from when the replacement terms and conditions take effect, provided *we* notify you of the variation).
40. A notice, consent, document or other communication given by *us* under this *Contract* will be given in a manner specified in clause 3F of the *Energy Retail Code* or the relevant clause in any amended version of the *Energy Retail Code*.
41. You must not assign your rights and obligations pursuant to this *Contract* without obtaining our prior written consent. If *we* wish to assign our rights and obligations pursuant to this *Contract* with you, *we* will first obtain your consent, unless the assignment forms part of the sale or transfer of all or substantially all of *our* retail business.
42. You must notify *us* immediately if the generating capacity of your *Small Renewable Energy Generation Facility* changes. You acknowledge that you will no longer be eligible under the *Scheme* if the capacity of the facility becomes equal to or more than 100 kilowatts.
43. You acknowledge that in order to be eligible under the *Scheme*, you must be a ‘relevant generator’ as defined in section 40F of the *Act* (being, in general terms, a licensed generator or a person who is exempt from being licensed). You must notify *us* immediately if you are no longer a relevant generator.
44. You must inform *us* as soon as possible of any changes to your contact details.

DEFINITIONS

For the purposes of this *Contract*:

Act means the **Electricity Industry Act 2000** (Vic.)

Certificate of Electrical Safety means a certificate under section 45A of the **Electrical Safety Act 1998** (Vic.) granted by a registered electrical contractor under that Act following completion of electrical installation work.

Contract means the General Renewable Energy Feed-in Contract comprised of these Terms and Conditions and the schedule containing the particulars of your agreement with *us* (if any).

Distributor means the licensed electricity distributor responsible for supplying electricity to *Your Premises* pursuant to the Act.

Electricity Supply Contract means the contract for the purchase of electricity by you from us at *Your Premises*.

Energy Distribution System means the *Distributor’s* distribution system.

Energy Retail Code means the Code of that name published by the Essential Services Commission under the *Act*.

Force Majeure Event means an event which is outside of *our* or your reasonable control (as applicable).

GST Act means **A New Tax System (Goods and Services Tax) Act 1999** (Cth).

NEM-Compliant Meter means a meter which is compliant with the Australian Energy Market Operator (‘AEMO’) Metrology Procedure as published on the AEMO website from time to time.

Renewable Energy Certificate means a certificate created under the **Renewable Energy (Electricity) Act 2000** (Cth).

Scheme means the scheme for the purchase of *Small Renewable Energy Generation Electricity*, as set out in section 406 and associated sections of the Act.

Small Renewable Energy Generation Electricity has the meaning given to it in section 40F of the *Act*, and refers to electricity exported from *Your Facility* into the *Energy Distribution System* net of any electricity consumption at *Your Premises*, that is not supplied through the wholesale electricity market.

Small Renewable Energy Generation Facility has the meaning given to it in section 40F of the *Act*.

Standard Feed-in Tariff means the rate:

- (a) determined or recommended as the minimum credit or payment rate under the *Scheme* from time to time for the purchase of *Small Renewable Energy Generation Electricity*; and
- (b) the *Voluntary Retailer Credit* (if any).

Standard Feed-in Tariff Credit means a dollar credit payable to you under this *Contract*, as a result of the application of the *Standard Feed-in Tariff* to your *Small Renewable Energy Generation Electricity*.

Voluntary Retailer Credit means the dollar amount per kilowatt hour (if any) determined by *us* in addition to the minimum amount that is prescribed or recommended under the *Scheme* from time to time for the purchase of *Small Renewable Energy Generation Electricity*.

We/Us/Ours refers to Momentum Energy Pty Ltd.

Your Facility means a *Small Renewable Energy Generation Facility* which is installed at *Your Premises*.

Your Premises means the premises in Victoria at which *Your Facility* Is installed and from which you generate *Small Renewable Energy Generation Electricity*.

Electricity Industry Act 2000

TANGO ENERGY PTY LTD (ABN 43 155 908 839)

This publication is pursuant to section 40G of the **Electricity Industry Act 2000**, which requires Tango Energy Pty Ltd, as a relevant licensee, to publish its general renewable energy feed-in tariff scheme terms and conditions. Tango's 'Retailer Feed-In Tariff Scheme Terms' will take effect two months after the date of this notice.

RETAILER FEED-IN TARIFF SCHEME TERMS**PREAMBLE**

Under the Electricity Act, all electricity retailers with more than 5,000 Customers must offer to purchase electricity fed back into the grid by Qualifying Customers.

These Terms set out the conditions on which we will purchase electricity from you if you are a Qualifying Customer, and will apply in addition to your Contract without limiting, varying or excluding the operation of your Contract in any way.

These Terms may only be varied with your express consent, except where changes occur to the Energy Laws, in which case these Terms should be taken to be automatically amended. If any amendments materially affect your rights or obligations, we will advise you as soon as possible after the Energy Laws change. In the case of any inconsistency between the Energy Laws and these Terms, these Terms will prevail to the extent allowed by the Energy Laws. Any inconsistency not allowed by the Energy Laws will be void.

Unless otherwise specified, capitalised words used in these Terms are defined in clause 9.

1. About your RFIT Agreement**1.1 Are you a Qualifying Customer?**

- (a) To be a Qualifying Customer for a Supply Address, you must be a
- (b) Customer who:
 - (i) purchases electricity from us at a rate of 100 MWh or less per annum;
 - (ii) engages in the generation of electricity at your Supply Address through a Small Renewable Energy Generation Facility;
 - (iii) has been exempted by Order under section 17 of the Electricity Act from the requirement to hold a licence in respect of the generation of electricity for supply and sale; and
 - (iv) has a suitable meter type and tariff at your Supply Address.
- (c) If you have a facility that generates renewable electricity and it is not connected to the distribution system to which your Supply Address is connected, on your request and as soon as practicable after you enter into a Contract with us, we will request your distributor to connect your facility to the distribution system, to enable your facility to become a Small Renewable Energy Generation Facility. We will make this request no later than the next Business Day after receiving from you all documentation required under the **Electricity Safety Act 1998** (Vic.) and all documentation reasonably required by us or the relevant distributor.
- (d) If we determine that you are not a Qualifying Customer, we will contact you to advise you of any other options you may have.

1.2 When does your RFIT Agreement start?

- (a) Subject to clause 1.2(b) and (c) and any applicable cooling-off period, we may agree a start date with you for your RFIT Agreement.
- (b) Your RFIT Agreement will start on the later of:
 - (i) the date we start supplying electricity to your Supply Address;

- (ii) if you are already our Customer, the date:
 - (A) you accept the offer set out in your Electricity Plan and satisfy any relevant pre-conditions; or
 - (B) we start to sell you electricity under our Standing Offer; and
- (iii) the date you become a Qualifying Customer.
- (c) If you are on a Market Agreement, you must give us your express consent to entering into your RFIT Agreement.

2. About your Retailer Feed-In Tariff

2.1 What is your Retailer Feed-In Tariff rate?

- (a) Your Retailer Feed-In Tariff rate is not less than the minimum rate set for each year by the Essential Services Commission, excluding GST, or if no rate is set, any reasonable rate determined by us from time to time.
- (b) If your generation of electricity from a Small Renewable Energy Generation Facility relates to a business enterprise carried on by you and you are registered for GST, you must provide us with your ABN. On receipt of your ABN, we will provide you with a 10% credit for the GST component, in addition to the Retailer Feed-In Tariff rate detailed in clause 2.1(a).
- (c) From time to time, we may choose to credit you an additional amount for the electricity you feed back into the grid. We may withdraw this additional credit at any time by notice to you, in accordance with clause 2.1(e).
- (d) Within 10 Business Days of a request from you, we will give you information (in writing if you require) about the feed-in tariffs we can offer you.
- (e) We will give you notice of any variation to the Retailer Feed-In Tariff rate or additional amount credited by us under clause 2.1(c). The notice may be a message on your bill. We will notify you as soon as practicable, but by no later than your next bill. A notice of a variation to our tariffs under your Contract is taken to be a notice under your RFIT Agreement.

2.2 How do we determine your Retailer Feed-In Tariff payment?

- (a) Unless you expressly consent otherwise, your Retailer Feed-In Tariff payment will be based on the amount of electricity you export to the grid during a Billing Cycle.
- (b) To enable us to determine your Retailer Feed-In Tariff payment under clause 2.2(a), you must:
 - (i) have a national electricity market compliant meter that records your supply of electricity to the grid; and
 - (ii) comply with clause 2.2(c) so that your meter can be read.
- (c) You must allow the Responsible Person, or the Responsible Person's representative, safe, convenient and unhindered access to your Supply Address and meter, for the purpose of reading your meter (and for connection, disconnection, reconnection, maintenance and repair). The person who requires access will carry or wear official identification and on request will show that identification to you.
- (d) If a reading of your meter cannot be obtained during any Billing Cycle and your distributor provides us with an estimate of the amount of electricity you export to the grid, your Retailer Feed-In Tariff payment will be based on that estimate.
- (e) If your Retailer Feed-In Tariff payment is estimated under clause 2.2(d) and we later receive an actual reading of your meter, we will adjust your next bill under clause 2.4 to make up the difference between the credit you received and the credit you should have been provided. We will also use our best endeavours to ensure that the meter is read at least once in any 12 month period.

2.3 When do we pay you for the electricity you export?

- (a) Subject to clause 2.3(b), we will apply the Retailer Feed-In Tariff as a credit against the charges payable by you in each Billing Cycle, to pay you for any excess electricity you export to the grid.
- (b) We will not pay you for any electricity you export if a reading of your meter cannot be obtained and your distributor does not provides us with an estimate of the amount of electricity you export to the grid under clause 2.2, or if some other event occurs that is outside our control.

2.4 What if your Retailer Feed-In Tariff credit exceeds our Charges?

If your Retailer Feed-In Tariff credit exceeds our Charges in any billing period, we will add the additional credit to your next electricity bill and carry over further credits to future electricity bills until the excess credit is extinguished. If there is any excess credit remaining when your Contract ends, we will pay you the equivalent amount.

2.5 What if your Retailer Feed-In Tariff credit is more or less than it should be?

If we over-credit or under-credit you for the electricity supplied by you back into the grid, we will rectify this error in accordance with the Energy Retail Code.

3. Billing and Payments**3.1 What do you have to pay?**

In addition to the Charges set out in your Contract, you will need to pay any distributor-imposed charges. Upon your request we will inform you of the amount of any distributor-imposed charges before you enter into your RFIT Agreement.

3.2 Bill reviews

If you ask us to, we will review any credits applied to your account as required by the Energy Retail Code.

3.3 Your historical billing information

- (a) We will retain your Retailer Feed-In Tariff payment information for at least two years regardless of whether you remain our customer.
- (b) If you request any historical Retailer Feed-In Tariff payment information, we will process your request in accordance with the Energy Retail Code.

4. Ending your RFIT Agreement

- (a) If your Contract is ended by either you or us, your RFIT Agreement will automatically end at the same time.
- (b) We may not end your RFIT Agreement unless you enter into a new electricity contract with either us or another retailer for the supply and sale of electricity to your Supply Address, in which case clause 4(d) will apply.
- (c) Subject to clause 4(d), you may end your RFIT Agreement without notice.
- (d) Termination of your RFIT Agreement will not become effective until the earlier of:
 - (i) if you enter into a new Market Agreement and RFIT Agreement with us, the date the new agreements commence;
 - (ii) if you enter into a new electricity contract with another retailer for the supply and sale of electricity to your Supply Address, the date other retailer becomes responsible for offering to purchase the electricity you generate; or
 - (iii) if your Supply Address is disconnected, the date when you no longer have a right under the Energy Retail Code to be reconnected.

- (e) If your Electricity Plan contains a Benefit Period:
- (i) between 20 and 40 Business Days before the Benefit End Date, we will notify you of the date that the Benefit Period is due to expire, the options available to you and the tariff and terms and conditions that will apply after that date if you do not exercise any other option; and
 - (ii) the RFIT Agreement will continue after the expiry date on the tariff and terms and conditions notified, without further need for written agreement, provided the tariff and terms and conditions have taken effect in accordance with section 40H of the Electricity Act.

5. Force majeure

If an event occurs which is outside the reasonable control of us or you, and either you or we breach your RFIT Agreement due to this event only, we will deal with the breach in accordance with the Energy Retail Code.

6. Complaints

We will handle any complaint by you in accordance with the relevant Australian Standard on complaints handling and proceed in the manner specified in the Energy Retail Code.

7. Notices

- (a) A notice, consent, document or other communication given by us under your RFIT Agreement will be given in a manner specified by the Energy Retail Code.
- (b) You must advise us as soon as possible of any relevant change to your contact details.

8. Assignment

We may only assign your RFIT Agreement with your consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of our retail business.

9. Definitions

Benefit means any benefit set out in your Electricity Plan.

Benefit Period means the timeframe during which we may provide you with a Benefit, as specified in your Electricity Plan.

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 in Victoria.

Charges mean the tariffs and fees you are required to pay us for our supply of electricity to you.

Contract means your contract with us for the sale of electricity to you, under either a:

- (a) Market Agreement; or
- (b) Standing Offer.

Customer means a person who buys or wants to buy electricity from a retailer.

Electricity Act means the **Electricity Industry Act 2000** (Vic.).

Electricity Plan means the document setting out the terms of our offer to sell you electricity, including the Benefit, Retailer Feed-In Tariff, and other tariffs and charges.

Energy Laws means the Electricity Act, the Energy Retail Code, and all other relevant regulations, codes, procedures, statutory instruments, licences, proclamations and laws applicable to the sale and supply of electricity in Victoria.

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

Market Agreement means your contract with us for the sale of electricity to you, consisting of our Market Agreement Terms and your Electricity Plan.

Qualifying Customer has the meaning described in clause 1.1(a).

Responsible Person means the person who has responsibility for meter reading for a particular connection point, being either the retailer or the relevant distributor.

Retailer Feed-In Tariff has the meaning described in clause 2.1(a).

RFIT Agreement means the Feed-In Tariff Scheme Agreement that is formed between you and us when we purchase electricity from you under these Terms.

Small Renewable Energy Generation Facility has the meaning given in the Electricity Act.

Standing Offer means our offer to sell you electricity on terms and conditions that have been specified by law and prices as published on our website.

Supply Address means the premises to which we supply electricity.

Terms means these Retailer Feed-In Tariff Scheme Terms.

SCHEDULE

If you believe that you are a Qualifying Customer for a Supply Address, please complete this page and return it to us at Tango Energy Pty Ltd, Level 11, 474 Flinders Street, Melbourne, Victoria 3000.

Customer	[Full name]
ABN	[If your generation of electricity relates to a business enterprise carried on by, you must supply us with an ABN]
Supply Address	[Full address]
Contact details	Postal address: Mobile number: Email:
NMI	[Your National Meter Identifier is available on your electricity bill]
Small Renewable Energy Generation Facility	[Type of facility and generating capacity in kWh]
Retailer Feed-In Tariff rate	11.3 c/kWh (excluding GST) or 12.43 c/kWh (including GST), variable from time to time in accordance with our Terms
Additional Feed-In Tariff (if applicable)	Not applicable
Customer Signature	[You must sign here to consent to entering into your RFIT Agreement]
Date	

Electricity Industry Act 2000

TANGO ENERGY PTY LTD (ABN 43 155 908 839)

This publication is pursuant to section 40FF of the **Electricity Industry Act 2000**, which requires Tango Energy Pty Ltd, as a relevant licensee, to publish its premium solar feed-in tariff scheme terms and conditions.

PREMIUM FEED-IN TARIFF SCHEME TERMS**PREAMBLE**

These Terms set out the conditions on which we will purchase electricity from you if you are a Qualifying Customer for the Premium Feed-In Tariff Scheme, and will apply in addition to your Contract without limiting, varying or excluding the operation of your Contract in any way.

These Terms may only be varied with your express consent, except where changes occur to the Energy Laws, in which case these Terms should be taken to be automatically amended. If any amendments materially affect your rights or obligations, we will advise you as soon as possible after the Energy Laws change. In the case of any inconsistency between the Energy Laws and these Terms, these Terms will prevail to the extent allowed by the Energy Laws. Any inconsistency not allowed by the Energy Laws will be void.

Unless otherwise specified, capitalised words used in these Terms are defined in clause 9.

1. About your PFIT Agreement**1.1 Are you a Qualifying Customer?**

- (a) To be a Qualifying Customer for a Supply Address, you must be a Customer who:
 - (i) purchases electricity from us, for a single Supply Address or multiple Supply Addresses in aggregate, at a rate of 100 megawatt hours or less per annum;
 - (ii) engages in the generation of electricity:
 - (A) at a Supply Address that is your principal place of residence through one Qualifying Solar Energy Generation Facility; or
 - (B) at one or more Supply Addresses that are not your principal place of residence (such as business premises) through a Qualifying Solar Energy Generation Facility at each of those Supply Addresses;
 - (iii) has been exempted by Order under section 17 of the Electricity Act from the requirement to hold a licence in respect of the generation of electricity for supply and sale; and
 - (iv) has a suitable meter type and tariff at your Supply Address.
- (b) If you are receiving the Premium Feed-in Tariff, you must notify us 14 Business Days in advance of any change to your Qualifying Solar Energy Generating Facility that increases its generating capacity to more than 5 kilowatts.
- (c) You will cease to be a Qualifying Customer if you change your Qualifying Solar Energy Generating Facility by increasing its generating capacity:
 - (i) to more than 5 kilowatts; or
 - (ii) by adding extra solar panels, even if the overall system size remains 5 kilowatts or less.
- (d) If we determine that you are not, or cease to be, a Qualifying Customer, we will contact you to advise you of any other options you may have.

1.2 When does your PFIT Agreement start?

- (a) Subject to clause 1.2(b) and (c) and any applicable cooling-off period, we may agree a start date with you for your PFIT Agreement.

- (b) Your PFIT Agreement will start on the later of:
 - (i) the date we start supplying electricity to your Supply Address; and
 - (ii) if you are already our Customer, the date you accept the offer set out in your Electricity Plan and satisfy any relevant pre-conditions.
- (c) You must give us your express consent to entering into your PFIT Agreement. This means that, if we are selling you electricity under our Standing Offer, you must enter into a Market Agreement with us, or otherwise provide us with your signed consent, and satisfy any relevant preconditions before we can purchase electricity from you under the Premium Feed-In Tariff Scheme.

2. About your Premium Feed-In Tariff

2.1 What is your Premium Feed-In Tariff rate?

- (a) Your Premium Feed-In Tariff rate is not less than 60 cents per kilowatt hour, excluding GST.
- (b) From time to time we may choose to credit you an additional amount for the electricity you feed back into the grid. We may withdraw this additional credit at any time by notice to you, in accordance with clause 2.1(e).
- (c) Within 10 Business Days of a request from you, we will give you information (in writing if you require) about the feed-in tariffs that we have available.
- (d) If your generation of electricity from a Qualifying Solar Energy Generation Facility relates to a business enterprise carried on by you and you are registered for GST, you must provide us with your ABN. On receipt of your ABN, we will provide you with a 10% credit for the GST component, in addition to the Premium Feed-In Tariff rate detailed in clause 2.1(a).
- (e) We will give you notice of any variation to the Premium Feed-In Tariff rate. The notice may be a message on your bill. We will notify you as soon as practicable, but by no later than your next bill. A notice of a variation to our tariffs under your Contract is taken to be a notice under your PFIT Agreement.

2.2 How do we determine your Premium Feed-In Tariff payment?

- (a) Unless you expressly consent otherwise, your Premium Feed-In Tariff payment will be based on the amount of electricity you export to the grid during a Billing Cycle.
- (b) To enable us to determine your Premium Feed-In Tariff payment under clause 2.2(a), you must:
 - (i) have a national electricity market compliant meter that records your supply of electricity to the grid; and
 - (ii) comply with clause 2.2(c) so that your meter can be read.
- (c) You must allow the Responsible Person, or the Responsible Person's representative, safe, convenient and unhindered access to your Supply Address and meter, for the purpose of reading your meter (and for connection, disconnection, reconnection, maintenance and repair). The person who requires access will carry or wear official identification and on request will show that identification to you.
- (d) If a reading of your meter cannot be obtained during any Billing Cycle and your distributor provides us with an estimate of the amount of electricity you export to the grid, your Premium Feed-In Tariff payment will be based on that estimate.
- (e) If your Premium Feed-In Tariff payment is estimated under clause 2.2(d) and we later receive an actual reading of your meter, we will adjust your next bill under clause 2.5 to make up the difference between the credit you received and the credit you should have been provided. We will also use our best endeavours to ensure that the meter is read at least once in any 12 month period.

2.3 When do we pay you for the electricity you export?

- (a) Subject to clause 2.3(b), we will apply the Premium Feed-In Tariff as a credit against the charges payable by you in each Billing Cycle, to pay you for any excess electricity you export to the grid, until 1 November 2024 (subject to your continued eligibility).
- (b) We will not pay you for any electricity you export if a reading of your meter cannot be obtained and your distributor does not provides us with an estimate of the amount of electricity you export to the grid under clause 2.2, or if some other event occurs that is outside our control.

2.4 What if your Premium Feed-In Tariff credit exceeds our Charges?

If your Premium Feed-In Tariff credit exceeds our Charges in any billing period, we will add the additional credit to your next electricity bill and carry over further credits to future electricity bills until the excess credit is extinguished. If there is any excess credit remaining when your Contract ends, we will pay you the equivalent amount.

2.5 What if your Premium Feed-In Tariff credit is more or less than it should be?

If we over-credit or under-credit you for the electricity supplied by you back into the grid, we will rectify this error in accordance with the Energy Retail Code.

3. Billing and Payments**3.1 What do you have to pay?**

In addition to the Charges set out in your Contract, you will need to pay any distributor-imposed charges. Upon your request we will inform you of the amount of any distributor-imposed charges before you enter into your PFIT Agreement.

3.2 Bill reviews

If you ask us to, we will review any credits applied to your account as required by the Energy Retail Code.

3.3 Your historical billing information

- (a) We will retain your Premium Feed-In Tariff payment information for at least two years regardless of whether you remain our customer.
- (b) If you request any historical Premium Feed-In Tariff payment information, we will process your request in accordance with the Energy Retail Code.

4. Ending your PFIT Agreement

- (a) If your Contract is ended by either you or us, your PFIT Agreement will automatically end at the same time.
- (b) We may end your PFIT Agreement:
 - (i) on the fifteenth anniversary of the scheme start date, as defined in the Electricity Act;
 - (ii) for more than one Qualifying Solar Energy Generation Facility at a Supply Address that is your principal place of residence;
 - (iii) if your aggregate annual consumption for Qualifying Solar Energy Generation Facilities at one or more Supply Addresses that are not your principal place of residence exceeds 100 megawatt hours per annum;
 - (iv) if you vacate your Supply Address; or
 - (v) if you enter into a new electricity contract with either us or another retailer for the supply and sale of electricity to your Supply Address, in which case clause 4(d) will apply.
- (c) Subject to clause 4(d), you may end your PFIT Agreement without notice.

- (d) Termination of your PFIT Agreement will not become effective until the earlier of:
 - (i) if you enter into a new Market Agreement and PFIT Agreement with us, the date the new agreements commence;
 - (ii) if you enter into a new electricity contract with another retailer for the supply and sale of electricity to your Supply Address, the date other retailer becomes responsible for offering to purchase the electricity you generate; or
 - (iii) if your Supply Address is disconnected, the date when you no longer have a right under the Energy Retail Code to be reconnected.
- (e) If your Electricity Plan contains a Benefit Period:
 - (i) between 20 and 40 Business Days before the Benefit End Date, we will notify you of the date that the Benefit Period is due to expire, the options available to you and the tariff and terms and conditions that will apply after that date if you do not exercise any other option; and
 - (ii) the PFIT Agreement will continue after the expiry date on the tariff and terms and conditions notified, without further need for written agreement, provided the tariff and terms and conditions have taken effect in accordance with section 40H of the Electricity Act.

5. Force majeure

If an event occurs which is outside the reasonable control of us or you, and either you or we breach your PFIT Agreement due to this event only, we will deal with the breach in accordance with the Energy Retail Code.

6. Complaints

We will handle any complaint by you in accordance with the relevant Australian Standard on complaints handling and proceed in the manner specified in the Energy Retail Code.

7. Notices

- (a) A notice, consent, document or other communication given by us under your PFIT Agreement will be given in a manner specified by the Energy Retail Code.
- (b) You must advise us as soon as possible of any relevant change to your contact details.

8. Assignment

We may only assign your PFIT Agreement with your consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of our retail business.

9. Definitions

Benefit means any benefit set out in your Electricity Plan.

Benefit Period means the timeframe during which we may provide you with a Benefit, as specified in your Electricity Plan.

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 in Victoria.

Charges mean the tariffs and fees you are required to pay us for our supply of electricity to you.

Contract means your contract with us for the sale of electricity to you, under either a:

- (a) Market Agreement; or
- (b) Standing Offer.

Customer means a person who buys or wants to buy electricity from a retailer.

Electricity Act means the **Electricity Industry Act 2000** (Vic.).

Electricity Plan means the document setting out the terms of our offer to sell you electricity, including the Benefit, Premium Feed-In Tariff, and other tariffs and charges.

Energy Laws means the Electricity Act, the Energy Retail Code, the **Electricity Industry Amendment (Premium Solar Feed-In Tariff) Act 2009** (Vic.), and all other relevant regulations, codes, procedures, statutory instruments, licences, proclamations and laws applicable to the sale and supply of electricity in Victoria.

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

Market Agreement means your contract with us for the sale of electricity to you, consisting of our Market Agreement Terms and your Electricity Plan.

PFIT Agreement means the Premium Feed-In Tariff Scheme Agreement that is formed between you and us when we purchase electricity from you under these Terms.

Premium Feed-In Tariff has the meaning described in clause 2.1(a).

Qualifying Customer has the meaning described in clause 1.1(a).

Qualifying Solar Energy Generating Facility means a photovoltaic generating facility that:

- (a) has an installed or name-plate generating capacity of 5 kilowatts or less; and
- (b) is connected to a distribution system.

Responsible Person means the person who has responsibility for meter reading for a particular connection point, being either the retailer or the relevant distributor.

Small Renewable Energy Generation Facility has the meaning given in the Electricity Act.

Standing Offer means our offer to sell you electricity on terms and conditions that have been specified by law and prices as published on our website.

Supply Address means the premises to which we supply electricity.

Terms means these Premium Feed-In Tariff Scheme Terms.

SCHEDULE

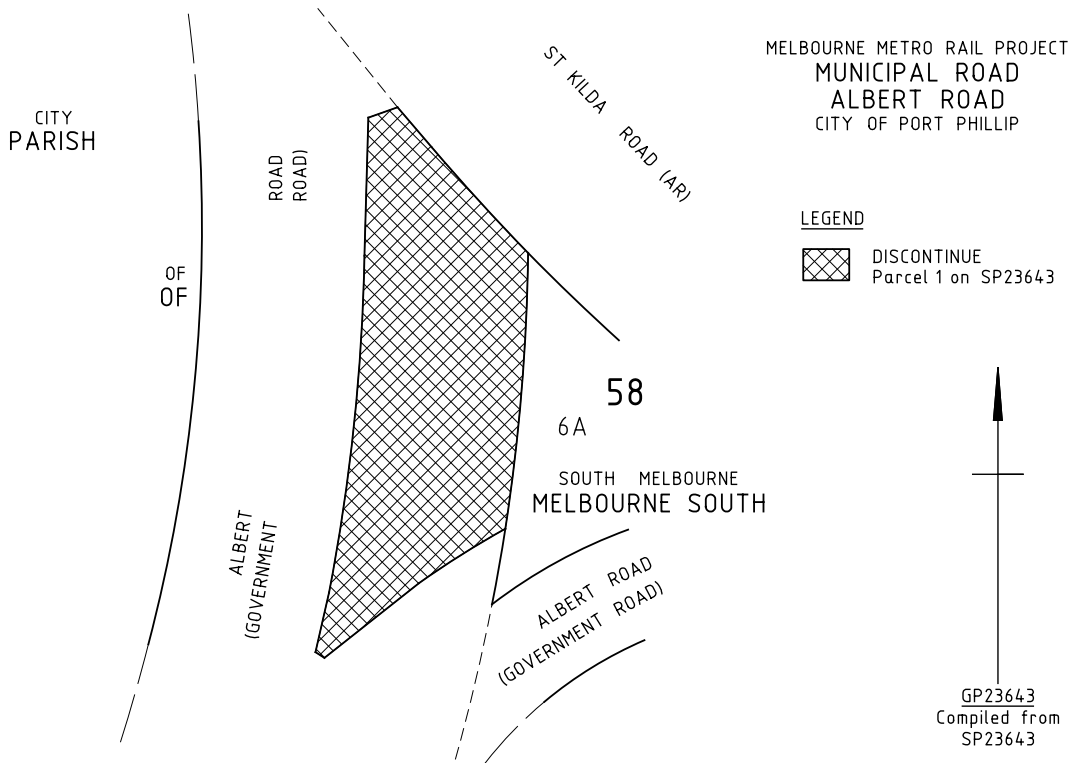
If you believe that you are a Qualifying Customer for a Supply Address, please complete this page and return it to us at Tango Energy Pty Ltd, Level 11, 474 Flinders Street, Melbourne, Victoria 3000.

Customer	[Full name]
ABN	[If your generation of electricity relates to a business enterprise carried on by, you must supply us with an ABN]
Supply Address and NMI (principal place of residence)	Supply Address: [Full address of principal place of residence] NMI: [Your National Meter Identifier is available on your electricity bill]
Supply Address and NMI for each property with a Qualifying Solar Energy Generation Facility (other than principal place of residence)	1. Supply Address: NMI: 2. Supply Address: NMI: 3. Supply Address: NMI:
Contact details	Postal address: Mobile number: Email:
Additional Feed-In Tariff (if applicable)	Not applicable
Customer Signature	[You must sign here to consent to entering into your PFIT Agreement]
Date	

Major Transport Projects Facilitation Act 2009
NOTICE OF DECISION TO DISCONTINUE ROAD

Pursuant to section 186 of the **Major Transport Projects Facilitation Act 2009** ('the Act'), I, Justin Deegan, Project General Counsel, Melbourne Metro Rail Authority (as delegate of the Secretary to the Department of Economic Development, Jobs, Transport and Resources, project authority for the Melbourne Metro Rail Project ('Metro Tunnel')) have made the decision to discontinue the section of Albert Road identified as Parcel 1 on Survey Plan SP23643 (which is not currently used for traffic purposes) for the purposes of the Metro Tunnel.

Pursuant to section 189 of the Act, upon publication of this notice, the decision to discontinue the part of Albert Road identified as Parcel 1 on Survey Plan SP23643 will take effect and the land will be deemed to be temporarily reserved under section 4(1) of the **Crown Land (Reserves) Act 1978** for public purposes, being, in particular, the purposes of the Metro Tunnel.



Signed for and on behalf of the Secretary to the
 Department of Economic Development, Jobs, Transport and Resources
JUSTIN DEEGAN
 Project General Counsel
 Melbourne Metro Rail Authority

Marine Safety Act 2010

NOTICE OF BOATING ACTIVITY EXCLUSION ZONE

Parks Victoria, as the declared waterway manager for the Yarra River upstream of port waters of the Port of Melbourne, hereby gives notice under section 208(2) of the **Marine Safety Act 2010** that the waters of the Yarra River between a diagonal line from the downstream edge of the VRA landing to the upstream edge of Federation Wharf and the upstream edge of Victoria Street Bridge are prohibited to all persons and vessels not registered to take part in the Head of the Yarra Rowing Regatta 2017. The exclusion zone takes effect between 9.30 am to 4.30 pm on Saturday 25 November 2017.

BY ORDER OF PARKS VICTORIA

Mineral Resources (Sustainable Development) Act 1990

EXEMPTION OF LAND FROM AN EXPLORATION, MINING, RETENTION
OR PROSPECTING LICENCE

I, Duncan Pendrigh, Director Statutory Authorisations, 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 Crown land situated within the boundaries of exploration licence application EL006614 from being subject to a licence under the **Mineral Resources (Sustainable Development) Act 1990**.

Dated 16 November 2017

DUNCAN PENDRIGH
Director Statutory Authorisations
Delegate of the Minister

Public Records Act 1973

DECLARATION OF RECORDS NOT AVAILABLE FOR PUBLIC INSPECTION

Whereas section 10 of the **Public Records Act 1973** provides, inter alia, that:

The Minister by notice published in the Government Gazette may declare that any specified records or records of a class transferred or to be transferred from a public office to the Public Record Office shall not be available for public inspection for a period specified in the declaration, being a period of not more than 30 years, after the date of their transfer to the Public Record Office.

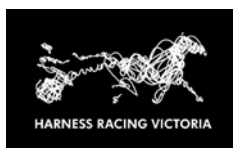
I, Gavin Jennings MLC as Special Minister of State, do now by this notice declare that the records listed in the schedule below shall not be available for public inspection for a period of 15 years from the date of the most recent record.

Dated 2 November 2017

GAVIN JENNINGS MLC
Special Minister of State

SCHEDULE

Series	Series Title
VPRS 18237/P3	Legal and Research Records [Legal Discovery/Case Management System] (2015–2016)

**Subordinate Legislation Act 1994**

NOTICE OF AMENDMENTS TO VICTORIAN RULES OF HARNESS RACING (VRHR)

Notice is hereby given under section 16A(2) of the **Subordinate Legislation Act 1994** of the making of amendments to the VRHR, made by Harness Racing Victoria under section 49 of the **Racing Act 1958**.

Details of the amendments to the VRHR may be obtained by contacting Harness Racing Victoria, Integrity Department: (in person) 400 Epsom Road, Flemington; or (by mail) PO Box 184, Moonee Ponds 3039.

ORDERS IN COUNCIL

Crown Land (Reserves) Act 1978 NOTICE OF INTENTION TO REVOKE TEMPORARY RESERVATIONS

Order in Council

The Governor in Council under section 10 of the **Crown Land (Reserves) Act 1978** gives notice of intention to revoke the following temporary reservations:

NEWHAM – The temporary reservation by Order in Council of 7 January, 1878 of an area of 99 hectares, more or less, of land in the Parish of Newham as a site for Victorian Water supply purposes, largely revoked by the creation of the Macedon Regional Park in section 47B of the **Crown Land (Reserves) Act 1978**, so far as the balance remaining described as Crown Allotments 2011, 2012, 2013 [part] and 2047, Parish of Newham. – (Rs 03343)

This Legislative Instrument is effective from the date on which it is published in the Government Gazette.

Dated 22 November 2017

Responsible Minister

HON LILY D'AMBROSIO MP
Minister for Energy, Environment and
Climate Change

ANDREW ROBINSON
Clerk of the Executive Council

Crown Land (Reserves) Act 1978 REVOCATION OF TEMPORARY RESERVATIONS

Order in Council

The Governor in Council under section 10 of the **Crown Land (Reserves) Act 1978** revokes the following temporary reservations:

CARWARP – The temporary reservation by Order in Council of 9 May, 1916 of an area of 6.07 hectares, more or less, of land being Crown Allotment 1, Section 5, Township of Carwarp, Parish of Carwarp West as a site for public recreation, revoked as to part by Order in Council of 14 August, 1923 **so far only as** the portions being Crown Allotments 2003 [area 2905 square metres, more or less] and 2004 [area 2725 square metres, more or less], Township of Carwarp, Parish of Carwarp West as shown on

Plan No. LEGL./14-595 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (Rs 01006)

MULGRAVE and SCORESBY – The temporary reservation by Order in Council of 4 December, 2001 of an area of 747.3 hectares, more or less, of land in the Parishes of Nunawading, Scoresby, Mulgrave and Narre Warren [being Parcels 10 to 29 inclusive as outlined red on Plan No. LEGL./01-97] as a site for Conservation, recreation, leisure and tourism, less any authorised excisions, **so far only as** the portions being Crown Allotment 2008 [area 1348 square metres, more or less] and 2019 [area 3757 square metres, more or less], Parish of Mulgrave and Crown Allotment 2212 [area 550 square metres, more or less], Parish of Scoresby as shown on Original Plan No. OP123815 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (2011824)

TARNAGULLA – The temporary reservation by Order in Council of 16 May, 1978 of an area of 1327 square metres of land in the Township of Tarnagulla, Parish of Tarnagulla (formerly described as Crown Allotment 15, Section 16) as a site for Public Purposes (Public Hall). – (Rs 10546)

TARNAGULLA – The temporary reservation by Order in Council of 4 March, 1997 of an area of 425 square metres of land in the Township of Tarnagulla, Parish of Tarnagulla (formerly described as Crown Allotment 15A, Section 16) as a site for Public Purposes (Public Hall). – (Rs 10546)

BENALLA – The temporary reservation by Order in Council of 12 September, 1978 of an area of 2.055 hectares of land formerly being Crown Allotments 5A and 10A, Section 6, Parish of Benalla as a site for Hospital Purposes, **so far only as** the portion containing 1063 square metres being Crown Allotment 2054, Parish of Benalla as shown on Original Plan No. OP124156 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (2013457)

ELMORE – The temporary reservation by Order in Council of 8 October, 1900 of an area of 1.012 hectares, more or less, of land now described as Crown Allotments 12, 13, 14 and 15, Section 7, Township of Elmore, Parish of Elmore as a site for Water supply purposes. – (L6-11789)

NEWBRIDGE – The temporary reservation by Order in Council of 16 November, 1871 of an area of 1012 square metres of land being Crown Allotment 3A, Section 16, Township of Newbridge, Parish of Tarnagulla as a site for Temperance Hall. – (0617308)

This Legislative Instrument is effective from the date on which it is published in the Government Gazette.

Dated 22 November 2017

Responsible Minister

HON LILY D'AMBROSIO MP

Minister for Energy, Environment and Climate Change

ANDREW ROBINSON
Clerk of the Executive Council

Crown Land (Reserves) Act 1978

TEMPORARY RESERVATION OF CROWN LANDS

Order in Council

The Governor in Council under section 4(1) of the **Crown Land (Reserves) Act 1978** temporarily reserves the following Crown lands which are required for the purposes mentioned:–

MUNICIPAL DISTRICT OF THE MILDURA RURAL CITY COUNCIL

BAMBILL – Conservation of an area of natural interest; being Crown Allotments 2002 [area 1.524 hectares], 2003 [area 882 square metres] and 2004 [area 510 square metres], Township of Bambill, Parish of Werrimull as shown on Original Plan No. OP123683; Crown Allotments 2005 [area 1.445 hectares] and 2006 [area 2.013 hectares], Township of Bambill, Parish of Werrimull as shown on Original Plan No. OP123684; Crown Allotment 2007 [area 10.80 hectares], Township of Bambill, Parish of Werrimull as shown on Original Plan No. OP123685 and Crown Allotment 2008 [area 19.23 hectares], Township of Bambill, Parish of Werrimull as shown on Original Plan No. OP123686; All plans lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (0104822)

MUNICIPAL DISTRICT OF THE SWAN HILL RURAL CITY COUNCIL

BANNERTON and BUMBANG – Conservation of native plants and animals; being Crown Allotments 5 [area 1214 square metres] and 11 [area 1214 square metres], Section A, and

2013 [area 19.29 hectares], 2014 [area 2428 square metres], 2015 [area 9360 square metres] and 2016 [area 18.10 hectares], Township of Bannerton, Parish of Toltol as shown on Original Plan OP123525 and Crown Allotment 2017 [area 24.91 hectares], Township of Bannerton, Parish of Toltol and Crown Allotment 2056 [area 1737 square metres], Parish of Bumbang as shown on Original Plan OP123999; Both plans lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (012020732)

MUNICIPAL DISTRICT OF THE GREATER BENDIGO CITY COUNCIL

ELMORE – Public purposes; being Crown Allotments 12 [area 4704 square metres] and 13 [area 2831 square metres], Section 7, Township of Elmore, Parish of Elmore as shown on Original Plan No. OP124155 and Crown Allotment 2006 [area 815 square metres, more or less], Township of Elmore, Parish of Elmore as shown on Plan No. LEGL./16-492; both plans lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (L6-11789)

MUNICIPAL DISTRICT OF THE MOUNT ALEXANDER SHIRE COUNCIL

HARCOURT – Public purposes, area 9096 square metres, more or less, being Crown Allotment 2017, Township of Harcourt, Parish of Harcourt as shown on plan No. LEGL./15-491 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (062021978)

MUNICIPAL DISTRICT OF THE MILDURA RURAL CITY COUNCIL

KURNWILL, MERINGUR and YARRARA – Conservation of native plants and animals; being Crown Allotments 2004 [area 1.2 hectares, more or less] and 2005 [area 11.7 hectares, more or less], Township of Yarrara, Parish of Yarrara as shown hatched on Plan No. LEGL./14-611; Crown Allotments 12 [area 327 hectares, more or less], 2001 [area 451 hectares, more or less] and 2002 [area 445 hectares, more or less], Parish of Kurnwill, as shown on Plan No. LEGL./14-614; Crown Allotments 49A [area 361 hectares, more or less] and 55 [area 365 hectares, more or less], Parish of Meringur as shown on Plan No. LEGL./14-612; Crown Allotment 56A [area 284 hectares, more or

less], Parish of Yarrara and Crown Allotments 2006 [area 41.1 hectares, more or less] and 2007 [area 10.4 hectares, more or less], Township of Yarrara, Parish of Yarrara as shown on Plan No. LEGL./14-613 and Crown Allotment 2002 [area 3.827 hectares] as shown on Plan No. OP123676; All plans lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (2021627)

MUNICIPAL DISTRICT OF THE SWAN HILL RURAL CITY COUNCIL

SWAN HILL – Public purposes (Elderly Citizens purposes); area 499 square metres being Crown Allotment 2042, Township of Swan Hill, Parish of Castle Donnington as shown on Original Plan No. OP123996 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (0102817)

MUNICIPAL DISTRICT OF THE SWAN HILL RURAL CITY COUNCIL

SWAN HILL – Public purposes (Public Buildings); area 18.3 square metres being Crown Allotment 2038, Township of Swan Hill, Parish of Castle Donnington as shown on Original Plan No. OP123996 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (Rs 02749)

This Legislative Instrument is effective from the date on which it is published in the Government Gazette.

Dated 22 November 2017

Responsible Minister

HON LILY D'AMBROSIO MP

Minister for Energy, Environment and Climate Change

ANDREW ROBINSON
Clerk of the Executive Council

Land Act 1958

CLOSURE OF UNUSED ROAD

Order in Council

The Governor in Council under section 349 of the **Land Act 1958** and with the concurrence in writing of the municipality in which the road is situated and the owner/s of any land adjoining the road closes the following unused road:

MUNICIPAL DISTRICT OF THE MILDURA RURAL CITY COUNCIL

MITTYAN – The road being Crown Allotment 2003, Parish of Mittyman as shown on Original Plan No. OP124075 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning.

File Ref: 2021111

This Legislative Instrument is effective from the date on which it is published in the Government Gazette.

Dated 22 November 2017

Responsible Minister

HON LILY D'AMBROSIO MP

Minister for Energy, Environment and Climate Change

ANDREW ROBINSON
Clerk of the Executive Council

Kardinia Park Stadium Act 2016

EVENT MANAGEMENT DECLARATION FOR KARDINIA PARK EVENTS

Order in Council

The Governor in Council, under section 34 of the **Kardinia Park Stadium Act 2016**, declares the events specified in Tables 1, 2 and 3 to be Kardinia Park events.

Table 1: Australia Women (Matildas) vs China PR Women

Column 1 – Section and Description		Column 2 – Matter Specified
35(1)(c)	Title of the Kardinia Park event and a short description of it:	Australia Women (Matildas) vs China PR Women, a women's international football (soccer) match
35(1)(d)	The times and dates during which the Kardinia Park event is to take place:	12.01 am on 25 November 2017 to 11.59 pm on 27 November 2017
35(1)(g)	Any functions, duties and powers conferred on the Trust during the Kardinia Park event in accordance with section 36:	<p>The Trust may enter into agreements and arrangements with the event organiser.</p> <p>The Trust may organise, facilitate or undertake an event.</p> <p>The Trust may fix opening and closing times for public access to any area to which the declaration applies.</p> <p>The Trust may impose, collect and retain fees for parking of motor vehicles in Kardinia Park. The maximum fee will be \$20 per vehicle.</p>
35(1)(h)	The provision of any car parking on land at Kardinia Park during a Kardinia Park event in accordance with section 36	The Trust may provide car parking on land at Kardinia Park.
35(1)(i)	Any functions, duties and powers of the Council suspended during the Kardinia Park event in accordance with section 37	The functions, duties and powers of the Council to hold or allow any events, or take bookings for any space or events, within Kardinia Park (including venues within Kardinia Park) are suspended during the specified times and dates.
35(1)(j)	Any powers conferred on the Trust to enter into agreements or arrangements with an event organiser in accordance with section 36 and 38	The functions, duties and powers to book any space or hold events or bookings in Kardinia Park and its venues during the specified times and dates are conferred on the Trust.

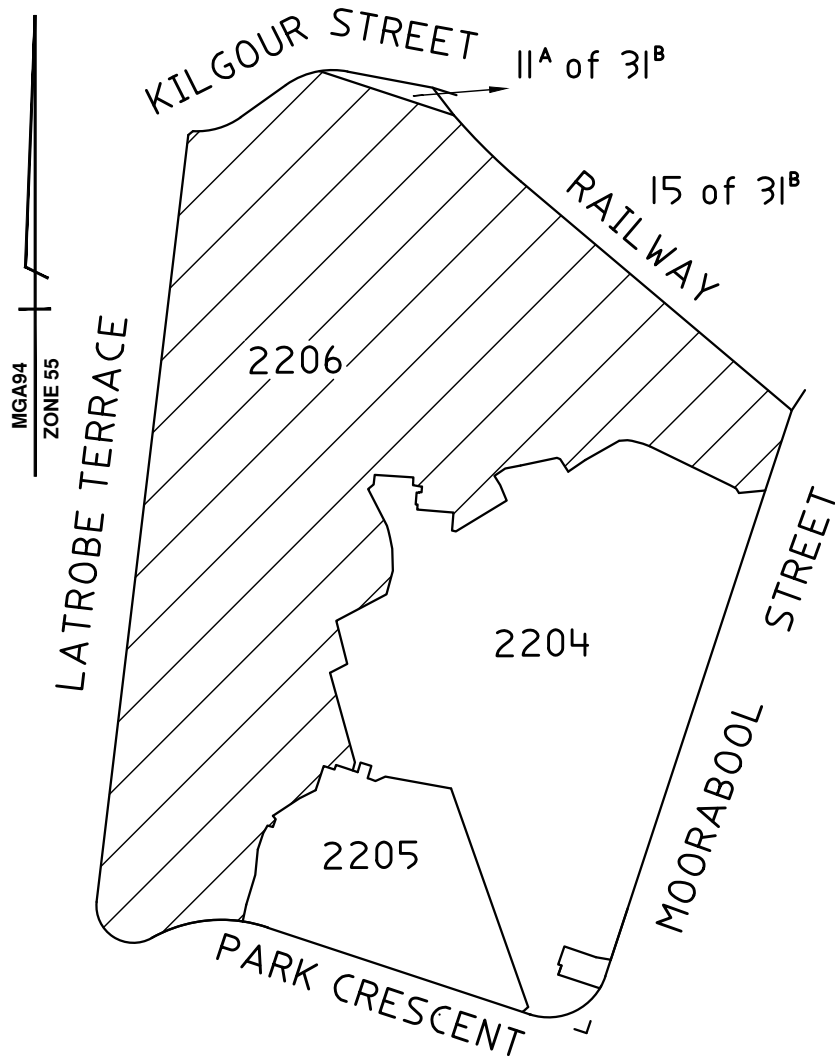
Table 2: Melbourne Renegades vs Sydney Sixers double-header	
Column 1 – Section and Description	Column 2 – Matter Specified
35(1)(c)	<p>Title of the Kardinia Park event and a short description of it:</p> <p>Melbourne Renegades vs Sydney Sixers, a Women’s Big Bash League cricket match</p> <p>Melbourne Renegades vs Sydney Sixers, a Big Bash League cricket match</p>
35(1)(d)	<p>The times and dates during which the Kardinia Park event is to take place:</p> <p>12.01 am on 1 January 2018 to 11.59 pm on 4 January 2018</p>
35(1)(g)	<p>Any functions, duties and powers conferred on the Trust during the Kardinia Park event in accordance with section 36:</p> <p>The Trust may enter into agreements and arrangements with the event organiser.</p> <p>The Trust may organise, facilitate or undertake an event.</p> <p>The Trust may fix opening and closing times for public access to any area to which the declaration applies.</p> <p>The Trust may impose, collect and retain fees for parking of motor vehicles in Kardinia Park. The maximum fee will be \$20 per vehicle.</p>
35(1)(h)	<p>The provision of any car parking on land at Kardinia Park during a Kardinia Park event in accordance with section 36</p> <p>The Trust may provide car parking on land at Kardinia Park.</p>
35(1)(i)	<p>Any functions, duties and powers of the Council suspended during the Kardinia Park event in accordance with section 37</p> <p>The functions, duties and powers of the Council to hold or allow any events, or take bookings for any space or events, within Kardinia Park (including venues within Kardinia Park) are suspended during the specified times and dates.</p>
35(1)(j)	<p>Any powers conferred on the Trust to enter into agreements or arrangements with an event organiser in accordance with section 36 and 38</p> <p>The functions, duties and powers to book any space or hold events or bookings in Kardinia Park and its venues during the specified times and dates are conferred on the Trust.</p>

Table 3: Melbourne Victory vs Central Coast Mariners	
Column 1 – Section and Description	Column 2 – Matter Specified
35(1)(c) Title of the Kardinia Park event and a short description of it:	Melbourne Victory vs Central Coast Mariners, an A-League football (soccer) match
35(1)(d) The times and dates during which the Kardinia Park event is to take place:	12.01 am on 5 January 2018 to 11.59 pm on 6 January 2018
35(1)(g) Any functions, duties and powers conferred on the Trust during the Kardinia Park event in accordance with section 36:	<p>The Trust may enter into agreements and arrangements with the event organiser.</p> <p>The Trust may organise, facilitate or undertake an event.</p> <p>The Trust may fix opening and closing times for public access to any area to which the declaration applies.</p> <p>The Trust may impose, collect and retain fees for parking of motor vehicles in Kardinia Park. The maximum fee will be \$20 per vehicle.</p>
35(1)(h) The provision of any car parking on land at Kardinia Park during a Kardinia Park event in accordance with section 36	The Trust may provide car parking on land at Kardinia Park.
35(1)(i) Any functions, duties and powers of the Council suspended during the Kardinia Park event in accordance with section 37	The functions, duties and powers of the Council to hold or allow any events, or take bookings for any space or events, within Kardinia Park (including venues within Kardinia Park) are suspended during the specified times and dates.
35(1)(j) Any powers conferred on the Trust to enter into agreements or arrangements with an event organiser in accordance with section 36 and 38	The functions, duties and powers to book any space or hold events or bookings in Kardinia Park and its venues during the specified times and dates are conferred on the Trust.

The Kardinia Park Stadium Trust takes control of the area of Kardinia Park to which this declaration applies for the times and dates during which an event takes place as specified in Tables 1, 2 and 3.

This legislative instrument takes effect on the date it is published in the Government Gazette and applies until 13 January 2018.

The area of Kardinia Park to which this declaration applies is Crown Allotment 2206, City of Geelong, Parish of Corio as indicated by hatching on the plan hereunder:



Dated 22 November 2017
Responsible Minister:
THE HON JOHN EREN MP
Minister for Sport

ANDREW ROBINSON
Clerk of the Executive Council

Local Government (Central Goldfields Shire Council) Act 2017

APPOINTMENT OF AN ADMINISTRATOR FOR THE
CENTRAL GOLDFIELDS SHIRE COUNCIL

Order in Council

The Governor in Council under section 6(a) of the **Local Government (Central Goldfields Shire Council) Act 2017** appoints Mark Davies as an administrator for the Central Goldfields Shire Council (the Council) from 26 November 2017 until 24 December 2017 (both dates inclusive) or until such time a panel of administrators is appointed to the Council, whichever occurs earlier.

The terms and conditions of the appointment will be fixed by the Minister for Local Government in accordance with section 7(e) of the **Local Government (Central Goldfields Shire Council) Act 2017**.

Dated 22 November 2017

Responsible Minister:

MARLENE KAIROUZ

Minister for Local Government

ANDREW ROBINSON
Clerk of the Executive Council

Transport Accident Act 1986

TRANSPORT ACCIDENT CHARGES ORDER (NO. 2) 2017

Order in Council

The Governor in Council under section 110(8) of the **Transport Accident Act 1986** on the recommendation of the responsible Minister makes the following Order:

This Order will come into effect from 1 January 2018.

1. Title

This Order is called the Transport Accident Charges Order (No. 2) 2017.

2. Commencement

This Order comes into operation on 1 January 2018.

3. Definitions

In this Order –

‘exempt general-use motorcycle’ means a general-use motorcycle which –

- (a) at the time when application is made for registration or renewal of registration, application is made by a person who has another general-use motorcycle registered under the **Road Safety Act 1986** that is classified under 3(a)(iii) or 3(a)(iv) of Schedule 1 to this Order, and
- (b) is fitted with an engine with a capacity greater than 125 cc, and
- (c) is the subject of an application for registration or renewal of registration by an individual;

‘general-use motorcycle’ means a motorcycle that is not classified, or to be classified, under 4(b), 4(c), 4(d), 5(b)(ii) or 5(d) of Schedule 1 to this Order;

‘high risk zone’ means the parts of the State in which addresses are allocated a postcode listed in Part A of Schedule 2 and, except if the Commission otherwise determines under 110(1A) of the Act, any place outside Victoria;

‘low risk zone’ means the parts of the State that are not located in the ‘high risk zone’ or the ‘medium risk zone’;

‘medium risk zone’ means the parts of the State in which addresses are allocated a postcode listed in Part B of Schedule 2 to this Order;

‘pensioner motor vehicle’ means a motor vehicle that –

- (a) is registered or to be registered in the name of an eligible pensioner within the meaning of the **State Concessions Act 2004**; and
- (b) is eligible to be registered under the **Road Safety Act 1986** in accordance with regulation 102(2) or item 10, 11, 12 or 13 of the Table to Schedule 3 to the Road Safety (Vehicles) Regulations 2009; and
- (c) is registered or about to be registered under the **Road Safety Act 1986**;

‘prescribed period’ means the period prescribed for the purposes of section 109 of the Act in relation to a motor vehicle of a certain class specified in regulation 5 of the Transport Accident (Administration of Charges) Regulations 2011;

‘the Act’ means the **Transport Accident Act 1986**.

‘declared apprentice’s concession’ means a 50 per cent discount on the TAC charge payable for a vehicle registered under the **Road Safety Act 1986** and classified under category 1(a), 1(b)(i), 2(a) or 2(b) of this Order, in the name of a declared apprentice within the meaning of Regulation 5 of the Road Safety (Vehicles) Regulations 2009.

4. Transport accident charge

1. The amount of the transport accident charge applicable to a motor vehicle is the amount shown in Schedule 1 as applicable in respect of –
 - (a) motor vehicles of that class; and
 - (b) the high risk zone, medium risk zone or low risk zone, as the case may be, in which the motor vehicle is usually kept.
2. If the prescribed period in relation to a motor vehicle is less than 3 months the transport accident charge applicable to the motor vehicle in respect of that period is the amount, calculated to the nearest whole dollar, determined in accordance with the formula –

$$\frac{(A \times B)}{365} + \$17$$
 where –

A is the amount of the transport accident charge applicable under sub-paragraph (1); and

B is the number of days in the prescribed period.
3. Despite sub-paragraph (2), if the prescribed period in relation to a motor vehicle is less than 3 months, and is a whole number of months, the transport accident charge applicable to the motor vehicle in respect of that period is the amount, calculated to the nearest whole dollar, determined in accordance with the formula –

$$\frac{(A \times C)}{12} + \$17$$
 where –

A is the amount of the transport accident charge applicable under sub-paragraph (1); and

C is the number of months in the prescribed period.
4. If the prescribed period in relation to a motor vehicle is more than 12 months, the transport accident charge applicable to the motor vehicle in respect of that period is the amount, calculated to the nearest whole dollar, determined in accordance with the formula –

$$\frac{(A \times B)}{365}$$
 where –

A is the amount of the transport accident charge applicable under sub-paragraph (1); and

B is the number of days in the prescribed period.
5. Despite sub-paragraph (4), if the prescribed period in relation to a motor vehicle is more than 12 months and is a whole number of months, the transport accident charge applicable to the motor vehicle in respect of that period is the amount, calculated to the nearest whole dollar, determined in accordance with the formula –

$$\frac{(A \times C)}{12}$$
 where –

A is the amount of the transport accident charge applicable under sub-paragraph (1); and

C is the number of months in the prescribed period.
6. If the motor vehicle is a pensioner motor vehicle the transport accident charge applicable to the motor vehicle is one-half of the transport accident charge that would otherwise be payable.

7. If the motor vehicle is subject to the 'declared apprentice's concession' the transport accident charge applicable to the motor vehicle is one-half of the transport accident charge that would otherwise be payable for motor vehicles classified under classes 1(a), 1(b)(i), 2(a) or 2(b).
8. In the case of a motor vehicle referred to in item 1(c) in Schedule 1, the motor vehicle is deemed to be usually kept in the zone in which it is licensed to operate or, if it is licensed to operate in more than one zone, the zone in respect of which the greater transport accident charge applies.

SCHEDULES
SCHEDULE 1

(Paragraph 4)

TRANSPORT ACCIDENT CHARGES

Item	Class	Annual Amounts of Transport Accident Charge Payable		
		High risk zone \$ (Inc GST)	Medium risk zone \$ (Inc GST)	Low risk zone \$ (Inc GST)
1.	Passenger Vehicles			
	a) Any motor vehicle with sedan, station wagon or related body-type (including 4WD passenger vehicle) not included in any other class; self-propelled caravan; ambulance; hearse; mourning coach; private hire car licensed under the Transport Act 1983	464	416	360
	b) Any motor vehicle with a bus or forward-control body-type constructed and primarily used for carrying passengers, but not for hire, fare or reward –			
	i) Seating fewer than 10 people (including the driver)	464	415	342
	ii) Seating more than 9 people (including the driver)	657	415	342
	c) Taxi – licensed under the Transport Act 1983	2351	1760	1172
	d) Bus – any motor vehicle, other than a taxi cab or private hire car, licensed for or primarily used for carrying passengers for hire, fare or reward –			
	i) seating fewer than 10 people (including the driver)	1534	1028	355
	ii) seating more than 9 but fewer than 31 people (including the driver), the relevant zone charge for a bus under (i), plus for each additional seat over 9	38	18	5
	iii) seating 31 people or more	2351	1407	465
2.	Goods Vehicles			
	Any motor vehicle designed, constructed or primarily used for carrying goods –			
	a) up to and including two tonnes carrying capacity (including utility)	465	352	244
b) over two tonnes carrying capacity, but excluding motor vehicles classified under 2(c) or 2(d)	677	592	508	

	c) prime mover type motor vehicle, but excluding motor vehicles classified under 2(d) and motor vehicles having a tare weight of 5 tonnes or less	1879	1501	1131
	d) any motor vehicle owned by a primary producer that would otherwise be classified under 2(b) or 2(c) that is used solely in connection with the primary production operations of the owner	206	171	141
3.	Motorcycles			
	a) Any general-use motorcycle, other than an exempt general-use motorcycle with			
	i) engine capacity less than 61 cc	77	77	77
	ii) engine capacity greater than 60 cc but less than 126 cc	307	269	232
	iii) engine capacity greater than 125 cc but less than 501 cc	408	365	325
	iv) engine capacity greater than 500 cc	555	495	433
	b) Any exempt general-use motorcycle with			
	i) engine capacity greater than 125 cc but less than 501 cc	342	299	259
	ii) engine capacity greater than 500 cc	489	429	367
4.	Miscellaneous motor vehicles			
	a) Any motor vehicle not otherwise classified: including road making motor vehicle, mobile crane, tractor (except those classified under 4(b))	351	278	88
	b) Any tractor, self-propelled farm machine or motor cycle owned by a primary producer and used solely in connection with the primary production operations of the owner	77	77	77
	c) Any recreation motor vehicle registered under the Road Safety Act 1986	65	65	65
	d) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 45 day club permit	46	46	46
	e) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 90 day club permit	90	90	90
5.	Special purpose motor vehicles			
	a) Fire brigade –			
	i) Any motor vehicle owned by the Metropolitan Fire Brigades Board which is used to combat outbreaks of fire	1172	1172	1172

	ii) Any motor vehicle owned by the Country Fire Authority or any brigade or group of brigades registered with the Country Fire Authority which is used to combat outbreaks of fire	187	187	187
b)	Police			
	i) Any motor vehicle (excluding a motorcycle) registered in the name of the Victoria Police	1644	1644	1644
	ii) Any motorcycle registered in the name of the Victoria Police	465	465	465
c)	Motor trades			
	i) Motor vehicle used by a manufacturer of vehicles, a dealer in vehicles, a fleet owner or a licensed tester of vehicles as defined in the vehicles regulations with general identification mark (trade plate) attached	304	228	150
	ii) Tow truck licensed under the Accident Towing Services Act 2007	867	649	434
d)	Hire and drive yourself motor vehicle or motorcycle, but excluding a prime mover classified under item 2(c).	736	617	532

Item	Class	Six-monthly Amounts of Transport Accident Charge Payable		
		High risk zone \$ (Inc GST)	Medium risk zone \$ (Inc GST)	Low risk zone \$ (Inc GST)
1.	Passenger Vehicles			
	a) Any motor vehicle with sedan, station wagon or related body-type (including 4WD passenger vehicle) not included in any other class; self-propelled caravan; ambulance; hearse; mourning coach; private hire car licensed under the Transport Act 1983	232	208	180
	b) Any motor vehicle with a bus or forward-control body-type constructed and primarily used for carrying passengers, but not for hire, fare or reward –			
	i) Seating fewer than 10 people (including the driver)	232	207.50	171
	ii) Seating more than 9 people (including the driver)	328.50	207.50	171
	c) Taxi – licensed under the Transport Act 1983	1175.50	880	586
	d) Bus – any motor vehicle, other than a taxi cab or private hire car, licensed for or primarily used for carrying passengers for hire, fare or reward –			
	i) seating fewer than 10 people (including the driver)	767	514	177.50
	ii) seating more than 9 but fewer than 31 people (including the driver), the relevant zone charge for a bus under (i), plus for each additional seat over 9	19	9	2.50
	iii) seating 31 people or more	1175.50	703.50	232.50
2.	Goods Vehicles			
	Any motor vehicle designed, constructed or primarily used for carrying goods –			
	a) up to and including two tonnes carrying capacity (including utility)	232.50	176	122
	b) over two tonnes carrying capacity, but excluding motor vehicles classified under 2(c) or 2(d)	338.50	296	254
	c) prime mover type motor vehicle, but excluding motor vehicles classified under 2(d) and motor vehicles having a tare weight of 5 tonnes or less	939.50	750.50	565.50

	d) any motor vehicle owned by a primary producer that would otherwise be classified under 2(b) or 2(c) that is used solely in connection with the primary production operations of the owner	103	85.50	70.50
3.	Motorcycles			
	a) Any general-use motorcycle, other than an exempt general-use motorcycle with			
	i) engine capacity less than 61 cc	38.50	38.50	38.50
	ii) engine capacity greater than 60 cc but less than 126 cc	153.50	134.50	116
	iii) engine capacity greater than 125 cc but less than 501 cc	204	182.50	162.50
	iv) engine capacity greater than 500 cc	277.50	247.50	216.50
	e) Any exempt general-use motorcycle with			
	i) engine capacity greater than 125 cc but less than 501 cc	171	149.50	129.50
	ii) engine capacity greater than 500 cc	244.50	214.50	183.50
4.	Miscellaneous motor vehicles			
	a) Any motor vehicle not otherwise classified: including road making motor vehicle, mobile crane, tractor (except those classified under 4(b))	175.50	139	44
	b) Any tractor, self-propelled farm machine or motor cycle owned by a primary producer and used solely in connection with the primary production operations of the owner	38.50	38.50	38.50
	c) Any recreation motor vehicle registered under the Road Safety Act 1986	32.50	32.50	32.50
	d) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 45 day club permit			
	e) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 90 day club permit			
5.	Special purpose motor vehicles			
	a) Fire brigade –			
	i) Any motor vehicle owned by the Metropolitan Fire Brigades Board which is used to combat outbreaks of fire	586	586	586
	ii) Any motor vehicle owned by the Country Fire Authority or any brigade or group of brigades registered with the Country Fire Authority which is used to combat outbreaks of fire	93.50	93.50	93.50

b) Police			
i) Any motor vehicle (excluding a motorcycle) registered in the name of the Victoria Police	822	822	822
ii) Any motorcycle registered in the name of the Victoria Police	232.50	232.50	232.50
c) Motor trades			
i) Motor vehicle used by a manufacturer of vehicles, a dealer in vehicles, a fleet owner or a licensed tester of vehicles as defined in the vehicles regulations with general identification mark (trade plate) attached	152	114	75
ii) Tow truck licensed under the Accident Towing Services Act 2007	433.50	324.50	217
d) Hire and drive yourself motor vehicle or motorcycle, but excluding a prime mover classified under item 2(c).	368	308.50	266

Item	Class	Three-monthly Amounts of Transport Accident Charge Payable		
		High risk zone \$ (Inc GST)	Medium risk zone \$ (Inc GST)	Low risk zone \$ (Inc GST)
1.	Passenger Vehicles			
	a) Any motor vehicle with sedan, station wagon or related body-type (including 4WD passenger vehicle) not included in any other class; self-propelled caravan; ambulance; hearse; mourning coach; private hire car licensed under the Transport Act 1983	116	104	90
	b) Any motor vehicle with a bus or forward-control body-type constructed and primarily used for carrying passengers, but not for hire, fare or reward –			
	i) Seating fewer than 10 people (including the driver)	116	103.75	85.50
	ii) Seating more than 9 people (including the driver)	164.25	103.75	85.50
	c) Taxi – licensed under the Transport Act 1983	587.75	440	293
	d) Bus – any motor vehicle, other than a taxi cab or private hire car, licensed for or primarily used for carrying passengers for hire, fare or reward –			
	i) seating fewer than 10 people (including the driver)	383.50	257	88.75
	ii) seating more than 9 but fewer than 31 people (including the driver), the relevant zone charge for a bus under (i), plus for each additional seat over 9	9.50	4.50	1.25
	iii) seating 31 people or more	587.75	351.75	116.25
2.	Goods Vehicles			
	Any motor vehicle designed, constructed or primarily used for carrying goods –			
	a) up to and including two tonnes carrying capacity (including utility)	116.25	88	61
	b) over two tonnes carrying capacity, but excluding motor vehicles classified under 2(c) or 2(d)	169.25	148	127
	c) prime mover type motor vehicle, but excluding motor vehicles classified under 2(d) and motor vehicles having a tare weight of 5 tonnes or less	469.75	375.25	282.75

	d) any motor vehicle owned by a primary producer that would otherwise be classified under 2(b) or 2(c) that is used solely in connection with the primary production operations of the owner	51.50	42.75	35.25
3.	Motorcycles			
	a) Any general-use motorcycle, other than an exempt general-use motorcycle with			
	i) engine capacity less than 61 cc	19.25	19.25	19.25
	ii) engine capacity greater than 60 cc but less than 126 cc	76.75	67.25	58
	iii) engine capacity greater than 125 cc but less than 501 cc	102	91.25	81.25
	iv) engine capacity greater than 500 cc	138.75	123.75	108.25
	b) Any exempt general-use motorcycle with			
	i) engine capacity greater than 125 cc but less than 501 cc	85.50	74.75	64.75
	ii) engine capacity greater than 500 cc	122.25	107.25	91.75
4.	Miscellaneous motor vehicles			
	a) Any motor vehicle not otherwise classified: including road making motor vehicle, mobile crane, tractor (except those classified under 4(b))	87.75	69.50	22
	b) Any tractor, self-propelled farm machine or motor cycle owned by a primary producer and used solely in connection with the primary production operations of the owner	19.25	19.25	19.25
	c) Any recreation motor vehicle registered under the Road Safety Act 1986	16.25	16.25	16.25
	d) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 45 day club permit			
	e) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 90 day club permit			
5.	Special purpose motor vehicles			
	a) Fire brigade –			
	i) Any motor vehicle owned by the Metropolitan Fire Brigades Board which is used to combat outbreaks of fire	293	293	293
	ii) Any motor vehicle owned by the Country Fire Authority or any brigade or group of brigades registered with the Country Fire Authority which is used to combat outbreaks of fire	46.75	46.75	46.75

b) Police			
i) Any motor vehicle (excluding a motorcycle) registered in the name of the Victoria Police	411	411	411
ii) Any motorcycle registered in the name of the Victoria Police	116.25	116.25	116.25
c) Motor trades			
i) Motor vehicle used by a manufacturer of vehicles, a dealer in vehicles, a fleet owner or a licensed tester of vehicles as defined in the vehicles regulations with general identification mark (trade plate) attached	76	57	37.50
ii) Tow truck licensed under the Accident Towing Services Act 2007	216.75	162.25	108.50
d) Hire and drive yourself motor vehicle or motorcycle, but excluding a prime mover classified under item 2(c).	184	154.25	133

Item	Class	Annual Declared Apprentices Concession Rates		
		High risk zone \$ (Inc GST)	Medium risk zone \$ (Inc GST)	Low risk zone \$ (Inc GST)
1.	Passenger Vehicles			
	a) Any motor vehicle with sedan, station wagon or related body-type (including 4WD passenger vehicle) not included in any other class; self-propelled caravan; ambulance; hearse; mourning coach; private hire car licensed under the Transport Act 1983	232	208	180
	b) Any motor vehicle with a bus or forward-control body-type constructed and primarily used for carrying passengers, but not for hire, fare or reward –	232	207.50	171
	i) Seating fewer than 10 people (including the driver) ii) Seating more than 9 people (including the driver)			
c) Taxi – licensed under the Transport Act 1983				
d) Bus-any motor vehicle, other than a taxi cab or private hire car, licensed for or primarily used for carrying passengers for hire, fare or reward –				
i) seating fewer than 10 people (including the driver)				
ii) seating more than 9 but fewer than 31 people (including the driver), the relevant zone charge for a bus under (i), plus for each additional seat over 9 iii) seating 31 people or more				
2.	Goods Vehicles			
	Any motor vehicle designed, constructed or primarily used for carrying goods –			
	a) up to and including two tonnes carrying capacity (including utility)	232.50	176	122
	b) over two tonnes carrying capacity, but excluding motor vehicles classified under 2(c) or 2(d)	338.50	296	254
	c) prime mover type motor vehicle, but excluding motor vehicles classified under 2(d) and motor vehicles having a tare weight of 5 tonnes or less			
d) any motor vehicle owned by a primary producer that would otherwise be classified under 2(b) or 2(c) that is used solely in connection with the primary production operations of the owner				

3.	<p>Motorcycles</p> <p>a) Any general-use motorcycle, other than an exempt general-use motorcycle with</p> <ul style="list-style-type: none"> i) engine capacity less than 61 cc ii) engine capacity greater than 60 cc but less than 126 cc iii) engine capacity greater than 125 cc but less than 501 cc iv) engine capacity greater than 500 cc <p>b) Any exempt general-use motorcycle with</p> <ul style="list-style-type: none"> i) engine capacity greater than 125 cc but less than 501 cc ii) engine capacity greater than 500 cc 			
4.	<p>Miscellaneous motor vehicles</p> <p>a) Any motor vehicle not otherwise classified: including road making motor vehicle, mobile crane, tractor (except those classified under 4(b))</p> <p>b) Any tractor, self-propelled farm machine or motor cycle owned by a primary producer and used solely in connection with the primary production operations of the owner</p> <p>c) Any recreation motor vehicle registered under the Road Safety Act 1986</p> <p>d) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 45 day club permit</p> <p>e) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 90 day club permit</p>			
5.	<p>Special purpose motor vehicles</p> <p>a) Fire brigade –</p> <ul style="list-style-type: none"> i) Any motor vehicle owned by the Metropolitan Fire Brigades Board which is used to combat outbreaks of fire ii) Any motor vehicle owned by the Country Fire Authority or any brigade or group of brigades registered with the Country Fire Authority which is used to combat outbreaks of fire 			

	<ul style="list-style-type: none">b) Police<ul style="list-style-type: none">i) Any motor vehicle (excluding a motorcycle) registered in the name of the Victoria Policeii) Any motorcycle registered in the name of the Victoria Policec) Motor trades<ul style="list-style-type: none">i) Motor vehicle used by a manufacturer of vehicles, a dealer in vehicles, a fleet owner or a licensed tester of vehicles as defined in the vehicles regulations with general identification mark (trade plate) attachedii) Tow truck licensed under the Accident Towing Services Act 2007d) Hire and drive yourself motor vehicle or motorcycle, but excluding a prime mover classified under item 2(c).			
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Item	Class	Six-Monthly Declared Apprentices Concession Rates		
		High risk zone \$ (Inc GST)	Medium risk zone \$ (Inc GST)	Low risk zone \$ (Inc GST)
1.	Passenger Vehicles			
	<ul style="list-style-type: none"> a) Any motor vehicle with sedan, station wagon or related body-type (including 4WD passenger vehicle) not included in any other class; self-propelled caravan; ambulance; hearse; mourning coach; private hire car licensed under the Transport Act 1983 b) Any motor vehicle with a bus or forward-control body-type constructed and primarily used for carrying passengers, but not for hire, fare or reward – <ul style="list-style-type: none"> i) Seating fewer than 10 people (including the driver) ii) Seating more than 9 people (including the driver) c) Taxi – licensed under the Transport Act 1983 d) Bus-any motor vehicle, other than a taxi cab or private hire car, licensed for or primarily used for carrying passengers for hire, fare or reward – <ul style="list-style-type: none"> i) seating fewer than 10 people (including the driver) ii) seating more than 9 but fewer than 31 people (including the driver), the relevant zone charge for a bus under (i), plus for each additional seat over 9 iii) seating 31 people or more 	116	104	90
		116	103.75	85.50

2.	<p>Goods Vehicles</p> <p>Any motor vehicle designed, constructed or primarily used for carrying goods –</p> <p>a) up to and including two tonnes carrying capacity (including utility)</p> <p>b) over two tonnes carrying capacity, but excluding motor vehicles classified under 2(c) or 2(d)</p> <p>c) prime mover type motor vehicle, but excluding motor vehicles classified under 2(d) and motor vehicles having a tare weight of 5 tonnes or less</p> <p>d) any motor vehicle owned by a primary producer that would otherwise be classified under 2(b) or 2(c) that is used solely in connection with the primary production operations of the owner</p>	<p>116.25</p> <p>169.25</p>	<p>88</p> <p>148</p>	<p>61</p> <p>127</p>
3.	<p>Motorcycles</p> <p>a) Any general-use motorcycle, other than an exempt general-use motorcycle with</p> <p>i) engine capacity less than 61 cc</p> <p>ii) engine capacity greater than 60 cc but less than 126 cc</p> <p>iii) engine capacity greater than 125 cc but less than 501 cc</p> <p>iv) engine capacity greater than 500 cc</p> <p>b) Any exempt general-use motorcycle with</p> <p>i) engine capacity greater than 125 cc but less than 501 cc</p> <p>ii) engine capacity greater than 500 cc</p>			
4.	<p>Miscellaneous motor vehicles</p> <p>a) Any motor vehicle not otherwise classified: including road making motor vehicle, mobile crane, tractor (except those classified under 4(b))</p> <p>b) Any tractor, self-propelled farm machine or motor cycle owned by a primary producer and used solely in connection with the primary production operations of the owner</p> <p>c) Any recreation motor vehicle registered under the Road Safety Act 1986</p> <p>d) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 45 day club permit</p>			

	e) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 90 day club permit			
5.	<p>Special purpose motor vehicles</p> <p>a) Fire brigade –</p> <p>i) Any motor vehicle owned by the Metropolitan Fire Brigades Board which is used to combat outbreaks of fire</p> <p>ii) Any motor vehicle owned by the Country Fire Authority or any brigade or group of brigades registered with the Country Fire Authority which is used to combat outbreaks of fire</p> <p>b) Police</p> <p>i) Any motor vehicle (excluding a motorcycle) registered in the name of the Victoria Police</p> <p>ii) Any motorcycle registered in the name of the Victoria Police</p> <p>c) Motor trades</p> <p>i) Motor vehicle used by a manufacturer of vehicles, a dealer in vehicles, a fleet owner or a licensed tester of vehicles as defined in the vehicles regulations with general identification mark (trade plate) attached</p> <p>ii) Tow truck licensed under the Accident Towing Services Act 2007</p> <p>d) Hire and drive yourself motor vehicle or motorcycle, but excluding a prime mover classified under item 2(c).</p>			

Item	Class	Three-monthly Declared Apprentices Concession Rates		
		High risk zone \$ (Inc GST)	Medium risk zone \$ (Inc GST)	Low risk zone \$ (Inc GST)
1.	Passenger Vehicles			
	a) Any motor vehicle with sedan, station wagon or related body-type (including 4WD passenger vehicle) not included in any other class; self-propelled caravan; ambulance; hearse; mourning coach; private hire car licensed under the Transport Act 1983	58	52	45
	b) Any motor vehicle with a bus or forward-control body-type constructed and primarily used for carrying passengers, but not for hire, fare or reward –	58	51.87	42.75
	i) Seating fewer than 10 people (including the driver)			
	ii) more than 9 people (including the driver)			
	c) Taxi – licensed under the Transport Act 1983			
	d) Bus-any motor vehicle, other than a taxi cab or private hire car, licensed for or primarily used for carrying passengers for hire, fare or reward –			
	i) seating fewer than 10 people (including the driver)			
	ii) seating more than 9 but fewer than 31 people (including the driver), the relevant zone charge for a bus under (i), plus for each additional seat over 9			
	iii) seating 31 people or more			

2.	<p>Goods Vehicles</p> <p>Any motor vehicle designed, constructed or primarily used for carrying goods –</p> <p>a) up to and including two tonnes carrying capacity (including utility)</p> <p>b) over two tonnes carrying capacity, but excluding motor vehicles classified under 2(c) or 2(d)</p> <p>c) prime mover type motor vehicle, but excluding motor vehicles classified under 2(d) and motor vehicles having a tare weight of 5 tonnes or less</p> <p>d) any motor vehicle owned by a primary producer that would otherwise be classified under 2(b) or 2(c) that is used solely in connection with the primary production operations of the owner</p>	58.13	44	30.50
3.	<p>Motorcycles</p> <p>a) Any general-use motorcycle, other than an exempt general-use motorcycle with</p> <p>i) engine capacity less than 61 cc</p> <p>ii) engine capacity greater than 60 cc but less than 126 cc</p> <p>iii) engine capacity greater than 125 cc but less than 501 cc</p> <p>iv) engine capacity greater than 500 cc</p> <p>b) Any exempt general-use motorcycle with</p> <p>i) engine capacity greater than 125 cc but less than 501 cc</p> <p>ii) engine capacity greater than 500 cc</p>			
4.	<p>Miscellaneous motor vehicles</p> <p>a) Any motor vehicle not otherwise classified: including road making motor vehicle, mobile crane, tractor (except those classified under 4(b))</p> <p>b) Any tractor, self-propelled farm machine or motor cycle owned by a primary producer and used solely in connection with the primary production operations of the owner</p> <p>c) Any recreation motor vehicle registered under the Road Safety Act 1986</p> <p>d) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 45 day club permit</p> <p>e) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 90 day club permit</p>			

5.	<p>Special purpose motor vehicles</p> <p>a) Fire brigade –</p> <p>i) Any motor vehicle owned by the Metropolitan Fire Brigades Board which is used to combat outbreaks of fire</p> <p>ii) Any motor vehicle owned by the Country Fire Authority or any brigade or group of brigades registered with the Country Fire Authority which is used to combat outbreaks of fire</p> <p>b) Police</p> <p>i) Any motor vehicle (excluding a motorcycle) registered in the name of the Victoria Police</p> <p>ii) Any motorcycle registered in the name of the Victoria Police</p> <p>c) Motor trades</p> <p>i) Motor vehicle used by a manufacturer of vehicles, a dealer in vehicles, a fleet owner or a licensed tester of vehicles as defined in the vehicles regulations with general identification mark (trade plate) attached</p> <p>ii) Tow truck licensed under the Accident Towing Services Act 2007</p> <p>d) Hire and drive yourself motor vehicle or motorcycle, but excluding a prime mover classified under item 2(c).</p>			
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	Class	Annual Pensioner Concession Rates		
		High risk zone \$ (Inc GST)	Medium risk zone \$ (Inc GST)	Low risk zone \$ (Inc GST)
1.	Passenger Vehicles			
	a) Any motor vehicle with sedan, station wagon or related body-type (including 4WD passenger vehicle) not included in any other class; self-propelled caravan; ambulance; hearse; mourning coach; private hire car licensed under the Transport Act 1983	232	208	180
	b) Any motor vehicle with a bus or forward-control body-type constructed and primarily used for carrying passengers, but not for hire, fare or reward –			
	i) Seating fewer than 10 people (including the driver)	232	207.50	171
	ii) Seating more than 9 people (including the driver)	328.50	207.50	171
	c) Taxi – licensed under the Transport Act 1983			
	d) Bus – any motor vehicle, other than a taxi cab or private hire car, licensed for or primarily used for carrying passengers for hire, fare or reward –			
	i) seating fewer than 10 people (including the driver)			
	ii) seating more than 9 but fewer than 31 people (including the driver), the relevant zone charge for a bus under (i), plus for each additional seat over 9			
	iii) seating 31 people or more			
2.	Goods Vehicles			
	Any motor vehicle designed, constructed or primarily used for carrying goods –			
	a) up to and including two tonnes carrying capacity (including utility)	232.50	176	122
	b) over two tonnes carrying capacity, but excluding motor vehicles classified under 2(c) or 2(d)	338.50	296	254
	c) prime mover type motor vehicle, but excluding motor vehicles classified under 2(d) and motor vehicles having a tare weight of 5 tonnes or less	939.50	750.50	565.50

	d) any motor vehicle owned by a primary producer that would otherwise be classified under 2(b) or 2(c) that is used solely in connection with the primary production operations of the owner			
3.	Motorcycles			
	a) Any general-use motorcycle, other than an exempt general-use motorcycle with			
	i) engine capacity less than 61 cc	38.50	38.50	38.50
	ii) engine capacity greater than 60 cc but less than 126 cc	153.50	134.50	116
	iii) engine capacity greater than 125 cc but less than 501 cc	204	182.50	162.50
	iv) engine capacity greater than 500 cc	277.50	247.50	216.50
	b) Any exempt general-use motorcycle with			
	i) engine capacity greater than 125 cc but less than 501 cc	171	149.50	129.50
	ii) engine capacity greater than 500 cc	244.50	214.50	183.50
4.	Miscellaneous motor vehicles			
	a) Any motor vehicle not otherwise classified: including road making motor vehicle, mobile crane, tractor (except those classified under 4(b))	175.50	139	44
	b) Any tractor, self-propelled farm machine or motor cycle owned by a primary producer and used solely in connection with the primary production operations of the owner	38.50	38.50	38.50
	c) Any recreation motor vehicle registered under the Road Safety Act 1986	32.50	32.50	32.50
	d) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 45 day club permit			
	e) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 90 day club permit			

5.	<p>Special purpose motor vehicles</p> <p>a) Fire brigade –</p> <p>i) Any motor vehicle owned by the Metropolitan Fire Brigades Board which is used to combat outbreaks of fire</p> <p>ii) Any motor vehicle owned by the Country Fire Authority or any brigade or group of brigades registered with the Country Fire Authority which is used to combat outbreaks of fire</p> <p>b) Police</p> <p>i) Any motor vehicle (excluding a motorcycle) registered in the name of the Victoria Police</p> <p>ii) Any motorcycle registered in the name of the Victoria Police</p> <p>c) Motor trades</p> <p>i) Motor vehicle used by a manufacturer of vehicles, a dealer in vehicles, a fleet owner or a licensed tester of vehicles as defined in the vehicles regulations with general identification mark (trade plate) attached</p> <p>ii) Tow truck licensed under the Accident Towing Services Act 2007</p> <p>d) Hire and drive yourself motor vehicle or motorcycle, but excluding a prime mover classified under item 2(c).</p>			
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	Class	Six-Monthly Pensioner Concession Rates		
		High risk zone \$ (Inc GST)	Medium risk zone \$ (Inc GST)	Low risk zone \$ (Inc GST)
1.	Passenger Vehicles			
	a) Any motor vehicle with sedan, station wagon or related body-type (including 4WD passenger vehicle) not included in any other class; self-propelled caravan; ambulance; hearse; mourning coach; private hire car licensed under the Transport Act 1983	116	104	90
	b) Any motor vehicle with a bus or forward-control body-type constructed and primarily used for carrying passengers, but not for hire, fare or reward –			
	i) Seating fewer than 10 people (including the driver)	116	103.75	85.50
	ii) Seating more than 9 people (including the driver)	164.25	103.75	85.50
	c) Taxi – licensed under the Transport Act 1983			
	d) Bus – any motor vehicle, other than a taxi cab or private hire car, licensed for or primarily used for carrying passengers for hire, fare or reward –			
	i) seating fewer than 10 people (including the driver)			
	ii) seating more than 9 but fewer than 31 people (including the driver), the relevant zone charge for a bus under (i), plus for each additional seat over 9			
	iii) seating 31 people or more			
2.	Goods Vehicles			
	Any motor vehicle designed, constructed or primarily used for carrying goods –			
	a) up to and including two tonnes carrying capacity (including utility)	116.25	88	61
	b) over two tonnes carrying capacity, but excluding motor vehicles classified under 2(c) or 2(d)	169.25	148	127
	c) prime mover type motor vehicle, but excluding motor vehicles classified under 2(d) and motor vehicles having a tare weight of 5 tonnes or less	469.75	375.25	282.75

	d) any motor vehicle owned by a primary producer that would otherwise be classified under 2(b) or 2(c) that is used solely in connection with the primary production operations of the owner			
3.	Motorcycles			
	a) Any general-use motorcycle, other than an exempt general-use motorcycle with			
	i) engine capacity less than 61 cc	19.25	19.25	19.25
	ii) engine capacity greater than 60 cc but less than 126 cc	76.75	67.25	58
	iii) engine capacity greater than 125 cc but less than 501 cc	102	91.25	81.25
	iv) engine capacity greater than 500 cc	138.75	123.75	108.25
	b) Any exempt general-use motorcycle with			
	i) engine capacity greater than 125 cc but less than 501 cc	85.50	74.75	64.75
	ii) engine capacity greater than 500 cc	122.25	107.25	91.75
4.	Miscellaneous motor vehicles			
	a) Any motor vehicle not otherwise classified: including road making motor vehicle, mobile crane, tractor (except those classified under 4(b))	87.75	69.50	22
	b) Any tractor, self-propelled farm machine or motor cycle owned by a primary producer and used solely in connection with the primary production operations of the owner	19.25	19.25	19.25
	c) Any recreation motor vehicle registered under the Road Safety Act 1986	16.25	16.25	16.25
	d) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 45 day club permit			
	e) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 90 day club permit			
5.	Special purpose motor vehicles			
	a) Fire brigade –			
	i) Any motor vehicle owned by the Metropolitan Fire Brigades Board which is used to combat outbreaks of fire			

	<ul style="list-style-type: none">ii) Any motor vehicle owned by the Country Fire Authority or any brigade or group of brigades registered with the Country Fire Authority which is used to combat outbreaks of fireb) Police<ul style="list-style-type: none">i) Any motor vehicle (excluding a motorcycle) registered in the name of the Victoria Policeii) Any motorcycle registered in the name of the Victoria Policec) Motor trades<ul style="list-style-type: none">i) Motor vehicle used by a manufacturer of vehicles, a dealer in vehicles, a fleet owner or a licensed tester of vehicles as defined in the vehicles regulations with general identification mark (trade plate) attachedii) Tow truck licensed under the Accident Towing Services Act 2007d) Hire and drive yourself motor vehicle or motorcycle, but excluding a prime mover classified under item 2(c).			
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	Class	Three-monthly Pensioner Concession Rates		
		High risk zone \$ (Inc GST)	Medium risk zone \$ (Inc GST)	Low risk zone \$ (Inc GST)
1.	Passenger Vehicles			
	a) Any motor vehicle with sedan, station wagon or related body-type (including 4WD passenger vehicle) not included in any other class; self-propelled caravan; ambulance; hearse; mourning coach; private hire car licensed under the Transport Act 1983	58	52	45
	b) Any motor vehicle with a bus or forward-control body-type constructed and primarily used for carrying passengers, but not for hire, fare or reward –			
	i) Seating fewer than 10 people (including the driver)	58	51.87	42.75
	ii) Seating more than 9 people (including the driver)	82.13	51.87	42.75
	c) Taxi – licensed under the Transport Act 1983			
	d) Bus – any motor vehicle, other than a taxi cab or private hire car, licensed for or primarily used for carrying passengers for hire, fare or reward –			
	i) seating fewer than 10 people (including the driver)			
	ii) seating more than 9 but fewer than 31 people (including the driver), the relevant zone charge for a bus under (i), plus for each additional seat over 9			
	iii) seating 31 people or more			
2.	Goods Vehicles			
	Any motor vehicle designed, constructed or primarily used for carrying goods –			
	a) up to and including two tonnes carrying capacity (including utility)	58.13	44	30.50
	b) over two tonnes carrying capacity, but excluding motor vehicles classified under 2(c) or 2(d)	84.63	74	63.50
	c) prime mover type motor vehicle, but excluding motor vehicles classified under 2(d) and motor vehicles having a tare weight of 5 tonnes or less	234.87	187.63	141.37

	d) any motor vehicle owned by a primary producer that would otherwise be classified under 2(b) or 2(c) that is used solely in connection with the primary production operations of the owner			
3.	Motorcycles			
	a) Any general-use motorcycle, other than an exempt general-use motorcycle with			
	i) engine capacity less than 61 cc	9.63	9.63	9.63
	ii) engine capacity greater than 60 cc but less than 126 cc	38.37	33.63	29
	iii) engine capacity greater than 125 cc but less than 501 cc	51	45.63	40.63
	iv) engine capacity greater than 500 cc	69.37	61.87	54.13
	b) Any exempt general-use motorcycle with			
	ii) engine capacity greater than 125 cc but less than 501 cc	42.75	37.37	32.37
	iii) engine capacity greater than 500 cc	61.13	53.63	45.87
4.	Miscellaneous motor vehicles			
	a) Any motor vehicle not otherwise classified: including road making motor vehicle, mobile crane, tractor (except those classified under 4(b))	43.87	34.75	11
	b) Any tractor, self-propelled farm machine or motor cycle owned by a primary producer and used solely in connection with the primary production operations of the owner	9.63	9.63	9.63
	c) Any recreation motor vehicle registered under the Road Safety Act 1986	8.13	8.13	8.13
	d) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 45 day club permit			
	e) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 90 day club permit			
5.	Special purpose motor vehicles			
	a) Fire brigade –			
	i) Any motor vehicle owned by the Metropolitan Fire Brigades Board which is used to combat outbreaks of fire			
	ii) Any motor vehicle owned by the Country Fire Authority or any brigade or group of brigades registered with the Country Fire Authority which is used to combat outbreaks of fire			

	<p>b) Police</p> <ul style="list-style-type: none">i) Any motor vehicle (excluding a motorcycle) registered in the name of the Victoria Policeii) Any motorcycle registered in the name of the Victoria Police <p>c) Motor trades</p> <ul style="list-style-type: none">i) Motor vehicle used by a manufacturer of vehicles, a dealer in vehicles, a fleet owner or a licensed tester of vehicles as defined in the vehicles regulations with general identification mark (trade plate) attachedii) Tow truck licensed under the Accident Towing Services Act 2007 <p>d) Hire and drive yourself motor vehicle or motorcycle, but excluding a prime mover classified under item 2(c).</p>			
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Item	Class	Six-Monthly Health Care Card Rates		
		High risk zone \$ (Inc GST)	Medium risk zone \$ (Inc GST)	Low risk zone \$ (Inc GST)
1.	Passenger Vehicles			
	a) Any motor vehicle with sedan, station wagon or related body-type (including 4WD passenger vehicle) not included in any other class; self-propelled caravan; ambulance; hearse; mourning coach; private hire car licensed under the Transport Act 1983	232	208	180
	b) Any motor vehicle with a bus or forward-control body-type constructed and primarily used for carrying passengers, but not for hire, fare or reward –			
	i) Seating fewer than 10 people (including the driver)	232	207.50	171
	ii) Seating more than 9 people (including the driver)	328.50	207.50	171
	c) Taxi – licensed under the Transport Act 1983			
d) Bus – any motor vehicle, other than a taxi cab or private hire car, licensed for or primarily used for carrying passengers for hire, fare or reward –				
	i) seating fewer than 10 people (including the driver)			
	ii) seating more than 9 but fewer than 31 people (including the driver), the relevant zone charge for a bus under (i), plus for each additional seat over 9			
	iii) seating 31 people or more			
2.	Goods Vehicles			
	Any motor vehicle designed, constructed or primarily used for carrying goods –			
	a) up to and including two tonnes carrying capacity (including utility)	232.50	176	122
	b) over two tonnes carrying capacity, but excluding motor vehicles classified under 2(c) or 2(d)	338.50	296	254
c) prime mover type motor vehicle, but excluding motor vehicles classified under 2(d) and motor vehicles having a tare weight of 5 tonnes or less	939.50	750.50	565.50	

	d) any motor vehicle owned by a primary producer that would otherwise be classified under 2(b) or 2(c) that is used solely in connection with the primary production operations of the owner			
3.	Motorcycles			
	a) Any general-use motorcycle, other than an exempt general-use motorcycle with			
	i) engine capacity less than 61 cc	38.50	38.50	38.50
	ii) engine capacity greater than 60 cc but less than 126 cc	153.50	134.50	116
	iii) engine capacity greater than 125 cc but less than 501 cc	204	182.50	162.50
	iv) engine capacity greater than 500 cc	277.50	247.50	216.50
	b) Any exempt general-use motorcycle with			
	i) engine capacity greater than 125 cc but less than 501 cc	171	149.50	129.50
	ii) engine capacity greater than 500 cc	244.50	214.50	183.50
4.	Miscellaneous motor vehicles			
	a) Any motor vehicle not otherwise classified: including road making motor vehicle, mobile crane, tractor (except those classified under 4(b))	175.50	139	44
	b) Any tractor, self-propelled farm machine or motor cycle owned by a primary producer and used solely in connection with the primary production operations of the owner	38.50	38.50	38.50
	c) Any recreation motor vehicle registered under the Road Safety Act 1986	32.50	32.50	32.50
	d) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 45 day club permit			
	e) Any vintage, veteran, classic or historic motor vehicle or motorcycle operating on a 90 day club permit			
5.	Special purpose motor vehicles			
	a) Fire brigade –			
	i) Any motor vehicle owned by the Metropolitan Fire Brigades Board which is used to combat outbreaks of fire			

	<ul style="list-style-type: none"> ii) Any motor vehicle owned by the Country Fire Authority or any brigade or group of brigades registered with the Country Fire Authority which is used to combat outbreaks of fire b) Police <ul style="list-style-type: none"> i) Any motor vehicle (excluding a motorcycle) registered in the name of the Victoria Police ii) Any motorcycle registered in the name of the Victoria Police c) Motor trades <ul style="list-style-type: none"> i) Motor vehicle used by a manufacturer of vehicles, a dealer in vehicles, a fleet owner or a licensed tester of vehicles as defined in the vehicles regulations with general identification mark (trade plate) attached ii) Tow truck licensed under the Accident Towing Services Act 2007 d) Hire and drive yourself motor vehicle or motorcycle, but excluding a prime mover classified under item 2(c). 			
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Dated 22 November 2017

Responsible Minister:

ROBIN SCOTT MP

Minister for Finance

ANDREW ROBINSON
Clerk of the Executive Council

SCHEDULE 2**PART A****POSTCODES IN THE HIGH RISK ZONE**

3000	3026	3050	3073	3106	3136	3163	3184	3206
3001	3027	3051	3074	3107	3137	3164	3185	3207
3002	3028	3052	3075	3108	3138	3165	3186	3428
3003	3031	3053	3076	3109	3141	3166	3187	3800
3004	3032	3054	3078	3110	3142	3167	3188	3802
3005	3033	3055	3079	3111	3143	3168	3189	3803
3006	3034	3056	3081	3121	3144	3169	3190	3975
3008	3036	3057	3082	3122	3145	3170	3191	3976
3010	3037	3058	3083	3123	3146	3171	3192	
3011	3038	3059	3084	3124	3147	3172	3193	
3012	3039	3060	3085	3125	3148	3173	3194	
3013	3040	3061	3086	3126	3149	3174	3195	
3015	3041	3062	3087	3127	3150	3175	3196	
3016	3042	3064	3088	3128	3151	3176	3197	
3018	3043	3065	3093	3129	3152	3177	3198	
3019	3044	3066	3094	3130	3153	3178	3199	
3020	3045	3067	3101	3131	3154	3179	3200	
3021	3046	3068	3102	3132	3155	3180	3201	
3022	3047	3070	3103	3133	3156	3181	3202	
3023	3048	3071	3104	3134	3161	3182	3204	
3025	3049	3072	3105	3135	3162	3183	3205	

PART B
POSTCODES IN THE MEDIUM RISK ZONE

3024	3114	3215	3750	3766	3788	3808	3920	3938
3029	3115	3216	3751	3767	3789	3809	3926	3939
3030	3116	3217	3752	3770	3791	3810	3927	3940
3089	3139	3218	3754	3775	3792	3910	3928	3941
3090	3140	3219	3755	3777	3793	3911	3929	3942
3091	3158	3220	3757	3781	3795	3912	3930	3943
3095	3159	3335	3759	3782	3796	3913	3931	3944
3096	3160	3337	3760	3783	3804	3915	3933	3977
3097	3211	3338	3761	3785	3805	3916	3934	3978
3099	3212	3427	3763	3786	3806	3918	3936	3980
3113	3214	3429	3765	3787	3807	3919	3937	

Responsible Minister:

ROBIN SCOTT MP

Minister for Finance

ANDREW ROBINSON
Clerk of the Executive Council

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

Notice is hereby given under section 17(3) of the **Subordinate Legislation Act 1994** that the following Statutory Rules were first obtainable from SAI Global Bookshop, 85 Buckhurst Street, South Melbourne, on the date specified:

112. *Statutory Rule:* Family Violence Protection Amendment Regulations 2017
Authorising Act: Family Violence Protection Act 2008
Date first obtainable: 22 November 2017
Code A
113. *Statutory Rule:* National Domestic Violence Order Scheme Regulations 2017
Authorising Act: National Domestic Violence Order Scheme Act 2016
Date first obtainable: 22 November 2017
Code A
114. *Statutory Rule:* Supreme Court (Fees) Interim Regulations 2017
Authorising Act: Supreme Court Act 1986
Date first obtainable: 22 November 2017
Code B
115. *Statutory Rule:* County Court (Fees) Interim Regulations 2017
Authorising Act: County Court Act 1958
Date first obtainable: 22 November 2017
Code A
116. *Statutory Rule:* Retirement Villages (Infringements) Regulations 2017
Authorising Act: Retirement Villages Act 1986
Date first obtainable: 22 November 2017
Code A

117. *Statutory Rule:* Road Safety (Vehicles) Amendment (Short Term Registration) Regulations 2017
Authorising Act: Road Safety Act 1986
Date first obtainable: 22 November 2017
Code A
-

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C	33–48	\$8.65	#ZB	1537–1610	\$136.57
D	49–96	\$13.61	#ZC	1611–1666	\$142.32
E	97–144	\$17.51	#ZD	1667–1730	\$147.70
F	145–192	\$20.78	#ZE	1731–1796	\$153.66
G	193–240	\$23.95	#ZF	1797–1860	\$159.20
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L	481–544	\$44.52			
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N	609–672	\$56.28			
O	673–736	\$63.62			
P	737–800	\$70.10			
#Q	821–886	\$76.22			
#R	887–950	\$81.29			
#S	951–1016	\$86.83			
#T	1017–1080	\$92.21			
#U	1081–1146	\$97.75			
#V	1147–1210	\$103.50			
#W	1211–1276	\$108.88			
#X	1277–1340	\$114.78			
#Y	1341–1406	\$119.95			

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